

NOTICE OF PUBLIC MEETING  
Notice Posted: 2/18/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference and its Regular Meeting, Tuesday, February 22, 2022, at 3:00 P.M. The combined meeting will be held in the Government Chamber at Government Plaza (505 Travis Street).

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**ADMINISTRATIVE CONFERENCE  
AND  
CITY COUNCIL MEETING AGENDA  
February 22, 2022**

1. CALL TO ORDER
2. INVOCATION
3. ROLL CALL
4. APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE/CITY COUNCIL/SPECIAL MEETING  
[February 7, 2022](#) [February 7, 2022-sm](#) [February 8, 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  
Metropolitan Planning Commission – Chris Elberson

**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 132

Authorizing the mayor to execute an Option to Ground Lease between the City of Shreveport and Shreveport HP Allendale, LLC and otherwise providing with respect thereto

Documents:

[hp allendale - fact sheet and resolution - option.pdf](#)  
[exhibit a - shreveport hp allendale llc option to lease.pdf](#)

RES 165

Approving a restoration tax abatement renewal application for Venyu Solutions, LLC, 601 Milam Street, and to otherwise provide with respect thereto

Documents:

[tax abatement - 601 milam.pdf](#)  
[res 165 - venyu solutions\\_rta renewal application.pdf](#)

RES 16

To acknowledge Keyondra and Kimberly Lockett for their extraordinary talents, and to otherwise provide with respect thereto. (A/Taylor)

Documents:

[lockett sisters.pdf](#)

RES 17

To offer an apology to the members of Little Union Baptist Church and their descendants for an incident which occurred on Sunday, September 22, 1963, and to otherwise provide with respect thereto. (A/Taylor)

Documents:

[little union baptist church.pdf](#)

RES 18

To offer an apology to the students of Booker T. Washington High School, led by Reverend H. Calvin Austin for an incident which occurred on Monday, September 23, 1963, and to otherwise provide with respect thereto. (A/Taylor)

Documents:

[booker t. washington.pdf](#)

RES 19

To celebrate Southern University Museum of Art at Shreveport's 20th anniversary, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

[res museum of art \(3\).pdf](#)

RES 20

Resolution to dedicate the 600 Block of 65th Street at Clift Avenue and Wallace Avenue in honor of The Late Reverend Doctor G. W. Odom for his commitment and contributions to his community and the City of Shreveport and to otherwise provide with respect thereto (B/Fuller)

Documents:

[dr g w odom.pdf](#)

RES 21

Recommending the Louisiana Board of Commerce and Industry terminate Inferno Manufacturing's tax exemption, Industrial Tax Exemption Program Contract #20180099-ITE, for non-compliance and otherwise providing with respect thereto. (C/Nickelson)

Documents:

[res itep recommendation.pdf](#)  
[non-compliant letter to city 20180099-ite.doc.pdf](#)

RES 22

To dedicate the 700 of block Pujo Street in honor of Charley F. Williams for his

commitment and contributions to the Cedar Grove community and the City of Shreveport and to otherwise provide with respect thereto. (D/Boucher)

Documents:

[res.charleyf.williams.pdf](#)

RES 23

Providing for canvassing the returns and declaring the results of the Special Election held in the City of Shreveport, State of Louisiana, on Saturday, December 11, 2021 and to promulgate the results thereof.

Documents:

[resolution canvassing returns and proces verbal - 1-26-22.pdf](#)

## **B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO MARCH 8, 2022)**

RES 24

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto.

Documents:

[j. marshall jones resolution.pdf](#)

RES 25

Authorizing the execution of a legal service agreement with Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC and to otherwise provide with respect thereto.

Documents:

[resolution- hiring professionals.pdf](#)  
[city of shreveport-proposed contract afff litigation.pdf](#)

RES 26

Authorizing the Mayor to execute an act of release of a 10' wide utility easement in the resubdivision of King Partition No. 2 Subdivision, in Section 3 & 4 (T16N-R13W), and otherwise providing with respect thereto (D/Boucher)

Documents:

[resubdivision of king partition no 2 easement release fact sheet and resolution.pdf](#)

## **C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO MARCH 8, 2022)**

ORD 20

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

Documents:

[glen avenue streets special revenue.pdf](#)

ORD 21

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

Documents:

[glen avenue streets glen avenue capital projects.pdf](#)

ORD 22

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

Documents:

[cross timbers streets special revenue.pdf](#)

ORD 23

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

Documents:

[cross timbers capital projects.pdf](#)

ORD 24

Declaring a public emergency in connection with the emergency repair of Stoner Force Main located along the Clyde Fant Parkway starting just south of the Shreveport-Barksdale Bridge and ending at 70th Street and ratifying the expenditure of approximately \$3.9 million and to otherwise provide with respect thereto.

Documents:

[emergency ratification ordinance stoner force main project.pdf](#)

ORD 25

To amend Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana, Code of Ordinances relative to the administrative cost assessed by the City for property abatement and to otherwise provide with respect thereto.

Documents:

[property standards - administrative cost legislation9219.pdf](#)

ORD 26

**Zoning Case No. 21-201-C**: An Ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the northeast corner of Kings Highway and Thornhill Avenue Shreveport, Shreveport, Caddo Parish,

Louisiana, from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development, and to otherwise provide with respect thereto. (B/Fuller)

Documents:

[21-201-c ordinance.pdf](#)  
[21-201-c ordinance packet.pdf](#)

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

ORD 8

Declaring the City's interest in declaring certain land as surplus, and our intention to donate certain land to Volunteers of America of North Louisiana and to otherwise provide with respect thereto (**Not to be adopted prior to February 22, 2022**)

Documents:

[donation to voa 3.pdf](#)  
[voa donation attachments.pdf](#)

ORD 13

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

Documents:

[budget - department of interior.pdf](#)

ORD 14

Amending the 2022 Airport Capital Improvements fund budget and to otherwise provide with respect thereto.

Documents:

[ordinance - airport \(1\).pdf](#)

ORD 15

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

Documents:

[ordinance - airport \(2\).pdf](#)

ORD 16

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

Documents:

ORD 17

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

Documents:

[streets special revenue.pdf](#)

ORD 18

Closing and abandoning a sidewalk dedication in the Cora Snowden Subdivision, in Section 21 (T17N-R14W), and to otherwise provide with respect thereto. (F/Green)

Documents:

[cora snowden sub - c and a fact sheet and ordinance.pdf](#)  
[cora snowden sub c and a ordinance attachments.pdf](#)

ORD 19

A series Ordinance pursuant to the General Bond Ordinance, as defined herein, authorizing the issuance of taxable Water and Sewer revenue refunding bonds, series 2022 in a total principal amount not to exceed one hundred ninety million dollars (\$190,000,000) of the City of Shreveport, State of Louisiana; establishing certain details of such bonds as required by the General Bond Ordinance; approving and confirming the sale of such bonds; pledging the net revenues to secure such bonds; prescribing the form, certain terms and conditions of said bonds; authorizing the use of a preliminary official statement and the preparation and distribution of an official statement; authorizing the purchase of and subscription for certain escrowed securities; authorizing escrow verification and engagement of escrow agents; and authorizing execution and delivery of a paying agent/registrars agreement; and providing for other matters in connection therewith.

Documents:

[water and sewer refunding 190m -fact sheet and ordinance.pdf](#)

ORD 204

**Zoning Case No. 21-158-C**: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the southeast corner of Legardy St. & Hawkins St., Shreveport, Caddo Parish, LA., from R-1-5, Single-Family Residential District To R-A, Rural-Agricultural District, and to otherwise provide with respect thereto (A/Taylor)

Documents:

[21-158-c.pdf](#)

ORD 12

**Zoning Case No. 21-199-C**: An ordinance to amend the official zoning map of the City of

Shreveport Unified Development Code, by rezoning property located on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., Shreveport, Caddo Parish, LA., from C-3, General Commercial District To C-4, Heavy Commercial District, and to otherwise provide with respect thereto. (E/Jackson)

Documents:

[21-199-c.pdf](#)

## 10. TABLED LEGISLATION

### A. ORDINANCES/RESOLUTIONS:

RES 124

To establish an Intergovernmental committee, and to otherwise provide with respect thereto. (D/Boucher) (Tabled on November 9, 2021)

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 72

To amend certain portions of Chapter 26 of the City of Shreveport Code of Ordinances relative to the architectural and engineering selection process, and otherwise providing with respect thereto. (B/Fuller) [amendment no. 1](#) [amendment no. 2](#) (Tabled February 8, 2022)

Documents:

[fact sheet and ordinance 05062021.pdf](#)

ORD 85

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

Documents:

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

ORD 94

To repeal Section 50-212 (a)(10) and to amend Section 50-212 (b) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smokefree Air Act and to otherwise provide with respect thereto. (E/Flurry) (Tabled July 13, 2021)

Documents:

[amendment to ordinance no. 51 of 2020 6-7-21.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](#)

ORD 195

To amend Chapter 58, Article IV, Division 1 and Chapter 78, Article VIII, Division 1 of the City of Shreveport, Louisiana, Code of Ordinances relative to litter and dumping, and to otherwise provide with respect thereto. (A/Taylor, F/Green) (Tabled February 8, 2022)

Documents:

[ord litter dumping.pdf](#)

## 11. APPEALS

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS

**ABO APPEAL - [Ms. Amanda Smith](#), 1717 Stephens Ave, Shreveport, LA 71101 (B/Fuller) (postponed until March 21, 2022, at the council's discretion, this item can be brought up for a vote prior to this date)**

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 letters of appointments were received from the Mayor's office on February 17, 2022 and February 18, 2022, and are subject for confirmation on March 8, 2022.**

**Human Resources Personnel Board**

**Susan Evans**

**Zoning Board of Appeals**

**Durwood Hendrick**

**Clarinda Henderson**

**Metropolitan Planning Commission**

**Chris Elberson**

**Gabriel Balderas**

**Rachel Jackson**

**Bill Robertson**

**Harold Sater**

**Winzer Andrews**

**Fred Moss**

**14. ADDITIONAL COMMUNICATIONS**

**A. Additional Communications from the Mayor**

**B. Additional Communications from Council Members**

**15. EXECUTIVE SESSION: FEBRUARY 22, 2022**

**UNITED STATES DISTRICT COURT WESTERN DISTRICT OF LOUISIANA SHREVEPORT**

**DIVISION**

**BRIAN STEVEN POOLE V. CITY OF SHREVEPORT, ET**

**NUMBER: 5:18-CV-01125**

**16. ADJOURNMENT**

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**James Green, Chairman**

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

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
<b>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO GROUND LEASE BETWEEN THE CITY OF SHREVEPORT AND SHREVEPORT HP ALLENDALE, LLC AND OTHERWISE PROVIDING WITH RESPECT THERETO</b>	October 18, 2021	Department of Community Development <b><u>CITY COUNCIL DISTRICT</u></b> <b>A</b> <b><u>SPONSOR</u></b>

**PURPOSE**

To authorize the execution of an Option to Ground Lease between the City of Shreveport (“Lessor”) and Shreveport HP Allendale, LLC (“Lessee”) for the development, construction, operation, and maintenance of the Heritage Place at Allendale housing development.

**BACKGROUND INFORMATION**

Heritage Place at Allendale is an affordable mixed-income/mixed-use development located around the historic C.C. Antoine Park in Shreveport, Louisiana. Funding for this project was obtained from a 24.2 million dollar Choice Neighborhood Implementation Grant from the US Department of Housing and Urban Development for revitalization in the Allendale, Ledbetter Heights and West Edge neighborhoods.

As part of its funding efforts, the project developer intends to apply for and utilize Low Income Housing Tax credits. As such, the City of Shreveport desires to enter into an Option to Ground Lease in an effort to fulfill its obligations under the grant and to provide developer Shreveport HP Allendale, LLC with limited control of the property to obtain necessary funding to develop, construct, operate and maintain the project. The term of this option will extend to December 31, 2022.

**TIMETABLE**

Introduction: October 26, 2021  
Final Passage: November 9, 2021

**ATTACHMENT(S)**

Exhibit “A” Option to Ground Lease

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

N/A

**SOURCE OF FUNDS**

Choice Neighborhood Implementation Grant

**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,  
Department of Community Development  
Bureau Chief of Admin.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO GROUND LEASE BETWEEN THE CITY OF SHREVEPORT AND SHREVEPORT HP ALLENDALE, LLC AND OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport was previously awarded a 24.2 million dollar Choice Neighborhood Implementation Grant from the US Department of Housing and Urban Development for revitalization in the Allendale, Ledbetter Heights and West Edge neighborhoods in the City of Shreveport; and

**WHEREAS**, Heritage Place at Allendale is an affordable mixed-income/mixed-use development located around the historic C.C. Antoine Park in Shreveport, Louisiana; and

**WHEREAS**, project developer, Shreveport HP Allendale, LLC desires to apply for and utilize Low Income Housing Tax credits for this development; and

**WHEREAS**, the City of Shreveport desires to fulfill the obligations of this grant by providing developer Shreveport HP Allendale, LLC with limited control of the property to obtain necessary funding to develop, construct, operate and maintain the project by entering into an Option to Ground Lease relative to the Heritage at Allendale Housing Development; and

**WHEREAS**, this Option to Ground Lease shall terminate on December 31, 2022;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that Adrian D. Perkins, Mayor is hereby authorized to execute an Option to Ground Lease substantially in the form attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized, empowered, and directed to take any and all such action as may be necessary to carry into effect the provisions of this Resolution.

**BE IT FURTHER RESOLVED** that if any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. Any constitutional or statutory provision enacted after the date of this Resolution which validates or makes legal any provision of this Resolution which would not otherwise be valid or legal, shall be deemed to apply to this Resolution.

**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:**

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City Attorney's Office

**OPTION TO GROUND LEASE  
(Shreveport HP Allendale, LLC)**

THIS OPTION TO GROUND LEASE (this “Agreement”) effective as of \_\_\_\_\_, 2021 (the “Effective Date”) between the **City of Shreveport**, a political subdivision of the State of Louisiana (hereinafter referred to as “Lessor”) and **Shreveport HP Allendale, LLC**, (“Lessee”), a duly organized Louisiana limited liability company with its principal place of business at 2500 Line Avenue in Shreveport, Louisiana, represented herein by its managing member, as lessee., each, a “party” and collectively, the “parties.”

RECITALS

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides that “[f]or 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**, Lessor is the owner of those certain parcels of real property, located in the City of Shreveport, Caddo Parish, Louisiana, and more fully described on Exhibit “A” attached hereto, together with all servitudes and appurtenances (the “Property”); and

**WHEREAS**, on or about \_\_\_\_\_, the City Council of the City of Shreveport, LA authorized the execution of a ground lease for the development of the Property; and

**WHEREAS**, Lessor and Lessee desire to enter into this Agreement to provide Lessee with limited control of the Property to obtain necessary funding to develop, construct, operate and maintain the Project, as hereinafter defined, and to enter into a ground lease of the Property; and

**WHEREAS**, Lessee intends to utilize Low Income Housing Tax Credits to develop, construct, operate and maintain sixty-eight (68) housing units (the “Project”) at the Property. In developing the Property, Lessee agrees to comply with any reasonable requirements imposed by Lessor in connection with the Project and contained within the ground lease and any other document required by Lessor; and

**WHEREAS**, Lessor finds that any expenditure or transfer of public funds according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that it has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of public funds; and

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Recitals. The Recitals set forth above are incorporated in, and made a part of, this Agreement.

2. Option; Consideration. In consideration of One Hundred and No/100 (\$100.00) Dollars and other good and valuable consideration (the "Option Fee"), which shall be payable within five (5) calendar days from the Effective Date, the receipt and adequacy of which is hereby acknowledged by Lessor, Lessor hereby grants to Lessee, and its successors and assigns, the exclusive right and option to enter into a ground lease of the Property (the "Lease") for a term of seventy-five (75) years. This option is hereinafter referred to as the "Option".

3. Term of Option. The Option conferred upon Lessee shall commence on the Effective Date and continue until December 31, 2022 (the "Option Period"). Upon the expiration of the Option Period, the Option shall automatically terminate, and the parties hereto shall have no further obligations to the other (except for any obligations or liabilities that expressly survive termination of this Agreement), without any further action of either party hereto, unless the Option is exercised as hereinafter provided.

4. Qualification for and Exercise of Option. Prior to and as a condition of execution of the documents required for the ground lease, the Lessee shall provide proof of all financing and interim construction financing to the Lessor. It is understood that the Lessee will provide a budget and any other documentation as it relates to development, construction, soft costs and other allowable costs/activities and said documents shall identify all sources and uses of funds, and illustrate compliance with the Lessor objects of affordable housing. Upon satisfactory evidence of financing as determined by Lessor, Lessee may exercise its Option by notifying Lessor, in writing on or before the expiration of the Option Period. Within one hundred eighty (180) days of Lessee's exercise of the Option, Lessor and Lessee shall enter into a ground lease of the Property. Such lease shall contain the terms and conditions as agreed to by Lessor and Lessee.

5. Rent. The annual rental payment pursuant to the Lease shall be \$10.00 annual rental payment commencing on the date of Closing (hereinafter defined), and (ii) Lessee shall pay all documented out-of-pocket costs actually incurred by Lessor in connection with the execution of the Lease of the Property, including, but not limited to, property inspection or testing, attorney's fees, survey, title, property and liability insurance, taxes, interest payments made to any lender providing financing for the development and construction of the Project.

6. Lease; Sale. In the event that the Option is exercised by Lessee within the time specified in this Agreement, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Property on the terms and conditions set forth herein.

7. Closing. The execution of the Lease of the Property and other documents reasonably required in connection therewith (“Closing”) shall take place on or about December 31, 2022.

8. Due Diligence. On and after the Effective Date and upon and after exercise of the Option, the following shall apply:

(A) Lessee shall have the right to conduct an appraisal and physical and environmental tests and due diligence on the Property. Lessor shall reasonably cooperate to permit Lessee access to the Property to conduct such tests.

(B) If Lessee is dissatisfied with the results of its investigations of the Property for any reason, Lessee may terminate this Agreement or the Option by giving written notice to, in which case the Option shall terminate and this Agreement shall be null and void. If Lessee fails to give the notice required in this Paragraph within ninety (90) days of the Effective Date, Lessee shall be deemed to have waived any right to refuse to go forward with its lease of the Property by reason of the condition of the Property, and this Agreement shall remain in full force and effect.

(C) All activities undertaken by Lessee in connection with the lease of the Property, including but not limited to inspections, environmental assessments, appraisals, title and survey shall be at Lessee’s sole cost and expense. Lessee shall be obligated to reimburse Lessor for all documented out-of-pocket costs actually incurred by Lessor in connection with the execution of the lease of the Property while this Agreement is in effect, including but not limited to property inspection or testing, attorney’s fees, survey, title, property and liability insurance, taxes, interest payments made to any lender providing financing for the development, construction and operation of the Project, security, repairs and maintenance and fencing, whether or not the Closing occurs.

9. Title and Survey. Lessee shall obtain any necessary survey and commitment for title insurance.

10. Right to Terminate. Lessee shall have the right to terminate the Option and this Agreement at any time during the Option Period.

11. Documents for Closing. Lessor and Lessee shall execute and deliver at the Closing a ground lease of the Property, memorandum thereof for recordation, if required by Lessee, and any other reasonable documents necessary to close in accordance with the terms of this Option. All documents shall be prepared by, and at the expense of, Lessee, and shall be subject to Lessor’s and Lessor’s counsel’s approval.

12. Property Taxes; Rentals. Any property taxes related to the Property shall be

prorated as of Closing and shall be paid by Lessee following Closing.

13. Closing Expenses. Lessee shall pay all reasonable costs and expenses in connection with the transaction contemplated by this Agreement, including (i) the owner's title insurance premium, plus any endorsements to the title policy, (ii) the cost of any of Lessee's examinations and inspections of the Property, including the cost of any of its appraisals, environmental, asbestos, and physical studies; (iii) all documentary transfer taxes, (iv) the legal fees and expenses of Lessee and Lessor, and (v) the cost of all certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by either party hereunder. Lessor shall pay the costs payable in connection with the discharge of any title defects caused by Lessor's own acts.

14. Possession. Lessor shall lease the Property to Lessee at Closing.

15. Indemnity. Lessee shall defend, indemnify, and hold Lessor harmless from and against any claims or actions asserted or made against Lessor for any loss or damage to life or Property, directly or indirectly resulting from Lessee's access to or use of the Property prior to the Closing, including but not limited to the performance of any of the tests, inspections, due diligence and leasing activities, except for loss or damage arising out of the gross negligence or willful misconduct of Lessor, its agents, employees, or contractors. This indemnity shall survive the execution and delivery of this Agreement, the termination of this Agreement, and the Closing of the Property.

16. Default; Remedies.

(A) If Lessee should breach this Agreement by failing to lease from Lessor the Property (other than a refusal for a reason permitted by this Agreement), Lessor shall be entitled to specific performance of Lessee's obligation to lease from Lessor the Property, or, at Lessor's option, to terminate this Agreement and to be paid by Lessee a sum to reimburse Lessor for its out-of-pocket costs, including reasonable attorney's fees, incurred by reason of Lessee's default and \$5,000.00 as stipulated damages arising out of Lessee's default. Failure of Lessee to appear at the Closing, unless all necessary Closing related documents have been executed and placed in escrow in advance, shall be deemed an immediate default, without the necessity of notice or demand.

(B) If Lessor should breach this Agreement by failing to lease to the Lessee the Property (other than a failure for a reason permitted by this Agreement), Lessee shall be entitled to terminate this Agreement and to be paid by Lessor a sum to reimburse Lessee for its out-of-pocket costs, including reasonable attorney's fees, incurred by reason of Lessor's default as stipulated damages arising out of Lessor's default in an amount to exceed \$5,000.00.

17. Notice. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be given (i) by delivery in person to the address set forth below

for the party to whom the notice is given, or (ii) by placing in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, or (iii) by sending via a nationally recognized commercial express courier service, addressed to the party at the address hereinafter specified:

To Lessor:                   The City of Shreveport, Louisiana  
505 Travis  
Shreveport, Louisiana 71101  
Attention: Bonnie Moore  
Telephone: (318) 673-5900

To Lessee:                   Shreveport HP Allendale, LLC  
c/o ITEX Development, LLC  
3735 Honeywood Trail  
Port Arthur, Texas 77642  
Attention: Christopher A. Akbari  
Telephone: (409) 724-0020  
Fax:                   (409) 504-5820

or to such other address or facsimile number and person as either party may communicate to the other by like written notice.

18.    Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

19.    Construction. Any section headings throughout this Agreement are for convenience and reference only, and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person or persons, firm or firms, corporation or corporations may require. "Person" shall mean an individual, firm, association, corporation, trust or any other form of business or legal entity. The location adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., whenever the same appear in this Agreement, mean and refer to this Agreement in its entirety and not to any specific section or subsection hereof. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

20. Time. Time is of the essence in each and every covenant and condition of this Agreement. Any reference herein to "days" means consecutive calendar days. If any time period for satisfying or waiving a condition or Closing this transaction or taking any other action required or permitted hereunder expires on a weekend day or a day which is a legal holiday on which the recorder's office for real property records for the parish where the Property is located is closed, then such period shall be deemed to be extended until the next day on which such recorder's office is open.

21. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Louisiana and enforced in Caddo Parish, Louisiana.

22. Binding Effect. This Agreement becomes effective when signed by both Lessee and Lessor and shall then apply to and bind each party and their heirs, executors, administrators, successors and assigns.

23. No-Waiver. No provision of the Agreement shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by Lessee and Lessor. No act or failure to act by either party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

24. Holidays. If any date set forth in this Agreement or computed pursuant to this Agreement falls on a Saturday, Sunday or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

25. Assignment. This Agreement may be assigned by Lessee to an affiliate or subsidiary of Lessee without the written approval of Lessor. Further, during the term of the Lease, Lessee may mortgage, sublease or otherwise encumber its leasehold interest in the Property.

26. Severability. In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of this Agreement shall not be affected.

27. Recordation. Lessee shall be entitled to record a Memorandum of this Agreement and/or the Lease in the conveyance records of Caddo Parish, Louisiana.

28. Additional Documents. Each party agrees to take such action and to execute, acknowledge and deliver such documents and instruments as may be reasonably requested by the other party to more effectively carry out the purposes of this Agreement.

29. Eminent Domain. If any portion of the Property is the subject of a condemnation or eminent domain action or threatened therewith prior to Closing, Lessee may elect by written notice to Lessor prior to Closing to terminate this Agreement.

30. Counterparts/Facsimile. This Agreement may be executed in any number of counterparts, and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of any counterpart by any person shall have the same force and effect as if that person had executed and delivered all other counterparts. The electronic facsimile transmittal of a copy hereof bearing any person's signature shall have the same force and effect as the physical delivery to the same recipient of copy hereof bearing such person's original signature.

31. Conflict of Interest. The Lessee has no conflict of interest, and shall inform the Lessor of any subsequent potential conflict of interest that would: impair the Lessee's ability to effectuate orderly progress of the Project.

32. Successors. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates set forth below to be effective as of the last date of execution hereof.

**LESSOR:**

**The City of Shreveport, Louisiana**, a political subdivision  
of the State of Louisiana

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2021

COUNTERPART SIGNATURE PAGE TO OPTION TO LEASE/PURCHASE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the respective dates set forth below to be effective as of the last date of execution hereof.

**LESSEE:**

**SHREVEPORT HP ALLENDALE, LLC,  
a Louisiana limited liability company**

By: HACS Allendale, LLC, a Louisiana limited liability  
company

Its: Managing Member

By: Shreveport Leased Housing Corporation,  
a Louisiana non-profit corporation

Its: Manager and sole Member

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

Name: Bobby Collins

Title: Chief Executive Officer

**EXHIBIT “A”**

**Legal Description**



**Legend**

- Caddo Assessor Lots
- Caddo Pavement
- Adjudicated Property
- City-Owned Property

= Sites Under Site Control

# City of Shreveport



Copyright 2021. The City of Shreveport assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information available on this map. The location of any displayed infrastructure may not be accurate or correct and should be verified prior to any planning, design, construction, etc.

Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435091000300	City of Shreveport	408 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 3, BOISSEAU SUB.
181435091000400	City of Shreveport	404 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 4, BOISSEAU SUB
181435091000800	City of Shreveport	328 Boisseau	35-18-14	BOISSEAU SUBN.	LOT 8, BOISSEAU SUB.
181435091002100	City of Shreveport	1733 Garden St	35-18-14	BOISSEAU SUBN.	LOT 21, BOISSEAU SUB 181435-91-21
181435091002700	City of Shreveport	437 Sycamore St	35-18-14	BOISSEAU SUBN.	LOT 27 & E. 140 FT OF LOT 26, BOISSEAU SUB 181435-91-27 & 39.
181435091003000	City of Shreveport	1728 Logan St	35-18-14	BOISSEAU SUBN.	LOT 30, BOSSIEAU SUB 181435-91-30
181435091003100	City of Shreveport	1724 Logan St	35-18-14	BOISSEAU SUBN.	LOT 31, BOISSEAU 181435-91-31
181435091003300	City of Shreveport	1720 Logan St	35-18-14	BOISSEAU SUBN.	LOT 33, BOISSEAU SUB
181435091003500	City of Shreveport	439 Sycamore St	35-18-14	BOISSEAU SUBN.	W/2 OF LOT 28, BOISSEAU SUB., 181435-91-35.
181435091003700	City of Shreveport	327 Sycamore St	35-18-14	BOISSEAU SUBN.	W/2 OF LOT 24, BOISSEAU SUB., 181435-91-37
181435091003800	City of Shreveport	23241 None	35-18-14	BOISSEAU SUBN.	E/2 OF LOT 24, BOISSEAU SUB., 181435-91-38
181435091004000	City of Shreveport	23238 None	35-18-14	BOISSEAU SUBN.	W. 100 FT OF LOT 26, BOISSEAU SUB. 181435-91-40
181435091004800	City of Shreveport	1706 Logan St	35-18-14	BOISSEAU SUBN.	WEST 50 FT. OF EAST 100 FT. OF LOTS 1 & 2, BOISSEAU SUB. 181435-91-48
181435092011000	City of Shreveport	1617 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 110 & W/2 OF LOT 109, TEMPLEMAN SUB 181435-92-110 & 127
181435092011600	City of Shreveport	23245 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 116, TEMPLEMAN SUBN.
181435092011700	City of Shreveport	23246 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 117, TEMPLEMAN SUBN.
181435092011900	City of Shreveport	1649 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 119, CORA TEMPLEMAN SUB., OF PART OF SEC 35-18-14, 181435-92-119
181435092013000	City of Shreveport	1671 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	A LOT 40 X 130 FT LYING BETWEEN LOTS 122 & 123, TEMPLEMAN SUB., 181435-92-130
181435092013200	City of Shreveport	23249 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	S. 45 FT OF LOTS 106 & 107 TEMPLEMAN SUB 181435-92-132
181435092013500	City of Shreveport	23250 None	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	E. 10 FT OF LOT 118, TEMPLEMAN SUBN.
181435092013600	City of Shreveport	1611 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 108 & E/2 OF LOT 109, TEMPLEMAN SUB., 181435-92-136
181435092013700	City of Shreveport	1623 Garden St	35-18-14	TEMPLEMAN'S (CORA AVE.) SUBN.	LOT 111 & E/2 OF LOT 112, TEMPLEMAN SUB., 181435-92-137
181435093000900	City of Shreveport	1634 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 9, DUTCH GARDEN SUB., 181435-93-9
181435093001100	City of Shreveport	1638 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 11, DUTCH GARDEN SUB., 181435-93-11
181435093001300	City of Shreveport	1642 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 13, DUTCH GARDEN SUB., 181435-93-13.
181435093001500	City of Shreveport	1646 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 15, DUTCH GARDEN SUB. 181435-93-15
181435093001600	City of Shreveport	1648 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 16, DUTCH GARDEN SUB
181435093002100	City of Shreveport	1661 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 21, DUTCH GARDEN SUB., 181435-93-21
181435093002200	City of Shreveport	1659 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 22, DUTCH GARDEN SUB., 181435-93-22.
181435093002500	City of Shreveport	1649 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 25, DUTCH GARDEN SUB., 181435-93-25
181435093002600	City of Shreveport	1645 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 26, DUTCH GARDEN SUB., 181435-93-26
181435093002700	City of Shreveport	1643 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 27, DUTCH GARDEN SUB., 181435-93-27.
181435093002800	City of Shreveport	1639 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 28, DUTCH GARDEN SUB., 181435-93-28.
181435093002900	City of Shreveport	1635 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 29, DUTCH GARDEN SUB., 181435-93-29.
181435093003000	City of Shreveport	1633 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 30, DUTCH GARDEN SUB.
181435093003000	City of Shreveport	1633 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 30, DUTCH GARDEN SUB.
181435093003100	City of Shreveport	1631 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 31, DUTCH GARDEN SUB., 181435-93-31.
181435093003100	City of Shreveport	1631 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 31, DUTCH GARDEN SUB., 181435-93-31
181435093003300	City of Shreveport	1627 MYRTLE ST	35-18-14	DUTCH GARDEN SUBN.	LOT 33, DUTCH GARDEN SUB., 181435-93-33.
181435093003400	City of Shreveport	1625 Myrtle St	35-18-14	DUTCH GARDEN SUBN.	LOT 34, DUTCH GARDEN SUBN.

Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435093004000	City of Shreveport	335 Boisseau	35-18-14	DUTCH GARDEN SUBN.	S. 17 1/2 FT OF LOT 20, DUTCH GARDEN SUB.
181435093004200	City of Shreveport	320 PIERRE AVE	35-18-14	DUTCH GARDEN SUBN.	SOUTH 30 FT OF EAST 125 FT OF LOT 2 & NORTH 10 FT. OF EAST 125 FT OF LOT 1, DUTCH GARDEN SUB., 181435-93-42 & 45
181435093004300	City of Shreveport	23254 None	35-18-14	DUTCH GARDEN SUBN.	PART OF LOTS 1 & 2, PER ASSRS CITY PLAT 181435-93-43, 48, & 49 DUTCH GARDEN SUB.
181435093005200	City of Shreveport	41993 None	35-18-14	DUTCH GARDEN SUBN.	LOTS 6 & 7, DUTCH GARDEN SUBN. 181435-93-52
181435094000500	City of Shreveport	1616 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 5, J. W. WHITE SUB
181435094000600	City of Shreveport	1622 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 6, J. W. WHITE SUB., 181435-94-6
181435094000700	City of Shreveport	1624 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 7, J. W. WHITE SUB., 181435-94-7
181435094000800	City of Shreveport	1628 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 8, J. W. WHITE SUB 181435-94-8
181435094000900	City of Shreveport	1632 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 9, J. W. WHITE SUB., 181435-94-9.
181435094001100	City of Shreveport	1642 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 11, J. W. WHITE SUB 181435-94-11
181435094001200	City of Shreveport	1646 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 12, J. W. WHITE SUB
181435094001300	City of Shreveport	1648 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 13, J. W. WHITE SUB. 181435-94-13
181435094001400	City of Shreveport	1652 Logan St	35-18-14	WHITE, J. W., SUBN.	LOT 14, J. W. WHITE SUBN.
181435094001500	City of Shreveport	1654 LOGAN ST	35-18-14	WHITE, J. W., SUBN.	LOT 15, J. W. WHITE SUBD., 181435-94-15
181435094001600	City of Shreveport	1664 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 16, J. W. WHITE SUB., 181435-94-16
181435094001700	City of Shreveport	1666 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 17, J. W. WHITE SUB. 181435-94-17
181435094001800	City of Shreveport	1668 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOT 18, J. W. WHITE SUB.
181435094002000	City of Shreveport	405 Boisseau	35-18-14	WHITE, J. W., SUBN.	LOT 20, J. W. WHITE SUB.
181435094004200	City of Shreveport	403 BOISSEAU ST	35-18-14	WHITE, J. W., SUBN.	W. 83 FT OF LOT 19, J. W. WHITE SUB. 181435-94-42
181435094004300	City of Shreveport	1673 Myrtle St	35-18-14	WHITE, J. W., SUBN.	E. 47 FT OF LOT 19, J. W. WHITE SUBN. 181435-94-43
181435094004800	City of Shreveport	1674 LOGAN ST	35-18-14	WHITE, J. W., SUBN	LOTS 21, 22 & 23, J. W. WHITE SUBN., 181435-94-48
181435123000300	City of Shreveport	1611 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 3, SHEPHERD & STUART SUB
181435123000400	City of Shreveport	1617 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 4 & 5, SHEPHERD & STUART SUB.
181435123000600	City of Shreveport	1621 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 6, SHEPHERD & STUART SUBN
181435123000700	City of Shreveport	1625 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 7, SHEPHERD & STUART SUB
181435123000800	City of Shreveport	1631 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 8, SHEPERD & STUART SUBN., 181435-123-8.
181435123001000	City of Shreveport	1639 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 10, SHEPHERD & STUART SUB., 181435-123-10.
181435123003400	City of Shreveport	1628 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 34, SHEPHERD & STUART SUB., 181435-123-34.
181435123003500	City of Shreveport	1620 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 35, SHEPHERD & STUART SUB.
181435123004400	City of Shreveport	1600 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	S. 60 FT OF LOTS 38, 39 & 40, SHEPHERD & STUART SUB., 181435-123-44
181435123004500	City of Shreveport	514 PIERRE AVE	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 65 FT OF LOTS 38, 39 & 40, SHEPHERD & STUART SUB. 181435-123-45
181435123004800	City of Shreveport	12089 NONE	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 1 & 2, SHEPERD & STUART SUBN., 181435-123-48
181435124001700	City of Shreveport	40798 NONE	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 17, SHEPHERD & STUART SUBN., 181435-124-17
181435124001800	City of Shreveport	1677 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 18, SHEPHERD & STUART SUB 181435-124-18
181435124001900	City of Shreveport	1681 LOGAN ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 19, SHEPHERD & STUART SUB. 181435-124-19
181435124002000	City of Shreveport	505 Boisseau	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 20, SHEPHERD & STUART SUB., 181435-124-20.
181435124002900	City of Shreveport	1650 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 29 & N/2 OF LOT 28, SHEPHERD & STUART SUB. 181435-124-29 & 37
181435124003000	City of Shreveport	1648 ANNA ST	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 30, SHEPHERD & STUART SUB
181435124003100	City of Shreveport	1657 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	E. 30 FT OF LOT 13, SHEPERD & STUART SUB 181435-124-31

Geography-Parcel Number	Site Control	Property Address	S-T-R	Subdivision	Legal
181435124004500	City of Shreveport	1669 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	W/2 OF LOT 16, SHEPARD & STUART SUB. 181435-124-44
181435124004600	City of Shreveport	1649 Logan St	35-18-14	SHEPHERD & STUART SUBDIVISION	LOTS 11 & 12, SHEPARD AND STUART SUBN., 181435-124-46.
181435124004900	City of Shreveport	1656 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 27 & S/2 OF LOT 28, LESS W. 10 OF LOT 27 DED. FOR AN ALLEY, SHEPERD & STUART SUB., 181435-124-49
181435125004800	City of Shreveport	0 Anna	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 48, SHEPHERD & STUART SUB
181435125007100	City of Shreveport	1638 Abbie	35-18-14	SHEPHERD & STUART SUBDIVISION	LOT 71, SHEPHERD & STUART SUB.
181435125008500	City of Shreveport	0 , Shreveport	35-18-14	SHEPHERD & STUART SUBDIVISION	NORTH 1/3 OF LOTS 78, 79 & 80, SHEPARD & STUART SUBN.
181435125008800	City of Shreveport	0 , Shreveport	35-18-14	SHEPHERD & STUART SUBDIVISION	S. 31.8 FT OF LOTS 41 & 42, SOUTH 31.8 FT OF E. 20 FT. OF LOT 43, SHEPERD & STUART SUB
181435125009000	City of Shreveport	600 Pierre Ave	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 61.7 FT OF LOT 41 & N. 61.7 FT OF E. 29.3 FT OF LOT 42, SHEPHERD & STUART SUB
181435125009100	City of Shreveport	23351 None	35-18-14	SHEPHERD & STUART SUBDIVISION	N. 31.5 FT OF S. 63.3 FT OF LOTS 41 & 42 & N. 31.5 FT OF S. 63.3 FT OF E. 20 FT OF LOT 43, SHEPERD & STUART SUB.
181435125009300	City of Shreveport	624 Pierre Ave	35-18-14	SHEPHERD & STUART SUBDIVISION	W. 76.5 FT OF N/2 OF S. 2/3 OF LOTS 78, 79 SHEPERD & STUART SUB. & THE N. 3 FT OF N/2 OF S. 2/3 OF SAID LOTS 79 & 80, 181435-125-93
181435127003500	City of Shreveport	1739 Logan St	35-18-14	BOISSEAU ANNEX	LOT 35, BOISSEAU ANNEX
181435127004000	City of Shreveport	1711 Logan St	35-18-14	BOISSEAU ANNEX	LOT 40, BOISSEAU ANNEX
181435127004100	City of Shreveport	23356 None	35-18-14	BOISSEAU ANNEX	LOT 41, BOISSEAU ANNEX
181435127004600	City of Shreveport	1712 Anna	35-18-14	BOISSEAU ANNEX	LOT 46, BOISSEAU ANNEX
181435127004700	City of Shreveport	1716 Anna	35-18-14	BOISSEAU ANNEX	LOT 47, BOISSEAU ANNEX 181435-127-47
181435127005400	City of Shreveport	1736 Anna	35-18-14	BOISSEAU ANNEX	S. 63 FT OF LOT 52, BOISSEAU ANNEX

**FACT SHEET  
District B**

TITLE	DATE	ORIGINATING DEPARTMENT
RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO	December 6, 2021	DEPARTMENT OF COMMUNITY DEVELOPMENT REVIEWING AGENCY DEPARTMENT. OF COMMUNITY DEVELOPMENT

**PURPOSE**  
To approve a 5 year tax abatement on the ad valorem tax increase resulting from the restoration of the building.

**BACKGROUND INFORMATION**  
A 1983 State Constitutional Amendment provided for the Restoration Tax Abatement Program as an incentive for restoration in historic preservation, economic development, and downtown development districts. The **VENYU SOLUTIONS, LLC** building located at 601 Milam Street was built in 1956 and is in the Shreveport Downtown Development Authority District and Central City Economic Development District.  
This tax abatement will need to be approved by the State Board of Commerce and Industry after the resolution is approved by the City Council (including public hearing).  
The applicant, **VENYU SOLUTIONS, LLC** fully renovated a former vacant 80,000 square feet building (Selber Bros. Building) and rebuilt original storefront display windows that have been infilled with masonry; installed imagery approved by Louisiana State Historic Preservation Office; replaced curtain wall glazing on front façade to match original design; rebuilt falling south parapet wall; cleaned and repaired all brick and stone, resealed and repointed where needed; cleaned, repaired and resealed all remaining original windows; repaired roofing where required; installed new mechanical and electrical equipment in the Equipment Yard; and installed new mechanical and equipment above the Loading Dock.  
The total final cost of the project was \$16,849,700.00. The total City of Shreveport ad valorem taxes abated in the renewal will be \$67,199.97 per year for five years. The total Parish-School Board taxes abated in the renewal is \$337,263.59 per year for five years. The total DDA ad valorem taxes abated in the renewal \$22,848.19 per year for five years.

**TIMETABLE**  
The abatement renewal will become effective after introduction to the City Council on December 14, 2021, and approval (after public hearing) on January 11, 2022, and State Department of Commerce and Industry approval.

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

<b>FINANCES</b>		
<b>COST AND REVENUE PROJECTIONS</b>	COST of total project was \$16,849,700.00* COST of this resolution \$67,199.97 /year*	<b>SOURCE OF FUNDS</b>
	RELATED annual operating Costs \$ -0-	CITY _____ % \$ N/A _____ % \$ _____ %
	INCREASED REVENUE EXPECTED/YEAR \$67,199.97 / year after the year 2027	NON-CITY _____ % \$ N/A _____ % \$ _____ %

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

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

FACT SHEET PREPARED BY: Frederick Lewis  
Department of Community Development

RESOLUTION NO. \_\_\_\_ of 2021

**RESOLUTION APPROVING A RESTORATION TAX ABATEMENT RENEWAL APPLICATION FOR VENYU SOLUTIONS, LLC, 601 MILAM STREET, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

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

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

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

**WHEREAS**, this project is located in the Downtown Development District and the Center City Economic Development District; and

**WHEREAS**, this project is a commercial property;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council hereby approves the **VENYU SOLUTIONS, LLC** renewal application **20151818** for participation in the Louisiana Restoration Tax Abatement Program.

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

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney's Office

# Restoration Tax Abatement Program Renewal Application - (Const 7 21)

**Project ID:** 20151818-RTA

**Date Received:** 7/29/2021

## PROJECT INFORMATION

**Company:** Venyu Solutions, LLC  
**Project Name:** Venyu - Selber Bros. Building Renovation  
**Project Location:** 601 Milam Street , Shreveport, LA, 71101  
**Parish:** Caddo  
**City Limits?:** --

## CONFIRMATION OF AFFIDAVIT OF FINAL COST

**Residential:**  Yes  No  
**Owner-Occupied:**  Yes  No  
**Rented or Leased:**  Yes  No  
**Legal Description of Property:** No

## ACTUAL INVESTMENTS

**Total Investment Costs:** \$16,849,700.00

## ACTUAL JOBS

**Existing:**  
**Construction:**  
**New:**  
**Total Actual Jobs:** 0

## ACTUAL PAYROLL

**Existing:** \$0  
**Construction:** \$0  
**New:** \$0  
**Total Actual Payroll:** \$0.00

**Actual Gross Square Footage After**

**Project:**

**PROJECT DESCRIPTION**

**Did the actual results differ from the original Project Description on the application?**       Yes  No

**If yes, explain the difference:**

No

**FEES**

**Assessed Fee:** \$250.00  
**Amount Due:** \$0.00

**ATTACHMENTS**

Document Type	Document Name	Date
Signed Disclosure Authorization	RTA Disclosure_Authorization-2 (signed).pdf	7/29/2021

**PAYMENTS**

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
RNW	\$250.00	7/29/2021	ODDK5T86BY	master_credit

## PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Dare	Powers	rboatner@didierconsultants.com	Didier Consultants	1575 Church St Bldg 3, Zachary, LA, 70791	(225) 658-6065	Consultant
Lorraine	Kirk	lorraine.kirk@revbroadband.com	REV Broadband	913 S. Burnside Avenue , Gonzales, LA, 70737	(225) 202-7286	Business
Peter	Louviere	peter.louviere@revbroadband.com	REV Broadband	913 S. Burnside Avenue , Gonzales, LA, 70737	(985) 693-0265	Business Signatory
Lauren	Agosta	lagosta@didierconsultants.com	Didier Consultants, Inc.	1575 Church Street , Zachary, LA, 70791	(225) 658-6065	Consultant

## CONTRACT SIGNATORY

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

Title: CFO

First Name: Peter

Last Name: Louviere

Email Address: peter.louviere@revbroadband.com

## CERTIFICATION STATEMENT

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

## FORM SIGNATURE

I, **Peter Louviere**

, approve the above information.

A handwritten signature in blue ink that reads "Peter Louviere". The signature is written in a cursive style with a large initial "P" and "L".

**RESOLUTION NO. 16 OF 2022**

**A RESOLUTION TO ACKNOWLEDGE KEYONDRA AND  
KIMBERLY LOCKETT FOR THEIR EXTRAORDINARY TALENTS,  
AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILWOMAN TABATHA TAYLOR**

**WHEREAS**, Jolie Noire, “Pretty Black” in French, is a luxury essential wear brand for women and men that is built on the belief that black is beautiful; and

**WHEREAS**, Jolie Noire is founded by Atlanta-based blood sisters, Keyondra and Kimberly Lockett; and

**WHEREAS**, Keyondra and Kimberly, with all their many accolades, were shocked when they received a message from Target about their clothing line; and

**WHEREAS**, Target’s Black History month campaign, Black Beyond Measure, chose Keyondra and Kimberly’s collection to represent Black Culture; and

**WHEREAS**, Keyondra and Kimberly grew up in the University Terrace area in Shreveport, Louisiana; and

**WHEREAS**, Keyondra and Kimberly attended Captain Shreve High School and Louisiana State University Shreveport. Keyondra also attended Bossier Parish Community College; and

**WHEREAS**, Keyondra is a #1 Billboard Chart Topping singer-songwriter who has shared the stage with artists such as Yolanda Adams, CeCe Winans, Kirk Franklin, and Mary Mary, to name a few. She is also the first and only gospel artist to have a licensing deal with a top company, Kenya Doll Brand, which is an African American brand whose mission is to empower adolescent girls; and

**WHEREAS**, Kimberly is a celebrity fashion stylist and has been seen on various national platforms and television networks such as BET, HypeHair.com, Essence Magazine and many more. Her personal style has been featured and recognized in major online publications and blogs such as Essence.com, 50 Fab Fashion Instagrammers and Fashionbombdaily.com.

**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 to acknowledge Keyondra and Kimberly Lockett for their extraordinary talents.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Keyondra and Kimberly Lockett, and the other original filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

**APPROVED AS TO LEGAL FORM:**

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**City Attorney’s Office**

**RESOLUTION NO. 17 OF 2022**

**A RESOLUTION TO OFFER AN APOLOGY TO THE MEMBERS OF LITTLE UNION BAPTIST CHURCH AND THEIR DESCENDANTS FOR AN INCIDENT WHICH OCCURRED ON SUNDAY, SEPTEMBER 22, 1963, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILWOMAN TABATHA TAYLOR**

**WHEREAS**, Little Union Baptist Church was the epicenter of the civil rights movement in Shreveport, where the late Pastor, Dr. Claude Clifford McLain fearlessly allowed strategy planning meetings, in terms of demonstration, sit-ins, and mass-meeting; and

**WHEREAS**, on September 15, 1963, six African Americans, including four young girls, were killed in Birmingham, Alabama, when a bomb exploded in a church where they were worshipping; and

**WHEREAS**, as a result of the tragic event, President John F. Kennedy proclaimed that September 22, 1963, would be a day of national mourning and the NAACP asked that its local chapters across the country hold memorial services on that day; and

**WHEREAS**, on September 22, 1963, a memorial service was held at Little Union Baptist Church located at 1846 Milam Street; and

**WHEREAS**, that day, resistance to justice and equality became a reality for all as displayed by Shreveport City Police in an act of sacrilege and desecration when they rode horses inside the newly renovated church sanctuary up and down the aisles, leaving a trail of horse manure before grabbing Reverend Harry Blake and savagely beating him outside the building; and

**WHEREAS**, while it has been almost 60 years since that day of infamy in the 130-year history of their congregation, members of the church who are still alive bear emotional scars from that event. The sights, sounds, and odor of that event are still vivid in the minds of members who were children at that time and were engaged in cleaning the refuse left by the horses; and

**WHEREAS**, while no legal remedy is possible and our city has made progress in the area of race relations, the City of Shreveport owes an official apology for the treatment Little Union Baptist Church and their descendants received at the hands of officers and employees of the City of Shreveport.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that an official apology is extended to the members of Little Union Baptist Church and their descendants for the treatment they suffered at the hands of officers, employees and agents of the City of Shreveport which occurred on Sunday, September 22, 1963.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Little Union Baptist Church, and the other original filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

**RESOLUTION NO. 18 OF 2022**

**A RESOLUTION TO OFFER AN APOLOGY TO THE STUDENTS OF BOOKER T. WASHINGTON HIGH SCHOOL, LED BY REVEREND H. CALVIN AUSTIN FOR AN INCIDENT WHICH OCCURRED ON MONDAY, SEPTEMBER 23, 1963, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILWOMAN TABATHA TAYLOR**

**WHEREAS**, On Monday, September 23, 1963, the students at Booker T. Washington High School, led by Reverend H. Calvin Austin conducted a peaceful march from Booker T. Washington High School down Milam Street headed to downtown Shreveport; and

**WHEREAS**, the students were met by Police Chief George D'Artois and a mob of armed officers on foot and in squad cars. The students were ordered back to school but stood their ground in protest for the beating to Reverend Harry Blake on Sunday, September 22, 1963; and

**WHEREAS**, when the children refused to turn back, police brutally attacked them with batons and teargas; and

**WHEREAS**, students frantically ran from officers and returned to the campus of Booker T. Washington, police attempted to enter the school and proceeded to attack Principal R. H. Brown and several teachers as they attempted to protect the students; and

**WHEREAS**, several students and teachers were arrested and taken to jail, among those was Reverend H. Calvin Austin, who was charged with in sighting a riot, unlawful assembly, and disturbing the peace; and

**WHEREAS**, after spending 45 days in jail Reverend H. Calvin Austin was expelled from Booker T. Washington High School by the Caddo Parish School Board and was banned from attending public school in Caddo Parish and surrounding areas. Reverend H. Calvin Austin was forced to complete his senior year of education in the City of New Orleans; and

**WHEREAS**, the City of Shreveport owes an official apology to the students of Booker T. Washington High School, led by Reverend H. Calvin Austin for the treatment they received at the hands of officers and employees of the City of Shreveport.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, regular and legal session convened, that an official apology is extended to the students of Booker T. Washington High School, led by Reverend H. Calvin Austin for the treatment they received at the hands of officers and employees and agents of the City of Shreveport which occurred on Monday, September 23, 1963.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Booker T. Washington High School, Reverend H. Calvin Austin, and the other original filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**RESOLUTION NO. \_\_\_ OF 2022**

**A RESOLUTION TO CELEBRATE SOUTHERN UNIVERSITY MUSEUM OF ART AT SHREVEPORT'S 20<sup>TH</sup> ANNIVERSARY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**COUNCILMEMBER: LEVETTE FULLER**

**WHEREAS**, the mission of the Southern University Museum of Art at Shreveport (SUMAS) is to assure that the art, artifacts, and other treasured works of Africans, African-Americans and their descendants are accessible to the community in an organized and cherished collection, in a place of historic significance on the campus of Southern University at Shreveport; and

**WHEREAS**, it is the goal of the SUMAS to provide an array of learning experiences to a variety of audiences, and to serve as a resource for diverse communities through the imaginative use of the museum and its collections; and

**WHEREAS**, SUMAS is primarily aimed at educating the public about the history of African and African-Americans through the artistic, historical and cultural contributions they have made to the American experience; and

**WHEREAS**, SUMAS features African art from the major art-producing regions of Africa including: Mali, Nigeria, the Ivory Coast of West Africa, Cameroon, and the Congo and includes over 300 artifacts and represents the foundation of the museum's permanent collection of African art; and

**WHEREAS**, the Museum features African-American art from the permanent collection of the Southern University Museum of Art in Baton Rouge;

**WHEREAS**, SUMAS will celebrate their 20<sup>th</sup> anniversary on February 24, 2022.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, acting in due, regular, and legal session convened, that the City Council hereby celebrates the 20<sup>th</sup> anniversary of the Southern University Museum of Art at Shreveport.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Shreveport University Museum of Art Shreveport, and the other resolution filed in perpetuity in the office of the Clerk of Council for the City of Shreveport.

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**RESOLUTION NO. 20 OF 2022**

**A RESOLUTION TO DEDICATE THE 600 BLOCK OF 65<sup>TH</sup> STREET AT CLIFT AVENUE AND WALLACE AVENUE IN HONOR OF THE LATE REVEREND DOCTOR G. W. ODOM FOR HIS COMMITMENT AND CONTRIBUTIONS TO HIS COMMUNITY AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY: COUNCILWOMAN FULLER**

**WHEREAS**, Rev. G. W. Odom attended Ingersoll Elementary School and was a student at Coleman and Bishop Colleges; and

**WHEREAS**, Rev. G. W. Odom was the oldest living pastor to pastor two churches for over fifty years; and

**WHEREAS**, Rev. G. W. Odom pastored both New Bethlehem Baptist Church and Union Star Baptist Church; and

**WHEREAS**, Rev. G. W. Odom attended Ingersoll Elementary School and was a student at Coleman and Bishop Colleges; and

**WHEREAS**, Rev. G. W. Odom founded and was the moderator of the Independent Baptist Association; and

**WHEREAS**, Rev. G. W. Odom was an instructor at the Inter-Baptist Theological Association where he received his Doctorate Degree in Theology; and

**WHEREAS**, Rev. G. W. Odom has held leadership roles at the BM & E Convention and the Los Angeles, California crusade; and

**WHEREAS**, Rev. G. W. Odom was married to Johnny Mae Odom; and

**WHEREAS**, on December 6, 2011, Rev. G. W. Odom transitioned to his place in Heaven leaving a great void in his community and surrounding areas.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor on behalf of the City is authorized to dedicate the 600 Block of 65<sup>th</sup> Street at Clift Avenue and Wallace Avenue in honor of the Late Reverend Doctor G. W. Odom, because of his many contributions to his community and the City of Shreveport.

**BE IT FURTHER RESOLVED** that in accordance with Resolution 156 of 2019, the dedication marker should be approximately 9 inches wide and should be placed on an existing standard or street sign if the placement is authorized by Traffic Engineering.

**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. \_\_\_\_ OF 2022**

**A RESOLUTION RECOMMENDING THE LOUISIANA BOARD OF COMMERCE AND INDUSTRY TERMINATE INFERNO MANUFACTURING'S TAX EXEMPTION, INDUSTRIAL TAX EXEMPTION PROGRAM CONTRACT #20180099-ITE, FOR NON-COMPLIANCE AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JOHN NICKELSON**

**WHEREAS**, in a letter dated January 6, 2022, the Louisiana Department of Economic Development provided notice to the City of Shreveport that Inferno Manufacturing ("Company") had defaulted on a contract for the Industrial Tax Exemption Program (ITEP), Contract #20180099-ITE ("Contract"); and

**WHEREAS**, the Company's Annual Certification of Compliance was received past the deadline and the Company's actual jobs and payroll was 0 jobs and payroll of \$0, therefore they were not in compliance with the Company Objectives in Exhibit A to the Contract; and

**WHEREAS**, the Company Objectives in Exhibit A to the Contract required 2 jobs and payroll of \$100,000 for Project Year 2020; and

**WHEREAS**, in accordance with Section 6.01(B)(4) of Exhibit A to the Contract, the local government entities can make a recommendation to the Louisiana Board of Commerce and Industry ("Board") on the consequence for non-compliance; and

**WHEREAS**, the deadline provided in the notice to ensure consideration by the Louisiana Board of Commerce and Industry of any local action is March 7, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Shreveport in due, regular, and legal session convened that the City Council recommends the Louisiana Board of Commerce and Industry terminate Inferno Manufacturing's tax exemption, Industrial Tax Exemption Program Contract #20180099-ITE.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to the Louisiana Department of Economic Development.

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

January 6, 2022

Mayor Adrian Perkins  
Attn: Mr. Henry Whitehorn, CAO  
City of Shreveport  
505 Travis Street, Suite 600  
Shreveport, LA 71101

RE: Inferno Manufacturing  
Industrial Tax Exemption Program Contract #20180099-ITE - \$256,990.00  
Notice of Non-Compliance  
RESPONSE DEADLINE: March 7, 2022

Dear Mayor Perkins:

The Exhibit “A” Agreement made between Louisiana Department of Economic Development (“LED”) and Inferno Manufacturing (“Company”), was entered into for the Industrial Tax Exemption Program (“ITEP”) to obtain the above-referenced exemption from ad valorem taxes in Caddo Parish.

This notice is being provided to you in accordance with Section 6.01(B)(4) of Exhibit A to the above referenced Exemption Contract. Section 7.02 of Exhibit A requires timely Annual Certification of Compliance to be submitted to LED each Project Year outlining the following Company Objectives set forth in Section 4.02(B):

**Project Year: 2020**  
**Required Jobs: 2**  
**Required Payroll: \$100,000**

Pursuant to Exhibit A, notice is hereby given that the Company failed to satisfy the requirements of Exhibit A for the following reason(s):

Annual Certification of Compliance was received past the Deadline set forth in Section 7.02 and upon review, the Company’s actual Annual Jobs and Payroll was **0 Jobs** with **Payroll of \$0**; therefore, Company is not in compliance with Company Objectives for this Project Year due to not creating and/or maintaining the new jobs and payroll required.

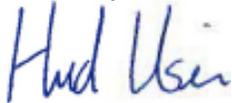
Local Governmental Entities may either defer any decision or action on the Company’s non-compliance to the Louisiana Board of Commerce and Industry, (“Board”), or in accordance with Section 6.01(B)(4) of the Exhibit A, make a recommendation to the Board on the consequence for non-compliance.

Alternatively, as further provided by Section 6.01(B)(4), the Local Governmental Entities and the Company may agree on a Default Payment that the Company can make to each of the Local Governmental Entities in the agreed amount, in which case, the current terms of the Exemption Contract shall remain the same without further consideration by the Board.

In order to make a recommendation to the Board or notify the Board if the Company makes a Default Payment, the Local Governmental Entity or Entities **must provide written notice, by resolution or otherwise, as appropriate, to LED** either: 1) outlining the Local Governmental Entity's recommendation to the Board to reduce the term of the exemption, reduce the annual percentage of the exemption or terminate the exemption or, 2) confirming that the Company has made a Default Payment. In order to ensure Board consideration of any local action, written notice should be provided to LED no later than **March 7, 2022**.

If notice is not received, it will be noted as such upon presentation to the Board, which LED anticipates will occur at the next available meeting when submitted for final consideration and/or action. Thank you for your prompt attention to this matter.

Sincerely,



Hud Usie  
Program Administrator  
Industrial Tax Exemption Program  
(225) 342-5399  
[Hud.Usie@la.gov](mailto:Hud.Usie@la.gov)

c: Assessor, Caddo Parish  
Applicant, Inferno Manufacturing

**RESOLUTION NO. \_\_\_\_\_ OF 2022**

**A RESOLUTION TO DEDICATE THE 700 OF BLOCK PUJO STREET IN HONOR OF CHARLEY F. WILLIAMS FOR HIS COMMITMENT AND CONTRIBUTIONS TO THE CEDAR GROVE COMMUNITY AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMAN BOUCHER**

**WHEREAS**, Charley F. Williams was born on June 29, 1934, in Frierson, Louisiana and passed away in August of 2021, at the age of 87; and

**WHEREAS**, Charley F. Williams began his ministry in 1961 and served as pastor of the Mt. Olive Baptist Church for 50 years; and

**WHEREAS**, Charley F. Williams performed many duties to the community, he dedicated babies to God, performed marriages, hosted revivals, comforted members during the loss of loved ones, and mentored young ministers; and

**WHEREAS**, Charley F. Williams served with honor, integrity, pride and steadfast commitment to God.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor on behalf of the City is authorized to dedicate the 700 block of Pujo Street in honor of Charley F. Williams for his commitment and contributions to the Cedar Grove Community and the City of Shreveport.

**BE IT FURTHER RESOLVED** that in accordance with Resolution No. 156 of 2019, the dedication marker should be approximately 9 inches tall and 42 inches wide and should be placed on an existing standard or street sign if the placement is authorized by Traffic Engineering.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<b><u>TITLE</u></b> A Resolution providing for canvassing the returns and declaring the results of the Special Election held in the City of Shreveport, State of Louisiana, on Saturday, December 11, 2021 and to promulgate the results thereof.	<b><u>DATE</u></b> February 16, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> City Attorney’s Office <b><u>COUNCIL DISTRICT</u></b> City-wide <b><u>SPONSOR</u></b>
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**PURPOSE**  
To canvass the returns and declare the result of the special election held on Saturday, December 11, 2021 and to promulgate the results thereof.

**BACKGROUND INFORMATION**  
This action is required by La R.S. 18:1292 and 1293.

<b><u>TIMETABLE</u></b> Introduction: February 22, 2022 Final Passage: February 22, 2022	<b><u>ATTACHMENTS</u></b> Exhibit "A" Transcribed totals of votes
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**SPECIAL PROCEDURAL REQUIREMENTS**  
Pursuant to [La R.S. 18:1292](#), the result of the election must be promulgated by one publication in a newspaper of general circulation in the City. Therefore, both the Resolution and the Procès Verbal should be published as part of the minutes of the meeting.  
  
Pursuant to [La. R.S. 18:1293](#), the governing authority ordering the election shall preserve a procès verbal of the canvass. . . . The governing authority shall forward a copy of the procès verbal to the secretary of state, who shall record it. A copy also shall be forwarded to the clerk of the district court . . . who shall record it in the mortgage records. A copy shall be retained in the archives of the office of the governing authority ordering the election.

<b><u>FINANCES</u></b> N/A	<b><u>SOURCE OF FUNDS</u></b> N/A
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**ALTERNATIVES**  
(1) Adopt the Resolution as submitted; (2) Amend the Resolution, then adopt; or (3) Reject the Resolution.

**RECOMMENDATION**  
The City Attorney’s Office recommends adoption of the Resolution.

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

RESOLUTION NO. \_\_\_\_ OF 2022

**A RESOLUTION PROVIDING FOR CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD IN THE CITY OF SHREVEPORT, STATE OF LOUISIANA, ON SATURDAY, DECEMBER 11, 2021 AND TO PROMULGATE THE RESULTS THEREOF.**

**BE IT RESOLVED** by the City Council, acting as the governing authority (the "**Governing Authority**") of the City of Shreveport, State of Louisiana (the "**City**") that:

**SECTION 1. Canvass.** This Governing Authority does now proceed in open and public session to examine the official tabulations of votes cast at the special election held by the City on **SATURDAY DECEMBER 11, 2021** and said Governing Authority does further proceed to examine and canvass the returns and declare the results of the special election.

**SECTION 2. Procès Verbal.** A *Procès Verbal* of the canvass of the returns of said election shall be made and a certified copy thereof shall be forwarded to the Secretary of State, Baton Rouge, Louisiana, who shall record the same in his office; another certified copy thereof shall be forwarded to the Clerk of Court and *Ex-Officio* Recorder of Mortgages in and for the Parishes of Bossier and Caddo, who shall record the same in the Mortgage Records of each Parish, respectively; and another copy thereof shall be retained in the archives of this Governing Authority.

**SECTION 3. Promulgation of Election Results.** The results of said election shall be promulgated by publication in the manner provided by law.

**SECTION 4. Election Cost.** The cost of the election as determined by the Louisiana Secretary of State was \$162,006.29.

## **CITY OF SHREVEPORT PROPOSITIONS**

### **PROPOSITION NO. 1**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Seventy Million Six Hundred Fifty Thousand Dollars (\$70,650,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and improving public facilities and equipment for (i) police department, and (ii) fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

### **PROPOSITION NO. 2**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-Two Million Seven Hundred Forty Thousand Dollars (\$22,740,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of technological upgrades and improvements, and economic development, including but not limited to industrial park and workforce development facilities, along with appurtenances and infrastructure related thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

### **PROPOSITION NO. 3**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Four Million Seven Hundred Thousand Dollars (\$64,700,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving water and sewer systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be

levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**PROPOSITION NO. 4**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Three Million Three Hundred Seventy-Five Thousand Dollars (\$63,375,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving streets, highways, bridges, and drainage systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

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**PROPOSITION NO. 5**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-One Million One Hundred Thirty-Five Thousand Dollars (\$21,135,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of constructing, acquiring, and/or improving public facilities for parks and recreation, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

**PROPOSITION NO. 1**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Seventy Million Six Hundred Fifty Thousand Dollars (\$70,650,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and improving public facilities and equipment for (i) police department, and (ii) fire department, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	4	7
			Early Voting	9	4
			<b>Total</b>	<b>19</b>	<b>15</b>

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multipurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	11
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	81	71
			Shreveport	43	32
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	56	40
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	81	56
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	6	1
		2127 C.E. Galloway Blvd	Shreveport	5	1
00-006	Stoner Hill Elementary Lab School	Blvd	Shreveport	5	1
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	25	20
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	58	37
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	48	40
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	88	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	57	57
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	82	60
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	141	94
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	34	30
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	53	36
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	73	57
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	46	29
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	103	47
00-021	South Highland Elementary School	831 Erie Street	Shreveport	61	41
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	120	96
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary School	6215 Fairfield Avenue 831 Erie Street 2715 Corbitt St/Hearne Ave Ent	Shreveport Shreveport	27 95	19 61
00-025	Werner Park Elementary School	Ave Ent	Shreveport	29	30
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	83 61	32 32
00-027	Mall St Vincent	Avenue	Shreveport	61	32
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	2	2
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem Lib	21004 Milam Street 3704 Greenwood Rd	Shreveport Shreveport	27 101	25 50
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent Avenue	Shreveport	26	34
00-032	Mall St. Vincent Caddo Heights Math/Science Elem School	Avenue 1702 Corbitt Street	Shreveport	24	23
00-034	Elem School	1702 Corbitt Street	Shreveport	38	31
00-035	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	28	12
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	45	26
00-037	Queensborough Elem School Caddo Middle Career/Technology School	2701 Catherine Street 6310 Clift Avenue	Shreveport Shreveport	25 29	24 28
00-038	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	21	17
00-039	Credit and Recovery Center Judson Elem Fundamental Magnet Sc	401 N. Holzman Street 3809 Judson Street	Shreveport Shreveport	18 15	10 6
00-041	Magnet Sc	3809 Judson Street	Shreveport	15	6
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	15	11
00-044	Bilberry Park Community Center Judson Elem Fundamental Magnet Sc	1902 Alabama Street 3809 Judson Street	Shreveport Shreveport	33 46	9 32
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	46	32
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	28	26
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	65	42
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	70	52
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	58	56
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	57	42
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	63	24
00-051	81 <sup>st</sup> Street Ece Center	8108 Fairfield Avenue	Shreveport	62	35
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	24	14
00-053	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	20	17
00-054	Judson Elem Fundamental	3809 Judson St.	Shreveport	40	16

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
	Magnet Sc				
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	30	11
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	76	78
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	32	20
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	40	28
00-059	Morning Star Baptist Church	401 W. 70 <sup>th</sup> Street	Shreveport	28	20
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	39	12
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	28
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	71	34
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	46	29
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	28	20
00-065	Southwood High School	9000 Walker Road	Shreveport	41	24
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	24	13
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	93	74
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	48	35
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	56	41
00-071	University Elem School	351 Hearne Avenue	Shreveport	33	17
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	37	27
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	64	50
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	11	8
00-075 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	98	107
00-076	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	60	61
00-077 (in part)	Calvary Baptist Church	8933 Linwood Avenue	Shreveport	68	104
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	51	21
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	23	19
00-081 (in part)	North Highlands Elem School	37 King Jr. Drive	Shreveport	37	15
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	57	43
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	57	26
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	98	34
00-085 (in part)	Huntington High School	4153 Pines Road	Shreveport	98	34
00-086	Huntington High School	6801 Raspberry Lane	Shreveport	55	40
00-087 (in part)	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	38	18
00-088 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	59	30
00-089 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	40	39
00-090A	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	64	48
00-090B	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	35	33
00-091A	Ridgewood Middle School	Industrial Loop	Shreveport	31	27
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	30	19
00-092	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	35	28
	Forest Hill Elem School	2005 Francais Drive	Shreveport	61	55

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	39	43
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	49	51
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	52	42
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	25	41
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	30	24
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	21	9
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	56	14
00-101	University Elem School	9900 Smitherman Drive	Shreveport	48	47
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	61	33
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	92	65
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	113	164
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	13	13
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	12	13
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	35	41
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	106	124
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	82	117
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	25	19
00-112	University Elem School	9900 Smitherman Drive	Shreveport	46	35
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	43	36
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	52	23
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	117	132
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	90	28
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	127	181
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	47	38
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	4	5
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	4	7
			Early Voting	3424	1912
			<b>TOTAL</b>	<b>9202</b>	<b>6345</b>

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 9,221 votes cast **IN FAVOR OF** the Proposition No. 1 and a total of 6,360 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY PASSED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 1 as hereinabove set forth **DULY PASSED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

**PROPOSITION NO. 2**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-Two Million Seven Hundred Forty Thousand Dollars (\$22,740,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of technological upgrades and improvements, and economic development, including but not limited to industrial park and workforce development facilities, along with appurtenances and infrastructure related thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	5	5
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	9
			<b>Total</b>	<b>12</b>	<b>22</b>

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Muiltpurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	12	12
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	58	94
			Shreveport	38	37
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	51	44
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	69	67
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	2	5
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	18	29

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	38	57
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	20	70
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	44	83
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	28	87
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	50	91
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	67	167
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	24	40
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	43	45
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	32	98
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	32	42
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	59	94
00-021	South Highland Elementary School	831 Erie Street	Shreveport	31	71
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	52	161
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	21
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	54	104
00-025	Werner Park Elementary School	Ave Ent	Shreveport	22	35
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	40	74
00-027	Mall St Vincent	Avenue	Shreveport	43	52
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	1	2
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	28
00-030	Lib	3704 Greenwood Rd	Shreveport	88	63
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	24	35
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	19	27
00-034	Elem School	1702 Corbitt Street	Shreveport	35	33
00-035	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	25	15
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	41	30
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	25	26
00-038	School J S Clark Microsociety Mid	6310 Clift Avenue	Shreveport	27	29
00-039	School	351 Hearne Avenue	Shreveport	19	18
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	17	11
00-041	Magnet Sc	3809 Judson Street	Shreveport	13	9
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	10	16
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	29	11
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	47	30
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	26	27
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	47	61
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	35	86
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	29	84
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	16	82
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	58	29
00-051	81 <sup>st</sup> Street Ece Center	8108 Fairfield Avenue	Shreveport	58	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	25	13
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	18	20
00-054	Magnet Sc	3809 Judson St.	Shreveport	39	18
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	22	19
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	34	119
00-057	Pine Grove Elementary School Caddo Heights Math/Science	1700 Caldwell Street	Shreveport	31	19
00-058	Elem Sch	1702 Corbitt Street	Shreveport	38	32
00-059	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	25	22
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	34	16
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	26
00-062 (in part)	Southwood High School	9000 Walker Road 3131 Ardis Taylor	Shreveport	72	33
00-063 (in part)	Summerfield Elem School	Drive 2127 C E Galloway	Shreveport	40	36
00-064	Stoner Hill Elem Lab School	Blvd	Shreveport	29	19
00-065	Southwood High School	9000 Walker Road	Shreveport	32	28
00-067	Galilee Baptist Church Cedar Grove/Line Avenue	150 Pierre Avenue	Shreveport	22	15
00-068	Library	8303 Line Avenue	Shreveport	44	120
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	40	44
00-070	Westwood Elem School J S Clark Microsociety Mid	7325 Jewella Avenue	Shreveport	52	44
00-071	School	351 Hearne Avenue	Shreveport	33	19
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	9	55
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose	1625 David Raines Rd 3050 Martin Luther	Shreveport	58	55
00-074	Center Cedar Grove/Line Avenue	King Jr. Dr.	Shreveport	10	8
00-075 (in part)	Library	8303 Line Avenue	Shreveport	46	158
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	37	84
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	39	134
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	48	24
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose	5340 Jewella Avenue 3050 Martin Luther	Shreveport	20	22
00-081 (in part)	Center	King Jr. Drive	Shreveport	29	22
00-082	North Highlands Elem School	885 Poleman Road	Shreveport	35	63
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	36	45
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	82	53
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	44
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	38	18
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle	6801 Raspberry Lane	Shreveport	53	35
00-088 (in part)	School	9360 Woolworth Road 3131 Ardis Taylor	Shreveport	34	45
00-089 (in part)	Summerfield Elem School	Drive 2955 Bert Kouns	Shreveport	42	69
00-090A	Summer Grove Elem School	Industrial Loop	Shreveport	23	45
00-090B	Summer Grove Elem School	Industrial Loop	Shreveport	21	37

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	23	26
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	16	44
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	36	79
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	27	55
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	38	62
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	33	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	14	52
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	25	31
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	21	10
00-100 (in part)	Huntington High School	6801 Rasberry Lane	Shreveport	50	20
00-101	University Elem School	9900 Smitherman Drive	Shreveport	27	68
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	26	69
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	57	101
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	17	258
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	12	14
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	9	16
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	15	61
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	35	195
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	28	168
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	25	19
00-112	University Elem School	9900 Smitherman Drive	Shreveport	20	62
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	21	56
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	46	27
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	38	210
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	70	46
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	36	268
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	36	50
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2260	3045
			<b>TOTAL</b>	<b>6119</b>	<b>9358</b>

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 6131 votes cast **IN FAVOR OF** the Proposition No. 2 and a total of 9380 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 1 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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There was found by said count and canvass that the following votes had been cast at the said special election in favor of and against, respectively, the proposition as hereinabove set forth at the following polling places, to-wit:

**PROPOSITION NO. 3**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Four Million Seven Hundred Thousand Dollars (\$64,700,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving water and sewer systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	2	8
			Early Voting	7	7
		<b>Total</b>		<b>15</b>	<b>19</b>

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Multipurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	13	13
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	65	86
			Shreveport	34	40
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	55	38
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	73	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	2	4
		2127 C.E. Galloway Blvd	Shreveport	4	2
00-006	Stoner Hill Elementary Lab School	Blvd	Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	19	29
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	41	52
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	24	67

**VOTE  
TABULATION**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>YES</u>	<u>NO</u>
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	51	77
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	33	81
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	58	83
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	74	160
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	26	37
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	49	38
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	35	94
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	37	39
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	69	83
00-021	South Highland Elementary School	831 Erie Street	Shreveport	38	63
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	60	154
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary School	6215 Fairfield Avenue 831 Erie Street 2715 Corbitt St/Hearne Ave Ent	Shreveport Shreveport	25 57	21 101
00-024	Werner Park Elementary School	Ave Ent	Shreveport	24	34
00-025	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	47 45	68 50
00-026	Mall St Vincent	Avenue	Shreveport	45	50
00-027	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-028	BT Washington New Tech Hs Atkins Branch Shreveport Mem Lib	21004 Milam Street 3704 Greenwood Rd	Shreveport Shreveport	23 94	29 58
00-029	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent Avenue	Shreveport Shreveport	23 21	35 26
00-030	Mall St. Vincent Caddo Heights Math/Science Elem School	Avenue 1702 Corbitt Street	Shreveport	21	26
00-031	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	35	34
00-032	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	28	12
00-033	Queensborough Elem School	2701 Catherine Street	Shreveport	40	31
00-034	Caddo Middle Career/Technology School	2701 Catherine Street 6310 Clift Avenue	Shreveport Shreveport	25 28	25 28
00-035	J S Clark Microsociety Mid School	6310 Clift Avenue 351 Hearne Avenue	Shreveport Shreveport	28 21	28 16
00-036	Credit and Recovery Center Judson Elem Fundamental Magnet Sc	401 N. Holzman Street 3809 Judson Street	Shreveport Shreveport	18 15	10 7
00-037	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	13	13
00-038	Bilberry Park Community Center Judson Elem Fundamental Magnet Sc	1902 Alabama Street 3809 Judson Street	Shreveport Shreveport	33 46	7 30
00-039 (in part)	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	29	24
00-040	Western Hills Baptist Church	4153 Pines Road	Shreveport	48	59
00-041	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	42	79
00-042	Youree Drive Middle School	6008 Youree Drive	Shreveport	36	76
00-043	Youree Drive Middle School	6008 Youree Drive	Shreveport	26	72
00-044	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	59	28
00-045	81 <sup>st</sup> Street Ece Center	8108 Fairfield Avenue	Shreveport	59	38
00-046	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	26	12
00-047	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	21	16

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-054	Judson Elem Fundamental Magnet Sc	3809 Judson St.	Shreveport	39	18
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	24	17
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	43	108
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	34	18
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	43	27
00-059	Morning Star Baptist Church	401 W. 70 <sup>th</sup> Street	Shreveport	25	22
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	35	14
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	33	24
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	73	33
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	41	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	29	19
00-065	Southwood High School	9000 Walker Road	Shreveport	35	30
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	22	16
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	51	113
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	45	38
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	56	39
00-071	University Elem School	351 Hearne Avenue	Shreveport	30	20
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	13	51
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	60	50
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	10	7
00-075 (in part)	University Elementary School	8303 Line Avenue	Shreveport	52	151
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	43	78
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	46	126
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	14	17
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	47	24
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	19	22
00-081 (in part)	North Highlands Elem School	King Jr. Drive	Shreveport	33	18
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	40	58
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	40	39
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	84	51
00-085 (in part)	Huntington High School	4801 Raspberry Lane	Shreveport	48	46
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	37	17
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	58	30
00-088 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	38	41
00-089 (in part)	Summerfield Elem School	2955 Bert Kouns	Shreveport	46	67
00-090A	Summer Grove Elem School	Industrial Loop	Shreveport	28	38
00-090B	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	25	33
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	26	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	22	40

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	46	70
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	31	49
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	37	62
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	33	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	19	47
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	24	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	22	8
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	52	18
00-101	University Elem School	9900 Smitherman Drive	Shreveport	34	61
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	40	55
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	67	92
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	31	245
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	15	12
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	10	15
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	20	56
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	44	186
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	28	169
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	32	51
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	25	53
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	51	20
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	49	200
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	78	40
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	52	253
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	35	50
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2892	2431
			<b>TOTAL</b>	<b>7155</b>	<b>8335</b>

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 7170 votes cast **IN FAVOR OF** the Proposition No. 3 and a total of 8354 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 3 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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**PROPOSITION NO. 4**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Sixty-Three Million Three Hundred Seventy-Five Thousand Dollars (\$63,375,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 3.75 mills), for the purposes of constructing, acquiring, and/or improving streets, highways, bridges, and drainage systems, along with appurtenances thereto and acquiring necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	6	4
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	10
			<b>Total</b>	<b>13</b>	<b>22</b>

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Mulitpurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	10
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	65	86
			Shreveport	40	35
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	55	40
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	73	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	3	4
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	18	30
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	42	53
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	26	65
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	51	77
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	34	79

<u>PRECINCT</u>	<u>POLL PLACE</u>	<u>POLL PLACE</u>	<u>CITY</u>	<u>VOTE</u>	
	<u>NAME</u>	<u>LOCATION</u>		<u>YES</u>	<u>NO</u>
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	58	83
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	76	158
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	23	39
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	45	42
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	38	92
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	34	41
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	65	88
00-021	South Highland Elementary School	831 Erie Street	Shreveport	41	61
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	56	158
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	22
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	58	100
00-025	Werner Park Elementary School	Ave Ent	Shreveport	26	33
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	46	68
00-027	Mall St Vincent	Avenue	Shreveport	45	50
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	29
00-030	Lib	3704 Greenwood Rd	Shreveport	95	56
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	24	36
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	21	25
00-034	Elem School	1702 Corbitt Street	Shreveport	35	34
00-035	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	26	13
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	42	29
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	24	27
00-038	School	6310 Clift Avenue	Shreveport	28	27
00-039	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	20	16
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	16	12
00-041	Magnet Sc	3809 Judson Street	Shreveport	15	7
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	11	15
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	31	11
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	47	29
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	27	25
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	51	57
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	38	82
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	32	81
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	30	69
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	62	27
00-051	81 <sup>st</sup> Street Ece Center	8108 Fairfield Avenue	Shreveport	59	39
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	25	13
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	21	17
00-054	Magnet Sc	3809 Judson St.	Shreveport	40	17

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	24	17
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	42	110
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	33	19
00-058	Linwood Public Charter School	1702 Corbitt Street	Shreveport	42	28
00-059	Morning Star Baptist Church	401 W. 70 <sup>th</sup> Street	Shreveport	29	18
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	35	16
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	31	27
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	74	32
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	41	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	28	20
00-065	Southwood High School	9000 Walker Road	Shreveport	36	30
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	22	15
00-068	Westwood Elem School	8303 Line Avenue	Shreveport	51	113
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	43	41
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	62	32
00-071	University Elem School	351 Hearne Avenue	Shreveport	34	18
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	15	49
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	61	53
00-074	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	7	9
00-075 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	54	150
00-076	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	39	82
00-077 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	46	126
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	15	16
00-079 (in part)	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	9333 Linwood Avenue	Shreveport	50	22
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	21	22
00-081 (in part)	North Highlands Elem School	31	Shreveport	31	20
00-082	Western Hills Baptist Church	885 Poleman Road	Shreveport	41	59
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	41	40
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	84	50
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	52	43
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	39	17
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	57	31
00-088 (in part)	Summerfield Elem School	9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	37	42
00-089 (in part)	Summerfield Elem School	2955 Bert Kouns	Shreveport	47	66
00-090A	Summer Grove Elem School	Industrial Loop 2955 Bert Kouns	Shreveport	25	42
00-090B	Summer Grove Elem School	Industrial Loop	Shreveport	22	34
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	26	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	19	42
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	47	70
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	27	54

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	34	64
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	32	62
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	18	48
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	24	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	22	8
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	19
00-101	University Elem School	9900 Smitherman Drive	Shreveport	33	62
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	36	58
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	66	93
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	31	245
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	13	13
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	12	13
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	19	57
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	43	186
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	27	173
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	30	52
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	24	53
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	52	22
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	49	200
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	78	38
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	44	259
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	34	52
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	4	5
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2859	2434
			<b>TOTAL</b>	<b>7101</b>	<b>8385</b>

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 7114 votes cast **IN FAVOR OF** the Proposition No. 4 and a total of 8407 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 4 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

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**PROPOSITION NO. 5**

Shall the City of Shreveport, State of Louisiana (the "City"), (a) incur debt and issue bonds, in one or more series, not exceeding the amount of Twenty-One Million One Hundred Thirty-Five Thousand Dollars (\$21,135,000), not exceeding twenty (20) years from date thereof, with interest at a rate or rates not exceeding seven per centum (7.00%) per annum, if taxable and not exceeding five per centum (5.00%) per annum, if tax-exempt (the estimated millage rate to be levied in the first year of issue is 1.25 mills), for the purposes of constructing, acquiring, and/or improving public facilities for parks and recreation, along with acquiring the necessary buildings, land and/or rights therein, equipment and furnishings therefore, which bonds will be general obligations of the City and will be payable from ad valorem taxes to be levied and collected in the manner provided by Article VI, Section 33 of the Constitution of the State of Louisiana of 1974 and statutory authority supplemental thereto?

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN BOSSIER PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
2-06 (in-part)	Bossier Elementary School	322 Colquitt Avenue	Bossier City	0	0
2-23	Waller Elementary School	1130 Patricia Drive	Bossier City	5	5
4-08C (in part)	Elm Grove Middle School	4301 Panther Drive	Bossier City	3	8
			Early Voting	4	10
			<b>Total</b>	<b>12</b>	<b>23</b>

**LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION  
PRECINCTS LOCATION REPORT FOR THE CITY IN CADDO PARISH**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-001	Sulsa at Shreveport Mulitpurpose Center	3050 Martin Luther King Jr. Dr.	Shreveport	15	9
00-002 (in part)	Willow Point Baptist Church Oak Park Elementary/Middle School	550 S. Lakeshore Dr.	Shreveport	55	96
			Shreveport	39	35
00-004	Southern Hills Elementary School	9075 Kingston Rd.	Shreveport	48	47
00-005A (in part)	Cherokee Park Elementary School	2010 Algonquin Trail	Shreveport	72	65
00-005B (in part)	Cherokee Park Elementary School	2010 Algonquin Trail 2127 C.E. Galloway Blvd	Shreveport	3	4
			Shreveport	4	2
00-007	Shreveport City Baptist Church	2810 Knight Street	Shreveport	19	29
00-008	Shreveport City Baptist Church	2810 Knight Street	Shreveport	39	53
00-009	Shreveport Island Elem. School	836 Sewanee Place	Shreveport	19	73
00-010	A C Steere Elementary School	4009 Youree Drive	Shreveport	46	81
00-011	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	21	94

<u>PRECINCT</u>	<u>POLL PLACE</u>	<u>POLL PLACE</u>	<u>CITY</u>	<u>VOTE</u>	
	<u>NAME</u>	<u>LOCATION</u>		<u>YES</u>	<u>NO</u>
00-012	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	51	90
00-013	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	67	167
00-014	Broadmoor Middle Lab School	441 Atlantic Ave	Shreveport	22	42
00-015	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	34	53
00-016	Haynes Ave. Baptist Church	610 Haynes	Shreveport	31	98
00-017	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	33	43
00-020	Byrd High School Learning Ctr	700 Kings Hwy	Shreveport	61	92
00-021	South Highland Elementary School	831 Erie Street	Shreveport	31	70
00-022	Broadmoor Middle Lab School	441 Atlantic Avenue	Shreveport	53	161
00-023	Fairfield Ave. Elementary Magnet South Highland Elementary	6215 Fairfield Avenue	Shreveport	25	22
00-024	School	831 Erie Street 2715 Corbitt St/Hearne	Shreveport	50	107
00-025	Werner Park Elementary School	Ave Ent	Shreveport	24	33
00-026	Betty Virginia Park Rec Bldg	4010 Line Avenue 1133 St. Vincent	Shreveport	36	78
00-027	Mall St Vincent	Avenue	Shreveport	37	58
00-028	Galilee Baptist Church	1500 Pierre Avenue	Shreveport	3	1
00-029	BT Washington New Tech Hs Atkins Branch Shreveport Mem	21004 Milam Street	Shreveport	23	29
00-030	Lib	3704 Greenwood Rd	Shreveport	90	63
00-031	Galilee Baptist Church	1500 Pierre Avenue 1133 St. Vincent	Shreveport	21	38
00-032	Mall St. Vincent Caddo Heights Math/Science	Avenue	Shreveport	19	28
00-034	Elem School	1702 Corbitt Street	Shreveport	35	33
00-035	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	23	16
00-036	Sunset Acres Elem School	6514 W. Canal Blvd	Shreveport	42	29
00-037	Queensborough Elem School Caddo Middle Career/Technology	2701 Catherine Street	Shreveport	23	28
00-038	School	6310 Clift Avenue	Shreveport	27	29
00-039	J S Clark Microsociety Mid School	351 Hearne Avenue	Shreveport	19	18
00-040	Credit and Recovery Center Judson Elem Fundamental	401 N. Holzman Street	Shreveport	17	11
00-041	Magnet Sc	3809 Judson Street	Shreveport	15	7
00-043	Praise Temple Baptist Cathedral	4725 Greenwood Rd	Shreveport	12	14
00-044	Bilberry Park Community Center Judson Elem Fundamental	1902 Alabama Street	Shreveport	32	10
00-045 (in part)	Magnet Sc	3809 Judson Street	Shreveport	46	30
00-046	Fair Park College Prep HS	3222 Greenwood Road	Shreveport	29	24
00-047 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	48	60
00-048	Haynes Avenue Baptist Church	610 Haynes Avenue	Shreveport	33	87
00-049A	Youree Drive Middle School	6008 Youree Drive	Shreveport	29	84
00-049B	Youree Drive Middle School	6008 Youree Drive	Shreveport	21	77
00-050	Caddo Middle Magnet School	7635 Cornelious Lane	Shreveport	58	30
00-051	81 <sup>st</sup> Street Ece Center	8108 Fairfield Avenue	Shreveport	58	39
00-052	Woodlawn Leadership Academy	7340 Wyngate Blvd	Shreveport	26	10
00-053	Sunset Acres Elem School Judson Elem Fundamental	6514 W. Canal Blvd	Shreveport	17	21
00-054	Magnet Sc	3809 Judson St.	Shreveport	39	18

**VOTE  
TABULATION**

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>YES</u>	<u>NO</u>
00-055 (in part)	Praise Temple Baptist Cathedral	4725 Greenwood Road	Shreveport	20	20
00-056 (in part)	University Elementary School	9900 Smitherman Drive	Shreveport	34	118
00-057	Pine Grove Elementary School Caddo Heights Math/Science Elem Sch	1700 Caldwell Street	Shreveport	31	20
00-058		1702 Corbitt Street	Shreveport	36	32
00-059	Linwood Public Charter School	401 W. 70 <sup>th</sup> Street	Shreveport	27	20
00-060	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	33	17
00-061	Morning Star Baptist Church	5340 Jewella Avenue	Shreveport	30	28
00-062 (in part)	Southwood High School	9000 Walker Road	Shreveport	72	33
00-063 (in part)	Summerfield Elem School	3131 Ardis Taylor Drive	Shreveport	40	36
00-064	Stoner Hill Elem Lab School	2127 C E Galloway Blvd	Shreveport	26	22
00-065	Southwood High School	9000 Walker Road	Shreveport	30	35
00-067	Galilee Baptist Church Cedar Grove/Line Avenue Library	150 Pierre Avenue	Shreveport	25	13
00-068		8303 Line Avenue	Shreveport	45	119
00-069 (in part)	Westwood Elem School	7325 Jewella Avenue	Shreveport	40	44
00-070	Westwood Elem School J S Clark Microsociety Mid School	7325 Jewella Avenue	Shreveport	54	40
00-071		351 Hearne Avenue	Shreveport	33	19
00-072 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	11	53
00-073 (in part)	David Raines Center Sulsa at Shreveport Multipurpose Center	1625 David Raines Rd 3050 Martin Luther King Jr. Dr.	Shreveport	57	56
00-074			Shreveport	9	9
00-075 (in part)	Cedar Grove/Line Avenue Library	8303 Line Avenue	Shreveport	46	159
00-076	University Elementary School	9900 Smitherman Drive	Shreveport	37	83
00-077 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	38	135
00-078 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	15	16
00-079 (in part)	Calvary Baptist Church	9333 Linwood Avenue	Shreveport	44	28
00-080	Morning Star Baptist Church Sulsa at Shreveport Multipurpose Center	5340 Jewella Avenue 3050 Martin Luther King Jr. Drive	Shreveport	22	21
00-081 (in part)			Shreveport	27	23
00-082	North Highlands Elem School	885 Poleman Road	Shreveport	35	64
00-083 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	39	42
00-084 (in part)	Western Hills Baptist Church	4153 Pines Road	Shreveport	73	60
00-085 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	48	45
00-086	Oak Park Elem/Middle School	4331 Henry Street	Shreveport	36	20
00-087 (in part)	Huntington High School Walnut Hill Elementary Middle School	6801 Raspberry Lane	Shreveport	55	34
00-088 (in part)		9360 Woolworth Road 3131 Ardis Taylor Drive	Shreveport	36	43
00-089 (in part)	Summerfield Elem School		Shreveport	43	69
00-090A	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	24	43
00-090B	Summer Grove Elem School	2955 Bert Kouns Industrial Loop	Shreveport	23	35
00-091A	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	25	24
00-091B	Ridgewood Middle School	2001 Ridgewood Drive	Shreveport	14	47
00-092	Forest Hill Elem School	2005 Francais Drive	Shreveport	37	79
00-093 (in part)	Southern Hills Elem School	9075 Kingston Road	Shreveport	25	56

<u>PRECINCT</u>	<u>POLL PLACE NAME</u>	<u>POLL PLACE LOCATION</u>	<u>CITY</u>	<u>VOTE TABULATION</u>	
				<u>YES</u>	<u>NO</u>
00-094	Christ United Methodist Church	1204 Crabapple Drive	Shreveport	36	64
00-095 (in part)	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	29	65
00-097 (in part)	Ellerbe Rd United Methodist Church	10130 Ellerbe Church Rd	Shreveport	15	51
00-098	Mall St. Vincent	1133 St. Vincent Avenue	Shreveport	23	32
00-099	Stoner Hill Elem Lab School	2127 C.E. Galloway Blvd	Shreveport	20	9
00-100 (in part)	Huntington High School	6801 Raspberry Lane	Shreveport	51	19
00-101	University Elem School	9900 Smitherman Drive	Shreveport	25	70
00-102 (in part)	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	25	70
00-103	Hamilton-Caddo Branch Library	2111 Bert Kouns	Shreveport	63	95
00-104 (in part)	Grace Community United Meth Chur	9400 Ellerbe Road	Shreveport	21	255
00-106 (in part)	Northwood High School	5939 Old Mooringsport Rd	Shreveport	10	16
00-107 (in part)	Grace Community United Meth Ch	9400 Ellerbe Rd	Shreveport	11	14
00-108 (in part)	University Elem School	9900 Smitherman Drive	Shreveport	17	59
00-109 (in part)	Ellerbe Road Baptist Church	10705 Ellerbe Road	Shreveport	32	198
00-110 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	23	175
00-111	Bilberry Park Community Center	1902 Alabama Street	Shreveport	26	18
00-112	University Elem School	9900 Smitherman Drive	Shreveport	26	57
00-113	Holy Trinity Lutheran Church	8895 Youree Drive	Shreveport	24	54
00-114 (in part)	Walnut Hill Elementary Middle School	9360 Woolworth Road	Shreveport	49	25
00-115 (in part)	Ellerbe Road United Methodist Church	10130 Ellerbe Church Road	Shreveport	39	211
00-122 (in part)	The Police/Fire Academy	6440 Greenwood Road	Shreveport	66	50
00-123 (in part)	Grawood Baptist Gymnasium	5841 Colquitt Road	Shreveport	0	0
00-125 (in part)	Keithville Elem/Middle School	12201 Mansfield Road	Shreveport	0	0
00-126 (in part)	Faith Baptist Church	10525 Linwood Avenue	Shreveport	0	1
00-128 (in part)	Norris Ferry Community Church	10509 Norris Ferry Road	Shreveport	36	267
00-129 (in part)	Shreveport Island Elem School	836 Sewanee Place	Shreveport	32	54
00-135 (in part)	Lakeview Baptist Church	4520 Tacoma Blvd	Shreveport	0	0
00-137 (in part)	Northwood High School	5939 Old Mooringsport Road	Shreveport	3	6
00-163 (in part)	Calvary Pentecostal Church	6811 Woolworth Road	Shreveport	2	8
			Early Voting	2204	3079
			<b>TOTAL</b>	<b>6043</b>	<b>9418</b>

The polling places above specified being the only polling places designated at which to hold the said election, it was therefore shown that there was a total of 6055 votes cast **IN FAVOR OF** the Proposition No. 4 and a total of 9441 votes cast **AGAINST** the Proposition as hereinabove set forth. **THE PROPOSITION DULY FAILED.**

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that Proposition No. 4 as hereinabove set forth **DULY FAILED** by a majority of the votes cast by the qualified electors voting at the said special election held in the City on Saturday, December 11, 2021.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

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

A Resolution authorizing the execution of a retainer agreement with J. Marshall Jones, Jr., a professional law corporation, to represent the City of Shreveport relative to water and sewer matters, and to otherwise provide with respect thereto.

**DATE**

February 16, 2022

**ORIGINATING DEPARTMENT**

Office of the City Attorney

**COUNCIL DISTRICT****SPONSOR****PURPOSE**

To authorize the Mayor to execute a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, with J. Marshall Jones Law Corporation, to provide legal advice, counsel, and representation to the City of Shreveport ("City") on a contingency basis, on matters involving water and sewer related to initiating an action of recovery under the 2007-2017 contract with Pratt Paper (LA), LLC ("Pratt").

**BACKGROUND INFORMATION**

The City desires to retain the services of J. Marshall Jones, Jr., to provide legal advice, counsel, and representation to the City on matters related to water and sewer throughout this agreement.

The law firm will be compensated 25% of the gross proceeds of recovery by settlement or judgment solely for claims arising from Water & Sewerage sums due the City under the 2007-2017 City-Pratt contract for the water and sewer undercharges to Pratt.

**TIMETABLE**

Introduction: February 22, 2022  
Final Passage: March 8, 2022

**ATTACHMENT(S)****SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the Council adopt the resolution.

**FACT SHEET PREPARED BY:**

Manushka Gracia-Desgage,  
Assistant City Attorney

RESOLUTION NO. \_\_\_\_\_ OF 2022

**A RESOLUTION AUTHORIZING THE EMPLOYMENT OF  
LEGAL COUNSEL TO REPRESENT THE CITY OF  
SHREVEPORT, AND TO OTHERWISE PROVIDE WITH  
RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport (“City”) is involved in matters related to water and sewerage; and

**WHEREAS**, the City desires to retain J. Marshall Jones, Jr., Attorney at Law, to provide legal advice, counsel and representation in connection with matters related to water and sewerage involving sums due to the city under the 2007-2017 City-Pratt contract; and

**WHEREAS**, the Office of the City Attorney recommends that the law firm be retained for this purpose, pursuant to Section 8.03 of the City Charter.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a retainer agreement with J. Marshall Jones, Jr., Attorney at Law, to provide legal representation, counsel, and advice to the City of Shreveport in connection with water and sewer matters.

**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 applications, and to this end, the provisions of this resolution are hereby declared to be severable.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney’s Office

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

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICE AGREEMENT WITH WASHINGTON & WELLS, ATTORNEYS AT LAW; BARON & BUDD, P.C.; COSSICH, SUMICH, PARSIOLA & TAYLOR LLC; FOLEY, LAMY & JEFFERSON; ALVENDIA, KELLY & DEMAREST, LLC; AND STAGG LIUZZA, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**DATE**

February 16, 2022

**ORIGINATING DEPARTMENT**

Office of the City Attorney

**COUNCIL DISTRICT****SPONSOR****PURPOSE**

To authorize the Mayor to execute a legal services agreement, whereas the City of Shreveport (the “City”) desires to engaged outside counsel Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (“Outside Counsel”) to represent the City, including but not limited to its boards, commissions and agencies in this matter and seeks to enter into a Legal Services Agreement with the Outside Counsel in relation thereto.

**BACKGROUND INFORMATION**

The City, including its boards, commissions, or agencies, has the right and/or obligation to pursue claims for damages, compensation and other relief (the “Causes of Action”) against the manufacturer(s) and supplier(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds); and

The City desires to retain the Outside Counsel for the purpose of pursuing these Causes of Action..

**TIMETABLE**

Introduction: February 22, 2022

Final Passage: March 8, 2022

**ATTACHMENT(S)**

Exhibit A “Legal Services Agreement”

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the Council adopt the resolution.

**FACT SHEET PREPARED BY:**

Manushka Gracia-Desgage,  
Assistant City Attorney

**RESOLUTION NO. \_\_ OF 2022**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICE AGREEMENT WITH WASHINGTON & WELLS, ATTORNEYS AT LAW; BARON & BUDD, P.C.; COSSICH, SUMICH, PARSIOLA & TAYLOR LLC; FOLEY, LAMY & JEFFERSON; ALVENDIA, KELLY & DEMAREST, LLC; AND STAGG LIUZZA, LLC AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**WHEREAS**, the City of Shreveport (the “City”) desires to engaged outside counsel Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (“Outside Counsel”) to represent the City, including but not limited to its boards, commissions and agencies in this matter and seeks to enter into a Legal Services Agreement with the Outside Counsel in relation thereto; and

**WHEREAS**, The City, including its boards, commissions, or agencies, has the right and/or obligation to pursue claims for damages, compensation and other relief (the “Causes of Action”) against the manufacturer(s) and supplier(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds); and

**WHEREAS**, pursuant to Section 8.03 of the City Charter, the City Attorney recommends that the Outside Counsel be retained for the purpose of pursuing these Causes of Action.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, in due, regular and legal session convened that the Mayor be and he is hereby authorized to execute, for and on behalf of the City of Shreveport, a Legal Services Agreement with Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC, to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof attached hereto as Exhibit “A”.

**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 to be severable.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney’s Office



## LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between City of Shreveport (Client”) and the law firms of Washington & Wells, Attorneys at Law; Baron & Budd, P.C.; Cossich, Sumich, Parsiola & Taylor LLC; Foley, Lamy & Jefferson; Alvendia, Kelly & Demarest, LLC; and Stagg Liuzza, LLC (*collectively referred to as “Attorneys”*).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates: **Adrian Perkins, Mayor of City of Shreveport**, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) and supplier(s) of fire fighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Attorneys will assist in negotiating liens, but will not litigate them.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Washington & Wells, Attorneys at Law, Baron & Budd, P.C.,

Cossich, Sumich, Parsiola & Taylor LLC, Foley, Lamy & Jefferson, Alvendia, Kelly & Demarest, LLC, and Stagg Liuzza, LLC assume joint legal responsibility to Client for the representation described in this Agreement, and all agree to be available for consultation with the Client. Client approves of and consents to the participation of these firms in the representation.

7. ATTORNEYS' FEES. Client and Attorneys agree that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 33 1/3%. The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that an appraisal will

be conducted by appraisers reasonably acceptable to Client and Attorneys, the cost to be divided equally between Client and Attorneys to determine this value. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration and/or litigation shall not exceed 33 <sup>1</sup>/<sub>3</sub>% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in a fair and reasonable manner, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses, provided however, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Washington & Wells, Attorneys at Law will receive forty percent (40%); Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Foley, Lamy & Jefferson will collectively receive forty percent (40%); and Alvendia, Kelly & Demarest, LLC, and Stagg Liuzza, LLC will collectively receive twenty percent (20%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential AFFF litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and

obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive the conflicts it is currently aware of which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this Agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **AUTHORITY TO EXECUTE PLEADINGS.** Client gives Attorneys the authority to execute all reasonable and necessary pleadings connected with the handling of this cause of action. Prior to signing any documents relative to settlement agreements, Client's claims will not be settled without obtaining Client's consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written

notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in Paragraph 7.A or a reasonable fee as described in Paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses not later than thirty (30) days after the receipt of a final cost accounting from Attorneys. While acknowledging the language and agreements relative to conflicts of interest set forth in Paragraph 11 herein, Client reserves the right to terminate Attorney's representation of Client, if Client, acting in good faith and following discussion with Attorneys, determines that conflicts of interest have arisen subsequent to the execution of this Agreement which Client believes may impair a fair outcome for Client. In such case, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for client shall be released by Attorneys.

17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this Agreement with Client. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. In all such cases described herein above, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by Client, any lien in excess of the recovery for Client shall be released by Attorneys.

18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services

under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Washington & Wells  
1700 Irving Place  
Shreveport, Louisiana 71101

Baron & Budd, P.C.  
3102 Oak Lawn Ave., Suite 1100  
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC  
8397 Highway 23, Suite 100  
Belle Chasse, Louisiana 70037

Foley, Lamy & Jefferson  
3914 Canal Street  
New Orleans, Louisiana 70119

Alvencia, Kelly & Demarest, LLC  
909 Poydras St Ste 1625  
New Orleans LA, 70112

Stagg Liuzza, LLC  
One Canal Place 365 Canal St Ste 2850  
New Orleans LA, 70130-1163

21. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any

particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with Paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

29. SETTLEMENT CHECK. The Client and Attorneys understand that, if a settlement occurs, the settlement check is typically written to both the Client and the Attorneys. In accordance with the Legal Services Agreement (Provision 7), the Attorneys will receive a contingency fee of 33 1/3%. The contingency fee is to be calculated based on the Client's gross recovery before deduction of costs and expenses (as outlined in Provisions 7, 8, and 9). The contingency fee, costs, and expenses will be deducted from the Client's gross recovery, and the balance of the settlement check will be issued to the Client. The Attorneys will divide the contingency fee in accordance with the Legal Services Agreement (Provision 10).

This Agreement and its performance are subject to the Louisiana Rules of Professional Conduct and the Texas Disciplinary Rules of Professional Conduct.

Agreed by:

**CITY OF SHREVEPORT**

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**ATTORNEYS:**

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Shante Y.R. Wells, Washington & Wells

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Philip F. Cossich, Jr., Cossich, Sumich Parsiola & Taylor

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Mr. Roderick Alvendia, Alvendia, Kelly & Demarest

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Michael Gregory Stag, Stag Liuzza, LLC

**RESOLUTION AND FACT SHEET****CITY OF SHREVEPORT**

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPT./DIV.</b>
<b>A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF RELEASE OF A 10' WIDE UTILITY EASEMENT IN THE RESUBDIVISION OF KING PARTITION NO. 2 SUBDIVISION, IN SECTIONS 3&amp;4 (T16N-R13W), AND OTHERWISE PROVIDING WITH RESPECT THERETO.</b>	February 1, 2022	Office of the City Engineer Property Management Section
		<b>SPONSOR OR COUNCIL MEMBER</b>
		Property Management Section

**PURPOSE**

To allow the Mayor to execute an Act of Release of the 10' wide utility easement in the Resubdivision of King Partition No 2 Subdivision.

This Ordinance will have direct impact on Council District: **D**

**BACKGROUND INFORMATION**

The Office of the City Engineer has received a request from the Muslim Community of Shreveport, the property owners, to release the 10' wide utility easement between Lots 1 and 2 as established by the Resubdivision of King Partition No 2 Subdivision. The owners have contracted with Mohr and Associates, Inc. to prepare a re-subdivision plat to combine their property into a single lot for development purposes. This re-subdivision will be titled King Partition No. 4. The City has no utilities in this easement and none of the major utility companies have expressed any objection with this release.

**TIMETABLE**

Introduction:	<b>February 22, 2022</b>
Final Passage:	<b>March 8, 2022</b>

**MASTER PLAN CONSIDERATION**

NOT APPLICABLE

**FINANCES**  
NONE

**SOURCE OF FUNDS**  
NONE

**CONCLUSION**

**FACT SHEET PREPARED BY:** William M. Talton, Property Management Section

RESOLUTION NO. \_\_\_\_\_ OF 2022

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ACT OF RELEASE OF A 10' WIDE UTILITY EASEMENT IN THE RESUBDIVISION OF KING PARTITION NO. 2 SUBDIVISION, IN SECTIONS 3&4 (T16N-R13W), AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS**, on February 27, 1981, the Resubdivision of King Partition No 2 Subdivision was filed and recorded under Instrument No. 861440, in Book 1800, Page 45, of the Conveyance Records of Caddo Parish, Louisiana, and the aforementioned subdivision dedicated to the public a 10' wide utility easement between Lots 1 and 2 of said subdivision; and

**WHEREAS**, the Muslim Community of Shreveport, the owners of said Lots 1 and 2, have requested the release of the aforementioned 10' wide utility easement for the re-development of said Lots 1 and 2 into a single tract to be established by the filing of King Partition No 4 Subdivision; and

**WHEREAS**, the Department of Water & Sewerage with the City of Shreveport has no facilities within this easement and none of the major utility companies have expressed an objection to the release of the aforementioned 10' wide utility easement; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the MAYOR, Adrian Perkins, is hereby authorized and empowered to represent the City of Shreveport in the execution of an Act of Release of the 10' wide utility servitude between Lots 1 and 2 of the Resubdivision of King Partition No 2 Subdivision, and as shown and indicated in red on the proposed re-subdivision plat titled King Partition No. 4 and made a part hereof.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution and the Act of Release shall be filed and recorded in the official records of Caddo Parish, Louisiana.

**BE IT FURTHER RESOLVED**, that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications 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 ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPT./DIV.</b>
<b>AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.</b>	2/14/22	City Council/Legislative
		<b>SPONSOR OR COUNCIL MEMBER</b>
		Councilman Bowman

**PURPOSE**

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement for Glen Avenue Project. This will be an overlay for Glen Avenue located in City Council District G.

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

**TIMETABLE**

Introduction: **February 22, 2022**

Final  
Passage: **March 08, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None.

**FINANCES**

\$70,000

**SOURCE OF FUNDS**

Streets Special Revenue Fund Operating Reserves

**CONCLUSION**

**FACT SHEET PREPARED BY:** Jacqueline M. White  
Council Analyst

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

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Section 2 (Appropriations):

Decrease Operating Reserves by \$70,000

Increase Transfer to Capital Projects by \$70,000

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPT./DIV.</b>
<b>AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.</b>	2/14/22	City Council/Legislative
		<b>SPONSOR OR COUNCIL MEMBER</b>
		Councilman Bowman

**PURPOSE**

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement for Glen Avenue Project. This will be an overlay for Glen Avenue located in City Council District G.

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

**TIMETABLE**

Introduction: **February 22, 2022**

Final  
Passage: **March 08, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None.

**FINANCES**

\$70,000

**SOURCE OF FUNDS**

Streets Special Revenue Fund Operating Reserves

**CONCLUSION**

**FACT SHEET PREPARED BY:** Jacqueline M. White  
Council Analyst

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

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Program C – Streets Improvements:

Establish project entitled **Roadway Improvement for Glen Avenue (C22004)** at \$70,000. Funding source \$70,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPT./DIV.</b>
<b>AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.</b>	2/21/22	City Council/Legislative
		<b>SPONSOR OR COUNCIL MEMBER</b>
		Councilman Bowman

**PURPOSE**

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement Project for the 5500-5600 Blocks of Cross Timbers Drive.

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

**TIMETABLE**

Introduction: **February 22, 2022**

Final  
Passage: **March 08, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None.

**FINANCES**

\$90,000

**SOURCE OF FUNDS**

Streets Special Revenue Fund Operating Reserves

**CONCLUSION**

**FACT SHEET PREPARED BY:** Jacqueline M. White  
Council Analyst

**ORDINANCE NO. 22 OF 2022**

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Section 2 (Appropriations):

Decrease Operating Reserves by \$90,000

Increase Transfer to Capital Projects by \$90,000

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

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

**PURPOSE**

To move funds from the Streets Special Revenue Fund to establish the Roadway Improvement Project for the 5500-5600 Blocks of Cross Timbers Drive.

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

**TIMETABLE**

Introduction: **February 22, 2022**

Final  
Passage: **March 08, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None.

**FINANCES**

\$90,000

**SOURCE OF FUNDS**

Streets Special Revenue Fund Operating Reserves

**CONCLUSION**

**FACT SHEET PREPARED BY:** Jacqueline M. White  
Council Analyst

**ORDINANCE NO. 23 OF 2022**

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

BY: Councilman Jerry Bowman, Jr.

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

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

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

In Program C – Streets Improvements:

Establish project entitled **Roadway Improvement for the 5500-5600 Blocks of Cross Timbers Drive (C22005)** at \$90,000. Funding source \$90,000 from the Streets Special Revenue Fund Operating Reserves.

Adjust totals and subtotals accordingly.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

<p><b><u>TITLE</u></b>  <b>AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR OF STONER FORCE MAIN LOCATED ALONG THE CLYDE FANT PARKWAY STARTING JUST SOUTH OF THE SHREVEPORT-BARKSDALE BRIDGE AND ENDING AT 70<sup>TH</sup> STREET AND RATIFYING THE EXPENDITURE OF APPROXIMATELY \$3.9 MILLION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b></p>	<p><b><u>DATE</u></b>                  2/9/2022</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>                  Administration/Finance</p> <p><b><u>COUNCIL DISTRICT</u></b>                  All</p> <p><b><u>SPONSOR</u></b></p>
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**PURPOSE**  
 To ratify the Department of Water & Sewerage Emergency Repair of the Stoner Force Main without the delays associated with public bids. This ordinance will have direct impact on all Council Districts.

**BACKGROUND INFORMATION**  
 The City of Shreveport has a capital project to perform major upgrades to the Stoner Force Main infrastructure. Due to unforeseen business hardships, the original contractor defaulted and failed to complete the project. There are ongoing negotiations with the contractor’s surety company to complete portions of the remaining work.  
 Currently, the City of Shreveport has a servitude agreement with Spokane Company, LLC for all needed work to be completed on the project by June 30, 2022. If the normal design-bid-build method is used, the project is estimated to be completed by the first quarter in 2023. This will cause the City to have to request an extension to the servitude agreement which may result in re-negotiation of the terms which can cause delays and cost increases for legal, administration, and construction. The worst scenario is the servitude agreement will not be renewed and the Stoner Force Main Project cannot be completed which will cause significant harm to the City of Shreveport’s sewer infrastructure and can impact the public health and safety of its citizens.

<p><b><u>TIMETABLE</u></b>                  Introduction: February 22, 2022                  Final Passage: March 8, 2022</p>	<p><b><u>ATTACHMENT(S)</u></b></p>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
 [N/A]

<p><b><u>FINANCES</u></b>                  \$3,900,000.00</p>	<p><b><u>SOURCE OF FUNDS</u></b>                  W&amp;S Revenue Bonds</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:** Annette Cash, Interim ACAO

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

**AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR OF STONER FORCE MAIN LOCATED ALONG THE CLYDE FANT PARKWAY STARTING JUST SOUTH OF THE SHREVEPORT-BARKSDALE BRIDGE AND ENDING AT 70TH STREET AND RATIFYING THE EXPENDITURE OF APPROXIMATELY \$3.9 MILLION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**WHEREAS**, the Stoner Force Main is located along Clyde Fant Parkway, starting just south of the Shreveport-Barksdale Bridge and ending at 70<sup>th</sup> Street has experienced mechanical and instrumentation failure; and

**WHEREAS**, additional failures have the potential to cause major Sanitary Sewer Overflows (SSOs); and

**WHEREAS**, the City of Shreveport is currently in a Consent Decree with the Environmental Protection Agency (EPA), Department of Justice (DOJ), and the Louisiana Department of Environmental Quality (LA-DEQ), that necessitates reduction of SSO's; and

**WHEREAS**, immediate emergency repairs of Stoner Force Main, being one of the City of Shreveport's main sewer collectors, is necessary to protect the wastewater collection system, public health and safety, and the environment.

**WHEREAS** the City of Shreveport has been executing a capital project to complete the Stoner Force Main Project (Project), which includes replacement of portions of the Stoner Force Main, installation of gravity sewers, a new wastewater lift station, and abandonment of wastewater infrastructure; and

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

**WHEREAS**, the contractor originally under contract to the City of Shreveport has experienced significant business disruptions, resulting in their default and failure to complete the Project; and

**WHEREAS**, portions of the Project are incomplete, and negotiations with the contractor's surety to complete remaining work have been delayed; and

**WHEREAS**, The City of Shreveport currently has a servitude agreement with Spokane Company, LLC for work needed to complete the Project. This agreement requires work to be completed by June 30, 2022. It is not possible to complete the Project by June 30,

2022 using a traditional design-bid-build method. Using the traditional design-bid-build method, we estimate the Project would not be completed until the first quarter of 2023. This includes six months for bidding and getting a contractor under contract and six months to complete the construction. Not having the Project completed by June 30, 2022 will require the City of Shreveport to request an extension to the servitude agreement which may result in re-negotiation of the terms of the agreement, potentially resulting in additional delays and increases in Project legal, administration, and construction costs. Worse case, the servitude agreement will not be renewed, and we cannot conclude the Project.

**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 Stoner Force Main is hereby authorized and ratified and that the expenditure of approximately \$3,900,000.00 for this purpose is hereby authorized.

**BE IT FURTHER ORDAINED** that monies for this emergency repair shall come from the Water and Sewerage Revenue Bonds.

**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:

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City Attorney's Office

**FACT SHEET**

<b><u>TITLE</u></b> An ordinance to amend Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana, Code of Ordinances relative to the administrative cost assessed by the City for property abatement and to otherwise provide with respect thereto.	<b><u>DATE</u></b> February 8, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> Department of Property Standards <b><u>COUNCIL DISTRICT</u></b> City-wide <b><u>SPONSOR</u></b>
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**PURPOSE**  
To amend Chapter 38, Art. II, Div. 8, Section 72 of the City of Shreveport, Louisiana Code of Ordinances.

**BACKGROUND INFORMATION**  
Chapter 38-71 provides that the City “shall have a lien and privilege for the cost of abating any violation on any property located within the corporate limits of the city.” Chapter 38, Section 72 of the City of Shreveport Code of Ordinances provides that if a property owner or party-in-interest of a property fails to comply with notice sent pursuant to this Chapter or fails to comply with any order or determination rendered by the Director of Property Standards, the Hearing Officer of the Environmental Court, or the City Council, the City may cause the property to be abated with City resources or by private contractor. In such event, the City is entitled to assess and collect all costs associated with performing such work and assess a \$200 administrative cost.

The amount of this \$200.00 cost considers administrative charges incurred by the City, including in the recording of liens with the Caddo Parish Clerk of Court. Since the adoption of the above Ordinances on October 22, 2019, the recording fee assessed by the Caddo Parish Clerk of Court has increased from \$35.00 to \$105.00 (\$200.00), prompting significant expenses for both the Revenue/Compliance Division and the Property Standards Department and a combined total of \$58,200.00 for both departments in administrative charges, resulting in a deficit of at least \$171,800.00 in 2021. By increasing the relevant administrative charge from \$200 to \$500 (150%), the City will be able to eliminate this expense.

<b><u>TIMETABLE</u></b> Introduction: February 22, 2022 Final Passage: March 8, 2022	<b><u>ATTACHMENTS</u></b>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
NA

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

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

**FACT SHEET PREPARED BY:** David H. Kaplovitz,  
Assistant City Attorney

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

**AN ORDINANCE TO AMEND  
CHAPTER 38, ARTICLE II, DIVISION 8,  
SECTION 72 OF THE CITY OF  
SHREVEPORT, LOUISIANA, CODE OF  
ORDINANCES RELATIVE TO THE  
ADMINISTRATIVE COST ASSESSED  
BY THE CITY FOR PROPERTY  
ABATEMENT AND TO OTHERWISE  
PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport Code of Ordinances Chapter 38, Article II, Division 8, Section 71 provides that the City of Shreveport “shall have a lien and privilege for the cost of abating any violation on any property located within the corporate limits of the city.”

**WHEREAS**, the City of Shreveport Code of Ordinances Chapter 38, Article II, Division 8, Section 72 also provides that “If the owner and party in interest of [a] property shall fail to comply with any notice sent pursuant to any provision of this chapter or applicable provisions of state law, or shall fail to comply with any order, decision or determination rendered by the director, the hearing officer, or the city council as provided in this chapter, the city may cause such work to be performed by city resources or a private contractor, and in such event, the city shall be entitled to assess and collect all costs incurred in performing such work, together with an administrative charge of \$200.00. This charge shall be levied on any case appealed prior to the granting of any time extension by the hearing officer or by the city council.”

**WHEREAS**, the Department of Property Standards is tasked with enforcing Chapter 38 of the City of Shreveport Code of Ordinances, otherwise known as the “Property Standards Code” and is the department tasked with assessing the two hundred dollar (\$200) administrative cost and the recording of necessary liens for purposes of property abatement within the City.

**WHEREAS**, since the adoption of Sections 38-71 and 38-72 by this Council on October 22, 2019, the recording fees assessed by the Caddo Parish Clerk of Court's Office for the recording of liens has risen from thirty five dollars (\$35.00) to one hundred five dollars (\$105.00), a two hundred percent (200%) increase.

**WHEREAS**, due to this rise in the parish's lien recording fees, it is essential for the City of Shreveport to amend the relevant administrative cost.

**WHEREAS**, in the calendar year 2021, the City of Shreveport's Revenue/Compliance division incurred significant expenses for the recording of lien cancellations, with the Department Property Standards experiencing expenses in a near equal amount for the initial recording of liens. In the same calendar year, Revenue and Property Standards collected a combined total of \$58,200.00 in administrative charges, resulting in a deficit of at least \$171,800.00.

**AND WHEREAS** by increasing the relevant administrative charge from \$200 to \$500 (150%) the City of Shreveport will be able to eliminate this expense.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Chapter 38, Article II, Division 8, Section 72 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

**Sec. 38-72. - Administrative charges, lien and privilege for cost of performing work.**

- (a) If the owner and party in interest of the property shall fail to comply with any notice sent pursuant to any provision of this chapter or applicable provisions of state law, or shall fail to comply with any order, decision or determination rendered by the director, the hearing officer, or the city council as provided in this chapter, the city may cause such work to be performed by city resources or a private contractor, and in such event, the city shall be entitled to assess and collect all costs incurred in performing such work, together with an administrative charge of \$500.00. This charge shall be levied on any case appealed prior to the granting of any time extension by the hearing officer or by the city council

**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:**

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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 NORTHEAST CORNER OF KINGS HIGHWAY AND THORNHILL AVENUE, SHREVEPORT, CADDO PARISH, LA., **FROM R-HU HIGHLAND URBAN CONSERVATION RESIDENTIAL DISTRICT TO C-1 PUD NEIGHBORHOOD COMMERCIAL DISTRICT PLANNED UNIT DEVELOPMENT**, 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 northeast corner of Kings Highway and Thornhill Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development:**

LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, R14W, Caddo Parish, Louisiana.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

- Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Requested uses and ordinance relief:

The following uses are in addition to the uses allowed in the C-1 base zoning district:

- Drive-through

Amenities:

Site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

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.

21-201-C  
LAGUNITA FRANCHISE OPERATIONS

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTHEAST CORNER OF KINGS HIGHWAY AND THORNHILL AVENUE, SHREVEPORT, CADDO PARISH, LA., FROM R-HU HIGHLAND URBAN CONSERVATION RESIDENTIAL DISTRICT TO C-1 PUD NEIGHBORHOOD COMMERCIAL DISTRICT PLANNED UNIT DEVELOPMENT, 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 northeast corner of Kings Highway and Thornhill Avenue Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed from R-HU Highland Urban Conservation Residential District To C-1 PUD Neighborhood Commercial District Planned Unit Development:

LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, R14W, Caddo Parish, Louisiana.

SECTION II: BE IT FURTHER ORDAINED THAT the rezoning of the property described herein is approved subject to compliance with the following stipulations:

- Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Requested uses and ordinance relief:

The following uses are in addition to the uses allowed in the C-1 base zoning district:

- Drive-through

Amenities:

Site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

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.

21-201-C  
LAGUNITA FRANCHISE OPERATIONS

## S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

+FEBRUARY 2, 2022

**AGENDA ITEM NUMBER: 9**

**MPC Staff Member: Alice Correa**

**City Council District: B/ LeVette Fuller**

**Parish Commission District: 4/John Young**

**CASE NUMBER 21-201-C: SMALL PLANNED UNIT DEVELOPMENT (SPUD) & FINAL SITE PLAN**

**APPLICANT:** Lagunita Franchise Operations  
**OWNER:** KINGS HIGHWAY CHRISTIAN CHURCH  
**LOCATION:** 856 Kings Hwy (NE corner of Kings Hwy. and Thornhill Ave.)  
**EXISTING ZONING:** R-HU  
**REQUEST:** R-HU to C-1(PUD)  
**PROPOSED USE:** Restaurant with Drive-through

**DESCRIPTION:** The applicant is requesting approval to redesignate a 0.74-acre tract of land from Highland Urban Conservation Residential (R-HU) to Neighborhood Commercial Small Planned Unit Development (C-1(PUD)) for a restaurant with drive-through. There is an existing residential structure that would be removed and replaced with the restaurant. The adjacent properties to the north and east are also zoned R-HU; across Thornhill Avenue to the west are zoned R-HU and Neighborhood Commercial (C-1); and across Kings Hwy to the south are zoned C-1 and Multi-family Residential (R-2). It is also directly adjacent to the Kings Highway Christian Church Historic Site and the Fairfield Historic District. *The case was originally scheduled for the January 5, 2022 hearing as a request for rezoning to Corridor Commercial (C-2) but was deferred to this hearing to allow pursuit of a C-1 Small Planned Unit Development (C-1(PUD)).*

There are no prior cases for this site. Nearby relevant cases include: establishment of the Highland Urban Conservation zoning district (SPI-1; R-HU under the UDC); approval of rezoning to Buffer Business (B-1; C-1 under the UDC) for office/retail (C-101-84); approval of rezoning to Extended Use Buffer Business (B-1-E; C-1 under the UDC) for restaurants with drive-through (C-17-05, C-14-10); approval of rezoning to Extended Use Multi-family Residential (R-3-E; R-3 under the UDC) for a restaurant with drive-through (C-67-97); the 1969 approval of rezoning to Neighborhood Business (B-2; C-2 under the UDC) for a gas station (C-573); and denial of MPC approval for an office in the SPI-1 zoning district (C-39-98).

Nearby neighborhoods include: Broadmoor, Caddo Heights, Fairfield, Highland, Ingleside, Madison Park, South Highland and St. Vincent.

**REMARKS:** **SPUD approval is subject to a 3-year expiration as described in Section 16.9.F of the UDC.**

Pursuit of a SPUD 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

## S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

approvals, variances, etc. In exchange, the applicant agrees to provide substantive amenities that benefit the 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 applicant originally requested rezoning to Corridor Commercial (C-2) to allow a restaurant with drive-through. The C-2 zoning is the minimum level of commercial zoning that would allow a drive-through, under an Administrative Special Use Permit (ASUP); and the applicant intended to follow-up the rezoning with the ASUP application. However, in evaluating the original request, MPC Staff determined that C-2 zoning at this location would be too intensive and intrusive to the area and recommended that the applicant pursue a C-1-based Small Planned Unit Development (SPUD). The applicant agreed to the recommended path forward and the case was deferred to this February hearing to allow development of the SPUD request and site plan.

While Kings Highway is a main corridor through the City, this particular area consists largely of residential and light commercial uses and zoning. There are residences directly adjacent to the subject property which are the edge of a large low- to medium-density residential neighborhood that extends north to Olive Street. There are also residences across Kings Highway that are the edge of large low- to medium-density residential neighborhood that extends all the way down to Pierremont Road. The non-residential uses in this area of Kings Highway include two churches, a school, small offices, a senior center, a bakery, and a park – all uses found near, and compatible with, a residential environment. With the exception of a gas station and drugstore near the intersection of Line Avenue and Kings Highway and fast food establishments near the I-49/Kings Highway interchange, the area is predominantly residential. It should also be noted that the commercial properties near the I-49/Kings Highway interchange are all zoned Light Commercial (C-1); the existing drive-through restaurants on those properties were all approved under Extended Use zoning to allow that one particular use and, as such, are considered legal special uses.

Given that this area of Kings Highway is predominantly residential in nature, the originally requested rezoning of C-2 could introduce potential permitted uses that would be considered incompatible or intrusive, such as: Animal Care Facility/Shelter, Retail Sales of Beer/Wine, Outdoor Dining, Healthcare Institution, and Body Modification Establishment. The C-1 base zoning of the requested SPUD is defined in Article 4.3 of the Unified Development Code (UDC) 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,*

## S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

*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, 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, Temporary Seasonal Sales.* Thus, the C-1 base zoning of the requested SPUD would be considered compatible to the zoning and uses of the area and would allow the restaurant; the only ordinance relief needed is to allow a Drive-through Facility.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on December 14, 2021 at 5:30pm with several people in attendance. The applicant presented their site plan and expected traffic counts, therefore, many of the questions and comments were related to site development. The types of items discussed and requested by neighbors served as the foundation for drafting the public amenities of the SPUD. A noted concern was the possible increased traffic on a residential street (Thornhill Avenue). Based on initial traffic counts provided, City Traffic Engineering determined that the proximity of the southern Thornhill Ave. driveway to the Kings Highway intersection could cause backups. In response, the applicant repositioned the driveway to meet the recommendations of Traffic Engineering. Additionally, a trip generation study was commissioned by the applicant and submitted to the MPC. After review of the data, Traffic Engineering determined that *"This pushes the AM peak to average about 1.3 additional cars per light cycle from the Donut Shop. The area should handle that decently. In the PM peak, that number is cut by half."* No traffic problems are anticipated from this development.

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### MASTER PLAN CONSIDERATIONS:

The 2030 Great Expectations Master Plan Future Land Use Map shows this area as remaining as Residential Low/High with General Commercial at the I-49 interchange and directly across the street, reflecting the existing businesses. Although the Master Plan shows this specific property as remaining residential, the likelihood of re-establishing a residence directly on the Kings Highway corridor is very low. Rather than letting the property be vacant and perhaps begin to decline, approval of the SPUD would keep the land in productive use, limited to neighborhood commercial development.

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### REQUESTED USES & ORDINANCE RELIEF:

The applicant requests the following relief:

- Allow a drive-through in a C-1 zoning district

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### PROPOSED SITE

**AMENITIES:** Proposed site amenities in exchange for the requested use include the following:

- Incorporate gables and dormers similar in character to the existing buildings and residences

## S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

in the area

- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

---

### SITE PLAN

**CONSIDERATION:** The site plan submitted with this application shows the planned layout and the proposed public amenities. The existing residential structure would be demolished and replaced with the restaurant. The proposed site plan has been reviewed by City Engineering, Public Works, Water & Sewerage, and Fire Prevention, and reflects modifications required to meet their regulations. The site plan sheet shows the approximately 19'-wide and 12'-wide right-of way landscape areas (in lieu of the standard 7'-wide buffer); and there is some additional width to the southern half of the residential landscape buffer on the east side. The plan also shows the 8'-tall fences, the requested trash receptacles next to the building, and the pedestrian access from the northeast corner of the site. Additionally, the landscape shown on the plans exceeds the requirements with additional shrubs added to the parking area and around the building.

The building elevations show gables, dormers, and windows similar to other structures in the nearby area. The structure will also have brick veneer with woodgrain siding accents, which is reflective of existing structures in the neighborhood. It should be noted that although the material colors appear darker on some of the building elevation printout and scans, the selected color-scheme is consistent with the colors of the Kings Highway Christian Church, as requested during the neighborhood meeting. Since the proposed site is located directly adjacent to an historic site and across the street from an historic district, an advisory opinion was sought from the Shreveport Historic Preservation Commission. After reviewing proposed design on January 18, 2022, the HPC determined that the design was historically appropriate.

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### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that the MPC Board has grounds to recommend approval of Neighborhood Commercial Small Planned Unit Development (C-1(PUD)) zoning designation with the following stipulation:

1. Lighting and irrigation plans must be submitted to the Executive Director for review and approval prior to obtaining building permits.

Alternately, based on of information provided at the public hearing the MPC may:

## S.P.U.D. STAFF REPORT – CITY OF SHREVEPORT

- a. Recommend approval of the C-1(PUD) designation with additional public amenities.
- b. Deny the requested C-1(PUD) designation.

---

**PUBLIC ASSESSMENT:** Two spoke in support; three spoke in opposition.

---

**MPC BOARD**  
**RECOMMENDATION:** The Board voted 6-0 to recommend this application for approval with the stipulation of a lighting and irrigation plan approval requirement.

---

21-201-C

FAIRFIELD

KIRBY

COLUMBIA

COLUMBIA

COLUMBIA

R-HU

R-1-5

R-HU  
to  
C-2

KINGS

OS

C-1

C-2

R-2

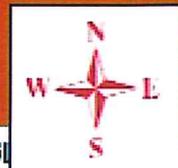
500' NOTIFICATION  
AREA

THORNHILL

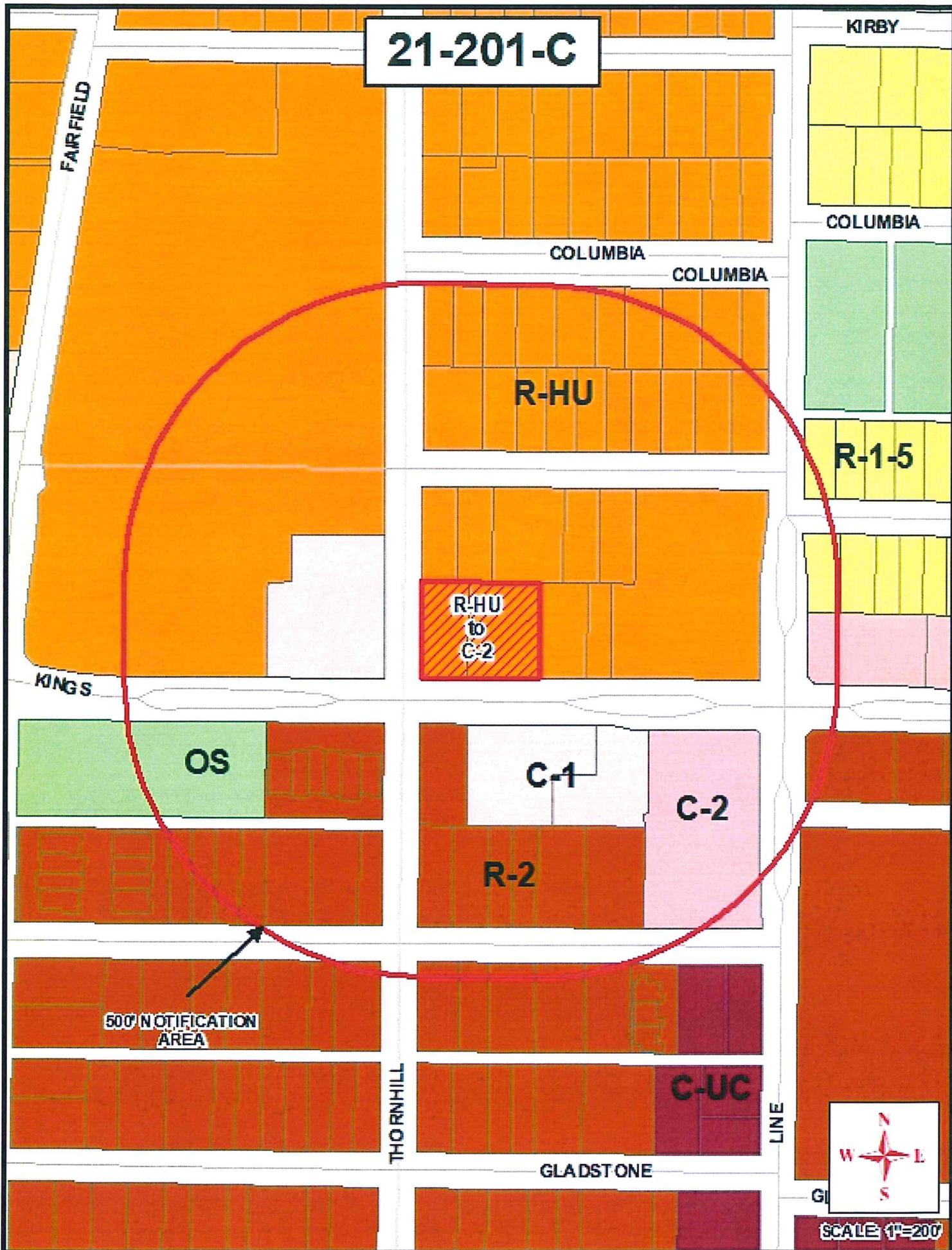
C-UC

LINE

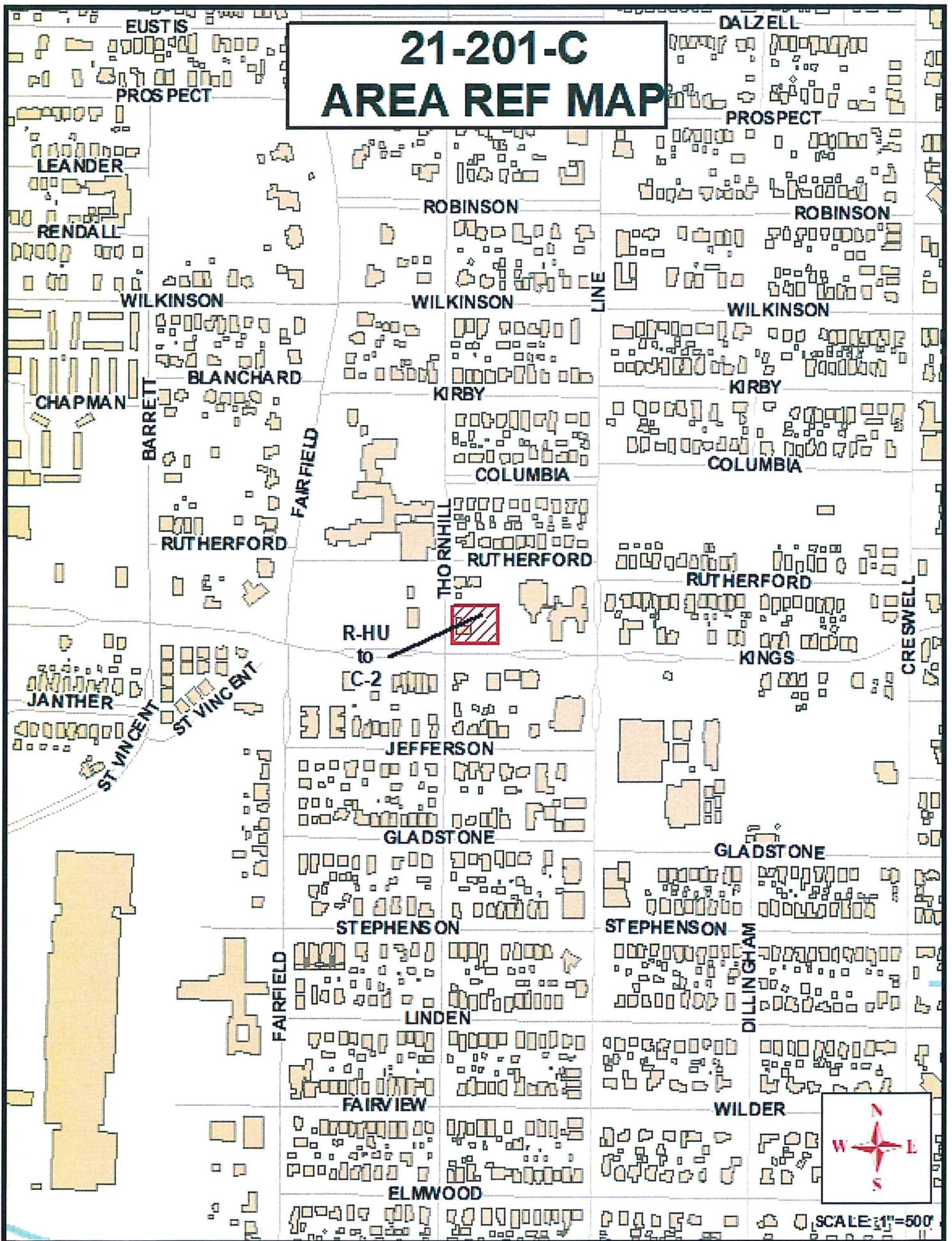
GLADSTONE



SCALE 1"=200'



# 21-201-C AREA REF MAP





**Shreveport**  
920 Pierremont Road, Suite 520  
Shreveport, LA 71106  
318.798.3344

January 5, 2022

Alice G. Correa, AICP  
Land Development Coordinator  
Planner III  
Shreveport-Caddo MPC  
P. O. Box 31109  
Shreveport, LA 71130

**RE: Case 21-201-C - 856 Kings Highway  
C-1 SPUD Rezoning  
F&T Project No. 211348**

Ms. Correa:

On behalf of the owner and developer of the referenced property, we would like to request the consideration of a C-1 SPUD Rezoning.

The requested ordinance relief will be the following:

- Allow a drive-through in a C-1 zoning district

The following amenities will be offered:

- Incorporate gables and dormers similar in character to the existing buildings and residences in the area
- Use a brick color and color scheme matching the adjacent Kings Highway Christian Church
- The monument sign will be limited to 4' tall and will be in the same brick as the building
- Three trash receptacles will be placed around the building to ensure trash is contained
- The concrete dumpster enclosure will be in the same color scheme as the building
- A rear pedestrian access from Kings Highway Christian Church will be provided
- An 8'-tall residential screening fence will be installed
- A wider landscape buffer than required will be provided along the rights-of-way

If you have any questions or comments about this request, please give us a call.

Sincerely,

Desmond C. Sprawls, P.E., P.L.S.  
Senior Project Manager

REVISIONS

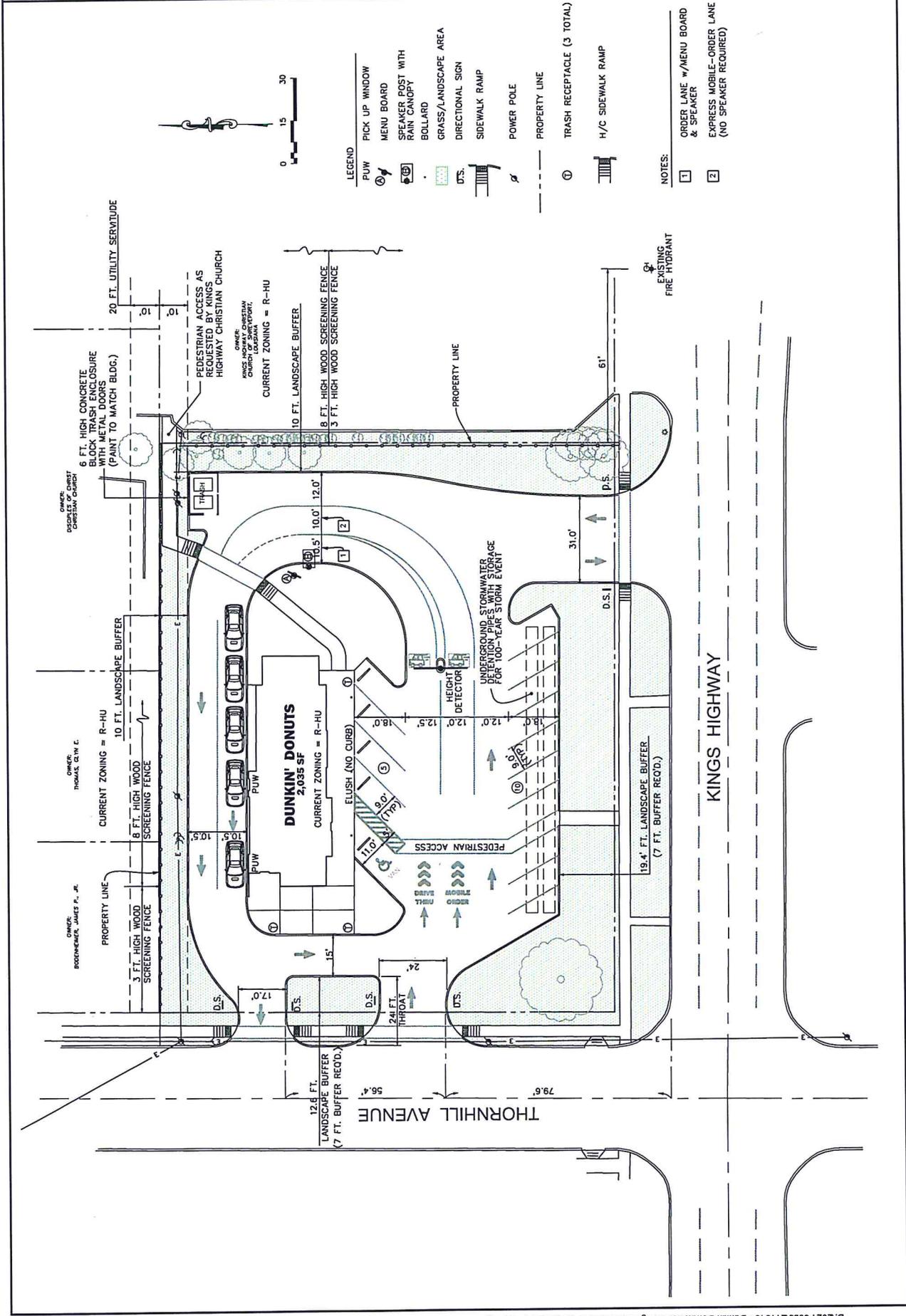
**FORTE**  
PO

100 Persimmon Road  
Smyrna, GA 31708  
770.433.3344

**DUNKIN' DONUTS**  
CASE NUMBER 21-201-C  
PROPOSED SITE PLAN

**LIBRIX**

THIS SITE PLAN IS FOR THE PROPOSED ADJUSTING THE SIGNIFICATION
PROJECT NO. 211348
DATE: JANUARY, 2022
SHEET NO. 1
31.548 MFC SITE PLAN -









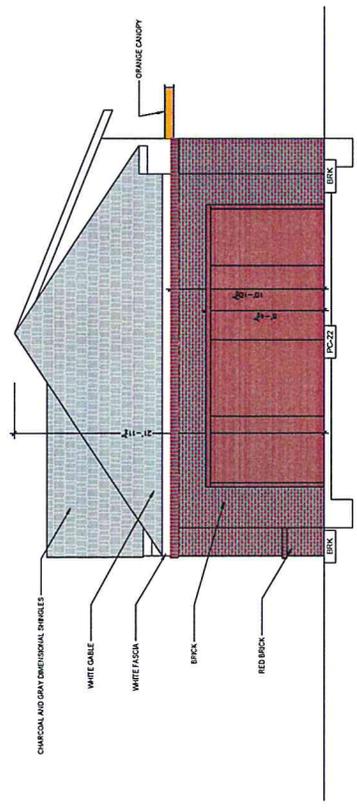
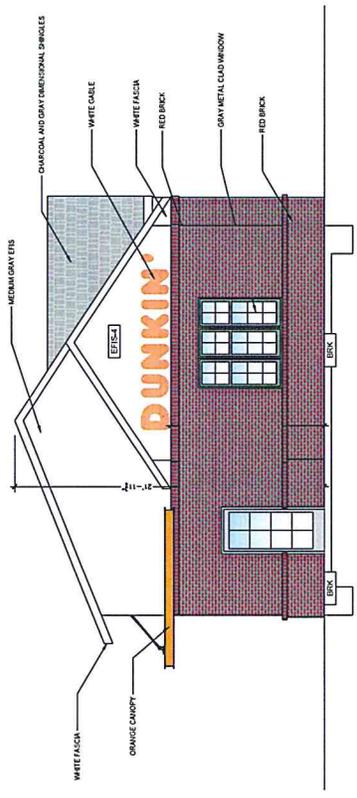
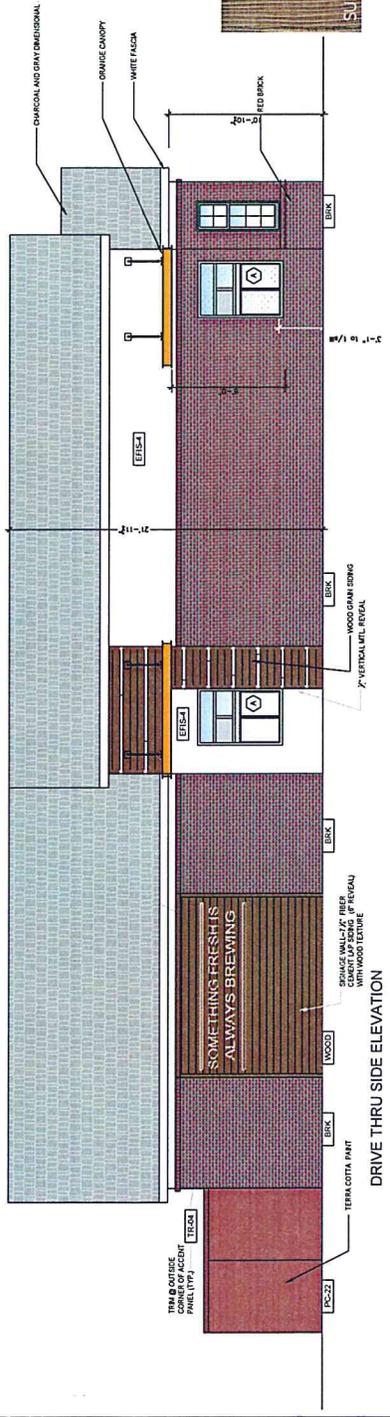
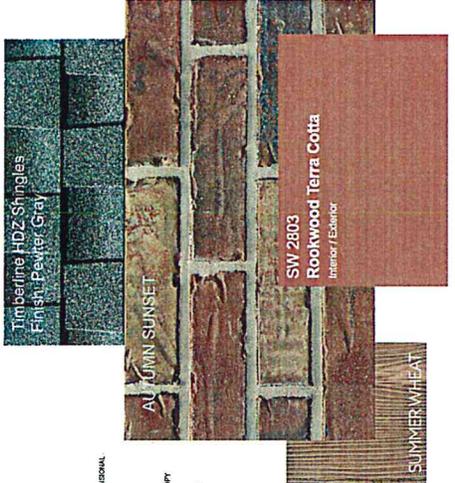
JOHN S VACL, Architect  
 1138 BREWCK ROAD  
 BIRMINGHAM, AL 35242  
 205.541.7798  
 john@johnsvaclarchitect.com

**dunkin'** brands.  
 Kings Highway  
 Shreveport, LA  
 Store Number: 363xxx

Lagunita Franchise Operations  
 Tony Arlton and Damon Dunn  
 601.940.6914  
 tonyp@ltops.com

ELEVATIONS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 DATE \_\_\_\_\_

A-5.0



MATERIALS TO MATCH BUILDING



## Neighborhood Participation Plan Report

**i** *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:** Dunkin Donuts – 840 Kings Highway
- 2. Contact Name:** Damon Dunn
- 3. Meeting Date:** Tuesday, December 14, 2021
- 4. Meeting Location:** Kings Highway Christian Church - Family Life Center
- 5. Meeting Start Time:** 5:30 p.m.
- 6. Meeting End Time:** 7:00 p.m.
- 7. Number of People in Attendance:** 26, excluding members of Dunkin Donuts Team
- 8. Date of Filing of Land Use Application:** Rezoning Application filed November 16, 2021
- 9. General Introduction:**

A Neighborhood Participation Plan meeting was held on Tuesday, December 14, 2021, 5:30 p.m. at the Kings Highway Christian Church Family Life Center to discuss a proposed Dunkin Donuts at 840/856 Kings Highway that would be designed to complement the surrounding historic neighborhood. Damon Dunn led the meeting and provided four display boards – 1) Dunkin Donuts Prototype, 2) Modified building with architecture more compatible to the neighborhood, 3) Proposed Site Plan, and 4) Traffic Flow during various parts of the day.

Those attending the meeting on behalf of the applicant were as follows: Hilary Bransford, Vintage Realty, Brad Armstrong, Vintage Realty, and Desi Sprawls, Forte and Tablada. A list of attendees and meeting minutes are attached to this report.

### **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) Can additional gables or dormers be incorporated into the roof of the structure?  
*Applicant Response: The architect will be contacted to have these modifications incorporated into the design of the building.*
- b) Can the brick color match Kings Highway Christian Church/Walgreen's?  
*Applicant Response: The architect will be instructed to specify a matching brick.*
- c) Can three trash cans be provided to reduce litter?  
*Applicant Response: Three trash receptacles will be provided.*
- d) Can a plan be provided that includes the location and information about adjacent structures, including elevations for properties between Line Ave. and Fairfield Ave  
*Applicant Response: An aerial plan of the area will be provided.*
- e) Will the sign height be limited to a monument sign?  
*Applicant Response: The sign will be a monument sign and will be the same brick as the building.*
- f) Will revisions be available prior to submission to the MPC?  
*Applicant Response: Revisions will be available for review by the church prior to the MPC meeting.*
- g) Can this rezoning be deferred until February?  
*Applicant Response: Revisions to the building can be made before the end of this month. The goal is to remain on the January 5<sup>th</sup> MPC agenda.*
- h) Will Buyer agree to covenants regarding the sign height?  
*Applicant Response: Yes. Covenants restricting the sign to monument sign height are acceptable.*



Dunkin Donuts NPP Meeting Attendees  
Tuesday, December 14, 2021

1. Maury and Glynda Hicks 611 Lochridge Dr. 71106
2. Dennis Murray 8313 Satewood Dr., Greenwood, LA
3. Dennis Wissing 149 Maximilian Ln., S'port 71105
4. Jessica Monk 226 Archer, Shreveport 71105
5. Alvin Thompson 407 Tealwood Dr., B.C. 71111
6. Stephen Lock 7639 Chesapeake 71105
7. Mary Anne Bowie 210 Suzanne Dr, S'port 71115
8. Donald Sweeters 861 Columbia, S'port 71104
9. Barry C. Eakin 2022 Shadywood Ln., S'port 71105
10. Renee Eakin 2022 Shadywood Ln., S'port 71105
11. Carolyn Brewer 160 Kings Crossing, S'port 71105
12. Charles Newpert 831 Kings Hwy #100, S'port 71105
13. Vicki Wilson 149 Maximilian, S'port
14. Linda Dame 6121 Fern, S'port 71105
15. Martha Burgess 10762 Ty Dr., S'port 71106
16. Clint Small 1833 Lune 71101
17. Joey Flippo 556 Canterbury, B.C. 71111
18. Becky Flippo 556 Canterbury, B.C. 71111
19. Ruth E. Cox 2500 Centenary Blvd. #1, 71104
20. Bill Wiener 2 Longleaf Lane
21. Christopher Coe 940 College St. 71104
22. Madison Poche 262 Wilkinson Street 71104
23. Robert Asher 430 College St. 71104
24. Michele Sauls 241 Clearwood Lane 71105
25. Ron Weems 912 Kings Hwy

## **Neighborhood Participation Plan Meeting Minutes**

Tuesday, December 14, 2021 • Kings Highway Christian Church Family Life Center • 5:30 p.m.

The meeting was opened in prayer by the Pastor of Kings Highway Christian Church. The Pastor then introduced Damon Dunn. Damon began the presentation by giving the participants a brief history of his background, life accomplishments and how he became a franchisee for Dunkin Donuts. Damon then presented display boards as follows:

1. The new prototype Dunkin Donuts building was shown first. Damon commented that the architecture of the building was not compatible with the neighborhood, so the building shown would not be constructed.
2. The next display board contained a modified building architecture which was more compatible to the neighborhood. The new building elevations were patterned after the Julie Anne's Bakery building across the street.
3. The next display board showed the proposed site plan with proposed landscaping, pedestrian access and screening fences.
4. The last display board was a chart which indicated the traffic flow through a typical Dunkin Donuts store during various times of the day. This board was presented to show that 80% of the traffic through the site occurs prior to 11:00 a.m. At four o'clock in the afternoon when Byrd High School dismisses, the traffic generated by Dunkin Donuts would be minimal.

Damon emphasized that he was there to be a good corporate neighbor and was open to any comments that the residents might have. At that point, Damon opened the meeting for comments and questions from residents.

One participant requested that additional gables or dormers be incorporated into the roof of the structure. The request was to make the roof line resemble the church architecture as opposed to the Julie Anne's Bakery architecture. Damon stated that he would contact his architect and have these modifications incorporated into the design of the building.

There was a request that the brick on the Dunkin building have the same color as the brick on the Kings Highway Christian Church building. Damon stated that he would instruct his architect to specify a matching brick.

A request was made that three trash receptacles be placed on the exterior of the building to help eliminate any issues with littering. Damon said that three trash receptacles would be provided.

A request was made to provide a plan and aerial perspective that includes the location and information about adjacent structures, including elevation, of all other properties between Line Ave. and Fairfield Ave. Damon indicated that an aerial plan of the area would be provided.

A request was made to limit the height of the sign. Damon stated that the only detached sign would be a monument sign.

The participants requested to see the drawings after they had been revised. Damon stated that he would present the revised drawings to the residents prior to formal submittal to the MPC.

The question was asked if the rezoning could be deferred until February. Damon said that he felt confident that the revisions to the building could be made before the end of this month. His goal would be to remain on the January 5<sup>th</sup> MPC agenda.

Damon was asked if he would agree to covenants that would restrict the height of signage to monument sign height only. Damon said that he would agree to the request.

Damon was asked to describe the screening fence. Damon said that the north fence would be an 8-foot high solid wood screening fence. The 8-foot height would be continued along the east property line to the point specified in the UDC. The fence from that point to the street right-of-way would be 3-foot high solid wood fencing.

Questions were asked concerning the relationship between ownership and operations of the store. Damon informed the audience that the real estate and building would be owned by one entity and the operations of the Dunkin Donuts business would be a separate entity. This is done for liability and tax purposes.

Someone asked Damon about the economic impact of the Dunkin Donuts store on the local economy. Damon said that the property taxes, sales taxes, employee wages and other benefits would have an economic impact in the millions of dollars.

The meeting was adjourned at 7:00 p.m.

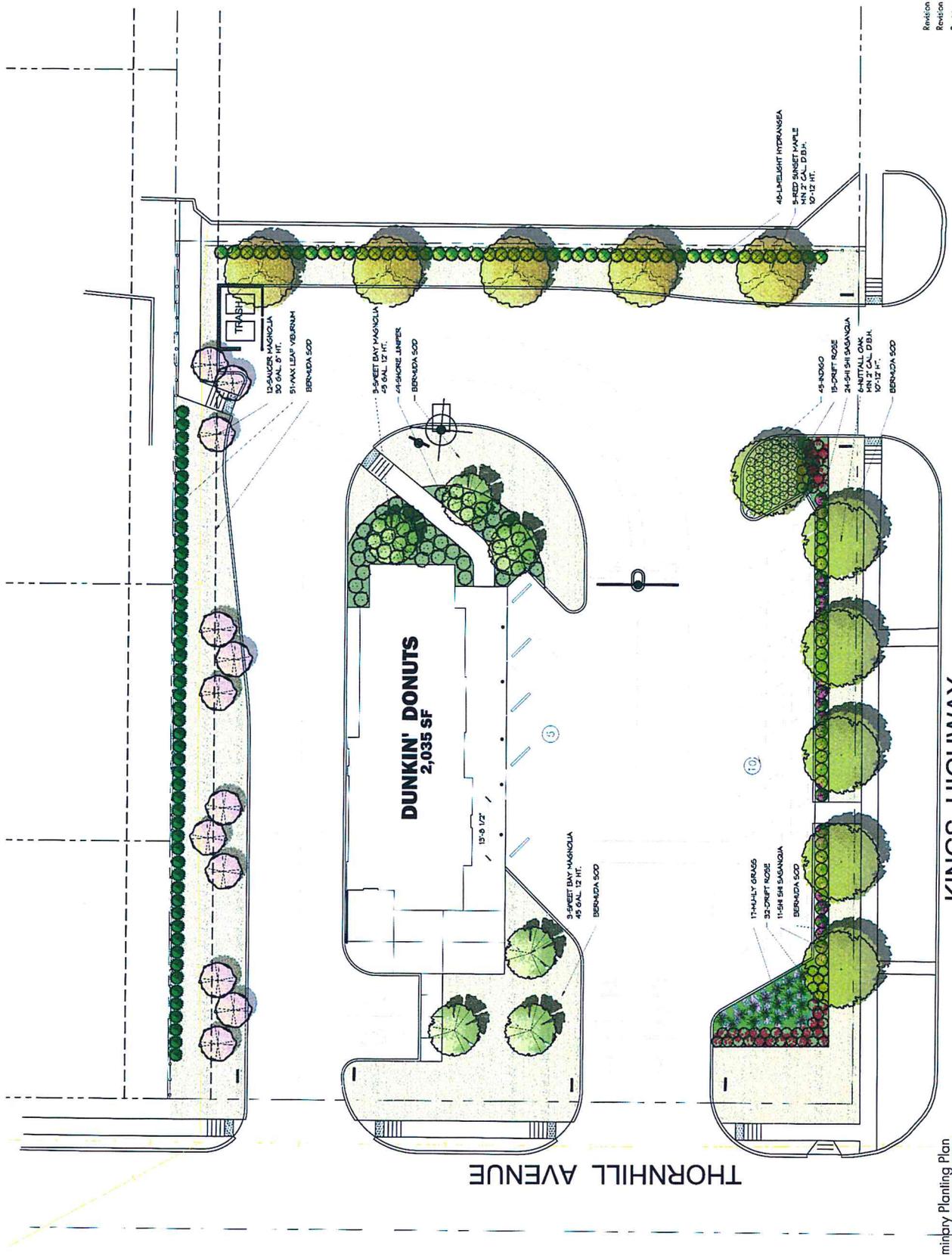
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AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	29	3	41	34	104	184	
N/A	Youree Dr-354272	42	4	59	65	166	201	
Total Daypart		35	3	50	50	136	385	
DEC 8, 2021 - DAYPART 3		10a-2p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	63	6	126	99	290	77	
N/A	Youree Dr-354272	63	4	97	87	248	95	
Total Daypart		63	4	109	92	266	172	
DEC 8, 2021 - DAYPART 4		2p-5p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	36	6	114	39	190	28	
N/A	Youree Dr-354272	91	11	129	65	286	48	
Total Daypart		70	9	123	55	250	76	
DEC 8, 2021 - DAYPART 5		5p-9p						
AVERAGE TIME (sec)								
Groups	Stores	Menu Board	Greet	Service	Lane Queue	Lane Total	Total Cars	
N/A	Bossier-350870	N/A	N/A	N/A	N/A	N/A		
N/A	Youree Dr-354272	94	5	169	58	321	26	
Total Daypart		94	5	169	58	321	26	

# Dunkin' Donuts - Kings Hwy

Landscape Development For:

Date: Dec 2021  
 Drawn By: [Blank]  
 Check By: [Blank]  
 Sheet #: 01

Revision	Date	By

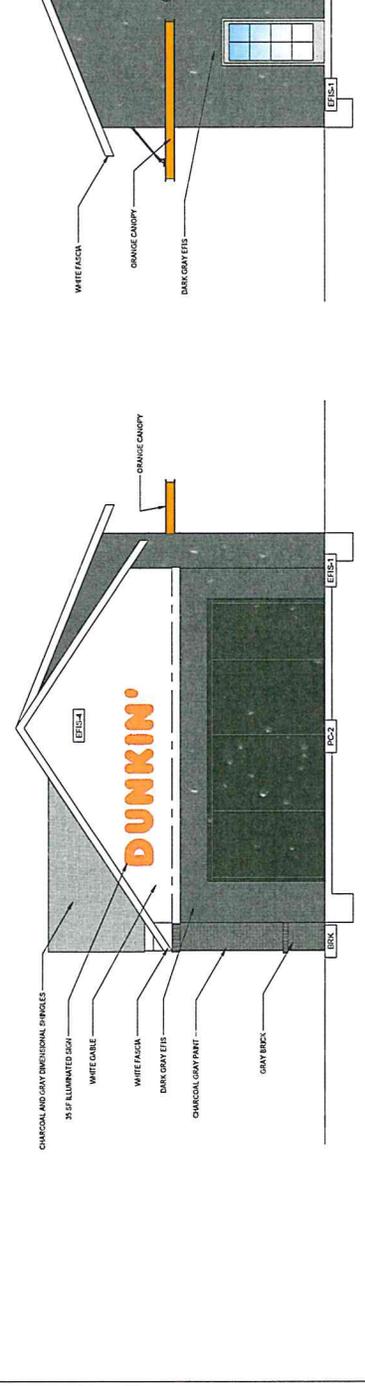
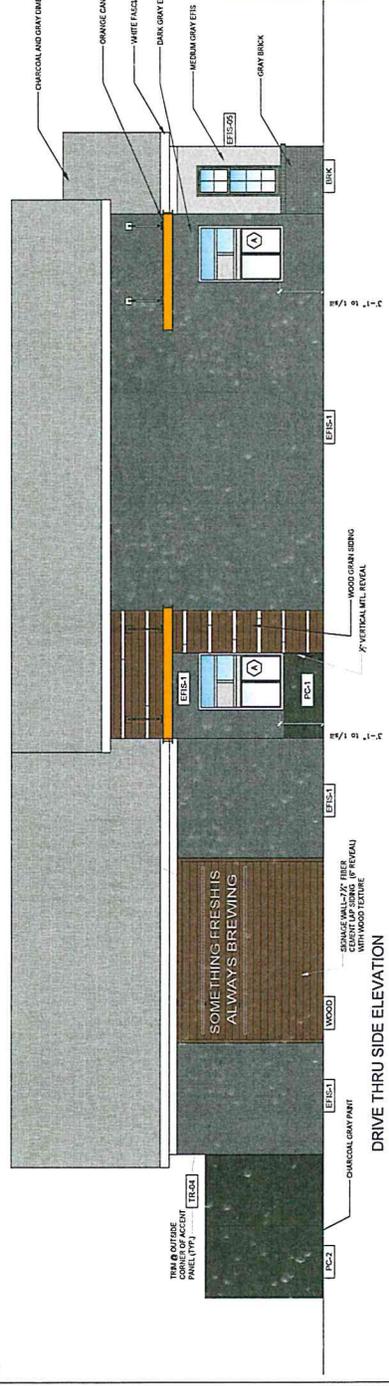
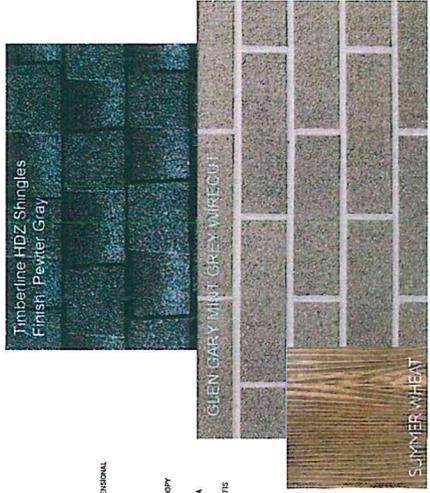


Lagunita Franchise Operations  
 Tony@ltops.com  
 601.940.6914

**dunkin'**  
 brands.  
 Kings Highway  
 Shreveport, LA  
 Store Number: 363xxx

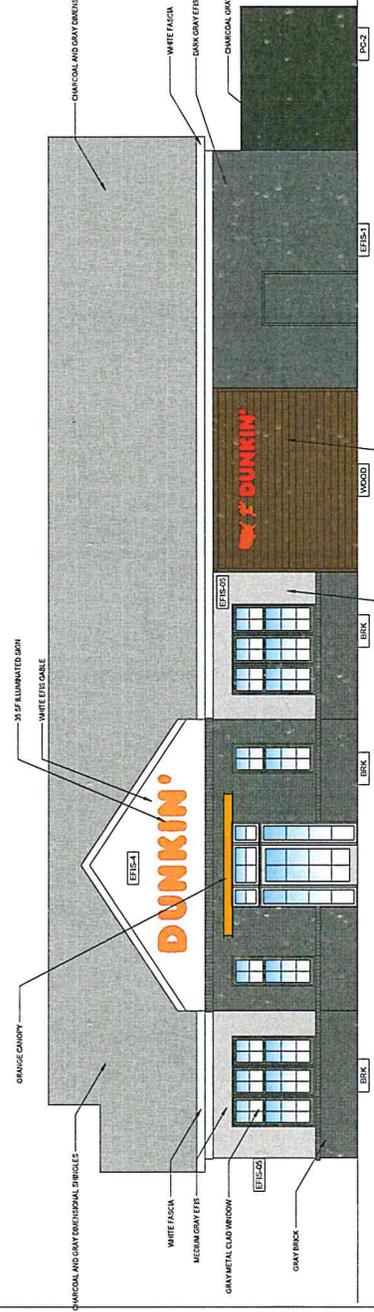
**JOHN S VACI, Architect**  
 1138 BIRMINGHAM PLACE  
 BIRMINGHAM, AL 35242  
 205.541.7898  
 john@johnsvaciarchitect.com

DATE	REVISION / REVISION



THORNHILL AVF SIDE ELEVATION

CODE	MATERIAL	MANUFACTURER	PRODUCT #	DESCRIPTION / REMARKS
ETLS-1	PAINT	SHERWIN WILLIAMS	GRAY FINISH	GRAY FINISH
ETLS-2	PAINT	SHERWIN WILLIAMS	CHARCOAL FINISH	CHARCOAL FINISH
ETLS-3	PAINT	SHERWIN WILLIAMS	OFF WHITE FINISH	OFF WHITE FINISH
ETLS-4	PAINT	SHERWIN WILLIAMS	IND. TONE FINISH	IND. TONE FINISH
ETLS-5	PAINT	SHERWIN WILLIAMS	FACTORY FINISH TO MATCH EPC COLOR	FACTORY FINISH TO MATCH EPC COLOR
ETLS-6	PAINT	SHERWIN WILLIAMS	DO PINK	DO PINK
ETLS-7	PAINT	SHERWIN WILLIAMS	DO ORANGE	DO ORANGE



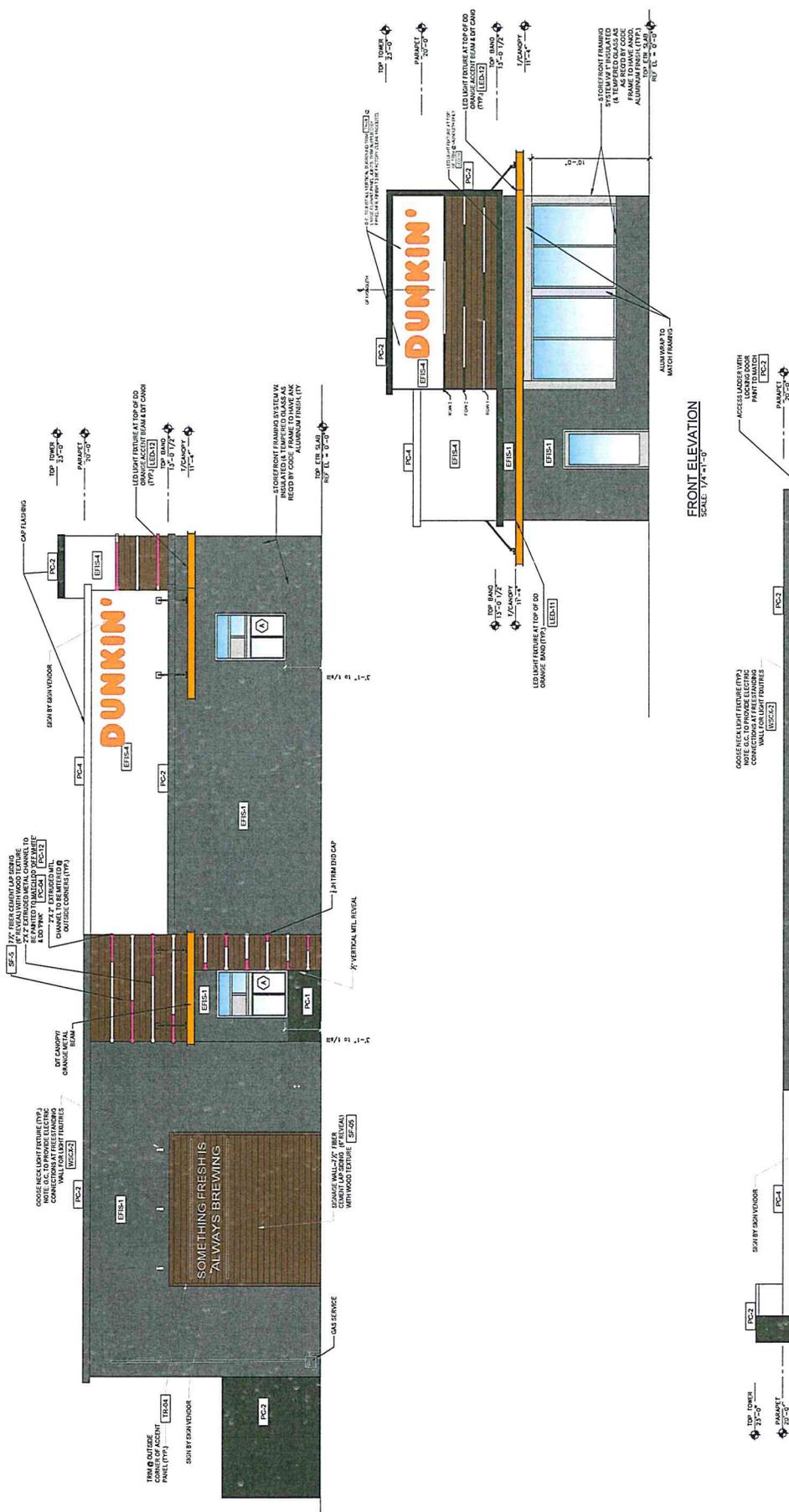
KINGS HIGHWAY SIDE ELEVATION

Lagunita Franchise Operations  
 Tony@tops.com  
 601.940.6914

**dunkin'**  
 brands.  
 Kings Highway  
 Shreveport, LA  
 Store Number: 363xxx

**JOHN S VACI, Architect**  
 1138 BIRMINGHAM ROAD  
 BIRMINGHAM, AL 35242  
 205.541.7899  
 john@johnsvaciarchitect.com

DATE	NO. OF REVISIONS



FRONT ELEVATION  
 SCALE: 1/4"=1'-0"

SIDE ELEVATION  
 SCALE: 1/4"=1'-0"

# OPPOSITION

Alice Correa

---

**From:** D <sweetercat@aol.com>  
**Sent:** Wednesday, December 15, 2021 3:23 PM  
**To:** Alice Correa  
**Subject:** Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY

Zoning Change proposed for property  
from the property line of Kings Highway Christian Church to Thornhill Avenue

- >
- > This Proposal has two driveways on to Thornhill Avenue, a residential street instead of onto Kings Highway.
- > I am NOT in favor of the increased traffic flow on a residential street.

> Please contact me when this case comes before the Metropolitan Planning Commission.

- >
- > Thank you
- > Donald Sweeters
- > 861 Columbia Street
- > Shreveport, LA 71104
- >
- > (318) 465-2421 Please phone or text
- >

**From:** D  
**To:** [Alice Correa](#)  
**Subject:** Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY  
**Date:** Thursday, January 6, 2022 11:38:25 PM

---

Thank you recognizing my continued opposition to this project and the resultant traffic congestion on a residential street where small children are dropped off and picked up by their parents for St Marks Episcopal School

On Dec 16, 2021, at 8:23 AM, Alice Correa <[Alice.Correa@shreveportla.gov](mailto:Alice.Correa@shreveportla.gov)> wrote:

Thank you, Mr. Sweeters,

I will include your opposition in the packet for the board.

Alice  
**Alice G. Correa, AICP**  
Land Development Coordinator  
Planner III  
Shreveport-Caddo MPC  
Phone: 318-673-6447  
[alice.correa@shreveportla.gov](mailto:alice.correa@shreveportla.gov)

*We continually strive to improve customer service. Let us know how we are doing by answering this*

*5-question Customer Satisfaction Survey: <https://goo.gl/forms/lvH2EBHDfTdKP3JN2>*

-----Original Message-----

From: D <[sweetercat@aol.com](mailto:sweetercat@aol.com)>  
Sent: Wednesday, December 15, 2021 3:23 PM  
To: Alice Correa <[Alice.Correa@shreveportla.gov](mailto:Alice.Correa@shreveportla.gov)>  
Subject: Re: 21 - 201 C DUNKIN 856 KINGS HIGHWAY

Zoning Change proposed for property  
from the property line of Kings Highway Christian Church to Thornhill Avenue  
>

> This Proposal has two driveways on to Thornhill Avenue, a residential street instead of onto Kings Highway.

> I am NOT in favor of the increased traffic flow on a residential street.

> Please contact me when this case comes before the Metropolitan Planning Commission.

>

> Thank you

> Donald Sweeters

> 861 Columbia Street

> Shreveport, LA 71104

>

> (318) 465-2421 Please phone or text

>

# Kings highway Dunkin Donuts proposed rezoning:

1

1. The purpose of zoning is to protect an area from inappropriate development use or structures, by grouping compatible functions or, look and feel.
2. The north side of the 800 block of Kings Highway is flanked at each end by large church complexes which determines the character of that area. The introduction of a structure that is not compatible as to use and/or character is totally unacceptable.
3. The church needs a new roof and does not have the funds to accomplish this, so it needs to sell their adjoining vacant land to the West. The purchaser wants to build a Dunkin Donut facility there. This is totally out of character with the existing churches located there, The two historic landmarked churches would flank the Drive Through Coffee Shop. This would be terrible, **SPOT ZONING !**
4. The church owns the adjoining vacant lots which could be developed appropriately. As it down the street from the Med school, how about a developer constructing residential condominiums or fine apartment there for the med school to use for faculty or visiting professors? There are other possible sites available at Kings Highway and Highland area that might work for Dunkin Donut, after the zoning change is denied.

## Other reasons to not put a drive through coffee shop there:

- A. There will be traffic accidents on Kings Highway at the site. However as this location is not too far the emergency room at the SLSU Medical Center, this might be considered a positive thing.
- B. One could assume that students from Byrd High School or Saint Marks may walk over to the donut outlet, get their drink / snack and walk back to school, dropping the stir stick, cup, or napkins along the way. Who cleans this up? The city, the church or donut outlet, who is responsible for this? Enforced?
- C. Think about: "Donuts R Us" wanting to have a small facility on the Court House Square. It might do a good business, but is it appropriate there? The MPC procedures would engage the surrounding property owners. However this not just them that are impacted, it is the whole community. The same impact of such an undertaking changes the "Look & Feel" of the entire area whether it is on a street, a vacant area, or next to one of our communities' CROWN JEWELS.
- D. What if the Dunkin Donuts closes their outlet and sells or leases the facility to others? Can a massage parlor or any other business take over this space that would be allowed under a new zoning designation?

## Conclusions:

- ◆ **Just keep the present zoning.**
- ◆ **Work with the Med School to see if they need the site, for housing or something else.**
- ◆ **Work with developers to investigate an office building or housing <> condominiums?**
- ◆ **This is a community asset, not a street or neighborhood issue.**

THANKS, *Bill*

To:

MPC – City Council – Media – and Others

I am very concerned about the appropriateness of rezoning a part of the Kings Highway Christian Church's property for a Dunkin Donut facility. Having graduated first in my class for the 10th term at the Cornell School of Architect & Planning (Urban Design), I have continued to be active in the "Look & Feel" of Shreveport's future. After hearing about the proposal to build a Dunkin Donut café on the land to the West of the existing the Kings Highway Christian Church, (*one of our crown jewels*) I became concerned that this would be adopted because of political pressure rather being rejected as being inappropriate as to scale and use.

I then visited our local Dunkin Donut café and found it to be first class in every way.

It is located in a shopping complex, on a sea of concrete paving with other commercial uses - good zoning.

I then revisited the area for the proposed site and found that there was no way to determine exactly where the planned location of the building would be.

**As this is critical information for all to see, I request the following from the MPC:**

1. Put up "story poles" at the corners of where the proposed building will be with the top of the poles at the same elevation of the building's roof (at the corners). Assumed a flat roof.
2. Also it would be informative, if the property lines and the curb cuts were marked.
3. I hope that you will require the proponent to submit an elevation of the whole north side of the Kings Highway from Line to Fairfield. An aerial perspective of this area would also be helpful.
4. Can you ask the Church if they considered trying to sell the subject land to the Med School or a developer to use for the purpose of building a residual complex there to meet the needs?

**Kings highway Dunkin Donuts proposed rezoning:**

1. The purpose of zoning is to protect an area from inappropriate development use or structures, by grouping compatible functions or "look and feel".
2. The north side of the 800 block of Kings Highway is flanked at each end by large Church Complexes which determines the character of that area. The introduction of a structure that is not compatible as to use, size, and/or character is unacceptable.
3. The church needs a new roof and does not have the funds to accomplish this, so it needs to sell their adjoining vacant land to the West. The purchaser wants to build a Dunkin Donut facility there. This is totally out of character with the existing churches located there, The two historic landmarked churches would flank the Drive Through Coffee Shop. Terrible **SPOT ZONING !**
4. The church owns the adjoining vacant lots which could be developed appropriately.  
As it down the street from the Med school, how about a developer constructing residential condominiums or fine apartment there for the med school to use for faculty or visiting professors?

**Please keep me informed as to all information and all meetings.**

---

Bill Wiener Jr. A.I.A <> 318 / 655-6335 <> [Design.Bill@gmail.com](mailto:Design.Bill@gmail.com)

Dunkin Donuts  
Shreveport, LA  
0161

Trip Generation

Land Use	Total Trips	Units		AM		PM		
		IN	OUT	IN	OUT	IN	OUT	
Coffee/Donut Shop with Drive Thru Window (ITE 937)	1850	SF	84	81	165	40	40	80

Land Use	Pass-Bys Percentages		
	AM	PM	Weekday
Coffee/Donut Shop with Drive Thru Window (ITE 937)	49%	50%	50%

A pass-by rate survey was not conducted for this land use in the Trip Generation Manual, therefore the average rates for 934 (Fast-Food Restaurant with Drive-Through Window) were assumed.

Land Use	AM Trips		Out	
	Total	Pass-By	Total	Pass-By
Coffee/Donut Shop with Drive Thru Window (ITE 937)	84	41	43	81

Land Use	PM Trips			
	Total	Pass-By	New	Total
Coffee/Donut Shop with Drive Thru Window (ITE 937)	40	20	20	40

Table E.31 Pass-By and Non-Pass-By Trips Weekday, AM Peak Period  
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 sq ft)	LOCATION	WEEKDAY START DATE	WEEKDAY END DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)	ADJ. STREET FRONT VOLUME	SOURCE	
—	4.5	Chicago suburbs IL	1987	1987	84	7:00-9:00 a.m.	44	—	56	Hong, Orlans Humel, Brook	
80	1.4	Louisville area, KY	1993	1993	—	7:00-9:00 a.m.	22	10	30	Baron-Aschman Assoc.	
100	3.0	Louisville, KY	1993	1993	—	7:00-9:00 a.m.	32	47	21	69	Baron-Aschman Assoc.
87	4.2	New Albany, IN	1993	1993	—	7:00-9:00 a.m.	46	23	31	64	Baron-Aschman Assoc.
100	3.0	Louisville area, KY	1993	1993	—	7:00-9:00 a.m.	43	14	43	67	Baron-Aschman Assoc.
—	3.3	various	1996	1996	—	6:00-9:00 a.m.	68	—	32	—	Oracle Engineering

Average Pass-By Trip Percentage: 49  
"—" means no data were provided

Table E.32 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period  
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window

SEATS	SIZE (1,000 sq ft)	LOCATION	WEEKDAY START DATE	WEEKDAY END DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)	ADJ. STREET FRONT VOLUME	SOURCE	
—	7.6	St. Louis, MO	1984	1984	60	2:00-4:00 p.m.	25	27	44	19	—
—	4.0	Chicago suburbs, IL	1987	1987	80	2:00-4:00 p.m.	36	—	—	46	—
—	4.0	Chicago suburbs, IL	1987	1987	130	2:00-4:00 p.m.	53	—	—	44	—
—	4.0	Chicago suburbs, IL	1987	1987	156	2:00-4:00 p.m.	40	—	—	52	—
—	4.0	Chicago suburbs, IL	1987	1987	222	2:00-4:00 p.m.	35	—	—	52	—
—	4.0	Chicago suburbs, IL	1987	1987	80	2:00-4:00 p.m.	35	—	—	52	—
—	4.0	Chicago suburbs, IL	1987	1987	64	2:00-4:00 p.m.	44	—	—	56	—
—	4.0	Chicago suburbs, IL	1989	1989	—	4:00-6:00 p.m.	46	21	12	12	209
128	1.1	Louisville area, KY	1997	1997	31	4:00-6:00 p.m.	46	24	6	13	2,462
67	4.2	Woodbury, NJ	1992	1992	—	4:00-6:00 p.m.	50	23	13	44	1,638
128	4.2	Louisville area, KY	1993	1993	—	4:00-6:00 p.m.	41	31	34	60	4,290
—	3.1	Kokomo, IN	1983	1983	20	2:00-4:00 p.m.	71	—	—	28	—
—	3.1	Avon, IN	1986	1986	25	2:00-4:00 p.m.	51	—	—	49	—
—	2.8	Woodbury, NJ	1990	1990	42	2:00-4:00 p.m.	40	—	—	34	—
—	4.1	Louisville area, KY	1988	1988	804	2:00-4:00 p.m.	42	—	—	58	—
—	3.2	Avon, IN	1986	1986	200	2:00-4:00 p.m.	40	36	21	40	—
—	2.3	Woodbury, NJ	1990	1990	271	2:00-4:00 p.m.	43	41	13	53	—
—	3.2*	Woodbury, NJ	1990	1990	402	4:00-6:00 p.m.	42	—	—	38	—

Average of several combined studies  
Average Pass-By Trip Percentage: 50  
"—" means no data were provided



Phone: 225.223.6685



Mailing Address:  
P.O. box 14269  
Baton rouge, LA 70898



vecturacs.com

January 31, 2022

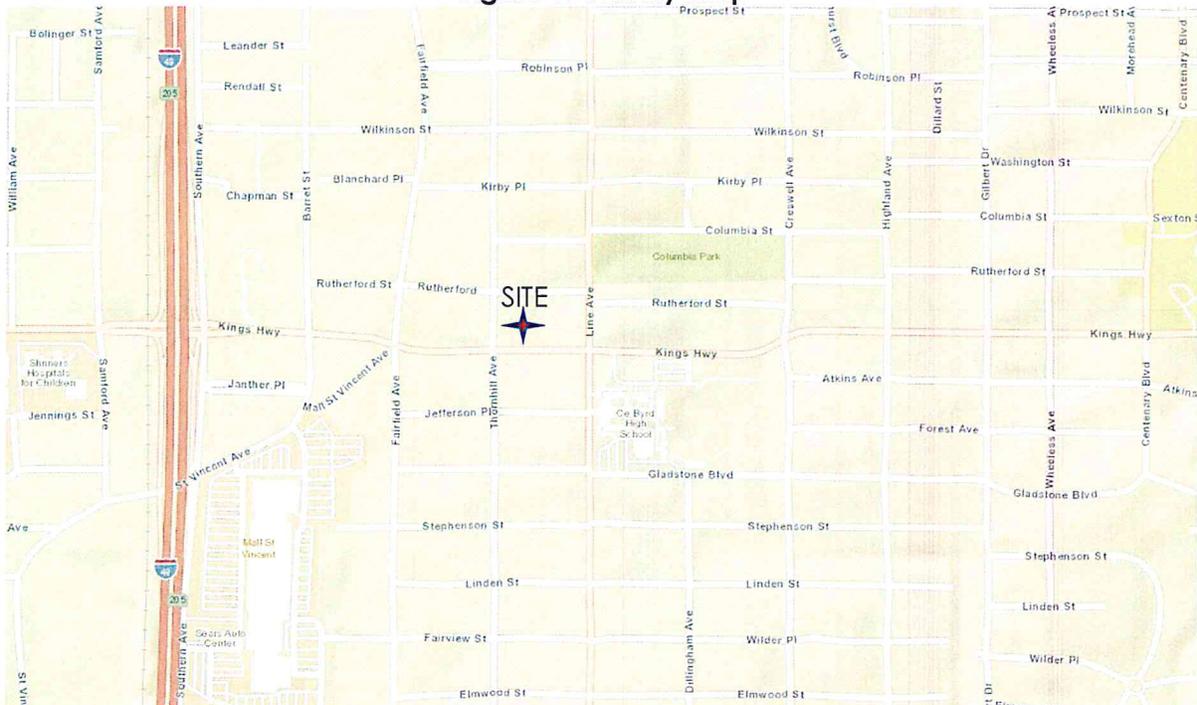
Mr. Damon Dunn  
Lagunita Franchise Group, LLC

**RE: Traffic Impact Analysis for Proposed Dunkin' Donuts – Kings Hwy – Shreveport, LA**

Dear Mr. Dunn,

This technical memorandum summarizes the findings of a traffic impact analysis conducted for a proposed 1,850 square foot Dunkin' Donuts Coffee and Donut Shop to be located on the north side of Kings Highway between Thornhill Avenue and Line Avenue in Shreveport, Louisiana. The goal of this analysis is to determine the impacts, if any, that the site will have on the adjacent road segment of Kings Highway. A vicinity map of the site is presented in **Figure 1**.

**Figure 1. Vicinity Map**

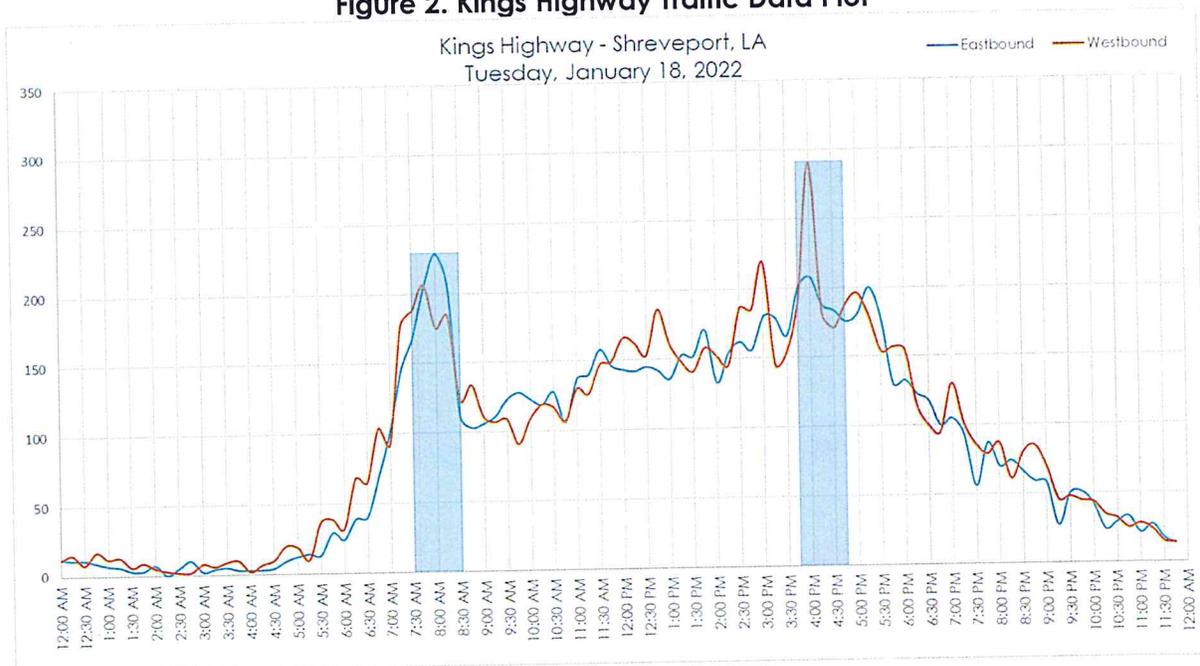


**Existing Conditions**

Kings Highway in the vicinity of the proposed site is a four-lane, undivided roadway with curb and gutter drainage and 10' lanes. The posted speed limit of Kings Highway is 35 miles per hour.

Existing traffic data was collected on Kings Highway on Tuesday, January 18, 2022 where typical traffic conditions were noted and school was in session. The AM and PM peak hours for a typical day on Kings Highway were found to be 7:30 AM - 8:30 AM and 3:45 PM - 4:45 PM, respectively. **Figure 2** presents a graph that illustrates the 15-minute traffic trends by direction along Kings Highway with the identified peak hours. The raw traffic data that was collected is included as an attachment to this memo.

**Figure 2. Kings Highway Traffic Data Plot**



The existing peak hour volumes along Kings Highway are presented in **Table 1**.

**Table 1. Existing Peak Hour Traffic (vehicles per hour)**

	AM	PM
<b>Eastbound</b>	808	781
<b>Wesbound</b>	753	836

**Build Conditions**

The amount of traffic forecasted to be attracted to the proposed Dunkin' Donuts was based on a collection of public and private sector traffic surveys published in the 10<sup>th</sup> Edition of the *ITE Trip Generation Manual*. The data reported in this manual is nationally accepted as a basis for estimating traffic for the purposes of preparing traffic impact analyses. ITE Land Use 937, "Coffee/Donut Shop with Drive-Through Window" was

consulted using on the independent variable gross floor area. Since the site includes a drive-through window and is expected to operate similar to a fast-food restaurant with a drive-through window (Land Use 934), it is reasonable to assume that a percentage of the total trips generated by the site will be pass-by trips. Standard practice in traffic analysis is to recognize that not all inbound and outbound trips to the proposed site will be “new” trips on the roadway system in the vicinity of the proposed project. Some trips to the project site will consist of “pass-by” trips, which are motorists who are already traveling on the roadway from one place to another. Common pass-by trips for fast-food restaurants would be individuals who stop at the project site on the way to or from work/school. The ITE Trip Generation Handbook 3rd Edition provides data for estimating pass-by rates for fast-food restaurants with a drive-thru window (Land Use 934). According to the manual, 49% of the AM peak hour total trips and 50% of PM peak hour total trips are pass-by trips. **Table 2** presents the trip generation estimates for the proposed Dunkin' Donuts. Trip Generation Documentation is included as an attachment.

**Table 2. Trip Generation Estimates**

	Overall	Enter			Exit		
		Total	Pass-By	New	Total	Pass-By	New
AM Peak Hour	165	84	41	43	81	40	41
PM Peak Hour	80	40	20	20	40	20	20

**Table 3** presents the estimated total traffic along Kings Highway when the Dunkin' Donuts is operational.

**Table 3. Future Peak Hour Traffic (vehicles per hour)**

	AM	PM
<b>Eastbound</b>	830	791
<b>Westbound</b>	774	846

A graphical representation of the peak hour trip distribution process is included in as an attachment.

**HCM Capacity Analysis**

The *Highway Capacity Manual, 6<sup>th</sup> Edition* software package HCS7 was used for multilane highway analysis to compare the traffic conditions along Kings Highway under Pre- and Post-Development Conditions. A multilane highway segment such as Kings Highway can be characterized by the service measure density in passenger cars per mile per lane. **Table 4** presents the level of service (LOS) criteria for multilane highways.

**Table 4. LOS Criteria**

LOS	Density (pc/mi/ln)
A	≤ 11
B	>11-18
C	>18-26
D	>26-35
E	>35-45
F	Demand exceeds capacity OR density >45

**Table 5** presents the multilane highway capacity analysis results for Kings Highway under existing conditions and future conditions (with the Dunkin' Donuts).

**Table 5. Kings Highway Multilane Capacity Analysis**

		Existing			Future		
		v/c	Density (pc/mi/ln)	LOS	v/c	Density (pc/mi/ln)	LOS
<b>AM Peak</b>	<b>Eastbound</b>	0.25	16.8	B	0.26	17.3	B
	<b>Westbound</b>	0.22	13.5	B	0.23	13.9	B
<b>PM Peak</b>	<b>Eastbound</b>	0.23	15.1	B	0.23	15.3	B
	<b>Westbound</b>	0.31	18.9	C	0.32	19.1	C

A review of the capacity analysis results indicates that the immediate segment of Kings Highway adjacent to the proposed site location will continue to operate with acceptable levels of service with the addition of the Dunkin' Donuts. The analysis documentation is included as an attachment.

In conclusion, the Dunkin' Donuts site is not anticipated to result in any adverse traffic impacts along the Kings Highway.

This traffic statement and its attachments are sincerely submitted by:



Reece Rodrigue, PE, PTOE  
Project Engineer

Attachments



## MetroCount Vehicle Counts

Kings Highway e/o Thornhill Ave EB

**Profile:**

**Filter time:** 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022

**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

**Speed range:** 5 - 100 mph.

**Direction:** East (bound), P = East, Lane = 0-16

**Separation:** Headway > 0 sec, Span 0 - 300 ft

**Name:** Default Profile

**Scheme:** Vehicle classification (Scheme F2)

**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)

**Tuesday, January 18, 2022 - Total=8586, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
43	19	22	14	19	68	172	618	650	468	476	581	572	612	605	726	756	689	474	341	269	186	128	78	
12	7	7	2	3	12	24	101	229	106	123	137	143	136	133	180	208	181	133	105	70	58	42	21	8
11	6	0	4	3	14	39	145	207	111	119	140	142	153	154	179	188	200	123	93	74	27	24	27	13
11	3	5	5	4	13	40	168	111	123	128	158	145	152	162	166	184	178	118	56	66	50	29	17	8
9	3	10	3	9	29	69	204	103	128	106	146	142	171	156	201	176	130	100	87	59	51	33	13	13

AM Peak 0730 - 0830 (808), AM PHF=0.88 PM Peak 1545 - 1645 (781), PM PHF=0.94

## MetroCount Classification Count

**Kings Highway e/o Thornhill Ave** **EB**

**Profile:**  
**Filter time:** 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022 (1)  
**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13  
**Speed range:** 5 - 100 mph.  
**Direction:** East (bound), P = East, Lane = 0-16  
**Separation:** Headway > 0 sec, Span 0 - 300 ft  
**Name:** Default Profile  
**Scheme:** Vehicle classification (Scheme F2)  
**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)

**Tuesday, January 18, 2022**

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
<--														
0000	12	0	10	2	0	0	0	0	0	0	0	0	0	0
0015	11	0	10	1	0	0	0	0	0	0	0	0	0	0
0030	11	0	9	2	0	0	0	0	0	0	0	0	0	0
0045	9	0	7	1	0	1	0	0	0	0	0	0	0	0
0100	7	0	6	1	0	0	0	0	0	0	0	0	0	0
0115	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0130	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0145	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0200	7	0	7	0	0	0	0	0	0	0	0	0	0	0
0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230	5	0	3	2	0	0	0	0	0	0	0	0	0	0
0245	10	0	7	3	0	0	0	0	0	0	0	0	0	0
0300	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0315	4	0	3	1	0	0	0	0	0	0	0	0	0	0
0330	5	0	5	0	0	0	0	0	0	0	0	0	0	0
0345	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0400	3	0	2	1	0	0	0	0	0	0	0	0	0	0
0415	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0430	4	0	3	1	0	0	0	0	0	0	0	0	0	0
0445	9	0	8	1	0	0	0	0	0	0	0	0	0	0
0500	12	0	10	2	0	0	0	0	0	0	0	0	0	0
0515	14	0	12	2	0	0	0	0	0	0	0	0	0	0
0530	13	0	8	4	0	0	0	0	1	0	0	0	0	0
0545	29	0	25	3	0	1	0	0	0	0	0	0	0	0
0600	24	0	16	8	0	0	0	0	0	0	0	0	0	0
0615	39	0	33	5	1	0	0	0	0	0	0	0	0	0
0630	40	0	35	4	0	0	1	0	0	0	0	0	0	0
0645	69	0	56	9	2	2	0	0	0	0	0	0	0	0
0700	101	0	83	17	0	0	1	0	0	0	0	0	0	0
0715	145	0	119	20	1	2	2	0	1	0	0	0	0	0
0730	168	1	129	30	1	3	3	0	0	1	0	0	0	0
0745	204	0	172	25	1	3	3	0	0	0	0	0	0	0
0800	229	0	175	43	2	8	1	0	0	0	0	0	0	0
0815	207	0	175	22	1	5	2	1	1	0	0	0	0	0
0830	111	0	84	23	1	2	0	0	1	0	0	0	0	0
0845	103	0	81	17	0	3	1	0	1	0	0	0	0	0
0900	106	0	83	20	0	2	1	0	0	0	0	0	0	0
0915	111	0	93	14	0	3	0	0	1	0	0	0	0	0
0930	123	0	95	24	0	4	0	0	0	0	0	0	0	0
0945	128	0	97	23	0	6	0	0	1	1	0	0	0	0
1000	123	0	87	29	0	6	0	0	1	0	0	0	0	0
1015	119	0	90	23	0	6	0	0	0	0	0	0	0	0
1030	128	1	94	25	1	6	0	0	1	0	0	0	0	0
1045	106	0	78	22	0	5	1	0	0	0	0	0	0	0
1100	137	0	102	32	0	2	1	0	0	0	0	0	0	0
1115	140	0	114	26	0	0	0	0	0	0	0	0	0	0
1130	158	0	124	29	2	3	0	0	0	0	0	0	0	0
1145	146	0	115	24	0	4	1	1	1	0	0	0	0	0
1200	143	0	119	21	0	2	1	0	0	0	0	0	0	0
1215	142	0	115	27	0	0	0	0	0	0	0	0	0	0
1230	145	0	121	20	0	3	1	0	0	0	0	0	0	0
1245	142	0	113	25	0	4	0	0	0	0	0	0	0	0
1300	136	0	110	25	0	1	0	0	0	0	0	0	0	0
1315	153	0	125	25	0	2	0	1	0	0	0	0	0	0

1330	152	0	121	28	0	2	1	0	0	0	0	0	0	0
1345	171	0	134	31	0	6	0	0	0	0	0	0	0	0
1400	133	0	107	22	0	2	0	0	1	1	0	0	0	0
1415	154	1	118	29	1	3	1	1	0	0	0	0	0	0
1430	162	0	135	24	0	3	0	0	0	0	0	0	0	0
1445	156	0	128	23	0	5	0	0	0	0	0	0	0	0
1500	180	1	145	31	1	2	0	0	0	0	0	0	0	0
1515	179	0	140	35	2	2	0	0	0	0	0	0	0	0
1530	166	0	140	22	1	3	0	0	0	0	0	0	0	0
1545	201	0	169	27	1	2	1	0	1	0	0	0	0	0
1600	208	0	164	35	0	7	1	0	1	0	0	0	0	0
1615	188	0	155	27	1	5	0	0	0	0	0	0	0	0
1630	184	0	146	30	0	7	0	0	0	1	0	0	0	0
1645	176	0	142	31	0	2	1	0	0	0	0	0	0	0
1700	181	1	152	22	1	5	0	0	0	0	0	0	0	0
1715	200	0	166	32	0	2	0	0	0	0	0	0	0	0
1730	178	0	147	25	0	5	0	0	1	0	0	0	0	0
1745	130	0	100	27	0	3	0	0	0	0	0	0	0	0
1800	133	0	110	20	0	2	0	0	1	0	0	0	0	0
1815	123	0	98	24	0	1	0	0	0	0	0	0	0	0
1830	118	1	99	14	0	4	0	0	0	0	0	0	0	0
1845	100	1	79	17	0	3	0	0	0	0	0	0	0	0
1900	105	0	90	14	0	1	0	0	0	0	0	0	0	0
1915	93	0	78	11	0	4	0	0	0	0	0	0	0	0
1930	56	0	46	9	0	1	0	0	0	0	0	0	0	0
1945	87	0	73	13	0	1	0	0	0	0	0	0	0	0
2000	70	0	55	12	0	2	0	1	0	0	0	0	0	0
2015	74	0	52	18	0	3	1	0	0	0	0	0	0	0
2030	66	0	58	6	0	2	0	0	0	0	0	0	0	0
2045	59	0	47	10	0	2	0	0	0	0	0	0	0	0
2100	58	0	52	6	0	0	0	0	0	0	0	0	0	0
2115	27	0	21	4	0	1	0	0	0	1	0	0	0	0
2130	50	0	39	10	0	1	0	0	0	0	0	0	0	0
2145	51	0	41	7	0	3	0	0	0	0	0	0	0	0
2200	42	0	29	11	0	2	0	0	0	0	0	0	0	0
2215	24	0	19	5	0	0	0	0	0	0	0	0	0	0
2230	29	0	22	6	1	0	0	0	0	0	0	0	0	0
2245	33	0	29	3	0	1	0	0	0	0	0	0	0	0
2300	21	0	16	4	0	1	0	0	0	0	0	0	0	0
2315	27	0	27	0	0	0	0	0	0	0	0	0	0	0
2330	17	0	17	0	0	0	0	0	0	0	0	0	0	0
2345	13	0	11	1	0	1	0	0	0	0	0	0	0	0

In profile: Vehicles = 8586



## MetroCount Vehicle Counts

**Kings Highway e/o Thornhill Ave** WB

**Profile:**  
**Filter time:** 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022  
**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13  
**Speed range:** 5 - 100 mph.  
**Direction:** West (bound), P = East, Lane = 0-16  
**Separation:** Headway > 0 sec, Span 0 - 300 ft  
**Name:** Default Profile  
**Scheme:** Vehicle classification (Scheme F2)  
**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)  
**In profile:** Vehicles = 9022

**Tuesday, January 18, 2022 - Total=9022, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
<b>52</b>	<b>40</b>	<b>12</b>	<b>33</b>	<b>39</b>	<b>105</b>	<b>269</b>	<b>663</b>	<b>616</b>	<b>418</b>	<b>452</b>	<b>552</b>	<b>667</b>	<b>608</b>	<b>668</b>	<b>711</b>	<b>831</b>	<b>686</b>	<b>465</b>	<b>396</b>	<b>313</b>	<b>209</b>	<b>136</b>	<b>81</b>	
12	12	5	8	2	19	32	92	175	111	109	130	166	161	152	219	290	196	155	130	87	70	44	28	19
15	13	3	6	7	10	68	177	184	107	119	126	162	148	145	145	182	179	115	101	61	46	35	24	19
8	6	2	9	10	37	65	188	123	109	117	147	153	141	186	154	171	154	100	86	80	48	32	15	12
17	9	2	10	20	39	104	206	134	91	107	149	186	158	185	193	188	157	95	79	85	45	25	14	3

AM Peak 0730 - 0830 (753), AM PHF=0.91 PM Peak 1545 - 1645 (836), PM PHF=0.72

## MetroCount Classification Count

**Kings Highway e/o Thornhill Ave** **WB**

**Profile:**

**Filter time:** 0:00 Tuesday, January 18, 2022 => 0:00 Wednesday, January 19, 2022 (1)

**Included classes:** 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

**Speed range:** 5 - 100 mph.

**Direction:** West (bound), P = East, Lane = 0-16

**Separation:** Headway > 0 sec, Span 0 - 300 ft

**Name:** Default Profile

**Scheme:** Vehicle classification (Scheme F2)

**Units:** Non metric (ft, mi, ft/s, mph, lb, ton)

**Tuesday, January 18, 2022**

Time	Total	Cls 1	Cls 2	Cls 3	Cls 4	Cls 5	Cls 6	Cls 7	Cls 8	Cls 9	Cls 10	Cls 11	Cls 12	Cls 13
<--														
0000	12	0	11	1	0	0	0	0	0	0	0	0	0	0
0015	15	0	12	2	0	0	0	0	0	1	0	0	0	0
0030	8	0	8	0	0	0	0	0	0	0	0	0	0	0
0045	17	0	16	1	0	0	0	0	0	0	0	0	0	0
0100	12	0	8	4	0	0	0	0	0	0	0	0	0	0
0115	13	0	13	0	0	0	0	0	0	0	0	0	0	0
0130	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0145	9	0	8	1	0	0	0	0	0	0	0	0	0	0
0200	5	0	5	0	0	0	0	0	0	0	0	0	0	0
0215	3	0	3	0	0	0	0	0	0	0	0	0	0	0
0230	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0245	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0300	8	0	7	1	0	0	0	0	0	0	0	0	0	0
0315	6	0	5	1	0	0	0	0	0	0	0	0	0	0
0330	9	0	7	1	0	1	0	0	0	0	0	0	0	0
0345	10	0	8	2	0	0	0	0	0	0	0	0	0	0
0400	2	0	2	0	0	0	0	0	0	0	0	0	0	0
0415	7	0	6	1	0	0	0	0	0	0	0	0	0	0
0430	10	0	6	4	0	0	0	0	0	0	0	0	0	0
0445	20	0	16	3	1	0	0	0	0	0	0	0	0	0
0500	19	0	12	7	0	0	0	0	0	0	0	0	0	0
0515	10	0	7	3	0	0	0	0	0	0	0	0	0	0
0530	37	0	32	5	0	0	0	0	0	0	0	0	0	0
0545	39	0	26	10	0	3	0	0	0	0	0	0	0	0
0600	32	0	22	8	1	1	0	0	0	0	0	0	0	0
0615	68	0	55	11	0	2	0	0	0	0	0	0	0	0
0630	65	0	51	11	1	2	0	0	0	0	0	0	0	0
0645	104	0	88	13	0	2	1	0	0	0	0	0	0	0
0700	92	1	78	13	0	0	0	0	0	0	0	0	0	0
0715	177	0	145	28	1	3	0	0	0	0	0	0	0	0
0730	188	0	155	28	1	4	0	0	0	0	0	0	0	0
0745	206	1	165	35	1	2	0	1	1	0	0	0	0	0
0800	175	0	140	28	0	5	1	0	1	0	0	0	0	0
0815	184	0	153	26	0	4	1	0	0	0	0	0	0	0
0830	123	0	92	25	1	5	0	0	0	0	0	0	0	0
0845	134	0	109	22	1	1	1	0	0	0	0	0	0	0
0900	111	1	77	29	0	3	0	0	1	0	0	0	0	0
0915	107	0	80	22	1	3	0	0	0	1	0	0	0	0
0930	109	0	83	19	0	6	0	0	1	0	0	0	0	0
0945	91	0	71	15	1	2	0	0	1	1	0	0	0	0
1000	109	0	85	19	0	3	0	1	1	0	0	0	0	0
1015	119	0	91	20	0	6	1	0	0	1	0	0	0	0
1030	117	0	100	16	0	0	1	0	0	0	0	0	0	0
1045	107	0	85	18	1	0	0	0	3	0	0	0	0	0
1100	130	0	91	33	1	5	0	0	0	0	0	0	0	0
1115	126	0	97	24	0	2	2	0	1	0	0	0	0	0
1130	147	0	116	24	0	7	0	0	0	0	0	0	0	0
1145	149	0	118	28	0	2	0	0	1	0	0	0	0	0
1200	166	0	121	42	1	2	0	0	0	0	0	0	0	0
1215	162	0	123	36	0	2	1	0	0	0	0	0	0	0
1230	153	0	119	28	1	4	0	0	1	0	0	0	0	0
1245	186	0	158	27	0	1	0	0	0	0	0	0	0	0
1300	161	1	119	33	1	6	0	0	1	0	0	0	0	0
1315	148	0	122	18	0	6	2	0	0	0	0	0	0	0

1330	141	0	117	18	0	5	1	0	0	0	0	0	0	0
1345	158	0	129	23	0	6	0	0	0	0	0	0	0	0
1400	152	0	121	25	1	4	1	0	0	0	0	0	0	0
1415	145	0	116	26	0	2	0	0	1	0	0	0	0	0
1430	186	0	146	35	0	5	0	0	0	0	0	0	0	0
1445	185	0	139	38	1	5	0	0	2	0	0	0	0	0
1500	219	0	179	32	1	6	0	1	0	0	0	0	0	0
1515	145	0	118	22	0	5	0	0	0	0	0	0	0	0
1530	154	0	121	30	1	2	0	0	0	0	0	0	0	0
1545	193	0	156	30	0	2	3	0	2	0	0	0	0	0
1600	290	1	243	39	1	6	0	0	0	0	0	0	0	0
1615	182	0	160	15	0	5	2	0	0	0	0	0	0	0
1630	171	1	131	38	0	1	0	0	0	0	0	0	0	0
1645	188	0	157	26	1	4	0	0	0	0	0	0	0	0
1700	196	0	164	28	0	4	0	0	0	0	0	0	0	0
1715	179	0	135	39	0	3	2	0	0	0	0	0	0	0
1730	154	0	120	26	0	5	3	0	0	0	0	0	0	0
1745	157	0	130	23	0	3	1	0	0	0	0	0	0	0
1800	155	0	123	30	0	2	0	0	0	0	0	0	0	0
1815	115	0	96	19	0	0	0	0	0	0	0	0	0	0
1830	100	0	85	14	0	1	0	0	0	0	0	0	0	0
1845	95	0	84	9	0	2	0	0	0	0	0	0	0	0
1900	130	0	103	24	0	3	0	0	0	0	0	0	0	0
1915	101	0	83	16	0	2	0	0	0	0	0	0	0	0
1930	86	0	72	11	0	3	0	0	0	0	0	0	0	0
1945	79	0	63	13	1	2	0	0	0	0	0	0	0	0
2000	87	0	68	17	0	2	0	0	0	0	0	0	0	0
2015	61	0	52	7	0	2	0	0	0	0	0	0	0	0
2030	80	0	71	7	1	0	1	0	0	0	0	0	0	0
2045	85	1	72	9	0	3	0	0	0	0	0	0	0	0
2100	70	0	57	11	0	2	0	0	0	0	0	0	0	0
2115	46	0	39	7	0	0	0	0	0	0	0	0	0	0
2130	48	0	40	5	0	3	0	0	0	0	0	0	0	0
2145	45	0	33	10	0	2	0	0	0	0	0	0	0	0
2200	44	0	40	2	0	2	0	0	0	0	0	0	0	0
2215	35	0	23	12	0	0	0	0	0	0	0	0	0	0
2230	32	0	26	5	0	1	0	0	0	0	0	0	0	0
2245	25	0	21	4	0	0	0	0	0	0	0	0	0	0
2300	28	0	22	5	0	1	0	0	0	0	0	0	0	0
2315	24	0	21	2	0	1	0	0	0	0	0	0	0	0
2330	15	0	14	1	0	0	0	0	0	0	0	0	0	0
2345	14	0	11	3	0	0	0	0	0	0	0	0	0	0

In profile: Vehicles = 9022

# Land Use: 937

## Coffee/Donut Shop with Drive-Through Window

### Description

This land use includes single-tenant coffee and donut restaurants with drive-through windows. Freshly brewed coffee and a variety of coffee-related accessories are the primary retail products sold at these sites. They may also sell other refreshment items, such as donuts, bagels, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. Some sites may also sell newspapers, music, CDs, and books. The coffee and donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening. Also, limited indoor seating is generally provided for patrons; however, table service is not provided. Coffee/donut shop without drive-through window (Land Use 936), coffee/donut shop with drive-through window and no indoor seating (Land Use 938), bread/donut/bagel shop without drive-through window (Land Use 939), and bread/donut/bagel shop with drive-through window (Land Use 940) are related uses.

### Additional Data

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Colorado, Connecticut, Illinois, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, New York, Ontario (CAN), Pennsylvania, Quebec (CAN), Tennessee, Vermont, Washington, and Wisconsin.

### Specialized Land Use Data

One study provided data for a coffee/donut shop with a drive-through window that also sells donuts and ice cream (source 617). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 3,300 square feet. It generated 425 vehicle trips during the weekday AM peak hour of adjacent street traffic, and 236 vehicle trips during the weekday PM peak hour of adjacent street traffic.

### Source Numbers

594, 599, 615, 617, 618, 621, 622, 635, 639, 712, 714, 725, 726, 728, 853, 854, 892, 903, 928, 959, 979, 982

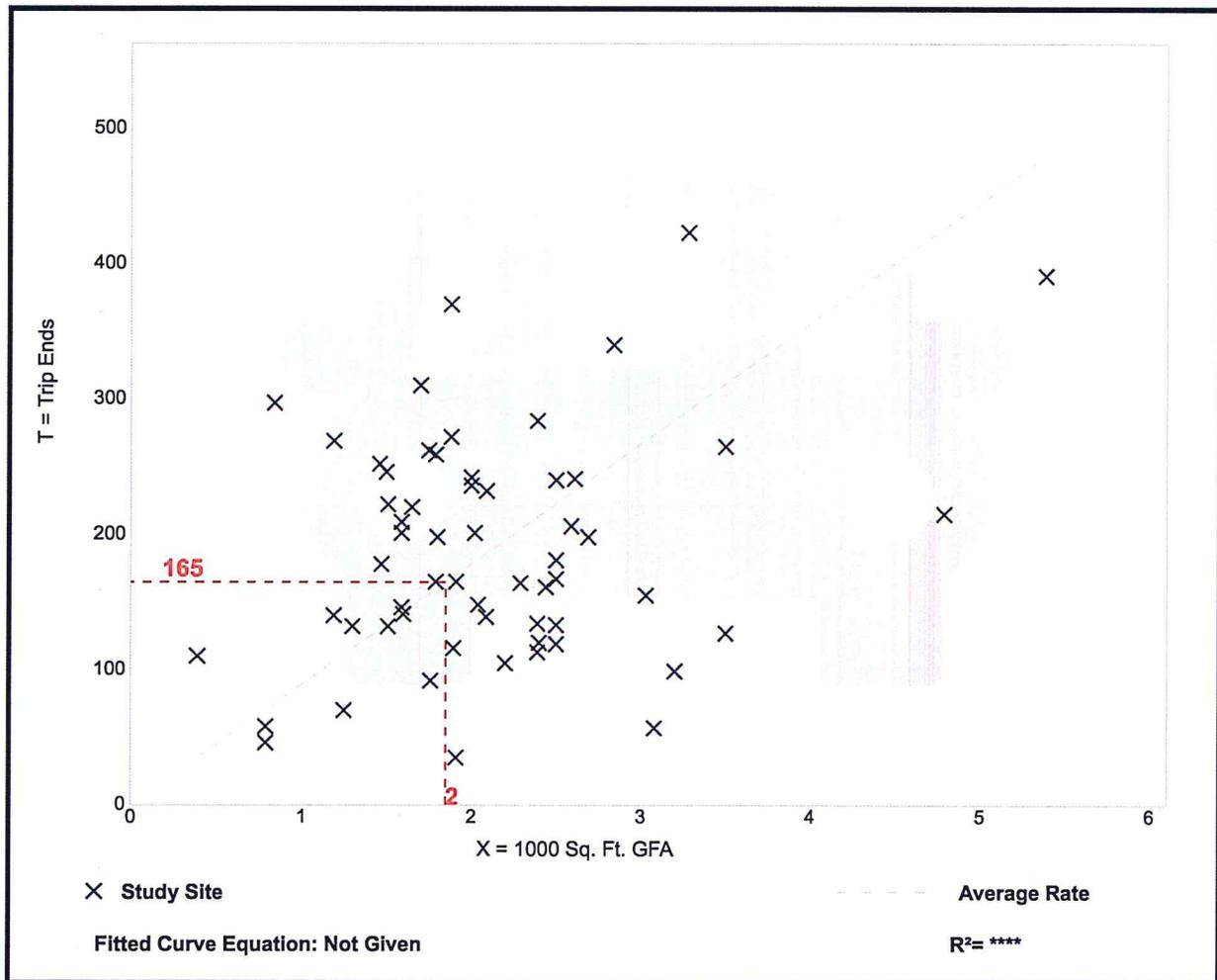
# Coffee/Donut Shop with Drive-Through Window (937)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 7 and 9 a.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 61  
 Avg. 1000 Sq. Ft. GFA: 2  
 Directional Distribution: 51% entering, 49% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
88.99	18.32 - 353.57	48.19

## Data Plot and Equation



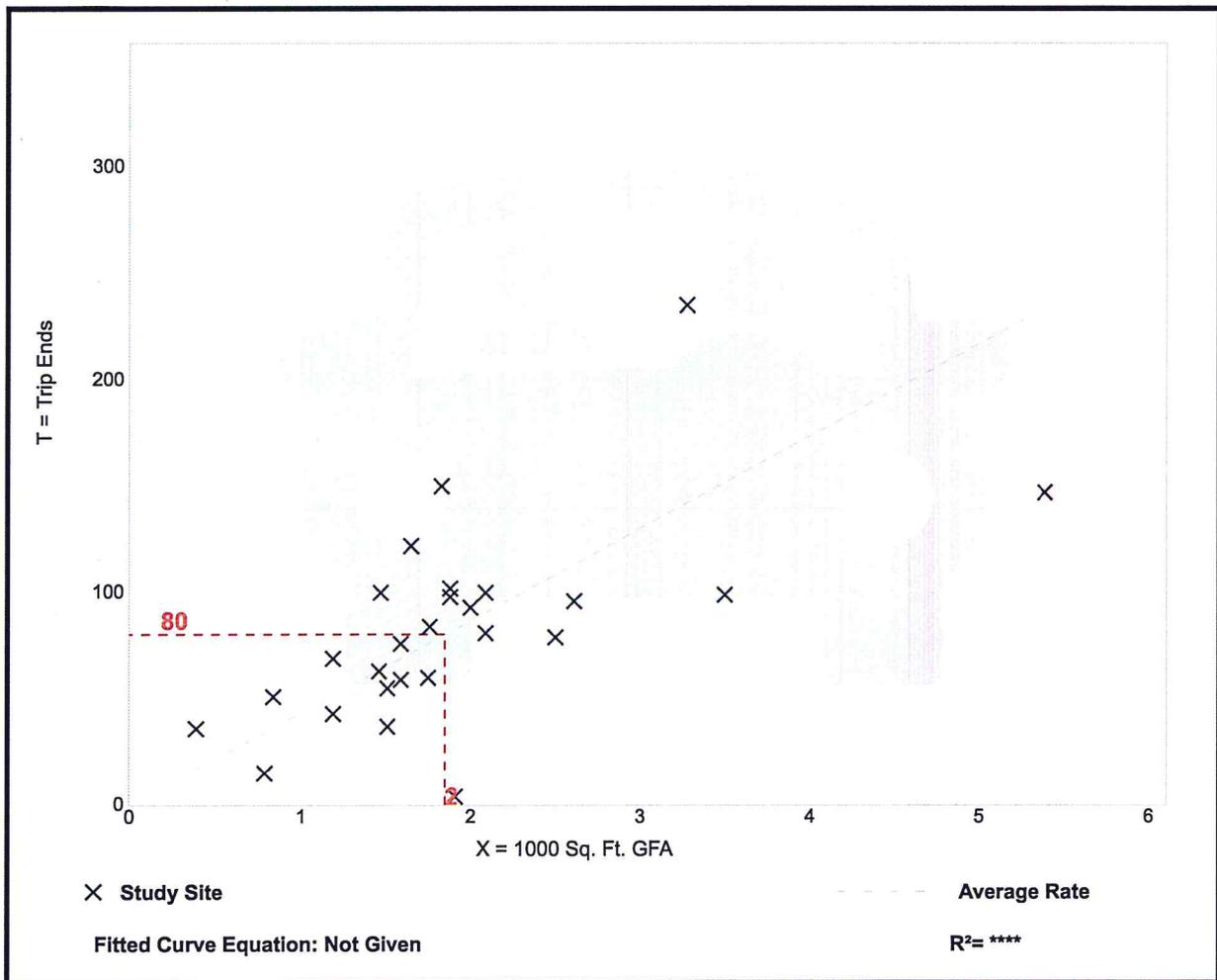
# Coffee/Donut Shop with Drive-Through Window (937)

**Vehicle Trip Ends vs: 1000 Sq. Ft. GFA**  
**On a: Weekday,**  
**Peak Hour of Adjacent Street Traffic,**  
**One Hour Between 4 and 6 p.m.**  
**Setting/Location: General Urban/Suburban**  
 Number of Studies: 26  
 Avg. 1000 Sq. Ft. GFA: 2  
 Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
43.38	2.09 - 92.31	18.88

## Data Plot and Equation



**Table E.31 Pass-By and Non-Pass-By Trips Weekday, AM Peak Period  
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window**

SEATS	SIZE (1,000 SQ. FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS-BY TRIP (%)	NON-PASS-BY TRIPS (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
							PRIMARY	DIVERTED	TOTAL		
—	<5	Chicago suburbs, IL	1987	64	7:00–9:00 a.m.	44	—	—	56	—	Kenig, O'Hara, Humes, Flock
88	1.4	Louisville area, KY	1993	—	7:00–9:00 a.m.	62	22	16	38	1,407	Barton-Aschman Assoc.
100	3.6	Louisville, KY	1993	—	7:00–9:00 a.m.	32	47	21	68	437	Barton-Aschman Assoc.
87	4.2	New Albany, IN	1993	—	7:00–9:00 a.m.	46	23	31	54	1,049	Barton-Aschman Assoc.
150	3.0	Louisville area, KY	1993	—	7:00–9:00 a.m.	43	14	43	57	2,903	Barton-Aschman Assoc.
—	3.3	varies	1996	—	6:00–9:00 a.m.	68	—	—	32	—	Oracle Engineering

Average Pass-By Trip Percentage: 49

“—” means no data were provided

**Table E.32 Pass-By and Non-Pass-By Trips Weekday, PM Peak Period  
Land Use Code 934—Fast-Food Restaurant with Drive-Through Window**

SEATS	SIZE (1,000 SQ FT. GFA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PASS- BY TRIP (%)	NON-PASS-BY TRIPS (%)			ADJ. STREET PEAK HOUR VOLUME	SOURCE
							PRIMARY	DIVERTED	TOTAL		
—	<2.6	Minn-St. Paul, MN	1987	50	3:00-7:00 p.m.	25	27	48	75	—	—
—	<5.0	Chicago suburbs, IL	1987	80	3:00-6:00 p.m.	38	—	—	62	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	100	3:00-6:00 p.m.	55	—	—	46	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	159	3:00-6:00 p.m.	56	—	—	44	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	225	3:00-6:00 p.m.	48	—	—	52	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	88	3:00-6:00 p.m.	35	—	—	65	—	Kenig, O'Hara, Humes, Flock
—	<5.0	Chicago suburbs, IL	1987	84	3:00-6:00 p.m.	44	—	—	56	—	Kenig, O'Hara, Humes, Flock
88	1.3	Louisville area, KY	1993	—	4:00-6:00 p.m.	68	22	10	32	2,055	Barton- Aschman Assoc.
120	1.9	Louisville area, KY	1993	33	4:00-6:00 p.m.	67	24	9	33	2,447	Barton- Aschman Assoc.
87	4.2	New Albany, IN	1993	—	4:00-6:00 p.m.	56	25	19	44	1,632	Barton- Aschman Assoc.
150	3.0	Louisville area, KY	1993	—	4:00-6:00 p.m.	31	31	38	69	4,250	Barton- Aschman Assoc.
—	3.1	Kissimmee, FL	1995	26	2:00-6:00 p.m.	71	—	—	29	—	TPD Inc.
—	3.1	Apopka, FL	1996	29	2:00-6:00 p.m.	38	—	—	62	—	TPD Inc.
—	2.8	Winter Springs, FL	1995	47	2:00-6:00 p.m.	66	—	—	34	—	TPD Inc.
—	4.3	Longwood, FL	1994	304	2:00-6:00 p.m.	62	—	—	38	—	TPD Inc.
—	3.2	Altamonte Springs, FL	1996	202	2:00-6:00 p.m.	40	39	21	60	—	TPD Inc.
—	2.9	Winter Park, FL	1996	271	2:00-6:00 p.m.	41	41	18	59	—	TPD Inc.
—	3.3*	several	1996	varies	4:00-6:00 p.m.	62	—	—	38	—	Oracle Engineering

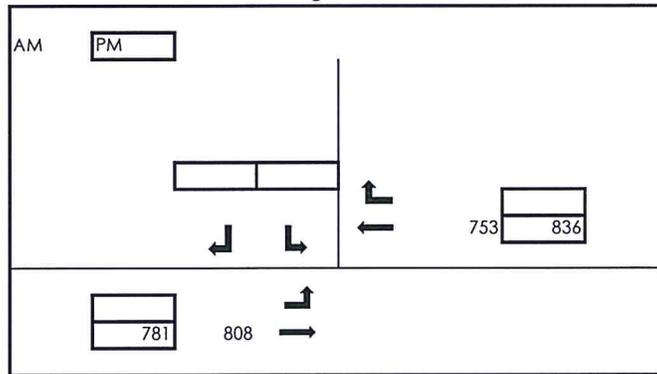
\*Average of several combined studies.

Average Pass-By Trip Percentage: 50

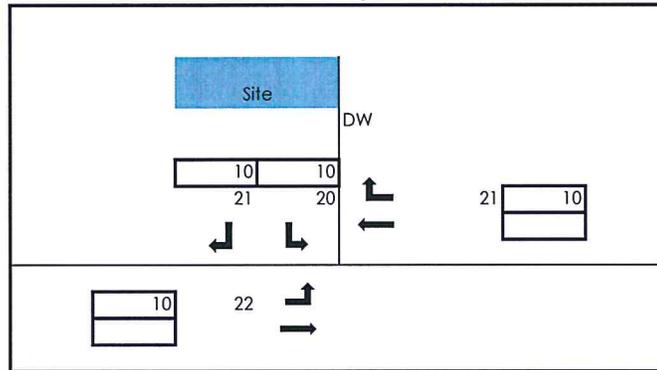
"—" means no data were provided

# Trip Distribution Representation

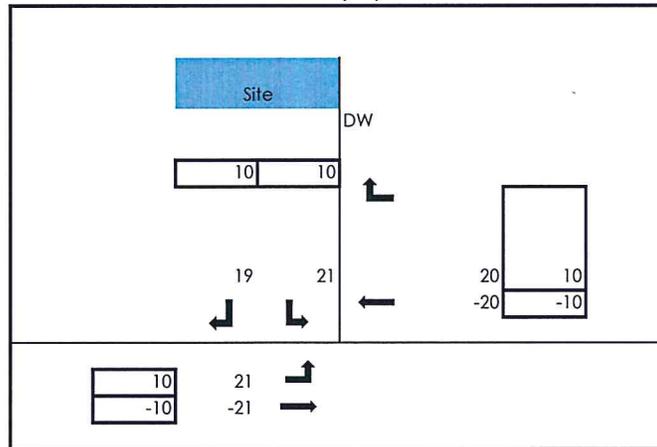
## Existing Conditions



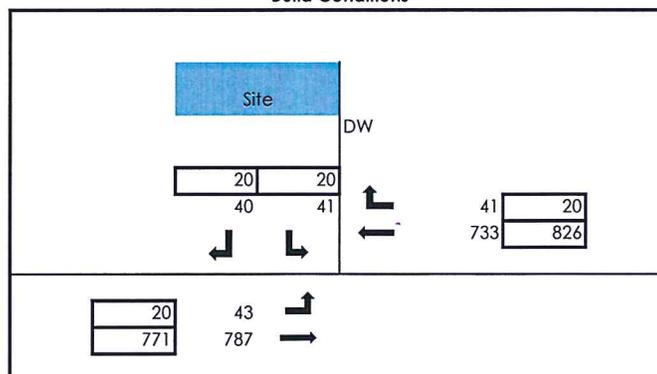
## New Trips



## Pass-By Trips



## Build Conditions



# HCS7 Multilane Highway Report

## Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	AM Peak Hour Existing
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

## Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

## Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

## Direction 1 Demand and Capacity

Volume(V) veh/h	808	Heavy Vehicle Adjustment Factor (fHV)	0.962
Peak Hour Factor	0.88	Flow Rate (V <sub>p</sub> ), pc/h/ln	477
Total Trucks, %	4.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c <sub>adj</sub> ), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.25

## Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	16.8
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

## Direction 1 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	459	Effective Speed Factor (St)	3.84
Effective Width of Volume (W <sub>v</sub> ), ft	10	Bicycle LOS Score (BLOS)	5.35
Average Effective Width (W <sub>e</sub> ), ft	10	Bicycle Level of Service (LOS)	E

<b>Direction 2 Geometric Data</b>			
Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		
<b>Direction 2 Adjustment Factors</b>			
Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		
<b>Direction 2 Demand and Capacity</b>			
Volume(V) veh/h	753	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.91	Flow Rate (Vp), pc/h/ln	426
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.22
<b>Direction 2 Speed and Density</b>			
Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D ), pc/mi/ln	13.5
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	4.3		
<b>Direction 2 Bicycle LOS</b>			
Flow Rate in Outside Lane (vOL),veh/h	459	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.35
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

# HCS7 Multilane Highway Report

## Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	PM Peak Hour Existing
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

## Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

## Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

## Direction 1 Demand and Capacity

Volume(V) veh/h	781	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.94	Flow Rate (V <sub>p</sub> ), pc/h/ln	428
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c <sub>adj</sub> ), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

## Direction 1 Speed and Density

Lane Width Adjustment (f <sub>lW</sub> )	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (f <sub>lLC</sub> )	0.9	Density (D), pc/mi/ln	15.1
Median Type Adjustment (f <sub>m</sub> )	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (f <sub>A</sub> )	7.5		

## Direction 1 Bicycle LOS

Flow Rate in Outside Lane (v <sub>oL</sub> ),veh/h	415	Effective Speed Factor (S <sub>t</sub> )	3.84
Effective Width of Volume (W <sub>v</sub> ), ft	10	Bicycle LOS Score (BLOS)	5.08
Average Effective Width (W <sub>e</sub> ), ft	10	Bicycle Level of Service (LOS)	E

**Direction 2 Geometric Data**

Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		

**Direction 2 Adjustment Factors**

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

**Direction 2 Demand and Capacity**

Volume(V) veh/h	836	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.72	Flow Rate (Vp), pc/h/ln	598
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.31

**Direction 2 Speed and Density**

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLTC)	0.9	Density (D), pc/mi/ln	18.9
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	C
Access Point Density Adjustment (fA)	4.3		

**Direction 2 Bicycle LOS**

Flow Rate in Outside Lane (VOL),veh/h	415	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.08
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

# HCS7 Multilane Highway Report

## Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	AM Peak Hour Future
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

## Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

## Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

## Direction 1 Demand and Capacity

Volume(V) veh/h	830	Heavy Vehicle Adjustment Factor (fHV)	0.962
Peak Hour Factor	0.88	Flow Rate (Vp), pc/h/ln	490
Total Trucks, %	4.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.26

## Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D ), pc/mi/ln	17.3
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

## Direction 1 Bicycle LOS

Flow Rate in Outside Lane (vol),veh/h	472	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.36
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

**Direction 2 Geometric Data**

Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		

**Direction 2 Adjustment Factors**

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

**Direction 2 Demand and Capacity**

Volume(V) veh/h	774	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.91	Flow Rate (Vp), pc/h/ln	438
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

**Direction 2 Speed and Density**

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLTC)	0.9	Density (D), pc/mi/ln	13.9
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	4.3		

**Direction 2 Bicycle LOS**

Flow Rate in Outside Lane (VOL),veh/h	472	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.36
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

# HCS7 Multilane Highway Report

## Project Information

Analyst		Date	1/31/2022
Agency		Analysis Year	2022
Jurisdiction	Shreveport	Time Analyzed	PM Peak Hour Future
Project Description	Dunkin Donuts - Shreveport	Units	U.S. Customary

## Direction 1 Geometric Data

Direction 1	Kings Highway Eastbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	30.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	28.4		

## Direction 1 Adjustment Factors

Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		

## Direction 1 Demand and Capacity

Volume(V) veh/h	791	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.94	Flow Rate (Vp), pc/h/ln	434
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (cadj), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.23

## Direction 1 Speed and Density

Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	28.4
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	15.3
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	B
Access Point Density Adjustment (fA)	7.5		

## Direction 1 Bicycle LOS

Flow Rate in Outside Lane (VOL),veh/h	421	Effective Speed Factor (St)	3.84
Effective Width of Volume (Wv), ft	10	Bicycle LOS Score (BLOS)	5.09
Average Effective Width (We), ft	10	Bicycle Level of Service (LOS)	E

<b>Direction 2 Geometric Data</b>			
Direction 2	Kings Highway Westbound		
Number of Lanes (N), ln	2	Terrain Type	Level
Segment Length (L), ft	-	Percent Grade, %	-
Measured or Base Free-Flow Speed	Base	Grade Length, mi	-
Base Free-Flow Speed (BFFS), mi/h	45.0	Access Point Density, pts/mi	17.0
Lane Width, ft	10	Left-Side Lateral Clearance (LCR), ft	6
Median Type	Undivided	Total Lateral Clearance (TLC), ft	9
Free-Flow Speed (FFS), mi/h	31.7		
<b>Direction 2 Adjustment Factors</b>			
Driver Population	All Familiar	Final Speed Adjustment Factor (SAF)	1.000
Driver Population SAF	1.000	Final Capacity Adjustment Factor (CAF)	1.000
Driver Population CAF	1.000		
<b>Direction 2 Demand and Capacity</b>			
Volume(V) veh/h	846	Heavy Vehicle Adjustment Factor (fHV)	0.971
Peak Hour Factor	0.72	Flow Rate (V <sub>p</sub> ), pc/h/ln	605
Total Trucks, %	3.00	Capacity (c), pc/h/ln	1900
Single-Unit Trucks (SUT), %	-	Adjusted Capacity (c <sub>adj</sub> ), pc/h/ln	1900
Tractor-Trailers (TT), %	-	Volume-to-Capacity Ratio (v/c)	0.32
<b>Direction 2 Speed and Density</b>			
Lane Width Adjustment (fLW)	6.6	Average Speed (S), mi/h	31.6
Total Lateral Clearance Adj. (fLLC)	0.9	Density (D), pc/mi/ln	19.1
Median Type Adjustment (fM)	1.6	Level of Service (LOS)	C
Access Point Density Adjustment (fA)	4.3		
<b>Direction 2 Bicycle LOS</b>			
Flow Rate in Outside Lane (VOL),veh/h	421	Effective Speed Factor (St)	3.84
Effective Width of Volume (W <sub>v</sub> ), ft	10	Bicycle LOS Score (BLOS)	5.09
Average Effective Width (W <sub>e</sub> ), ft	10	Bicycle Level of Service (LOS)	E







PROPOSED  
**ZONING  
CHANGE**  
CALL  
**673-6480**  
METROPOLITAN  
PLANNING  
COMMISSION



## APP-MPC-27214 - Zoning Map Amendment (Rezoning)

### Project Address Information:

Address: 856 Kings Highway  
City: Shreveport  
State: LA  
Zip: 71104

### Application Submittal Information:

Create Date: Nov 16 2021 2:26PM  
Sent Date: Nov 16 2021 2:26PM  
Approved Date: Nov 16 2021 3:29PM

### Contact Information:

#### Applicant:

Business Name: Lagunita Franchise Operations  
Name: Damon Dunn  
Address: 4785 Old Canton Rd., Ste 203, Jackson, MS 39211  
Email: damon@LFOPS.com  
Home Number:  
Mobile Number:  
Office Number:

#### Architect:

Business Name:  
Name:  
Address: , , LA  
Email:  
Home Number:  
Mobile Number:  
Office Number:

#### Business Owner:

Business Name:  
Name:  
Address: , , LA  
Email:  
Home Number:  
Mobile Number:  
Office Number:

#### Engineer:

Business Name: Forte and Tablada, Inc.  
Name: Desmond Sprawls  
Address: 920 Pierremont Rd., Suite 520, Shreveport, LA 71106  
Email: dsprawls@forteandtablada.com  
Home Number:  
Mobile Number:  
Office Number: (318) 798-3344

**Property Owner:**

Business Name: Kings Highway Christian Church  
Name: Dennis Wissing  
Address: 806 Kings Highway, Shreveport, LA 71104  
Email: dennis.wissing@lsus.edu  
Home Number:  
Mobile Number:  
Office Number:

**Application Questionnaire:****Zoning Map Amendment  
(Rezoning)**

Project Name	Dunkin Donuts
City or Parish Project	753
Existing Zoning	R-HU
Requested Zoning	C-2
Application Category	Planning Case - City
Application/Case Type	Zoning Map Amendment (Rezoning)

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING FEBRUARY 2, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, February 2, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on February 1 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Rudy Morton  
Gabriel Balderas  
Rachel Jackson  
Bill Robertson  
Harold Sater

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Manushka Desgage, City Attorney's Office  
Lenetta English, Zoning Compliance Coordinator

**Members Absent**

Chris Elberson, Secretary

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MR. ROBERTSON**.

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. JOSEPH, seconded by MR. MORTON, to approve the minutes of the January 5, 2022 public hearing as submitted.**

**The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, JOSEPH, MORTON, ROBERTSON, & SATER and Mes. JACKSON Nays: NONE. Absent: Messrs. ELBERSON**

**PUBLIC HEARING**

**CASE NO. 21-201-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN**

Applicant:	Lagunita Franchise Operations
Owner	KINGS HIGHWAY CHRISTIAN CHURCH
Location:	856 KINGS HWY (NE corner of Kings Hwy. and Thornhill Ave.)
Existing Zoning:	R-HU
Request	R-HU to C-1(SPUD)
Proposed Use:	Restaurant with Drive-through

**Representative &/or support:**

Damen Dunn 13313 55<sup>th</sup> Avenue NW, Gig Harbor, WA 98332  
LeVette Fuller 519 Kirby Place, Shreveport, LA 71106

Mr. Dunn explained that he incorporated every concern into his site plan that was raised during the neighborhood participation meeting and implemented a design standard that was sensitive to and compatible with the surrounding historic buildings, even

though the site is not in a historic district. He explained that he paid for a traffic impact study to ensure that there would not be a negative impact. Mr. Dunn stressed that he wants to be a good neighbor and community partner.

**A motion was made by MR. JOSEPH, seconded by MS. JACKSON to extend the time for the applicant to speak.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, ROBERTSON, & SATER and Meses. JACKSON Nays: NONE. Absent: Messrs. ELBERSON Messrs. BALDERAS vote was not recorded.**

Councilwoman Fuller stated that Mr. Dunn has been accommodating throughout this entire process.

**Opposition:**

Donald Sweeters 861 Columbia Street, Shreveport, LA 71104

Phillip Lattier 850 Rutherford Street, Shreveport, LA 71104

John Riggs 401 Edwards Street, Suite 1000, Shreveport, LA 71101

The opposition agreed that there are concerns about traffic coming in and out on Thornhill. Additionally, they expressed concerns of increased traffic due to the proximity to Saint Marks Episcopal Cathedral School.

**Rebuttal:**

Damen Dunn 13313 55th Avenue NW, Gig Harbor, WA 98332

Mr. Dunn explained that the traffic impact study revealed that there would not be any additional traffic generated in the area and the people who will go to the restaurant are those that are already presently on this road.

Mr. Robertson questioned the reports finding about additional traffic in the vicinity; Mr. Dunn explained that the restaurant is not classified as a destination retail such as a Walmart, Target, or other grocery store, rather they are a convenience business, meaning people already traveling on this road will be the ones coming to the restaurant. Mr. Robertson questioned if the report includes Saint Marks traffic; Mr. Dunn explained that it includes all traffic that comes in this area. Mr. Clarke explained that the Traffic Engineer with the City, Dr. Erlund, found that there would not be a negative impact to traffic.

Mr. Balderas expressed concerns about the traffic in the vicinity.

Mr. Joseph stated that he felt it made sense to locate the business here and understands that people will not go out of there way to go here. He explained that finds it difficult how the use will have any impact on the nearby school. Mr. Joseph stated that he is impressed with the proposal and does not feel an issue has been presented today.

Mr. Morton stated that there is an entrance on Kings Highway, which is contradictory to the concerns of the opposition alluding to there only being an entrance on Thornhill.

**A motion was made by MR. JOSEPH, seconded by MS. JACKSON to recommend this application for approval with the stipulation that a lighting and irrigation plan be approved by the Executive Director.**

**The motion was adopted by the following 6-0 vote: Ayes: Messrs. ANDREWS, JOSEPH, MORTON, ROBERTSON, & SATER and Meses. JACKSON Nays: NONE. Absent: Messrs. ELBERSON Messrs. BALDERAS vote was not recorded.**

**CC3825**

**NOTICE TO THE PUBLIC**

**Control #22026**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, February 2 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 and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 21-201-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN : 856 KINGS HWY.**  
Application by **LAGUNITA FRANCHISE OPERATIONS** for approval to rezone property located on the Northeast corner of Kings Hwy. and Thornhill Ave., from R-HU Highland Urban Conservation District to C-1(PUD) Neighborhood Commercial Planned Unit Development District, being more particularly described as LOTS 29 & 30, BLK. A, COLONIAL HILLS SUBN., SECTION 12, T17N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<p><b><u>TITLE</u></b>  <b>AN ORDINANCE DECLARING THE CITY’S INTEREST IN DECLARING CERTAIN LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN LAND TO VOLUNTEERS OF AMERICA OF NORTH LOUISIANA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO</b></p>	<p><b><u>DATE</u></b>  1/18/2022</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>  Department of Community Development</p> <p><b><u>CITY COUNCIL DISTRICT</u></b>  A</p> <p><b><u>SPONSOR</u></b></p>
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**PURPOSE**  
The City of Shreveport Department of Community Development is requesting authorization to surplus and donate certain property located in the Allendale-Lakeside neighborhoods to Volunteers of America for the purpose of developing affordable multigenerational housing.

**BACKGROUND INFORMATION**  
The Department of Community Development desires to donate certain property to Volunteers of America of North Louisiana for the purpose of developing the Antoine Park Place Community. The proposed community will provide for approximately 12 one-bedroom rental units and will primarily serve low to moderate income adults in the Allendale-Lakeside community. This development is intended to provide recreational programming, activities, amenities and other essential services to residents of this community.

Volunteers of America of North Louisiana has requested donation of this property to develop, manage and construct this project with the aim of aligning with the purposes and vision of Shreveport’s Choice Neighborhoods.

<p><b><u>TIMETABLE</u></b>  Introduction: January 25,2022  Final Passage: February 22, 2022</p>	<p><b><u>ATTACHMENT(S)</u></b>  Exhibit “A” Legal Descriptions and Property Map</p>
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**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.

<p><b><u>FINANCES</u></b>  N/A</p>	<p><b><u>SOURCE OF FUNDS</u></b>  N/A</p>
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**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,  
Department of Community Development  
Bureau Chief of Admin.

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

**AN ORDINANCE DECLARING THE CITY'S INTEREST IN DECLARING CERTAIN LAND AS SURPLUS, AND OUR INTENTION TO DONATE CERTAIN LAND TO VOLUNTEERS OF AMERICA OF NORTH LOUISIANA AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**WHEREAS**, the City of Shreveport, possesses and owns title to certain property identified as:

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

**WHEREAS**, the Volunteers of America of North Louisiana is a not-for-profit community-based development organization and satisfies the criteria as it relates to providing housing opportunities benefiting low and moderate income persons; and

**WHEREAS**, the donation must be used to provide permanent housing for low and moderate income families and seniors within one year after execution of this agreement, or for such longer period of time as determined to be appropriate by the City; and

**WHEREAS**, the said property is 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:

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

are 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 the aforementioned property to Volunteers of America of North Louisiana in its “as is” condition and without warranty of title or recourse whatsoever against the City of Shreveport, in accordance with all applicable state law, city ordinances, and deed restrictions.

**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 documents relative to the donation of the property to Volunteers of America, 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:**

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City Attorney's Office

**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 SHREVEPORT, (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." and;

**AND**

**VOLUNTEERS OF AMERICA OF NORTH LOUISIANA,** (EIN: \_\_\_\_\_), a private non-profit corporation authorized to do business in the State of Louisiana, whose mailing address is 360 Jordan Street, Shreveport, Louisiana 71101, herein represented by \_\_\_\_\_, its duly authorized \_\_\_\_\_ (hereinafter referred to as "Donee"),

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:

1. LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.
2. LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18
3. LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17
4. LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13
5. LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20
6. LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21
7. S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37

**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, 2 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, sublease 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, family, or senior 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 six (6) months, after completion of construction to sell the property to a qualified individual or entity. Donee shall provide Donor with an annual report no later than December 31st 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 \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**VOLUNTEERS OF AMERICA  
OF NORTH LOUISIANA**

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

\_\_\_\_\_  
**Print:** \_\_\_\_\_

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

Property Owner	Physical Address	Legal Description	Type	Lots	Acreage	Land Value	Bldg Value	Total Value
City of Shreveport	1642 POLAND ST	LOTS 3 & 4, BLK. 1, WYCHE & STINSON SUBN. & 1/2 ABAND. ALLEY ADJ. LOT 3, 181435-104-16.	(RV) Res. Vacant	2.00	0.1595	\$6,715.00	\$0.00	\$6,715.00
City of Shreveport	1618 POLAND ST	LOTS 5 & 6, BLK. 1, WYCHE & STINSON SUBN., 181435-104-18	(RV) Res. Vacant	2.00	0.1518	\$6,320.00	\$0.00	\$6,320.00
City of Shreveport	70788 NONE	LOTS 7 THRU 12, BLK. 1, WYCHE & STINSON SUBN., 181435-104-17.	(RV) Res. Vacant	6.00	0.4466	\$18,960.00	\$0.00	\$18,960.00
City of Shreveport	1652 POLAND ST	LOT 13, BLK 1, WYCHE & STINSON SUB 181435-104-13	(RV) Res. Vacant	1.00	0.0729	\$3,160.00	\$0.00	\$3,160.00
City of Shreveport	1641 POLAND ST	LOT 20, BLK 4, ALLENDALE HTS SUB., 181435-108-20	(RV) Res. Vacant	1.00	0.1133	\$3,960.00	\$0.00	\$3,960.00
City of Shreveport	0 Poland	LOT 21, BLK 4, ALLENDALE HEIGHTS SUB. 181435-108-21	(RV) Res. Vacant	1.00	0.1128	\$3,960.00	\$0.00	\$3,960.00
City of Shreveport	808 PIERRE AVE	S. 80 FT OF LOTS 28, 29 & 30, BLK 4, ALLENDALE HTS. SUB., 181435-108-37	(RV) Res. Vacant	2.00	0.2199	\$7,920.00	\$0.00	\$7,920.00



<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPT./DIV. COMMUNITY DEVELOPMENT SPONSOR OR COUNCIL MEMBER</b>
<b>AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO</b>	02/01/2022	

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**PURPOSE**

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

**All**

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**BACKGROUND INFORMATION**

This ordinance appropriates monies allocated to Community Development under the Department of Interior National Park Service for the completion of the Civil Rights Museum.

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**TIMETABLE**

Introduction: **February 8, 2022**  
Final Passage: **February 22, 2022**

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**SPECIAL PROCEDURAL REQUIREMENTS**

None

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**FINANCES****SOURCE OF FUNDS**

| Department of Interior National Park Service

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**CONCLUSION**

Approval of this ordinance is recommended.

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**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):**

<u>Fiscal Year 2021 Funds:</u>	
Establish- Dept of Interior National Parks Svc	978,600.00
Grand Total	\$ 978,600.00

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

<u>Fiscal Year 2021 Funds:</u>	
Establish- Dept of Interior National Parks Svc	
Housing & Business Dev Admin – DINP18	\$ 978,600.00
Grand Total	\$ 978,600.00

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

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	2/1/22	AIRPORTS SPONSOR OR COUNCIL MEMBER

#### PURPOSE

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

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

#### BACKGROUND INFORMATION

An Ordinance amending the 2022 Airport Capital Improvements Fund Budget for the following projects at the Shreveport Regional and Downtown Airports:

I. Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport)** Appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves. PROJECT SCOPE: Facilitate planning and environmental requirements for the terminal and concourse redevelopment.

II. Establish a project entitled **Pavement Management Program Regional Airport.** Appropriating \$275,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division. PROJECT SCOPE: Establish a management program for airfield pavement inspections pursuant to FAA A/C 150/380-7B.

III. Provide additional funding for a project entitled **Fillets Construction & Improvements Regional Airport Regional Airport (H21002).** This project was established by Ordinance No. 136 of 2020. This amendment appropriates an additional \$200,000.00 due to added design requirements. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

IV. Provide additional funding for a project entitled **Security Fencing Upgrade-Downtown Airport (H17008).** This project was established by Ordinance No. 100 of 2016. This amendment appropriates an additional \$30,000.00 to support Phase 2 of this project. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

V. Provide additional funding for a project entitled **Downtown Airport Action Plan Update (H20007).** This project was established by Ordinance No. 140 of 2019. This amendment appropriates an additional \$50,000.00 for added planning and mapping requirements. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

#### TIMETABLE

Introduction: **February 8, 2022**

Final Passage: **February 22, 2022**

#### SPECIAL PROCEDURAL REQUIREMENTS

None

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**FINANCES****SOURCE OF FUNDS**

Terminal Program (Implementation/Environmental)  
SHV \$1,000,000.00

Pavement Management Program SHV \$275,000.00

Fillets Construction & Improvements SHV  
(H21002) \$200,000.00

Security Fencing Upgrade DTN (H17008)  
\$30,000.00

Action Plan Update DTN (H20007) \$50,000.00

FEDERAL AVIATION ADMINISTRATION,  
LOUISIANA DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT  
AND AIRPORT OPERATING RESERVES

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**CONCLUSION**

The Shreveport Airport Authority recommends approval of this ordinance.

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**FACT SHEET PREPARED BY:** Nelda Garza, Confidential Secretary

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

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

BY: COUNCILMEMBER

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

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

**In Program H (Airports Projects):**

Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport)** appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves.

Establish a project entitled **Pavement Management Program Regional Airport** appropriating \$275,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Fillets Construction & Improvements Regional Airport Regional Airport (H21002)** by \$200,000.00. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Security Fencing Upgrade-Downtown Airport (H17008)** by \$30,000.00. Funding source is 100% from the Louisiana Department of Transportation and Development Aviation Division.

Increase the appropriation for **Downtown Airport Action Plan Update (H20007)** by \$50,000.00. Funding source is 90% from the Federal Aviation Administration and 10% from the Louisiana Department of Transportation and Development Aviation Division.

Adjust totals and subtotals accordingly.

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

**ORDINANCE AND RESOLUTION FACT SHEET**

City of Shreveport

TITLE	DATE	ORIGINATING DEPT./DIV.
AN ORDINANCE AMENDING THE 2022 AIRPORT ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	2/8/2022	AIRPORTS
		SPONSOR
		SAME

**PURPOSE**

An Ordinance amending the 2022 Enterprise Fund Budget and to otherwise provide with respect thereto. This Ordinance or Resolution will have direct impact on Council District: **None**

**BACKGROUND INFORMATION**

The Operating Reserves portion of the Airport Enterprise Fund budget is comprised of several reserved or restricted accounts. The Shreveport Airport Authority requests approval to amend the 2022 Airport Enterprise Fund Budget in order to reallocate funds needed for the following project at the Shreveport Regional Airport:

1. Establish a project entitled **Terminal Program (Implementation/Environmental Regional Airport** Appropriating \$1,000,000.00. Funding source is 100% from the Airport Operating Reserves. PROJECT SCOPE: Facilitate planning and environmental requirements for the terminal and concourse redevelopment.

**TIMETABLE**

Introduction: **February 8, 2022**  
 Final Passage: **February 22, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES****SOURCE OF FUNDS**

Terminal Program (Implementation/Environmental Regional Airport \$1,000,000.00	AIRPORT OPERATING RESERVES
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**CONCLUSION**

The Shreveport Airport Authority recommends approval of this ordinance.

**FACT SHEET PREPARED BY:** Nelda Garza, Confidential Secretary

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

**AN ORDINANCE AMENDING THE 2022 AIRPORT ENTERPRISE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

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

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, in legal session convened, that Ordinance No. 221 of 2021, the 2022 Enterprise Fund Budget, be amended and re-enacted as follows:

**Section 2 – (Appropriations)**

**Decrease Operating Reserve by \$1,000,000.00**

**Increase Transfer to Capital: \$1,000,000.00**

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance No. 221 of 2021, as amended, shall remain unchanged and in full force and effect.

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

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

<b><u>TITLE</u></b> An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	<b><u>DATE</u></b> January 31, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> Public Works <b><u>COUNCIL DISTRICT</u></b> All <b><u>SPONSOR</u></b> Public Works/Engineering
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**PURPOSE**  
To increase funds to the City of Shreveport’s Capital Improvements Program C, establishing a project titled 2022 Roadway and Drainage Capital Improvements.

**BACKGROUND INFORMATION**  
The City of Shreveport has sufficient funding in the Street Special Revenue Fund to proceed with capital improvement projects along with other operational activities. Therefore, a design engineer needs to be hired to put together contract documents for roadway projects. This ordinance will fund the services of the design engineer and associated professional services. Once a project has been identified and a budget is established, a separate budget amendment will be proposed to fund the construction. When applicable, City staff and the design engineer will use the recently collected Pavement Condition Index (PCI) to prioritize work locations. Additionally, the federal infrastructure bill has many upcoming funding opportunities for infrastructure projects. The City needs to have a design professional in place in order to meet deadlines for application submittals and develop “shovel ready” projects.

<b><u>TIMETABLE</u></b> Introduction: February 8, 2022 Final Passage: February 22, 2022	<b><u>ATTACHMENT(S)</u></b> N/A
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**SPECIAL PROCEDURAL REQUIREMENTS**  
None

<b><u>FINANCE</u></b> S Budget Amendment:  \$1,000,000.00 INCREASE to New Project Program C.	<b><u>SOURCE OF FUNDS</u></b>  Streets Special revenue Fund
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**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.

<b><u>FACT SHEET PREPARED BY:</u></b> Stephen Terese, Public Works Engineering
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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 increase transfer to Capital Program C (Street Improvements), 2022 Roadway and Drainage Capital Improvements by \$1,000,000.

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:**

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City Attorney's Office

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

<b><u>TITLE</u></b>	<b><u>DATE</u></b>	<b><u>ORIGINATING DEPARTMENT</u></b>
An ordinance amending the City of Shreveport, Louisiana, 2022 Streets Special Revenue Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	January 11, 2022	Department of Public Works, Engineering Division
		<b><u>CITY COUNCIL DISTRICT</u></b>
		All
		<b><u>SPONSOR</u></b>

**PURPOSE**

To fund professional services for roadway and drainage projects.

**BACKGROUND INFORMATION**

Ordinance 170 of 2021 adopted the 2022 Streets Special Revenue Fund Budget.

The City of Shreveport has sufficient funding in the Street Special Revenue Fund to proceed with capital improvement projects along with other operational activities. Therefore, a design engineer needs to be hired to put together contract documents for roadway projects. This ordinance will fund the services of the design engineer and associated professional services. Once a project has been identified and a budget is established, a separate budget amendment will be proposed to fund the construction. When applicable, City staff and the design engineer will use the recently collected Pavement Condition Index (PCI) to prioritize work locations. Additionally, the federal infrastructure bill has many upcoming funding opportunities for infrastructure projects. The City needs to have a design professional in place in order to meet deadlines for application submittals and develop “shovel ready” projects.

**TIMETABLE**

Introduction: February 8, 2022  
Final Passage: February 22, 2022

**ATTACHMENTS**

NA

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

Decrease Operating Reserves by \$1,000,000.00.  
Establish increase transfer to capital by \$1,000,000.00 (Program C)

**SOURCE OF FUNDS**

Streets Special Revenue Fund

**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  
Department of Public Works  
Engineering

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

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

**BY COUNCILMEMBER:**

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

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

**In Section 2 (Appropriations)**

Decrease Operating Reserves by \$1,000,000.00.

Establish increase transfer to capital (Program C) by \$1,000,000.00

BE IT FURTHER ORDAINED that the remainder of Ordinance 170 of 2021, as amended, shall remain unchanged and in full force and effect.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office



<b>ORDINANCE AND RESOLUTION FACT SHEET</b>	<b>CITY OF SHREVEPORT</b>	
<b>TITLE</b>  AN ORDINANCE CLOSING AND ABANDONING A SIDEWALK DEDICATION IN THE CORA SNOWDEN SUBDIVISION, IN SECTION 21 (T17N-R14W), AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:	<b>DATE</b>  1/25/22	<b>ORIGINATING DEPT./DIV.</b>  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 10' wide sidewalk dedication in the Cora Snowden Subdivision.

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

**BACKGROUND INFORMATION**

The Office of the City Engineer has received a request from Ms. Angela Parks and Mr. Raymond E. Lynch to close and abandon a 10' wide sidewalk dedication from Adrian Street to Pixley Drive (Snowden Drive). They are the owners of all the adjacent property. On April 14, 1954, the Cora Snowden Subdivision was filed and recorded under Instrument No. 69611 in the Conveyance Records of Caddo Parish, Louisiana. This subdivision dedicated to the public the 10' wide sidewalk area which they are requesting to be closed and abandoned. Ms. Parks owns property on both sides of this dedication and is wanting to combine her properties. The Metropolitan Planning Commission approved this closure on November 3, 2021.

**TIMETABLE**

It is requested that the City Council consider this ordinance at its February 22, 2022 meeting.

Introduction: February 8, 2022  
 Final Passage: February 22, 2022

**SPECIAL PROCEDURE REQUIREMENTS**

<b>FINANCES</b>	<b>SOURCE OF FUNDS</b>
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 SIDEWALK DEDICATION  
IN THE CORA SNOWDEN SUBDIVISION, IN SECTION 21 (T17N-R14W), AND TO  
OTHERWISE PROVIDE WITH RESPECT THERETO:**

**BY COUNCIL PERSON:**

**WHEREAS**, on April 14, 1954, the Cora Snowden Subdivision was filed and recorded under Instrument No. 69611 of the Conveyance Records of Caddo Parish, Louisiana; and

**WHEREAS**, on this plat a 10' wide strip of land was dedicated as a public "cross walk" between Adrian Street and Pixley Street (Snowden Street) to facilitate pedestrian access the local school; and

**WHEREAS**, the City of Shreveport has received a request from Ms. Angela Parks and Mr. Raymond Lynch, the adjacent property owners, to close and abandon the cross walk dedication between Lots 168, 169, 184, and 185, since the area is no longer being used; and

**WHEREAS**, the Metropolitan Planning Commission approved this closure and abandonment at their meeting on November 3, 2021; 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 10.0-wide “cross walk” dedication between Lots 168, 169, 184, & 185 in the Cora Snowden Subdivision, as shown and indicated on the plat attached hereto and made a part hereof, is 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 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.

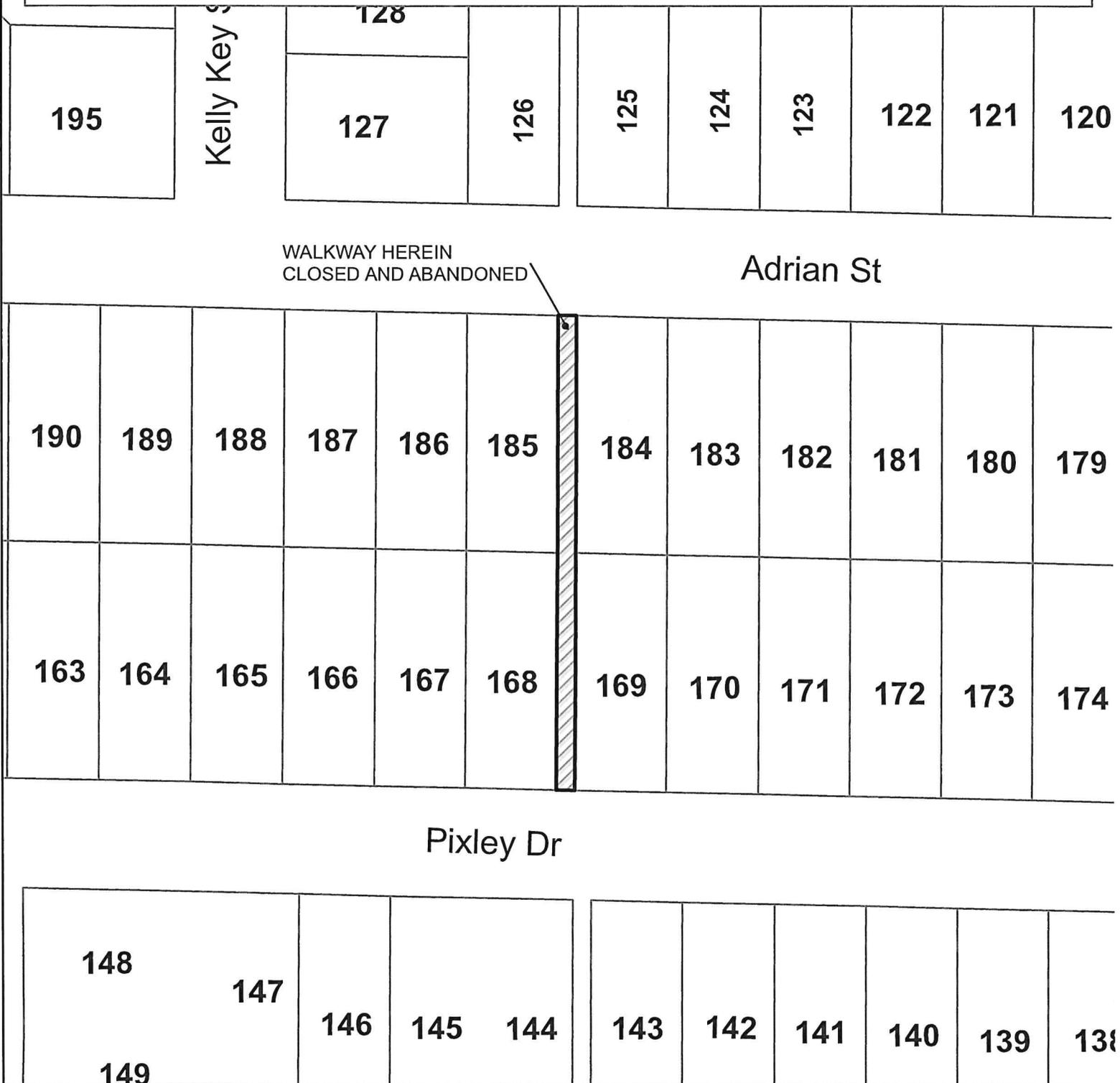
**BE IT FURTHER ORDAINED**, that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

PLAT SHOWING CLOSURE AND ABANDONMENT OF THE DEDICATED WALKWAY,  
 LOCATED IN THE CORA SNOWDEN SUBDIVISION, CITY OF SHREVEPORT, SECTION  
 21 (T17N-R14W), CADDO PARISH, LOUISIANA.



APPROVED:

\_\_\_\_\_  
 METROPOLITAN PLANNING COMMISSION

\_\_\_\_\_  
 PROPERTY MANAGEMENT SECTION

WALKWAY DEDICATED IN  
 CORA SNOWDEN SUBDIVISION,  
 RECORDED APRIL 14, 1954  
 IN BOOK 650, PAGE 567



SCALE: 1" = 75'  
 SEPTEMBER, 2021

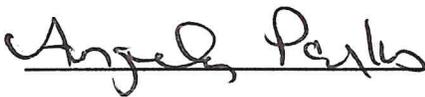
September 16, 2021

To: The City Of Shreveport

I Angela Parks mailing address 3941 Adrian Street. I'm the owner of lots 3942 Pixley Drive, Lot 168, Cora Snowden Sub, 171421-22-168, Lot 184, 171421-22-184, Lot 185, 171421-22-185. I am asking the city to abandon the alley/trail that's running down my property line due to the public walking through, violence, trash, and drug activity.

I Raymond Lynch mailing address 3299 Mount Bethel Rd. Keithville, La. 71047. I'm the owner of 3938 Pixley Drive, Shreveport, La. 71109 Lot#169 Cora Snowden SUB. 171421-22-169, . I am asking the city to abandon the alley/trail that's running down my property line due to the public walking through, violence, trash, and drug activity.

Angela Parks

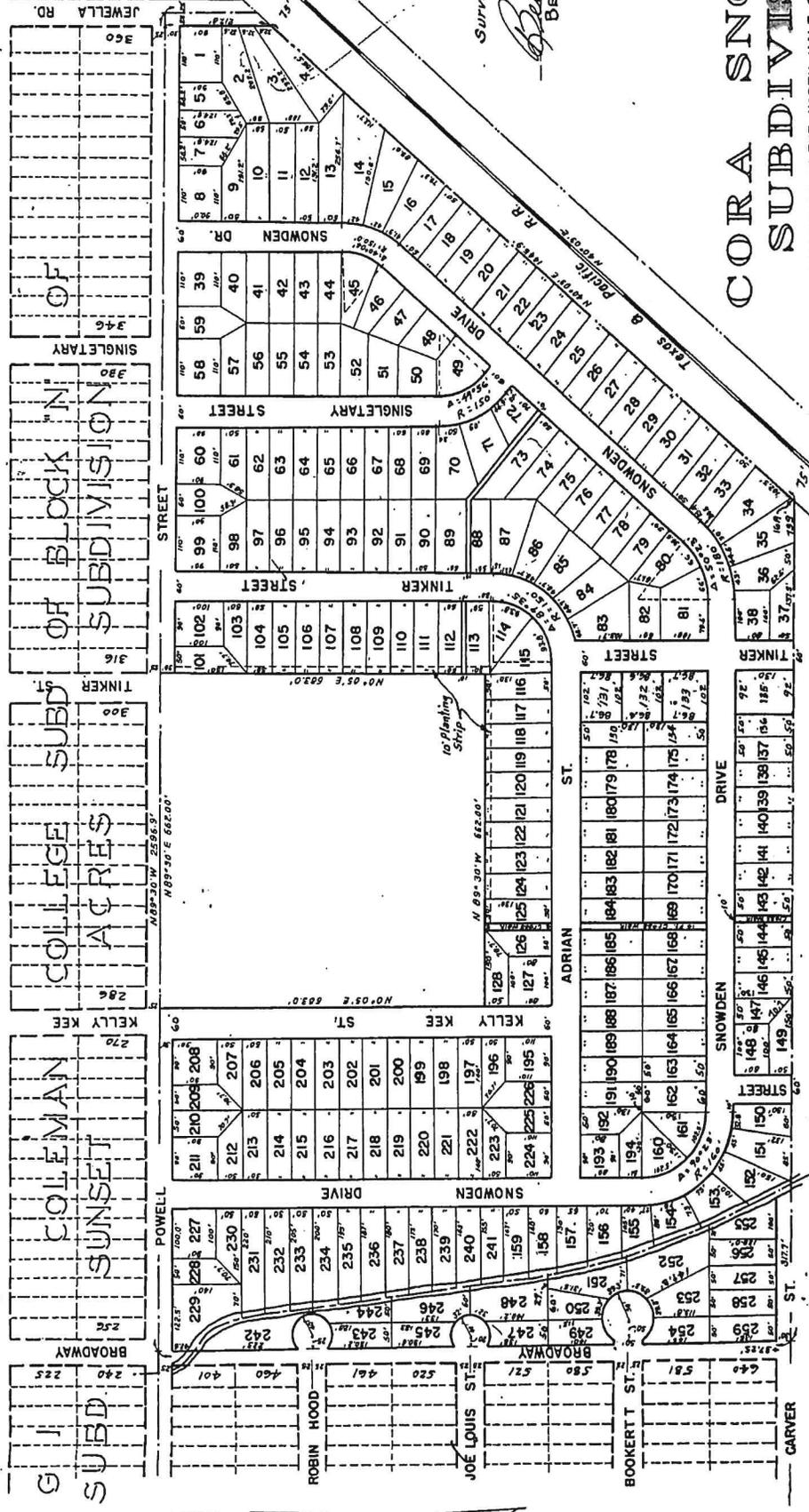
 \_\_\_\_\_

Raymond Lynch

 \_\_\_\_\_

  
WARREN E. BRYANT  
NOTARY PUBLIC ID# 1712  
OF CADDO  
MY COMMISSION IS FOR LIFE  
3730 CLEVELAND AVE.  
SHREVEPORT, LA 71109

COLEMAN ANNEX  
COLLEGE ANNEX



FILED & RECORDED  
CADD PARISH LA.  
DEPUTY CLERK & RECORDER  
Ben E. Ramsey - Reg. Prof.  
Surveyed Dec. 1933 by  
Ben E. Ramsey

# CORA SNOWDEN SUBDIVISION

A SUBDIVISION IN THE NORTH HALF OF THE SOUTH HALF  
OF THE NE QUARTER OF SECTION 21, T17N, R14W, CADD  
PARISH, LOUISIANA.  
Scale 1" = 200'

We the Undersigned owners do hereby Dedicate for Public Use  
the Streets as Shown hereon and a 5' Easement across the  
rear of all Lots is hereby Granted.  
W. Carthage - Edward Samby - Frank Snowden -  
Estella S. Cheatham - A. R. Snowden - Lillian S. Collins  
Theresa S. Collins - Emma X Banks

Approved as to Streets & Lot Layout

Joel A. Taylor  
City Planning Commission  
Lee Abramson  
Parish Engineer

Approved as to Street Names.

Arthur L. Layton  
acting Postmaster  
By: G. E. Teardick

60-567

## STAFF REPORT – CITY OF SHREVEPORT

NOVEMBER 3, 2021

**AGENDA ITEM NUMBER: 6**  
**MPC Staff Member: Emily Trant**  
**City Council District: F/James Green**  
**Parish Commission District: 7/Gage-Watts**

**CASE NUMBER 21-3-CAC: CLOSURE & ABANDONMENT**

**APPLICANT:** CITY OF SHREVEPORT ENGINEERING  
**OWNER:** City of Shreveport  
**LOCATION:** Unnamed Dedication (between Adrian St. and Pixley Dr., approx. 506' west of Rufus Drive.)  
**EXISTING ZONING:** N/A  
**REQUEST:** Closure and abandonment  
**PROPOSED USE:** Single Family Residential

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**DESCRIPTION:** The applicant is requesting the closure and abandonment of an unnamed and undeveloped public dedication that is approximately 260-foot-long and 10' wide. The dedication is located in the Cora Snowden Subdivision, between lots 168, 169, 184 and 185. The application was submitted by the City of Shreveport Office of Property Management per the request of the property owner who owns three of the four lots that abut the dedication.

The dedication is surrounded by the R-1-5, Single Family Residential.

There are no nearby relevant cases.

Nearby neighborhoods include: Airport, Cargill Park, Garden Valley, Mooretown, Sunset Acres, Werner Park.

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**REMARKS:** The property owner has requested the closure and abandonment to better secure her properties. Upon visiting the site, MPC staff concluded that the unnamed dedication is undeveloped, and the closure and abandonment of this dedication will not deny access to any property owners in the vicinity or disrupt the flow of traffic.

The City of Shreveport Department of Engineering expressed no objection to this request.

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**STAFF ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that: Closure and abandonment of the subject portion of the unnamed dedication is warranted.

Alternatively, based on the information provided at the public hearing, the Board may recommend denial of this closure and abandonment.

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## STAFF REPORT – CITY OF SHREVEPORT

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**PUBLIC ASSESSMENT:** There was no opposition present.

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**MPC BOARD  
RECOMMENDATION:** The Board voted 7-0 to approve this application.

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TITLE	DATE	ORIGINATING DEPT./DIV. SPONSOR OR COUNCIL MEMBER
<p>A series Ordinance pursuant to the General Bond Ordinance, as defined herein, authorizing the issuance of taxable Water and Sewer revenue refunding bonds, series 2022 in a total principal amount not to exceed one hundred ninety million dollars (\$190,000,000) of the City of Shreveport, State of Louisiana; establishing certain details of such bonds as required by the General Bond Ordinance; approving and confirming the sale of such bonds; pledging the net revenues to secure such bonds; prescribing the form, certain terms and conditions of said bonds; authorizing the use of a preliminary official statement and the preparation and distribution of an official statement; authorizing the purchase of and subscription for certain escrowed securities; authorizing escrow verification and engagement of escrow agents; and authorizing execution and delivery of a paying agent/registrar agreement; and providing for other matters in connection therewith.</p>	<p>2/3/22</p>	<p>Finance/Administration</p>

**PURPOSE**

To explore opportunities that will result in savings to the city and/or the Citizens through current or advanced refunding or any Water and Sewer revenue bonds or refunding bonds of the City

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

**BACKGROUND INFORMATION**

Due to the market of low interest rates, the City is seeking debt service savings in connection with series 2014B, series 2014C and series 2015 Water & Sewer bonds relative to the City of Shreveport.

**TIMETABLE**

Introduction: **February 8, 2022**

Final Passage: **February 22, 2022**

**SPECIAL PROCEDURAL REQUIREMENTS**

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**FINANCES**

**SOURCE OF FUNDS**

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**CONCLUSION**

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**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**CITY OF SHREVEPORT, STATE OF LOUISIANA**

**First Reading: \_\_\_\_\_, 2022**

**Second Reading & Adoption: \_\_\_\_\_, 2022**

**ORDINANCE NO. \_\_ of 2022**

**SERIES ORDINANCE NO. \_\_ UNDER  
GENERAL BOND ORDINANCE**

**A SERIES ORDINANCE PURSUANT TO THE GENERAL BOND ORDINANCE, AS DEFINED HEREIN, AUTHORIZING THE ISSUANCE OF TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022 IN A TOTAL PRINCIPAL AMOUNT NOT TO EXCEED ONE HUNDRED NINETY MILLION DOLLARS (\$190,000,000) OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA; ESTABLISHING CERTAIN DETAILS OF SUCH BONDS AS REQUIRED BY THE GENERAL BOND ORDINANCE; APPROVING AND CONFIRMING THE SALE OF SUCH BONDS; PLEDGING THE NET REVENUES TO SECURE SUCH BONDS; PRESCRIBING THE FORM, CERTAIN TERMS AND CONDITIONS OF SAID BONDS; AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AUTHORIZING THE PURCHASE OF AND SUBSCRIPTION FOR CERTAIN ESCROWED SECURITIES; AUTHORIZING ESCROW VERIFICATION AND ENGAGEMENT OF ESCROW AGENTS; AND AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**BY: COUNCILMEMBER \_\_\_\_\_.**

**WHEREAS**, the City of Shreveport, State of Louisiana (the “City” or “Issuer”) now owns and operates a combined drinking water treatment and distribution system and wastewater collection, treatment, and disposal system as a combined revenue-producing work of public improvement (the “System”); and

**WHEREAS**, the City Council of the City, acting as the governing authority (the “Governing Authority”) of the City adopted Ordinance No. 95 of 2016 on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted on January 24, 2017 and as heretofore amended (collectively, the “General Bond Ordinance”), authorizing the issuance from time to time of Water and Sewer Revenue Refunding Bonds of the Issuer and the pledge of revenues derived from the operation of the System, subject only to the payment of the reasonable and necessary expenses of operating and maintaining the System (as such term is defined in the General Bond Ordinance, the “Net Revenues”) under the terms and conditions set forth in the General Bond Ordinance (unless otherwise defined herein, capitalized words and terms used herein shall have the meanings given to them in the General Bond Ordinance); and

**WHEREAS**, the Issuer currently has outstanding the following series of Senior Lien Bonds outstanding under the terms of the General Bond Ordinance (such bonds, referred to herein as “**Outstanding Senior Lien Bonds**”):

(i) Taxable Water and Sewer Revenue Bonds, Series 2009A, currently outstanding in the principal amount of \$509,000;

(ii) Water and Sewer Revenue Bonds, Taxable Series 2009B, currently outstanding in the principal amount of \$4,478,302;

(iii) Taxable Utility Revenue Bonds, Series 2010D, currently outstanding in the principal amount of \$6,008,000;

(iv) Taxable Utility Revenue Bonds (LDEQ Series Project) Series 2013, currently outstanding in the principal amount of \$3,357,000;

(v) Water and Sewer Refunding Bonds, Series 2014A, currently outstanding in the principal amount of \$28,765,000;

(vi) Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “**Series 2014B Bonds**”);

(vii) Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “**Series 2014C Bonds**”);

(viii) Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “**Series 2015 Bonds**”);

(ix) Taxable Water and Sewer Revenue Bonds, Series 2016A, currently outstanding in the principal amount of \$16,297,000;

(x) Water and Sewer Revenue Bonds, Series 2016B, currently outstanding in the principal amount of \$100,000,000;

(xi) Water and Sewer Revenue Bonds, Series 2017A, currently outstanding in the principal amount of \$54,475,000;

(xii) Water and Sewer Revenue Bonds, Series 2017C, currently outstanding in the principal amount of \$34,510,000;

(xiii) Taxable Water and Sewer Revenue Bonds, Series 2018A, currently outstanding in the principal amount of \$18,166,000;

(xiv) Water and Sewer Revenue Bonds, Series 2020A currently outstanding in the principal amount of \$12,620,000; and

(xv) Water and Sewer Revenue Bonds, Series 2020B, currently outstanding in the principal amount of \$9,415,000.

**WHEREAS**, the Issuer currently has outstanding the following series of Junior Lien Bonds outstanding under the terms of the General Bond Ordinance (such bonds, referred to herein as “**Outstanding Junior Lien Bonds**” and together with the Outstanding Senior Lien Bonds, the “**Outstanding Prior Lien Bonds**”):

(i) Taxable Utility Revenue Bonds, Series 2013, currently outstanding in the principal amount of \$368,400;

(ii) Taxable Water and Sewer Revenue Bonds, Junior Lien Series 2016C, currently outstanding in the principal amount of \$2,560,000;

(iii) Water and Sewer Revenue Bonds, Junior Lien Series 2017B, currently outstanding in the principal amount of \$35,140,000;

(iv) Water and Sewer Revenue Bonds, Junior Lien Series 2018C, currently outstanding in the principal amount of \$99,325,000;

(v) Water and Sewer Revenue Bonds, Series 2019B, currently outstanding in the principal amount of \$100,000,000; and

(vi) Taxable Water & Sewer Revenue Refunding Bonds, Series 2020C, currently outstanding in the principal amount of \$5,415,000.

**WHEREAS**, pursuant to and under the authority of Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (the “**Refunding Act**”), and other constitutional and statutory authority and the General Bond Ordinance, it is the desire of this Governing Authority to provide for the issuance of Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, as Senior Lien Bonds in a total principal amount not to exceed One Hundred Ninety Million Dollars (\$190,000,000) (the “**Bonds**”); and

**WHEREAS**, the Bonds are being issued by the Issuer, for the purposes of (i) refunding certain maturities of the Series 2014B Bonds, the Series 2014C Bonds, and/or the Series 2015 Bonds (collectively, the “**Refunded Bonds**”), (ii) funding a debt service reserve fund via purchasing a reserve fund surety, if necessary and (iii) paying the costs of issuance of the Bonds, including, if applicable, the premium for the municipal bond insurance policy, if necessary, for the Bonds (collectively, the “**Refunding**”); and

**WHEREAS**, the Outstanding Senior Lien Bonds are payable from a pledge and dedication of the Net Revenues which the Issuer has in sufficient quantity to pay the Bonds proposed to be issued by this Series 2022 Supplemental Ordinance (as defined herein), in accordance with their proposed terms and conditions as well as pay all other outstanding obligations which are secured by a pledge of the Net Revenues, in accordance with their respective terms and conditions;

**WHEREAS**, the Issuer desires to adopt this Series Ordinance (the “**Series 2022 Supplemental Ordinance**” and together with the General Bond Ordinance, the “**Bond Ordinance**”), to establish the details with respect to the issuance, sale and delivery of the aforesaid series of Bonds in accordance with Section 2.05 of the General Bond Ordinance, to authorize the issuance of the Bonds and to approve certain the taking of certain actions and to authorize and direct the execution and delivery of certain documents relating to the authorization and issuance thereof, in the manner provided by the Bond Ordinance.

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

**SECTION 1. Definitions.** In addition to capitalized words and terms elsewhere defined herein and in the General Bond Ordinance, the following words and terms shall have the following meaning as used in this Series 2022 Supplemental Ordinance, unless some other meaning is plainly intended:

“**Bonds**” shall mean the Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, authorized to be issued as Senior Lien Bonds by this Series Ordinance and particularly by Section 2 hereof, in substantially the form attached hereto as **Exhibit A**.

“**Bond Counsel**” shall mean, Washington & Wells, LLC, Shreveport, Louisiana.

“**Bond Purchase Agreement**” shall mean, the Bond Purchase Agreement between the Issuer and the Underwriters providing for the sale of the Bonds, in substantially the form attached hereto as **Exhibit B** which shall include the Mayor’s approval of final maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein.

“**Co-Underwriter’s Counsel**” shall mean Joshua K. Williams, Attorney at Law LLC, Shreveport, Louisiana and Kutak Rock, LLP, Philadelphia, Pennsylvania.

“**Escrow Agent**” shall mean, initially, Regions Bank, an Alabama state trust company having a corporate office in Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to this Series 2022 Supplemental Ordinance.

“**Escrow Agreement**” shall mean the Escrow Deposit Agreements dated as of the date of delivery of the Bonds, between the Issuer and the Escrow Agent, substantially in the form attached hereto as **Exhibit C**, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

“**Paying Agent**” shall mean Regions Bank, an Alabama state banking corporation having a corporate office located in Baton Rouge, Louisiana, and its successors in that capacity.

“**Purchasers**” or “**Underwriters**” shall mean collectively, Crews & Associates, Inc., Rice Financial Products Company and Frazer Lanier.

**SECTION 2. Authorization of the Bonds; Authority and Direction to Execute and Deliver Transaction Documents.** In compliance with and under the authority of Refunding Act, as well as Section 1.05 of the General Bond Ordinance, the details of the Bonds shall be as follows:

- (a) (i) Senior Lien Bonds. There is hereby authorized the incurring of an indebtedness for, on behalf of and in the name of the Issuer, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of Senior Lien Bonds to be designated “Taxable Water and Sewer Revenue Refunding Bonds, Series 2022, of the City of Shreveport, State of Louisiana” (the “**Bonds**”). The Bonds shall be dated the date of delivery thereof.
- (ii) The stated principal amounts of the Bonds shall be determined and approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer's Municipal Advisor, provided that the combined stated principal amount of the Bonds shall not exceed One Hundred Ninety Million Dollars (\$190,000,000).
- (iii) The Refunded Bonds shall be determined and approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer’s Municipal Advisor.
- (b) The Bonds shall be Fixed Rate Bonds and shall bear interest at fixed rates not to exceed five percent (5%) per annum as shall be approved by the Mayor in the Bond Purchase Agreement with the advice of the Issuer’s Municipal Advisor, payable semi-annually on June 1 and December 1 of each year, commencing as set forth in the Bond Purchase Agreement.
- (c) The Bonds shall mature on December 1 as set forth in the Bond Purchase Agreement (but not later than December 1, 2040), in such amounts as shall be approved by the Mayor in the Bond Purchase Agreement.
- (d) The principal and interest of the Bonds shall be payable in the manner set forth in Section 3.08 of the General Bond Ordinance; interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and payable on each Interest Payment Date.
- (e) The Bonds shall be subject to optional and mandatory sinking fund redemptions in such manner and upon the terms as may be approved by the Mayor in the Bond Purchase Agreement with the advice of the City’s Municipal Advisor.
- (f) The Bonds shall be in substantially the forms attached to this Series 2022 Supplemental Ordinance as Exhibit A, with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel.

The Bonds in each series shall be numbered from 2022AR-1, upwards; the Bonds shall be initially registered to the Depository Trust Company or its nominee in accordance with Section 3.09 of the General Bond Ordinance, and the provisions of Section 3.09 of the General Bond Ordinance shall be applicable to the Bonds.

- (g)
  - (i) The initial Paying Agent for the Bonds shall be Regions Bank, in the City of Baton Rouge, Louisiana;
  - (ii) Verification Agent for the Refunding shall be Robert Thomas CPA, LLC in the City of Overland Park, Kansas; and
- (h) Pursuant to La. R.S. 39:1426(B), the Issuer has determined to sell the Bonds at a private sale without the necessity of publishing any notice of sale. The sale of the Bonds to the Purchasers at a price of not less than 97% of par, plus accrued interest is hereby confirmed. The terms and conditions of said sale, within the parameters set forth in this Section, are hereby approved and the Mayor is authorized, empowered and directed to enter into the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit B**, with such necessary changes as may be approved by the Mayor upon the advice of the City Attorney and Bond Counsel, and to approve the final purchase price, maturity schedule, principal amounts, redemption provisions and interest rate(s) of the Bonds within the parameters set forth herein. The Bonds shall be delivered to or upon the direction of the Purchasers or its agents or assigns, upon receipt by the Issuer of the agreed purchase price. The Issuer hereby ratifies, confirms and approves the form and content, and the distribution, of the Preliminary Official Statement pertaining to the Bonds submitted to this Governing Authority. The Governing Authority further authorizes and directs the Executive Officers or any one of them to execute and deliver a Final Official Statement to the Purchasers for use in connection with the sale of the Bonds.
- (i) Pursuant to Section 6.01(c) of the General Bond Ordinance, the Issuer shall establish a “Senior Series 2022 Reserve Account” in the Senior Reserve Fund, which shall secure only the Bonds, and shall deposit to such account upon the delivery of the Bonds, an amount equal to the highest annual principal and interest requirement of the Bonds in any future Bond Year unless a lesser amount is approved by the Mayor in the Bond Purchase Agreement, either as a cash deposit from the proceeds of the Bonds or in the form of a Reserve Fund Surety Bond or Policy as permitted by Section 6.03 of the General Bond Ordinance.
- (j) The Bonds issued this Series 2022 Supplemental Ordinance shall be issued for the purpose of refunding the Refunded Bonds, with a portion of the proceeds of the

Bonds, together with other available moneys of the Issuer, in Government Securities plus an initial cash deposit shall be deposited in an escrow account for each respective series, in accordance with the terms of the Escrow Agreement, for each respective series, in order to provide for the payment of the principal of, premium, if any, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 2(k) hereof, and for paying Costs of Issuance.

- (k) Provision having been made for the orderly payment until maturity or earlier redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Series 2022 Supplemental Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the aforesaid Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement.
- (l) The Escrow Agreement is hereby approved by the Issuer. The Mayor and Clerk of Council are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of **Exhibit D** hereto, with such changes, additions, deletions or completions deemed appropriate by such officers and it is expressly provided and covenanted that all of the provisions for the payment of the principal of, premium, if any, and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.
- (m) This Governing Authority finds and determines that the parity bond requirements contained in the Resolution No. 131 of 1984 (the “**Original General Bond Resolution**”) and in Section 2.06 of the General Bond Ordinance will be complied with in respect of the Bonds, and authorizes the Mayor, Chief Financial Officer and/or Director of Finance to execute a parity certification in substantially the form attached hereto as **Exhibit E** upon delivery of the Bonds.
- (n) The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to wit: “It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statues of the State of Louisiana.”
- (o) The Executive Officers are each hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this

Series 2022 Supplemental Ordinance, and to cause the Bonds to be prepared and/or printed, to issue, execute and seal the Bonds and to effect delivery thereof as provided herein and in the Bond Purchase Agreement. In connection with the issuance and sale of the Bonds, the Executive Officers, the Director of Finance and/or the Chief Financial Officer of the City are each authorized, empowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments as they may deem necessary, including but not limited to any municipal bond insurance policy, upon the advice of Bond Counsel and Disclosure Counsel, to effect the transactions contemplated by this Series 2022 Supplemental Ordinance. The signature of said officers on such documents, certificates and instruments shall be conclusive evidence of the due exercise of the authority granted hereunder.

- (p) The Bonds are NOT “qualified tax-exempt obligations”(i.e. not “**Bank Qualified**”) under Section 265(b)(3) of the Code.
- (q) The Mayor is authorized to enter into a Continuing Disclosure Agreement as may be required by Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR §240.15c2-12(b)], in substantially the form recommended by Co-Underwriter's Counsel for the Bonds and approved by Bond Counsel.
- (r) The Mayor is authorized to enter into a Post-Issuance Compliance Certificate as may be necessary upon the advice of the Issuer’s Disclosure Counsel and/or Special Tax Counsel in connection with the disclosure and/or tax matters pertaining to the Bonds, in substantially the form recommended by the Disclosure Counsel and/or Special Tax Counsel.
- (s) Approval of the State Bond Commission has been or will be obtained prior to the delivery of the Bonds.
- (t) The Governing Authority finds and determines that it may be financially advantageous for the Issuer to utilize municipal bond insurance and/or a reserve fund surety bond or bonds with respect to some or all of the Bonds. In the event that the Mayor, with the advice of the Issuer’s Municipal Advisor, finds and determines that such a benefit exists, then such fact shall be stated in the Bond Purchase Agreement, the Preliminary Official Statement and the Final Official Statement and the terms thereof shall be approved by the Mayor. The Issuer, acting through the Executive Officers, is further authorized to enter into such contracts and agreements with the provider of such credit enhancement devices and may pay all the costs thereof from the proceeds of the sale of the Bonds or from other lawfully available funds, as provided by La. R.S. 36:1429.

- (u) In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, empowered and directed to execute on behalf of the Issuer such other documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Series 2022 Supplemental Ordinance, the signatures of the Executive Officers on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

**SECTION 3. Parties Interested Herein; Severability.** Provisions relating to parties' interest herein and severability are addressed in Sections 11.03 and 11.04 of the General Bond Ordinance.

**SECTION 4. Publication.** A copy of this Series 2022 Supplemental Ordinance shall be published in the Official Journal of the of the Issuer, or if there is none, in a newspaper having general circulation in the Issuer. It shall not be necessary to publish the exhibits to this Series 2022 Supplemental Ordinance, but such exhibits shall be made available for public inspection at the offices of the Governing Authority at reasonable times and such fact must be stated in the publication within the official journal. For a period of thirty (30) days after the date of such publication any persons in interest may contest the legality of this Series 2022 Supplemental Ordinance and any provisions herein made for the security and payment of the Bonds. After such thirty (30) day period no one shall have any cause or right of action to contest the regularity, formality, legality, or effectiveness of this Series 2022 Supplemental Ordinance and the provisions hereof or of the Bonds authorized hereby for any cause whatsoever. If no suit, action, or proceeding is begun contesting the validity of the Bonds authorized pursuant to this Series 2022 Supplemental Ordinance within the thirty (30) days herein prescribed, the authority to issue the Bonds or to provide for the payment thereof, and the legality thereof, and all of the provisions of this Series 2022 Supplemental Ordinance and such Bonds shall be conclusively presumed, and no court shall have authority or jurisdiction to inquire into any such matter.

**SECTION 5. Effective Date.** This Series 2022 Supplemental Ordinance shall become effective as provided by Section 4.23 of the City Charter.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

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

February 7, 2022

Read by title and as read motion by Councilman \_\_\_\_\_seconded by \_\_\_\_\_for Introduction. Approved by the following vote:

- Ayes:
- Nays:
- Absent:
- Out of the Chamber:
- Abstentions:

February 20, 2022

Read by title and as read motion by Councilman \_\_\_\_\_seconded by \_\_\_\_\_for Adoption. Approved by the following vote:

- Ayes:
- Nays:
- Absent:
- Out of the Chamber:
- Abstentions:

\_\_\_\_\_  
**James Green, Chairman**

Approved:

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

Approved by the City Council

Approved by the Mayor

And Effective on

At 12:01 O'clock A.M.

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

I, DANIELLE FARR-EWING, CLERK OF COUNCIL OF THE CITY OF SHREVEPORT, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF ORDINANCE NO. \_\_\_\_ OF 2022.

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

**EXHIBIT A**  
**[FORM OF BONDS]**

No. 2022AR-\_\_

Principal Amount: \_\_\_\_\_

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

**UNITED STATES OF AMERICA**  
**STATE OF LOUISIANA**  
**PARISH OF CADDO**

**TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022**  
**OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA**

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

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

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

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

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on each June 1, and December 1, commencing June 1, 20\_\_ (each an “Interest Payment Date”), at the Interest Rate per annum set forth above, until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity, is payable in lawful money of the United States of America at the principal corporate trust office of Regions Bank, an Alabama state trust company, with an office in Baton Rouge, Louisiana, or successor thereto (the “Paying Agent”), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

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

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

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the General Bond Ordinance (herein defined) until the certificate of authentication hereon shall have been signed by a duly authorized representative of the Paying Agent.

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

This Bond is one of an authorized issue aggregating in principal the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "Bonds"), all of like tenor and effect except as to number,

denomination, interest rate and maturity, the Bonds having been issued by the Issuer pursuant to Ordinance No. 95 of 2016 adopted by the City Council, acting as the governing authority (the “Governing Authority”), of the Issuer on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted by the Governing Authority on January 24, 2017 (collectively, the “General Bond Ordinance”), as supplemented by Ordinance No. \_\_ of 2022 adopted by the Governing Authority on \_\_\_\_\_, 2022 (the “Series 2022 Supplemental Ordinance “and together with the General Bond Ordinance, the “Bond Ordinance”), for the purposes of the Refunding (as defined in the Bond Ordinance), and paying the Costs of Issuance (as defined in the Bond Ordinance) in the manner authorized and provided by the Refunding Act. Terms not otherwise defined herein shall have the meaning given them in the Bond Ordinance.

**Optional Redemption**

The Bonds shall be callable for redemption at the option of the Issuer in full or in part at any time on or after December 1, 20\_\_, and if less than a full maturity then by lot within such maturity, at a redemption price of 100% of the principal amount thereof plus accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption**

The Bonds shall be redeemed prior to their maturity (and without further notice to the Owner(s) or the Paying Agent) by payment of scheduled installments, on each of the dates set forth below and in the respective principal amounts set forth opposite each such date, as follows:

Term Bond Due December \_\_, 20\_\_

<u>Year ( December 1)</u>	<u>Principal Amount</u>
	\$

+

†Maturity Date

**Notice of Redemption**

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

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

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

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

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

In the case of any redemption of Bonds, the Issuer shall give written notice to the Paying Agent and the Bond Insurer of the election so to redeem and the redemption date, and of the principal amounts and numbers of the Bonds or portions of the Bonds of each maturity to be redeemed. Such notice shall be given at least forty-five (45) days prior to the redemption date.

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

This Bond, equally with the Issuer's outstanding bonds and obligations defined in the General Bond Ordinance is designation as "Senior Lien Bonds" (collectively, the "Senior Lien Bonds") and is secured by and payable as to principal and interest solely from the Net Revenues, as more fully set forth in the General Bond Ordinance.

NEITHER THIS BOND NOR THE DEBT IT REPRESENTS CONSTITUTES AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE ISSUER, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OF INDEBTEDNESS.

The Issuer has obligated itself pursuant to the General Bond Ordinance specifically, and by this Bond declares that all of the income and revenues to be derived from the operation of the System shall be deposited promptly as the same may be collected in the Revenue Fund described in the General Bond Ordinance. The Issuer has duly covenanted and obligated itself pursuant to the General Bond Ordinance and by this Bond declares that it will fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities of the System, and all parts thereof, and to revise the same from time to time whenever necessary, as will always provide revenues in each fiscal year sufficient to pay: (a) the Operating Expenses of the System (as defined in the Bond Ordinance) in such fiscal year, (b) the Annual Debt Service (as defined in the Bond Ordinance) of the System for such Fiscal Year, and which in any event will provide net revenues in an amount equal to at least one hundred twenty-five percent (125%) of the Annual Debt Service due in such fiscal year.

For a complete statement of the manner in which various funds and accounts shall be maintained and administered, the provisions for the issuance of additional senior lien indebtedness and junior lien indebtedness pursuant to the Bond Ordinance, reference is hereby made to the General Bond Ordinance.

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

It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law.

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

**CITY OF SHREVEPORT  
STATE OF LOUISIANA**

**SEAL**

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

**ATTEST:**

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

\* \* \* \* \*

**PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

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

**REGIONS BANK**, as Paying Agent

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

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

\* \* \* \* \*

**ASSIGNMENT**

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

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

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

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

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

Signature of Registered Owner:

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

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

**TRANSFER FEE MAY BE REQUIRED**

**STATEMENT OF INSURANCE**

**(TO BE ADDED IF BOND INSURANCE IS PURCHASED)**

**CERTIFICATE AS TO LEGAL OPINION**

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

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

---

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

**[LEGAL OPINION TO BE INSERTED]**

**EXHIBIT B**

**BOND PURCHASE AGREEMENT**

\$ \_\_\_\_\_

**CITY OF SHREVEPORT, STATE OF LOUISIANA  
TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022  
consisting of:**

\_\_\_\_\_, 2022

City of Shreveport, State of Louisiana  
505 Travis Street, Suite 200  
Shreveport, Louisiana 71101

Ladies and Gentlemen:

The undersigned Crews & Associates, Inc., as the representative the “Representative” on behalf of itself and behalf of Rice Financial Products Company and Frazer Lanier (each, an “Underwriter”, and collectively, the “Underwriters”) offers to enter into this agreement (the “Bond Purchase Agreement”) with the City of Shreveport, Louisiana (the “Issuer”), which, upon your acceptance of this offer, will be binding upon you and upon the Underwriters. Unless otherwise provided, terms not otherwise defined herein shall have the same meanings as set forth in the Bond Ordinance (defined herein) or the Official Statement (defined herein).

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 P.M., Shreveport time on this date.

This Bond Purchase Agreement is being entered into in connection with the offer and sale of the Issuer’s Taxable Water and Sewer Revenue Refunding Bonds, Series 2022 in the aggregate amount of \$ \_\_\_\_\_ (the “Bonds”), pursuant to Ordinance No. 95 of 2016 adopted by the City Council of the Issuer acting as the Governing Authority (the “Governing Authority”) on October 11, 2016, as amended by Ordinance No. 4 of 2017 adopted by the Governing Authority on January 24, 2017 (collectively, the “General Bond Ordinance”), as supplemented by Ordinance No. \_\_ of 2022 adopted by the Governing Authority on \_\_\_\_\_, 2022 (the “Series 2022 Supplemental Series Ordinance” and together with the General Bond Ordinance, the “Bond Ordinance”).

The Bonds shall be issued for the purposes of (i) advance refunding the Issuer’s Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “Series 2014B Bonds”) maturing in years \_\_\_\_\_ through \_\_\_\_\_ (the “Refunded Series 2014B Bonds”); the Issuer’s Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “Series 2014C Bonds”) maturing in \_\_\_\_\_ (the “Refunded Series 2014C Bonds”); [and/or] the Issuer’s Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “Series 2015 Bonds”) maturing in years \_\_\_\_\_ to \_\_\_\_\_ (the “Refunded Series 2015 Bonds” and together with the Refunded Series 2014B Bonds and Refunded Series 2014C Bonds, the “Refunded Bonds”), (ii) funding a debt service reserve fund via purchasing a reserve fund surety, if necessary and (iii) paying the costs of issuance of the Bonds, including, if applicable, the premium for the municipal bond insurance policy, if necessary, for the Bonds.

1. **Purchase of Securities, Purchase Price.** Upon the terms and conditions and upon the basis of the respective representations and covenants set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the Bonds.

The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length, commercial transaction between the Issuer and the Underwriters in which each Underwriter is acting solely as a principal and is not acting as a municipal advisor (within the meaning of Section 15B of the Exchange Act), financial advisor or fiduciary to the Issuer, (ii) the Underwriters have not assumed (individually or collectively) any advisory or fiduciary responsibility to the Issuer with respect to this Bond Purchase Agreement, the offering of the Bonds and the discussions, undertakings and procedures leading thereto (irrespective of whether any Underwriter, or any affiliate of an Underwriter, has provided other services or is currently providing other services to the Issuer on other matters), (iii) the only obligations the Underwriters have to the Issuer with respect to the transactions contemplated hereby are set forth in this Agreement, (iv) the Underwriters have financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The Series 2022 Senior Lien Bonds shall be purchased at the price of \$\_\_\_\_\_ (representing the principal amount of \$\_\_\_\_\_ less an underwriters' discount of \$\_\_\_\_\_ and [plus][minus] [net] original issue [premium][discount] of \$\_\_\_\_\_).

Such purchase price shall be paid at the Closing (defined herein) in accordance with Section 6 hereof. The Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to, the Bond Ordinance. The Bonds are issued by the Issuer under the authority of Section 14 and 14A of the Louisiana Revised Statutes of 1950 (the "Act"), and other constitutional and statutory authority. The Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described on **Schedule I** attached hereto. The Bonds will be subject to redemption prior to maturity as described in the Bond Ordinance and on **Schedule I** attached hereto.

2. **Establishment of Issue Price of the Bonds.** Notwithstanding any provision of this Bond Purchase Agreement to the contrary, the following provisions related to the establishment of the issue price of the Bonds apply:

(a) Definitions. For purposes of this Paragraph, the following definitions apply:

(i) **"public"** means any person other than an Underwriter or a related party to an Underwriter.

(ii) **"Underwriter"** means (A) any person that agrees pursuant to a written contract with the Issuer (or with the Representative, to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public).

(iii) a purchaser of any of the Bonds is a “**Related Party**” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships or limited liability companies (“**LLC**”) (including direct ownership by one entity of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interest or profits interest of the partnership or LLC, as applicable, if one entity is a corporation and the other entity is a partnership or LLC (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) “**sale date**” means the date of execution of this Bond Purchase Agreement by all parties.

- (b) Issue Price Certificate. The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of each series of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel (hereinafter defined), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor, Government Consultants (the “**Municipal Advisor**”) and any notice or report to be provided to the Issuer may be provided to the Issuer’s Municipal Advisor.
- (c) 10% Test. Except as set forth in **Schedule I** attached hereto, Issuer will treat the first price at which 10% of each maturity of each series of Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Issuer the price or prices at which Bonds have been sold by to the public each maturity of the Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation will continue, whether or not the Closing has occurred, until either (i) the Underwriters have sold all the Bonds of that maturity or (ii) the 10% Test has been satisfied as the Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if the Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.
- (d) Hold-the-Offering-Price Rule. The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”), or at the corresponding yield or yields, set forth in **Schedule I** attached hereto, except as otherwise set forth therein.

**Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-the-Offering-Price Rule**”). So long as the Hold-the-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Representative will advise the Issuer promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(e) The Representative confirms that:

(i) Any agreement among underwriters, any selling group agreement and each third-party distribution agreement, to which the Representative is a party relating to the initial sale of the Bonds to the public, together with related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity of each series allotted to it, whether or not the Closing has occurred, until either all Bonds of that maturity have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the Representative, and (i) to comply with the Hold-the-Offering-Price Rule if applicable, if and for so long as directed by the Underwriters, and (B) promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter participating in the initial sale of Bonds to the public, (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the underwriter, dealer, or broker dealer is a sale to the public.

(ii) any agreement among Underwriters relating to the initial sale of the Bonds to the public, together with related pricing wires, contains or will contain language

obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity of each series allotted to it, whether or not the Closing has occurred until it is notified by the Representative or such Underwriter or dealer that the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity provided that the reporting obligation after the Closing may be reasonable periodic intervals or otherwise upon request of the Underwriters or the dealer, and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriters or the dealer and as set forth in the related pricing wires.

- (f) The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.
- (g) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter do not constitute sales to the public for purposes of this Section.

3. **Public Offering.** The Underwriters agree to make an initial bona fide public offering of all of the Bonds at not in excess of the public offering prices set forth on **Schedule I** attached hereto. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing bonds into investment trusts), money market funds (including money market funds sponsored or managed by the Underwriters) and others at prices lower than such public offering prices. The Underwriters also reserve the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

4. **The Representative.** Crews & Associates, Inc., is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriters. The Representative shall represent at the Closing that

it was, at the time of the execution of this Bond Purchase Agreement, and is, at the time of the Closing, an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

5. **Official Statement.**

- (a) The Issuer previously has delivered, or caused to be delivered, to the Underwriters the Preliminary Official Statement dated \_\_\_\_\_, 2022 (the “**Preliminary Official Statement**”) in a “designated electronic format, as defined in the Municipal Securities Rulemaking Board’s (“**MSRB**”) Rule G-32 (“**Rule G-32**”). The Issuer will prepare or cause to be prepared a final Official Statement relating to the Bonds, which will be (i) dated the date of this Bond Purchase Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission’s Rule 15c2-12, as amended (the “**Rule**”), (iii) in a “designated electronic format” and (iv) substantially in the form of the most recent version of the Preliminary Official Statement provided to the Underwriters before the execution hereof. Such final Official Statement, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds, is herein referred to as the “**Official Statement**”. Until the Official Statement has been prepared and is available for distribution, the Issuer shall provide to the Underwriters sufficient quantities of the Preliminary Official Statement (which may be in electronic form) as the Underwriters deem necessary to satisfy the obligation of the Underwriters under the Rule with respect to distribution to each potential customer, upon request, of a copy of the Preliminary Official Statement.
- (b) The Preliminary Official Statement has been prepared for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby deems final the Preliminary Official Statement as of its date for purposes of the Rule, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of the Rule.
- (c) The Issuer represents that the Issuer has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and sale of the Bonds. The Issuer ratifies and consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer’s acceptance of this Bond Purchase Agreement (but, in any event, not later than within seven (7) business days after the Issuer’s acceptance of this Bond Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) the Official Statement which is complete as of the date of its delivery to the Underwriters. The Issuer shall provide the Official Statement, or cause the Official Statement to be provided, (i) in a “designated electronic format” consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.
- (d) If, after the date of this Bond Purchase Agreement to and including the date, the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) ninety (90) days from the “end

of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than twenty-five (25) days after the “end of the underwriting period “for the Bonds, the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), either an amendment or a supplement to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law; provided, however, that for all purposes of this Bond Purchase Agreement and any certificate delivered by the Issuer in accordance herewith, the Issuer makes no representations with respect to the descriptions in the Preliminary Official Statement or the Official Statement of The Depository Trust Company, New York, New York (“**DTC**”), or its book-entry-only system. If such notification shall be subsequent to the Closing, the Issuer shall furnish such certificates and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement. The Issuer shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a “designated electronic format “consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriters shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the MSRB.

- (e) The Representative hereby agrees to timely file the Official Statement (and any amendment or supplement to the Official Statement prepared in accordance with Section 5(d) above) with the MSRB through its Electronic Municipal Market Access (“**EMMA**”) system. Unless otherwise notified in writing by the Representative, the Issuer can assume that the “end of the underwriting period” for purposes of the Rule is the date of the Closing.

The Issuer will enter into a Continuing Disclosure Certificate (the “**Disclosure Certificate**”) constituting an undertaking (an “**Undertaking**”) to provide ongoing disclosure about the Issuer for the benefit of the Bondholders on or before the date of delivery of the Bonds as required by Section (b)(5)(i) of the Rule, in the form attached as Appendix G to the Preliminary Official Statement, with such changes as may be agreed to by the Representative.

## 6. **Representations of the Issuer.**

- (a) The Issuer has duly authorized or, prior to the delivery of the Bonds, will duly authorize all necessary action to be taken by it for: (i) the sale of the Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, the Disclosure Certificate, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the

transactions contemplated hereby, by the Bonds, the Official Statement, and the Bond Ordinance;

- (b) Except for the information which is permitted to be omitted from the Preliminary Official Statement pursuant to Section (b)(1) of the Rule, the information in the Official Statement (excluding there from the information under the captions “**THE BONDS – Book-Entry Only System**” “**MUNICIPAL ADVISOR**”, “**UNDERWRITING “,**”**APPENDIX E - FORM OF LEGAL OPINION OF BOND COUNSEL**”, and “**APPENDIX F – Form of Opinion of Special Tax Counsel**” as to which no representations or warranties are made) is and, as of the Closing Date, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;
- (c) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or to the best knowledge of the Issuer threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Bond Ordinance or the validity, due authorization and execution of the Bonds, this Bond Purchase Agreement, the Disclosure Certificate, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;
- (d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, the Disclosure Certificate, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Louisiana Constitution of 1974, as amended, or any existing law, court or administrative regulation, decree, judgment, loan agreement, indenture, bond, note, resolution, ordinance, order, agreement or other instrument by which the Issuer (or the members of the Governing Authority, or any of its officers in their respective capacities as such) or its properties are or, on the Closing Date will be, bound, except as provided by the Bonds and the Bond Ordinance;
- (e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Ordinance and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made, have been obtained or made or will be obtained or made prior to delivery of the Bonds;
- (f) The Issuer agrees to cooperate with the Underwriters and Joshua K. Williams, Attorney at Law LLC, Shreveport, Louisiana and Kutak Rock, LLP, Philadelphia, Pennsylvania (together, “**Co-Underwriters’ Counsel**”) in any endeavor to qualify the Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Representative may reasonably request and will advise the Representative promptly

upon receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose; provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or consent to suit or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriters in obtaining such qualifications. No member of the Governing Authority, or any officer, employee or agent of the Issuer shall be individually liable for the breach of any representation made by the Issuer;

- (g) Any Bond and certificate signed by an official of the Issuer and delivered to the Representative shall be deemed a representation and warranty by the Issuer, as appropriate, to the Underwriters as to the truth of the statements therein contained;
- (h) The Issuer will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Bond Ordinance;
- (i) The financial statements and other financial information of the Issuer included in **Appendices A, B and H** to the Official Statement present fairly the financial position and the results of operations of the Issuer at the respective dates and for the respective periods indicated therein, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented;
- (j) Prior to the Closing, the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues which will secure the Bonds without the prior approval of the Representative;
- (k) As of the date of the Closing, there will not be any material adverse change in the financial position, results of operations, or condition, financial or otherwise, of the Issuer from that described in the Official Statement other than in the ordinary course of business or as may be otherwise disclosed to the Representative in accordance with this Bond Purchase Agreement;
- (l) Except as specifically described in the final Official Statement, during the previous five years, the Issuer has complied in all material aspects with all previous continuing disclosure undertakings in written contracts or agreements entered into by the Issuer as specified in paragraph (b)(5)(i) of the Rule. The Issuer maintains internal controls and procedures designed to ensure that material information relating to the Issuer and the System is made known to the appropriate officials of the Issuer responsible for the Issuer's compliance with the disclosure obligations of the Issuer under federal securities laws, including, without limitation, the Issuer's compliance with the continuing disclosure undertaking for the Bonds;
- (m) To the best of the knowledge of the Issuer, the financial statements of the System included in **Appendix A** to the final Official Statement present fairly the financial position and the results of operations of the System at the respective dates and for the respective periods indicated therein, in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods presented. Except as disclosed in the Final Official Statement or otherwise disclosed in writing to the Representative, there has not

been any materially adverse change in the financial condition of the Issuer or in its operations, including the System, since \_\_\_\_\_, 2022, and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change; and

- (o) As of the date of the Closing, there will not be any material adverse change in the financial position, results of operations, or condition, financial or otherwise, of the System from that described in the Final Official Statement other than in the ordinary course of business or as may be otherwise disclosed to the Underwriters in accordance with this Bond Purchase Agreement.

7. **Closing.** At 10:00 A.M., Central Time, on or about \_\_\_\_\_, 2022, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer will deliver, or cause to be delivered, to the Representative, the Bonds, in definitive form as fully registered bonds bearing CUSIP numbers (provided neither the printing of a wrong CUSIP number on any Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse delivery of any Bond) in the denominations of one Bond per maturity date of the Bonds, registered in the name of Cede & Co., as nominee for DTC, duly executed and authenticated by Regions Bank, in the City of Baton Rouge, Louisiana, as Paying Agent (the “**Paying Agent**”), together with the other documents hereinafter mentioned and the other moneys required by the Bond Ordinance to be provided by the Issuer, subject to the conditions contained herein, the Paying Agent shall hold the Bonds as custodian for DTC under its Fast Automated Securities Transfer System (“**FAST**”).

Delivery of the Bonds as aforesaid shall be made at the offices of Washington & Wells, LLC, Shreveport, Louisiana, or such other place as may be agreed upon by the Representative and the Issuer. Such payment and delivery are herein called the “**Closing**.” The Bonds will be delivered initially as fully registered bonds, one bond certificate representing each maturity of the Bonds, and registered in the name of Cede & Co.

8. **Certain Conditions to Underwriter’s Obligations.** The obligations of the Underwriters hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

At the time of Closing, the Bond Ordinance shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Representative, the Bonds shall have been approved by the Louisiana State Bond Commission, the proceeds of the sale of the Bonds shall be applied as described in the Official Statement and the Bond Ordinance, and there shall have been duly adopted and there shall be in full force and effect such resolutions and/or ordinances as, in the opinion of Washington & Wells Law Firm, LLC, Shreveport, Louisiana (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby; and at or prior to the Closing, the Representative shall have received each of the following:

- (a) a final opinion of Bond Counsel dated the Closing Date, in substantially the form set forth as **Appendix E** of the Official Statement;
- (b) a supplemental opinion of Bond Counsel, dated the date of Closing, addressed to the Issuer and the Representative in a form satisfactory to the Representative and Underwriters’ Counsel;

- (c) an opinion of Underwriters' Counsel, dated the date of Closing and in form and substance satisfactory to the Representative;
- (d) an opinion of Disclosure Counsel, Lori Graham, dated the date of Closing and addressed to the Issuer and the Representative (or a reliance letter relating to the opinion addressed to the Representative) and in form and substance satisfactory to the Issuer and the Representative,
- (e) certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Representative;
- (f) the Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;
- (g) evidence satisfactory to the Representative that [Moody's Investors Service, Inc. ("**Moody's**")] has assigned an insured rating of "\_\_\_" on the Bonds, with an underlying rating of "\_\_\_" to the Bonds; and, in addition, [S&P Global Ratings ("**S&P**")] has assigned an insured rating of "\_\_\_" on the Bonds, with an underlying rating of "\_\_\_" on the Bonds;
- (h) a specimen of the Bonds;
- (i) certified copies of the Bond Ordinance and all other resolutions and ordinances of the Issuer relating to the issuance and/or sale of the Bonds, as applicable, and evidence of approval of the Bonds by the Louisiana State Bond Commission;
- (j) a certificate of the Paying Agent, as to (A) its corporate capacity to act as such, (B) the incumbency and signatures of authorized officers, and (C) its due registration of the Bonds delivered at the Closing by an authorized officer;
- (k) the executed copy of the bond insurance policy or policies issued by \_\_\_\_\_. (the "**Bond Insurer**"), and such opinions and certificates as may be required by the Bond Insurer's commitments with respect to the Bonds; and the Bond Insurer shall provide an opinion of general counsel to the Bond Insurer and a certificate of an officer of the Bond Insurer dated the date of the Closing and addressed to the Representative, concerning the Bond Insurer, the bond insurance policy or policies, and the information relating to the Bond Insurer and the bond insurance policy or policies contained in the Official Statement, if any, in form and substance satisfactory to the Representative and Underwriters' Counsel;
- (l) the executed copy of the surety policy or policies issued by \_\_\_\_\_ (the "**Surety Provider**"), and such opinions and certificates as may be required by the Surety Provider with respect to the Bonds; an opinion of general counsel to the Surety Provider and a certificate of an officer of the Surety Provider dated the date of the Closing and addressed to the Representative, concerning the Surety Provider, the surety policy or policies, and the information relating to the Surety Provider and the surety policy or policies contained in

the Official Statement, if any, in form and substance satisfactory to the Representative and Underwriters' Counsel;

- (m) a Blanket DTC Letter of Representations executed by the Issuer and accepted by DTC;
- (n) evidence that the Issuer has deposited either not less than the required amount or a reserve surety policy into the Series 2022 Reserve Account of the applicable Senior Reserve Fund, established by the Bond Ordinance;
- (o) a fully executed copy of the Parity Certification in substantially the form attached as an exhibit to the Series 2022 Supplemental Ordinance as required by Section 2.06(g) of the General Bond Ordinance;
- (p) Evidence in a form acceptable to the Representative from \_\_\_\_\_ verifying the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Refunded Bonds Escrowed Securities, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Refunded Bonds;
- (q) A copy of the preliminary and final Blue-Sky Survey with respect to the Bonds.
- (r) Letters from \_\_\_\_\_ and \_\_\_\_\_ to the effect that the Bonds have been assigned ratings of “\_\_\_\_\_” and “\_\_\_\_\_”, respectively, which ratings shall be in effect as of the date of Closing;
- (s) A letter or letters, dated the date of Closing, and acceptable to the Representative and Underwriters' Counsel \_\_\_\_\_, independent certified public accountants and auditors for the System acknowledging the inclusion in the Final Official Statement of the audited financial statements of the System and their report thereon, for the Fiscal Year ended June 30, 2021;
- (t) The final Official Statement; and
- (u) such additional legal opinions, certificates, proceedings, instruments, and other documents as Underwriters' Counsel, Bond Counsel and Disclosure Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer;

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are reasonably satisfactory in form and substance to the Representative. The Issuer will furnish the Representative with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Bonds as the Representative may reasonably request.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement and such condition is not waived by the Representative, or if the obligations of the Underwriters to purchase and accept delivery of the Bonds shall be terminated or cancelled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under further obligation hereunder; except that the respective obligations of the Issuer and any Underwriter in Section 12 hereof (with respect to expenses), shall continue in full force and effect.

9. **Events Permitting Termination by the Representative.** The Representative may terminate this Bond Purchase Agreement, without liability therefor, by notification to the Issuer, if, at any time subsequent to the date of this Bond Purchase Agreement at or prior to the Closing any of the following (each a “**Termination Event**”) shall occur:

- (a) Any legislation, ordinance or regulation shall be enacted or be actively considered for enactment with an effective date prior to the Closing, by any governmental body, department or agency of the Issuer, the State of Louisiana (the “**State**”) or the Parish of Caddo, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the reasonable opinion of the Representative, materially and adversely affects the market price of the Bonds; or
- (b) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, is in violation or would be in violation of any provision of the federal securities laws, including but not limited to, the Securities Act or the Securities Exchange Act of 1934, as amended and as then in effect (the “**Exchange Act**”); or
- (c) Any legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that obligations of the general character of the Bonds or the Bonds are not exempt from registration under or from other requirements of the Securities Act or the Exchange Act or that the qualification and registration of the Bond Ordinance as an indenture would be required under the Trust Indenture Act of 1939, as amended; or
- (d) Any event shall have occurred, or any information shall have become known to the Representative which causes the representatives thereof to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event the Issuer refuses to permit the Official Statement to be appropriately supplemented, or the effect of the Official Statement so supplemented is to materially adversely affect the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

- (e) Additional material restrictions not in force and not previously under discussion as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or
- (f) Any national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters or broker-dealers; or
- (g) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Issuer; or
- (h) There shall have occurred any outbreak of hostilities or other national or international calamity or crisis or financial crisis the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Representative, would affect materially and adversely the ability of the Underwriters to market the Bonds; or
- (i) Trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by The New York Stock Exchange or other national securities exchange or governmental authority, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds; or
- (j) There shall have occurred any change in the financial condition or affairs of the Issuer, the effect of which is, in the reasonable judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; or
- (k) A general banking moratorium shall have been established by federal, New York or Louisiana authorities; or
- (l) The President of the United States, the Office of Management and Budget, the Securities and Exchange Commission, the Federal Reserve Board, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or instrumentality of the United States shall take or propose to take any action or implement or propose regulations or rulings which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds or causes the Official Statement to be misleading in any material respect; or
- (m) There shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city or political subdivision located in the United States having a population

of over 500,000, the effect of which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds; or

- (n) There shall have occurred a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any political subdivision located in the State (including the State itself), the effect of which, in the reasonable opinion of the Representative, would materially and adversely affect the ability of the Underwriters to market the Bonds; or
- (o) The Issuer shall fail to deliver Official Statements to the Representative as provided in Section 5 hereof; provided, however, that the Representative may not terminate its obligations hereunder as a result of the failure of the Issuer to deliver such Official Statements unless such failure materially affects the Underwriters' marketing and sale of the Bonds or subjects the Underwriters to compliance infractions under the Securities and Exchange Commission or the MSRB delivery requirements; or
- (p) The Issuer shall have failed to deliver the Undertaking; or
- (q) The marketability of the Bonds or the market price thereof, in the reasonable opinion of the Representative, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or
- (r) There shall have occurred, or any notice shall have been given, of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the Issuer's obligations including any downgrade to the credit rating of the Bond Insurer; or
- (s) The Issuer shall fail to meet any condition to Closing set forth in Section 8 of this Bond Purchase Agreement, and such condition has not been waived in writing by the Representative; or
- (t) The Bond Insurance Policy, the Surety Policy or any other insurance policy of the Bond Insurer shall have been repudiated or any litigation or proceeding shall be pending or threatened questioning the validity or enforceability thereof or seeking to enjoin performance by the Bond Insurer or Surety Provider thereunder or the Issuer or the Representative shall have received notice from the Bond Insurer or Surety Provider that it will be unable to perform thereunder.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Representative, all obligations of the Issuer and the Underwriters under this Bond Purchase Agreement shall terminate, without further liability, except that the Issuer and the Underwriters shall pay their respective expenses as set forth in Section 12 below.

10. **Additional Covenants of Issuer.** The Issuer covenants and agrees with the Representative as follows:

- (a) The Issuer shall furnish or cause to be furnished to the Representative as many copies of the Official Statement as the Representative may reasonably request; and
- (b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Representative. If, in the opinion of the Issuer, Bond Counsel, the Representative, and Underwriters' Counsel a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Bond Counsel, Representative and Underwriters' Counsel.

11. **Survival of Representations.** Unless otherwise set forth herein, all representations and agreements of the Issuer and the Underwriters hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Bonds and any termination of this Bond Purchase Agreement by the Representative pursuant to the terms hereof.

12. **Payment of Expenses.** If the Bonds are sold to the Underwriters by the Issuer:

- (a) The Issuer shall pay, out of the proceeds of the Bonds or from other moneys available to the Issuer, any expenses incident to the performance of its obligations hereunder, including, but not limited to: (i) the cost of the preparation, reproduction and printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of the Bond Ordinance, this Bond Purchase Agreement, the Preliminary Official Statement, the Official Statement and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, Special Tax Counsel, and any other experts retained by the Issuer; (iv) the fees of Disclosure Counsel (v) the fees of the Paying Agent; (vi) any fees charged by the rating agencies for the credit rating of the Bonds; (vii) the cost of transportation for officials and representatives of the Issuer in connection with attending the Closing; (viii) the cost of qualifying the Bonds and determining their eligibility for investment under the laws of such jurisdictions as the Underwriters may designate; and (ix) the fees of the Louisiana State Bond Commission; and
- (b) The Issuer has agreed to pay the Underwriter's discount set forth in Section 1 of this Bond Purchase Agreement and inclusive in the expense component of the Underwriter's discount are actual expenses incurred or paid for by the Underwriters on behalf of the Issuer in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to advertising expenses, fees and expenses of Underwriters' Counsel, the costs of any preliminary and final Blue Sky Memoranda, CUSIP fees, and transportation, lodging, and meals for the Issuer's employees and representatives.

13. **Notices.** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at City of Shreveport, 505 Travis Street, Suite 200, Shreveport, Louisiana 71101; Attention: Kasey Brown Chief Financial Officer. Any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may

be given by delivering the same in writing to Crews & Associates, Inc. 521 President Clinton Ave., Ste. 800, Little Rock, AR 72201; Attention: Michael Lambert.

14. **Parties Benefited.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriters (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

15. **Governing Law.** This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. **Arm's Length Transaction.** The Issuer acknowledges that the Underwriters are not acting as a municipal advisor as defined in Section 15B of the Securities Exchange Act of 1934, as amended, and that the Underwriters do not have a fiduciary duty as such to the Issuer in connection with the offering and purchase and sale of the Bonds. The Issuer on its own behalf and the Underwriters acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection with such transaction, the Underwriters are acting solely as a principal and not as an agent of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading hereto (irrespective of whether the Underwriters or their affiliates have provided other services or is currently providing other services to the Issuer, (iv) the only obligations that the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement, and (v) the Issuer has consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Bonds.

17. **Counterparts; Headings for Convenience.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation.

18. **Execution; Effective Date.** This Bond Purchase Agreement shall become legally effective upon its acceptance by the Issuer, as evidenced by the signature of an Authorized Representative of the Issuer, in the space provided therefor below.

19. **Severability.** If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

If you agree with the foregoing, please sign the Bond Purchase Agreement and return it to the Representative. This Bond Purchase Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

[The balance of this page has been intentionally left blank]

**SIGNATURE PAGE TO SHREVEPORT  
BOND PURCHASE AGREEMENT**

Very truly yours,

Crews & Associates, Inc.,  
as Representative of the Underwriters

By: \_\_\_\_\_  
Name: Michael Lambert  
Title: Senior Managing Director

**ACCEPTANCE**

ACCEPTED at \_\_\_\_\_ [a.m./p.m.] Central Daylight Time this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SHREVEPORT, LOUISIANA

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

**SCHEDULE I**

**MAYOR' S APPROVAL OF BOND PURCHASE AGREEMENT AND CERTAIN  
TERMS OF THE 2022 BONDS**

APPROVED AND AGREED TO on \_\_, 2022 at \_\_\_ o'clock PM Central Time.

In accordance with the provisions of Section 2.05 of the General Bond Ordinance and Sections 2(b), (c), (e), (h), (i) and (t) of the Series 2022 Supplemental Ordinance, the undersigned Mayor of the City of Shreveport specifically approves the following final terms of the Bonds.

**PURCHASE PRICE**

[To come]

**PRINCIPAL AMOUNTS, INTEREST RATES AND OFFERING PRICES**

[To come]

CITY OF SHREVEPORT, STATE OF LOUISIANA

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

## EXHIBIT C

### FORM OF ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT**, dated \_\_\_\_\_, 2022, by and among the **CITY OF SHREVEPORT, STATE OF LOUISIANA** (the “**City**” or “**Issuer**”), appearing herein through its undersigned Mayor and Clerk of Council, pursuant to an ordinance adopted by the governing authority of the Issuer on \_\_\_\_\_, 2022, and **REGIONS BANK**, an Alabama state trust company having a corporate office located in Baton Rouge, Louisiana, and duly authorized to exercise corporate trust powers, as escrow agent (the “**Escrow Agent**”), appearing herein through the hereinafter named officers, who did declare that they do together enter into and make this Escrow Deposit Agreement, upon the following terms:

#### WITNESSETH:

**WHEREAS**, pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended and other constitutional and statutory authority and the General Bond Ordinance the Issuer has previously issued its: (i) Water and Sewer Revenue Bonds, Series 2014B, currently outstanding in the principal amount of \$67,045,000 (the “**Series 2014B Bonds**”); (ii) Water and Sewer Revenue Bonds, Series 2014C, currently outstanding in the principal amount of \$7,955,000 (the “**Series 2014C Bonds**”); and (iii) Water and Sewer Revenue and Refunding Bonds, Series 2015, currently outstanding in the principal amount of \$116,980,000 (the “**Series 2015 Bonds**” and together with the Series 2014B Bonds, the Series 2014C Bond, the “**Prior Bonds**”); and

**WHEREAS**, Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended (collectively, the “**Refunding Act**”) and other constitutional and statutory authority provides that subject to the approval of the State Bond Commission and without reference to any other provisions of the laws of the State and in addition to any other authority therefor, any public entity is authorized to issue refunding bonds for the purpose of refunding, readjusting, restructuring, refinancing, extending, or unifying the whole or any part of its outstanding securities in an amount sufficient to provide the funds necessary to effectuate the purpose for which the refunding bonds are being issued and to pay all costs associated therewith; and

**WHEREAS**, the Issuer is a “public entity” and the Refunded Bonds (as defined herein) are a “security” within the meaning of the Refunding Act; and

**WHEREAS**, the Issuer has found and determined that refunding the Refunded Bonds (as defined below), would be financially advantageous to the Issuer and would result in certain debt service savings and/or cash flow relief; and

**WHEREAS**, the Issuer has authorized the issuance of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of its Taxable Water and Sewer Revenue Refunding Bonds, Series 2022 (the “**Bonds**”), for the purpose of: (i) refunding and/or defeasing the Series 2014B maturing in years \_\_\_\_\_ through \_\_\_\_\_ (the “**Refunded Series 2014B Bonds**”); the Series 2014C maturing in \_\_\_\_\_ (the “**Refunded Series 2014C Bonds**”); [and/or] the Series 2015 maturing in years \_\_\_\_\_ to \_\_\_\_\_ (the “**Refunded Series 2015 Bonds**” and together with the Refunded Series 2014B Bonds and Refunded Series 2014C Bonds, the “**Refunded Bonds**”), pursuant to an ordinance adopted by the governing authority of the Issuer on \_\_\_\_\_, 2022 (the “**Series 2022 Supplemental Ordinance**” and together with the General Bond Ordinance the “**Bond Ordinance**”); (ii) funding a debt service reserve fund via the purchase of a surety bond, and (iii) paying the costs of issuance of the Bonds (collectively, the “**Refunding**”); and

**WHEREAS**, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds (exclusive of accrued interest, if any), together with certain additional moneys to be provided by the Issuer in relation to the Refunded Bonds, shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds, the parties hereto agree as follows:

**SECTION 1. Establishment of Escrow Fund.** There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (herein called the “**Escrow Fund**”) to be held in the custody of the Escrow Agent separate and apart from other funds of the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the

Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

**SECTION 2. Deposit to Escrow Fund; Application of Moneys.** Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$\_\_\_\_\_ from the proceeds of the Bonds (the “**Bond Proceeds**”). The Issuer will further cause to be deposited with the Escrow Agent the sum of \$\_\_\_\_\_ from the Issuer's debt service fund for the Refunded Bonds (the “**Prior Issuance Amounts**”). Such funds will be applied as follows:

\$ \_\_\_\_\_ of Prior Issuance Amounts to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in **Schedule A-1** attached hereto;

\$ \_\_\_\_\_ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations described in **Schedule A-2** attached hereto;

\$ \_\_\_\_\_ of Prior Issuance Amounts to the Escrow Fund to establish the initial cash deposit therein;

\$ \_\_\_\_\_ of Bond Proceeds to the Escrow Fund to establish the initial cash deposit therein; and

\$ \_\_\_\_\_ of Bond Proceeds to the Expense Fund created in Section 3 hereof.

- (a) Concurrently with such deposits, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations described in **Schedule A** attached hereto. The obligations listed in **Schedule A** hereto and any other direct obligations of the United States Government are hereinafter referred to as the “**Escrow Obligations.**” All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in **Schedule B** attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of, premium, if any, and interest on the Refunded Bonds as shown on **Schedule C**. The Issuer, on the basis of a mathematical verification of an independent certified public accountant, has heretofore found and determined that the investments described in said **Schedule A** are adequate in yield and maturity date in order to provide the necessary moneys to accomplish the refunding of the Refunded Bonds as shown on **Exhibit C**.
- (b) All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer.
- (c) In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any of the Escrow Obligations, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, “**Government Securities**”), in lieu thereof. An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if:

- (i) such Replacement Obligation is in an amount, and/or matures in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligation is equal to or greater than the amount payable on the maturity date of the Escrow Obligation which the substitution occurred,
- (ii) such Replacement Obligation matures on or before the next date on which the Escrow Obligation which are substituted for will be required for payment of principal of, premium, if any, or interest on the Refunded Bonds, and
- (iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal, interest and premium of the Refunded Bonds as provided herein and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Bonds or the Refunded Bonds.

To the extent that any Escrow Obligation matures before the payment dates shown in **Schedule C**, the Escrow Agent may invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds or the Refunded Bonds to be “arbitrage bonds” under the Internal Revenue Code of 1986, as amended.

- (a) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amount of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.
  
- (b) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

**SECTION 3. Establishment of the Costs of Issuance Account; Use of Moneys in Costs of Issuance Account.** There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Ordinance (herein called the “**Costs of Issuance Account**”) to be held in the custody of the Escrow Agent separate and apart from any other funds of the Issuer and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Costs of Issuance Account shall be used for and applied to the payment of the Costs of Issuance of the Issuer in connection with the issuance, sale and delivery of the Bonds and the establishment of the funds hereunder; and pending such disbursement moneys in the Costs of Issuance Account shall be invested by the Escrow Agent as directed by the Issuer. Payment of the aforesaid expenses shall be made by the Escrow Agent from the moneys on deposit in such Costs of Issuance Account for the purposes listed in **Schedule D** hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the Issuer signed by the Mayor or Director of Finance of the Issuer, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Costs of Issuance Account is a

proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Costs of Issuance Account have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent and applied by the Issuer to the payment of principal of Bonds next falling due.

**SECTION 4. Deposit to Escrow Fund Irrevocable.** The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of, premium, if any, and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

**SECTION 5. Use of Moneys.** The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in Section 2(d) above.

The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund. Any amounts held as cash in the Escrow Fund shall be held in cash without any investment thereof, not as a deposit with any bank, savings and loan or other depository.

**SECTION 6. Payment of Refunded Bonds.** The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable and shall apply same as provided in Section 2 above and **Schedule C**.

**SECTION 7. Notice of Redemption.** The Escrow Trustee, in its capacity as paying agent for the Refunded Bonds, will cause a notice of defeasance and notice of redemption for the Refunded Bonds to be given in the manner provided by the General Bond Ordinance.

**SECTION 8. Remaining Moneys in Escrow Fund.** Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by the Indenture and this Agreement and shall be transferred to the Issuer.

**SECTION 9. Rights of Owners of Refunded Bonds.** The escrow created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

**SECTION 10. Fees of Escrow Agent.** In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of the Escrow Obligations, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or

by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

**SECTION 11. Enforcement.** The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

**SECTION 12. Successor Escrow Agents.** If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, shall promptly appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

**SECTION 13. Successors Bound.** All covenants, promises, and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

**SECTION 14. Records and Reports.** The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the

receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Bonds.

**SECTION 15. Amendments.** This Agreement may be amended with the consent of the Issuer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Bonds or the Refunded Bonds to be “arbitrage bonds”.

**SECTION 16. Louisiana Law Governing.** This Agreement shall be governed by the applicable laws of the State.

**SECTION 17. Termination.** This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

**SECTION 18. Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 19. Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first above written.

**CITY OF SHREVEPORT,  
STATE OF LOUISIANA**

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

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

WITNESSES:

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

**REGIONS BANK,  
as Escrow Agent**

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

WITNESSES:

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

**SCHEDULE A-1**

**SCHEDULE OF ESCROW SECURITIES PURCHASED WITH EXISTING FUNDS**

**SCHEDULE A-2**

**SCHEDULE OF ESCROW SECURITIES PURCHASED WITH BOND PROCEEDS**

**SCHEDULE B**

**ESCROW CASH FLOW AND PROOF OF SUFFICIENCY**

**SCHEDULE C**

**DEBT SERVICE ON REFUNDED BONDS**

**SCHEDULE D**

**COSTS OF ISSUANCE**

**EXHIBIT D**

**FORM OF PARITY CERTIFICATION**

\$ \_\_\_\_\_

**TAXABLE WATER AND SEWER REVENUE REFUNDING BONDS, SERIES 2022  
OF THE CITY OF SHREVEPORT, STATE OF LOUISIANA**

Pursuant to Section 2.06 of Ordinance No. 95 of 2016 adopted by the City Council, acting as the governing authority, of the City of Shreveport, State of Louisiana (the “**Issuer**”) pursuant to an ordinance adopted on October 11, 2016, as amended and restated by Ordinance No. 4 of 2017 adopted on January 24, 2017 (collectively, the “**General Bond Ordinance**”), the undersigned Mayor and Director of Finance of the Issuer do hereby certify as follows in connection with the issuance and delivery of the above-captioned issues of bonds (the “**Bonds**”):

1. Capitalized terms used in this certification shall have the meaning assigned thereto in the General Bond Ordinance and (b) Series Ordinance No. \_\_\_ under the General Bond Ordinance, adopted \_\_\_\_\_, 2022 (collectively, the “**Bond Ordinance**”) that authorizes the issuance of the Bonds.
  
2. The undersigned have reviewed the financial statements of the City for the Fiscal Year ended December 31, 2021, which is the Fiscal Year immediately preceding the date of issuance of the Bonds, and the calculation of the Net Revenues for such Fiscal Year is shown in the following table:

Revenues of the System	\$ _____
Less: Operating Expenses of the System	\$ _____
Plus: Depreciation and Amortization	\$ _____
<b>NET REVENUES</b>	<b>\$ _____</b>

3. The average Annual Debt Service on all outstanding issues of Senior Lien Bonds and Junior Lien Bonds, together with the proposed Annual Debt Service on the Bonds, and the resulting coverage ratios based on the Net Revenues for FY2021, as calculated in accordance with Section 2.06 of the General Bond Ordinance are shown in the following table:

	<u>Senior Lien Bonds</u>	<u>Junior Lien Bonds</u>
Average Annual Debt Service prior to the Bonds	\$ _____	\$ _____
Average Annual Debt Service including Bonds	\$ _____	\$ _____
Average of both Senior and Junior Lien Bonds	\$ _____	\$ _____
Coverage Ratio based on FY2021 Net Revenues.	\$ _____	\$ _____

4. The payments required to be made into the various funds provided in Section 6.01 of the General Bond Ordinance are current as of this date.
5. No Event of Default under the General Bond Ordinance or under Original General Bond Resolution (as defined in the Bond Purchase Agreement), or under any series resolution or ordinance (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists as of this date.

**IN FAITH WHEREOF**, witness our official signatures on this, the \_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SHREVEPORT,  
STATE OF LOUISIANA**

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

By: \_\_\_\_\_  
**Kasey Brown, Chief Financial Officer**

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHEAST CORNER OF LEGARDY ST. & HAWKINS ST., SHREVEPORT, CADDO PARISH, LA., **FROM R-1-5, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-A, RURAL-AGRICULTURAL 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 on the southeast corner of Legardy St. & Hawkins St., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from R-1-5, Single-Family Residential District to R-A, Rural-Agricultural District**

LOTS A, B, C, D, E, F, G AND H-JAMES PARKER SUBN., SECTION 16, T18N, 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.

21-158-C  
ROBERT JOHNSON

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING NOVEMBER 3, 2021**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, November 3, 2021 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on June 21 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elberson, Secretary  
Laura Neubert  
Rudy Morton  
Gabriel Balderas  
Bill Robertson  
Harold Sater

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Jasmin Samuels, Executive Assistant  
Manushka Desgagne, City Attorney's Office

**Members Absent**

Rachel Jackson

The hearing was opened with prayer by **MR. ROBERTSON**. The Pledge of Allegiance was led by **MS. NEUBERT**.

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. JOSEPH, seconded by MS. NEUBERT, to approve the minutes of the October 6, 2021 public hearing as submitted.**

**The motion was adopted by the following 7-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. NEUBERT Nays: NONE. Absent: Messrs. ELBERSON and Mses. JACKSON.**

**CASE NO. 21-158-C ZONING REQUEST**

Applicant: **Robert Johnson**  
Owner: **George & James Johnson**  
Location: 2443 Hawkins St. (SE corner of Legardy St. & Hawkins St.)  
Existing Zoning: **R-1-5**  
Request: **R-1-5 to R-A**  
Proposed Use: Dwelling- Single-Family

**Representative &/or support:**

**Robert Johnson 2619 Legardy Street, Shreveport, LA 71107**

Mr. Johnson stated he was present in hopes to get the property rezoned to keep his horses where they are currently located.

Ms. Neubert inquired about how long Mr. Johnson lived at the property and if the horses were there the whole time he was at the property.

*draft*

Mr. Johnson responded 21 years and the horses have been there since he was a kid.

Ms. Neubert asked if the property was family property and how many horses he currently had.

Mr. Johnson replied yes, and he had four horses currently.

Ms. Neubert stated if Mr. Johnson was aware of the request in reduction in the number of horses if the application is recommended for approval.

Mr. Johnson stated his daughter involved a place in Grand Cane and this is where some of his horses are going to be moved to. He stated he wants some of the horses to stay with him, but majority will be going to Grand Cane.

Ms. Neubert clarified the total number of horses he could keep at his property were two. She stated it is a little over an acre of the property.

**Opposition:**

Linda Sylvie 2121 Ruby Street, Shreveport, LA 71107

Lillian Washington 2108 Ruby Street, Shreveport, LA 71107

Ms. Sylvie stated she owned property at 2109 Ruby Street, and she owned two vacant lots. She is in opposition of the horses because they could not get suitable zoning. She shared there was zoning for double wide homes once before. She stated it was changed without any notification. Ms. Sylvie stated they cannot get double wide homes, but they are putting horses everywhere they tear a house down. She expressed it is not fair that a horse can be placed where people want to put homes. She clarifies that the horses have not been there for 21 years. She shared that some people did have horses there every so often, but there were only one or two. She stated now they must wake up every morning to run horses out of their yards. She ends with the neighborhood really does not want the horses there. She pointed out on a map where she wished to put a double wide home, which she can no longer afford to do because of the zone change to a singular manufactured home.

Ms. Neubert inquired if anyone else in the neighborhood had horses.

Ms. Sylvie replied they do not. She stated there are horses down Narcissus Drive that get out as well and are in her yard every morning. She shared that she does not know who they belong to.

Mr. Clarke shared with Ms. Sylvie that the staff listened to the concerns of the citizens in the neighborhood in the City of Shreveport and she was right. The ability to request approval for manufactured housing was repealed and it has been reinstated. He shared that every lot in the MLK area is eligible to apply for manufactured housing.

Ms. Washington stated she was against the rezoning because 40 years ago she lived in that same house, and it was clean. She further states that now it is not clean and needs to be cleaned up. She inquired about the economical impact would the zone change bring to the area. Ms. Washington reiterated that she lived at the property before and there were no horses, and it was clean. She presented to the Board where she lived currently which was behind Hawkins and stated there are only four houses on the street she lives on now. She shared she grew up in the area and has been there for 69 years.

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**Rebuttal:**

Mr. Johnson stated he agree with the citizens about the horses getting out, but as long as he can remember, his grandparents and himself have had the horses and they have never got out. He shared with the Board that a fellow neighbor also has horses, and they often get out and wander to the school. Most of the time it is him who gathers them up and gets them back home. He states that people see his face and assume they are his horses. He stated he runs the horses back and that they are back in the woods as well. Mr. Johnson shared with the Board that he tries to help the neighbor keep his horses up, but it is a full-time job.

Mr. Chairman inquired about Mr. Johnson's recommendation on what he think should be done in cases where some people have horses that just roam the neighborhood.

Mr. Johnson replied his neighbor is at the age where he is unable to ride anymore, and he was thinking he would sell the horses. He reiterated he has tried to help him a couple of times, going back there to check on the horses and keep them fed, but it was a wear and tear on him because he works everyday as well. He stated he could not do it anymore and that he has tried for two years to help keep them from getting out, but they get out anytime they get ready. He explained the horses would get not the new neighborhood and they would come to his house about the horses, and he would make it very clear they weren't his horses,

*draft*

but he would get them out the yard. Mr. Johnson stated he lived across from the school and would see the horses. He would get on his four-wheeler to pick them up to keep the peace with everybody.

A motion was made by MR. JOSEPH, seconded by MS. NEUBERT To recommend this application for approval.

The motion was adopted by the following 8-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, ROBERTSON, & SATER and Mses. NEUBERT Nays: NONE. Absent: Mses. JACKSON

**ADJOURN 5:02 p.m.**

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**Winzer Andrews, Chair**

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**Chris Elberson, Secretary**

## STAFF REPORT – CITY OF SHREVEPORT

NOVEMBER 3, 2021

**AGENDA ITEM NUMBER: 10**  
**MPC Staff Member:** Austin Chen  
**City Council District:** A/Tabatha Taylor  
**Parish Commission District:** 2/Johnson

**CASE NUMBER** 21-158-C: **ZONING REQUEST**  
**APPLICANT:** ROBERT JOHNSON  
**OWNER:** George & James Houston  
**LOCATION:** 2443 Hawkins St. (SE corner of Legardy St. & Hawkins St.)  
**EXISTING ZONING:** R-1-5  
**REQUEST:** R-A  
**PROPOSED USE:** Dwelling - Single-Family Detached

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**DESCRIPTION:** The applicant is requesting rezoning of a 1.76-acre tract of land from R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) for Single Family Residential. Adjacent to the east and south are zoned R-1-5, across Hawkins St is zoned R-1-5, across Legardy St is zoned R-1-7.

There are no previous cases on the site or nearby relevant cases.

Nearby neighborhoods include: Martin Luther King, North Highland.

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**REMARKS:** The applicant is requesting rezoning of a 1.76-acre tract of land from R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) for Single Family Residential. The applicant received a violation for keeping horses. According to UDC code 7.3.P, it states "*Keeping of livestock, including the required livestock enclosures, is permitted as an accessory use only in the R-A, R-E, and R-1-12 Districts*". The applicant can have 1 acre for the first horse, and 10,000 square feet for each additional horse. Therefore, to keep horses, it has to be rezoned to R-A or R-E or R-1-12. R-A is the most suitable zoning in this area.

As stated in Article 4.2 of the Unified Development Code (UDC), R-A is defined as "*The intent of the R-A Rural Agricultural District is to permit single-family residences within agricultural areas. All residences within this district must be compatible with surrounding agricultural operations and must maintain and preserve agricultural activities. Regulations are structured to protect the agricultural character of the district.*" The permitted by right uses in R-A zoning district include Agriculture, Animal Shelter – Operated by Public Authority, Bed and Breakfast, Cemetery, Community Center, Community Garden, Conservation Area, Day Care Home, Dwelling – Manufactured Home, Dwelling - Single-Family Detached, Educational Facility - Primary or Secondary, Group Home, Place of Worship, Public Park, Soup Kitchen, Accessory, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Farmers' Market, Temporary Outdoor Events, and Temporary Subdivision Sales Office. As stated in Article 7.3.P of the Unified Development Code (UDC), The following activities are permitted as part of the operation of a horse stable: *Riding*

## STAFF REPORT – CITY OF SHREVEPORT

*lessons, Boarding horses, Renting horses for recreational riding, Therapeutic riding.*

The subject property is in a neighborhood with a semi-rural character; there are several undeveloped lots, several small houses, and some regular single-family houses. At the same time, the subject property is in a large R-1-7, R-1-5 and R-A residential district. North of the subject property are large tracts of R-1-5 and R-A zoning; East, South, and West of the subject property are large tracts of existing R-1-7 and R-1-5 zoning. The subject property is only 600 feet away from the nearest R-A. If this rezoning request is approved, the subject property remains residential. The only change is that the applicant can legally have horses on this property. Therefore, approval of rezoning to R-A would not introduce incompatible uses into the area.

Rezoning from R-1-7 to R-A will not introduce heavier traffic to the neighborhood, the subject property is still residential. Therefore, approval of rezoning is not anticipated to cause heavier traffic to the neighborhood.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zone Residential Low. The R-A Urban Corridor District would be consistent with the intentions of the Master Plan.

In lieu of a Neighborhood Participation Program meeting, the applicant was asked by the MPC Executive Director to secure a petition from the adjacent neighbors indicating their support or that they have no objection to the applicant to have horses at this location. The signed petition has been provided, showing the neighbors' support of the applicant's request. There are twenty-five signatures of the petition; considering the area's population density, twenty-five signatures demonstrate that the horses are welcomed in the neighborhood. However, an opposition letter with four signatures was received on 10/25/2021. Opponents believe that horses are harmful to the local community.

Field observations revealed on October 19, the subject property is in a neighborhood with a semi-rural character with low traffic. There are fences around the horses, that keep the horses contained within the property boundaries.

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### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of R-1-5 (Single-family Residential) to R-A (Rural-Agricultural) is warranted, due to the lack of impact on the area as well as the proposed development fitting the character of the surrounding area.

**Alternatively, based on information provided at the public hearing the MPC may:**

1. Approve the rezoning request for a different zoning type.
2. Deny the zoning request.

## **STAFF REPORT – CITY OF SHREVEPORT**

**PUBLIC ASSESSMENT:** Two spoke in opposition.

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**MPC BOARD**  
**RECOMMENDATION:** The Board voted 8-0 to recommend this application for approval.

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 21152**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, November 3, 2021, 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 and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 21-158-C:** 2443 HAWKINS ST. Application by ROBERT JOHNSON for approval to rezone property located on the southeast corner of Legardy St. & Hawkins St., from R-1-5, Single-Family Residential to R-A, Rural-Agricultural District, being more particularly described as LOTS A, B, C, D, E, F, G AND H-JAMES PARKER SUBN., SECTION 16, T18N, R14W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

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21-158-C

R-A

NARCISSUS

R-1-5

R-1-7

HAWKINS

R-1-5

R-1-5  
to  
R-A

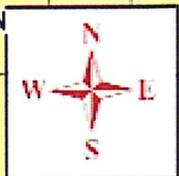
HANNA

THOMAS E HOWARD

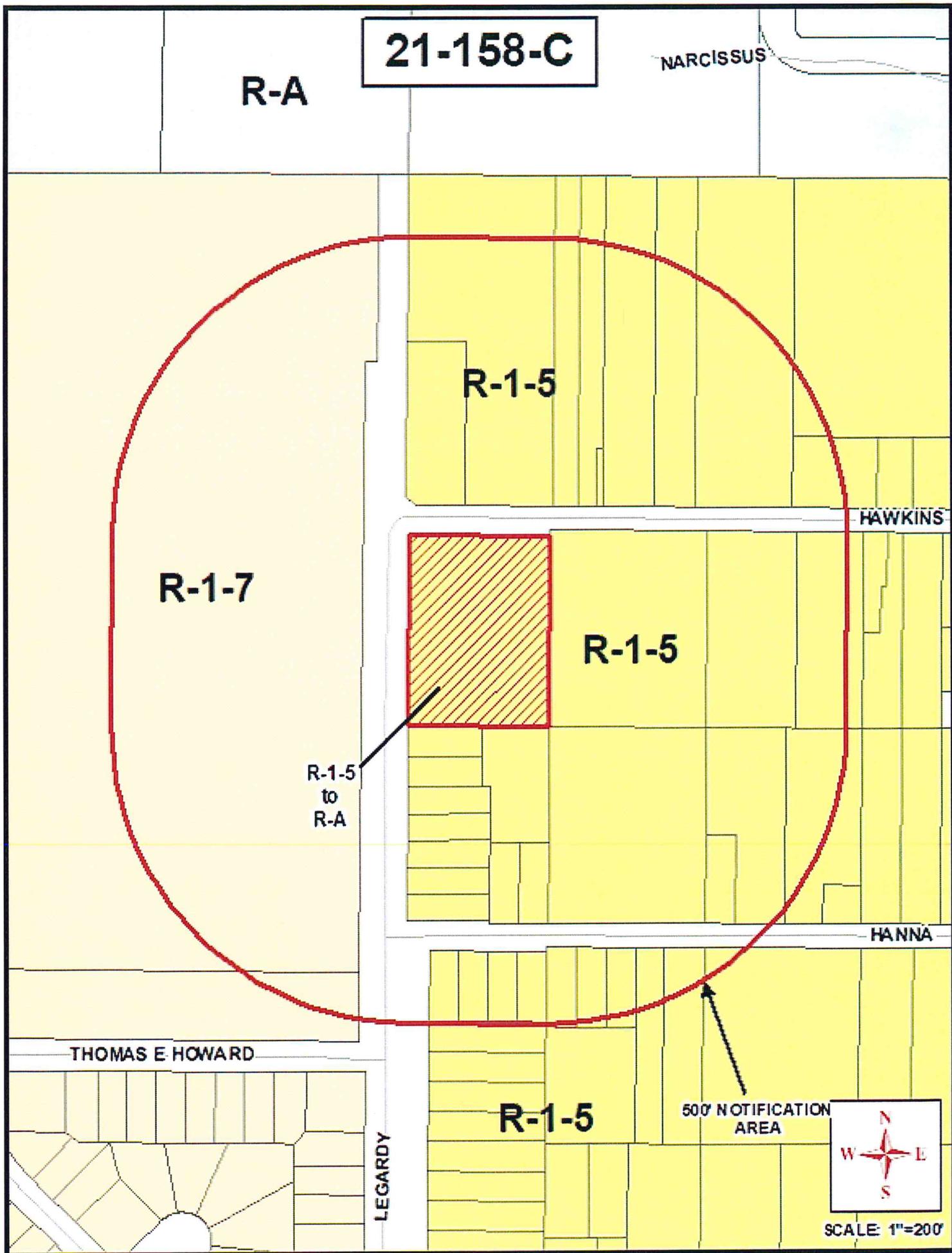
LEGARDY

R-1-5

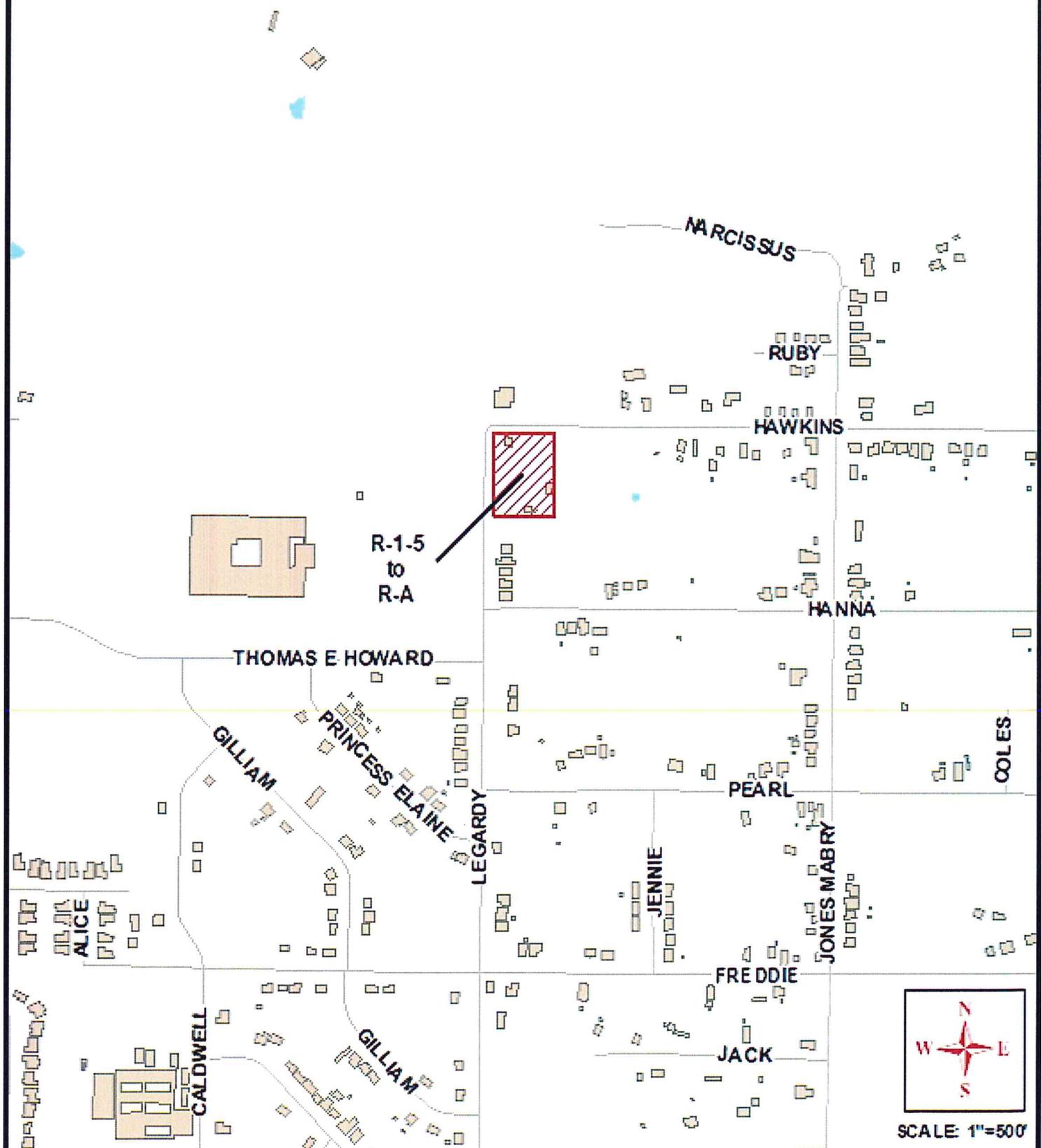
500' NOTIFICATION  
AREA



SCALE: 1"=200'



# 21-158-C AREA REF MAP





SPEED  
LIMIT  
25

SVC

22/10/2021



22/10/2021



22/10/2021

KEEP  
Aug  
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NAME

ADDRESS

SIGNATURE

1. Sherika Marshall (Sherika Marshall) 2609 Legardy St  
Shreveport, LA 71107

2. Kristen Blankenship 2419 Jones Mabry Rd  
Shreveport 71107

3. Dorcas Dotie 1747 Simpkin De Spoot LA  
71107

4. Douglas ~~St~~ 2615 Legard St

5. Anthony May ~~St~~ Jr 2741 Phelps Rd

6. ~~St~~ 3234 Tower Dr.

7. Zackary ~~St~~ 2474 Coburn Lane

8. Deonte Crawford 1731 Avocado Drive

9. Stephanie Ellis 1867 Christopher Glen Shreveport, La 71107

10. Reginald Stroughton 2623 Legardy St Shreveport  
71107

11. Helen Smith - 2627 Legardy St.

21. 19 Legardy St.

12. Savannah Sylutz 3100 Shed rd. C20  
Bossier City, LA 71111

13. Travis Brooks 3100 Shed rd. C20  
Bossier City, LA 71111

14. Valerie S. Dennis 2532 Legardy  
Shreveport, LA 71107

15. Jason S. De 2532 Legardy 71107  
Shreveport, LA

16. Dennis McCullough Sr 2542 Jones Mabry Rd  
71107

17. Anthony McCullough 2542 Jones Mabry Rd  
71107

18. Sunshine McCullough 2536 Legardy St  
71107

19. Travis McCullough Jr 2542 Jones Mabry Rd  
71107

20. Mildred Sylvie 2536 Legardy  
Shreveport, LA 71107

21. Mattie Brown 2536 Legardy  
Shreveport, LA 71107

22. Cynthia Jefferson 2645 David Raines  
Shreveport, LA 71107

23. Charles Jefferson 2540 Legardy St  
Shreveport, LA 71107

24. James Sprain 2542 Legardy  
Shreveport, LA 71107

KEEP

SIGNED

25. Alu Blankenship 2619 Legardy St.

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19. Pa

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10/24/21, 12:57 PM

Gmail - (no subject)



jackie palmer <palm71107@gmail.com>

(no subject)

Jackie palmer <palm71107@gmail.com>  
Draft

Sun, Oct 24, 2021 at 12:53 PM

# OPPOSITION

I'm writing to express my strong opposition to case number 21-158C, the proposed rezoning at the SE corner of Legardy and Hawkins street, which is 2443 Hawkins.

First of all, the property is in a residential area, and horses roam up and down the street leaving horse manure in the street and in neighbors' yards. All times of the day and sometimes at night, horses are galloping up and down the street. This is a safety hazard for vehicles and property owners as well as others who travel Hawkins Street. I have witnessed horses in the middle of the street and almost causing an accident as cars drive on Hawkins street.

This is also an eyesore for tax payers of the properties of Hawkins Street who care about their homes. Horses on the street bring down the property value and that is a concern, as well. This property is directly across from the side of Green Oaks High School and visible to all who travel near Hawkins street.

Rezoning violates the Statue as it is written. The Statue states the following:

## R-A Rural Agricultural Zoning District

The intent of the R-A Rural Agricultural District is to permit single-family residences within agricultural areas. All residences within this district must be compatible with surrounding agricultural operations, and must maintain and preserve agricultural activities. Regulations are structured to protect the agricultural character of the district.

Notice it says "All" residences within this district must be compatible with surrounding agricultural operations, and must maintain and preserve agricultural activities. This is not the case because all do not preserve agricultural activities.

Thank you in advance for not allowing the rezoning and for stepping up to mandate that the horses are not allowed in a residential area.

Signatures

  
Jackie Palmer  
  
Betty J. Caraway  
  
Darwin Holmes



**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		
<b>Project Name:</b>	<b>Associated Case:</b>	
<b>Project Address/Location:</b> 2443 Hawkins St		
<b>Current Zoning District:</b> R-1-S	<b>Proposed Zoning District (if applicable):</b> R-A	<b>Parcel Number(s):</b> 181416033000900
2. CASE TYPE		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
3. PARCEL DESCRIPTION		
<i>(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)</i>		
4. GENERAL LOCATION OF PROPERTY		
<i>(street address and/or frontage, and distance to cross street)</i>		
5. PROPOSED USE OF THE PROPERTY		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
<b>Provide a brief explanation, attach additional sheets, if necessary</b>		



UDC City of Shreveport  
Revised August 21, 2020

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

**II. 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: Robert J Johnson Company: \_\_\_\_\_  
E-mail: Trayrobert@aol.com Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: 2619 Legardy St City: Shreveport State: La Zip: 71107

**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: George Lee Houston Company: \_\_\_\_\_  
Name: James Houston Company: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone: 318-401-6222 Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City: Shreveport State: La Zip: \_\_\_\_\_

**CURRENT PROPERTY OWNER CONTACT INFORMATION:**

Check if Primary Contact

Name: Houston, George Lee + James Lee Company: Houston  
E-mail: \_\_\_\_\_ Phone: 318-401-6222 Fax: \_\_\_\_\_  
Address: 2905 Montana St. City: Shreveport State: La Zip: 71107  
Designee Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

\_\_\_\_ I will represent the application myself; OR  I hereby designate Robert J Johnson (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.

James L. Houston 9/8/21 Robert J Johnson 9/8/21  
Property Owner Signature Date Applicant Signature Date

George S. Houston

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTH SIDE OF BERT KOUNS INDUSTRIAL LOOP EXPY, APPROX. 520' EAST OF LINWOOD AVE., SHREVEPORT, CADDO PARISH, LA., **FROM C-3, GENERAL COMMERCIAL DISTRICT TO C-4, HEAVY COMMERCIAL 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 on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **from C-3, General Commercial District to C-4, Heavy Commercial District**

4.117 ACS. M/L- LOT 1, AUTO BODY EXPRESS COMMERCIAL SUBDIVISION, SECTION 11, 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.

21-199-C  
CROSS DEVELOPMENT

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING JANUARY 5, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, January 5, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met virtually on January 4 for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Curtis Joseph, Vice Chair  
Chris Elberson, Secretary  
Laura Neubert  
Rudy Morton  
Gabriel Balderas  
Rachel Jackson  
Bill Robertson

**Staff Present**

Alan Clarke, Executive Director  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator  
Adam Bailey, Community Planning & Design Manager  
Jasmin Samuels, Executive Assistant  
Manushka Desgagne, City Attorney's Office

**Members Absent**

Harold Sater

The hearing was opened with prayer by **MS. JACKSON**. The Pledge of Allegiance was led by **MS. NEUBERT**.

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 **MS. NEUBERT**, to approve the minutes of the December 1, 2021 public hearing as submitted.

The motion was adopted by the following 7-0 vote: Ayes: Messrs. **ANDREWS, ELBERSON, JOSEPH, MORTON, ROBERTSON**, and Meses. **JACKSON & NEUBERT** Nays: **NONE**. Absent: **BALDERAS, & SATER**

**PUBLIC HEARING**

**CASE NO. 21-199-C ZONING REQUEST**

Applicant: Cross Development  
Owner: Dox Properties  
Location: 400 Blk BERT KOUNS INDUSTRIAL LP (South side of Bert Kouns Industrial Loop Expy., approx. 520' east of Linwood Ave.)  
Existing Zoning: C-3  
Request: C-3 to C-4  
Proposed Use: Vehicle Repair/Service – Major

**Representative &/or support:**

Joe Dell 4336 Marsh Ridge Road, Carrollton, TX 75010

Mr. Dell stated they would like to rezone the property to allow for an automotive repair major use. He stated they agree with the staff's assessments and comments.

*draft*

Ms. Neubert asked about a brief understanding of the difference on how you're operating now compared to how you're going to be operation with this change.

Mr. Dell stated the current zoning is C-3 which he doesn't believe allows an automotive repair major as a use and so they are going to be operating auto body minor, he thinks is oil change places and minor work. He stated they are actually a auto body shop which was presented there a while back. He stated he did not know the outcome of that one, but auto body major is what they are requesting for on this side which is an auto body shop, paint and body.

**Opposition:**

There was no opposition present.

**A motion was made by MR. JOSEPH, seconded by MR. MORTON To recommend this application for approval**

**The motion was adopted by the following 8-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, JOSEPH, MORTON, & ROBERTSON, and Mses. JACKSON & NEUBERT Nays: NONE. Absent: Messrs. SATER**

## STAFF REPORT – CITY OF SHREVEPORT

JANUARY 5, 2022

**AGENDA ITEM NUMBER: 8**  
**MPC Staff Member:** Austin Chen  
**City Council District:** E/Jackson  
**Parish Commission District:** 10/Chavez

**CASE NUMBER 21-199-C: ZONING REQUEST**

**APPLICANT:** CROSS DEVELOPMENT  
**OWNER:** Dox Properties  
**LOCATION:** 400 BLK BERT KOUNS INDUSTRIAL LP (Southside of Bert Kouns Industrial Loop Expy., approx. 520' east of Linwood Ave.)  
**EXISTING ZONING:** C-3  
**REQUEST:** C-3 to C-4  
**PROPOSED USE:** Vehicle Repair/Service - Major

---

**DESCRIPTION:** The applicant is requesting rezoning of a 4.12-acre tract of vacant land from C-3 (General Commercial) to C-4 (Heavy Commercial) for Vehicle Repair/Service - Major. Adjacent to the South, West, and East are zone C-3. Across the Bert Kouns Industrial Loop is zoned C-3.

There is one previous case associated with this property: approval of rezoning to B-3 (Community Business, C-3 under UDC) for a Car Rental and Auto Body Repair Shop (C-68-16). Nearby relevant cases include: approval of rezoning to B-3 (Community Business; C-3 under UDC) for a for B-3 development (C-30-13; C-72-12; C-14-99) and a convenience store (C-59-04), a car wash (C-97-94), a shopping center (C-78-94), and a truck stop/gaming establishment (C-34-95); approval of rezoning to B-2 (Neighborhood Business, C-2 Corridor Commercial under UDC) for a hospital (C-132-83). Denial of rezoning to B-2 for a convenience store (C-54-82).

Nearby neighborhoods include: Boggy Bayou, Brookwood, Southern Hills, Suburban Acres, Wallace Lake Heights.

---

**REMARKS:** The applicant is requesting rezoning of a 4.12-acre tract of vacant land from C-3 (General Commercial) to C-4 (Heavy Commercial) for Vehicle Repair/Service – Major. According to the satellite map from Google, the subject property has been vacant since 1985. There is not any residential within 400 feet. The subject property is entirely surrounded by C-3 business zoning districts.

As stated in Article 4.3 of the Unified Development Code (UDC), C-4 is defined as "The C-4 Heavy Commercial Zoning District is intended for areas of more intense commercial use, including uses related to motor vehicles and those that may require outdoor storage. Because of the impacts from more intensive commercial uses, the district regulations ensure that setbacks, buffering, and site development controls are in place to mitigate negative impacts on neighboring uses." The permitted by right uses in C-4 zoning district include Agriculture, Amusement Facility – Indoor, Amusement

## STAFF REPORT – CITY OF SHREVEPORT

Facility – Outdoor, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Brewery, Broadcasting Facility TV/Radio - With Antennae, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Retail Sales of Alcohol-Beer/Wine, Business Support Services, Car Wash, Commercial Facility For Pop-Up Use, Contractor Office, Cultural Facility, Day Care Center, Distillery, 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, Greenhouse/Nursery – Retail, Healthcare Institution, Heavy Retail, Rental, and Service, Hotel, Industrial - Artisan Industrial Design, Industrial Services, Live Performance Venue, Lodge/Meeting Hall, Medical/Dental Office, Office, Retail Sales of Alcohol-Liquor ,Outdoor Dining, Parking Lot (Principal Use)Parking Structure (Principal Use)Passenger Terminal, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Public Works Facility, Reception Facility, Research and Development, Residential Care Facility, Restaurant Retail Goods Establishment Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Self-Storage Facility – Outdoor, Shelter Housing, Social Service Center, Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Storage Yard – Outdoor Utility, Vehicle Dealership – Enclosed, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Operation Facility, Vehicle Rental – Enclosed Vehicle Rental – With Outdoor Storage/Display, Vehicle Repair/Service– Major, Vehicle Repair/Service – Minor Winery, 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 property is in a large area of a C-3 commercial zoning. The subject property is entirely surrounded by C-3 business districts. The nearest residential area which can be reached by road is approximately 0.3 miles away. Several businesses near the subject property include a gas station, liquor sales, car wash, supermarket, heavy retail, rental, and service, and several fast-food restaurants. All the possible C-4 uses are compatible with what exists in the area. The subject property is on W Bert Kouns Industrial Loop, which is one of the city's heavily traveled thoroughfares, it is also close to one of the interchanges of I-49. Approval of rezoning to C-4 would not introduce incompatible uses into the area.

Regarding the future land use of this site, the Future Land Use Map of the 2030 Great Expectation Master Plan shows the subject property is zoned General Commercial. The C-4 Heavy Commercial District would be consistent with the intentions of the Master Plan. Additionally, the subject property has been vacant since 1985. Allowing the applicant to develop the land may have a positive effect on the economy of the nearby community. It will also strengthen the commercial attributes of the nearby commercial corridor, which may bring more opportunities to the community.

Field observations revealed on December 17; the subject property is still undeveloped. The overall terrain of the subject subdivision area is relatively flat, suitable for Vehicle Repair Shop. A car wash

## STAFF REPORT – CITY OF SHREVEPORT

and gas station are very close to the subject property. If approved, the proposed use would complement the existing automobile service uses in the immediate area. The subject property is surrounded by a robust commercial atmosphere, and there is no residential area directly adjacent to it. Therefore, approval of rezoning to C-4 would not introduce incompatible uses into the area.

---

### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of C-3 (General Commercial) to C-4 (Heavy Commercial) is warranted, due to the compatibility with the surrounding area.

Alternatively, based on information provided at the public hearing the MPC may:

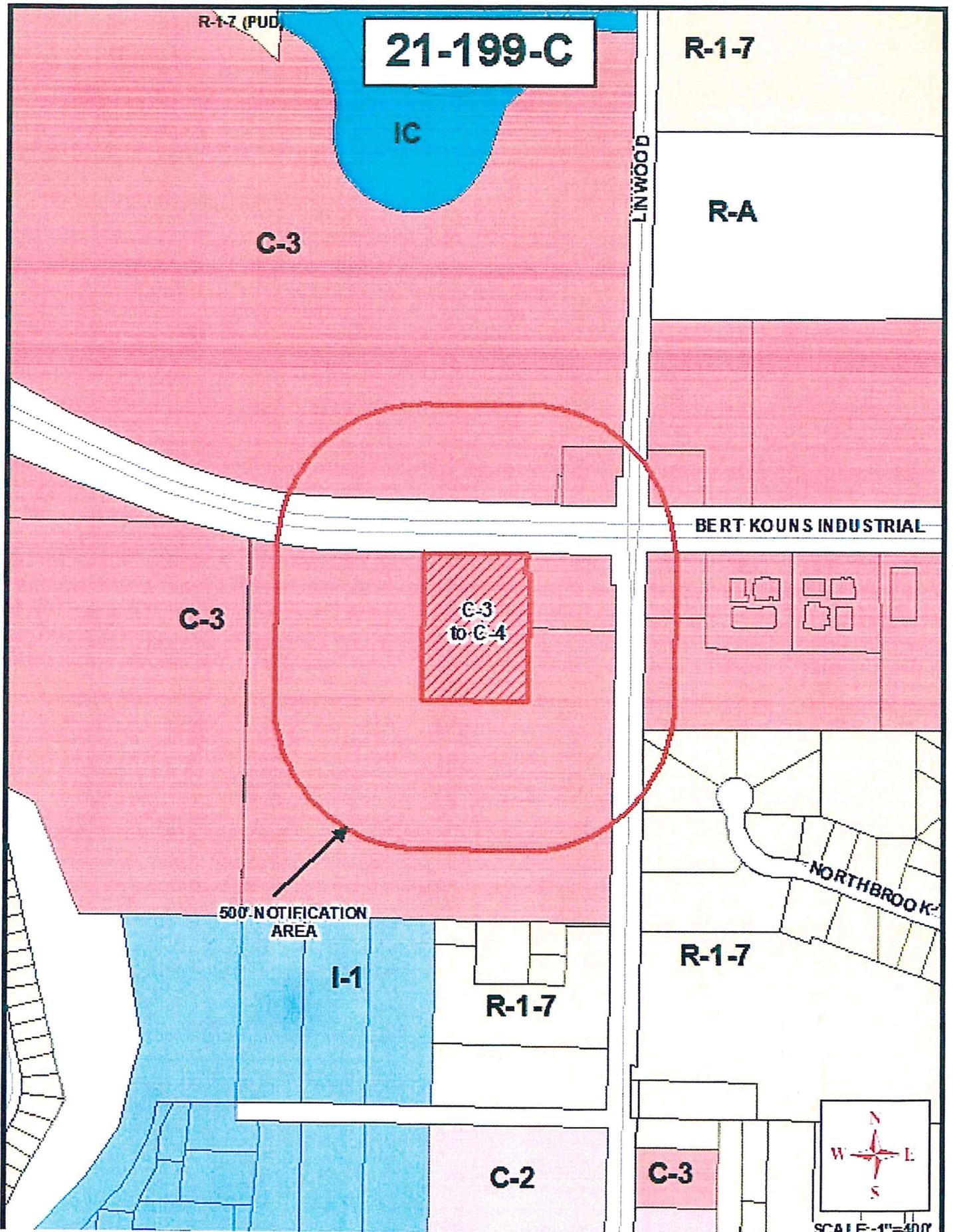
1. Approve the rezoning request for a different zoning type.
  2. Deny the zoning request.
- 

**PUBLIC ASSESSMENT:** One spoke in support. There was no opposition present.

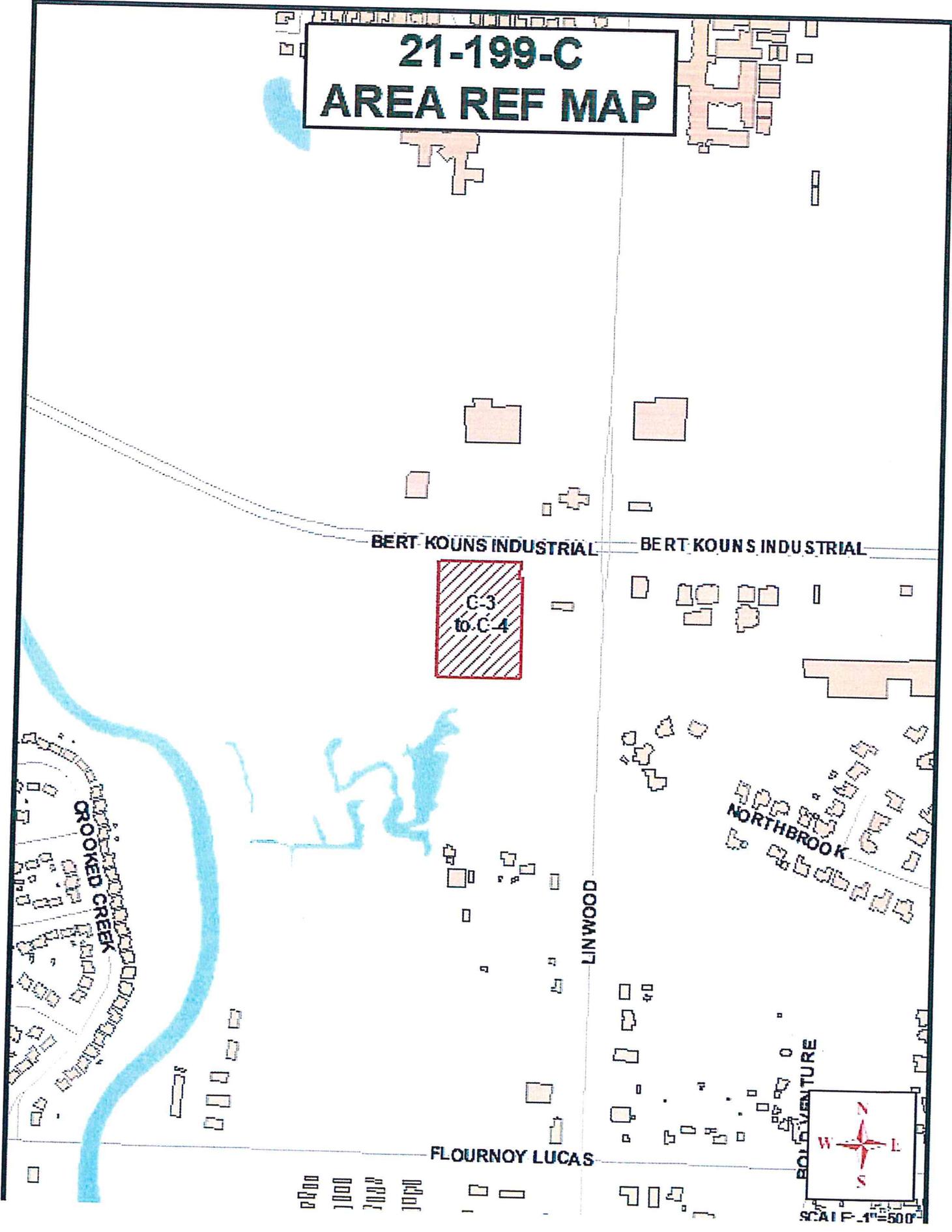
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### MPC BOARD

**RECOMMENDATION:** The Board voted 8-0 to recommend this application for approval.



# 21-199-C AREA REF MAP



BERT KOUNS INDUSTRIAL

BERT KOUNS INDUSTRIAL

C-3  
to C-4

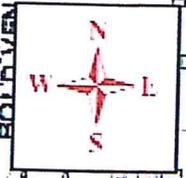
CROOKED CREEK

LINWOOD

NORTHBROOK

FLOURNOY LUCAS

BOLDVENTURE

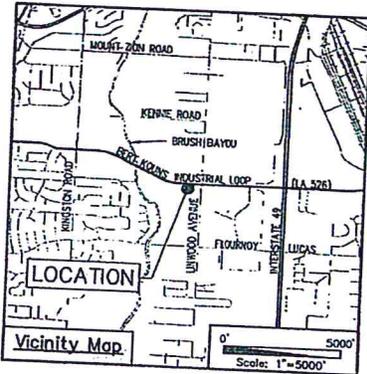


SCALE 1" = 500'

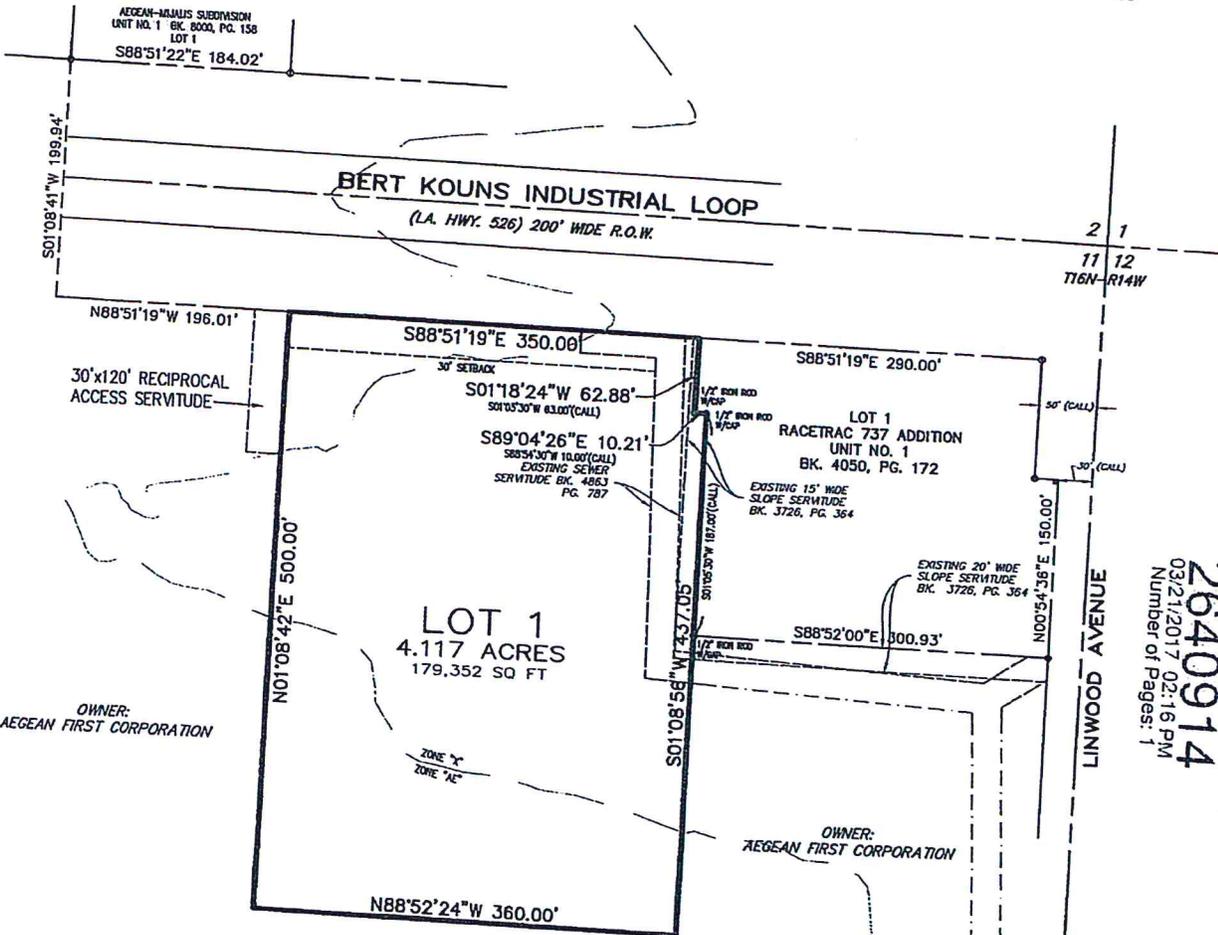


# 8050-63 AUTO BODY EXPRESS COMMERCIAL SUBDIVISION

BEING A 4.117 ACRE (MORE OR LESS) SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 16 NORTH,  
RANGE 14 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.



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.



Mike Spence, Caddo Clerk of Court  
 2640914  
 03/21/2017 02:16 PM  
 Number of Pages: 1

**NOTES:**

1/2" DIA. IRON PIPES SET AT ALL CORNERS UNLESS SHOWN OTHERWISE.

SUBJECT TRACT IS LOCATED IN ZONE "AE" PER FLOOD INSURANCE RATE MAP PANEL NUMBER 22017C0469H DATED MAY 19, 2014. BFE=170.0, MINIMUM FF TO BE 1 FOOT ABOVE BFE.

BEARINGS ARE GRID, LA. NORTH ZONE, NAD '83.

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS SUBDIVISION.

RECORD OWNER:

AEGEAN FIRST CORPORATION

OWNER:  
AEGEAN FIRST CORPORATION



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.

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ORDINANCE NO. 115 OF 1970, AND AMENDMENTS THERETO AND R.S. 33:5051.

APPROVED:

*Gus S. Mijalis*  
GUS S. MIJALIS, PRESIDENT

2/8/17  
Date

*[Signature]*  
City Engineer

3/19/17  
Date

*Johnnie A. Craig*  
Johnnie A. Craig  
Date

PROPOSED  
**ZONING  
CHANGE**  
CALL  
**673-6480**  
METROPOLITAN  
PLANNING  
COMMISSION

2/23/2021



ADDICTION  
HURTS

12/23/2021

12/23/2021



12/23/2021



12/23/2021

# Untitled Map

Write a description for your map.

## Legend





UDC City of Shreveport  
Revised August 21, 2020

**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: _____		
<b>1. DEVELOPMENT INFORMATION</b>		
Project Name: <u>CALIBER COLLISION</u>	Associated Case: <u>N/A</u>	
Project Address/Location: <u>SOUTH SIDE OF BERT KOUNS, 0.7 MILES WEST OF I-49. SEE VIGNITYMAP</u>		
Current Zoning District: <u>C-3</u>	Proposed Zoning District (if applicable): <u>C-4</u>	Parcel Number(s): <u>161411051000100</u>
<b>2. DEVELOPMENT TYPE</b>		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____
<b>3. PLATTING DESIGNATION</b>		
(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)		
<u>SEE THE ATTACHED PLAT &amp; SURVEY</u>		
<b>4. GENERAL LOCATION OF PROPERTY</b>		
(street address and/or frontage, and distance to cross street)		
<u>SOUTH SIDE OF BERT KOUNS, 0.7 MILES WEST OF I-49. I HAVE ATTACHED A VIGNITY MAP</u>		
<b>5. PROPOSED USE OF THE PROPERTY</b>		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
Provide a brief explanation, attach additional sheets, if necessary		
<u>VEHICLE REPAIR SHOP</u>		



UDC City of Shreveport  
Revised August 21, 2020

**Land Development**

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**UDC DEVELOPMENT APPLICATION**

I. ZONING DISTRICT INFORMATION		II. BUILDING USE INFORMATION	
Current Zoning District(s): <b>L-3</b>	Proposed Zoning District(s): <b>L-4</b>	Proposed Building Use(s): <b>VEHICLE REPAIR</b>	
If more than one district, provide the acreage of each: <b>N/A</b>		Existing Building(s) sq. ft. gross: <b>N/A</b>	
Special Purpose Overlay District (if applicable): <b>N/A</b>		Proposed Building(s) sq. ft. gross: <b>16,100 SF</b>	
Total Site Acres: <b>4.119</b>	Total sq. ft. gross (existing & proposed): <b>16,100</b>		
Off-Street Parking Required:	Proposed height of building(s):	Number of stories:	
Off-Street Parking Provided:	Ceiling height of First Floor:		
III. DIMENSIONAL STANDARDS			
Lot Area (square footage): <b>179,424</b>		Lot Coverage (Total Area in square feet): <b>60,350</b>	
Lot Coverage Percentage of Total Lot Area: <b>≈ 33%</b>			
IV. ENVIRONMENTAL REGULATION INFORMATION			
Existing Impervious Surface: <input type="checkbox"/> acres/square feet	Hazard Flood Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Proposed Impervious Surface: <b>60,350</b> acres/square feet	Red River <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Cross Lake Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wetlands <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		



UDC City of Shreveport  
Revised August 21, 2020

**Land Development**

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**UDC DEVELOPMENT APPLICATION**

<p><b>IMPORTANT NOTE ABOUT PROJECT CONTACT</b></p>	<p>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.</p> <p><b>NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:</b> <u>ALL</u> property owners must sign. All <u>property owners</u> 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. <u>If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.</u></p>
<p><b>APPLICANT CONTACT INFORMATION:</b> <span style="float:right">Check if Primary Contact <input type="checkbox"/></span></p> <p>Name: <u>JOE DELL</u> Company: <u>CROSS DEVELOPMENT</u></p> <p>E-mail: <u>JOE@CROSSDEVELOPMENT.NET</u> Phone: <u>214-614-2252</u> Fax: <u>903-774-9444 cell</u></p> <p>Address: <u>4336 MARSH RIDGE RD.</u> City: <u>CARROLLTON</u> State: <u>TX</u> Zip: <u>75010</u></p>	
<p><b>ARCHITECT CONTACT INFORMATION:</b> <span style="float:right">Check if Primary Contact <input type="checkbox"/></span></p> <p>Name: <u>Lance Rose</u> Company: <u>NCA</u></p> <p>E-mail: <u>lance@ncapartners.com</u> Phone: <u>214-3961-9901 x118</u> Fax: _____</p> <p>Address: <u>5646 Milton St Suite 610</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75206</u></p>	
<p><b>ENGINEER CONTACT INFORMATION:</b> <span style="float:right">Check if Primary Contact <input checked="" type="checkbox"/></span></p> <p>Name: <u>MICHAEL KELSCH</u> Company: <u>RALEY AND ASSOCIATES, INC</u></p> <p>E-mail: <u>MIKE@RALEYANDASSOCIATES.COM</u> Phone: <u>318-752-9023</u> Fax: <u>318-752-9025</u></p> <p>Address: <u>4913 SHED RD.</u> City: <u>BOSSIER CITY</u> State: <u>LA</u> Zip: <u>71111</u></p>	
<p><b>CURRENT PROPERTY OWNER CONTACT INFORMATION:</b> <span style="float:right">Check if Primary Contact <input type="checkbox"/></span></p> <p>Name: <u>JAMES STATEN FONTAINE</u> Company: <u>DOX PROPERTIES-SHREVEPORT</u></p> <p>E-mail: <u>J.STATEN.FONTAINE@GMAIL.COM</u> Phone: <u>318-510-7223</u> Fax: _____</p> <p>Address: <u>3701 BENJON ROAD</u> City: <u>BOSSIER CITY</u> State: <u>LA</u> Zip: <u>71111</u></p> <p>Designee Contact Name: <u>J. STATEN FONTAINE</u> Email Address: <u>J.STATEN.FONTAINE@GMAIL.COM</u> Phone Number: <u>318-510-7223</u></p>	
<p><b>PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:</b></p> <p><input type="checkbox"/> I will represent the application myself; OR <input checked="" type="checkbox"/> I hereby designate <u>MICHAEL KELSCH, P.E.</u> (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.</p>	
<p><b>ACKNOWLEDGEMENT:</b></p> <p>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.</p>	
<p> _____</p> <p>Property Owner Signature</p>	<p><u>11/12/21</u></p> <p>Date</p>
<p> _____</p> <p>Applicant Signature</p>	<p><u>11/11/21</u></p> <p>Date</p>

Metropolitan **Planning** Commission

*City of Shreveport | Caddo Parish*

# Unified Development Code Zoning Checklist

A Checklist for Zoning Applications for the Unified Development Code  
(Revised August.21.2020)



**CITY OF SHREVEPORT**  
UNIFIED DEVELOPMENT CODE

**Land Development Department**

505 Travis Street, Suite 440



UDC City of Shreveport  
Revised August 21, 2020

**Land Development**

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

**UDC ZONING CHECKLIST**

The following information is required for all zoning map amendment requests (rezonings). Failure to provide all requested information by the application filing date will result in a significant delay in scheduling your application for MPC Board consideration. Please provide a copy of the completed checklist with your application.

		TO BE COMPLETED BY STAFF
<b>PLAN FORMAT AND GENERAL STANDARDS</b>		
• <b>Application Form.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Application Fee Worksheet.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Subject Property Information with Accurate Parcel Description.</b> The owner must provide enough information about the location of the parcel to enable staff to locate the parcel with reasonable accuracy in relation to its neighbors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Property Ownership and Authorization.</b> Signed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Current Tax Certificate.</b> One copy from all taxing agencies.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Project Representative Designation Completed.</b> If applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Legal Description.</b> Legal identification of the property (i.e., plat and lot number or other legal description).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Owner.</b> Name and address of property owner, developer, and designer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Preparer's Name.</b> Label company name, name, address, and phone number of the plan preparer (e.g., surveyor, engineer, architect, landscape architect, etc.) in the vicinity of the title block..	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>PROPERTY MAP INFORMATION</b>		
• <b>Zoning Location Maps.</b> Two (2) 8-1/2" x 11" Zoning Location Maps at a Scale of 1"= 50' or 100' showing properties and streets at least within 300' of the subject property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>North Arrow.</b> Provide north arrow, graphic scale, and written scale in close proximity to each other. Orient plan so that north is to the top or left-hand side of the sheet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• <b>Title Block.</b> Title block shall be in the lower, right-hand corner of the plan. Label company name, preparer name, address, and phone number of plan preparer (e.g., surveyor, engineer, architect, landscape architect, etc.) in the vicinity of the title block.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(Please refer to MPC web site at [www.shreveportcaddompc.com](http://www.shreveportcaddompc.com) for zoning map information)

CC3825

NOTICE TO THE PUBLIC

Control #22007

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, January 5, 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 and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 21-199-C ZONING REQUEST:** 400 BIK BERT KOUNS INDUSTRIAL LP. Application by CROSS DEVELOPMENT for approval to rezone property located on the south side of Bert Kouns Industrial Loop Expy, approx. 520' east of Linwood Ave., from C-3 General Commercial District to C-4 Heavy Commercial District, being more particularly described 4.117 ACS. M/L- LOT 1, AUTO BODY EXPRESS COMMERCIAL SUBDIVISION, SECTION 11, T16N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

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

**DATE**  
12/21/2021

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

**SPONSOR**  
COUNCILMAN JAMES GREEN

**PURPOSE**

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

**BACKGROUND INFORMATION**

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

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

**TIMETABLE**

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

**ATTACHMENT(S)**

Exhibit A  
Exhibit B

**SPECIAL PROCEDURAL REQUIREMENTS**

**ALTERNATIVES**

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

**RECOMMENDATION**

Approval of this ordinance is recommended.

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

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

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

**BY COUNCILMEMBER: JAMES GREEN**

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney’s Office



**North:**

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

**East:**

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

**South:**

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

**West:**

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

**TITLE**  
**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**DATE**

05/06/2021

**ORIGINATING DEPT./DIV.**

The Office of the City Attorney

**SPONSOR OR COUNCILMEMBER**

COUNCILWOMAN LEVETTE FULLER

**PURPOSE**

This ordinance will amend and update the processes and procedures utilized by the architectural and engineering selection committee relative to the selection of firms to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services for City projects.

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

**ALL****BACKGROUND INFORMATION**

The Architectural and Engineering (A&E) selection committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

An A&E subcommittee was convened for the purposes of discussion and implementation of an updated selection process which will give the members of the selection committee greater opportunity to make selections objectively and provide for greater transparency. These changes will provide for more even dispersion of City contracts to local qualified firms through a more streamlined and detailed qualification based selection process.

**TIMETABLE**

Introduction: **May 11, 2021**

Final Passage: **May 25, 2021**

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

N/A

**SOURCE OF FUNDS**

N/A

**CONCLUSION**

The council may:

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

**FACT SHEET PREPARED BY:**

Thea R. Scott, Deputy City Attorney

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

**AN ORDINANCE TO AMEND CERTAIN PORTIONS OF CHAPTER 26 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO THE ARCHITECTURAL AND ENGINEERING SELECTION PROCESS, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCIL MEMBER: LEVETTE FULLER**

**WHEREAS**, the City of Shreveport's Architectural and Engineering Selection Committee has deemed it desirable and necessary to amend certain provisions of the selection process for firms seeking to provide architectural, engineering, interior design construction management, land surveying and landscape architectural services on City projects of maintenance, construction and other public works.

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due regular and legal session convened, that Chapter 26, Article VI, Division 3 is hereby amended and re-enacted to read as follows:

DIVISION 3. - ARCHITECTURAL AND ENGINEERING SERVICES

\*\*\*

**Sec. 26-241. - Purpose.**

The purposes of this division are to assure that the city selects qualified firms to provide it with architectural, engineering, interior design, construction management, land surveying and landscape architectural services in an open and competitive manner and to provide that firms whose primary business address is in the Shreveport-Bossier metropolitan area are selected to provide these services when they are properly qualified and are experienced in the type of work needed by the city.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-242. - Definitions.**

For the purposes of this division, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

*A/E selection committee* means the architectural and engineering selection committee created under the provisions of this division.

*Architect* means any person registered and licensed to practice architecture under the laws of the state of Louisiana.

*Architectural/engineering (A/E) professional service* means services that are required to be performed by a person or entity of is licensed, registered or certified to perform those services. These services are of an architectural, engineering, interior design, land surveying, construction management or landscape architectural

nature plus incidental services that members of these professions and their employees may logically or justifiably perform. A/E services shall include the following specific but nonexclusive list of services:

- (1) Feasibility studies, project master plans, environmental impact studies or assessments, space studies, preparation of applications for funding, analyses of overhead, operations and maintenance expenses, the preparation of cash flow analyses, rate schedules and economic analyses and such other study and evaluation documents as may be needed for a project;
- (2) Design services to provide drawings, plans, specifications and cost estimates for construction which may include program development, energy analysis, interior design and landscaping;
- (3) Construction layout and staking services;
- (4) Observation and inspection of project construction;
- (5) Construction manager/advisor services, as defined herein;
- (6) Special supplementary work items such as surveys, models, displays or presentations;
- (7) Participation in structured independent review processes, including, but not limited to, cost estimating, project peer review, value engineering and constructability reviews.

*City* means the City of Shreveport, Louisiana, its departments and subdepartments and the city's agencies, boards and commissions.

*City's agencies, boards and commissions* means agencies, boards and commissions that are controlled by or dependent on the city's executive and legislative branches, as well as the metropolitan planning commission.

*Construction manager/advisor* means a design professional who assists, beyond ordinary project inspection and observation, in the management of construction projects for the city.

*Design professional* means any architect, engineer, interior designer, land surveyor, construction manager or landscape architect, as appropriate.

*Engineer* means any person registered and licensed to practice engineering under the laws of the state of Louisiana.

*Interior designer* means any person registered as an interior designer under the laws of the state of Louisiana or any unlicensed person who provides similar services.

*Land surveyor* means any person registered and licensed to conduct land surveying under the laws of the state of Louisiana.

*Landscape architect* means any person registered and licensed to practice landscape architecture under the laws of the state of Louisiana.

*Mayor* means the duly-elected mayor of the city or the mayor pro tem when vested with the powers of the office of the mayor.

*Project* means the description of work as described in the announcement published in the official journal as described in this division.

*User agency* means the city department, board, commission or authority or public utility undertaking a

specific project.

(Ord. No. 203, 1996, 3-11-97)

**Sec. 26-243. - Architectural and engineering (A/E) selection committee**

The competitive selection process for A/E professional services shall be conducted by an eleven (11) member A/E selection committee.

- (a) Director-Members. There shall be five (5) members of the A/E selection committee as follows: The directors of public works, water and sewerage, airports, and the city engineer and the director of the Fair Share Program.
- (b) Citizen-Members. The mayor shall appoint the following three (3) citizen members to the A/E selection committee subject to their confirmation by the city council:
  - (1) Business or Finance - One (1) citizen, who is not a city employee and who holds or has retired from executive or managerial positions in the business or financial community.
  - (2) Architect - One (1) architect who is not a city employee, who resides in Caddo Parish and who is recommended the Shreveport Chapter of the American Institute of Architects.
  - (3) Engineer - One (1) engineer who is not a city employee, who resides in Caddo Parish and who is recommended by the Shreveport Chapter of the American Society of Engineers or the Shreveport Chapter of the Louisiana Engineering Society.
  - (4) These citizen members may serve two (2) consecutive three-year terms from the confirmation of their appointment and until their respective successors are qualified, appointed and confirmed. No citizen appointee shall serve a third consecutive term.
  - (5) The citizen appointees including the architect and the engineer, and their employing firms, if appropriate, shall not be eligible to compete for city A/E contracts or be employed by or be a subcontractor to an A/E firm awarded a contract through the A/E selection process (1) while serving on the A/E selection committee; and (2) for six months after their term of service has ended, and for any additional period of time required by applicable law, including the Louisiana Code of Governmental Ethics.
- (c) City Council-Members. The chairperson of the city council and their city council member designee shall serve as members of the A/E selection committee.
- (d) Six voting members of the A/E selection committee, including at least two of the members named in subsections (b) and (c) above shall constitute a quorum.
- (e) The committee members shall select a chairman who shall serve a one-year term or until their respective successor is elected. An election for chairman shall be held each year.
- (f) The purchasing agent shall serve as a nonvoting member of the A/E selection committee and shall maintain its records.
- (g) When the user agency for a specific project is not otherwise represented on the A/E selection

committee or when specialized expertise is desired by the committee, the mayor may designate one or more persons to serve as nonvoting members of the committee while it considers matters related to that specific project.

**Sec. 26-244. - Architectural and engineering contract amount**

- (a) This process shall apply to all architectural/engineering (A/E) professional services contracts negotiated by any city agency, board, commission or authority when the initial amount of the contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00.
- (b) All contracts for A/E professional services where the initial amount of such contract exceeds \$100,000.00 or when the initial amount of the contract is less than \$100,000.00 but the scope of work is likely to increase so that the final contract amount exceeds \$100,000.00 shall be selected on a competitive basis based on the qualifications of the firm, its employees or individual design professionals and any other relevant criteria, except that price shall not become a factor until after selection.

**Sec. 26-245. - Architectural and engineering selection process.**

- (a) It shall be the policy of the city to publicly announce all requirements for the competitive selection of A/E professional services and to negotiate contracts for those services on the basis of demonstrated competency, qualifications.
- (b) When it is determined that the city needs to obtain A/E services, the mayor shall require that the announcement for such services be published in the official journal, transmitted via the City's electronic bid notification and procurement system, published on the official website for the City of Shreveport and mailed to each member of the city council. This announcement shall invite all interested parties to submit within a specified time (minimum of 25 calendar days) letters of interest in being selected for this specific project, together with a Form SF 330 describing the firm or individual's experience related to the project and such other information as the announcement may specify. The notice shall contain a general description of the project and an estimated fee range for the contract, if known. These submittals shall include the relevant pages of the SF 330 form and any information which is deemed relevant by the A/E firm or which has been requested in the city's official notification. They should include a description of the firm's experience on similar projects, its current workload with the city, and (when known) the personnel who the firm intends to assign to the project.
- (c) The A/E selection committee may conduct interviews with up to five of the submitting firms if it

finds that such interviews are warranted and will assist in the selection process. When interviews are held, no member or representative of a submitting firm or individual for the project under consideration who is not being interviewed shall be present.

- (d) Once the A/E selection committee has evaluated all of the submittals received relative to a project, it shall recommend up to three firms to the mayor and shall submit the list of firms in order of preference.
- (e) For all contracts, the mayor shall then select any one of the firms recommended to him by the A/E selection committee and direct the relevant department, agency or commission to negotiate a contract with the selected firm for services for a fee or at rates of pay fair to both parties.
- (f) Once the mayor has selected an A/E firm from the list submitted to him by the A/E selection committee, the committee shall notify all firms which submitted letters of interest on the project of the selection which has been made.
- (g) Should the mayor or his designee be unable to negotiate a satisfactory contract with any one of the firms or individuals recommended by the A/E selection committee, negotiations with that firm or individual shall be terminated and the A/E firm or individual notified in writing of the reason(s) therefor. The mayor may then direct the appropriate persons to negotiate with either one of the remaining A/E firms recommended for the project by the A/E selection committee. If the mayor is unable to reach a satisfactory agreement with any of the firms recommended by the A/E selection committee for a project then the A/E selection committee shall be required to reopen the selection process by publishing a new announcement as required by subsection (9) herein and submit a new list of firms to the mayor.
- (h) The mayor shall cause the A/E selection committee to:
  - (1) Provide notice and an agenda of all meetings to each Council Member at the time committee members are notified;
  - (2) Provide each council member with a copy of the minutes of each meeting which shall include all recommendations of the committee, and
  - (3) Produce a report for the council and to deliver to the clerk of council by April 1, July 1, October 1, and January 1 for the prior three months showing the names of the A/E firms selected during the previous three months, the dollar amount of each contract, and amendments to each contract, the names of the firms submitted to the mayor and not selected for each project and other information requested by the chairman of the council or the chairman of the audit and finance committee. This report shall also include the names of A/E firms selected during the previous three months for which the initial contract amount was less than \$100,000.00, the initial dollar amounts of each contract and subsequent amendments to it and the purpose of the work. This report shall also include

the total amount of fees awarded by the city for professional services within the past four years for each firm or individual design professional providing A/E professional services.

**Sec. 26-445. Evaluation Criteria**

- (a) The A/E selection committee shall evaluate all submittals from A/E firms to determine the firms which it considers most qualified for and suited to perform the work.
- (b) Numerical factors ranging from one (1) to five (5) shall be assigned to the following criterion on the basis of the City's priorities and conception of the importance of each factor in the completion of a successful project:
  - (1) Capability to perform all or most aspects of the project
  - (2) Recent experience with comparable City of Shreveport projects
  - (3) Firms reputation for integrity and competence
  - (4) Fair share participation pursuant to City Code of Ordinances Secs. 2-401-426
  - (5) Key personnel's professional qualifications essential to the work to be performed
  - (6) Current workload
  - (7) Qualifications of Sub-Consultants
  - (8) Team work Location (find joint venture language)
  - (9) Understanding of program or project including potential challenges and the City's special concerns, if any
  - (10) Past performance on City projects including meeting deadlines
    - a. If there has been no performance on past City projects, the City may solicit past performance information from all available sources including, references and clients identified by the firm.
    - b. References other than those identified by the firm may be contacted and considered in the evaluation process.
  - (11) Location of assigned staff office relative to project
- (c) The political activities of a design professional or firm of design professionals, including support for or against a candidate for city elective office, shall not be a consideration in the selection process.

**Sec. 26-246. – Prequalification**

- (a) Firms or individual design professionals wishing to be selected for professional services by the city shall submit annually to the city a statement of their qualifications and interest. General information and/or information about a firm's interest and expertise in specific project areas (streets, drainage, parks, airports, buildings, etc.) shall be submitted on a Form SF 330 (Architect-Engineer and Related Services Questionnaire) or on such other form as may provide similar

information which is acceptable to the A/E selection committee. Firms may provide updated SF 330 forms or other relevant information to the city at any time. All firms or individual design professionals with current SF 330 Forms on file will be sent a notification of public announcement for each project via the City's electronic bid notification and procurement system.

**Sec. 26-246. – Prohibited Communications Prior to Selection**

- (a) There shall be a prohibition on communications by all submitting firms and/or their representatives with City staff, the Mayor and staff, council members and staff and members of the selection committee at any time prior to the selection of a firm for professional services.
- (b) This does not apply to oral communications at pre-submittal conferences, oral presentations before the selection committee, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning the competitive selection process.

**Sec. 26-247. – Post project evaluation**

A post project evaluation shall be conducted following completion of any project for which an award has been made by the A/E committee. Post project evaluations shall be utilized in a firm's evaluation for any future projects pursuant to Sec. 26-445(b)(10). The following criterion may be considered in post project evaluations:

- (a) Planned duration of awarded project vs. actual duration of awarded project
- (b) Project efficiency and timeliness of completion
- (c) Causes for any delay in the completion of the awarded project, if any
- (d) Budgeted or planned cost for awarded project vs. actual cost for awarded project
- (e) Reasons for increased costs, if any
- (f) Quality of work performed
- (g) Compliance with specifications of project
- (h) Adherence to all local, state and federal regulations during the completion of the awarded project
- (i) Compliance with all local, state and federal safety regulations during the completion of the awarded project
- (j) Ability to address foreseeable and unforeseeable risks during the completion of the awarded project

Secs. 26-248—26-264. - Reserved.

**BE IT FURTHER ORDAINED** that the remainder of Chapter 26, of the City of Shreveport Code of Ordinances shall remain unchanged and in full force and effect.

**BE IT FURTHER ORDAINED** that if any provision or item of this ordinance or the application thereof

is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and to this end, the provisions of this ordinance are hereby declared severable.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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OFFICE OF THE CITY ATTORNEY

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

**PURPOSE**

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

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

Introduction: **June 8, 2021**

Final Passage: **June 22, 2021**

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

N/A

**SOURCE OF FUNDS**

N/A

**CONCLUSION**

The council may:

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

**FACT SHEET PREPARED BY:**

Thea R. Scott, Deputy City Attorney

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

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

**BY COUNCIL MEMBER: FULLER**

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

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

\*\*\*

**Chapter 22 – BUILDINGS AND BUILDING REGULATIONS**

**ARTICLE I- IN GENERAL**

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

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

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

\*\*\*

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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OFFICE OF THE CITY ATTORNEY

**ORDINANCE NO. 94 OF 2021**

**AN ORDINANCE TO REPEAL SECTION 50-212 (a)(10) AND TO AMEND SECTION 50-212 (b) OF ARTICLE V OF THE CODE OF ORDINANCES OF THE CITY OF SHREVEPORT RELATIVE TO THE SMOKEFREE AIR ACT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMAN JAMES FLURRY**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (a) (10) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby repealed in its entirety.

**BE IT FURTHER ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, regular and legal session convened, that Section 50-212 (b) of Article V of the Code of Ordinances of the City of Shreveport relative to the Smoke-Free Air Act is hereby amended to read as follows:

Sec. 50-212. - General smoking prohibitions; exemptions.

\* \* \* \*

- (b) Nothing in this article shall prohibit smoking in any of the following places:
  - (1) Private homes, private residences, and private automobiles; except that this subsection shall not apply if any such home, residence, or vehicle is being used for childcare or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation in which case smoking is prohibited.
  - (2) Any retail tobacco business.
  - (3) Cigar or Hookah bars.
  - (4) The outdoor area of places of employment, except as follows:
    - a. As provided in subsection (a)(4), and
    - b. Except that the owner or manager of such business may post signs prohibiting smoking in any such outdoor area, which shall have the effect of making that outdoor area an area in which smoking is prohibited under the provisions of this article.

- (5) Any Gambling facility in which gaming operations are permitted to occur upon a riverboat, except smoking is limited to designated gaming areas relative to riverboats as defined in La. R.S. 27:44; at land-based casinos, at a facility, including bars licensed for the operation of electronic video draw poker devices, at an eligible facility licensed for the operation of slot machines, by a licensed charitable organization, or at a pari-mutuel wagering facility or off-track wagering facility which is licensed for operation and regulated under the provisions of Chapters 4 and 11 of Title 4 and Chapters 4, 5, 6 and 7 of Title 27 of the Louisiana Revised Statutes of 1950, or any other gaming operations authorized by law.

**BE IT FURTHER ORDAINED** that the remainder of Chapter 50, Article V of the Code of Ordinances shall remain unchanged and in full force and effect.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

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

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

**DATE****ORIGINATING DEPARTMENT**

Shreveport Police Department

**COUNCIL DISTRICT**

City-wide

**SPONSORS****PURPOSE**

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

Introduction:      October 12, 2021  
Final Passage:     October 26, 2021

**ATTACHMENTS**

2

**SPECIAL PROCEDURAL REQUIREMENTS**

N/A

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Approval of this ordinance is recommended.

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

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

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

**BY COUNCILMEMBER:**

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

**Sec. 10-69. - Fee and term.**

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

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

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<p><b><u>TITLE</u></b> An ordinance to amend Chapter 58, Article IV, Division 1 and Chapter 78, Article VIII, Division 1 of the City of Shreveport, Louisiana, Code of Ordinances relative to litter and dumping, and to otherwise provide with respect thereto.</p>	<p><b><u>DATE</u></b> November 9, 2021</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>  <b><u>COUNCIL DISTRICT</u></b> City-wide <b><u>SPONSORS</u></b> Councilmembers James Green and Tabatha Taylor</p>
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**PURPOSE**  
This ordinance amends the penalties in Sec. 58-118 and Sec. 78-322 of the Code of Ordinances.

**BACKGROUND INFORMATION**  
This ordinance increases the maximum penalty for littering in Chapter 58; the fine increases from \$1,000.00 to \$1,500.00, imprisonment from 10 days to 30 days, and community service from four to twelve eight-hour days. In addition, the maximum penalty for littering on vacant lots is increased to \$2,500 for a first offense and \$5,000.00 for a second or subsequent offense, imprisonment is increased to 60 days, and community service to twenty-four eight-hour days.

This ordinance also increases the maximum penalty for littering and dumping in Chapter 78; the fine increases from \$500.00 to \$1,500.00, imprisonment from 10 days to 30 days and community service from four to twelve eight-hour days.

<p><b><u>TIMETABLE</u></b> Introduction: November 9, 2021 Final Passage: December 14, 2021</p>	<p><b><u>ATTACHMENTS</u></b> None</p>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
NA

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

**RECOMMENDATION**  
Councilmembers James Green and Tabatha Taylor recommend that the City Council adopt this ordinance.

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

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

**AN ORDINANCE TO AMEND CHAPTER 58, ARTICLE IV, DIVISION 1 AND CHAPTER 78, ARTICLE VIII, DIVISION 1 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES RELATIVE TO LITTER AND DUMPING, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBERS: JAMES GREEN AND  
TABATHA TAYLOR**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 58 – Nuisances, Article IV. Litter, Division 1. Generally, Sec. 58-118 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

**Sec. 58-118. Penalty for violations of article.**

Any person convicted of violating the provisions of this section shall be punished by a fine not to exceed \$1,500.00 or imprisonment for not more than thirty days, or both. In lieu of imprisonment, such person may be required to perform up to twelve eight-hour days picking up trash or refuse, or performing other court-approved community service activities. Except, any person convicted of violating Sec. 58-138 shall be punished by a fine not to exceed \$2,500.00 for the first offense, a fine not to exceed \$5,000.00 for the second or any subsequent offense, or imprisonment for not more than sixty days, or both. In lieu of imprisonment, such person may be required to perform up to twenty-four eight-hour days picking up trash or refuse, or performing other court-approved community service activities. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

**BE IT FURTHER ORDAINED** that Chapter 78 – Streets, Sidewalks and Other Public Places, Article VIII. Cross Lake, Division 1. Generally, Sec. 78-322 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

**Sec. 78-322. Littering or dumping prohibited; penalty.**

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(b) Any person convicted of violating the provisions of this section shall be punished by a fine not to exceed \$1,500.00 or imprisonment for not more than thirty days, or both. In lieu of imprisonment, such person may be required to perform up to twelve eight-hour days picking up trash or refuse, or performing other court-approved community service activities.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office