NOTICE OF PUBLIC MEETING
Notice Posted: 4/8/2022 12:00 PM

Public Notice: Notice is hereby given that the City Council of the City of Shreveport shall hold its Administrative Conference on Monday, April 11, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, April 12, 2022, at 3:00 P.M. Both meetings will be held in the Government Chamber at Government Plaza (505 Travis Street).

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**ADMINISTRATIVE CONFERENCE**

**April 11, 2022**

***AND***

**CITY COUNCIL MEETING AGENDA**

**April 12, 2022**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE AND CITY COUNCIL MEETING
   March 21, 2022 March 22, 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

**Jarvis Morgan – Public Works Assistant Director**

**Lenard Adams – Bureau Chief of Workforce Development**

**Marcia Nelson – Bureau Chief of Housing Business Development**

**Human Relations Commission - MarvKevea Campbell, Lonnie McCray, Felice Williams**

**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 24

Authorizing the employment of legal counsel to represent the City of Shreveport, and to otherwise provide with respect thereto. amendment no. 1

Documents:

j. marshall jones resolution.pdf

RES 44

Authorizing the Mayor to execute an Off-Airport Land Lease between the City of Shreveport and the Federal Aviation Administration and to otherwise provide with respect thereto amendment no. 1

Documents:

llwas council resolution and fact sheet (003).pdf
llwas lease (revised (2-22).pdf
shv remote station 9 - white paper (1)
9598230584300926176898723058430092637180 73.pdf
doc0638732020050708145910354230584300926371920 3.pdf
proposed llwas site 9 - sfd sta1310355.pdf
6560.21a (1).pdf

RES 46

To congratulate and celebrate Zeta Phi Beta Sorority, Incorporated Zeta Iota Zeta Chapter for their 60 years of dedicated service, and to otherwise provide with respect thereto. (G/Bowman)

Documents:

zetaphibetasority.pdf

RES 47

Proclaiming April 11-15, 2022 to be National Community Development Week and otherwise providing with respect thereto

Documents:

cd week - resolution.pdf

RES 48

To commend the AmeriCorps Seniors Southern University at Shreveport Caddo/Bossier/Desoto Foster Grandparent Volunteer Program, to recognize May 5, 2022, as AmeriCorps Seniors Foster Grandparent Volunteer Day, and to otherwise provide with respect thereto. (A/Taylor, F/Green, G/Bowman)

Documents:

res fgp.pdf

RES 49

Calling upon the federal government to urgently address the student loan crisis and enact a plan to cancel student loan debt and begin the transition to education as a public good, and otherwise providing with respect thereto. (A/Taylor)

Documents:

res student loans.pdf

RES 50

To support House Bill No. 774 filed in the 2022 regular session of the Louisiana Legislature relative to expungements for certain amounts of possession of marijuana, and to otherwise provide with respect thereto. (A/Taylor)

Documents:

res hb 774.pdf

RES 51

To congratulate and celebrate Elizabeth “Ellie” Franks for being named Region 6 8th Grade Student of the Year in the State of Louisiana, and to otherwise provide with respect thereto. (C/Nickelson)

Documents:

res ellie franks.pdf

RES 52

To thank President Biden for committing the United States to accepting 100,000 Ukrainian refugees and to convey the City of Shreveport’s willingness to receive and warmly welcome those refugees, and to otherwise provide with respect thereto. (C/Nickelson)

Documents:

res ukrainian refugees.pdf

RES 53

To support the development of Passenger Rail Service From Fort Worth, TX through the City of Shreveport, LA to Atlanta, GA along the I-20 Corridor, and to otherwise provide with respect thereto.

Documents:

amtrak resolution - sportran.pdf

RES 54

Endorsing grant application submission to the U.S. Department of Transportation to secure funds from 2022 discretionary grant funding and to otherwise provide with respect thereto.

Documents:

sportran - grant legislation.pdf

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

RES 55

Authorizing the execution of a retainer agreement with Attorney Scott J. Chafin, relative to certain consent decree matters and to otherwise provide with respect thereto.

Documents:

chafin resolution.pdf

RES 56

Authorizing the approval of a price change and entering a contract with Hol-Mac Corporation for the purchase of eighteen (18), 25 cubic yard rear loaders packers, and otherwise providing with respect thereto.

Documents:

hol-mac resolution.pdf
hol-mac corp- exhibit a.pdf
hol-mac corp- hol-mac corporation- exhibt e.pdf
hol-mac corp-hol-mac bid-exhibit d.pdf
hol-mac corp-ifb 21-005 cy rear loader packers award memo1130- exibit c.pdf
hol-mac corp-ifb 21-005 signed dept memo-exhibit b.pdf

RES 57

Authorizing the Mayor of the City of Shreveport to sign a consent of the assignment by Pine Wave Energy Partners Operating, LLC of an oil and gas lease to Silver Hill Haynesville E&P, LLC, and to otherwise provide with respect thereto.

Documents:

pine wave (oil and gas lease assignments resolution and fact sheet) - final.pdf
2003061 - copy.pdf
2003058.pdf
2864971 - copy.pdf

RES 58

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Flower Bed Maintenance - Hollywood/Monkhouse, Elvis Presley Blvd., and Kennedy/Broadway Bid RFQ #22-509 and to otherwise provide the respect thereto.

Documents:

res - reject bids - rfq 22-509 flower bed maintenance - hollywood-monkhouse - elvis presley blvd - kennedy-broadway.pdf

RES 59

Authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Replace Roof on Lucas Administration Building Bid RFQ #22-516 and to otherwise provide with respect thereto.

Documents:

res - reject bids - rfq 22-516 replace roof on lucas administration building.pdf

RES 60

Adopting the System Survey and Compliance Questionnaire required by the Legislative Auditor's Office of the State of Louisiana and to provide with respect thereto.

Documents:

audit questionnaire resolution.pdf
attachment 1 - audit resolution.pdf
attachment 2 - audit resolution.pdf

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

ORD 47

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

Documents:

district b tulane avenue capital projects.pdf

ORD 48

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (B/Fuller)

Documents:

district b tulane avenue ssrf.pdf

ORD 49

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:

ord. budget amendment ssrf 2022 pines road.pdf

ORD 50

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

Documents:

2022 new capital project pines road.pdf

ORD 51

Levying and authorizing the collection of a tax of 11.3180 mills per dollar on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022, for the purpose of paying principal and interest on the outstanding general obligation bonds of the City of Shreveport, and to otherwise provide with respect thereto.

Documents:

debt service ad valorem 22.pdf

ORD 52

Levying and authorizing the collection of various taxes totaling 17.770 mills per dollar on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022, in the amounts and for the purposes described herein, and to otherwise provide with respect thereto.

Documents:

special ad valorem taxes 22.pdf

ORD 53

Levying and authorizing the collection of a tax of 9.040 mills per dollar on all property subject to ad valorem taxation within the bounds of the Downtown Development District, of the City of Shreveport, Louisiana, as defined by LA. R. S. 33:2740.38, for the year 2022, in the amounts and for the purposes described herein, and to otherwise provide with respect thereto.

Documents:

dda ad valorem tax 22.pdf

ORD 54

To amend Chapter 46 (Medical Services) Section 102 - Application Procedure (5) Vehicle Compliance of the Shreveport, Louisiana Code of Ordinances, and to otherwise provide with respect thereto.

Documents:

ambulance ordinance legislation.pdf

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

ORD 37

An ordinance to create and establish the intersection of Fern Loop and Fern Circle as a stop intersection, and to otherwise provide with respect thereto.(C/Nickelson)

Documents:

fern circle_stop_fact sheet and ordinance.pdf

ORD 39

Amending the 2022 budget for the General Fund and otherwise providing with respect thereto (F/Green)

Documents:

district f kennedy drive gf.pdf

ORD 40

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

Documents:

district f evers drive improvements capital projects.pdf

ORD 41

Amending the 2022 budget for the Streets Special Revenue Fund and otherwise providing with respect thereto. (F/Green)

Documents:

district f evers and kennedy drive ssrf.pdf

ORD 42

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

Documents:

capital project - b20001 valencia spray park.pdf
exhibit a.pdf

ORD 43

Amending the 2022 Airport Capital Improvements Fund Budget and to otherwise provide with respect thereto

Documents:

airport ordinance 43 - revised.pdf

ORD 44

To amend Chapter 38, Article II, Division 4, Section 31 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the abatement of inoperable vehicle violations and to otherwise provide with respect thereto

Documents:

enivromental court - inoperable vehicle ordinance revision.pdf

ORD 45

To amend Section 38.5-6 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the issuance of summons to the Environmental Court and to otherwise provide with respect thereto

Documents:

enivromental court - summons ordinance revision.pdf

ORD 46

To amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets, and to otherwise provide with respect thereto. (E/Jackson)

Documents:

williamson way.png

williamson way legislation.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 amendment no. 3 (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 149

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

Documents:

abo 1.pdf

11. **APPEALS**

A. PROPERTY STANDARDS APPEALS: NONE

B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS: NONE

C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE

D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

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

13. **CLERK'S REPORT**

**The following letters of appointments were received from the Mayor's office on April 1, and April 7, 2022, and are subject for confirmation on April 26, 2022. · Zoning Board of Appeals · Jacoby Marshall, Bernie Woods**

14. **ADDITIONAL COMMUNICATIONS**

**A. Additional Communications from the Mayor**

**B. Additional Communications from Council Members**

15. **EXECUTIVE SESSION: APRIL 11, 2022**

**Balentine Ambulance Services Inc v City of Shreveport, et al.,**

**Case No. 633264 – B,**

**First Judicial District Court, Caddo Parish, Louisiana**

16. **ADJOURNMENT**

_____

**James Green, Chairman**

_____

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

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

**TITLE**
**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**

**DATE**
October 18, 2021

**ORIGINATING DEPARTMENT**
Department of Community Development

**CITY COUNCIL DISTRICT**
**A**

**SPONSOR**

**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:**

_____

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."

R E C I T A L S

**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 Stated 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<br>505 Travis<br>Shreveport, Louisiana 71101<br>Attention: Bonnie Moore<br>Telephone: (318) 673-5900 |
| To Lessee: | Shreveport HP Allendale, LLC<br>c/o ITEX Development, LLC<br>3735 Honeywood Trail<br>Port Arthur, Texas 77642<br>Attention: Christopher A. Akbari<br>Telephone: (409) 724-0020<br>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**

Perrin St

Garden

Myrtle St

Myrtle St

Sycamore St

Boisseau St

Pierre Av

Logan St

Denver St

Anna St

Abbie St

Park Av

Poland St

1814350910021 00

1814350910049 00

1814350920130 00

1814350920119 00

1814350920135 00

1814350920117 00

1814350920116 00

1814350920137 00

1814350920110 00

1814350920136 00

1814350920132 0

1814350930016 00

1814350930015 00

1814350930013 0

1814350930011 0

1814350930009 0

1814350930052 0

1814350930021 00

1814350930022 00

1814350930025 0

1814350930026 0

1814350930027 0

1814350930028 0

1814350930029 0

1814350930030 0

1814350930031 0

1814350930033 0

1814350930034 00

1814350930042 00

1814350930043 00

1814350940042 00

1814350940020 00

1814350940048 00

1814350940018 00

1814350940017 00

1814350940016 00

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1814351270035 00

1814351270040 00

1814351270041 00

1814351270054 00

1814351270047 00

1814351270046 00

1814351240020 00

1814351240019 00

1814351240018 00

1814351240017 00

1814351240045 00

1814351240031 00

1814351240046 00

1814351240049 00

1814351240029 00

1814351240030 00

1814351230010 00

1814351230008 00

1814351230007 00

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1814351230004 00

1814351230003 00

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1814351230034 00

1814351230035 00

1814351230045 00

1814351230044 00

1814351250048 00

1814351250090 00

1814351250091 00

1814351250088 00

1814351250075 00

1814351250085 00

1814351250093 00

Legend

Caddo Assessor Lots

Caddo Pavement

Adjudicated Property

City-Owned Property

N

W

E

S

0 150 300 Feet

= Sites Under Site Control

# City of Shreveport

Copyright 2021. The City of Shreveport assumes no responsibility or legal liabililty 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.

#1325 - dthomas - 6/11/21

| 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<br>REVIEWING AGENCY<br>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 s $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.

**FINANCES**

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

**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.**



Resolution No. _____ of 2022

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

**TITLE**

Authorizing the employment of legal counsel to represent the City of Shreveport, 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"), and other matters concerning litigation.

**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**

**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 other matters concerning litigation; 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:**

_____

City Attorney's Office

# FACT SHEET

| TITLE | DATE | ORIGINATING DEPARTMENT |
|---|---|---|
| **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | February 20, 2022 | Airport/Fire Department<br>**COUNCIL DISTRICT**<br>G<br>**SPONSOR** |

**PURPOSE**

To authorize the execution of an Off-Airport Land Lease between the City of Shreveport ("Lessor") and the Federal Aviation Administration ("FAA") ("Lessee") for the development, construction, operation, and maintenance of a Low-Level Wind-shear Alert System (LLWAS) on a 20 x 20 ft. section of City owned land on Fire Station #13 near Shreveport Regional Airport (SHV).

**BACKGROUND INFORMATION**

The United States Government, acting by and through Federal Aviation Administration ("FAA"), has notified the Shreveport Airport Authority ("SAA") that with the recent extension of Runway #6 at SHV, there is a need to install an additional LLWAS tower to provide full LLWAS coverage to the expanded runway. This in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields An LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and landing onto an airfield. The FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower. The installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport.

The FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower. The FAA will run separately metered electricity to the tower, and will pour concrete to set the pole and equipment as part of the construction. The area surrounding the tower will be completely fenced in for safety purposes. The FAA will not pay rent for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment. The term of this Off-Airport Land Lease will extend to September 30, 2037. The Shreveport Fire Department has confirmed with SAA administrative staff and the City Attorney's Office that the section of land on the grounds of Fire Station #13 is available for construction of the tower.

Pursuant to Louisiana state law, this Off-Airport Land Lease must be approved by the City Council prior to execution.

Louisiana La. R.S. 52:2 provides that:

"The state or any state agency *or subdivision may donate or convey to the United States any lands,* movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

(1) The improvement and maintenance of the navigation of natural waterways;

(2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;

(3) Flood control works;

*(4) Airports, flying fields, landing fields,* parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a municipality…*"

**TIMETABLE**

Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENTS**

| | |
|---|---|
| Exhibit "A" | Off-Airport Land Lease |
| Exhibit "B" | FAA LLWAS White Paper Relocation/Sustainment Meteorological Site Survey |
| Exhibit "C" | Google Map Image with Drawing of Proposed Site – Photo #1 |
| Exhibit "D" | Google Map Image with Drawing of Proposed Site – Photo #2 |
| Exhibit "E" | FAA Siting Order #6560.21A |

**SPECIAL PROCEDURAL REQUIREMENTS**

NA

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the resolution.

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

**RESOLUTION NO._____ OF 2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN OFF-AIRPORT LAND LEASE BETWEEN THE CITY OF SHREVEPORT AND THE FEDERAL AVIATION ADMINISTRATION AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**WHEREAS**, The United States Government, acting by and through Federal Aviation Administration ("FAA"), has notified the Shreveport Airport Authority ("SAA") that with the recent extension of Runway #6 at SHV, there is a need to install an additional Low Level Wind-shear Alert System (LLWAS) tower to provide full LLWAS coverage to the expanded runway in accordance with FAA Sitting Order #6560.21A, relating to the guidelines for the required placement of LLWAS towers on airfields; and

**WHEREAS**, an LLWAS tower monitors wind shear and other weather patterns and assist pilots and aircraft on approach and safely landing onto an airfield; and

**WHEREAS**, the FAA has identified an off-airport site, on city property on the grounds of Fire Station #13 near SHV that is suitable for the installation of this tower; and

**WHEREAS**, the installation of this device on Fire Station #13, in the landing range for aircraft of Runway #6 at SHV, is necessary for the safety and protection of aircraft and passengers arriving at our regional airport; and

**WHEREAS,** the FAA requests to lease an approximately 20 x 20 foot section of land on the grounds of Fire Station #13 for the construction of this tower; and

**WHEREAS**, the FAA will pay no monetary consideration in the form of rental for this lease; however, the FAA will be responsible for the installation, operation and maintenance required of the LLWAS tower and appurtenant equipment during the course of the lease term; and

**WHEREAS**, the term of this Off-Airport Land Lease will extend to September 30, 2037; and

**WHEREAS,** the Shreveport Fire Department has confirmed with SAA Administrative Staff and the City Attorney's Office that the section of land on the grounds of Fire Station #13 is available for construction of the LLWAS tower; and

**WHEREAS,** pursuant to Louisiana La. R.S. 52:2:

""The state or any state agency *or subdivision may donate or convey to the United States any lands*, movable or immovable property, rights of way, or servitudes which they may own or acquire for use by the United States in connection with

(1) The improvement and maintenance of the navigation of natural waterways;

(2) The construction, improvement, and maintenance of artificial navigable waterways, river and harbor works;

(3) Flood control works;

*(4) Airports, flying fields, landing fields,* parks, forest preserves, canals, irrigation districts, hospitals, agricultural experiment and research stations, military posts and for any military purposes.

In the case of property owned by Louisiana or any state board, commission, department or agency, the transfer or conveyance shall be performed jointly by the governor and the register of the state land office, with the consent and approval of the lieutenant governor or the attorney general. *The commission council or other governing body of a municipality shall transfer or convey property owned by a*

*municipality.* In the case of a parish, the parish governing authority shall transfer or convey the property, and in the case of any other subdivision of the state the governing body shall transfer the property. (*Italicization* of phrasing for emphasis); and

**WHEREAS**, under the requirements of this statute, the Shreveport City Council, as the governing body of the municipality, must authorize the transfer or conveyance of property owned by the municipality to the FAA,

**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 Off-Airport Land 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:

_____

City Attorney's Office

**OFF AIRPORT LAND LEASE**

**Between**

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL AVIATION ADMINISTRATION**

**And**

**CITY OF SHREVEPORT, LOUISIANA**

**Lease No. 697DCM-20-L-00133**
**(SHV) LLWAS No. 9**
**Shreveport, Louisiana**

## SECTION 6.1: OPENING

### 6.1.1 Lease Preamble (09/2020)

This Lease is hereby entered into by and between City of Shreveport, Louisiana, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the "Government". The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor and Contract and Lease are interchangeable with each other.

### 6.1.3 Lease Witnesseth (09/2020)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

### 6.1.4-3 Off Airport Leased Premises (09/2020)

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

**LOW LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) FACILITY SITE**

A tract of land consisting of a portion of Lot 2, Cottonwood Subdivision Unit 2, as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana, being located in Section 25, Township 17 North, Range 15 West, and being more particularly described as follows:

Commence at a found ½" iron rod at the Southeast corner of said Lot 2, Cottonwood Subdivision Unit 2, as as recorded in Book 3500, Page 236, Conveyence Records of Caddo Parish, Louisiana; Thence North 88º53′35″ West a distance of 80.87 feet along the South line of said Lot 2; Thence North 01º06′25″ East a distance of 18.93 feet to a set ½" iron pipe being the Point of Beginning of the tract herein described; Thence North 88º53′35″ West a distance of 40.00 feet to a set ½" iron pipe; Thence North 01º06′25″ East a distance of 25.00 feet to a set ½" iron pipe at the edge of an existing concrete driveway; Thence South 88º53′35″ East a distance of 40.00 feet along the edge of said concrete driveway to a set ½" iron pipe; Thence South 01º06″25″ West a distance of 25.00 feet to the Point of Beginning of the tract being herein described, and containing 0.023 acres, more or less.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

**SECTION 6.2: TERMS**

**6.2.5 Term (09/2020)**

To have and to hold, for the term commencing on February 1, 2022 and continuing through September 30, 2037 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

**6.2.6-1 Consideration (No Cost) (09/2020)**

The Government shall pay the Lessor no monetary consideration in the form of rental. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

**6.2.7 Termination (09/2020)**

The Government may terminate this real estate contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date.

**6.2.14 Holdover (09/2020)**

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

**6.2.16 Lessor's Successors (09/2020)**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

## SECTION 6.3: GENERAL CLAUSES

### 3.2.5-1 Officials Not To Benefit (09/2020)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

### 3.3.1-15A1 RE Assignment of Claims (09/2020)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign his rights to be paid under this lease.

### 6.3.18-1 Restoration (09/2021)

A. The Government shall surrender possession of the premises upon vacation of the premises. The Government at its option shall either:
i. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this contract or any preceding contract (ordinary wear and tear, damage by natural elements or by circumstances over which the Government has no control, excepted) or,
ii. The Government may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the contractor, so long as it is determined by the RECO to be in the best interests of the Government or,
B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.
C. Nothing in this contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

### 6.3.25 Quiet Enjoyment (09/2020)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government’s use and enjoyment of said premises against third party claims.

### 6.3.30 Hold Harmless (09/2021)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

### 6.3.33 Covenant Against Contingent Fees (09/2020)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

**6.3.34 RE Anti-Kickback (09/2020)**

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

**6.3.35 Examination of Records (09/2020)**

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

**6.3.36 Subordination, Nondisturbance and Attornment (09/2020)**

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees,

with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**6.3.37 Notification of Change in Ownership or Control of Land (09/2020)**

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

**6.3.39 Integrated Agreement (09/2020)**

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

**6.3.45 RE Lease Contract Disputes (09/2020)**

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

**6.3.47 Clearing/Disposing of Debris (09/2020)**

A. The Government shall notify the Lessor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Lessor grants the Government the right and privilege to enter upon the Lessor's land in order to cut, trim, tip, shape and maintain to the maximum, height of 5'4" above ground level, any trees situated within the LLWAS and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's LLWAS facility will be subject to the Government's granted privilege. Coordination with the Lessor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by its contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

**SECTION 6.4: FINANCIAL CLAUSES**

**6.4.1 System for Award Management - Real Property (SAM Waiver) (09/2020)**

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

**6.4.2 Payment by Electronic Funds Transfer (09/2020)**

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

**SECTION 6.9: SECURITY CLAUSES**

**6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

(a) Definitions. As used in this clause--

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably
believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that

will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**6.9.5-1 Covered Telecommunications Equipment or Services - Representations (01/2021)**

(a) *Definitions*. As used in this clause, "covered telecommunications equipment or services" has the meaning per the Clause 6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) *Procedures*. The Lessor must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

**(c) *Representations*.**

**(1) The Lessor represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.**

**(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.**

**6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (01/2021)**

**NOTE**: The Lessor must not complete the representation at paragraph (d)(1) in this clause if the Lessor has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(1). Additionally, the Lessor must not complete the representation at paragraph (d)(2) in this clause if the Lessor has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in Clause 6.9.5-1 Covered Telecommunications Equipment or Services – Representation (c)(2).

(a) Definitions. As used in this clause--
*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.
Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring

or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The Lessor must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

**(d) Representations.**

**(1) The Lessor represents that it _____ will, _____ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this lease/agreement.**

**(2) After conducting a reasonable inquiry for purposes of this representation, the Lessor represents that it _____does, _____does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Lessor must provide the additional disclosure information required at paragraph (e) if the Lessor indicates "does".**

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this clause-
If the Lessor has responded "will" in the representation in paragraph (d) (1) of this clause, the Lessor must provide the following information as part of the lease—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this clause;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this clause. Disclosure for representation in paragraph (d) (2) of this clause. If the Lessor has responded "does" to paragraph (d)(2) of this clause, the Lessor must provide the following information as part of the lease/agreement—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this clause.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this clause.

**SECTION 6.10: CLOSING**
**6.10.1 Notices (09/2020)**

All notices/correspondence must be in writing, reference to the Lease number, and be addressed as follows:

TO THE LESSOR:
City of Shreveport, Louisiana
5103 Hollywood Avenue, Suite 300
Shreveport, LA 71109

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, TX 76177

**6.10.3 Signature Block (09/2020)**

This Lease shall become effective when it is fully executed by all parties.

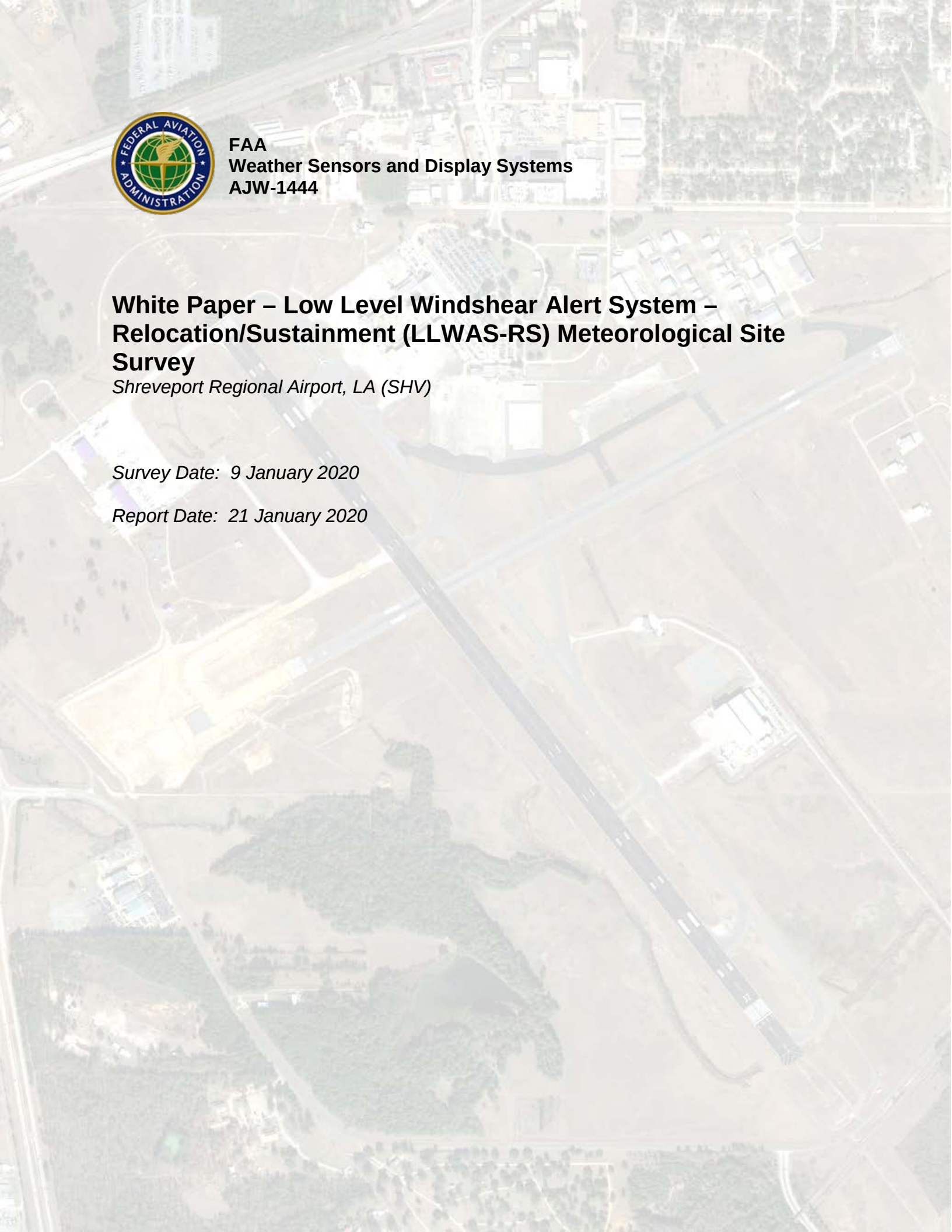
In witness whereof, the parties hereto have signed their names.

| | |
|---|---|
| CITY OF SHREVEPORT, LOUISIANA | UNITED STATES OF AMERICA<br>DEPARTMENT OF TRANSPORTATION<br>FEDERAL AVIATION ADMINISTRATION |
| _____ | _____ |
| Print Name:_____ | Melinda J. Taber |
| Title:_____ | Real Estate Contracting Officer |
| Date_____ | Date:_____ |

**PUBLIC AUTHORIZATION CERTIFICATE**

On this _____ day of _____, 2022, I _____ certify that I am the _____ of the **City of Shreveport, Louisiana** named in the attached agreement; that _____ who signed said agreement on behalf of the **City of Shreveport, Louisiana** is _____ of said **City of Shreveport, Louisiana**; that said agreement was duly signed for and on behalf of **City of Shreveport, Louisiana** by authority of its governing body, and is within the scope of its powers.

Signed _____



**FAA**
**Weather Sensors and Display Systems**
**AJW-1444**

# White Paper – Low Level Windshear Alert System – Relocation/Sustainment (LLWAS-RS) Meteorological Site Survey

*Shreveport Regional Airport, LA (SHV)*

*Survey Date: 9 January 2020*

*Report Date: 21 January 2020*

## Background

There are currently plans for an 850ft extension to Runway 06 at SHV. With the proposed extension, the runway will not be properly protected by the Low Level Windshear Alert System (LLWAS) in accordance with the Siting Order (FAA Order 6560.21A). The LLWAS Siting Order states that the protection must be provided out to a point 2,500 feet beyond the runway threshold. With an 850 foot extension, protection will only be provided out to 2,300 feet. Based on this information, one additional sensor will be required with the runway extension. The purpose of this report is to document potential sites for the additional remote station.

## Analysis

A formal site survey was conducted at SHV on 9 January 2020 with representatives from AJW-1444 and Central Service Area (CSA) NAS Planning & Integration. A thorough search was performed to identify potential sites that would meet the siting requirements set forth in FAA Order 6560.21A. These potential sites were surveyed and documented and make up the remainder of this report.

## Conclusions/Recommendations

In order for SHV LLWAS-RS to comply with FAA Order 6560.21A, an additional remote station should be located at either the preferred site, alternate site, or within the site search area described in this report.

If a site cannot be acquired at either of the preferred or alternate sites, it is imperative that the LLWAS Siting Meteorologist be contacted at (405) 954-0974. In the case of this system, slight deviations from location recommendations could severely impact the operations of the SHV LLWAS-RS. Constructing the new pole at a different location without first coordinating with the LLWAS Siting Meteorologist could result in the construction of a useless site. Such construction would be both costly and time consuming.

**SHV Remote Station Site Search Area #9 (Preferred Site)**

| Latitude: 32° 26’ 28.84” N | | Longitude: 93° 51’ 15.86” W |
|---|---|---|
| ☒ GPS Accuracy: ± 5 m | ☐ Estimated Method: | ☐ Other |
| Physical Description: City of Shreveport Fire Station #13. South side of property. | | |




| | |
|---|---|
| **PROTECTED RUNWAY:** | 06-24 |
| **BOUNDARIES:** | See map above for preferred site |
| **PROPERTIES:** | City of Shreveport<br>Contact: Stacy Kuba, Shreveport Airport Authority<br>(318) 673-5370 |
| **POWER:** | Underground. Transformer at fire station |
| **ACCESSIBILITY:** | Public roads and fire station parking lot |
| **OBSERVED SOIL STRUCTURE:** | Appears stable and well drained |
| **TERRAIN FEATURES:** | Flat |

**SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd**

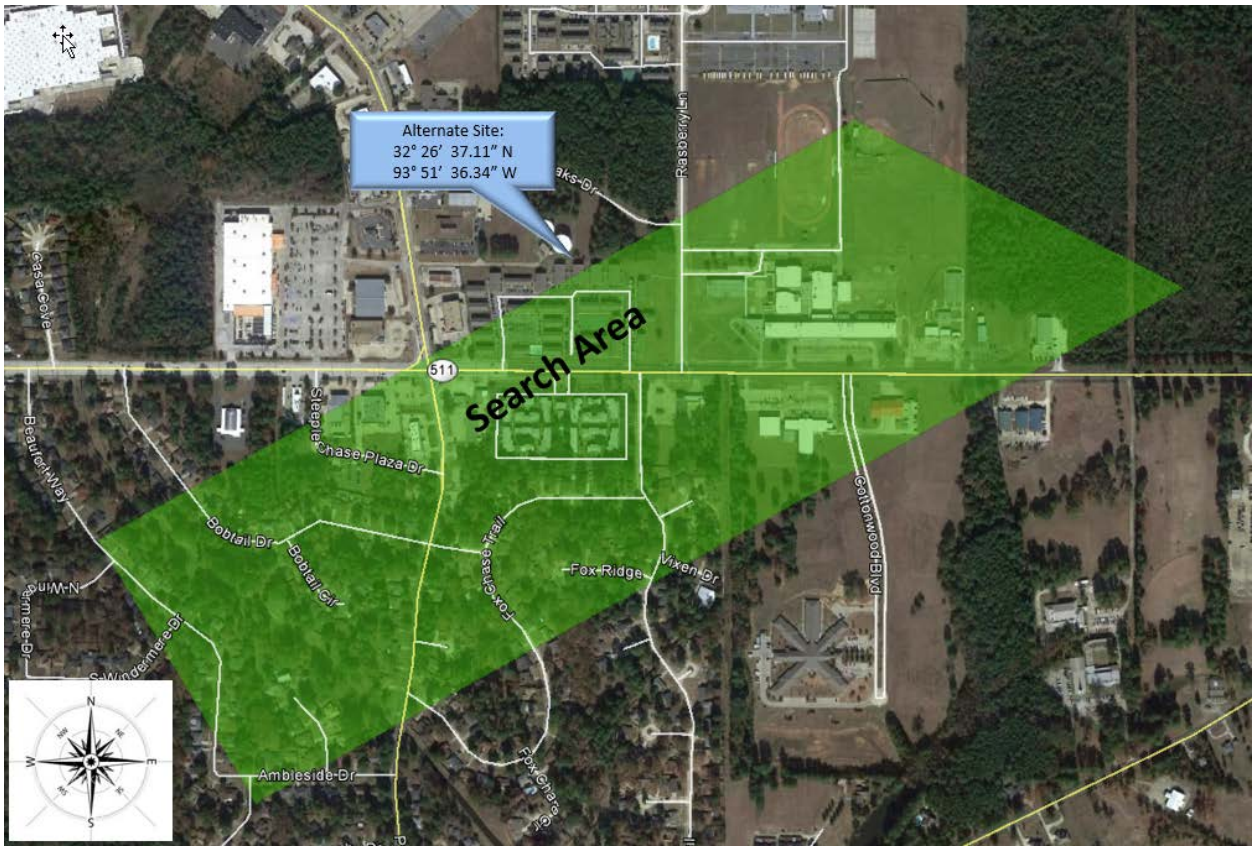
| **Preferred Site** |
| --- |
|  |
| **Recommended Pole Height** |
| Comments: 130 feet. |

**SHV Remote Station Site Search Area #9 (Preferred Site) – Cont'd**

| **OBSTRUCTIONS:** | | |
|---|---|---|
| View North |  | **Trees:**<br>Height: 75-85 feet, Distance: 300 feet.<br>**Fire Station:**<br>Height: 25 feet, Distance: 100 feet. |
| View East |  | **Trees:**<br>Height: 75-85 feet, Distance: 300 feet. |
| View South |  | **Trees:**<br>Height: 75-85 feet, Distance: 500 feet. |
| View West |  | **Trees:**<br>Height: 70-80 feet, Distance: 700 feet.<br>**Church Building:**<br>Height: 25 feet, Distance: 400 feet. |
| **REMARKS:** None | | |

**SHV Remote Station Site Search Area #9 (Alternate Site)**

| Latitude: 32° 26’ 37.11” N | | Longitude: 93° 51’ 36.34” W |
|---|---|---|
| ☒ GPS Accuracy: ± 5 m | ☐ Estimated Method: | ☐ Other |
| Physical Description: City of Shreveport, Department of Water Utilities | | |




| | |
|---|---|
| **PROTECTED RUNWAY:** | 06-24 |
| **BOUNDARIES:** | See map above for alternate site and search area |
| **PROPERTIES:** | City of Shreveport |
| **POWER:** | Overhead with transformer nearby |
| **ACCESSIBILITY:** | Public roads |
| **OBSERVED SOIL STRUCTURE:** | Appears stable and well drained. |
| **TERRAIN FEATURES:** | Flat |

**SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd**

| **Alternate Site** |
| --- |
|  |
| **Recommended Pole Height** |
| Comments: 130 feet. |

**SHV Remote Station Site Search Area #9 (Alternate Site) – Cont'd**

| OBSTRUCTIONS: | | |
|---|---|---|
| View North |  | **Water Tanks:**<br>Height: 42 feet, Distance: 80 feet.<br>**Trees:**<br>Height: 70-75 feet, Distance: 225 feet. |
| View East |  | **Apartment Buildings:**<br>Height: 30 feet, Distance: 45 feet.<br>**Trees:**<br>Height: 75-85 feet, Distance: 250 feet. |
| View South |  | **Apartment Buildings:**<br>Height: 30 feet, Distance: 45 feet. |
| View West |  | **Trees:**<br>Height: 60-65 feet, Distance: 150 feet. |
| **REMARKS:** None | | |


Concrete pad
Fence
Power easement (buried)
25'
40'
Google


Concrete pad
Power easement (buried)
50'
30'

**ORDER**

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

6560.21A

12/4/89

SUBJ: SITING GUIDELINES FOR LOW LEVEL WINDSHEAR ALERT SYSTEM (LLWAS) REMOTE FACILITIES

1. PURPOSE. This order transmits siting guidelines for locating sites and determining pole heights for Low Level Windshear Alert System (LLWAS) remote anemometer stations (appendixes 1-3).

2. DISTRIBUTION. This order is distributed to branch level in the Program Engineering Service and to division level in the System Maintenance Service in Washington headquarters; to branch level in the regional Airway Facilities divisions (except AAL and AEU); to branch level in the FAA Depot and Facility Support Division at the Mike Monroney Aeronautical Center; and to Director level at the FAA Technical Center.

3. CANCELLATION. Order 6560.21, Siting Guidelines for Low Level Wind Shear Alert System (LLWAS) Remote Facilities, dated 2/19/88, is canceled.

4. BACKGROUND. The LLWAS is designed to detect the existence of horizontal windshear conditions on an airport and around its perimeter and to alert controllers when these conditions are hazardous. The system consists of an array of remote anemometers and the base station processing and display equipment (located in the air traffic control tower building). Communication between the remote sites and the base station will be via radio links unless landlines are readily available.

5. SITING GUIDELINES. Proper siting is essential for an effective LLWAS, but often complex to implement. The LLWAS project office has initiated several different approaches to assist in proper siting of sensors.

a. Appendix 1 presents general considerations for siting LLWAS. To further assist regions, a joint team of LLWAS engineers from FAA headquarters and the FAA Technical Center are available to resolve problems resulting from site-unique situations.

b. Appendix 2 gives detailed guidelines for the design of the anemometer array on and around the airport. In addition, the Flight Information Systems Branch, ACN-230, will prepare an initial layout of proposed sensor locations at each airport based on maps, aerial photos, site surveys, and knowledge of idealized arrays for microburst detection.

Distribution: A-W(PS)-3; A-W(SM)-2; A-X(AF)-3(minus AAL/AEU); A-Y(FA/DE)-3; A-Z-1

Initiated By: APS-340

c. Appendix 3 provides detailed guidelines for mitigating the effects of obstacles and terrain on the siting of individual anemometers. To facilitate application of these guidelines, the FAA Technical Center has provided technicians with floppy disc, PC-based program for determining correct heights and distances away from obstacles.

6. APPLICABILITY. These guidelines are effective upon receipt, however, all LLWAS sited under earlier draft siting criteria will remain certifiable until resiting is completed.

7. SITE ADAPTATION. Regional site adaptation that deviate from these guidelines shall be cleared through the FAA Technical Center, Flight Information Systems Branch, ACN-230.

8. REPORTS. LLWAS site locations will be reported to the National Flight Data Center (NFDC), ATO-250, in accordance with Order 7900.2A, Reporting of Electronic Navigation Aids and Communication Facilities Data to the NFDC.

for Alvin J. Thomas

Robert E. Brown
Director, Program Engineering Service

# APPENDIX 1. GENERAL SITING CONSIDERATIONS

## 1. INTRODUCTION

The effectiveness of the Low Level Windshear Alert System (LLWAS) is dependent not only on the reliability of the electronic equipment but also the location of the wind sensors and their electronic packages. Adherence to the guidelines for sensor geometry in Appendix 2 and for siting with respect to obstructions and terrain in Appendix 3 will insure that the LLWAS operates as designed. Improper siting of the wind sensors will create false alarms and significantly degrade the performance of the wind shear algorithm. A properly sited system will accurately detect, identify and locate wind shear events, including microbursts, and provide a reasonable estimation of the wind component affecting aircraft performance. The present requirement is for 6 to 22 or more wind sensors on or around an airport. The number varies with the number of runways and their length.

## 2. GENERAL CONSIDERATIONS

The methodology in designing an LLWAS installation at an airport must include consideration for the optimum performance of the system:

a. Maintain the required geometry for the sensor array.

b. Adhere to spacing requirements.

c. Minimize the influence of terrain and obstructions.

## 3. LOGISTICAL CONSTRAINTS

Logistical constraints that are considered important are:

a. Penetrations of FAR Part 77 surfaces, Terminal Instrument Procedures (FAA Directive No. 8260.3B) surfaces, and Airport Design Standards surfaces per Advisory Circulars Nos. 150/5300-2C, 150/5300-4B, and 150/5300-12 by the placement of poles in the vicinity of an airport. Prior to installation, an airspace study must be accomplished to maintain/determine possible effects on protected surfaces for existing and

planned instrument approach procedures to associated runways.

b. Line of sight for radio link between remote and master station antennas.

c. Current location of wind sensors at those airports adding or resiting sensors.

d. Access to the site.

e. Property ownership/lease of proposed site.

f. Proximity of AC power.

g. Proximity of strong signal generating equipment.

h. Proximity of high voltage power lines which can create electromagnetic interference.

i. Security of site from vandalism.

j. Lightning protection and grounding requirements.

k. Proximity to sheltering obstructions.

l. Subsurface evaluations.

m. Proximity to planned improvements or development in the vicinity.

4. AN APPROACH TO SITING LLWAS

The sequence of steps that follow is a suggested approach to siting LLWAS:

a. Using appendix 2, lay out a proper geometry. ACN-230 will provide initial layout for those airports with an installed LLWAS.

b. Adjust layout for obvious terrain and obstruction problems (use aerial photographs and topographical maps).

c. Select several candidate locations for each wind sensor site.

d. As appropriate, coordinate candidate site locations with local airport authority, National Weather Service and Air Traffic Service offices. Design layouts using candidate sites.

e. Check each layout for adherence to geometry and spacing guidelines.

f. Survey sites for detailed terrain and obstruction data using appendix 3.

g. Compute required pole heights.

h. Adjust for logistical constraints enumerated in paragraph 3 above. These are not prioritized in order to allow regions freedom in addressing site-unique situations.

i. Prepare final design layout.

# APPENDIX 2. GEOMETRIC CONSIDERATIONS IN THE SITING OF LLWAS

## 1. INTRODUCTION

The original Low Level Windshear Alert System (LLWAS) has been enhanced for the detection of microburst and windshear events and has several additional capabilities. These improvements will now be known as the LLWAS Network Expansion. To achieve these improvements, more care will be taken in the design of an LLWAS station geometry at an airport.

There are three major tasks for the new LLWAS Network Expansion:

(1) Detect, identify, and locate microburst and windshear events along and near the runways;

(2) Estimate the runway component of wind speed loss resulting from a microburst windshear event.

(3) Sense and report centerfield and approach/departure winds.

Studies show that any geometry that is satisfactory for the identification of microbursts is also satisfactory for the detection of general windshear events. However, to obtain accurate runway component estimates, there is less freedom in the design of the station geometry, especially with regard to the distance of the stations from the runway centerline.

Generally speaking, there is a great deal of latitude in the design of the geometries for the detection and identification of windshear events. Unfortunately, not only are the requirements for the runway component estimations more strict, but when they are violated, the accuracy of the estimations degrades rather rapidly. While it is difficult to quantify these effects, guidance is given in section 2.

## 2. GENERAL PRINCIPLES

The Network Expansion LLWAS algorithm detects windshear by applying statistical principles to the wind data from the entire network. The algorithm identifies microburst events by estimating wind field derivatives from data from the vertices of triangles, which are formed by the station positions. The triangle geometry is also used for the estimation of the runway component of wind speed loss/gain. These algorithms and the

geometries, for which they give the best results, have been analyzed theoretically and have been extensively tested by computer simulation. Operational testing was conducted during August 1987 at Denver, CO.

Aircraft are most vulnerable to a microburst encounter while on the runway and during departure and final approach. The LLWAS allocated protection region is that portion of the flight path inside of the middle markers, and this discussion is confined to the detection of microbursts and windshear events on that portion of the runway path. For a 10,000 foot runway and with a 2,500 foot extension at either end of the runway, the total length of the protected path is 15,000 feet.

Pilots desire a reliable estimate of the headwind loss/gain that they can expect to encounter along their runway path; this loss/gain is called the runway component of the windshear. It is used as an estimate of the severity of the expected impact of a microburst/windshear on their operations. This product will be available from a properly sited LLWAS, during the Network Expansion phase of the program.

A microburst located with its center only a short distance to either side of the aircraft flight path can have a significant adverse effect on aircraft performance. This effect is most pronounced when the microburst center is within 2,500 feet of the centerline of the flight path. One design goal for LLWAS is to detect any microburst whose center is within 2,500 feet to either side of the centerline of a runway and its extension to the middle marker (approximately 2,500 feet from the end of the runway). For a typical runway that is 10,000 feet long, this means that a rectangular region 15,000 feet long and 5,000 feet wide needs to be protected. This protection region is indicated in figure 2-1.

Since the winds are nearly calm at the center, a microburst whose center nearly coincides with a station is very difficult to detect by this sensor and most likely will be detected by an adjacent station. If the stations are properly sited, then it is unlikely that there will be a delayed detection of a hazardous microburst. On the other hand, the radius of the strong outflow of a microburst can be as small as 5,000 feet. Therefore, if the stations are placed too far apart, it is possible for a microburst to occur between the stations and not be observed until the microburst outflow reaches a station. If the station spacing is no larger than 8,500 feet, then most microbursts that occur in the network will be promptly detected. The runway

component estimations are also severely degraded when the microburst center is near a station in a "blind spot". These "blind spots" extend approximately one-eighth of the way to the nearby stations; for example, if the stations are 8,000 feet apart, then the "blind spots" are approximately disks of radius 1,000 feet.

## 3. THE DESIGN OF THE LLWAS GEOMETRY FOR AN AIRPORT

Most airports have several runways. LLWAS protects the airport when it protects each runway. Economies can be achieved by choosing the stations sites so that some stations provide protection to more than one runway. If this were not done, then an airport with two runways would require twelve stations, an airport with three runways would require eighteen stations, etc. By designing for shared use of sensors, airports might be protected with as few as eight or nine stations (Figures 2-2 and 2-3). These examples also illustrate acceptable relaxation of the strict design guidelines that are given in this section.

When trying to design an improved LLWAS installation for a complex airport that has an existing LLWAS installation, the combination of attempting to achieve multiple uses of the stations and to make use of existing stations may lead to designs where more than six stations are involved in protecting some runways.

The initial problem at most LLWAS airports will be resiting some or all of the original six anemometers to achieve optimum coverage for the runways while facilitating the siting of additional sensors. Figure 2-4 shows six stations providing coverage for three runways. Later when three more stations are added full coverage will be realized. The guiding concept in resiting any of the original six stations is to preclude having to resite any of these stations when additional sensors are installed.

### 3.1 THE PROTECTION OF RUNWAYS

In this section, a procedure is provided for designing a station geometry that protects runways. Some allowable practical variations are discussed.

Reliable and timely microburst detection and identification is a fundamental requirement of LLWAS. To obtain satisfactory performance, it is advisable to keep the stations approximately 2,500 to 3,000 feet to either side of the runway path. The

system will perform satisfactorily most of the time if a station is as close as 1,000 feet from the runway path. If a station is less than 1,000 feet from the runway path, then there can be microbursts centered on the runway path for which detection may be significantly delayed.

To achieve reliable runway component estimates, the design requirements are more stringent than those for microburst detection and identification. If the stations are placed between 2,500 and 3,000 feet to either side of the runway path, then runway components can reasonably be estimated. If the design departs significantly (<2,000 feet or >3,500 feet) from this guideline, then there can be microbursts which impact the runway, and for which the runway component estimates are significantly in error. For example, stations placed 3,500 to 4,000 feet from the runway can lead to underestimations of the runway components by as much as 15 to 20 knots. When stations are placed closer to the runway, underestimations of similar magnitude are to be expected in the "blind spots".

It is also important that the protection region be covered by the triangle pattern. With the nearly regular triangles specified, the entire region inside of each triangle is protected, except for the "blind spot" near the station. In addition, a rectangular region is protected along each edge of a triangle. This region extends along the edge to within one-eighth of the distance to each endpoint and 1,000 feet to either side of the edge. In particular, it is again the "blind spots" that are not covered. The covered region is indicated in figure 2-5.

### 3.1.2 THE PROTECTION OF A SINGLE RUNWAY

In this section, a graphical procedure is shown in figure 2-1 for designing a station geometry that protects a single runway. Parallel runways which have their centerlines less than 2000 feet apart are treated as single runways.

### 3.1.3 THE PROTECTION OF PARALLEL RUNWAYS

In this section, a graphical procedure is shown in figure 2-8 for designing a station geometry that protects parallel runways. Parallel runways are defined as a pair of runways whose centerlines are greater than 2000 feet apart.

3.1.4 THE PROTECTION OF DIAGONAL RUNWAYS

An example is seen for the diagonal runway in figure 2-3. Figure 2-6 shows the stations protecting this diagonal runway, the triangle pattern, and the "blind spots" for this diagonal runway. In this case, the basic principles regarding station spacing, triangle shape, and distance of the stations from the runway apply.

3.2 DESIGN METHODOLOGY

An effective design of a station geometry for the protection of an airport can be obtained as follows.

**STEP 1:** DRAW THE PROTECTION REGION FOR EACH RUNWAY.

The protection region is a rectangle that extends 2,500 feet beyond each end of the runway and 2,500 feet to each side of the centerline of the runway (see figure 2-1). Rectangular patterns are most effective but are not imperative.

**STEP 2:** SELECT THE STATION POSITIONS.

The following conditions should be satisfied:

(1) Stations should be between 2,000 and 3,500 feet to either side of the runway.

(2a) The spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 7,550 feet.

(2b) For airports that will also have a Terminal Doppler Weather Radar (TDWR), the spacing between adjacent stations along the runway should be greater than 3,280 feet but less than 9,500 feet.

(3) The triangles formed by nearby stations should be fairly regular, i.e., no triangle should have an angle smaller than 25 degrees or greater than 135 degrees.

(4) Designate one site, the most central part of

the airport, as the centerfield wind sensor. It is advisable to keep the centerfield wind sensor at least 1,000 feet away from all runways.

(5) Number stations starting at the designated centerfield wind sensor (1) and then clockwise from north through northwest.

**STEP 3:** DETERMINE THE "BLIND SPOTS" AND THE PROTECTED AREAS.

It is possible to graphically estimate the size and shape of the "blind spots". Using the fact that the "blind spot" extends approximately one-eighth of the distance along each edge of a triangle, we have the following graphical procedure:

(1) Draw the triangle pattern.
(2) Mark the one-eighth distance positions on the edges of the triangles.
(3) Roughly sketch the perimeters of these "blind spots".
(4) Sketch areas protected by the edge rectangles (1,000 feet beyond the edge and between the "blind spots", see Figure 2-5).

Then the overlap of the "blind spots" with the protection region for the runway is the area where hazardous microbursts may not be detected in a timely manner. Significant underestimations of the runway components can be expected in regions that are approximately one and a half times as large as the "blind spots".

**STEP 4:** DETERMINE THE PORTION OF THE PROTECTION REGION THAT IS UNPROTECTED.

This area is the portion of the protection region that is either inside of a "blind spot" or is not covered by the pattern of station triangles and edge rectangles. The unprotected portion of the protection region should be shaded.

**STEP 5:** USE THE GRAPHICAL DISPLAY OF THE UNPROTECTED PORTION OF THE AIRPORT TO DETERMINE IF THE COVERAGE IS SATISFACTORY.

This is a question of judgement, based on knowledge of the difficulty of the problems for this airport.

With this design, any microburst, whose center is within the unshaded portion of the protection region will be detected in a timely manner with high probability. If the stations lie within or close to the 2,000 to 3,500 foot strip, then the runway component estimations will be acceptably accurate. One acceptable design, the Ideal Station Geometry, is shown in figure 2-1.

To illustrate the shading of the unprotected part of the protection region (step 4), we considered a case that is typical of many existing LLWAS installations. Figure 2-7A shows a station near the center of the runway and 'middle marker' stations at the ends of the runway. Figure 2-7B shows an enhancement that has been obtained by adding another station near runway center. Figure 2-7B also shows the consequence of the shading (step 4). **Note** that there will be delayed detections of microbursts at the runway ends and close to runway center.

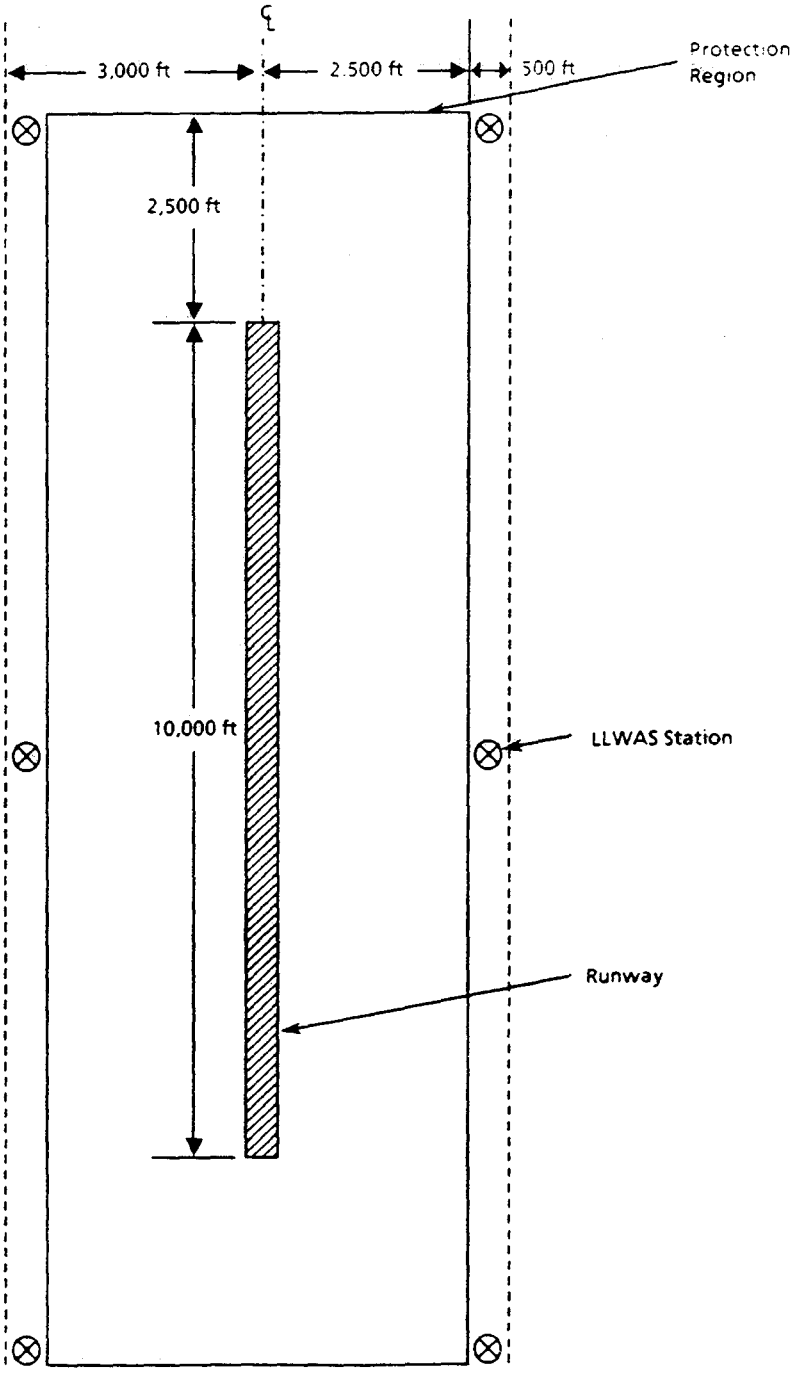



FIGURE 2-1. IDEAL GEOMETRY FOR THE DETECTION OF MICROBURST WINDSHEAR ALONG A RUNWAY

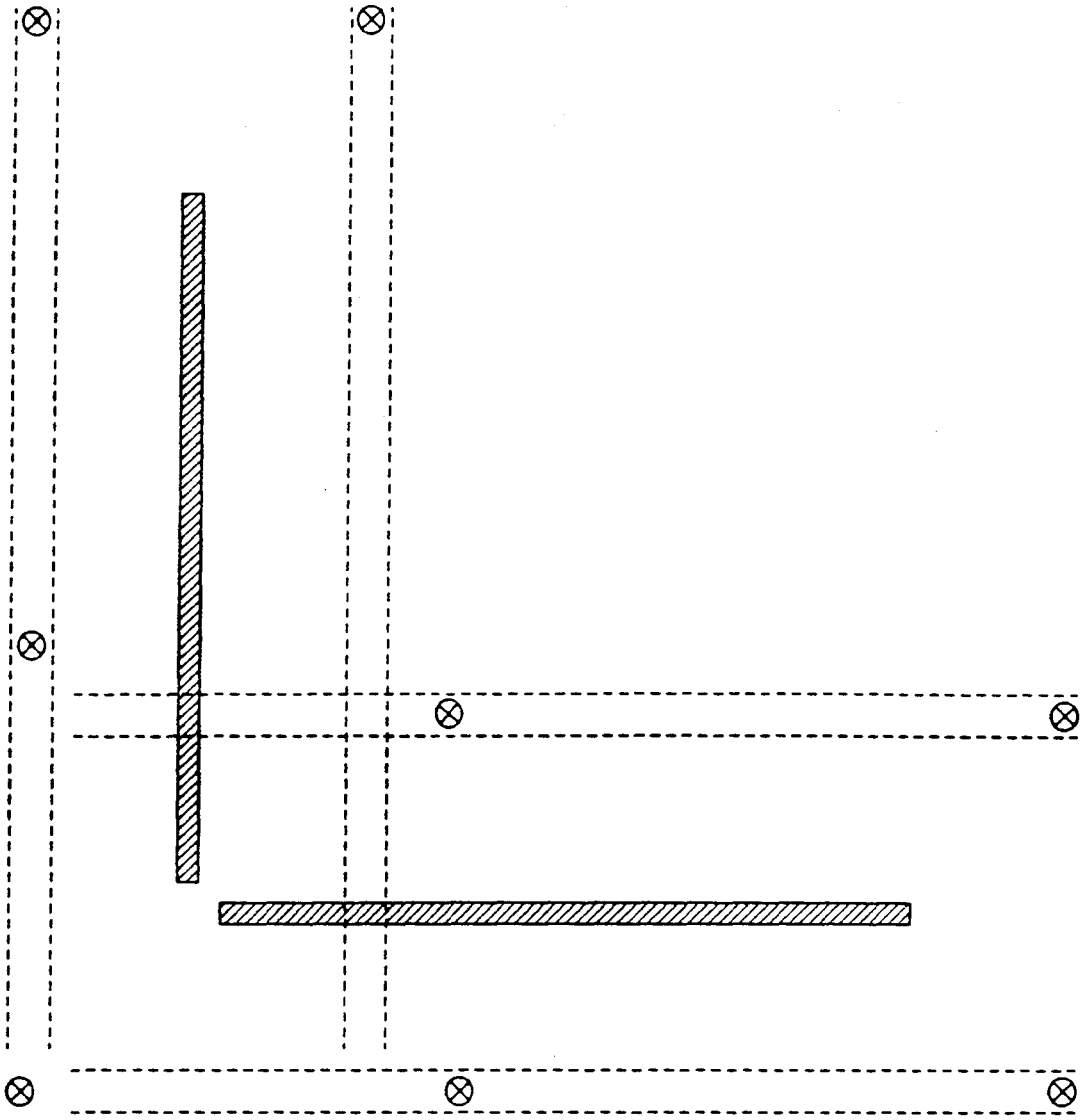


FIGURE 2-2. LLWAS DESIGN FOR AN AIRPORT WITH TWO RUNWAYS

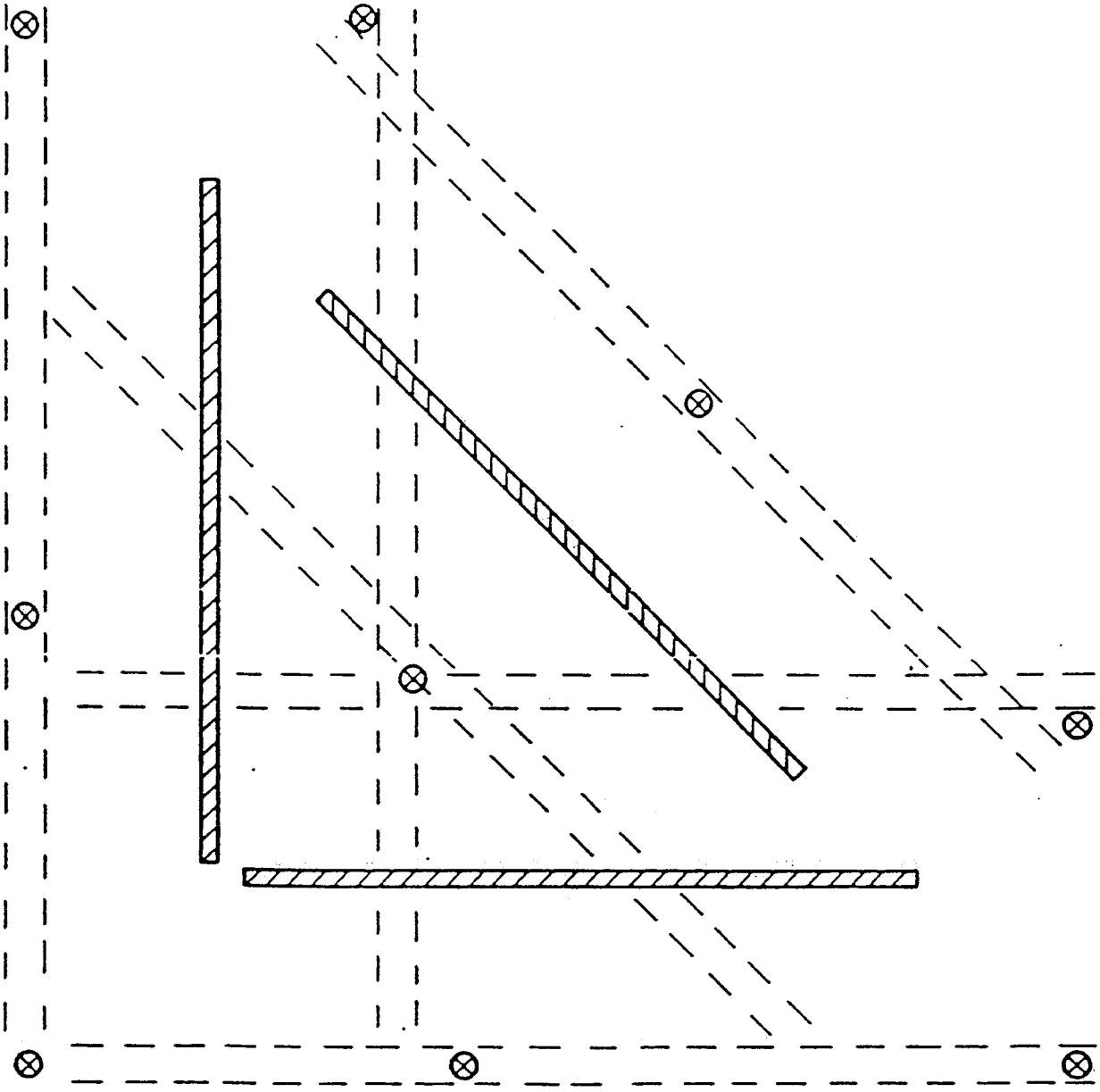


FIGURE 2-3. LLWAS DESIGN FOR AN AIRPORT WITH THREE RUNWAYS

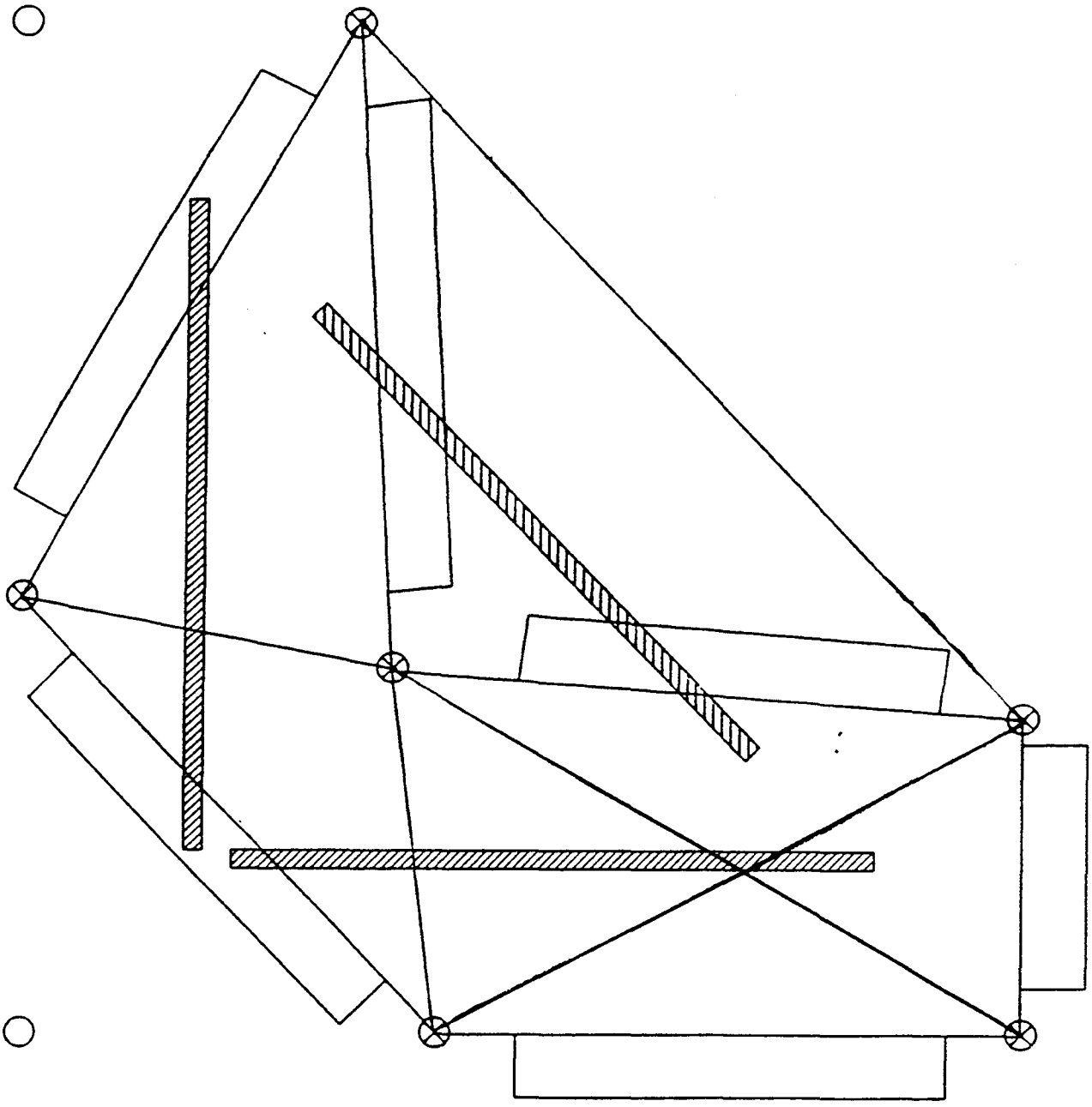


FIGURE 2-4. LLWAS DESIGN FOR SIX STATIONS COVERING THREE RUNWAYS (**NOTE** THAT THE SIX STATIONS ARE SITED TO FACILITATE FUTURE EXPANSION)

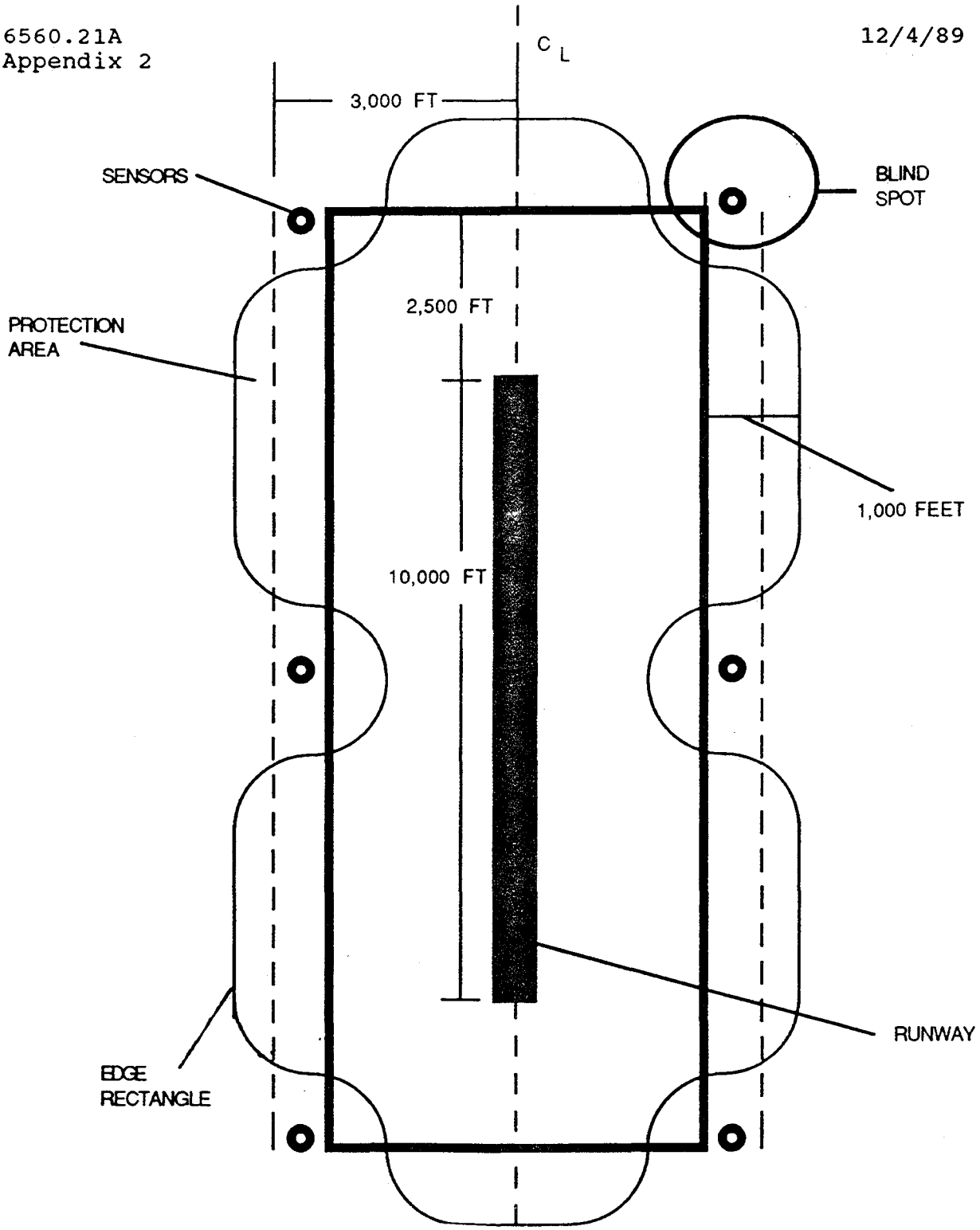



FIGURE 2-5. SIX STATIONS PROTECTING A SINGLE RUNWAY SHOWING BLIND OR DEAD SPOTS

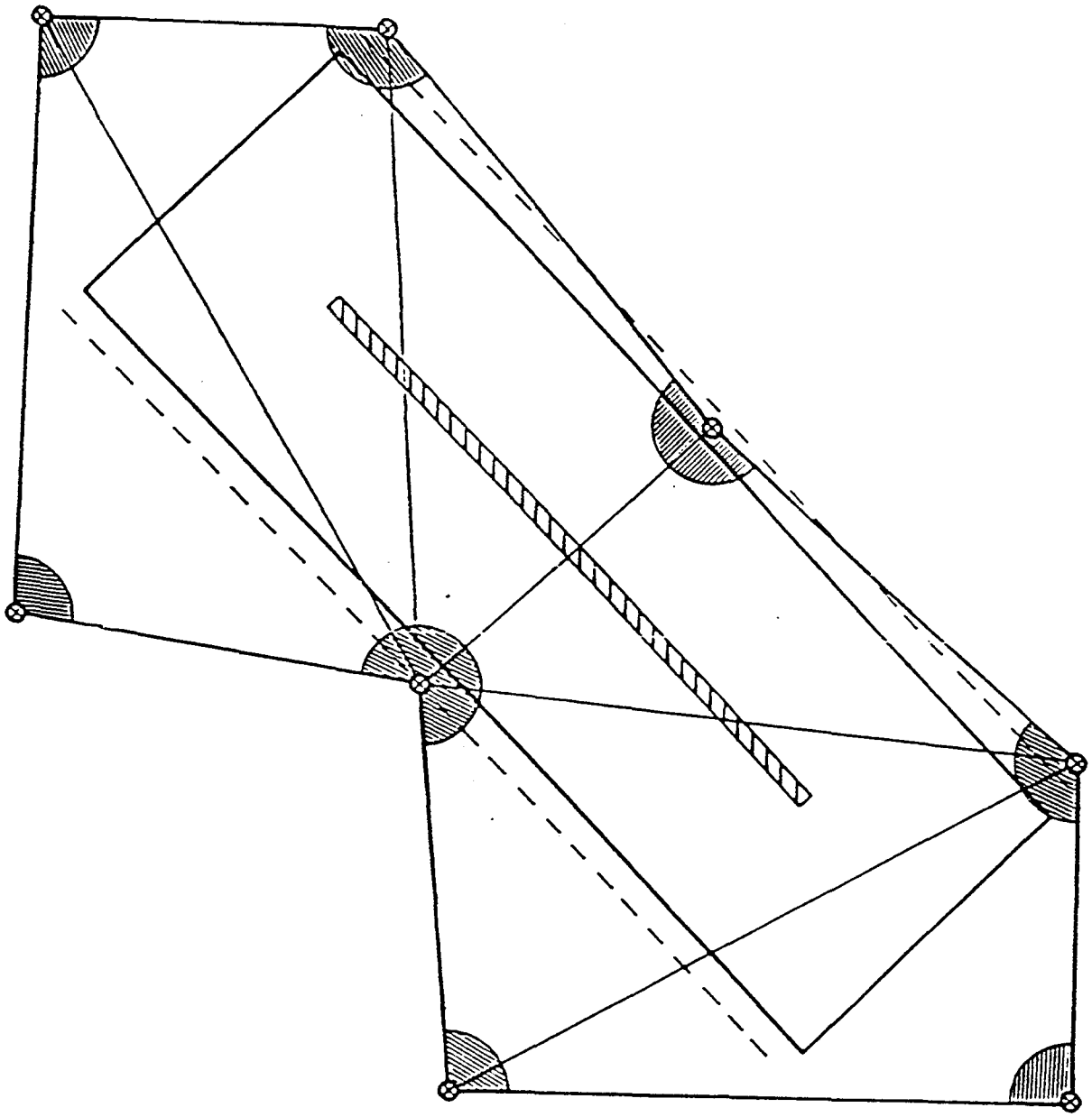


FIGURE 2-6. EIGHT STATIONS PROTECTING THE THIRD RUNWAY SHOWN IN FIGURE 2-3; TRIANGLE PATTERN AND BLIND OR DEAD SPOTS ARE SHOWN

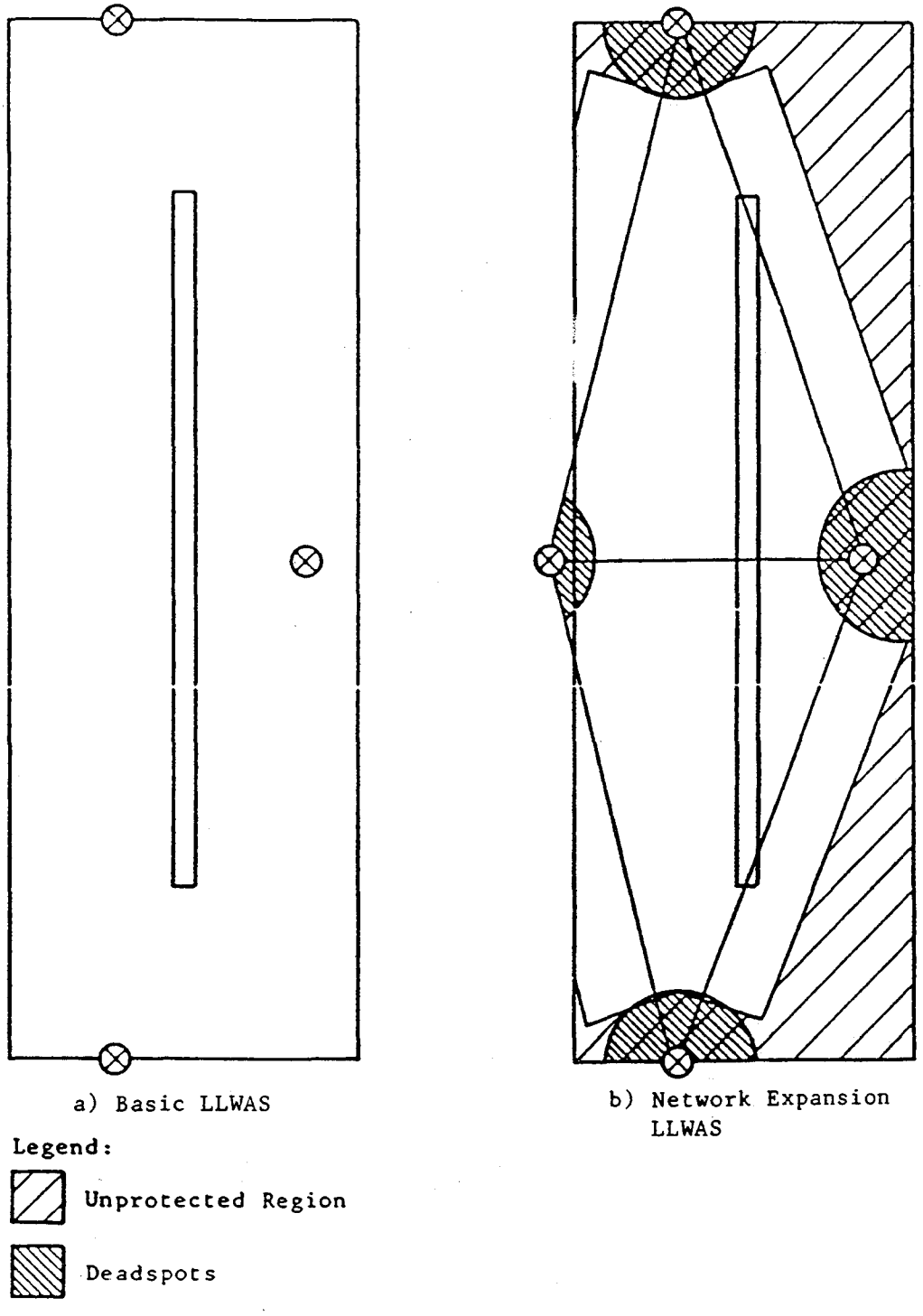



FIGURE 2-7. APPLICATION OF SHADING IN THE PROTECTED REGION

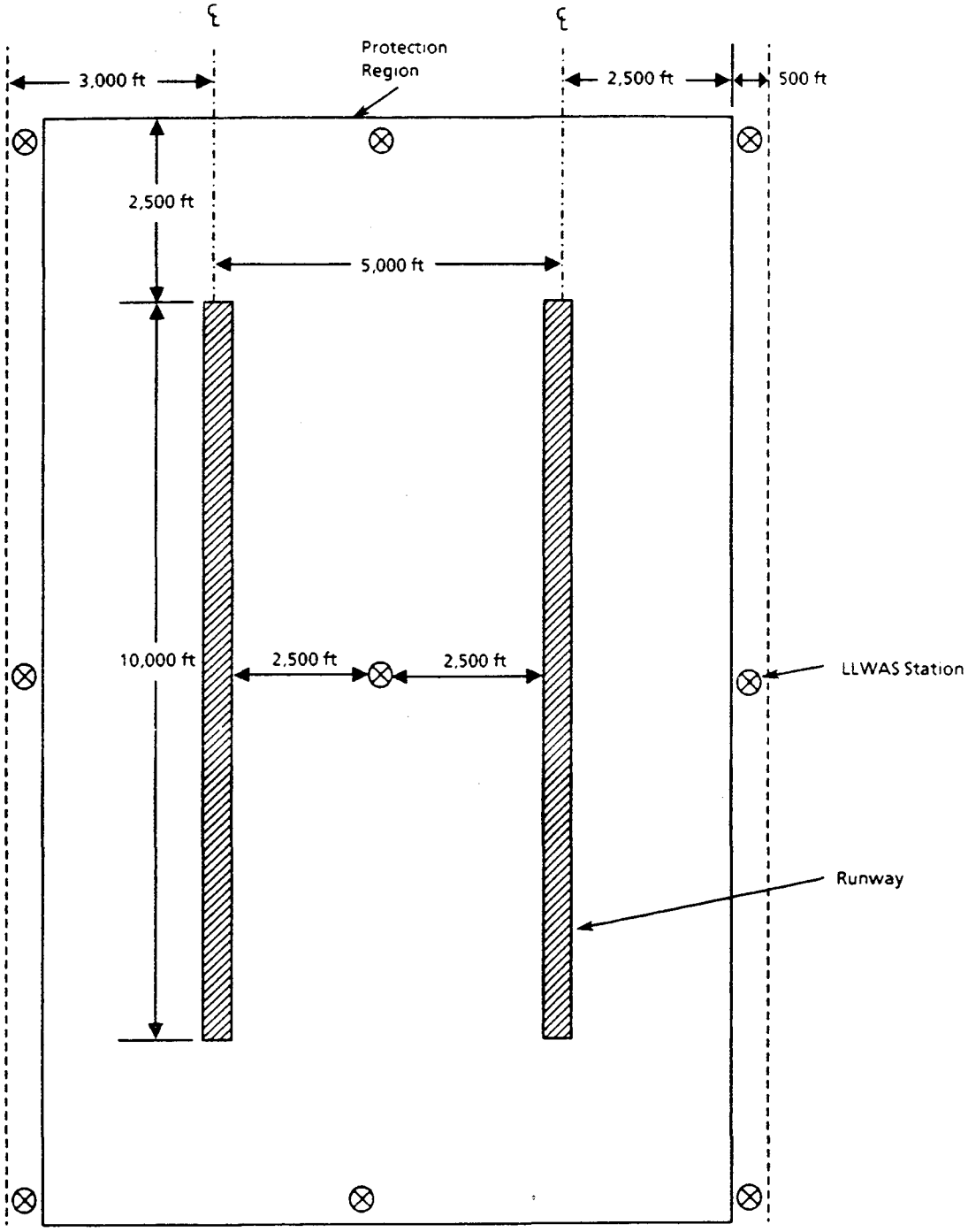



FIGURE 2-8. PROTECTING PARALLEL RUNWAYS

# APPENDIX 3. GUIDELINES FOR SITING INDIVIDUAL LLWAS ANEMOMETERS

## 1. INTRODUCTION

This appendix provides the rationale and supporting criteria for siting individual anemometers. Step-by-step procedures are included and specific examples with a sample format are provided.

## 2. GENERAL CONSIDERATIONS

The procedures used in siting individual anemometers (after the geometric layout has been determined) also must include consideration for the optimum performance of the system:

a. The least sheltered anemometer is the standard against which sheltering at others is evaluated.

b. Sheltering at an anemometer from all effects should not exceed twenty (20) percent.

c. Insure that the mounting supports do not block the anemometer. The structure on which the anemometer is mounted should be reduced to a minimum to prevent local wakes or flow accelerations from impinging on the anemometer. Care should be taken to insure that warning lights, etc. are not placed on the same level as the anemometer and that lightning rods are of a small diameter ($\leq$1.5") and located at an adequate distance ($\geq$18.0") from the propeller of the anemometer.

d. Units must be consistent when taking measurements and doing calculations.

e. When unique situations at an individual anemometer site arise that are not covered by these criteria, then assistance should be requested from the FAA Technical Center, Surveillance and Weather Systems Branch, ACN-230.

## 3. SITING PROCEDURES AND CRITERIA

This section provides criteria and supporting information and outlines a step-by-step procedure for siting individual anemometers. Specific examples with a suggested format and a

list of notations and terms are included at the end of this section. It is important to be able to properly identify the obstruction(s).

## 3.1 Three-Dimensional Obstacles

Three-dimensional obstacles include single trees, groups of trees, individual buildings, groups of buildings, hangars, fuel or water tanks, or billboards. Three dimensional obstacles have a width of less than ten times their height.

### 3.1.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, (2) H, obstacle height, and (3) W, obstacle width. The parameter $\alpha$, know as the power-law exponent, defines the roughness of the environment between obstacle and the anemometer (see table 3-1).

The velocity deficit represented by $(u_o-u)/u_o$ is the fractional sheltering or specified error in wind measurement due to sheltering by an obstacle. A graphical procedure to estimate $(u_o-u)/u_o$ is shown in figures 3-1 and 3-2 for open country ($\alpha$=0.15) and suburban ($\alpha$=0.25) environments, respectively.

Example:

Given Measurements: H = 120 ft, W = 200 ft, X = 960 ft, H/W = 0.6, and X/H = 8.

Solution: Since an open-country environment is anticipated for a site, Figure 3-1 will be used. Enter the top graph of Figure 3-1 at H = 120 ft. Move right to the 0.6 curve for H/W. Move down to the lower graph on vertical line to X/H = 8. Move left to read 18% for error.

### 3.1.2 Computing the "Reduced Distance" $X_R$ From an Obstacle

Figure 3-3 provides a means for selecting a "reduced distance" $X_R$ from an obstacle at which an anemometer may be installed at any desired height with a desired specified error, $(u_o-u)/u_o$.

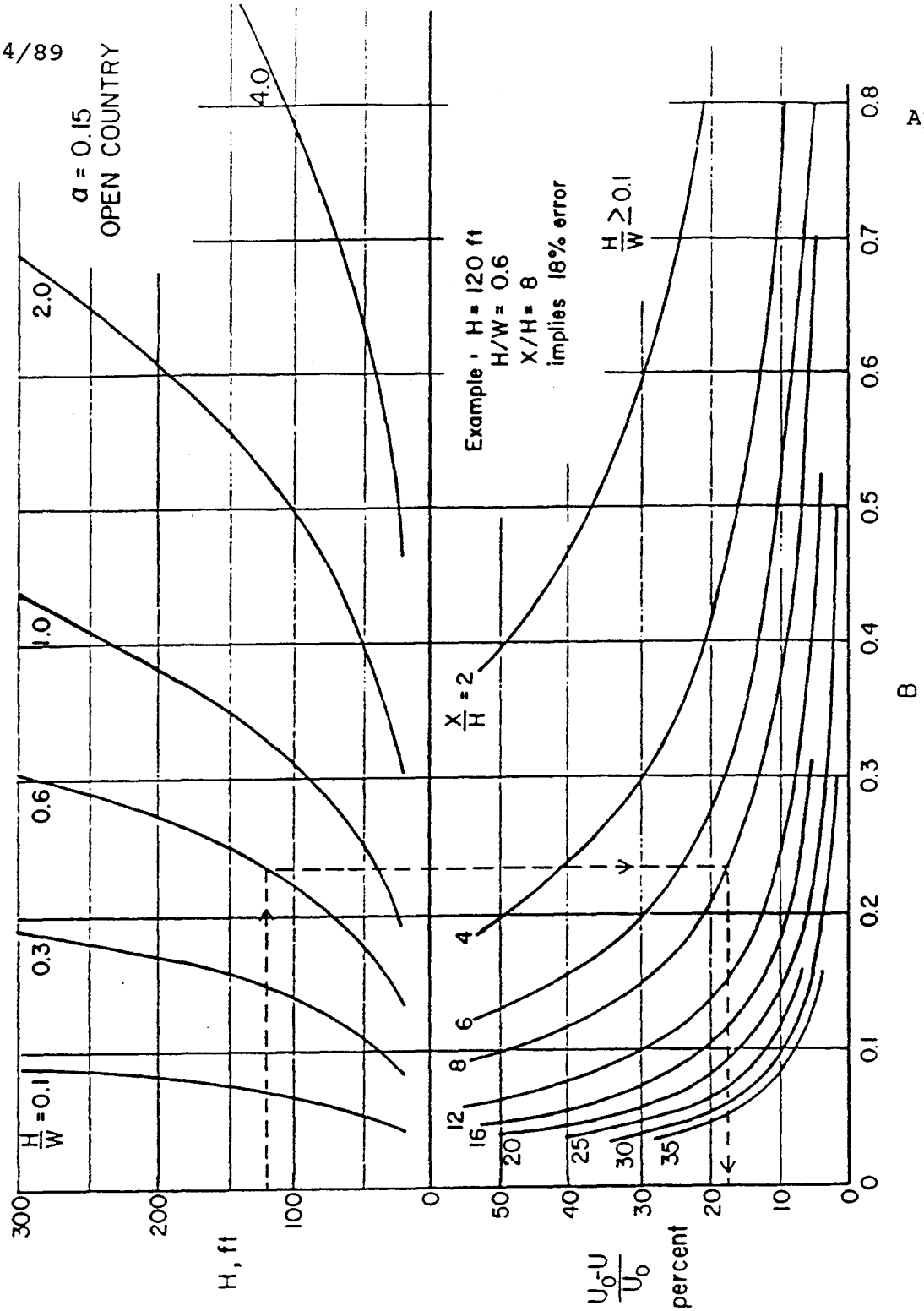



FIGURE 3-1. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN AN OPEN COUNTRY ENVIRONMENT

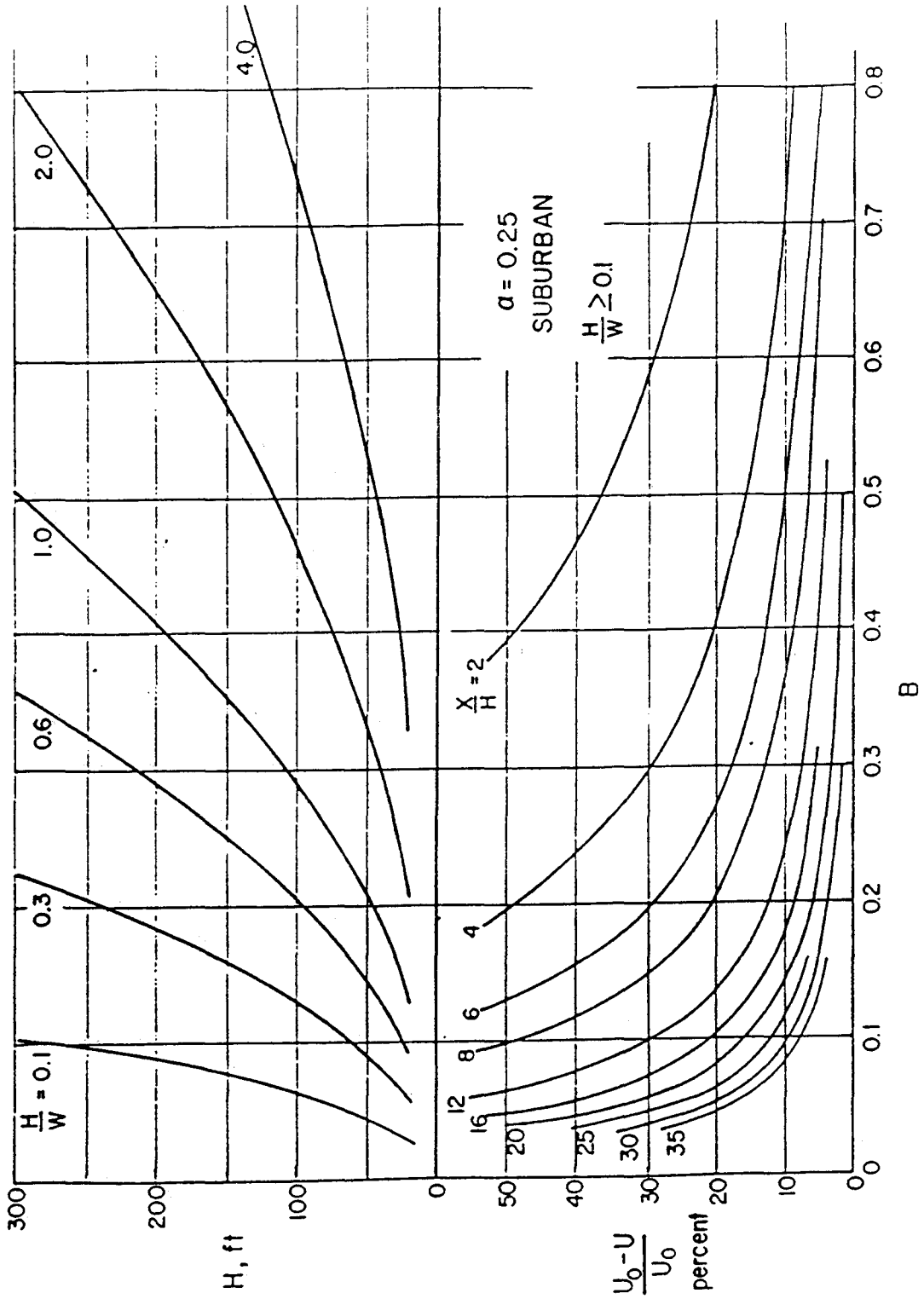



FIGURE 3-2. SELECTION CHART FOR SHELTERING FOR A THREE-DIMENSIONAL OBSTACLE IN A SUBURBAN ENVIRONMENT

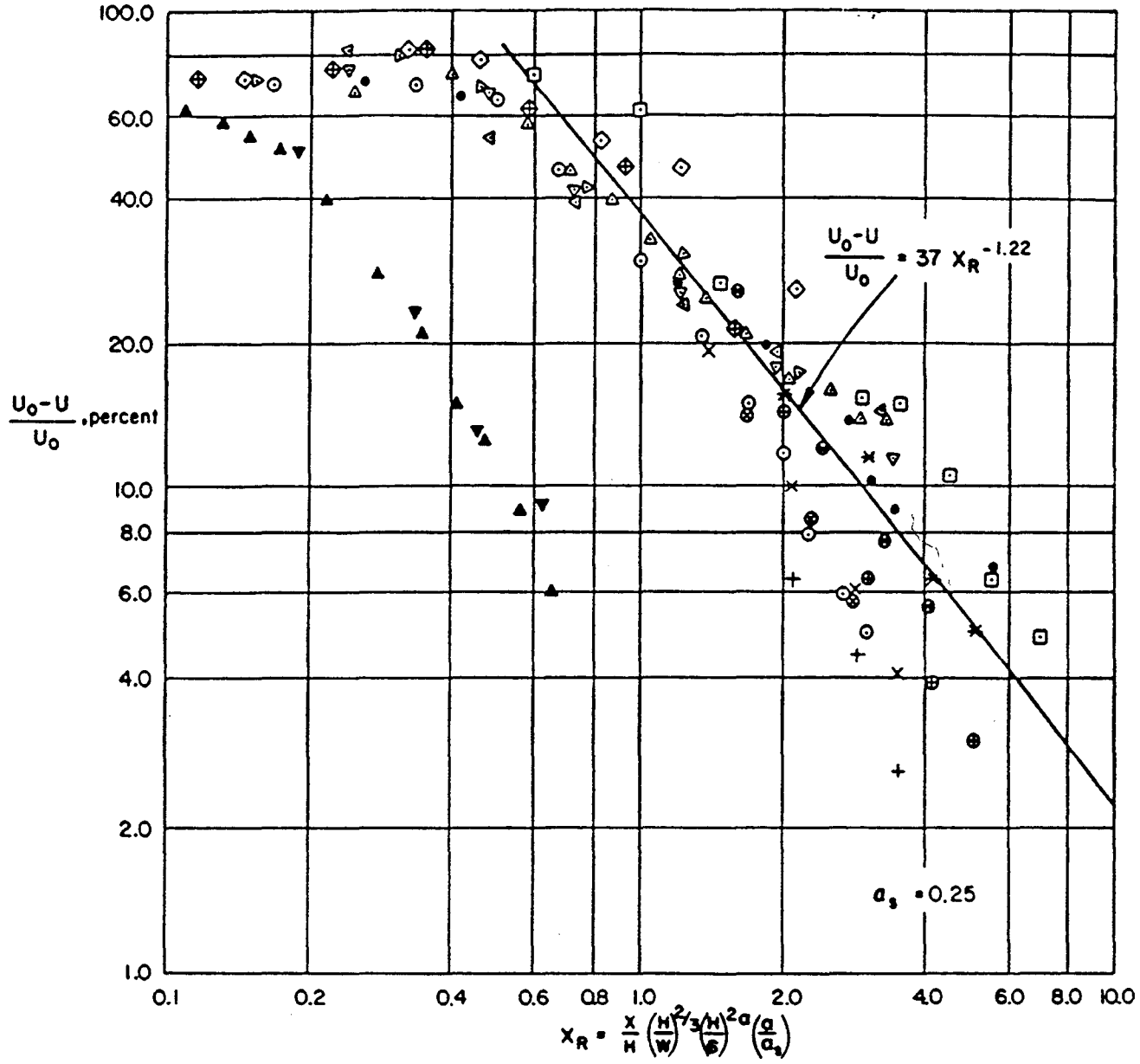



FIGURE 3-3. VARIATION OF MAXIMUM VELOCITY DEFICIT WITH REDUCED DISTANCE FOR THREE DIMENSIONAL OBJECTS

3.1.3 Computing Optimal Anemometer Height

In some situations it may be necessary to alternatively consider the height of a sensor for acceptable error when the anemometer must be placed sufficiently close to the object (in the wake) that acceptable errors cannot be obtained at an arbitrary elevation using the method described above. It is first necessary to compute the "reduced distance" $X_R$.

**Step 1** Compute $\delta$ by:

$$\delta = 367 + 3333\alpha$$

Where $\delta$, the boundary layer thickness, is in feet and $\alpha$, the power-law exponent, is estimated from Table 3-1.

**Step 2** Compute $X_R$ by:

$$X_R = \left[\frac{X}{H}\right]\left[\frac{H}{W}\right]^{\frac{2}{3}}\left[\frac{H}{\delta}\right]^{2\alpha}\left[\frac{\alpha}{\alpha_s}\right]$$

For X, distance from obstacle, H, barrier height, W, barrier width, $\delta$ from Step 1, $\alpha$ from table 3-1, and $\alpha_s$ equals 0.25 (typical suburban power-law exponent).

**Step 3** Figure 3-3 provides the contours of equal error $(u_o-u)/u_o$ in percent form as a function of $X_R$ and Z/H. Once a $X_R$ is obtained, enter figure 3-4 to determine an acceptable elevation (Z/H) for the anemometer. Either contours (curves) or suggested zones (rectangular) may be used. Example, if $X_R$=1.2, then for 20% sheltering, Z/H=2.00.

3.2 Two-Dimensional Obstacles

Two-dimensional obstacles include fences, rows of trees, hedges, long buildings, or bridges. Two-dimensional obstacles have a height/width of less than 0.1, where the width is perpendicular to the wind.

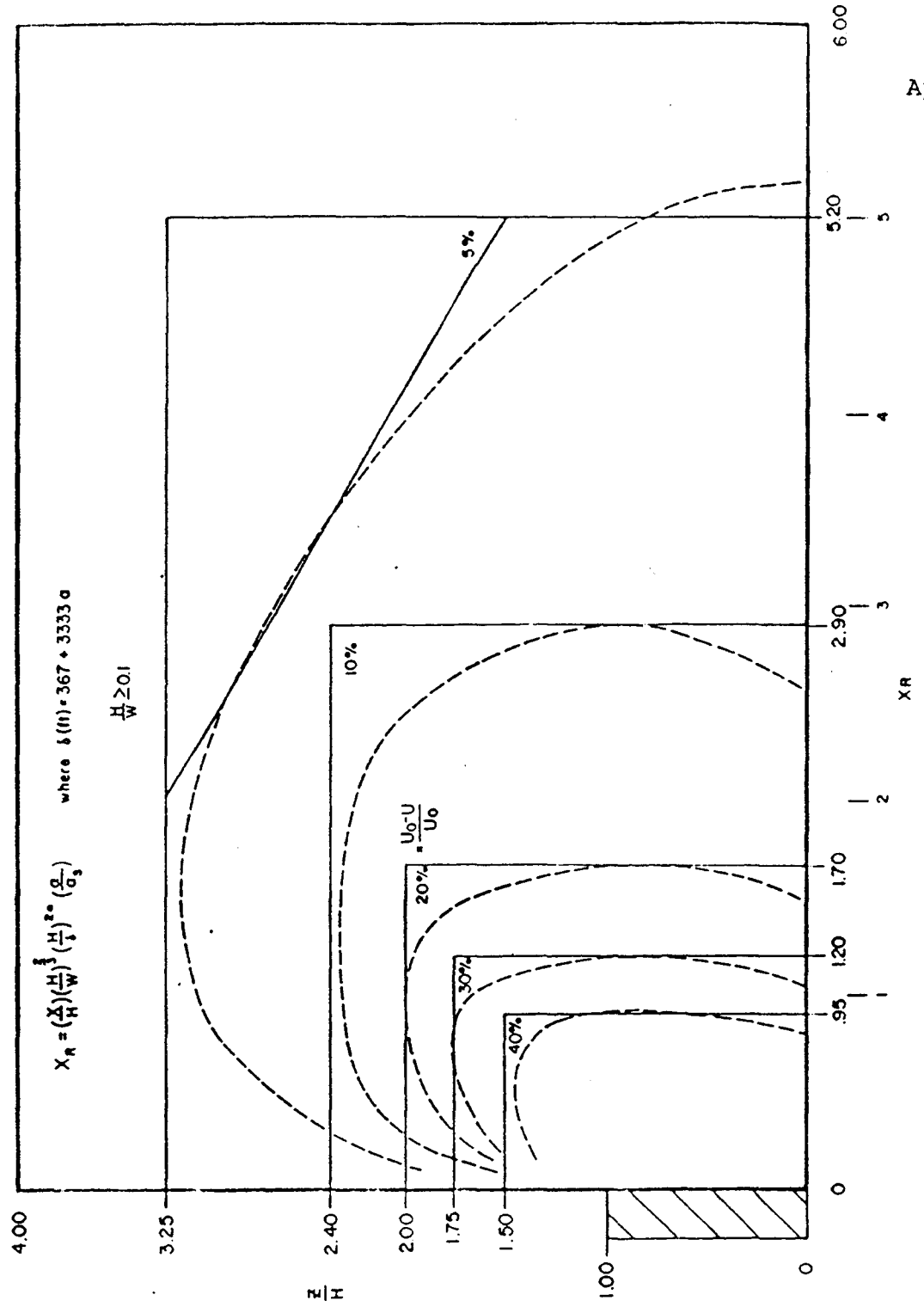



FIGURE 3-4. CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF A THREE-DIMENSIONAL OBSTACLE

TABLE 3-1. ESTIMATED VALUES OF THE SURFACE ROUGHNESS

| $z_0$ (roughness length) | Representative Value Meters | Terrain | $\alpha$ (power-law exponent) |
|---|---|---|---|
| 0.5-1.5 | 0.7 | Center of large towns, cities, forests | 0.35 |
| | | Dense forests of relatively non-uniform height | 0.27-0.30 |
| | | Dense forests of relatively non-uniform height | 0.23-0.25 |
| 0.15-0.5 | 0.3 | Small towns, suburban area | 0.24 |
| 0.05-0.15 | 0.1 | Wooded country villages, out-skirts of small towns, farmland | 0.20 |
| 0.015-0.05 | 0.03 | Open country with isolated trees and buildings | 0.17 |
| 0.007-0.015 | 0.01 | Grass, very few trees | 0.15 |
| 0.0015-0.007 | 0.003 | RUNWAY AREAS (avg.) Surface covered with snow, rough sea in storm | 0.13 |
| < 0.0015 | 0.001 | Calm open sea, lakes, snow covered flat terrain. Flat desert. | 0.11 |

3.2.1 Computing the Percent Sheltering

The following measurements are needed from the obstacle geometry; (1) X, distance from obstacle, and (2) H, obstacle height.

Low Obstacles: $$\frac{(u_o-u)}{u_o} = 2000 \left[ \frac{X}{H} \right]^{-1.5}$$ for $H \leq 100$ ft

High Obstacles: $$\frac{(u_o-u)}{u_o} = 4300 \left[ \frac{X}{H} \right]^{-1.5}$$ for $H > 100$ ft

3.2.2 Computing Optimal Anemometer Height

In situations where the placement of the anemometer must be closer to the obstacle than the distance required by these equations (i.e. in the wake) then the anemometer may be raised to a sufficiently high elevation.

**Step 1** Compute X/H.

**Step 2** Figure 3-5 provides the contours of equal error $(u_o-u)/u_o$ in percent form as a function of X/H and Z/H. Either contours (curves) or suggested zones (rectangular) may be used. Once X/H is calculated, enter Figure 3-5 to determine an acceptable elevation (Z/H) for the anemometer. Example, if X/H=12, then for a 20% sheltering, Z/H=1.7.

3.3 Forest Canopies

A forest canopy is define as a grouping of trees (from the perspective of the Remote Station) that is more than 700-800 feet wide and more than 300 feet deep. Otherwise, it is classified as either a three-dimensional or two-dimensional obstacle.

3.3.1 Computing Optimal Anemometer Height For Wind Speeds Above a Forest Canopy (Long Fetch)

Where a forest extends upwind from the Remote Station for a distance B at least 100 times the average tree height, a procedure assuming that the boundary layer above the forest has reached equilibrium is used.

Figure 3-6 provides a plot of the ratio of the velocity $u_r$ at height $z_r$ above the mean forest height d over the rough (r) forest surface, to the velocity $u_s$ at height $z_s$ (which might be 20 ft) above a smooth (s) open field unaffected by obstructions.

This ratio is plotted in figure 3-6 for comparison with an anemometer in the smooth open terrain at an elevation of 20 feet. A reasonable guide to values of $\alpha_r$ are:

| | |
|---|---|
| $0.24 \leq \alpha_r \leq 0.25$ | For dense forest of relatively uniform height on smooth height. |
| $0.26 \leq \alpha_r \leq 0.27$ | For dense forest of relatively non-uniform height or breaks on smooth terrain. |
| $0.28 \leq \alpha_r \leq 0.29$ | For dense forest of relatively non-uniform height or with breaks on rough terrain. |

This procedure should overestimate anemometer heights if the length of forest is short, $B/d < 100$.

Example: Given: select an anemometer height in a forest environment on smooth terrain where tree heights are relatively uniform and where average tree height d = 50 ft. Assume the anemometer is to read not more than 20% less than an open-country anemometer at 20 feet.

Solution: from Figure 3-6, select $\alpha_r = 0.24$ and move vertically to $u_r/u_s = 0.8$. Read $z_r = 45$ ft. Therefore, the elevation of the anemometer above ground should be $d + z_r = 95$ ft.

3.3.2 Computing Optimal Anemometer Height For Wind Shelter Downwind of a Forest Canopy (Long Fetch)

Downwind of a forest area, over an open field, the boundary layer recovers from that over the forest to that over an open field. Very little data have been found in the literature for this case. Because of the small number of cases available in the literature, wind tunnel tests were run to provide additional data for these criteria.

Data obtained from the wind-tunnel simulation of 64 forest wakes are summarized in figure 3-7 to show the decrease in anemometer error with distance from the forest and height of the anemometer above ground. The figure shows that the height required to obtain a particular error remains similar to that at the downstream edge of the forest (see figure 3-7) for a distance Xn of 0.025 before decreasing with additional downwind distance.

Example: Given: at a distance X downwind of a forest of length B = 1000 ft with trees of roughly uniform height averaging d = 30 ft, find the anemometer height required to provide an error of no more than 20% in comparison to the same site with unlimited upwind exposure of the same roughness (i.e., no forest). The site is in an open grassy field. Solve for X = 100, 500, or 800 ft.

Solution:

**Step 1** Compute Xn,

$$Xn = \frac{X/B}{1.0 + 274\ (d/B) + 1.4\ LN\ (Z_1/Z_0)}$$

From Table 3-1, let $\alpha_1 = 0.24$, $Z_1 = 0.3m$, and $Z_0 = 0.01$.

**Step 2** Figure 3-7 provides the contours of percent error as a function of Xn and z/d. Either contours (curves) or suggested zones (piecewise straight lines) may be used. Once Xn is calculated, enter figure 3-7 to determine an acceptable elevation (z/d) for the anemometer. From figure 3-7 for 20% error:

| | | | | |
|---|---|---|---|---|
| For X = | 100ft | Xn =.007 | z/d = 2.0 | z = 60ft |
| | 500 | .036 | 1.7 | 51 |
| | 800 | .057 | any | any |

## 3.4 Surface Roughness Changes

When the wind flows from a region with a particular surface roughness, $z_o1$, to a region with a different surface roughness $z_o2$, there is change in the shape of the velocity profile near the ground, up to height $h_I(x)$, see figure 3-8. The layer below $h_I(x)$ is often called the Internal Boundary Layer (IBL). The height $h_I(x)$, which increases with the distance X from the roughness interface, is called the height of the IBL.

Clearly, two anemometers placed at the same height, but at different distances from an interface, would not record the same wind speed. Abrupt changes from an urban terrain to a smooth terrain, or visa versa, are also associated with local accelerations or wakes caused by the change of the effective level of the ground.

The purpose of this section is to present a convenient algorithm for estimating the approximate magnitude of changes in winds speeds downstream of such interfaces.

### 3.4.1 Computing Optimal Anemometer Height For Single Step Change in Roughness

The equations describing the wind field across the internal boundary layer for a single roughness change are:

$$\frac{u(z)}{u_1\ (10)} = \left[\frac{z}{10}\right]^{\alpha_1} \qquad \text{for } x \le X_o1$$

and

$$\frac{u(z)}{u_1\ (10)} = b_{10}\left[\frac{z}{10}\right]^{\alpha_1+\beta} \cdot x^k \qquad \text{for } x > X_o1$$

where

$$X_o1(z) = \left[b_{10}\ (z/10)^{\beta}\right]^{-\frac{1}{k}}$$

In these equations, u(z) is the velocity at height z a distance x downwind of the roughness change (figure 3-8); $u_1(10)$ has been selected as a reference velocity upwind of the roughness change at an elevation of 10 m; $\alpha_1$ is the upstream value of roughness described as a power-law exponent; and $b_{10}$, $\beta$, and k are obtained from table 3-2.

The above equations can be solved for the value of z as a function of $u(z)/u_{10}$.

$$z = 10 \left[ \frac{u(z)}{u_1(10)} \right]^{\frac{1}{\alpha_1}} \qquad \text{for } x \leq X_o1$$

$$z = 10 \left[ \frac{1}{b_{10}} \frac{u(z)}{u_1(10)} \frac{1}{x^k} \right]^{\frac{1}{\alpha_1+\beta}} \qquad \text{for } x > X_o1$$

where

$$\frac{u(z)}{u_1(10)} = \left[ \frac{z}{10} \right]^{\alpha_1} \qquad \text{for } x \leq X_o1$$

$$\frac{u(z)}{u_1(10)} = b_{10} \left[ \frac{z}{10} \right]^{\alpha_1+\beta} \cdot x^k \qquad \text{for } x > X_o1$$

Thus knowledge of only four parameters, $b_{10}$, $(\alpha_1+\beta)$ and k, is required for determining the height of the sensor for a prescribed velocity difference tolerance, i.e., $u(z)/u_1(10)$. Application of equations for Z are based on computed value of $X_o1$. Representative values of surface roughness and the corresponding power law exponent $\alpha$ are given in table 3-1.

TABLE 3-2. VALUES OF COEFFICIENTS $B_{10}$, $\beta$, AND k.

| $z_{01}$= \ $z_{02}$= $a_2$ / $a_1$ | 0.107 | 0.126 | 0.147 | 0.169 | 0.200 | 0.250 | 0.350 |
|---|---|---|---|---|---|---|---|
| 0.001 | 0.107 | | | $b_{10}$= 1.105<br>$\beta$= 0.051<br>k=-0.032 | $b_{10}$= 1.161<br>$\beta$= 0.088<br>k=-0.050 | $b_{10}$=1.196<br>$\beta$=0.142<br>k=-0.069 | |
| 0.003 | 0.126 | | | $b_{10}$= 1.093<br>$\beta$= 0.035<br>k=-0.025 | $b_{10}$= 1.138<br>$\beta$= 0.072<br>k=-0.042 | $b_{10}$=1.155<br>$\beta$=0.122<br>k=-0.060 | $b_{10}$= 1.128<br>$\beta$=0.182<br>k=-0.075 |
| 0.010 | 0.147 | | | $b_{10}$=1.045<br>$\beta$=0.012<br>k=-0.013 | $b_{10}$=1.093<br>$\beta$=0.052<br>k=-0.031 | $b_{10}$=1.103<br>$\beta$=0.101<br>k=-0.048 | $b_{10}$=1.059<br>$\beta$=0.167<br>k=-0.062 |
| 0.030 | 0.169 | $b_{10}$=0.911<br>$\beta$=-0.062<br>k=0.029 | $b_{10}$=0.923<br>$\beta$=-0.051<br>k=0.023 | $b_{10}$=0.960<br>$\beta$=-0.030<br>k=0.012 | | $b_{10}$=1.053<br>$\beta$=0.029<br>k=-0.018 | $b_{10}$=1.064<br>$\beta$=0.076<br>k=-0.035 | $b_{10}$=1.039<br>$\beta$=0.144<br>k=-0.052 |
| 0.100 | 0.200 | $b_{10}$=0.916<br>$\beta$=-0.094<br>k=0.040 | $b_{10}$=0.926<br>$\beta$=-0.084<br>k=0.035 | $b_{10}$=0.940<br>$\beta$=-0.065<br>k=0.025 | $b_{10}$=0.963<br>$\beta$=-0.039<br>k=0.015 | | $b_{10}$=1.036<br>$\beta$=0.049<br>k=-0.021 | $b_{10}$=1.014<br>$\beta$=0.111<br>k=-0.037 |
| 0.300 | 0.250 | | $b_{10}$=0.929<br>$\beta$=-0.130<br>k=0.050 | $b_{10}$=0.950<br>$\beta$=-0.113<br>k=0.040 | $b_{10}$=0.958<br>$\beta$=-0.090<br>k=0.031 | $b_{10}$=0.996<br>$\beta$=-0.052<br>k=0.015 | | $b_{10}$=1.012<br>$\beta$=0.062<br>k=-0.020 |
| 0.700 | 0.350 | | | | | $b_{10}$=1.035<br>$\beta$=-0.152<br>k=0.030 | $b_{10}$=1.033<br>$\beta$=-0.099<br>k=0.015 | |

Open blocks represent unavailable conditions in the data used to develop the table. For these cases, the nearest available condition may be used.

**Note:** $B_{10}$, $\beta$, and k are parameters derived from power law studies of roughness changes.

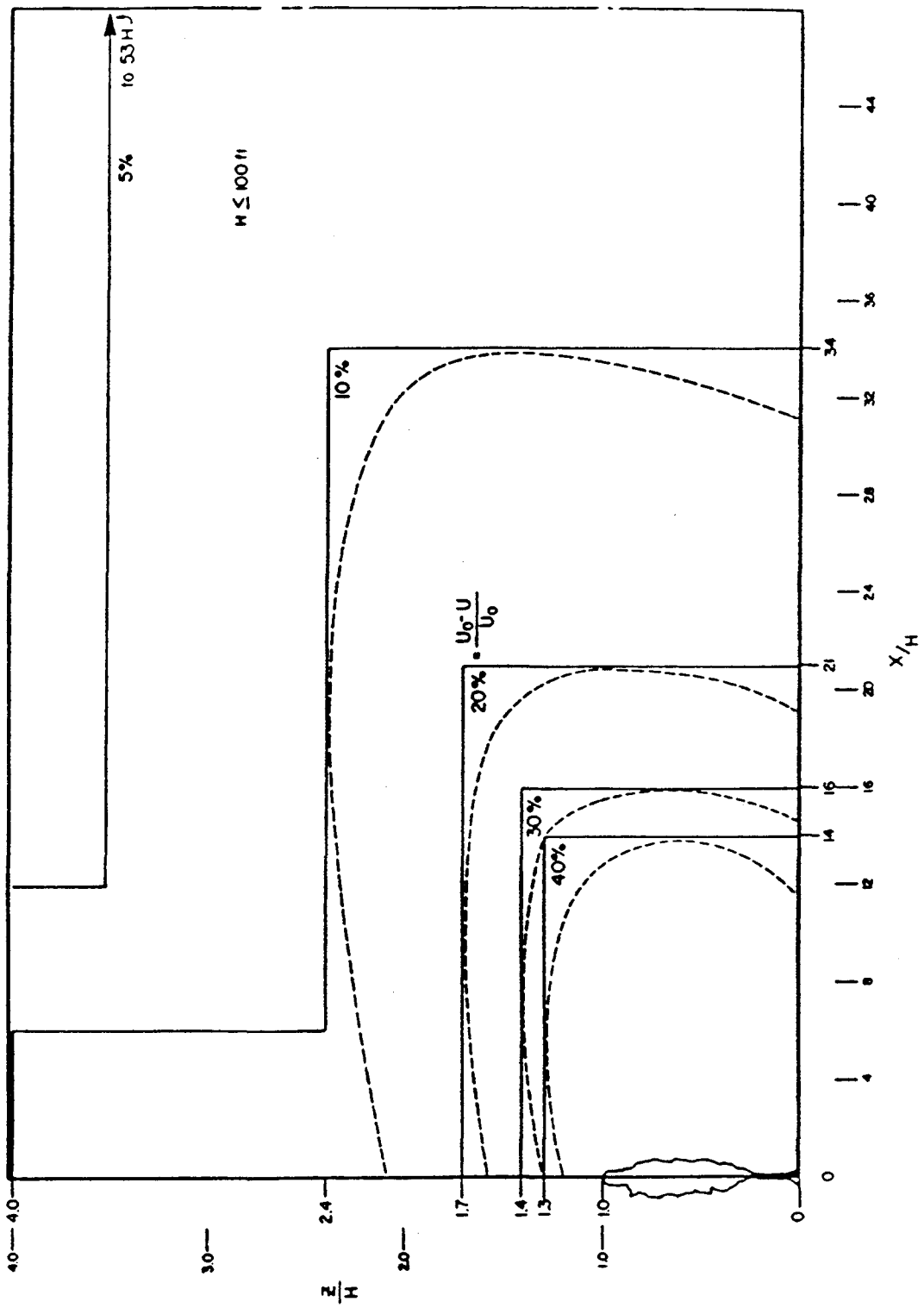



FIGURE 3-5. RECTANGULAR APPROXIMATIONS TO CONTOURS OF EQUAL ERROR IN VELOCITY IN THE WAKE OF TWO-DIMENSIONAL OBSTACLES

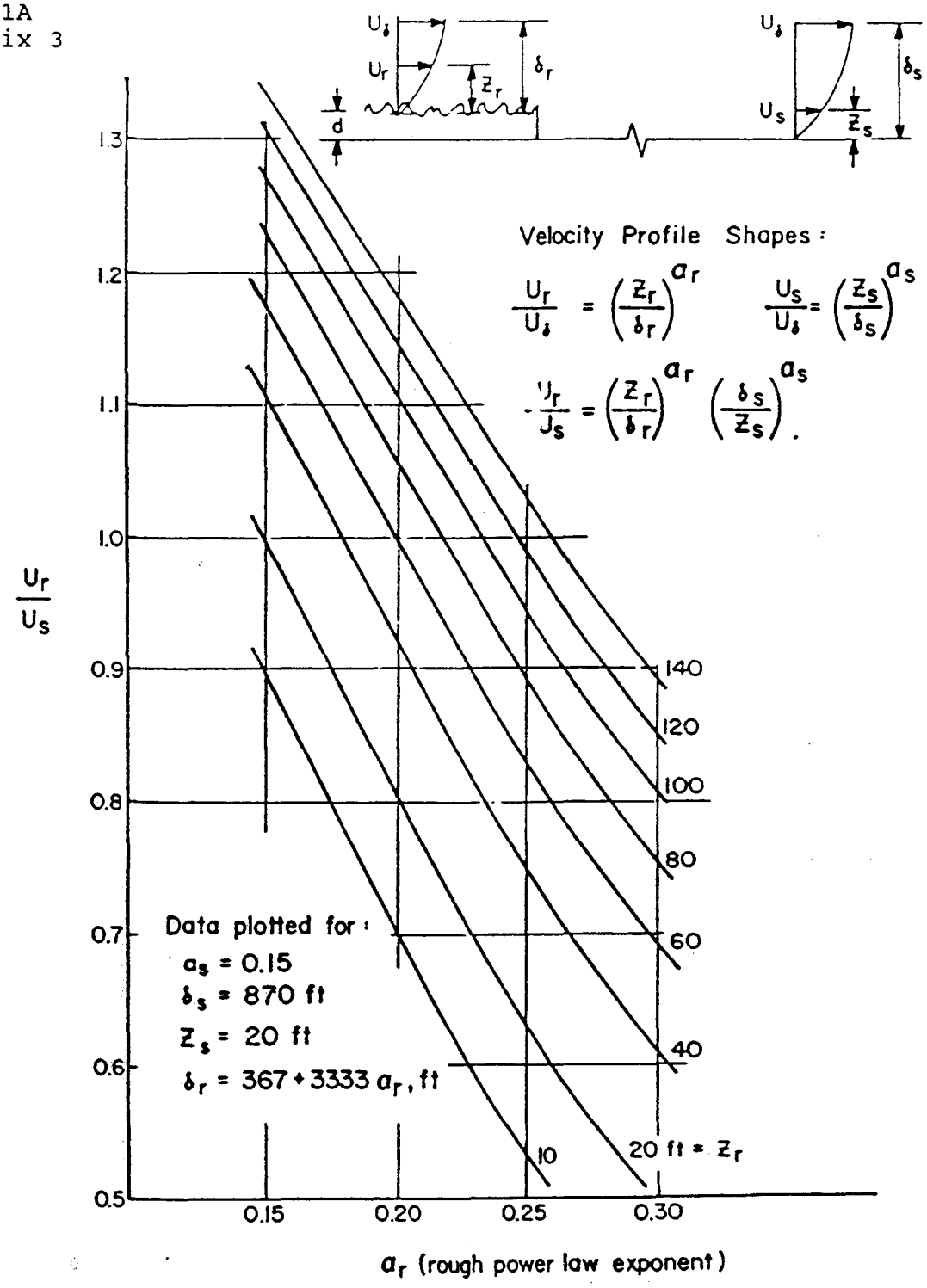



FIGURE 3-6. HEIGHT ABOVE ROUGH FOREST WHICH HAS SAME VELOCITY AS OPEN COUNTRY VELOCITY AT 20 FEET

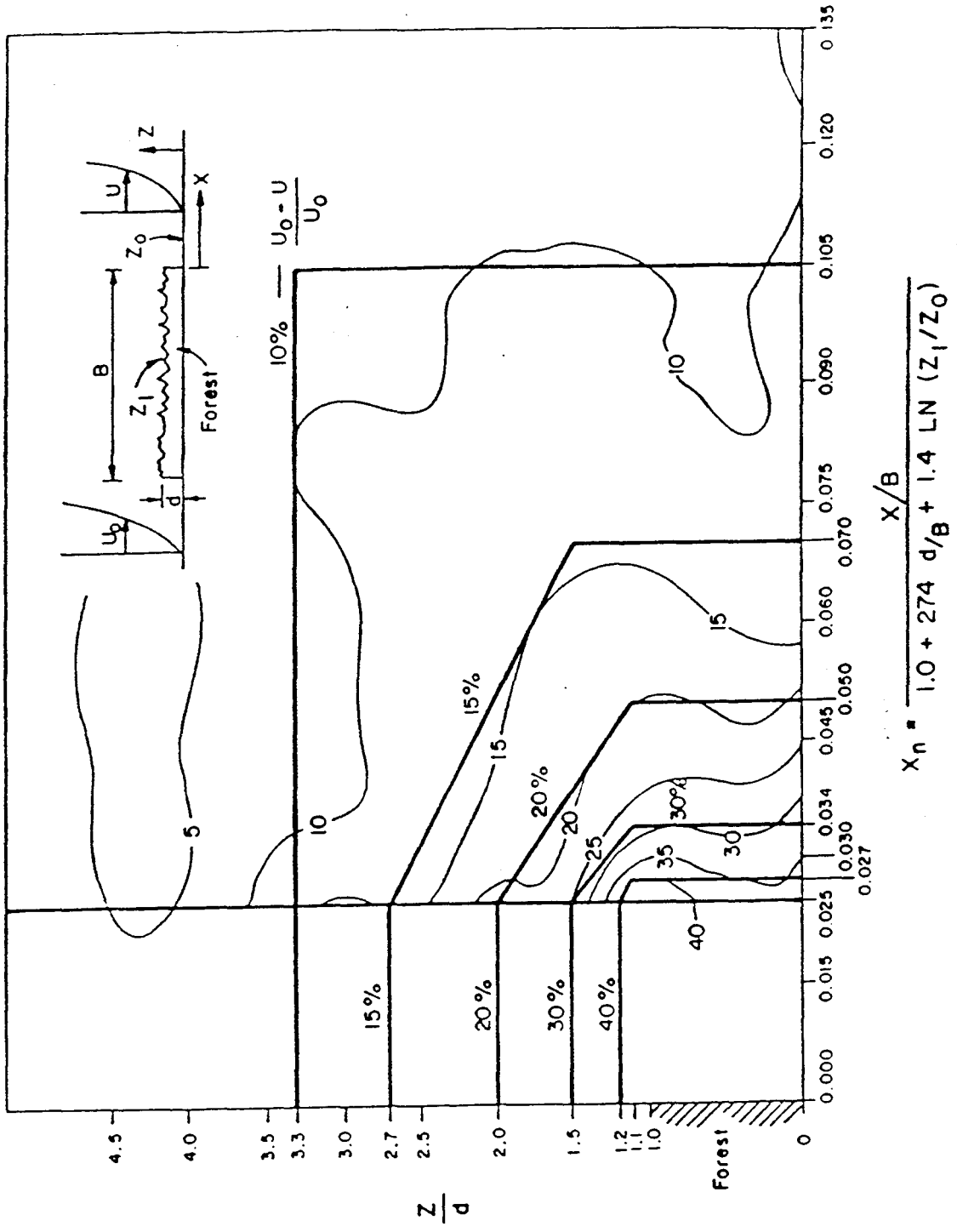



FIGURE 3-7. SHELTER DOWNWIND OF A FOREST

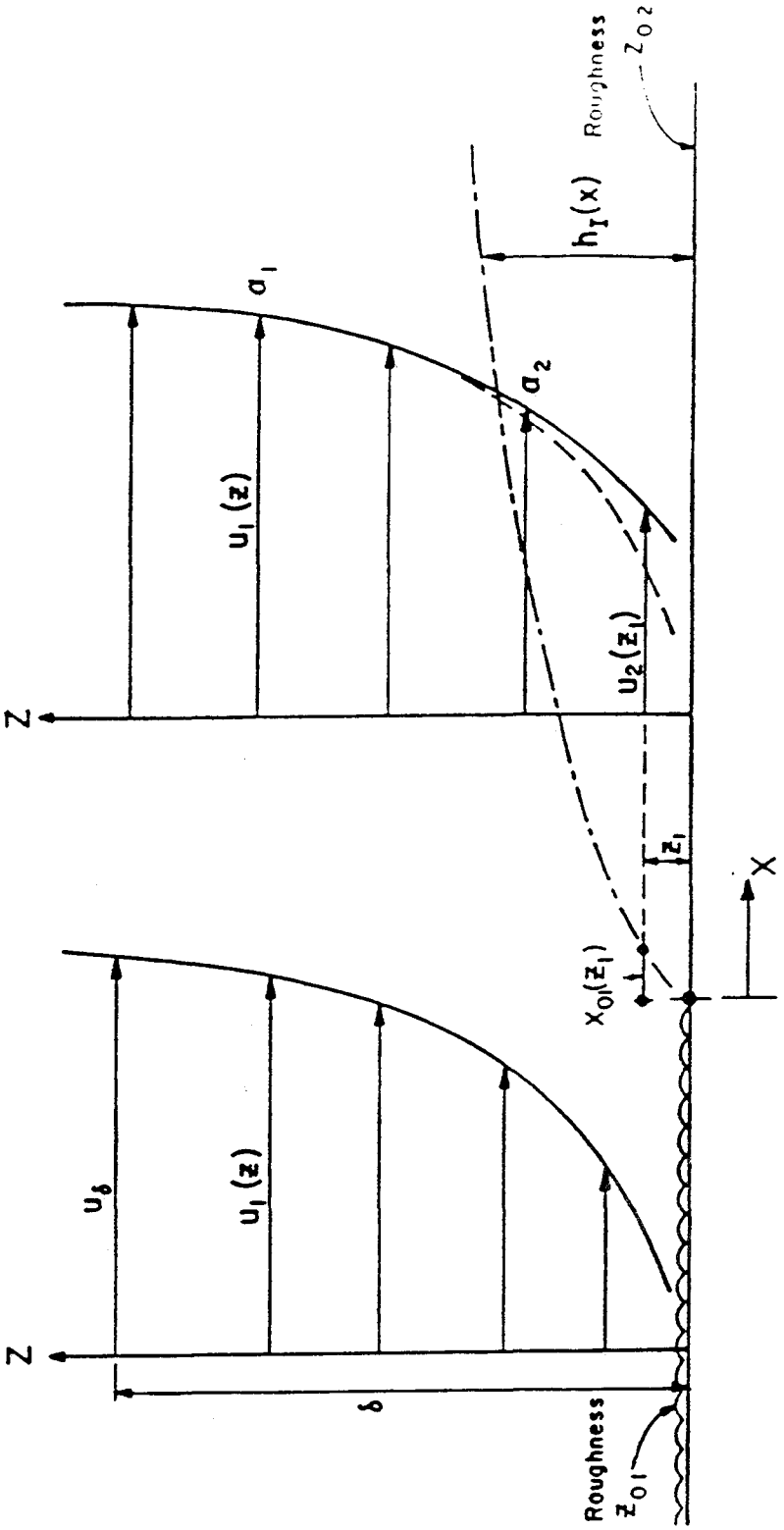



FIGURE 3-11. A SCHEMATIC DESCRIPTION OF THE INTERNAL BOUNDARY LAYER (IBL) AFTER A DECREASE IN SURFACE ROUGHNESS. **NOTE** THE INCREASED VELOCITIES WITHIN THE IBL. AT A GIVEN HEIGHT $z_1$, THE ROUGHNESS CHANGE IS EFFECTIVE DOWNWIND OF $X_{01}(z_1)$.

Example: (1) Given: $\alpha = 0.15$, $z_o1 = 0.01$ m, and $z_o2 = 0.3$ m
From Table 3-2: $b_{10} = 1.103$, $\beta = 0.101$, and $k = -0.048$

Let $\frac{z}{10} = 2$, $X_o1 = 33$ m

For $X < 33$ m;

$$\frac{u(z)}{u_{10}} = \left[ 2 \right]^{0.15}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.11$

For $x > 33$ m;

$$\frac{u(z)}{u_{10}} = \left[ 1.103 \right] \left[ 2 \right]^{(0.147+0.101)} \left[ X \right]^{-0.048}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.31 \left[ X \right]^{-0.048}$

If $X = 1000$ m, then $\frac{u(z)}{u_{10}} = 0.94$;

$X = 3000$ m, then $\frac{u(z)}{u_{10}} = 0.892$;

$X = 10000$ m, then $\frac{u(z)}{u_{10}} = 0.842$.

(2) Given: $\alpha = 0.35$, $z_o1 = 0.7$ m, and $z_o2 = 0.1$ m
From Table 3-2: $b_{10} = 1.035$, $\beta = -0.152$, and $k = 0.03$

Let $\frac{z}{10} = 1$, $X_o1 = 0.3$ m

For $X < 0.3$ m;

"this case is not of interest"

For $x > 0.3$ m;

$$\frac{u(z)}{u_{10}} = \left[ 1.035 \right] \left[ 1 \right]^{(0.35-0.152)} \left[ X \right]^{-0.048}$$

Therefore, $\frac{u(z)}{u_{10}} = 1.035 \left[ X \right]^{0.03}$

If $X = 1000$ m, then $\frac{u(z)}{u_{10}} = 1.273$;

$X = 3000$ m, then $\frac{u(z)}{u_{10}} = 1.316$;

$X = 10000$ m, then $\frac{u(z)}{u_{10}} = 1.364$.

3.5 Terrain Effects Caused by 2-D Slopes and 3-D Slopes (Ridges and Hills)

Terrain effects include local hills, embankments, escarpments, valleys, and depressions. When accounting for the effects of terrain on the velocity profile, idealize the terrain into the forms shown in figure 3-10.

**NOTE:** This section is limited to single terrain features and small scale topographic configurations (small compared to the height of the atmospheric boundary layer). When considering multiple terrain features, assistance should be requested (see appendix 3 section 2(e)).

Consider the hill in figure 3-9. The approach velocity profile is designated by $u_a(z)$, where z is always the height above the local ground surface. The local velocities at other locations are designated by $u(x,z)$. The following equations are for the local speed-up (at the same z above the local ground surface);

a. velocity perturbation;

$$\triangle u(x,z) = u(x,z) - u_a(z)$$

b. fractional speed-up ratio;

$$\triangle S = \frac{\triangle u(x,z)}{u_a(z)}$$

c. amplification factor.

$$A = \frac{u(x,z)}{u_a(z)} = 1 + \triangle S(z)$$

The velocity field is determined by the exact geometric configuration of the terrain. The topographical configuration is described using two length scales.

a. h = The maximum height above the assumed horizontal upstream surface.

b. L = The typical length scale of the configuration. We shall adopt the commonly used definition of L, which is the distance from the crest where the elevation e above the environment is h/2.

In approximating the effect of a specific configuration, an estimate should be made of the appropriate values of h and L for which the analytical expression best describes the specific configuration, as shown for example in figure 3-10. Figure 3-10a shows a two dimensional ridge or a three dimensional hill, and figure 3-10b shows escarpment. In the case of an escarpment with sharp angles, the data at the top of figure 3-11 should be used.

For separation, distinction must first be made between configurations with mild slopes where $h/L \leq 0.5$ and configurations with steep slopes where $h/L > 0.5$. Most of the estimates are for mild slopes. Slightly larger (up to 20% at most) maximum speed-up values can occur in configurations with steep slopes, due to flow separations (See Figure 3-9b).

3.5.1 Speed Up Above the Crest of Topographical Configurations

Simple guidelines for estimating the speed-up variations near small scale topographical features for atmospheric boundary layer flow over hills with low slope are given below.

The maximum of $\triangle$ S (not of u) occurs near the surface at the hilltop. Based on this model the following guidelines are provided;

a. $\triangle S_{max} = 2\ (h/L)$ For 2-D ridges or valley with negative value of h. Separation for valley flow can occur for slopes greater than 0.3 or less.

b. $\triangle S_{max} = 0.8\ (h/L)$ For 2-D escarpments.

c. $\triangle S_{max} = 1.6\ (h/L)$ For 3-D axisymmetric hills.

These estimates should only be used for h/L up to about 0.5. In separated flows, a small increase in $\triangle S_{max}$ is expected up to $\triangle S_{max} = 1.2$.

The above 2-D cases are for flows perpendicular to the 2-D configuration. For flows at an angle to the 2-D configuration, L should be adjusted as follows:

$L = L_o / \cos \theta$ Where $\theta$ id the angle between the flow direction and normal direction, $L_o$.

It should be noted that there may be a significant (approx. 20°) change in wind direction over 2-D terrain features for non-normal flows.

The fractional speed-up at higher elevation above the hilltop can be estimated using the exponential decay law;

$$\triangle S(o,z) = (\triangle S_{max})\ (\exp\ [-E\ z/L])$$

Where E = 3 for 2-D hills
E = 2.5 for 2-D escarpments
E = 4 for 3-D hills

For an estimate of the speed-up at x not equal to zero, estimates of the decay of the speed-up away from the crest are much less certain. For hills, above the elevation of the top of the hill, the following may be used;

$$\triangle S = (\triangle S_{max})\ (\exp\ [-E(z_1^2 + x^2)^{1/2}/L])$$

where $E = 3$ for 2-D ridges
$E = 4$ for 3-D hills
$z_1$ is the height above the hill crest, see Figure 3-12

According to this equation, the constant $\triangle S$ lines become circles. This procedure gives values which are close estimates for $\triangle S$ downstream of hills. It gives slightly larger values of $\triangle S$ upstream of the hill. For estimating the velocity upstream of hills, figure 3-11 can be used.

### 3.5.2 Computing Optimal Anemometer Height Downwind of 2-D Slopes (Ridges and Lee Slopes)

Data obtained from wind-tunnel simulation of 40 2-D ridge and 48 2-D lee slope model simulations are summarized in Table 3-3 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. A 2-D ridge has a shape approximated by Figure 3-9a while a 2-D lee slope is a hill with a broad top so that the geometry would appear as in Figure 3-10b with velocity from the right in the figure. Data are provided for open country and suburban surface roughness and for a variety of slope angles. Distance x has its origin at the point where the downward slope of the ridge or lee slope begins. The range of validity of the data in table 3-3 is for ridge or lee slope heights of 40 feet to 170 feet. Smaller ridge heights are expected to give smaller anemometer heights than listed, but possibly longer relative distances. In all cases, the anemometer should be no less than 1.5H (1.5 times the height of local roughness elements). Where an error category only appeared below 1.5H, the minimum anemometer height $Z_m$ was set to 1.5H in Table 3-3 and $X_m$ was set to not applicable, NA, indicating any location on the slope above elevation 1.5H is acceptable.

Example: Given: A generally flat plane breaks into a 9 degree average slope to a river bottom 80 feet below the plane. The estimated surface roughness length $Z_o$ is 0.03 meters (grassy area with some trees and buildings). A proposed anemometer location is 500 ft down the slope from the break. Find minimum anemometer heights to limit anemometer shielding to 20 or 30 percent.

Solution: Use table 3-3, lee slope, open country, 9 degree angle.

For 20% error distance $X_m = 9h = 9(80) = 720$ ft
For 30% error distance $X_m = 8h = 8(80) = 640$ ft

Since $X(=500) < X_m(=720 \text{ or } 640)$, the anemometer is affected by the slope.

From Table 3-3, the height requirement for;
20% error is $Z_m = 70$ ft;
30% error is $Z_m = 40$ ft.

### 3.5.3 Computing Optimal Anemometer Height Downwind of 3-D Slopes (Hills)

3-D hill model simulations are summarized in table 3-4 to show the decrease in anemometer error with distance from the hilltop and height of the anemometer above ground. The 3-D hill shape is approximated by figure 3-10a; however, the upwind and lee slopes need not be similar. Data are represented in a format similar to the 2-D ridge case. Downwind slope angles are limited to 9 or 10 degrees - for larger slope angles separated flow phenomena may occur and might better be predicted by a 3-D obstacle. For the 3-D hill case, the largest effects occur beyond 4 hill heights and so the anemometer height restrictions are different farther from the hilltop. Hill heights used to obtain table 3-4 were 75 ft and 150 ft high. The range of validity may reasonably be over hill heights of 40 ft to 170 ft. Smaller hill heights are expected to give smaller anemometer height requirements than those listed by a small amount.

Example: Given: A 60 ft high grassy hill with scattered 12 ft bushes ($Z_o$ = 0.03m) has an average slope of 6 degrees. An anemometer is to be located 600 ft from the top of the downward slope. Find minimum anemometer heights to limit shielding to 20 or 30 percent.

Solution: Use table 3-4, open country, 6 degree angle, and x/h > 4.

For 20% error distance $X_m$ = 17h = 17(60) = 1020 ft
For 30% error distance $X_m$ = not applicable

Since X(=600) < $X_m$(=1020), the anemometer is influenced by the slope for 20% errors.

From table 3-4, the height requirement for;
20% error is $Z_m$ = 50 ft;
30% error is larger of 1.5 (12) = 18 ft or 20 ft, use 20 ft to avoid 30 % error.

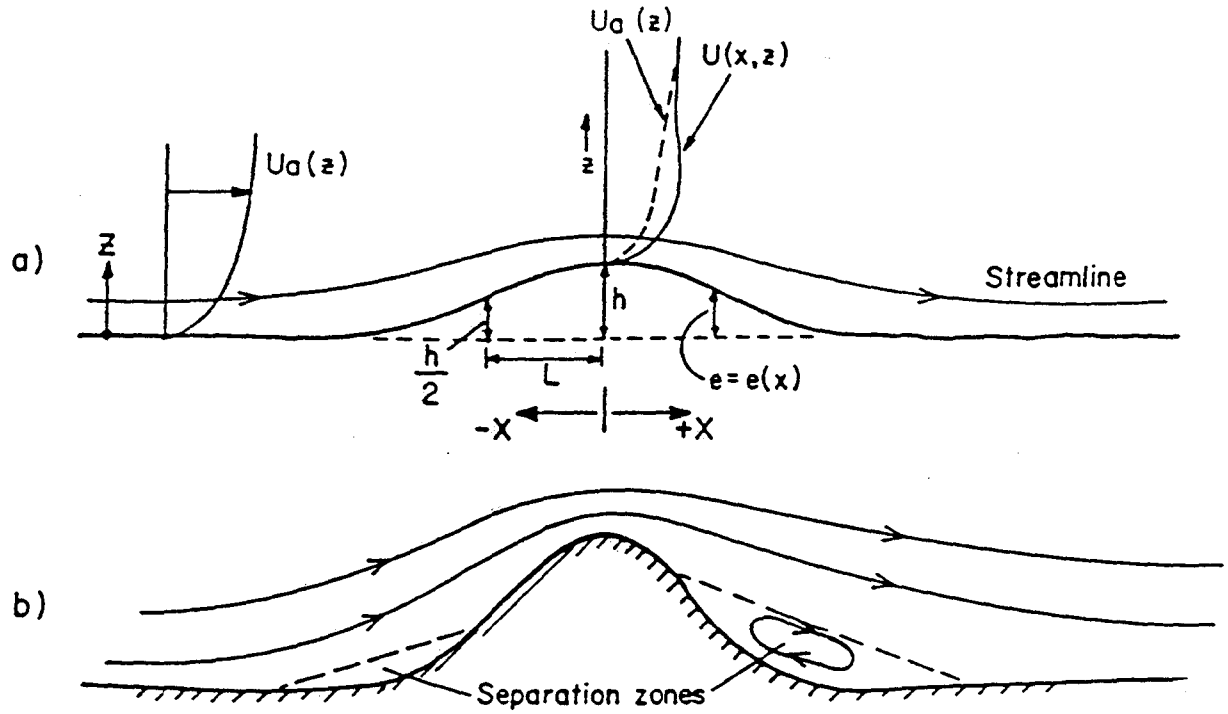



FIGURE 3-9. VELOCITY PROFILES AND SEPARATION ZONES

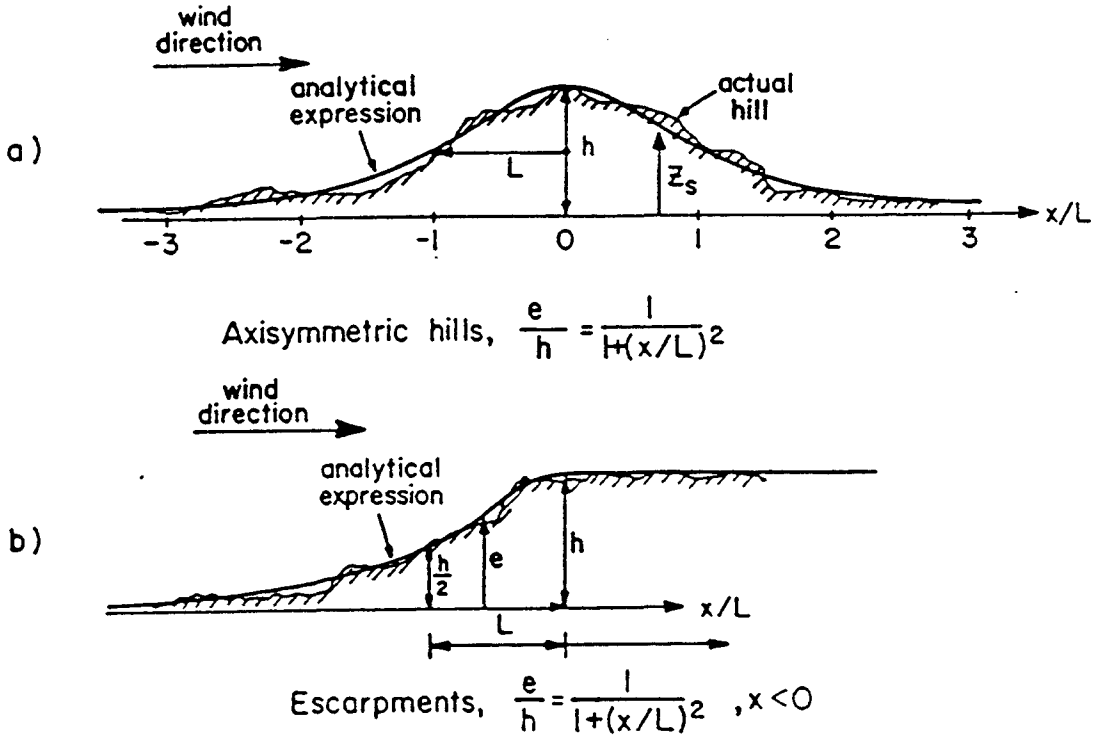
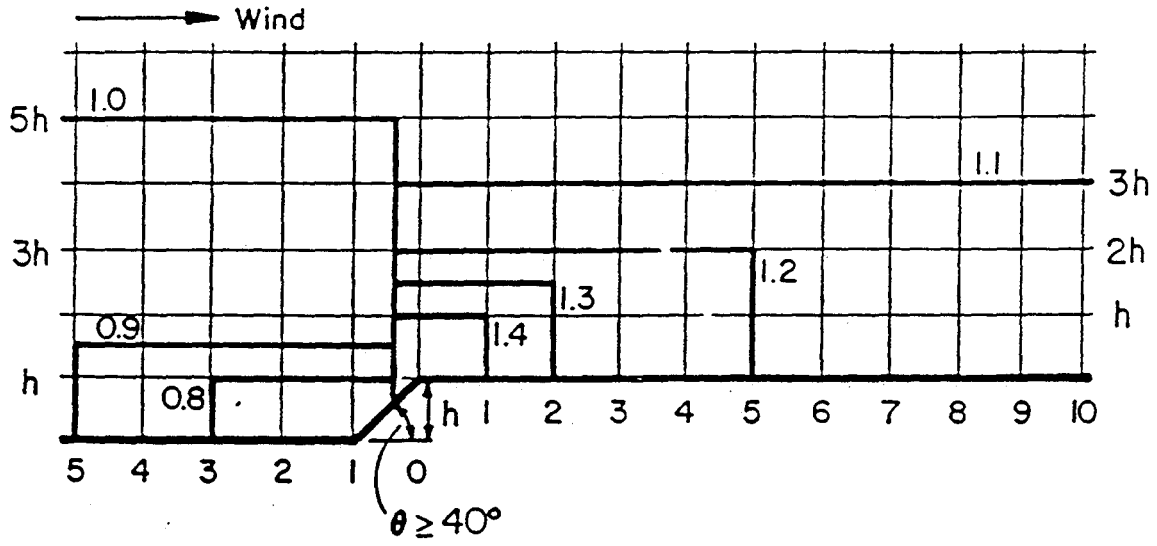



FIGURE 3-10. COMMONLY USED CONFIGURATION IN ESTIMATING THE SPEED-UP



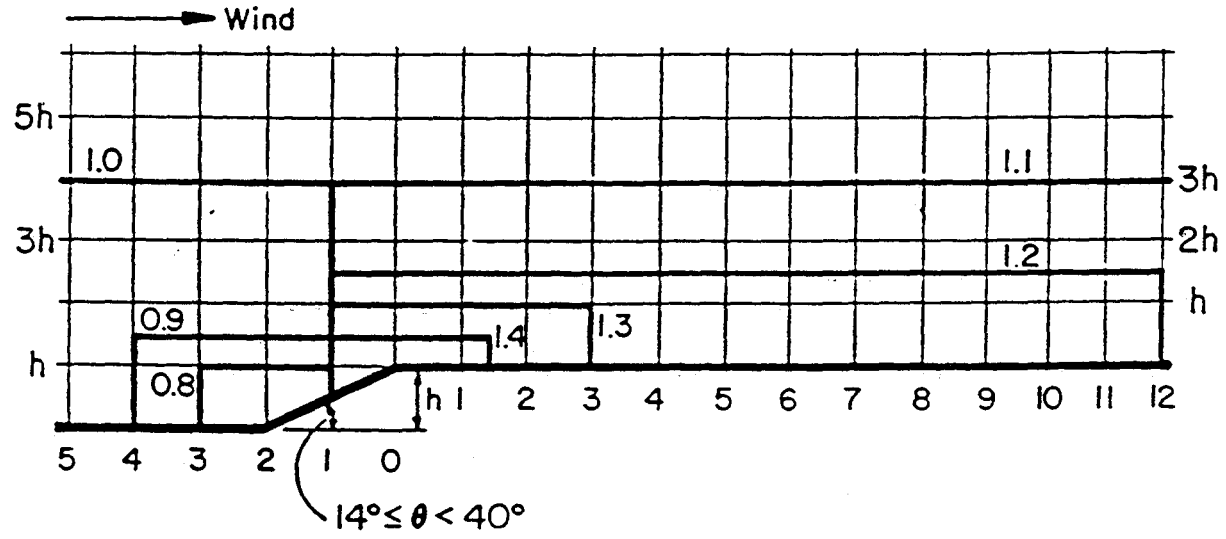




FIGURE 3-11. SIMPLIFIED CONTOURS OF AMPLIFICATION FACTOR A OVER VARIOUS ESCARPMENT SHAPES

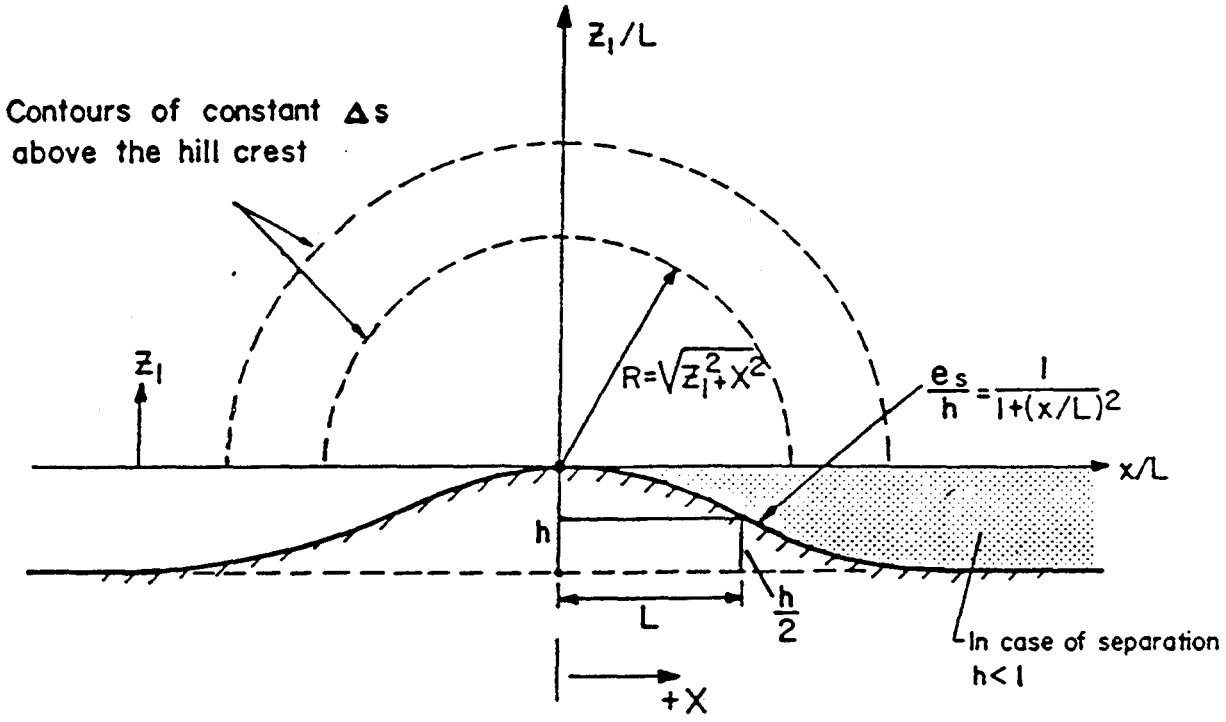



FIGURE 3-12. SPEED-UP FACTORS FOR HILLS

TABLE 3-3. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 2-D RIDGES AND 2-D LEE SLOPES

2-D RIDGE (h = 40 -170 ft)

| Roughness Category | $X_m$ or $Z_m$, ft (see Notes) | Anemometer Error | Downwind Slope Angle, degrees 1-3 | 6 | 9 | 15 |
|---|---|---|---|---|---|---|
| open country ($Z_o \leq 0.03$m) | $X_m$ | 10% | 19h[1] | 14h[1] | 14h[1] | 17h[1] |
| | | 20% | 11h[2] | 12h[2] | 10h[2] | 10h[2] |
| | | 30% | NA | NA | 9h[3] | 9h[3] |
| | $Z_m$ | 10% | 45 | 50 | 75 | 125 |
| | | 20% | 20 | 25 | 45 | 100 |
| | | 30% | 1.5H | 1.5H | 25 | 90 |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 30h | 20h | 17h | 17h |
| | | 20% | 20h | 15h | 12h | 12h |
| | | 30% | NA | 12h | 11h | 11h |
| | $Z_m$ | 10% | 70 | 120 | 140 | 170 |
| | | 20% | 40 | 60 | 90 | 120 |
| | | 30% | 1.5H | 50 | 60 | 110 |

[1]value not to exceed 1500 ft
[2]value not to exceed 1100 ft
[3]value not to exceed 900 ft

2-D LEE SLOPE (h = 40-170 ft)

| Roughness Category | $X_m$ or $Z_m$, ft (see Notes) | Anemometer Error | Downwind Slope Angle, degrees 1-3 | 5-7 | 9-11 | 15 |
|---|---|---|---|---|---|---|
| open country ($Z_o \leq 0.03$m) | $X_m$ | 10% | NA | 12h | 12h | 11h |
| | | 20% | NA | NA | 9h | 9h |
| | | 30% | NA | NA | 8h | 8h |
| | $Z_m$ | 10% | 1.5H | 70 | 120 | 180 |
| | | 20% | 1.5H | 1.5H | 70 | 70 |
| | | 30% | 1.5H | 1.5H | 40 | 50 |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 24h | 19 | 19 | 19 |
| | | 20% | NA | 12 | 12 | 12 |
| | | 30% | NA | 10 | 10 | 10 |
| | $Z_m$ | 10% | 70 | 210 | 220 | 230 |
| | | 20% | 1.5H | 110 | 150 | 170 |
| | | 30% | 1.5H | 100 | 100 | 140 |

Notes:
a. h is ridge height, H is roughness element height
b. $X_m$ = minimum distance from top of downward slope to avoid stated error for anemometer $Z<Z_m$
c. $Z_m$ = minimum height above ground to avoid stated error for anemometer at $X<X_m$. All $Z_m$ must be > 1.5H
d. 1.5H indicates height $Z_m$ of 1.5 times actual height of local roughness elements

TABLE 3-4. HEIGHT AND DISTANCE REQUIREMENTS TO LIMIT ANEMOMETER ERRORS DOWNWIND OF 3-D HILLS

| Roughness Category | $X_m$ or $Z_m$, ft (see notes) | Anemometer Error | Downwind Slope Angle, degrees 3 | 6 | 9 |
|---|---|---|---|---|---|
| *x/h*>4 | | | | | |
| Open Country ($Z_o \leq 0.03$) | $X_m$ | 10% | 30h | 20h | 18h |
| | | 20% | 23h | 17h | 12h |
| | | 30% | NA | NA | NA |
| | $Z_m$ | 10% | 70 | 70 | 70 |
| | | 20% | 30 | 50 | 60 |
| | | 30% | 1.5H | 1.5H | 1.5H |
| Suburban ($Z_o \geq 0.1$m) | $X_m$ | 10% | 25h | 21h | 15h |
| | | 20% | 22h | 13h | 11h |
| | | 30% | NA | 11h | 9h |
| | $Z_m$ | 10% | 170 | 140 | 180 |
| | | 20% | 50 | 80 | 110 |
| | | 30% | 1.5H | 50 | 60 |
| *x/h*<4 | | | | | |
| Open Country ($Z_o \leq 0.03$m) | $Z_m$ | 10% | 1.5H | 1.5H | 1.5H |
| | | 20% | 1.5H | 1.5H | 1.5H |
| | | 30% | 1.5H | 1.5H | 1.5H |
| Suburban ($Z_o \geq 0.1$m) | $Z_m$ | 10% | 1.5H | 60 | 50 |
| | | 20% | 1.5H | 40 | 40 |
| | | 30% | 1.5H | 30 | 30 |

Notes:

a. h is hill height, H is roughness element height

b. $X_m$ = minimum distance from top of downward slope to avoid stated error for anemometer $Z > Z_m$.

c. $Z_m$ = minimum height above ground to avoid stated error for anemometer at $X < X_m$. All $Z_m$ must be >1.5H or 20 ft, whichever is larger.

d. 1.5H indicates height $Z_m$ of 1.5 times actual height of local roughness elements.

## 4. Worked Examples

The following examples provide worked examples of typical problems encountered in the siting of individual LLWAS anemometers.

### 4.1 Example 1

This example treats 3-D obstacles in a suburban environment.

### 4.2 Example 2

This example covers both a three dimensional obstacle and a forest or canopy of trees.

### 4.3 Example 3

This example combines 2-D and 3-D situations with a forest canopy.

### 4.4 Example 4

This example compares two sites, one being the least sheltered reference site, and both being impacted by a suburban to open country roughness change.

### 4.5 Example 5

This example demonstrates the combined effects of speed-up over a hill and sheltering from a canopy of trees.

### 4.6 Example 6

This example demonstrates the combined effects of an upwind 2-D ridge, trees, and a building.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 1 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1) Cluster of trees | 055-065 | 450 | 6.0 | 52 | 120 | |
| 2) Cluster of trees | 070-120 | 425 | 7.0 | 57 | 350 | |
| 3) Cluster of trees | 120-140 | 700 | 4.75 | 63 | 200 | |
| 4) Cluster of trees | 330-005 | 750 | 3.5 | 51 | 400 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 1

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** This site is sitting in an open country environment, with suburbs containing clusters of trees to the NNW - SE. According to Fig. 3-1, cluster (1) causes 30% shielding, cluster (2) causes over 50% shielding, cluster (3) causes 26% shielding, and cluster (4) causes 40% shielding at the site. In order to reduce the shielding to 20% from all the aforementioned clusters, the anemometer needs to be raised to twice the height of the tallest cluster (Fig 4), which is 2 X 63' or 126'. Therefore, the anemometer should be put on a 130' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 2 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Cluster of trees | 037-052 | 130 | 26.5 | 55 | 150 | |
| Cluster of trees | 115-155 | 200 | 14 | 55 | 250 | |
| Canopy of trees | 195-340 | 50 | | 50 (mean ht.) | | $\alpha$ = .26 |

LLWAS SITE EVALUATION REPORT
EXAMPLE 2

AIRPORT_____ DATE_____

**STATION** This site is sitting in a suburban environment.

**EVALUATOR(S) COMMENTS:** The clusters to the NE and SE are 3-D obstructions. They are only 2-4 tree heights away from the site, and therefore cause greater than 40% shielding since $X_R$ is less than 1 (Fig. 3-3). In order to reduce the shielding to 20%, the anemometer must be at twice the tree height (Fig. 3-4) which in this case is 2 X 55' or 110'.

The adjacent canopy of trees to the west of the site has a mixture of trees ranging from 35' to 65', and therefore is somewhat rough ($\alpha$= 0.26). According to Fig. 3-6, with this power law exponent, the anemometer should be 59' higher than the mean forest height in order to minimize to shielding to 20%. This puts the anemometer at 50' + 59' or 109'.

In this case, it would be best to add ten feet (to allow for tree growth), and put the anemometer on a 120' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 3 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1) Tree | 355-020 | 70 | 36.5 | 50 | 30 | |
| 2) Canopy of trees | 100-127 | 900 | 2.0 | 40 | Depth =600', | = .26 |
| 3) Row of trees | 128-145 | 935 | 3.3 | 59 | | |
| 4) Cluster of trees | 178-192 | 880 | 3.0 | 50 | 300 | |
| 5) Cluster of trees | 225-255 | 540 | 5.5 | 57 | 200 | |
| 6) Warehouse | 290-305 | 950 | 2.25 | 42 | 250 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 3

AIRPORT_____ DATE_____

**STATION** This site is sitting in a suburban environment.

**EVALUATOR(S) COMMENTS:** The tree (1), clusters of trees (4), cluster of trees (5) and warehouse (6) are all 3-D obstructions since their widths are less than ten times height. According to Fig. 3-2, tree (1) causes over 50% shielding, cluster (5) causes 50 % shielding, and warehouse (6) causes 21% shielding at the site. To minimize the shielding from cluster (5) to 20 %, the anemometer needs to be twice the cluster's height (Fig. 3-4), which is 2 X 57' or 114'.

The canopy (2) causes about 13% shielding at the site (Table 3-1 and Figure 3-7). The row of trees (3) is a 2-D obstruction, and therefore causes 32% shielding at the site (Fig. 3-5). In order to reduce the shielding to 20%, the anemometer should be raised to 1.7 times the height of the row of trees (Fig. 3-5), which is 1.7 X 59' or 100'.

The cluster (5) creates the requirement for the highest anemometer level (114'). Therefore, the anemometer should be placed on a 120' pole.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

EXAMPLE 4

AIRPORT _____ STATION Remote Site 20' Agl DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Suburban interface | 080-140 | 700 | | | | $\alpha$ = .24 |
| | | | | | | site = .13 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 4 CF Site 20 Agl DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Suburban interface | 080-140 | 2200 | | | | $\alpha$ = .24 |
| | | | | | | site = .13 |
| | | | | | | |
| | | | | | | |
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LLWAS SITE EVALUATION REPORT
EXAMPLE 4

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** The example compares the effect of a suburban to open country roughness change at a CF (centerfiled) site and a remote (both out of the E-S). The CF site, being the more open site, is 2200' (670 m) from the roughness change ($\alpha$ = .24 to $\alpha$ = .13), while the remote site is 700' (213 m) from the roughness change. In order to determine the ratio of the windspeed at the remote site (U(Z)r) to the windspeed at the CF site (U(Z)c) from the E-SE, (both anemometers are at 20' or 6.1 m), it is necessary to first compare the windspeed at the sites with the windspeed at the sites with the windspeeds at the sites with the windspeed at a hypothetical (10 m) reference site ($U_1$), located in the suburban roughness upstream of the sites, by using Table 3-2 and the steps in Section 3.4.1. The ratio of the windspeed at the remote site (X = 213 m.) to the windspeed at the reference site, $U_r/u_1$ = 1.15. The ratio of the windspeed at the CF site (X = 670 m) to the windspeed at the reference site, $U_c/U_1$ = 1.22. Therefore, the ratio of the windspeed at the remote site to the windspeed at the CF site, $U_r/U_c$ = 15/22 = .94. This indicates that the remote site is 6% shielded compared to the CF site with E - SE winds, which is tolerable.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

# LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 5 _____ DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| Terrain drops | All directions | 500 | -12 | -80 | | |
| Canopy of trees | All directions | Adjacent | | 60 | | $\alpha = .27$ |

LLWAS SITE EVALUATION REPORT
EXAMPLE 5

AIRPORT_____ DATE_____

**STATION**_____

**EVALUATOR(S) COMMENTS:** This site is located on top of an approximately symmetric hill, and is in the middle of a rather rough canopy of trees (due to some shattering of the canopy, and the roughness of the terrain). Ignoring the speed-up factor of the hill, the anemometer would have to be 67' above the mean canopy height to reduce the shielding to 20% (Fig. 3-6). This would mandate a 60'+ 67' or 127' anemometer.

However, the hill causes a speed-up at the site. This speed-up (at the surface) is computed from the equation for $\Delta S$ max in line 3.5.1 (c), $\Delta S$ max =1.6 h/L, where $\Delta S$ max is the fractional speed-up, h is the height of the hill (80') and L is the distance from the hilltop to a point halfway down the hill (one-half of 500' or 250'). $\Delta S$ max = 1.6 (80')/(250') = 0.51. However, the anemometer will be about 100' above the surface, and therefore, the equation for $\Delta S$ above the hilltop must be used to compute the speed-up at anemometer level. This equation is: $\Delta S(Z) = (\Delta S \text{ max})(\exp[-EZ/L])$, where Z is the anemometer height (100') and E is 4 for 3-D hills. $\Delta S(100') = (.51)(\exp[-EZ/L]) = (0.51)(\exp[-(4)(80')/(250')]) = 0.14$; i.e., there is a 14% speed-up at 100'. Since the anemometer can tolerate 20% shielding, the combined effect of the shielding from the tree canopy and the speed-up from the hill should equal 20% shielding. Since the hill creates a speed-up factor of 14%, the tree canopy can cause no more shielding than 1-0.8/1.14 or 30%. Using Fig. 3-6, the anemometer can be 42' above the mean canopy height (60') to receive 30% shielding, or 120'. Therefore, a 110' pole should be utilized at this site.

PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

## LLWAS SITE EVALUATION REPORT

AIRPORT _____ STATION EXAMPLE 6 DATE _____

| OBSERVATION | BEARING | DISTANCE | INCLINE | HEIGHT | WIDTH | REMARKS |
|---|---|---|---|---|---|---|
| 1a) Ridge (base) | 010-120 | 500 | 0 | 0 | | |
| 1b) Ridge (top) | 010-120 | 1100 | 7.6 | 150 | | |
| 2) Tree | 150-160 | 300 | 8.5 | 50 | 52 | |
| 3) Building | 240-270 | 800 | 2.0 | 33 | 415 | |
| 4) Cluster of Trees | 290-310 | 500 | 6.3 | 60 | 175 | |

LLWAS SITE EVALUATION REPORT
EXAMPLE 6

AIRPORT_____ DATE_____

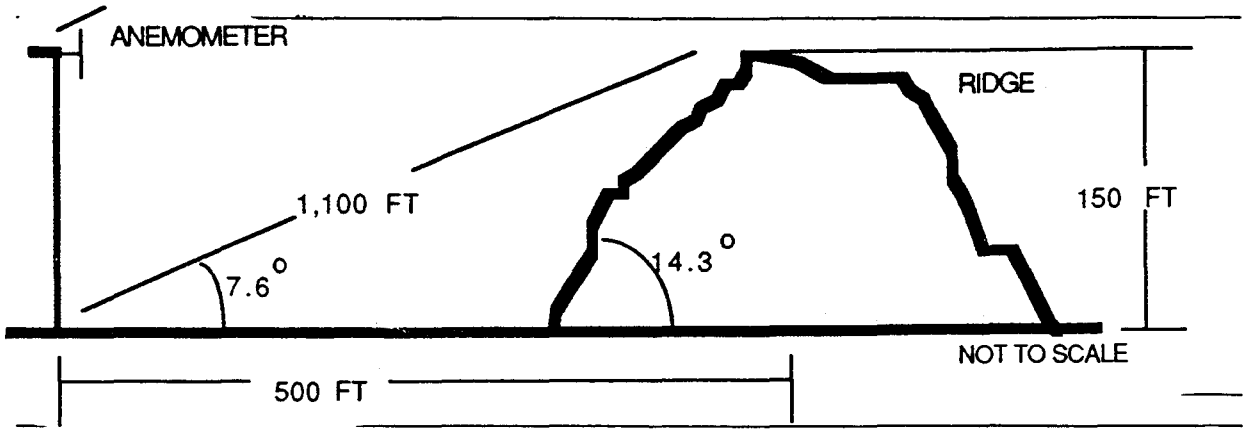
**STATION**_____

**EVALUATOR(S) COMMENTS:** The drawing below shows the positions of the ridge and anemometer. The station is in an open country environment. Using Table 3-3, 2-D ridge, open country, 15° angle; 20% error distance $X_m$ = 10h = 1,500'. Since X (=1,100) is less than $X_m$(=1,500), the anemometer is affected by the ridge. From Table 3-3, the height requirement for 20% error is $Z_m$= 100'.

The tree and cluster of trees are 3-D obstructions. From Fig. 3-1, the tree causes 23% error, and the cluster causes 33% error. In order to reduce the error to 20% from the tree and the cluster, the anemometer needs to be raised (using Fig. 3-4) to 88' to 120', respectively.

The building is 2-D obstruction. From the formula in Section 3.2.1 for low obstacles. The building causes 17% error, which is tolerable.

Therefore, the anemometer should be placed at 120' in order to counteract the effects of both the cluster of trees and the ridge.




PHOTOGRAPH IDENTIFICATION_____

NOTE: Refer to figure numbers in practical examples for guidance.

**RESOLUTION NO. 46 OF 2022**

**A RESOLUTION TO CONGRATULATE AND CELEBRATE ZETA PHI BETA SORORITY, INCORPORATED, ZETA IOTA ZETA CHAPTER FOR THEIR 60 YEARS OF DEDICATED SERVICE, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**COUNCILMEMBER: JERRY BOWMAN, JR.**

**WHEREAS,** the Zeta Phi Beta Sorority, Incorporated, Zeta Iota Zeta Chapter was chartered April 20, 1962, and will celebrate 60 years of dedicated service this year; and

**WHEREAS**, the twelve charter members were Sorors Mary Amos, Theola Goodwin, Ernie Mae Odom, Rosa Rice, Clara A. Bennett (deceased), Johnnye S. Martin (deceased), Ruby T. Powell (deceased), Juanita Rollins, Doris Breckenridge, Ruby Newton, Mildred Quarles (deceased), and Vergie Lee Specks; and

**WHEREAS**, the chapter membership increased in less than two years after it was charted and there was an aura of excitement whenever and wherever the chapter did activities publicly; and

**WHEREAS**, an impressive Finer Womanhood Observance was held in Minden, Louisiana, which included the auxiliary group, IZ Girls, the first Miss IZ Girl was Beatrice Toney (1963), who is now a member of Zeta Iota Zeta; and

**WHEREAS**, Zeta Phi Beta Sorority, Incorporated, Zeta Iota Zeta Chapter brought to the Shreveport, Bossier City, Barksdale and surrounding areas the late classic, multi-talented Earl Grant and the periodic presentation of Earl Grant was a Zeta Iota Zeta project until his untimely death; and

**WHEREAS**, over the years with members moving to other states and some relocating to Shreveport, the chapter was large enough to make feasible two chapters in the City of Shreveport; and

**WHEREAS**, the chapter has been very active in traditions of Founders' Day, Finer Womanhood Observance, Pledge Renewal, Reclamation, Scholarships & Awards, Voter Registration Drives, Z-HOPE, Stork's Nest, Youth Groups (Archonettes, Amicettes, Pearlettes, Gems, Gents) and Amicae auxiliary; and

**WHEREAS**, a celebration will be held in honor of one living charter member Soror Juanita Rollins Adams on April 22-24, 2022; and

**WHEREAS,** Zeta Phi Beta Sorority, Incorporated, Zeta Iota Zeta Chapter desires that they will live on forever, increase membership, and continue to provide numerous services to the community in an effort to help others excel through mind, body and spirit.

**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 congratulates and celebrates the Zeta Phi Beta Sorority, Incorporated, Zeta Iota Zeta Chapter, for their 60 years of dedicated service.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Zeta Phi Beta Sorority, Incorporated, Zeta Iota Zeta Chapter, 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._____ OF 2022**

**A RESOLUTION PROCLAIMING APRIL 11-15, 2022 TO BE NATIONAL COMMUNITY DEVELOPMENT WEEK AND OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY COUNCILMEMBER:**

**WHEREAS**, the City of Shreveport is a participant in the Community Development Block Grant ("CDBG") program, of which the main purpose is to provide decent, safe, and sanitary housing, a suitable living environment, and economic opportunities to low- and moderate-income people; and

**WHEREAS**, 2022 marks the 48th anniversary of the CDBG program, which was enacted into law as part of the Housing and Community Development Act of 1974; and

**WHEREAS**, the City of Shreveport is also a participant in the HOME Investment Partnerships ("HOME") program which provides funding to local communities to create decent, safe, and affordable housing opportunities for low-income persons; and

**WHEREAS,** this Council recognizes that the CDBG and HOME programs are a partnership of federal, state, and local governments, businesses, non-profits, community organizations, and residents, and that the services funded by the US Department of Housing and Urban Development, which are administered by the local governments and often delivered by non-profit organizations, rely heavily on the dedication and good will of our combined efforts; and

**WHEREAS,** in light of the possibility of reduced CDBG program funding, public recognition of the vital importance of the CDBG program to national communities like the City of Shreveport is essential.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that April 11-15, 2022 is to be proclaimed as National Community Development Week in the City of Shreveport.

**BE IT FURTHER RESOLVED**, that during this week this community will give special thanks and recognition to all participants whose hard work and devotion to their neighborhoods and their low- and moderate-income residents help ensure the quality and effectiveness of the Community Development Block Grant, HOME Investment Partnerships program.

**BE IT FURTHER RESOLVED** that the City of Shreveport, along with its service providers and other community residents, hereby petition the United States Congress to recognize the outstanding work being done locally and nationally by the Community Development Block Grant, HOME programs and their vital importance to the nation's communities and to their low- and moderate-income residents. The Clerk of Council is hereby directed to send a copy of this Resolution to Senator Bill Cassidy, Senator John Kennedy and U.S. Representative Mike Johnson.

**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

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION TO COMMEND THE AMERICORPS SENIORS SOUTHERN UNIVERSITY AT SHREVEPORT CADDO/BOSSIER/DESOTO FOSTER GRANDPARENT VOLUNTEER PROGRAM, TO RECOGNIZE MAY 5, 2022, AS AMERICORPS SENIORS FOSTER GRANDPARENT VOLUNTEER DAY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBERS: TABATHA TAYLOR, JERRY BOWMAN, JR., AND JAMES GREEN**

**WHEREAS,** it is appropriate to commend AmeriCorps Seniors Caddo/Bossier Foster Grandparent Volunteer Program for its forty-two years of exceptional service in Caddo and Bossier; and now including Desoto Foster Grandparent Volunteer Program; and

**WHEREAS**, the Foster Grandparent Volunteer Program (FGP) is under a new sponsorship, Southern University at Shreveport (SUSLA); it is federally funded program by the Corporation for National and Community Service, now known as the AmeriCorps Seniors (new brand), a federal agency, that brings people together to tackle the country's most pressing challenges through national service and volunteering; and

**WHEREAS**, AmeriCorps members and AmeriCorps Seniors FGP volunteers serve with organizations dedicated to the improvement of communities; and

**WHEREAS**, this nationwide program offers seniors, who are fifty-five years of age or older, the opportunity to serve as mentors, tutors, and caregivers to economically disadvantaged youth one-on-one, helps to improve behavioral and educational outcomes for students with special and exceptional needs, helping children who suffer from abuse or neglect, and provides support to children of veterans or who have a deployed family member; and

**WHEREAS**, the FGP serves over 280,000 special needs children through a network of various organizations and helps to guide students to higher academic achievement; and

**WHEREAS**, the AmeriCorps Seniors SUSLA Foster Grandparent Volunteer Program matches the willingness and capacity of Caddo/Bossier/Desoto FGP's volunteers to devote their time, experience, and compassion with the needs of children to learn and prepare for the life ahead of them; and

**WHEREAS**, this program continues to fulfill its mission of providing guidance and support to disadvantaged children, enriching their life while enriching the lives of others; and

**WHEREAS**, AmeriCorps Seniors volunteers who serve with in the FGP provide the kind of comfort and love that sets a child on a path to a successful future, in addition, AmeriCorps Seniors volunteers themselves report better health and longevity having served their community.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened that the City Council does hereby commend the AmeriCorps Seniors SUSLA Caddo/Bossier Foster Grandparent Volunteer Program for its forty-two years of exceptional service to children; does hereby extend best wishes for continued success in the future; and does hereby recognize Thursday, May 5, 2022, as "AmeriCorps Seniors Foster Grandparent Volunteer Day."

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**RESOLUTION NO. ____ OF 2022**

**A RESOLUTION CALLING UPON THE FEDERAL GOVERNMENT TO URGENTLY ADDRESS THE STUDENT LOAN CRISIS AND ENACT A PLAN TO CANCEL STUDENT LOAN DEBT AND BEGIN THE TRANSITION TO EDUCATION AS A PUBLIC GOOD, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER: TABATHA TAYLOR**

**WHEREAS,** the Shreveport City Council hereby determines that it is timely and necessary to call upon the federal government to urgently address the student loan crisis, enact a plan to cancel student loan debt, and begin the transition to education as a public good; and

**WHEREAS**, student loan debt burdens more than 44 million Americans, and prevents millions from buying homes, starting businesses, saving for retirement, or even starting families; and

**WHEREAS,** the student loan crisis impacts nearly 1 in 5 Americans, with Black, Latinx, American Indian and Alaska Native, Asian and Pacific Islander, and other communities of color, low-income residents, and young adults most impacted by student loan debt. Collectively, Americans hold over $1.6 trillion in student loan debt and growing, and Louisianians alone hold $22.5 billion in student loan debt; and

**WHEREAS,** Louisiana's average median household income is $50,800, Shreveport is $40,809, while the state's average student loan debt balance is $34,651. This forces many Louisianans to choose between paying down their debt and meeting their immediate needs, 5.9 percent of borrowers are age 60 and above; and

**WHEREAS**, just over 26 percent of Shreveport residents hold a bachelor's degree or higher and while Louisiana's average student debt balance is less the national average, Louisiana has one of the highest default rates in the nation, lower median household income results in higher default rates; and

**WHEREAS,** college is more expensive, and more essential, than ever before. Advancements in technology are making it harder to earn a living wage without an advanced degree, and college graduates earn on average 80 percent more than those with a high school diploma. While college attendance is higher than ever before, the cost of college education has more than doubled over the past generation. Further, many students who take out loans do not ultimately complete a college degree; the default rate among borrowers who didn't complete their degree is three times higher than the rate for borrowers who did earn a degree; and

**WHEREAS**, the student loan crisis is an issue of racial equity. On average, Black students are more likely to take out student loans; Black borrowers owe more than white borrowers; and Black borrowers pay down their debt more slowly, in part due to the racial wealth gap, the racial pay gap, and racial discrimination in hiring. Black students who earned a bachelor's degree had a default rate nearly four times higher than similarly situation white peers due to complex facets of wealth and wage disparities and structural racism. Black and Latinx students are three times more likely to attend a for-profit college than white students, which are often predatory and result in much higher rates of default. On average, American Indian and Alaska Native student borrowers owe the highest monthly payments. Student debt exacerbates the existing racial wealth gaps and holds many people of color back from building intergeneration wealth; and

**WHEREAS**, the student loan crisis is an issue of gender equity. While a slight majority of college students are women, women hold roughly two thirds of the nation's student loan debt. Black women, on average, accrue more debt than other women. Because of the gender pay gap, women have a harder time paying off their debt and struggle more financially to do so. A disproportionate number of single mothers attending college attend for-profit colleges and accrue higher levels of debt than students at non-profit colleges. The intersection of racial and gender wage and wealth gaps make it even harder for women of color to afford college, pay down their student debt, and accrue intergenerational wealth; and

**WHEREAS**, the student loan crisis is an issue of socioeconomic equity. Low-income students and families are more likely to need to take out loans and to default on loans. First generation college students accrue more debt on average than other students and are more likely to default on their loans. Students who are veterans, parents, or caregivers also face higher risk of default. While higher-income communities are more likely to have loan balances due to higher rates of college attendance, there are far higher rates of economic hardship and delinquency resulting from student loans in low-income communities; and

**WHEREAS**, cancelling student loan debt and eliminating debt in higher education represents a significant economic opportunity for the City of Shreveport to increase spending in our local community, support residents' wealth-building and social mobility, and provide a deeply needed stimulus during recovery from the COVID-19 pandemic; and

**WHEREAS**, cancelling student loan debt and eliminating debt in higher education will have a considerable positive impact on the thousands of students that attend college in Shreveport and will help advance an equitable, accessible higher education system for all our residents; and

**WHEREAS,** cancelling student loan debt and eliminating debt in higher education will improve a range of health outcomes by alleviating debt-associated stress and mental health impacts and improving investments in residents' health services and health outcomes.

**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 calls upon the federal government to leverage its authority to urgently address the student loan crisis by enacting a plan to cancel student loan debt and begin the transition to education as a public good.

**BE IT FURTHER RESOLVED,** that a copy of this resolution be sent to the President of the United States, President Joseph R. Biden, Senators Bill Cassidy and John Kennedy and Representative Mike Johnson.

**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

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION TO SUPPORT HOUSE BILL NO. 774 FILED IN THE 2022 REGULAR SESSION OF THE LOUISIANA LEGISLATURE RELATIVE TO EXPUNGEMENTS FOR CERTAIN AMOUNTS OF POSSESSION OF MARIJUANA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: TABATHA TAYLOR**

**WHEREAS**, House Bill No. 774 of the 2022 regular session of the Louisiana Legislature ("HB 774") provides relative to when a person may file an expungement for certain convictions of possession of marijuana and exempts the payment of expungement fees for a person with certain convictions of possession of marijuana; and

**WHEREAS**, HB 774 provides that a person may file a motion to expunge his record of arrest and conviction of a misdemeanor offense involving the possession of marijuana, tetrahydrocannabinol, or chemical derivatives thereof pursuant to R.S. 40:966(C)(2)(a) from the date of conviction; and

**WHEREAS**, HB 774 provides that a person who has been convicted of a misdemeanor offense involving the possession of marijuana, tetrahydrocannabinol, or chemical derivatives thereof pursuant to R.S. 40:966(C)(2)(a) shall be exempt from the payment of the processing fees otherwise authorized.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that the Shreveport City Council endorses and strongly supports the enactment of House Bill No. 774 that has been filed in the 2022 regular session of the Louisiana Legislature.

**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:**

_____

City Attorney's Office

**RESOLUTION NO. ___ OF 2022**

**A RESOLUTION TO CONGRATULATE AND CELEBRATE ELIZABETH "ELLIE" FRANKS FOR BEING NAMED REGION 6 8TH GRADE STUDENT OF THE YEAR IN THE STATE OF LOUISIANA, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**COUNCILMAN: JOHN NICKELSON**

**WHEREAS,** Elizabeth "Ellie" Franks is an 8th grade student at Saint Joseph Catholic School, Diocese of Shreveport where she is a member of the National Junior Honor Society; and

**WHEREAS**, she is the current president of the St. Joseph Catholic School Student Council and the current president of the Mini Vinnies, a student conference of the St. Vincent de Paul Society; and

**WHEREAS**, Ellie is the 8th Grade Student of the Year for St. Joseph Catholic School and for the Diocese of Shreveport; and

**WHEREAS**, Ellie won the Region 6 8th Grade Student of the Year in the State of Louisiana; and

**WHEREAS**, students are selected based on academic achievement, leadership skills, character, and service to their schools and communities; and

**WHEREAS**, regional selection committees review students' resumes and portfolios, along with writing samples and interviews to assess their communication and critical thinking skills; and

**WHEREAS**, Ellie will go on to compete against the other regional winners for the statewide title which will be announced on April 13, 2022; and

**WHEREAS**, prior to selecting the statewide winners, the selection committee will conduct interviews and again review the finalist's portfolios and writing samples.

**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 congratulates Elizabeth "Ellie" Franks for being names Region 6 8th Grade Student of the Year in the State of Louisiana and wishes her luck as she competes for the statewide title.

**BE IT FURTHER RESOLVED** that this resolution shall be executed in duplicate originals with one original presented to the Elizabeth "Ellie" Franks 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:**

_____

City Attorney's Office

**RESOLUTION NO. __52__ OF 2022**

**A RESOLUTION TO THANK PRESIDENT BIDEN FOR COMMITTING THE UNITED STATES TO ACCEPTING 100,000 UKRAINIAN REFUGEES AND TO CONVEY THE CITY OF SHREVEPORT'S WILLINGNESS TO RECEIVE AND WARMLY WELCOME THOSE REFUGEES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JOHN NICKELSON**

**WHEREAS,** in the fall of 2021, Ukrainian officials reported that the Russian government placed 100,000 troops near the border of Ukraine; and

**WHEREAS**, on February 21, 2022, Russian President Vladimir Putin announced that Russia recognized the independence of the separatist Donetsk and Luhansk People's Republics (DPR and LPR); and

**WHEREAS,** three days later, on February 24, 2022, Russia invaded Ukraine, attacks by Russian forces were reported in major cities across Ukraine, including Berdyansk, Chernihiv, Kharkiv, Odesa, Sumy, and the capital Kyiv; and

**WHEREAS,** the Office of the United Nations High Commissioner for Human Rights (OHCHR) verified 1,563 thousand deaths of civilians in Ukraine during the war as of April 5, 2022; and

**WHEREAS,** the war resulted in a humanitarian crisis, as millions of Ukrainians fled to the west of their country and abroad; and

**WHEREAS**, since Russia started its invasion of Ukraine on February 24, 2022, over 4.31 million refugees left their homes in Ukraine and headed toward other countries as of April 6, 2022; and

**WHEREAS**, neighboring Poland recorded the highest number of refugees, at nearly 2.5 million as of April 4, 2022, followed by Romania, Moldova, and Hungary; and

**WHEREAS,** on March 24, 2022, the Biden administration announced the United States plans to welcome up to 100,000 Ukrainians and others fleeing Russia's aggression through the full range of legal pathways, including the U.S. Refugee Admissions Program; and

**WHEREAS**, the administration is also working to expand and develop new programs with a focus on welcoming Ukrainians who have family members in the United States; and

**WHEREAS,** the United States has a long history of offering refuge to those fleeing persecution and war; and

**WHEREAS,** the United States has historically led the world in refugee resettlement, since 1980, the U.S. has taken in 3 million of the more than 4 million refugees resettled worldwide.

**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 thanks President Biden for committing the United States to accepting 100,000 Ukrainian refugees and hereby conveys the City's willingness to receive and warmly welcome as many of those refugees as the President's administration thinks prudent to send to the City of Shreveport.

**BE IT FURTHER RESOLVED,** that a copy of this resolution be sent to the President of the United States, President Joseph R. Biden, Senators Bill Cassidy and John Kennedy, Representative Mike Johnson, and Ambassador of Ukraine to the United States Oksana Markarova.

**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:**

_____

City Attorney's Office

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

**TITLE**

A RESOLUTION TO SUPPORT THE DEVELOPMENT OF PASSENGER RAIL SERVICE FROM FORT WORTH, TX THROUGH THE CITY OF SHREVEPORT, LA TO ATLANTA, GA ALONG THE I-20 CORRIDOR, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**DATE**

3/25/2022

**ORIGINATING DEPT./DIV.**

SporTran

**SPONSOR OR COUNCIL MEMBER**

## PURPOSE

Support the development of Passenger Rail Service From Fort Worth, TX through the City of Shreveport, LA to Atlanta, GA along the I-20 Corridor.

This Resolution will have direct impact on Council District: **N/A**

## BACKGROUND INFORMATION

## TIMETABLE

Introduction: **4/12/2022**

Final Passage: **4/12/2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| | N/A |

## CONCLUSION

Adoption of this resolution is recommended.

**FACT SHEET PREPARED BY:** Dinero’ Washington, Director

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION TO SUPPORT THE DEVELOPMENT OF PASSENGER RAIL SERVICE FROM FORT WORTH, TX THROUGH THE CITY OF SHREVEPORT, LA TO ATLANTA, GA ALONG THE I-20 CORRIDOR, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

WHEREAS, in November of 2021, Congress passed a major bi-partisan infrastructure bill, which includes some sixty-six (66) billion dollar allocation for passenger rail and Amtrak;

WHEREAS, connecting Fort Worth, Texas and Atlanta, Georgia, with points along the Interstate 20 Corridor including the City of Shreveport , would establish a passenger rail connection joining more than 14 million residents throughout Texas, Louisiana, Mississippi, Alabama and Georgia, and connecting these states with the East Coast and onward north to New York;

WHEREAS, the existing Interstate 20 was constructed almost sixty years ago, and there has been no material increase in capacity, despite the population growth throughout these states of two to three times during the last two generations, and there appear to be no present plans to materially expand the existing four lanes of Interstate 20 for the foreseeable future;

WHEREAS, the I-20 Corridor Council, representing many cities and councils of governments along the proposed route obtained federal funding and has completed two important studies, including

(1) a 2015 Amtrak **feasibility study** which determined that a long-distance passenger rail connection could operate profitably over the existing railroad infrastructure would require no annual governmental subsidy, and
(2) a 2017 **capacity study** suggested that a capital expenditure investment of less than $80 million in Texas, Louisiana, and Mississippi. This would represent a fraction of the cost of conventional highway construction and would enable new passenger rail service on the route without adversely affecting freight traffic along the host railroad; and

**WHEREAS,** the I-20 Rail Corridor service would provide an east-west connection consisting of two daily passenger trains for the regions of Dallas, Fort Worth and Atlanta and would run through the City of Shreveport; and the proposed railway service will connect surrounding regions and result in increased economic viability for cities along the railway route for tourism and increased mobility by providing an alternative means of transportation; and

**WHEREAS,** grassroots, multi-state coalitions including mayors, local, state and federal officials, business and economic leaders and many other stakeholders have shown great support for this opportunity along the I-20 corridor, and creating an economical and environmentally attractive addition to highway travel;

**WHEREAS**, the proposed acquisition of the Kansas City Southern Railway (“KCS”) by Canadian Pacific Railway (“CP”) is pending before the Untied States Surface Transportation Board, and Canadian Pacific and Amtrak have announced plans to conduct a study to finalize a cooperative agreement to operate the passenger train for the I 20 Corridor along the trackage being acquired by Canadian Pacific;

**NOW THEREFORE BE IT RESOLVED** by the City of Shreveport in legal session convened, hereby recognizes and supports the efforts to construct and operate a long-distance passenger rail connection along the I-20 corridor, also supports the approval of the Surface Transportation Board of the merger between Kansas City Southern and Canadian Pacific Railway, and further supports the efforts to improve on-time performance of Amtrak passenger trains with the host railroad carriers.

**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

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

**TITLE**
**A RESOLUTION ENDORSING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF TRANSPORTATION TO SECURE FUNDS FROM 2022 DISCRETIONARY GRANT FUNDING AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**DATE**
April 6, 2022

**ORIGINATING DEPARTMENT**
SPORTRAN

**COUNCIL DISTRICT**
All

**SPONSOR**

**PURPOSE**
A Resolution to support the submission of a grant application to the U.S. Department of Transportation.

**BACKGROUND INFORMATION**
The City of Shreveport desires to apply to secure funds from the $1.5 billion discretionary funding from the Rebuilding American Infrastructure and Sustainability and Equity (RAISE) grant through the U.S. Department of Transportation.

For this round of RAISE grants, the maximum grant award is $25 million, and no more than $100 million to a singles state. Shreveport's RAISE grant application will focus on the Shreveport Healthcare Development Corridor and primarily (1) Bus Rapid Transit (BRT) buses and stations utilizing electric buses, (2) street and intersection improvements on the 1.6-mile stretch that connects the Health Care Corridor, (3) traffic signal improvements along BRT route including emergency vehicle preemption devices, (4) bike facilities such as protected bike lanes and/or sharrows and (5) improved street lighting.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 12, 2022

**ATTACHMENT(S)**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
None.

**FINANCES**
None.

**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 Resolution is recommended.

**FACT SHEET PREPARED BY:** Dinero' Washington
Director

**RESOLUTION NO._____OF 2022**

**A RESOLUTION ENDORSING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF TRANSPORTATION TO SECURE FUNDS FROM 2022 DISCRETIONARY GRANT FUNDING AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

BY:

**WHEREAS,** the City of Shreveport resolves to apply to secure funds from the $1.5 billion in Fiscal Year 2022 discretionary funding from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant through the U.S. Department of Transportation; and

**WHEREAS,** the focus for the City's application to secure funding will center on the Shreveport Healthcare Development Corridor to improve the roadway, lighting and provide pedestrian bridges in the high traffic area along the route which will enhance safety. Bus Rapid Transit (BRT) buses and stations utilizing electric buses, street and intersection improvements will also be made on the 1.6-mile stretch that connects the Health Care Corridor, traffic signal improvements along BRT route including emergency vehicle preemption devices, bike facilities such as protected bike lanes and/or sharrows and improved street lighting.

**NOW THEREFORE IT BE RESOLVED,** by the City Council of the City of Shreveport, in legal session convened that the Mayor be and is hereby authorized to execute any documents necessary to complete the application submission process for the aforementioned grant 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

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | 4/6/22 | OFFICE OF THE CITY ATTORNEY<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

To authorize the execution of a Retainer Agreement with Scott J. Chafin, to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to the consent decree.

**All**

## BACKGROUND INFORMATION

The City desires to retain the services of Scott J. Chafin, to provide legal advice, counsel and representation to the City on certain matters related to the consent decree.
Scott J. Chafin will be compensated 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None

| FINANCES | SOURCE OF FUNDS |
|---|---|
| None | NA |

## CONCLUSION

**FACT SHEET PREPARED BY:** Ronald F. Lattier, City Attorney

**RESOLUTION NO. 53 OF 2022**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RETAINER AGREEMENT WITH ATTORNEY SCOTT J. CHAFIN, RELATIVE TO CERTAIN CONSENT DECREE MATTERS AND OTHERWISE PROVIDE WITH RESPECT THERETO**

BY:

**WHEREAS,** the City of Shreveport ("City") desires to retain the services of Scott J. Chafin to serve as outside legal counsel for the City of Shreveport on a contingency basis related to litigation on behalf of the City of Shreveport related to certain matters involving the consent decree; and

**WHEREAS**, the Office of the City Attorney recommends the employment of such special legal counsel to advise, counsel and represent the City in these matters 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 Scott J. Chafin, Attorney at Law, to provide legal representation, counsel and advice to the City of Shreveport, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council on January 11, 2022.

**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:**

_____

**City Attorney's Office**

**CONSENT DECREE LITIGATION**

This Retention Agreement (hereinafter this "Agreement") is entered into by and between The City of Shreveport ("Shreveport") and Scott J. Chafin ("Outside Counsel"), effect as of _____, 2022. on this _____ day of _____ 2022, by and between the City of Shreveport, a duly organized

**RECITALS**

**WHEREAS,** the City is to retain the services of Scott J. Chafin as outside counsel to provide legal advice, counsel and representation in connection with certain matters related to the consent decree.

**WHEREAS,** Scott J. Chafin desires to accept such engagement.

**IT IS THEREFORE AGREED** between the City of Shreveport and Scott J. Chafin that:

Scott J. Chafin will provide legal advice, counsel, and representation to the City of Shreveport in connection with certain matters related to the consent decree as requested by from time to time by the City Attorney.

In consideration of performing said services and advancing necessary costs and expenses required to fulfill his responsibilities, it is hereby agreed that Scott J. Chafin shall be compensated with 30% of the gross proceeds of recovery by settlement or judgment solely for claims arising from certain matters related to the consent decree.

In addition to the attorney fee, Scott J. Chafin will advance all costs of representation. It is also agreed that if recovery is made on the City of Shreveport's behalf, the City of Shreveport will repay the costs and expenses from the funds recovered, and Scott J. Chafin is hereby authorized to make direct disbursements for such expenses, costs and advances from any settlement or judgment funds. It is understood and agreed that the repayment by the City of Shreveport of the costs and expenses is contingent upon the outcome of the City of Shreveport's case. The City of Shreveport will not be responsible for payment of these costs and expenses if there is no recovery on the City of Shreveport's behalf.

Subject to the prior written approval of the City Attorney, Scott J. Chafin shall be authorized to

retained outside experts or consultants, the services of which are necessary to aid Scott J. Chafin in fulfilling its obligations and responsibilities to the City of Shreveport hereunder.

Scott J. Chafin agrees that at no time shall he or any Partner, Associate or employee associated with any firm to which he is associated, with will utilize against the City of Shreveport, its officers, employees, and agents, in litigation or otherwise, information of any nature or kind obtained directly or indirectly from or as a consequence of its representation of City of Shreveport.

This Agreement may be terminated in whole or in part by either party at any time by notifying the other in writing at least thirty (30) days prior to the effective date of such termination.

The parties expressly acknowledge and agree that in entering into this Agreement, that no party shall be liable to the other for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further that under the provisions of LSA-R.S. 23:1034, person employed by either party to this Agreement shall be considered an employee of the other party to the other party to this Agreement.

This Agreement shall be reasonably construed and substantial compliance with its terms, conditions and obligations are hereby intended, unless the context or a literal compliance requires otherwise. Whenever approval or consent is herein required by either party to this Agreement, the same shall not be unreasonably or arbitrarily withheld.

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

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

This Agreement shall constitute the entire agreement between the parties and shall not be otherwise affected by any other purported undertaking, whether written or oral.

The City of Shreveport specifically acknowledges that Scott J. Chafin is only representing the City of Shreveport in connection with the certain matters described above. If the City of Shreveport desires representation in any other matter, a separate contract must be signed. In the absence of such a contract, Scott J. Chafin will have no responsibility or liability to the City of Shreveport for any other legal matters resulting from this accident or any other incident.

The City of Shreveport acknowledges reading this agreement in its entirety and agrees to and understands the terms and conditions set forth herein. The City of Shreveport acknowledges that there are no other terms or oral agreements existing between Scott J. Chafin and the City of Shreveport. This agreement may not be amended or modified in any way without the prior written consent of Scott J. Chafin and the City of Shreveport. The City of Shreveport acknowledges receipt of a copy of this agreement at the time of execution of this agreement.

***(Remainder of page intentionally left blank)***

# FACT SHEET

**TITLE**
A resolution authorizing the approval of a price change and entering a contract with Hol-Mac Corporation for the purchase of eighteen (18), 25 cubic yard rear loaders packers, and otherwise providing with respect thereto.

**DATE**
April 12, 2022

**ORIGINATING DEPARTMENT**
Finance
Public Works

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
To secure the purchase of 18 needed garbage trucks for the City of Shreveport, as to not interfere with the current garbage pickup within the city

**BACKGROUND INFORMATION**
In March of 2021 the City of Shreveport received bids for the purchase of eighteen (25) yard packers. Hol-Mac was the low bidder with a unit price of $163,000 per vehicle. A purchase order was issued based on this price with a delivery date of 90 to 120 days. Due to supply chain issues Hol-Mac did not deliver the packer in the time frame promised.

On March 17,2022, Hol-Mac notified the City that there would be an increase in the cost of the packers of $20,286 per unit. Hol-Mac has since reduced the unit price to $180,611 which is a unit increase of $17,611 per packer for a total increase of $316,998.

Due to the delayed delivery of the packers, we have rented (10) packers since July of 2021 at a cost of approximately $70,000 per month. The City also advertised and received bids for an additional (15) packer on March 17, 2022, using the exact same specification used last year. The lowest bidder Hol-Mac submitted a price of $254,800 per unit which is an increase of $91,800 higher per unit than last year's bids and the only other bidder was approximately $120,000 per unit higher. Other vendors refused to bid on the packers due to the uncertainty of being able to secure the chaises. The anticipated delivery for these packers would be in late 2023.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**
Exhibit "A", "B", "C", "D" and "E" attached

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
$316,998

**SOURCE OF FUNDS**
2022 Budgeted funds for the purchase of Packers

**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:** Danielle N. Brown, Deputy Director of Litigation

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A PRICE CHANGE AND ENTERING A CONTRACT WITH HOL-MAC CORPORATION FOR THE PURCHASE OF EIGHTEEN (18), 25 CUBIC YARD REAR LOADERS PACKERS, AND OTHERWISE PROVIDING WITH RESPECT THERTO.**

**BY COUNCILMEMBER:**

**WHEREAS,** on March 16, 2021, the City of Shreveport's Purchasing department solicited bids on behalf the Public Works department for the purchase of (18) eighteen, 25 cubic yard rear loaders packers ("garbage trucks");

**WHEREAS**, a total of four (4) bids came in, with the lowest responsive bid being that of Hol-Mac Corporation;

**WHEREAS**, on or about March 25, 2021, Hol-Mac Corporation was issued a purchase order (IFB 21-005), with the grand total of all items being $2,934,000.00 (unit price being $163,000.00);

**WHEREAS,** sometime after the bid was awarded the City's Public Works department was notified by Hol-Mac, that there would be a delay in the delivery of the garbage trucks, of about 90-120 days, as there were global supply chain issues that would impact the delivery of the chassis, an essential part needed for the garbage trucks;

**WHEREAS**, on March 17, 2022, the City was notified that there would be an additional cost for the chassis of $20,286 per chassis, thus increasing the grand total of all item to $3,299,148 (unit price being $183,286);

**WHEREAS**, Hol-mac, has since reduced the grand total of all items to $3,250,998 (unit price being $180,611);

**WHEREAS**, the City has reached out to all other bidders on this project and found that not only has the cost of such an order has increased, but that none of the other bidders could charge this amount or less;

**WHEREAS**, on March 17, 2022, the City solicited bids for additional garbage trucks, with the

lowest bidder, being Hol-mac, submitting a unit price of $254,800 and a delivery date in the latter part of 2023;

**WHEREAS**, the City is currently renting garbage trucks that cost the city approximately $70,0000.00 a month and the availability of those trucks are not guaranteed as they are currently being purchased upon the termination of the rental agreement by other entities;

**WHEREAS,** should the City solicit for a new bid the earliest the garbage trucks could be delivered is sometime in the year 2023;

**WHEREAS**, the increased of cost would necessitate a change order, which would reflect the increased cost beyond that of the bid award;

**WHEREAS**, the Director of Public Works believes that such purchase is necessary to ensure that the scheduled garbage pickup for the City of Shreveport is not discontinued;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Shreveport is authorized to enter into a contract with Hol-Mac Company for the purchase of (18) eighteen, 25 CY rear loader packers for the increased amount of $3,250,998 (unit price being $180,611).

**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:**

City Attorney's Office

HOL-MAC
CORPORATION

**March 17, 2022**
**City of Shreveport**
**Attention: Renee Anderson**
**Office of the Purchasing Agent**
**Government Plaza-Suite 610**
**505 Travis Street**
**Shreveport, LA 71101-3042**

Dear Ms. Anderson,

Due to the late delivery of International Chassis for the 25CY Rear Loader Packers associated with Bid IFB# -21-005, Hol-Mac Corporation (HMC) will not be able to deliver the trucks at the original bid price of $163,000.00.

The International chassis have been delayed 7-8 months as of this date, and this has prevented HMC from producing these vehicle bodies. Had HMC received the chassis on time, we would have fulfilled the pricing and time of delivery requirements for this bid even with ongoing hyper-inflation occurring.

The costs below are reflective of the increases in material costs that HMC has incurred from the original estimated time of chassis delivery to present date, as well as the sum of the additional surcharges that have been placed on these chassis.

| | |
|---|---|
| Original Chassis Sales Price - | $88,274.66 |
| Total chassis surcharges - | $9004.00 |
| **Updated Chassis Sales Price -** | **$97,278.66** |

**Detail provided in attached pdf from Pliler International**

| | |
|---|---|
| Additional costs to HMC since delay of chassis: | |
| Raw material surcharges - | $6833.00 |
| Hydraulic component surcharge (hoses, cylinders, valves, PTOs, pumps, etc.) - | $1455.00 |
| Electrical and miscellaneous surcharges - | $319.00 |
| **Total HMC Surcharges -** | **$8607.00** |

HOL-MAC
CORPORATION

**SUMMARY OF UPDATED PRICE**

| | |
|---|---|
| Unit price at bid - | $163,000.00 |
| Chassis surcharge - | $9004.00 |
| HMC surcharge - | $8607.00 |
| **New delivered unit price -** | **$180611.00** |

It is unfortunate to be in this position due to events that are outside of our control, but had the chassis arrived as originally estimated then HMC would have delivered these units within the 200-day delivery window stated in the bid response without an increase in cost.

Sincerely,

Jamie Holder, CEO

Pliler INTERNATIONAL IDEALEASE

To Whom it may concern,

As I'm sure you are aware, the cost of materials has increased significantly over the last 11 months. Our suppliers of engines, transmissions, tires, and other raw materials have increased their pricing to counteract rapid inflation and supply chain disruptions. We have accumulated the following price increases of which will be extended to the price of the chassis for the City of Shreveport IFB21-005.

| | | | |
|---|---|---|---|
| Original chassis sale price | $88,274.66 | (18 units) | $1,588,943.88 |
| Material surcharge MY23 | $3,000 | | G-797C: |
| Freight increase | $250 | | G-781B |
| Tire surcharge | $1200 | | G-805 |
| 2023 MY increase | $2,656 | | G-799 |
| Tire changes | $1898 | | due to supply chain |
| Total increase | $9004 | | |
| Updated pricing | $97,278.66 | (18 units) | $1,751,015.88 |

Sincerely,

Shane Smith
President

HOL-MAC
CORPORATION

P. O. BOX 349 • HIGHWAY 15 SOUTH
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-3438

City of Shreveport
Attention: Renee Anderson
Office of the Purchasing Agent
Government Plaza-Suite 610
505 Travis Street
Shreveport, LA 71101-3042

Dear Ms. Anderson:

I am sure you are aware of the global supply chain issues that are affecting almost everything and everyone in our country. Hol-Mac Corporation is no different and we have been working extremely hard to shield our customers from the impact the supply chain crisis is having on us.

The International chassis we bid had a quoted delivery of 90-120 days when we submitted our bid. We received several notifications that the chassis were scheduled to be delivered, only to be moved out again. The latest update we received stated the chassis are now scheduled to be produced between 2\19\22 and 3\5\22. If they are completed and ready to ship in this timeframe they should be at our factory between late March to mid- April at which time we can begin producing your units.

We recently received notification that the chassis now have a surcharge of $7,106 for each chassis. Our material cost per unit has increased $13,380 since the bid date. Our total cost increase since the bid date is $20,486 at this time. This surcharge is a pass through and does not include any profit.

HOL-MAC
CORPORATION

P.O. BOX 349 • HIGHWAY 15 SOUTH
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-3438

We regret this situation and if the chassis had arrived last year as originally scheduled, we could have sold you these units at the bid price even though our material cost had increased significantly, from when our bid was submitted. The delay of the delivery of the chassis was out of Hol-Mac's and the chassis dealer's control. The global pandemic caused the shortage of components needed to complete these chassis and has prevented Hol-Mac from delivering your units. The long delay of the chassis delivery has allowed our cost to increase to extreme levels of which we have never seen. As a result, we cannot deliver these units at the prices we bid. We have never found ourselves in this awkward position. It is our desire to cover our increased cost of these trucks and deliver them to you as soon as possible.

Sincerely,

Jamie Holder
President

FROM:

Hol-Mac Corporaton

PO Box 349/150 Commerce Dr.

Bay Springs, M

License # CV-20

CITY OF SHREVEPORT - RECEIPT FOR BIDS RECEIVED

505 Travis Street Suite 610 Shreveport, LA 71101 ● P O BOX 31109 Shreveport LA 71130

MAR 16 2021 AM09:15

DATE AND TIME RECEIVED:

RECEIVED FROM: Hol-Mac Corporation

IFB/RFP/RFQ/RFS NO.: 21-005 RECEIVED BY: DA

PROJECT/ITEM: 25 CY Rear Loader Packers

OPENING DATE AND TIME: 3/16/21 @2pm

**SEALED BID FOR:**

**IFB Number:** #21-005

**Project Name:** 25 CY Rear Loader Packers

**Opening Date:** March 16, 2021

**Attention: Use this format on the outside of your container when responding with a paper bid.**
**We do not accept faxed responses for formal solicitations!**

**BID PRICES/SIGNATURE PAGE**
(RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)

# COS BID FORM #1

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page.

**IFB 21-005 Bid Title: 25 CY Rear Loaders Packers**

| ITEMS BELOW MUST BE COMPLETED BY BIDDER | | | | | |
|---|---|---|---|---|---|
| ITEM # | EST. AMT. (A) | U/M | COMMODITY | UNIT PRICE (B) | TOTAL PRICE (C) |
| 1 | 18 | EA | 25 CY REAR LOADERS PACKERS | $ 163,000.00 | $ 2,934,000.00 |
| Total Price: A x B = C | | | Grand Total of all items | | $ 2,934,000.00 |

**Estimated delivery time is: 200 days after receipt of purchase order.**

Additional units may be purchased by the City at the same prices listed above for as long as these models are available or until: **March 16**, 20**22**. **If date is not provided, then prices will be guaranteed for as long as the above models are available. If mutually agreeable with successful bidder and other public agencies this bid will be made available to them.**

**Maintenance and repairs facility is located within 11 miles of Shreveport, Louisiana. (Maximum of 11 miles.)**

The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 7, Price Changes, in the Special Instructions to Bidders herein.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 45 days). In compliance with the Invitation, and subject to all conditions thereof, the bidder offers and agrees, if this bid is accepted within 45 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery F.O.B destination* **ON AN AS NEEDED BASIS**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation, or business and has read Sections 10, & 20, as referenced on the previous page.

| | |
|---|---|
| **BIDDERS NAME/ADDRESS:**<br>**HOL-MAC CORPORATION**<br>**PO BOX 349**<br>**160 COMMERCE DRIVE**<br>**Bay Springs, MS 39422** | **NUMBER OF ADDENDA RECEIVED (If NONE-write 0 or N/A or none, etc.):**<br>N/A OR: #1 |
| **AUTHORIZED SIGNATURE(MANUAL):** | **AUTHORIZED SIGNATURE(TYPED OR PRINTED):**<br>**John Harris** |
| **TITLE:**<br>**Territory Sales Manager** | **DATE:**<br>**March 15, 2021** |
| **PHONE NUMBER(S)** **601-764-7050** | **EMAIL ADDRESS:** **harris.john@hol-mac.com** |
| **Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:** | |

# CITY OF SHREVEPORT LA
# BID SPECIFICATIONS
## 25 CUBIC YARD HIGH COMPACTION REAR LOADING
## REFUSE COLLECTION TRUCK

INTENT:

This specification describes a hydraulically actuated packer body and chassis of the rear loading type with the following minimum specifications necessary to perform the work assigned. The body shall be capable of compacting and transporting refuse to a landfill or transfer station and dispensing the load by means of hydraulically ejecting the load from the body.

GENERAL TERMS:

The manufacturer of all equipment provided under this contract shall be ISO 9001 certified. All equipment furnished under this contract shall be new, unused and the same as the manufacturer's current production model. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to ANSI Safety Standard Z245.1-1999, and shall be manufactured in the United States of America.

GUARANTEE: (provide copy of warranty statement with bid submittal)

**YES** The body shall be covered by a Twenty Four (24) month warranty.

JH **3 YEAR HYDRAULIC CYLINDER WARRANTY**

PARTS MANUAL:

Bidder shall furnish a complete parts, maintenance, and operator's manual with each body sold.

JH **QUARTERLY MAINTENANCE INSPECTION**
**ON SITE WARRANTY SERVICE**

Vendor Name: Hol-Mac Corporation

BRAND NAMES

Yes or No Deviations

Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services. **Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the bid opening at (318) 673-5450**

BID QUOTATION

Bidder shall complete every space in the specification bidders proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

CAPACITY

| | | | |
|---|---|---|---|
| The packer body shall have a capacity, excluding the receiving hopper, of not less than: 25 Yds | [x] | [ ] | |
| The hopper shall have a capacity of three and ninety-four hundredths (3.94) cubic yards. | [ ] | [x] | 3.61 cubic yds |
| The structural integrity of the body shall allow high density loading of 1,000 pounds per cubic yards of normal refuse. | [x] | [ ] | |

BODY CONSTRUCTION

| | | | |
|---|---|---|---|
| The body shall have a street side access door to allow entrance to body for service | [x] | [ ] | |
| In order to prevent damage from corrosion and fire, no hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body. | [x] | [ ] | |
| Body sides & roof shall be of curved stress skin construction interfacing with the corner mainframe bolsters. Rear bolsters shall be formed channel @ the major upper & lower connecting points of the mainframe. Front bolster shall be a formed channel @ the major upper & lower connecting points. All sidewall and roof members shall be continuous welded. | [x] | [ ] | |
| Body roof shall be minimum 8 gauge, 80,000 PSI minimum yield hi-tensile steel sheet fully welded to a full length 11 gauge 50,000 PSI yield roof crown rail to contain and dissipate forces equally through the body structure. | [ ] | [X] | roof 10 ga 80,000psi 10 ga AR450 |
| Body sides shall be minimum 8 gauge, 80,000 PSI minimum yield high tensile steel sheet, fully welded to roof crown rail and to a floor skirt rail. | [ ] | [X] | 10 ga 80,000 PSI and 10 ga AR450 |



JH

Vendor Name: Hol-Mac Corporation

| | Yes or No | Deviations |
|---|---|---|
| Rear mainframe body side bolsters shall be contoured shaped to sidewall with, minimum 7 gauge 80,000 PSI minimum yield. Reinforcement bolsters shall be full welded to the curved body side sheets. | [x] / [ ] | |
| Body Floor shall be flat full width and must not have inboard guide rails or a trough. Floor shall be a minimum 7 gauge 80,000 PSI minimum yield steel sheet. | [x] / [ ] | 7 ga 80,000 PSI |
| Floor longitudinals (long members) shall be a formed trapezoidal shape with a base sill of 7 gauge 80,000 PSI minimum yield formed steel channels and shall be continuous welded to the floor sheet. | [x] / [ ] | 7 ga Hol-Mac Design |
| Floor cross members shall be 7 gauge 80,000 PSI minimum yield steel channels. Cross members shall be interlaced through the long members on approximately 18" centers to fully support the floor. Cross members shall be full width, single piece. (No Exceptions) | [x] / [ ] | Long members are full length without interruption<br>7 ga cross-members are interlaced and fully welded |

TAILGATE CONSTRUCTION

| | Yes or No | Deviations |
|---|---|---|
| Tailgate sides shall be single piece 3/16" 150,000 PSI minimum yield abrasion resistant plate steel. | [x] / [ ] | 10 ga 80,000 PSI |
| Tailgate side reinforcement shall consist of 11 gauge 50,000 PSI formed steel channels fully welded to the perimeter edge of the tailgate side sheets. An interlaced network of 11 gauge 50,000 PSI and 7 gauge 80,000-PSI minimum yield formed steel channels shall also be fully welded to the tailgate side for superior support. | [x] / [ ] | |
| Hopper floor shall be minimum 3/16" 150,000 PSI minimum yield 321 BHN abrasion resistant steel plate. | [x] / [ ] | exceeds w/ 1/4 " |
| Hopper floor lateral reinforcement shall consist of a 3/16" 80,000 PSI minimum yield formed "Z" channel crossmember. Forward hopper reinforcements shall be provided by a lateral network of 3/16" 80,000 PSI and 3/8" 50,000 PSI minimum yield formed steel channel crossmembers. | [x] / [ ] | |
| Hopper front compaction face shall be minimum 5/16" 150,000 PSI minimum yield abrasion resistant steel plate. | [x] / [ ] | 1/4" |
| Tailgate shall be equipped with heavy duty 1" diameter turnbuckles, one on each side of body, to secure the tailgate in the closed position against the body to prevent leakage. | [ ] / [x] | automatic latch |
| Two (2) grab handles shall be located on each side of the tailgate for operator safety and comfort. One handle is to be mounted horizontally above the riding step. The other shall be mounted in the vertical plane, with the bottom edge no less than 44" above the steps. The latter shall also be attached to the rearward face of the perimeter of the tailgate reinforcement. | [x] / [ ] | |
| The rear steps shall be bolt-on design fabricated from 12 gauge, 3 diamond Grip Strut, slip resistant, self-cleaning material. Located on each side of the tailgate, they shall provide footing area for a single rider. The steps must conform to ANSI standards. | [x] / [ ] | |
| The tailgate shall be raised with two (2) single acting 4" bore hydraulic cylinders. The cylinders shall incorporate an integral orifice, which will limit the descent speed of the tailgate in the event of hydraulic failure. | [x] / [ ] | (2) Double-acting 3.25" bore x 38" stroke with orifice , solid rod |



JH

Vendor Name: Hol-Mac Corporation

| | Yes | or | No | Deviations |
|---|---|---|---|---|
| The tailgate shall be equipped with a one piece, removable rubber gasket. The gasket, which shall have a durometer rating of 35-45 and tensile strength of 1500-1800 PSI shall extend across the entire bottom width of the tailgate and provide for watertight seal vertically up the side for no less than 21". | [x] | | [ ] | |
| The hopper sill shall be formed from 3/16", 80,000-PSI high tensile steel. | [x] | | [ ] | |
| Tailgate spill troughs shall be included on both curbside and street side | [ ] | | [x] | not required w/ pac-mac design |
| A work light shall be included to illuminate the hopper area. | [x] | | [ ] | |
| The rear hopper area shall be equipped with a tailgate-to-driver buzzer system installed on both the curbside and street side of the hopper. | [x] | | [ ] | |
| PACKING MECHANISM | | | | |
| Packing cycle control shall be mechanical, lever operated on the right hand side of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle. | [x] | | [ ] | |
| Packing mechanism control valve shall be centrally located within the upper confines of the hopper, under upper light crossmembers. | [x] | | [ ] | |
| The packing cycle time is no greater than 17-19 seconds. Operator reload time is greater than 6-8 seconds. | [x] | | [ ] | |
| Packing mechanism shall consist of two primary structures, the upper packing panel and the packing blade. | [x] | | [ ] | |
| UPPER PACKING PANEL | | | | |
| The upper packing panel shall be mounted to the tailgate weldment with two (2) sets of upper and lower link arms. Each upper link arm shall be secured to the panel and tailgate with two (2) induction hardened cold drawn steel pins. The lower link arms shall be connected to the tailgate with induction hardened pins and to the panel with heat treated, induction hardened cold rolled steel hinge pins. | [ ] | | [x] | upper panel slides in a track |
| The upper packing panel shall be constructed from 3/16" 150,000 PSI minimum yield, abrasion resistant steel plate in all areas of refuse contact. The packing blade hinge lugs shall be constructed from 50,000 PSI minimum yield steel plate. | [x] | | [ ] | |
| Primary compaction by the upper panel shall be accomplished with two (2) double acting 5" bore hydraulic cylinders. Located outside of the hopper confines, the cylinders shall produce a minimum force of 73,600 pounds. | [x] | | [ ] | |
| Forward hinged side doors on each side of the tailgate shall provide access to the outside cylinders. The doors shall be easily opened without hand tools. The side doors shall prevent operator contact with the packing mechanism components as well as protect the components from the outside elements. | [x] | | [ ] | not requred w/ Pac-Mac design cylinders located inside tailgate,above packer |
| PACKING BLADE | | | | |
| The packing blade shall be mounted to and pivot on the upper panel hinge lugs with heat treated, induction hardened cold rolled steel pins. | [x] | | [ ] | |



JA

| | Yes | or | No Deviations |
|---|---|---|---|
| The packing blade shall be constructed with 3/16" 150,000 PSI minimum yield, abrasion resistant steel plate and capable of resisting shearing and breaking forces of large objects during the compacting cycle. | [x] | [ ] | |
| Pre-compaction by the packing blade shall be accomplished with two (2) double acting, 5 ½" bore cushioned hydraulic cylinders. Located inside the hopper confines, the packing blade cylinders shall produce a minimum force of 111,670 pounds (33.25 PSI). | [x] | [ ] | |
| All packing mechanism links shall have replaceable hardened steel bushings for extended service life. Wear shoes or rollers shall not be acceptable in high compaction packing mechanisms. | [x] | [ ] | all pivots have replaceable hardened steel bushings<br>UHMW shoes used in track |
| All cylinder and link pivot pins shall be kept in place with minimum Grade 5 retaining bolts, lock nuts and lock collars. | [x] | [ ] | |
| Each hopper full of material shall be compressed between the packing blade, upper panel and ejector panel. The ejector panel shall be automatically advanced by an ejector unload valve. No operator attention shall be required to advance the ejector panel as the body fills. | [x] | [ ] | |
| The packing mechanism shall be equipped with an "automatic crowd" pressure sensing device, which will enable the packing mechanism to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life. | [x] | [ ] | |

DISCHARGE OF LOAD

| | | | |
|---|---|---|---|
| The load shall be discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder shall extend and retract the ejector panel the full length of the body. The ejector cylinder shall attach to the body and the ejector panel via cold-drawn, pins positioned diagonally to minimize possible damage from objectionable liquids. | [x] | [ ] | |

The ejector cylinder shall have the following dimensional characteristics:

| STAGES | BORE | STROKE | | | |
|---|---|---|---|---|---|
| 4 | 6" | 134.1" | [x] | [ ] | 3 stage 6 1/2" bore<br>124 stroke |

| | | | |
|---|---|---|---|
| The ejector panel face sheet shall be constructed from 11 gauge hi-tensile steel. Four (4) hi-tensile formed steel channels shall span horizontally, with one (1) trapezoidal crossmember at floor level. The vertical panel corner posts shall be hi-tensile steel. A 7 gauge hi-tensile steel protective covering shall be provided to keep refuse from coming in contact with the ejector cylinder. | [x] | [ ] | |
| The ejector panel shall extend and retract without the assistance of clamp bars or associated hardware. | [x] | [ ] | |
| Smooth movement of the ejector panel in the body shall be achieved with two (2) cast alloy shoes on each side of the ejector panel. Shoe castings shall possess a minimum contact surface of 18 square inches each shoe side and having a minimum hardness of 260 BHN. Each shoe shall pivot on a removable cold drawn stub pin held within the fully boxed base frame of the ejector panel. Four (4) shoes shall be provided for each ejector panel and shoes must be replaceable without removing the ejector from the body. Rollers shall not be used. | [x] | [ ] | UHMW Shoes |



JH

| | Yes or | No Deviations |
|---|---|---|
| Ejector guide bottom edge shall be located above longitudinal floor corners. The top flange of the guide channel shall be reinforced with a 45° plate, which shall also serve as a self-cleaning device. The track shall also minimize pivotal movement of the ejector panel as refuse is packed against it. | [x] | [ ] |
| Plastic (non-metallic) ejector shoe material is not acceptable. | [ ] | [x] UHMW |
| The rod end of the ejector cylinder shall be pin mounted at the front of the body to the main lateral bolster of the body longitudinal members thus affording maximum resisting bending moment. | [x] | [ ] |
| **CONTROLS** | | |
| The ejector panel and tailgate raise controls shall be mounted outside the body on the front left hand side of the body. Direct connection of the control handles to the valve spool shall exist to minimize moving parts and allow for ease of service. | [x] | [ ] |
| An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. | [x] | [ ] |
| An additional throttle advance switch shall be located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls. | [x] | [ ] |
| Power take off controls shall be conveniently mounted in the cab, preferably to right side of the driver. | [x] | [ ] |
| **HYDRAULIC SYSTEM** | | |
| A heavy duty pump motive drive shall be provided and shall be compatible with that of chassis transmission. The pump drive shall be activated by a hot shift PTO with overspeed protection | [x] | [ ] |
| The pump motive drive must run quietly. Gearing shall be selected for minimum engine RPM compatible with recommended pump RPM for correct operating pressure and rates of flow for the refuse body. | [x] | [ ] |
| To minimize hydraulic cylinder weight, a high-pressure hydraulic system shall be employed. The operating pressure of the system shall be 2400-2500 PSI. Low-pressure systems shall not be acceptable. | [x] | [ ] |
| A heavy-duty gear pump shall be provided with a rated capacity of 42 GPM at 1200 RPM. Pump shall be directly mounted to the PTO. | [x] | [ ] |
| The hydraulic pump shall be designated to operate continuously with peak loading at frequent, short intervals. | [x] | [ ] |
| The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads. | [x] | [ ] |
| All hydraulic tubes will be securely clamped to prevent vibration, abrasion, and excessive noise. | [x] | [ ] |
| All hydraulic tubes running the length of the body shall be routed over the roof on the street side bias of the body. | [x] | [ ] |
| All hydraulic hoses shall conform to S.A.E. standards for designed pressure. Bends shall not be less than recommended by S.A.E. standards. Flat spots in hoses will not be acceptable. | [x] | [ ] |



JH

Vendor Name: Hol-Mac Corporation

| | Yes or | No Deviations |
|---|---|---|
| All high-pressure hoses shall be sheathed with fabric protective covering. | [x] | [ ] |
| The hydraulic oil reservoir shall be frame mounted underneath the body and shall have a gross capacity of 50 gallons filled with hydraulic fluid. | [x] | [ ] |
| The tank shall be complete with a screened fill pipe and cap, filter breather, clean out cover, and shut off valve. | [x] | [ ] |
| The hydraulic system shall be protected by a five (5) micron return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line. | [x] | [ ] |
| The return line filter shall also include an in-cab filter by-pass monitor, which shall alert the operator or service personnel when the filter is in need of replacement. | [x] | [ ] |
| All multi-spool control valves shall be of a section design such that servicing would not require replacement of the entire valve assembly. | [x] | [ ] |
| **HYDRAULIC CYLINDERS** | | |
| All cylinders must have a working pressure rating of no less than 2500 PSI. | [x] | [ ] |
| Inside packing cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized. This shall be accomplished by a design, which will decrease the speed of the cylinder for the last one-half (1/2") inch of cylinder stroke on both directions of travel. | [x] | [ ] |
| Rods of inside and outside packing cylinders must be induction hardened to a surface hardness of 55-65 Rockwell C scale. | [x] | [ ] |
| Rods of all cylinders shall be chrome plated and solid. | [x] | [ ] |
| All packing cylinder end lugs shall be forged steel material. | [x] | [ ] |
| **ELECTRICAL** | | |
| All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. | [x] | [ ] |
| All wiring connections to be soldered with rubber-molded covering or crimp type connectors with shrink-wrap. Unprotected wiring in any application is unacceptable. | [x] | [ ] |
| All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture. | [x] | [ ] |
| **LIGHTING** | | |
| Clearance, back up, and directional lights shall be Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable. | [x] | [ ] |
| lights shall be provided in accordance with FMVSS #108, ANSI Z245.1-1999 plus mid body turn signals on each side of the body and a center brake light on the rear. | [x] | [ ] ( |
| **PAINTING** | | |
| The entire body shall be properly cleaned of all dirt, grease, and weld slag before painting. Cleaning shall be in keeping with accepted industry practices. | [x] | [ ] |



JH

| | Yes | or | No Deviations |
|---|---|---|---|
| A seal coat, primer coat and two-component polyurethane enamel topcoat is to be applied. | ☒ | ☐ | |
| The body is to be equipped with ICC regulation high visibility tape. The reflective tape is to be installed on lower body side perimeter and across rear hopper lip. | ☒ | ☐ | |
| The body color shall be white. | ☒ | ☐ | |
| ADDITIONAL FEATURES: | | | |
| **Dual Cart Tippers shall be Installed** | | | |
| Unit shall be equipped with a multi function led Strobe/turn signals | ☒ | ☐ | |
| Unit shall be equipped with Dual Perkins D6080 Cart Tippers | ☒ | ☐ | |
| | ☐ | ☐ | |
| II. CHASSIS **(minimum requirements)** | | | |
| MODEL | | | |
| New 2021 or Newer Set Back Axle Conventional chassis ( Minimum of 75,000 GVWR) | ☒ | ☐ | |
| 157.7" CA | ☒ | ☐ | |
| 224" Wheelbase | ☒ | ☐ | |
| Steerable 13,200 LB pusher axel with size tire 255-70R22.5 | | | |
| 350 HP with 1050 ft lb | ☒ | ☐ | |
| Wet Type Cylinder Sleeves | ☒ | ☐ | |
| Air cleaner: single element | ☒ | ☐ | |
| 12V 160 AMP Alternator | ☒ | ☐ | |
| (3) 12V MF 2775 CCA batteries mounted Driver side cab | ☒ | ☐ | |
| Battery disconnect switch – lever operated | ☒ | ☐ | |
| BW Model BA-921 CUMMINS 18.7CMF single cylinder air compressor with safety valve. | ☒ | ☐ | |
| 115V/1000Watt Engine block heater | ☒ | ☐ | |
| Exhaust: Frame mounted exhaust stack to minimize noise and vibrations from being transferred to the cab structure. | ☒ | ☐ | |
| TRANSMISSION AND EQUIPMENT | | | |
| Allison 3000 RDS_P (or equal) 6-Speed Automatic transmission | ☒ | ☐ | |
| WTEC transmission, Package 113 Push button electronic shift control | ☒ | ☐ | |
| Stalk type mounted ETC relocated inside cab and off floor | ☒ | ☐ | |
| Electronic engine speed control switch in center panel | ☒ | ☐ | |
| Automatic shift to neutral | ☒ | ☐ | |



JH

Vendor Name: Hol-Mac Corporation

| | Yes | or | No Deviations |
|---|---|---|---|
| **FRONT AXLE AND SUSPENSION** | | | |
| Wide track I-beam type front axle; 20,000 lb capacity | [x] | [ ] | |
| Air Cam 16.5" x 6" front brakes | [x] | [ ] | |
| Front slack adjusters | [x] | [ ] | |
| Front dust shields | [x] | [ ] | |
| TRW THP-60 Power Steering with RCH45 auxiliary gear, dual power steering gears to provide maximum torque to steering arms. A single gear and slave cylinder is not acceptable. | [x] | [ ] | |
| 20,000lb Spring Taper leaf front suspension | [x] | [ ] | |
| Front shock absorbers | [x] | [ ] | |
| **REAR AXLE AND SUSPENSION** | | | |
| Single Reduction Rear Tandem Axle; 46,000lb | [x] | [ ] | |
| 4.89 Axle ratio | [x] | [ ] | |
| Air Cam 16.5" x 8.62 rear brakes | [x] | [ ] | |
| Rear slack adjusters | [x] | [ ] | |
| Rear dust shields | [x] | [ ] | |
| Tuftrac Rear Suspension; 46,000 lb capacity or HMX-EX 46,000 LB Capacity | [x] | [ ] | |
| Rubber end bushings | [x] | [ ] | |
| Transverse torque rods | [x] | [ ] | |
| **BRAKE SYSTEM** | | | |
| Antilock Brakes | [x] | [ ] | |
| 4-Channel full vehicle control system | [x] | [ ] | |
| Brake line air dryer | [x] | [ ] | |
| Manual drain valve with pull chain | [x] | [ ] | |
| **FRAME** | | | |
| 7x16x3-9/16x11-1/8 single channel 120,000 PSI yield steel | [x] | [ ] | |
| 3.35 million RBM single frame to be huck bolted in lieu of threaded bolts where possible | [x] | [ ] | |
| **CHASSIS** | | | |
| Bumper to Back of Cab BBC should be 106 inches with steel bumper Freightliner dimension | [x] | [ ] | |
| Two (2) front tow hooks – Frame mounted, inside rail | [x] | [ ] | |



JH

| | Yes or | No Deviations |
|---|---|---|
| **FUEL TANK** | | |
| 80 Gallon Aluminum fuel tank (LH mount) with a 6 gallon diesel exhaust fluid tank | [x] | [ ] _____ |
| **FRONT TIRES, HUBS, AND WHEELS** | | |
| 315 80R 22.5 | [x] | [ ] _____ |
| Front disc wheels; 22.5" 10-stud hub piloted with steel hubs; 5 Hand hole; 9.0 DC Rims | [x] | [ ] _____ |
| **REAR DRIVE TIRES, HUBS, WHEELS** | | |
| 11R22.5 M&S 16-ply | [x] | [ ] _____ |
| Dual disc wheels; 22.5", 10-stud hub piloted with steel hubs; 2 Hand hole; 8.25 DC Rims | [x] | [ ] _____ |
| **ADDITIONAL FEATURES** | | |
| Radio: AM/FM/WB | [x] | [ ] _____ |
| Adjustable tilt and telescoping steering column | [x] | [ ] _____ |
| Dual Hadley air horns, single electric horn | [x] | [ ] _____ |
| Replicable fuses | [x] | [ ] _____ |
| Non removable screen mounted behind grill | [x] | [ ] _____ |
| Gauges electronic speedometer, electric tachometer, electric fuel gauge, coolant gauge, and transmission oil temp gauge | [x] | [ ] _____ |
| High back air suspension driver seat with integral cushion extension and rear cushion tilt and a two-man fixed back passenger seat | [x] | [ ] _____ |
| Self-canceling turn signals | [x] | [ ] _____ |
| Primary mirrors with LH & RH auxiliary mirrors | [x] | [ ] _____ |
| Air conditional with integral heater & defroster | [x] | [ ] _____ |
| Rear cab suspension with air bag | [x] | [ ] _____ |
| **PAINT** | | |
| Cab Color: _White_____ | [x] | [ ] _____ |



JH

# CITY OF SHREVEPORT-PURCHASING DIVISION

P O BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673 5450 web site www shreveportla.gov Fax 318/673-5400


March 8, 2021

**ADDENDUM #1**

**IFB #21-005**

**25 CY Rear Loaders Packers**

Bidders on the project are hereby notified that this addendum shall be attached to and made part of the above named solicitation documents dated February 26, 2021. The following items are issued to add to, to modify, and/or clarify the solicitation documents. These items shall have full force and effect as the solicitation documents. Bids, to be submitted on the specified bid date, shall conform to the additions and revisions listed herein. Failure to do so may subject the bid to being declared as non-responsive.

**It shall be the bidder's responsibility to make inquiry as to any addenda issued.**

1.0 Questions and Clarifications

**YES** 1.1 Stalk type mounted ETC relocated inside cab and off floor. Is this a push button shifter built into a tower mounted between the seats? (Or close to it)

**Answer: the stalk mounted gear select means the gear shift is mounted in the dash not on the floor the ETC is the computer mounted in the inside of the truck out the weather we don't want it mounted outside the truck**

**YES** 1.2 On page 20. I would also suggest changing the rear end ratio to 5.63 for Startability. (This will not affect the price)

**Answer: The gear ratio doesn't matter as long as it's between 5.46-5.63**

All questions must be submitted in writing. E-mail questions to DeReka Abner at dereka.abner@shreveportla.gov.

Continue to monitor BidSync and the City website www.shreveportla.gov/solicitations for any additional addenda.

CITY OF SHREVEPORT

Wendy Wagnon

Wendy Wagnon, CPPO
Purchasing Manager

cc: Chris Wilder

JH

# AFFIDAVIT

**ATTESTING THAT ENTITY OR PERSON DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND DOES NOT OWE OUTSTANDING DEBT TO CITY**

*** * This affidavit is submitted to document compliance with Shreveport City Code 26-211. * ***

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

**John Harris** authorized representative of:

**Hol-Mac Corporation** with a Federal Tax Identification Number (EIN) of:

**64-0515071** and with a current email address of:

**harris.john@hol-mac.com** who does hereby state as follows, to-wit:

1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.

2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.

3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.

4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.

5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____

Printed Name: **John Harris**

Title: **Territory Sales Manager**

**SWORN TO AND SUBSCRIBED BEFORE ME**, this **15** day of **March**, 20**21**.

Shondra F. Davenport

Notary Public

#109169

Notary Identification Number or LA Bar Roll Number

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 109169 SHONDRA F. DAVENPORT Commission Expires June 5, 2022 MADISON COUNTY

Mail **original** affidavit *via* U.S. mail or Deliver *via* other carrier or hand-delivery to:

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

**Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.**

** Form Revised 12/19/2019 **

# City of Shreveport
# FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished by the **lowest responsive Bidder** in a separate envelope, or by fax, or e-mail not later than then 10 days after the bid opening. Failure to submit at the specified time may result in the bid being declared as non-responsive. **Do not submit with your IFB document.**

IFB Number: **#21-005**

**By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Bidder on the above project, does hereby attest that:**

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

1.1 Public bribery (R.S. 14:118)

1.2 Extortion (R.S. 14:66)

1.3 Corrupt influencing (R.S. 14:120)

1.4 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

2.1 Theft (R.S. 14:67)

2.2 Identity Theft (R.S. 14:67.16)

2.3 Theft of a business record (R.S.14:67.20)

2.4 False accounting (R.S. 14:70)

2.5 Issuing worthless checks (R.S. 14:71)

2.6 Bank fraud (R.S. 14:71.1)

2.7 Forgery (R.S. 14:72)

2.8 Contractors; misapplication of payments (R.S. 14:202)

2.9 Malfeasance in office (R.S. 14:134)

**3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a Bidder on the above project, does hereby attest that:**

3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

**And, executes this document as:**

Company Name: **Hol-Mac Corporation**

Address: **PO Box 349/160 Commerce Drive, Bay Springs, MS 39422**

Phone Number: **601-764-4121** FAX Number: **601-764-4282**

By: _____ **Territory Sales Manager** **3/15/2021**

Signature of Authorized Owner or Representative Title Date

Print Name: **John Harris** E-Mail Address: **harris.john@hol-mac.com**

Fax to: 318-673-5408 **OR** E-Mail to: Dereka.Abner@shreveportla.gov (10-23-15)

License No. CV-2021-00143 2021

Not Transferable
Valid Only at Address Below

# Louisiana Motor Vehicle Commission

This Certifies that

Hol-Mac Corporation
DBA Pac-Mac
160 Commerce Drive
Bay Springs, MS 39422

is duly licensed as a

Converter/Secondary Manufacturer

of the following

Conversion(s): Pac-Mac Refuse & Recycling Equ (KB Series, RL Series, SL Series)

For the period ending December 31, 2021, unless license is sooner revoked.

In Witness whereof, **LOUISIANA MOTOR VEHICLE COMMISSION,** under and by virtue of the authority vested in it by the laws of the **State of Louisiana,** has caused this license to be issued with its seal imprinted hereon.

**LOUISIANA MOTOR VEHICLE COMMISSSION**
Dated January 1, 2021
Signed, Scaled and Attested

*Executive Director*

*(To be prominently displayed in place of business)*

LMVC-DL (R6/06)

INTERNATIONAL

March 15, 2021

**Prepared For:**
City of Shreveport Fleet
Chris Wilder
1731 Kings Highway
Shreveport, LA 71103-
(318)673 - 7450
Reference ID: 25 Yard Packer

**Presented By:**
Pliler International / Idealease
Stephen Pliler
7690 W. 70th Street (I-20)
Shreveport LA 71129 -
(318)221-2681

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

## Model Profile
## 2022 HV607 SBA (HV607)

| | |
|---|---|
| **AXLE CONFIG:** | 6X4 |
| **APPLICATION:** | Packer - Rear Loader |
| **MISSION:** | Requested GVWR: 62000. Calc. GVWR: 62000<br>Calc. Start / Grade Ability: 18.90% / 1.94% @ 55 MPH<br>Calc. Geared Speed: 73.2 MPH |
| **DIMENSION:** | Wheelbase: 226.00, CA: 158.90, Axle to Frame: 55.00 |
| **ENGINE, DIESEL:** | {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| **TRANSMISSION, AUTOMATIC:** | {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer |
| **CLUTCH:** | Omit Item (Clutch & Control) |
| **AXLE, FRONT NON-DRIVING:** | {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity |
| **AXLE, REAR, TANDEM:** | {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63 |
| **CAB:** | Conventional, Day Cab |
| **TIRE, FRONT:** | (2) 315/80R22.5 Load Range L M843 (BRIDGESTONE), 480 rev/mile, 65 MPH, All-Position |
| **TIRE, REAR:** | (8) 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive |
| **SUSPENSION, REAR, TANDEM:** | {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| **PAINT:** | Cab schematic 100WL<br>Location 1: 9219, Winter White (Std)<br>Chassis schematic N/A |

| Code | Description |
|---|---|
| HV60700 | Base Chassis, Model HV607 SBA with 226.00 Wheelbase, 158.90 CA, and 55.00 Axle to Frame. |
| 1570 | TOW HOOK, FRONT (2) Frame Mounted |
| 1AND | AXLE CONFIGURATION {Navistar} 6x4<br><br>Notes<br>: Pricing may change if axle configuration is changed. |
| 1CGE | FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL |
| 1LLA | BUMPER, FRONT Swept Back, Steel, Heavy Duty |
| 1WGY | WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm) |
| 2ARY | AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity |
| 3AGA | SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 20,000-lb Capacity, with Shock Absorbers |
| 4091 | BRAKE SYSTEM, AIR Dual System for Straight Truck Applications<br><br>Includes<br>: BRAKE LINES Color and Size Coded Nylon<br>: DRAIN VALVE Twist-Type<br>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster<br>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel<br>: PARKING BRAKE VALVE For Truck<br>: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4<br>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 |
| 4732 | DRAIN VALVE {Berg} with Pull Chain, for Air Tank |
| 4AZA | AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System |
| 4EBS | AIR DRYER {Bendix AD-9} with Heater |
| 4EXU | BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake |
| 4EXV | BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn |
| 4JBR | BRAKES, AIR CAM, PUSHER AXLE S-Cam; 15" x 4.0"; Includes MGM 20 Sq.In. Brake Chambers; Furnished with One Pusher Lift Axle |
| 4LAG | SLACK ADJUSTERS, FRONT {Gunite} Automatic |
| 4LGG | SLACK ADJUSTERS, REAR {Gunite} Automatic |
| 4SPA | AIR COMPRESSOR {Cummins} 18.7 CFM |
| 4VKC | AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab |
| 4VKK | AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail |
| 4WBX | DUST SHIELDS, FRONT BRAKE for Air Cam Brakes |
| 4WDM | DUST SHIELDS, REAR BRAKE for Air Cam Brakes |
| 4XDL | BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity |
| 4XDN | BRAKES, REAR {Bendix Spicer ES-165-8X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 8.625", 23,000-lb Capacity per Axle |
| 4XEE | PARK BRAKE CHAMBERS,ADDITIONAL (2) Spring Brake Type |

| Code | Description |
|---|---|
| 5710 | STEERING COLUMN Tilting and Telescoping |
| 5CAW | STEERING WHEEL 4-Spoke; 18" Dia., Black |
| 5PTB | STEERING GEAR (2) {Sheppard M100/M80} Dual Power |
| 6DGZ | DRIVELINE SYSTEM {Dana Spicer} 1710 Main Driveline with 1710 Interaxle Shaft, for 6x4 |
| 7BEV | AFTERTREATMENT COVER Steel, Black |
| 7BLW | EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab |
| 7WAZ | TAIL PIPE (1) Turnback Type |
| 7WCM | EXHAUST HEIGHT 8' 10" |
| 7WDN | MUFFLER/TAIL PIPE GUARD (1) Aluminum |
| 8000 | ELECTRICAL SYSTEM 12-Volt, Standard Equipment<br>Includes<br>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab<br>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel<br>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever<br>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light<br>: STARTER SWITCH Electric, Key Operated<br>: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector<br>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature<br>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever<br>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted<br>: WIRING, CHASSIS Color Coded and Continuously Numbered |
| 8GXD | ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense |
| 8HAB | BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn |
| 8HXT | HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord |
| 8MJU | BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud |
| 8RMH | BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted |
| 8RMV | SPEAKERS (2) 6.5" Dual Cone Mounted in Doors |
| 8RPT | RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input |
| 8THB | BACK-UP ALARM Electric, 102 dBA |
| 8VAY | HORN, ELECTRIC Disc Style |
| 8VUJ | BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab |
| 8WPH | CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade |
| 8WTK | STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection |
| 8WWJ | INDICATOR, LOW COOLANT LEVEL with Audible Alarm |
| 8XAH | CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses |

| Code | Description |
|---|---|
| 8XGT | TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender |
| 9AAB | LOGOS EXTERIOR Model Badges |
| 9AAE | LOGOS EXTERIOR, ENGINE Badges |
| 9HAT | GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic |
| 9WAC | BUG SCREEN Mounted Behind Grille |
| 9WBC | FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV |
| 10060 | PAINT SCHEMATIC, PT-1 Single Color, Design 100<br>Includes<br>: PAINT SCHEMATIC ID LETTERS "WL" |
| 10761 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone |
| 10NZL | SPECIAL RATING, GVWR Limited to 80,000-lb GVWR |
| 10RHG | DUAL DRIVE Customer Does Not Intend to Convert to In-Cab Dual Drive Positions |
| 10SLV | PROMOTIONAL PACKAGE Government Silver Package |
| 10WCY | SAFETY TRIANGLES |
| 10XAN | FIRE EXTINGUISHER 5 lb Class A B C |
| 10XAP | FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat |
| 11001 | CLUTCH Omit Item (Clutch & Control) |
| 12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection |
| 12849 | BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines<br>Includes<br>: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door |
| 12ESN | ENGINE, DIESEL {Cummins L9 350} EPA 2021, 350HP @ 2200 RPM, 1050 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max) |
| 12THT | FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed<br>Includes<br>: FAN Nylon |
| 12UWZ | RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqln, with 1167 Sqln Charge Air Cooler, Includes In-Tank Oil Cooler<br>Includes<br>: DEAERATION SYSTEM with Surge Tank<br>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps<br>: RADIATOR HOSES Premium, Rubber |
| 12VBC | AIR CLEANER Single Element |
| 12VHR | FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021 |
| 12VXU | THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel |
| 12WZE | EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations |
| 12XBM | ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines |

| Code | Description |
|---|---|
| 13AAZ | AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged |
| 13AVS | TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW Max, Refuse/Mixer |
| 13WET | TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission |
| 13WLP | TRANSMISSION OIL Synthetic; 29 thru 42 Pints |
| 13WUK | ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Side Loaders, Package Number 170 |
| 13WVV | NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released |
| 13WYH | TRANSMISSION TCM LOCATION Located Inside Cab |
| 13WYU | SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming |
| 13XAL | PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission |
| 14GRD | AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63 |
| 14RAR | AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside and Outside Cab; Includes Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab |
| 14UAA | AXLE SPACING, FIRST PUSHER 45" Ahead of Drive Axle |
| 14UMX | SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| 14WCP | TORQUE RODS {Hendrickson} TRAAX Rods, Longitudinal Only |
| 14WCR | TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only |
| 14WNH | AXLE, PUSHER, LIFT TYPE {Watson & Chalin SL1190SSR Tru-Trk Alumilite} 13,500-lb Capacity, One Self-Steer Axle |
| 15DYP | DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab |
| 15LNR | FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine |
| 15SJZ | FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab |
| 16030 | CAB Conventional, Day Cab |
| 16BAM | AIR CONDITIONER with Integral Heater and Defroster |
| 16GDC | GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display |
| 16HGH | GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission |
| 16HKT | IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster |
| 16JNT | SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust |
| 16SMH | SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment |

| Code | Description |
|---|---|
| 16SNL | MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width<br><br>Notes<br>: Mirror Dimensions are Rounded to the Nearest 0.5" |
| 16VKB | CAB INTERIOR TRIM Classic, for Day Cab<br><br>Includes<br>: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger<br>: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted<br>: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap |
| 16WSK | CAB REAR SUSPENSION Air Bag Type |
| 16XCK | WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors |
| 16XJN | INSTRUMENT PANEL Flat Panel |
| 16ZBT | ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab |
| 27DPN | WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc |
| 28DTJ | WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs |
| 29PAS | PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint |
| 34ACJ | WHEELS, LIFT AXLE PUSHER {Accuride 51408} Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >> |
| 60AKG | BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions |
| 7382135432 | (8) TIRE, REAR 11R22.5 Load Range H HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive |
| 7752525421 | (2) TIRE, PUSHER 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position |
| 7762549052 | (2) TIRE, FRONT 315/80R22.5 Load Range L M843 (BRIDGESTONE), 480 rev/mile, 65 MPH, All-Position |
| | **Services Section:** |
| 40128 | WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A<br><br>inspection sticker |

Post Office Box 349
160 Commerce Drive
Bay Springs, MS 39422
Phone: 601-764-4121
Fax: 601-764-4282

# SPECIFICATION

For "RLX25 BRUTAL" Extra High Compaction Rear Loader
Truck-Mounted, 25 Cubic Yard Rear Loader Body.

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF RESIDENTIAL OR COMMERCIAL REFUSE. THIS SPECIFICATION DESCRIBES A HYDRAULICALLY ACTUATED PACKER BODY OF THE REAR LOADING TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS NECESSARY TO PERFORM THE WORK ASSIGNED.

**UNIT WILL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED FACILITY.**

THE BODY SHALL CONFORM TO THE LATEST ANSI Z245 SPECIFICATION AS WELL AS THE FEDERAL MOTOR VEHICLE SAFETY STANDARD FMVSS-108 AT THE TIME OF MANUFACTURE.

ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

1. THE MINIMUM CAPACITY OF THE BODY SHALL BE 25 CUBIC YARDS EXCLUSIVE OF THE HOPPER.
2. THE MINIMUM CAPACITY OF THE HOPPER SHALL BE 3.61 CUBIC YARDS WITHOUT THE USE OF A HOPPER LOADING SILL EXTENSION.
3. THE BODY SHALL BE DESIGNED TO ALLOW HIGH DENSITY COMPACTION OF 1000 LBS. PER CUBIC YARD OF HOUSEHOLD REFUSE.
4. THE UNIT SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED FACILITY.

## BODY DIMENSIONS

1. THE MAXIMUM OVERALL WIDTH SHALL BE 96 INCHES.
2. THE MAXIMUM OVERALL LENGTH SHALL BE 250 INCHES.
3. THE MAXIMUM HEIGHT ABOVE THE CHASSIS FRAME SHALL BE 98" INCHES.
4. THE INSIDE WIDTH OF THE BODY SHALL BE 85 INCHES AT THE WIDEST POINT.
5. THE INSIDE HEIGHT OF THE BODY SHALL BE 84 INCHES AT THE HIGHEST POINT.
6. THE MINIMUM WEIGHT OF THE BODY AND THE TAILGATE (LESS SPECIAL OPTIONS) SHALL BE 14,000 LBS.

## BODY CONSTRUCTION

1. THE BODY SHALL HAVE A SMOOTH FLOOR WITHOUT A TROUGH. NO CYLINDERS, VALVES OR OTHER HYDRAULIC COMPONENTS SHALL BE EXPOSED TO REFUSE PACKED INTO THE BODY.

2. THE BODY FLOOR, SIDES AND ROOF SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND MAXIMUM IMPOSED FORCE OF RESIDENTIAL REFUSE WITHOUT STRUCTURAL DAMAGE OR EXCESSIVE WEAR.

3. THE BODY SIDES SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.

4. THE BODY ROOF SHALL BE FABRICATED FROM 10 GAUGE 80,000 PSI YIELD STEEL AND BE OF A CURVED ONE-PIECE DESIGN.

5. A 46" X 35" BODY SIDE DOOR SHALL BE LOCATED ON THE DRIVER'S SIDE. THE DOOR SHALL BE HELD SHUT BY A SPRING-LOADED LATCH.

6. THE BODY FLOOR SHALL BE FABRICATED FROM A SINGLE SHEET OF 7 GAUGE HI-TENSILE STEEL, WITH NO DEPRESSION OR TROUGH.

7. THE BODY LONGITUDINAL SHALL BE 8" X 3" STRUCTURAL TUBE.

8. THE FLOOR CROSS MEMBERS SHALL BE TAPERED FROM THE LONG SILL OUTBOARD TO THE BODY SIDE SHEET.

9. THE FLOOR CROSS MEMBERS SHALL BE FABRICATED FROM 7 GAUGE HI-TENSILE STEEL.

**TAILGATE DIMENSIONS**

1. THE MINIMUM HOPPER OPENING SHALL BE 80" WIDE AND 56" HIGH TO PERM UNOBSTRUCTED LOADING OF THE TAILGATE HOPPER.

2. THE TOP OF THE LOADING SILL SHALL BE EQUAL HEIGHT TO THE TOP OF CHASSIS FRAME TO FACILITATE EASY LOADING.

3. THE OVERALL HEIGHT ABOVE THE CHASSIS FRAME WITH TAILGATE RAISED SHALL BE 167 INCHES.

4. THE LENGTH OF THE TAILGATE SHALL BE 75"

**TAILGATE CONSTRUCTION**

1. THE LOWER TAILGATE SIDES SHALL BE FABRICATED FROM ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

2. THE HOPPER FLOOR AND CHUTE SHALL BE FABRICATED FROM 1/4" ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

3. THE TAILGATE SIDES SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS INTERLACED

AND FULLY WELDED TO THE SIDE SHEETS.

4. THE HOPPER AND CHUTE FLOOR SHALL BE REINFORCED WITH HI-TENSILE STEEL CHANNELS.

5. THE TAILGATE SHALL BE SECURED TO THE BODY WITH TAILGATE LOCK BARS MADE OF ASTM A-514 STEEL. THE TAILGATE LOCKS SHALL OPERATE AUTOMATICALLY WHEN THE TAILGATE IS RAISED OR LOWERED.

6. THE TAILGATE SEAL SHALL EXTEND A MINIMUM 24 INCHES UP THE BODY SIDE.

7. TWO GRAB HANDLES SHALL BE LOCATED ON EACH SIDE OF THE TAILGATE.

8. THE REAR STEPS SHALL BE FABRICATED FROM OPEN GRIP MATERIAL WITH A MINIMUM STANDING SURFACE OF 330 SQUARE INCHES PER STEP. THE STEPS SHALL COMPLY WITH A.N.S.I. STANDARDS. STEPS SHALL BE OF A BOLT-ON DESIGN.

## PACKING MECHANISM

1. THE PACKING CYCLE SHALL BE CONTROLLED BY A TWO-LEVER CONTROL THAT ALLOWS THE OPERATOR TO START, STOP AND REVERSE THE DIRECTION OF ANY FUNCTION AT ANY POINT DURING THE PACKING CYCLE.

2. THE TAILGATE CONTROL VALVE SHALL BE LOCATED WITHIN THE TAILGATE. IT SHALL BE A SECTIONAL VALVE.

3. THE PACKING MECHANISM SHALL CONSIST OF TWO PRIMARY COMPONENTS: THE SLIDE AND THE PACKER (SWEEP) BLADE.

   A. THE PACKING MECHANISM SHALL BE MOUNTED ON FOUR WEAR SHOE ASSEMBLIES UTILIZING UHMW POLY WEAR SHOES. THE SHOES SHALL BE REPLACEABLE WITHOUT REMOVING THE SLIDE ASSEMBLY FROM THE TAILGATE.

      THE PACKER AND SLIDE SHALL BE HINGED BY TWO 3" DIAMETER ALLOY STEEL PINS. THESE PINS SHALL ALSO SUPPORT THE (2) LOWER WEAR SHOE ASSEMBLIES.

   B. THE SLIDE FACE SHALL BE CONSTRUCTED FROM 3/16" ASTM A-514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

   C. THE PACKER BLADE SHALL BE MOUNTED TO, AND PIVOT ON, THE SLIDE. THE PACKER BLADE SHALL BE FABRICATED FROM HI-TENSILE STEEL PLATE, OF VARYING THICKNESS FROM 10 GA. TO 1/2"

   D. THE PACKER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS IN THE PIVOTS. THE FACE SHEET SHALL BE 3/16" ASTM A- 514 STEEL W/ MINIMUM HARDNESS OF 321 BHN.

4. THE PACKING MECHANISM SHALL BE POWERED BY TWO 5" BORE CUSHIONED HYDRAULIC CYLINDERS

5. THE SLIDE MECHANISM SHALL BE POWERED BY TWO 5 1/2" BORE CUSHIONED HYDRAULIC CYLINDERS

6. THE SLIDE AND PACKER CYLINDERS SHALL HAVE HARDENED, CHROME PLATED RODS. EACH CYLINDER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS.

7. THE PACKING BLADES SHALL OPERATE IN A MINIMUM 20 SECOND CYCLE TIME WITH A MINIMUM 3 SECOND RELOAD TIME.

8. THE COMPACTION CYCLE SHALL INTERRUPT ABOVE THE HOPPER SILL.

9. MATERIAL IN THE HOPPER SHALL BE COMPACTED BETWEEN THE PACKING MECHANISM AND THE EJECTOR PANEL. THE EJECTOR PANEL SHALL HOLD PRESSURE AGAINST THE COMPACTED MATERIAL AND WILL AUTOMATICALLY DRIFT FORWARD BY A HYDRAULIC LOAD CONTROL VALVE WITHOUT OPERATOR ASSISTANCE.

10. THE PACKER BLADE (SWEEP) ASSEMBLY SHALL BE PROTECTED BY A SECONDARY RELIEF VALVE THAT IS INTEGRAL TO THE TAILGATE- MOUNTED CONTROL VALVE.

**EJECTION SYSTEM**

1. THE LOAD SHALL BE EJECTED BY A DOUBLE ACTING, TELESCOPIC HYDRAULIC CYLINDER THAT SHALL EXTEND AND RETRACT THE EJECTOR PANEL THE FULL LENGTH OF THE BODY WITHOUT THE USE OF CLAMP BARS OR RELATED HARDWARE.

2. THE EJECTOR CYLINDER SHALL HAVE REPLACEABLE HEAT TREATED BUSHINGS. THE CYLINDER SHALL HAVE THE FOLLOWING DIMENSIONS:

| CYLINDER: | BORE | STROKE | STAGES |
|---|---|---|---|
| | 6.5" | 27" | 3 |

3. THE EJECTOR PANEL SHALL HAVE A 10 GAUGE HI-TENSILE STEEL FACE SHEET THAT IS REINFORCED BY STRUCTURAL STEEL TUBING AND FORMED CHANNELS OF HIGH TENSILE STEEL.

4. THE EJECTOR PANEL SHALL BE MOUNTED ON 8 HIGH-DENSITY POLYETHYLENE WEAR SHOES THAT SHALL BE REPLACEABLE WITHOUT REMOVING THE EJECTOR PANEL FROM THE BODY.

5. THE EJECTOR PANEL SHALL BE GUIDED IN THE BODY BY TWO GUIDE TRACKS LOCATED ON THE BODY SIDES 4" ABOVE THE BODY FLOOR. THE TRACKS SHALL BE 5 3/4" DEEP, FABRICATED FROM HI-TENSILE STEEL AND FULLY WELDED TO THE BODY SIDES.

6. THE EJECTOR CYLINDER SHALL BE MOUNTED ANGULARLY TO THE BODY FLOOR AND NOT REQUIRE A TROUGH OR DEPRESSION IN THE FLOOR.

**CONTROLS**

1. THE EJECTOR AND TAILGATE LIFT CONTROLS SHALL BE MOUNTED AT THE LEFT FRONT OF THE BODY.

2. EJECTOR AND TAILGATE CONTROLS SHALL BE MOUNTED DIRECTLY TO THE VALVE SPOOL.

3. A THROTTLE ADVANCE SWITCH SHALL BE LOCATED CONVENIENT TO THE EJECTOR LIFT CONTROLS.

4. THE TAILGATE CONTROLS SHALL BE LOCATED AT THE RIGHT REAR OF THE TAILGATE. THE TWO-

LEVER DESIGN SHALL HAVE POSITIVE CONTROL OF MOVEMENT OF THE PACKING MECHANISM AT ALL TIMES. THE TAILGATE CONTROLS SHALL COMPLY WITH THE APPLICABLE A.N.S.I REGULATIONS.

5. AN AUTOMATIC THROTTLE ADVANCE DEVICE SHALL BE INCORPORATED WITH THE TAILGATE CONTROLS.

## HYDRAULIC SYSTEM

1. THE HYDRAULIC PUMP SHALL BE A FIXED DISPLACEMENT RATED AT NO LESS THAN 2500 PSI WORKING PRESSURE AND HAVE SUFFICIENT CAPACITY TO EQUAL 35-38 GPM FLOW AT A REASONABLE ENGINE RPM

2. THE HYDRAULIC PUMP SHALL BE A DIRECT MOUNT TO A TRANSMISSION-DRIVEN CLUTCH-ACTIVATED HOT SHIFT PTO OR DRIVEN BY THE ENGINE CRANKSHAFT.

3. FOR EXTENDED LIFE OF ALL HYDRAULIC COMPONENTS THE MAXIMUM OPERATING PRESSURE SHALL NOT EXCEED 2,750 PSI.

4. THE HYDRAULIC SYSTEM SHALL INCORPORATE AN ADJUSTABLE RELIEF IN THE BODY VALVE.

5. HYDRAULIC HOSES AND TUBES SHALL BE SECURED BY CLAMPS AS REQUIRED TO PREVENT DAMAGE FROM ABRASION AND VIBRATION. HYDRAULIC HOSES AND TUBES SHALL USE S.A.E. O-RING BOSS AND JIC 37 DEGREE FLARE ENDS FOR ZERO LEAKS.

6. HYDRAULIC HOSES SHALL COMPLY WITH THE APPLICABLE S.A.E. STANDARDS FOR THE DESIGNED SPECIFICATIONS.

7. HYDRAULIC HOSES ARE TO HAVE A 4:1 BURST TO WORKING PRESSURE SAFETY FACTOR.

8. THE HYDRAULIC OIL RESERVOIR SHALL HAVE A MINIMUM CAPACITY OF 50 GALLONS. THE RESERVOIR SHALL BE EQUIPPED WITH FILLER, BREATHER CAP, SIGHT GLASS, CLEAN OUT COVER, 100 MESH SUCTION FILTER, MAGNETIC TANK DRAIN PLUG AND GATE VALVE AT THE SUCTION OUTLET. THE HYDRAULIC RESERVOIR SHALL NOT BE A STRUCTURAL MEMBER OF THE BODY OR THE MOUNT FOR THE EJECTOR CYLINDER.

9. A 10 MICRON INLINE RETURN LINE FILTER SHALL BE LOCATED ON THE HYDRAULIC TANK AND BE EQUIPPED WITH A CONDITION INDICATOR.

10. A SUCTION SCREEN FILTER OF 100 MESH (141 MICRON) SHALL STRAIN ALL THE OIL LEAVING THE TANK. SUCTION FILTER SHALL BE EQUIPPED WITH A 5 P.S.I. BYPASS VALVE.

11. ALL HYDRAULIC VALVES SHALL BE SECTIONAL IN ORDER TO ALLOW REPLACEMENT OF DEFECTIVE SECTIONS WITHOUT REPLACEMENT OF THE ENTIRE VALVE.

12. ALL CYLINDERS AND VALVES SHALL HAVE SAE O-RING BOSS PORTS.

13. Hydraulic system shall met an ISO cleanliness standard of 20/18/13

14. Manufacturer shall provide printed ISO hydraulic cleanliness record.

## HYDRAULIC CYLINDERS

1. All cylinders shall have a working pressure rating of3000 psi.

2. The packer and slide cylinders shall have hard chrome plated rods.

3. The packer and slide cylinders shall carry a minimum one year warranty.

4. Tailgate cylinders shall have hardened chrome plated cylinder rods, and be equipped with restrictors to limit the speed of raising and lowering of the tailgate.

5. Telescopic cylinders shall have chrome plated cylinder sleeves and plungers

6. All cylinders are to operate without direct contact with the compacted load.

## ELECTRICAL

1. All electrical wiring shall be color coded and be protected by loom.

2. Electrical harnesses shall be connected with weatherproof automotive-grade electrical connectors.

3. Electrical wires shall be stranded copper type with a SXL covering to remain flexible and resist deterioration.

4. Electrical wires shall be color coded and numbered for easy identification.

5. Body electrical system shall be protected with its own fuse block.

6. All fuses shall be ATO type.

7. All limit switches shall be water proof to prevent damage from the elements and pressure washing.

8. All lighting shall comply with F.M.V.S.S. #108, with an additional set of two stop, tail and turn lights mounted above the hopper on a light bar.

9. Clearance, backup, stop and directional lights shall be rubber grommet mounted with sealed light housings, lexan lenses, vibration resistant filaments, and unitize sealed quick change connections.

10. A 112 Db Backup Alarm conforming to current standards must be provided. The alarm must also sound when the tailgate is open.

11. Conspicuity tape shall be applied per ANSI Z245 requirements.

## PAINTING

1. ALL BURRS AND ROUGH AREAS ARE TO BE GROUND SMOOTH AND ALL WELDS CLEANED TO REMOVE SLAG.

2. PRIOR TO APPLICATION OF ANY COATING, ALL SURFACES SHALL BE THOROUGHLY CLEANED AND CONDITIONED WITH A PHOSPHATE SOLUTION.

3. THE BODY SHALL THEN BE COATED WITH TWO (2) COATS OF A SELF- ETCHING EPOXY PRIMER.

4. TWO FINISH COATS OF POLYURETHANE ENAMEL SHALL BE APPLIED TO PRODUCE A HIGH GLOSS FINISH.

## WARRANTY

1. ONE YEAR WARRANTY ON THE ENTIRE UNIT.

2. THREE YEAR WARRANTY ON HYDRAULIC CYLINDERS.

3. ON-SITE WARRANTY SERVICE.

4. QUARTERLY INSPECTIONS OF THE BODY UNDER WARRANTY WITH AVAILABLE SERVICE OPTIONS.

## OTHER REQUIREMENTS:

HOPPER WORK LIGHTS

DUAL CART TIPPERS

SMART LIGHTS

POST OFFICE BOX 349
160 COMMERCE DRIVE
BAY SPRINGS, MS 39422
PHONE: 601-764-4121

# QUOTE

**Quote Number:** JMH-016

**Quote to:** City of Shreveport

**Prepared by:** Brittney McCraw

**Date:** 3/15/2021
**Expires:** 5/14/2021
**Reference:** Shreveport, LA
**Sales Person:** John Harris
**Contact Info:** 601-764-7050

Pricing below does not include Delivery or FET

| | Description | |
|---|---|---|
| 1 | RLX25 Brutal | 25 Cubic Yard Rear Loader |

***Standard Features***
*Emergency stop on curb side*
*Driver alert buttons on both sides*
*Hot Shift PTO*
*Paint: White*
*LED Lighting*
*Dual Amber Oval LED Strobe, Rear*
***Standard Options***
Center Tail Light
STD Hopper Work Lights
Oversize Steps
Limb Guard
***Strobe(s) Options***
Dual Amber Oval Strobes - Front
Peterson Smart Lights
***Control Package***
Standard + (2) Tippers
***Cart Tipper(s)***
Perkins Cart Tipper (Qty 2)

| | | |
|---|---|---|
| 2 | **HMC Supplied Chassis** | 2022 International HV 607 |
| 3 | **Delivery Charge** | Delivery Charge - unit shipping and freight charges (if needed) to be determined.<br>HMC can arrange for drive-away service. |
| 4 | **Warranty** | Pac-Mac standard warranty includes the following:<br>Major Structural Component Parts - 1 year<br>Non-Hydraulic Replacement Parts - 1 year |
| 5 | **Order Acceptance** | To accept this quote as an order, please sign and date below and return this quote along with a PO. Quote price is per unit. Thank you for choosing Hol-Mac Corporation. |

DELIVERY: FOB Bay Springs, MS
LEAD TIME: 60-90 ARC and ARO
*lead time starts when Hol-Mac receives both PO and chassis at our facility
TERMS: Net 30 Days

By signing below, the customer agrees to the terms and conditions that are provided with this quote/order.

PO# _____ By _____ Date _____

POST OFFICE BOX 349
160 COMMERCE DRIVE
BAY SPRINGS, MS 39422
PHONE: 601-764-4121

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**Sales Person:** John Harris
**Contact Info:** 601-764-7050

Pricing below does not include Delivery or FET

| Description | Total |
|---|---|
| | $163,000.00 |

# HOL-MAC CORPORATION
# WARRANTY POLICY

Hol-Mac Corp. (Pac-Mac ®) warrants each Hol-Mac product it manufactures and each new part and component sold by Hol-Mac to be free of defects in material and workmanship, provided the parts and components are operated and maintained in accordance with Hol-Mac published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

Warrantor: This warranty is granted by Hol-Mac Corporation, P.O. Box 349, Bay Springs, Mississippi 39422. All warranty work must be accomplished by Hol-Mac at its factory in Bay Springs, Mississippi, or by such other facility specifically authorized by Hol-Mac. All warranty work performed by a facility other than Hol-Mac must be approved by Hol-Mac in writing prior to commencement of said work.

Duration of Warranty: The time periods applicable to the warranty of the specified component parts of the Hol-Mac products are as follows:

Major Structural Component Parts – 1 year
Non-Hydraulic Replacement Parts – 1 year

Exclusion and Disclaimers: This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations or wear and tear. Hol-Mac also reserves the right to make changes in the design or material of its products without incurring obligation to incorporate such changes in any product previously manufactured.

Procedure for Obtaining Performance Under this Warranty: In order to qualify under this warranty, the owner must notify Hol-Mac within (45) days of discovery of the defect and promptly deliver the entire product or defective part to Hol-Mac at its factory in Bay Springs, MS, or if requested by Hol-Mac to such other authorized facility designated by Hol-Mac. Upon receipt of such product, part or component, if it is found not to be defective in material or workmanship, Hol-Mac shall notify the owner of such fact and request instructions for the return of such product, part or component to the owner. All costs of transporting Hol-Mac products to and from the Hol-Mac factory, or such other authorized facility designated by Hol-Mac, shall be paid by the owner.

[NO OTHER WARRANTY, WHETHER OF FITNESS OR OTHERWISE, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS GIVEN BY HOL-MAC WITH RESPECT TO ANY NEW PRODUCT, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY HOL-MAC BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY PRODUCT, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

pac-mac



# RLX SERIES

## HAUL MORE

World class manufacturing combined with cutting-edge technology perfectly crafts a superior product: The Pac-Mac® RLX Series. The RLX Series has a packing force of up to 94,000 pounds and offers three premium models, the RLX-18, the RLX-20 and the RLX-25. These models are user-friendly, structurally sound, and offer premium product reliability.

DO IT RIGHT with Pac-Mac!

QUALITY SYSTEM CERTIFICATION DNV·GL ISO 9001

**E-PAC-MAC.COM**

*Manufactured by Hol-Mac Corporation*

*P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121*

NJPA AWARDED CONTRACT #031014-HMC

Solicitation Form for Commodities

**INVITATION FOR BID** **(IFB) #21-005**

# 25 CY REAR LOADERS PACKERS

| INDEX OF BID FORMS | Page Numbers |
|---|---|
| Invitation for Bid **(Do not return with bid)** | 2 |
| Bid Prices/Signature Page **(COS BID FORM #1)** | 3 |

**NOTE: THE REQUIRED COS BID FORM LISTED ABOVE MUST BE RETURNED WITH BID.** *SHOULD ALSO RETURN ONE COPY.* **IF ANY OF THE ABOVE COS BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.**

## INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.


| | |
|---|---|
| Special Instructions to Bidders | 4-8 |
| **Adjudicated Property Affidavit** | 9 |
| **Felony Conviction / E-verify Statement** | 10 |
| Format for the Return Envelope | 11 |
| Specifications | 12-21 |


INDEX OF REFERENCE ITEMS **NOT** INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

***The Felony Conviction/E-Verify Affidavit*** *must be submitted by the lowest responsive Bidder after the opening.* Revised 01-20-21

**AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID**

| DATES ADVERTISED: | February 26, 2021 | Date Posted: | February 26, 2021 |
|---|---|---|---|

**DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED**

| **INVITATION FOR BID (IFB)**<br>**City of Shreveport**<br><br>Wendy Wagnon, CPPO<br>Purchasing Agent | **BIDS MUST BE DELIVERED TO:**<br>City of Shreveport<br>Office of the Purchasing Agent<br>Government Plaza-Suite 610<br>505 Travis Street<br>Shreveport, LA 71101-3042 | **OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID** |
|---|---|---|

| **BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:** | **March 16, 2021** | **THEN PUBLICLY OPENED** |
|---|---|---|
| THIS IS NOT AN ORDER | **Bid Number** | **IFB # 21-005** |

BID TITLE: **25 CY REAR LOADERS PACKERS**

PREBID CONFERENCE: **N/A**

| **EMAIL QUESTIONS TO:** | **Dereka.abner@shreveportla.gov** | **7 working days before the opening or fax to:** | **318-673-5408** |
|---|---|---|---|
| **BID BOND IS NOT REQUIRED.** | **Estimated Expenditure:** | **3,060,000** | **per year** |

**Bids received after the time specified for opening cannot be considered for an award.**

## COMMODITY BIDS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **may** be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call Wendy Wagnon at 318-673-5450.

## ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveport's listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general bid information and **receive bid notices by email**, you will have to register with BidSync. **Registration is free**. Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for an annual fee. There is also a fee for a digital signature. **It takes about two weeks to get a digital signature.** *Allow additional time to set up the digital signature in BidSync.* Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source for bid documents.

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: https://www.bidsync.com. If you need help registering or with training or completing an e-bid, please **call 800-990-9339 (M-F)**. Contractors who submit e-bonds will need to pay an annual fee for electronic bid bonds. *If an electronic bid is submitted, provide your contractor's license number when the bid with alternates amounts to $50,000 or more. To request copies of bids by email, send your request to dereka.abner@shreveportla.gov.*

The City of Shreveport reserves the right to reject any or all bids and to waive minor informalities.

Revised 01-20-21

## CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

1.1 If specifications or descriptive papers are submitted with bids, enter bidders name thereon.

2.0 SAMPLES

2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.

3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.

3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agents office.

3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.

3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.

3.8 **It shall be the Bidder's responsibility to make inquiry as to the addenda issued.**

4.0 DELIVERY ARO

4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS

5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.

5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.

5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES

6.1 Whenever quantities or usages are provided by the City, these are estimates only.

6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.

6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

7.1 Prices will be firm for the minimum period as specified in the solicitation document.

7.2 After the first year of the contract or the guaranteed price date shown on the bid form, whichever is longer, the Contractor may request price increases that are limited to the increase in the Contractors actual documented cost of doing business to be approved by the soliciting department head and the Purchasing Agent.

7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.

7.4 The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best bidder or to solicit new bids.

7.5 No increase will be effective until approved in writing by the Purchasing Agent.

7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.

7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.

8.0 AWARD CRITERIA

8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.

8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):

8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.

8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.

8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

8.2.4 The City reserves the right to conduct on-site inspections of any bidders facilities prior to award and the results of said inspection will be considered by the City in determining bidders capabilities of successfully administering to this contract.

8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.

8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.

8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.

8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.

8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.

8.2.10 Product or parts inventory capability as it relates to a particular bid.

8.2.11 Results of product/equipment testing.

8.2.12 Warranty - Terms and Conditions.

8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.

8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.

8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.

8.2.16 A record of amicable relations with labor.

8.2.17 An adequate supply of equipment in good operating condition.

9.0 Evaluation

9.1 Bids may be made for one lot only, or for as many lots as the bidder can supply.

9.2 Awards will be made by complete lots and may be made to one or more bidders.

10.0 Evaluation of Bids for Multiple Awards

10.1 In addition to other factors, bids will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards).

10.2 For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.

11.0 Alternates

11.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.

12.0 REJECTION

12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.

12.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of the City to do so.

12.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION

12.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.

13.0 Rejection of Lowest Bid

13.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.

13.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.

13.3 Greater service costs for the low bid item.

13.4 Longer service time for the low bid item, which would cause longer down time of the item.

13.5 Proven reliability of the higher bid item.

13.6 Compatibility of the higher bid item with existing equipment.

14.0 DISQUALIFICATION REVIEW BOARD (City of Shreveport Code of Ordinances Sec. 26-265)

14.1 When a contractor has been given notice of possible debarment based upon Sec.26-265 and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the Citys Disqualification Review Board.

14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.

14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.

14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.

14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.

14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.

15.0 OPERATIONAL MANUALS

15.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.**

16.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)

16.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

17.0 PAYMENTS DUE THE CITY

17.1 Section 26-211 of the City's Code of Ordinances requires the following:

17.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

17.1.2 No contract to which the city is a party shall be awarded to any person who:

17.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

17.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

17.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

17.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

17.1.7 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

18.0 GOVERNING PRICES

18.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

18.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

19.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

20.0 JOINT VENTURE

20.1 If the bidder is a joint venture, provide the following information:
20.1.1 Date of formation
20.1.2 Name and address of each venture partner
20.1.3 Principals of each venture partner
20.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
20.1.5 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

21.0 BID ENVELOPE

21.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

22.0 RECEIPT OF BIDS

22.1 The City does not receive bids on holidays and weekends.

23.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

23.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against the City, the City shall promptly notify Contractor, and Contractor shall defend such claim, in the City's name, but at Contractor's expense, and shall indemnify the City against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

**END**

FROM:

Hol-Mac Corporaton

PO Box 349/160 Commerce Dr.

Bay Springs, MS 39422

License # _____

PLEASE RUSH TO:

**CITY OF SHREVEPORT**
**OFFICE OF THE PURCHASING AGENT**
**505 Travis Street-Suite 610**
**SHREVEPORT, LOUISIANA 71101-3042**

**SEALED BID FOR:**

**IFB Number:** #21-005

**Project Name:** 25 CY Rear Loader Packers

**Opening Date:** March 16, 2021

**Attention: Use this format on the outside of your container when responding with a paper bid.**
**We do not accept faxed responses for formal solicitations!**

# CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

E-MAIL to: moss.joe@hoc-mac.com Confirmation Required

March 19, 2021

John Harris
Hol-Mac Corporation
P.O. Box 349
Bay Springs, MS 39422

Dear, Mr. Harris:

This is your official notification that your firm submitted the apparent lowest responsive bid for **IFB 21-005 25 CY Rear Loaders Packers.**

No contract will be awarded until a City of Shreveport written Purchase Order is issued by the Purchasing Division.

The City of Shreveport is sales tax exempt and our exempt form is attached.

Acknowledge receipt of this letter by signing below and fax acknowledgment to our office. Our fax number is (318) 673-5408.

Please contact DeReka Abner, responsible buyer at 318-673-5455, if you have any questions

Sincerely,

Wendy Wagnon

Wendy Wagnon, CPPO
Purchasing Agent

RECEIVED BY: _____ DATE: 3/19/2021

R-1056 (10/07)

# Certificate of Sales/Use Tax Exemption/ Exclusion of Purchases by Political Subdivisions of the State of Louisiana
Louisiana R.S. 47:301(8)(c)

PLEASE PRINT OR TYPE.

| Political Subdivision | Louisiana Dept. of Revenue Registration No. (if applicable) |
|---|---|
| City of Shreveport | 4350450 |
| **Address** | |
| 505 Travis Street | |
| **City** | **State** / **ZIP** |
| Shreveport | LA / 71101 |

The above referenced entity does hereby certify that the entity is a public agency of the State of Louisiana with legal status as one of the following:

- ☐ State agency, board or commission
- ☑ Municipal government or instrumentality thereof
- ☐ Public Charter School (R.S. 17:3971-4001)
- ☐ Hospital service district
- ☐ Public housing authority
- ☐ Parish government or instrumentality thereof
- ☐ Parish school board or public school
- ☐ Law enforcement district
- ☐ Waterworks district
- ☐ Parish and municipal libraries
- ☐ Other _____

Purchases of tangible personal property and taxable services, and/or leases and rentals of tangible personal property by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by R.S. 47:301(8)(c). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions".

The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under R.S. 47:301(8)(c), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.

| Signature of Authorized Agent | |
|---|---|
| Authorized Agent | Title |
| Wendy Wagnon, CPPO | Purchasing Agent |
| Signature | Date (mm/dd/yyyy) |
| X Wendy Wagnon | 01/01/2020 |

INTER-OFFICE MEMORANDUM
City of Shreveport

**Finance Department / Purchasing Division**

Phone: 673-5450 Fax: 673-5408

DATE: Mar 19, 2021

TO: **Chris Wilder/ Gary Norman**
**Public Works**

FROM: DeReka Abner
Senior Buyer

Subject: **IFB 21-005 25 CY Rear Loaders Packers**

Attached are the copies of four bids received for the above referenced project. The apparent low bidder is Hol-Mac Corporation in the amount of $2,934,000.00 there were no non-responsive bidders. Please notify the Purchasing Office of the recommended vendor by returning the section below, signed and dated.

NOTE: A new purchase order must be issued for this solicitation. The solicitation number must be entered in LOGOS in the "Detail Description" box and be printed on the new purchase order.

DeReka Abner
Senior Buyer

Recommended Award to: Hol-Mac Corporation

Will a written contract be routed? Y / (N)

Signature of Project Manager Chris Wilder

Date: 3-19-21

CAO 6/26/2019

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

**TITLE**
A Resolution authorizing the Mayor of the City of Shreveport to sign a consent of the assignment by Pine Wave Energy Partners Operating, LLC of an oil and gas lease to Silver Hill Haynesville E&P, LLC, and to otherwise provide with respect thereto.

**DATE**
March 22, 2022

**ORIGINATING DEPARTMENT**
Office of Engineering
Property Management Section

**CITY COUNCIL DISTRICT**
F

**SPONSOR**

**PURPOSE**
To authorize the Mayor of the City of Shreveport to consent to the assignment of an Oil and Gas Lease, dated October 13, 2021, between the City of Shreveport and Pine Wave Energy Partners Operating, LLC, recorded under Instrument No. 2864971; and Oil and Gas Lease dated August 13, 2004, between the City of Shreveport and Alternate Fuel Systems of Louisiana, Inc., recorded under Instrument No. 2003058. Both the referenced Instruments are recorded in the Conveyance Records of Caddo Parish, Louisiana.

**BACKGROUND INFORMATION**
Pine Wave Energy Partners Operating, LLC ("Pine Wave") is the Lessee of two (2) Oil and Gas leases ("the leases"); one lease dated October 13, 2021 between the City of Shreveport ("City") and Pine Wave and one lease dated August 13, 2004 between the City and Alternate Fuel Systems of Louisiana, Inc. The Lease dated August 13, 2004 was affirmed by Memorandum on October 12, 2005, the Memorandum being recorded on October 14, 2005 under Instrument NO. 2003061. On March 1, 2002, Pine Wave entered into an agreement with Silver Hill Haynesville E&P, LLC ("Silver Hill"), whereby Pine Wave intends to assign to Silver Hill all of Pine Wave's rights, title and interest in and to certain lease(s) and/or agreement(s) with the City. The assignment will be made, and Pine Wave will accept the assignment, subject to all the terms, conditions, and obligations of the Leases. The City's consent to assign shall not constitute a waiver of any provision of the Leases.

**TIMETABLE**
Introduction: April 12, 2022

Final Passage: April 26, 2022

**ATTACHMENTS**
State Agency Leases recorded under Instrument No. 2864971 and Instrument No. 2003058
Memorandum of Oil and Gas Lease
Pine Wave Energy Assignment Consent Request

**SPECIAL PROCEDURAL REQUIREMENTS**

**FINANCES**

**SOURCE OF FUNDS**

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

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

**FACT SHEET PREPARED BY:** Malcolm Stadtlander,
Property Management Administrator

**RESOLUTION NO. _____ OF 2022**

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF SHREVEPORT TO SIGN A CONSENT OF THE ASSIGNMENT BY PINE WAVE ENERGY PARTNERS OPERATING, LLC OF AN OIL AND GAS LEASE TO SILVER HILL HAYNESVILLE E&P, LLC, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

**BY: COUNCILMEMBER**

**WHEREAS**, the City of Shreveport (the "City"), entered in multiple Oil and Gas leases (the "Leases") with Pine Wave Energy Partners Operating, LLC ("Pine Wave"), which were recorded in the Conveyance Records of Caddo Parish, Louisiana under Instrument No. 2864971, effective October 13, 2021 and Instrument No. 2003058, effective August 13, 2004; and

**WHEREAS**, the lease recorded under Instrument No. 2003058 was affirmed by Memorandum on October 12, 2005, the Memorandum being recorded on October 14, 2005 under Instrument No. 2003061; and

**WHEREAS**, Pine Wave has entered into an agreement with Silver Hill Haynesville E&P, LLC ("Silver Hill"), pursuant to which all of Pine Wave's rights, title and interest in the referenced Leases will be assigned to Silver Hill; and

**WHEREAS**, in accordance with the terms of the Leases, the City has received a written request from Pine Wave, seeking the City's written consent for Pine Wave to assign their interest in the Leases to Silver Hill; and

**WHEREAS,** the assignment will be made subject to all of the terms and conditions of the Leases; and

**WHEREAS,** Silver Hill will accept the assignment subject to all obligations under the Leases; and

**WHEREAS,** the City's consent to assign the Leases shall not constitute a waiver of any provision of the Leases; and

**AND WHEREAS,** the assigned interest may not be further assigned to any third party without written consent from the City, pursuant to the terms of the Leases.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that the Mayor is hereby authorized to approve the assignment of the Oil and Gas leases from Pine Wave Energy Partners Operating, LLC to Silver Hill Haynesville E&P, LLC.

**BE IT FURTHER RESOLVED** that if any provision or portion 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, ordinances or parts thereof in conflict herewith are hereby repealed.

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

C 3803

# MEMORANDUM OF OIL AND GAS LEASE

**State:** Louisiana

**Parish:** Caddo

**Lessor:** City of Shreveport
505 Travis Street,
Shreveport, LA 71101

**Lessee:** Alternate Fuel Systems of Louisiana, Inc.
400 Travis Street, Suite 2000,
Shreveport, LA 71101

**Effective Date:** August 13, 2004

Gary Loftin
Caddo Parish Clerk of Court
2003061
10/14/2005 02:42 PM

K. B. LEBLANC
DEPUTY CLERK

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the parish and state named above:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A
PART HEREOF, FOR DESCRIPTION OF PROPERTY.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessee as of the date of acknowledgment of its signature, but is effective for all purposes as of the Effective Date stated above.

**LESSEE:**

ALTERNATE FUEL SYSTEMS
OF LOUISIANA, INC.

By: _____
FRANK GOLDSBERRY, President

WITNESSES:

G. G. NESBITT, III

THOMAS G. ORTIZ

STATE OF LOUISIANA

PARISH OF Caddo

On this 12th day of October, 2005, before me personally appeared FRANK GOLDSBERRY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires:

At Death

Jeanette Crank
NOTARY PUBLIC

JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission is for Life
Notary ID # 002298

## EXHIBIT "A"

## ELSTON PARTITION

Lot Nos. 12, 13, 14, 15, 16, 17 and 18 of the Mrs. E. O. Elston Estate Partition South and East of the T & P Railroad, Section 29, Township 17 North, Range 14 West, located in the North 3/4 E/2 E/2 of said Section 29, identified by a plat dated June 30, 1948, recorded under Instrument No. 30293, Book 600, Page 211 of the Conveyance Records of Caddo Parish, Louisiana, containing 16.21 acres, more or less. **Geo #'s 171429-0001-0021-00, 171429-0001-0023-00, 171429-0001-0025-00, 171429-0001-0027-00, 171429-0001-0029-00, 171429-0001-0031-00, and 171429-0001-0033-00.**

END OF EXHIBIT

C 3803

# MEMORANDUM OF OIL AND GAS LEASE

Gary Loftin
Caddo Parish Clerk of Court
2003058
10/14/2005 02:41 PM

**State:** Louisiana

**Parish:** Caddo

**Lessor:** City of Shreveport
505 Travis Street,
Shreveport, LA 71101

**Lessee:** Alternate Fuel Systems of Louisiana, Inc.
400 Travis Street, Suite 2000,
Shreveport, LA 71101

K. B. LEBLANC
DEPUTY CLERK

**Effective Date:** August 13, 2004

For adequate consideration, Lessor, named above, has granted, leased, and let to Lessee, named above, for the purpose of investigating, exploring, prospecting, drilling, mining for, and producing oil, gas, and other minerals, laying pipelines, building roads, tanks, power stations, telephone lines and other structures, and producing, saving, take care of, treating, transporting, and owning oil, gas, and other minerals, all on or from the following lands (the "Lands") in the parish and state named above:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, FOR DESCRIPTION OF PROPERTY.

The Oil and Gas Lease (the "Lease") is for a primary term of three (3) years from the Effective Date stated above, and is effective as long thereafter as oil, gas, or other minerals are produced in paying quantities from the Lands, or other lands pooled with the Lands, according to and by the terms and provisions of the Lease between Lessor and Lessee. The Lease, with all of its terms, covenants, and other provisions, is referred to and incorporated into this Memorandum for all purposes. This Memorandum is placed of record for the purpose of giving notice of the Lease. The original of the Lease is maintained in the office of the Lessee.

This Memorandum is signed by Lessee as of the date of acknowledgment of its signature, but is effective for all purposes as of the Effective Date stated above.

**LESSEE:**

ALTERNATE FUEL SYSTEMS
OF LOUISIANA, INC.

By: _____
FRANK GOLDSBERRY, President

WITNESSES:

G. G. NESBITT, III

THOMAS G. ORTIZ

COPIES SENT
NO
YES
# 695

STATE OF LOUISIANA)

PARISH OF Caddo

On this 12th day of October, 2005, before me personally appeared FRANK GOLDSBERRY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALTERNATE FUEL SYSTEMS OF LOUISIANA, INC., and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

My Commission Expires:

at death

Jeanette Crank
NOTARY PUBLIC

JEANETTE CRANK, Notary Public
Caddo Parish, Louisiana
My Commission is for Life.
Notary ID # 002298

# EXHIBIT "A"

## SHREVEPORT REGIONAL AIRPORT-GENERAL AREA LEGAL DESCRIPTION

The Shreveport Regional Airport facility is situated on a City-owned 1,597.621-acre tract of land in the western portion of Shreveport, Louisiana, and is surrounded by Kennedy Drive on the East, West 70th Street on the South, Meriwether Road on the West, and Hollywood Avenue on the North. A boundary description of the area is as follows:

Beginning at the intersection of the South right of way line of Hollywood Avenue and the West right of way line of Kennedy Drive proceed S 00°03'45" E along the West right of way line of said Kennedy Drive a distance of 1,530.74 feet to the North line of the Fire Department Garage facility;

thence run S 89°54'41" W along said North line a distance of 238.67 feet;

thence run S 00° 03'45" E along the West line of said Fire Department Garage facility a distance of 208.32 feet;

thence run S 89°54'41" W along the North line of Airport Park facility a distance of 401.33 feet;

thence run S 00°03'45" E along the West line of said Airport Park a distance of 2,523.00 feet;

thence run N 89°54'41" E along the South line of said Airport Park a distance of 640.00 feet to a point on the West right of way line of Kennedy Drive;

thence run S 00°03'45" E along said West right of way line a distance of 1,021.32 feet to the South right of way line of the old West 70th Street dedication;

thence run N 89°50'16" E along said South right of way line a distance of 368.39 feet to the Northerly right of way line of the new West 70th Street dedication;

thence run Southwesterly along said right of way line on a curve to the left, having a radius of 996.96' and a delta angle of 44°44'27", a distance of 778.50 feet;

thence run S 20°33'55" W along said northerly right of way line a distance of 514.17 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 20°02'48", a distance of 320.12 feet;

thence run S 40°36'43" W along said northerly right of way line a distance of 2,028.42 feet;

thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 49°38'57", a distance of 792.82 feet;

thence run N 89°44'20" W along said northerly right of way line a distance of 3,558.65 feet;
thence run along said right of way line on a curve to the right, having a radius of 914.93' and a delta angle of 51°46'16", a distance of 826.71 feet to a point on the Northeasterly right of way line of Meriwether Road;
thence run N 37°58'04" W along the Northeasterly right of way line of Meriwether Road a distance of 837.49 feet;

thence run N 29°08'25" W along said northeasterly right of way line a distance of 230.56 feet;

thence run N 89°54'32" E a distance of 1,144.82 feet;

thence run N 00°18'32" E a distance of 660.28 feet;

thence run N89°58'11" W a distance of 1,122.84 feet;

thence run N 00°20'31" E a distance of 275.08 feet;

thence run N 89°58'13" W a distance of 552.73 feet to a point on the northeasterly right of way line of Meriwether Road;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 586.68 feet;

thence run N 61°08'06" E along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 550.00 feet;

thence run S 61°08'06" W along said northeasterly right of way line a distance of 45.00 feet;

thence run N 28°51'54" W along said northeasterly right of way line a distance of 61.00 feet;

thence run N 89°13'32" E along said northeasterly right of way line a distance of 34.34 feet;

thence run N 43°56'04" W along said right of way line a distance of 1,694.68 feet;

thence run N 46°03'56" E a distance of 15.00 feet along the easterly right of way line of Meriwether Road;

thence run along said right of way line on a curve to the right, having a radius of 427.46 feet and a chord bearing of N 24°53'28" W and a chord distance of 278.95', a distance of 284.15 feet;

thence run N 05°50'52" W along said easterly right of way line a distance of 1,314.35 feet;

thence run along said right of way line on a curve to the right, having a radius of 1,859.86 feet and a chord bearing of N 2°21'47" W and a chord distance of 225.83', a distance of 225.97 feet;

thence run N 01°03'55" E along said easterly right of way line a distance of 1,690.63 feet;

thence run N 19°22'50" E along said easterly right of way line a distance of 199.82 feet;

thence run N 32°32'43" E along said easterly right of way line a distance of 144.05 feet;

thence run N 53°23'24" E along said easterly right of way line a distance of 280.57 feet;

thence run N 69°11'39" E along said easterly right of way line a distance of 179.07 feet to the South right of way line of Hollywood Avenue;

thence run S 20°11'12" E along southerly right of way line a distance of 8.15 feet;

thence run S 89°42'53" E along said southerly right of way line a distance of 2,809.11 feet;

thence run N 89°47'39" E along said southerly right of way line a distance of 5,257.94 feet;

thence run S 89°32'56" E along said southerly right of way line a distance of 1,265.37 feet to the Point of Beginning.

**Caddo Parish Tax Assessor's Geographical numbers (Tract Numbers) for the twenty-two separate tracts that make up the above legal description are as follows:**

**171419-000-0022 171420-000-0009 171421-000-0019 171421-024-0054**

| | | | |
|---|---|---|---|
| 171428-000-0031 | 171429-000-0007 | 171429-000-0016 | 171429-001-0010 |
| 171429-001-0019 | 171429-001-0021 | 171429-001-0023 | 171429-001-0025 |
| 171429-001-0027 | 171429-001-0029 | 171429-001-0031 | 171429-001-0033 |
| 171430-000-0015 | 171430-000-0017 | 171430-000-0018 | 171430-000-0055 |
| 171430-001-0010 | 171430-002-0029 | | |

Mike Spence, Caddo Clerk of Court
Online Instrument# 2864971
12/09/2021 11:36 AM
Number of Pages: 15

MARKEYDA EDWARDS
CADDO PARISH DEPUTY CLERK

# LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS

**State Agency Lease No. 22042**

**STATE OF LOUISIANA**
**PARISH OF EAST BATON ROUGE**
**Louisiana State Lease Form Revised 2019**

**WHEREAS,** under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board ***("Board")*** acting pursuant to the request of CITY OF SHREVEPORT, advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

**WHEREAS,** in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the 13TH day of OCTOBER, 2021, at a meeting of the Board; and

**WHEREAS,** by resolution duly adopted, the Board accepted on the 13TH day of OCTOBER, 2021 ***("Effective Date")***, the bid of and awarded this Lease to PINE WAVE ENERGY PARTNERS OPERATING, LLC ***("Lessee")***, whose address is 329 SOUTH MAIN STREET, FORT WORTH, TX 76104, as the most advantageous to the State, as Lessor.

**NOW THEREFORE,** be it known and remembered that the Board, acting under said authority, and acting for and in behalf of the CITY OF SHREVEPORT, as Lessor, does hereby lease, let, and grant unto said Lessee, the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ***("Leased Premises")*** subject to this Lease, situated in the Parish(es) of CADDO, State of Louisiana, is more fully described as follows:

ENTIRE TRACT 45467 - Caddo Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on September 8, 2021, being more fully described as follows: All lands in Sections 34 and 35, Township 18 North, Range 15 West, and in Sections 2 and 11, Township 17 North, Range 15 West, being more fully described as follows:

1) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Moss Point Drive, Risinger Drive and Marty Lane, containing 8.14 acres, more or less;

2) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 34, Township 18 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, containing 0.52 acres, more or less;

3) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, South Lakeshore Drive, Risinger Drive, Shorewood Drive, Pines Road, Long Timbers Drive, Brookline Drive, Noxubee Drive, Bonnieview Road, Altavista Drive, Long Pines Drive, Towering Oaks Drive, Louene Circle, Kingfish Drive, Schober Circle, Gahagan Circle, Snapper Circle, Timber Knoll Drive, Timber Court, Wonderland Drive, Mary Frances Drive, Randy Way, Brendlyn Drive, Yarborough Road and Irish Circle, containing 60.70 acres, more or less;

4) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, including but not limited to, Yarborough Road, Pines Road, Gemini Drive, Twilight Lane, Virgo Drive, Galaxy Lane, Venus Drive, Milky Way, Jefferson Paige Road, Tamerlane Drive, Oak Valley Drive, Oak Park Drive, Joy Drive, Kingswood Drive, Kenwood Drive, Sabine Lane, La Fleur Drive, Goree Lane, Ernwood Circle, Bocage Drive, Gilwood Circle, Bocage Circle, Glendale Lane, Sonhaven Drive and Nottaway Drive, containing 53.02 acres, more or less;

5) That certain tract or parcel of land containing 0.44 of an acre, more or less, situated in the Southwest Quarter (SW/4) of Section 35, Township 18 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171502-001-0019-00. Said tract being a portion of the lands described in that certain Ordinance dated November 13, 1991, and recorded in Book 2783, Page 248, under Entry No. 1325963 of the Conveyance Records of Caddo Parish, Louisiana;

6) That certain tract or parcel of land containing .3429 acres, more or less, being known and designated as "LOT 6 OF HILLTOP SUBDIVISION, UNIT 7", situated in the Northeast Quarter (NE4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-002-0006, being further depicted on that certain plat of survey of the Hilltop Subdivision Unit No. 7, dated July 26, 1976 and recorded in Book 1500, Page 403, of the Conveyance Records of Caddo Parish, Louisiana;

7) That certain tract or parcel of land containing 0.28 of an acre, more or less, being known and designated as "LOT 12 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0012-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Judgment of Taking dated November 13, 1991, and recorded in Book 3502, Page 201, under Entry No. 1779316, both of the Conveyance Records of Caddo Parish, Louisiana;

8) That certain tract or parcel of land containing 0.37 of an acre, more or less, being known and designated as "LOT 13 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0013-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Act of Cash Sale dated September 7, 2001, and recorded in Book 3485, Page 484, under Entry No. 1767634, both of the Conveyance Records of Caddo Parish, Louisiana;

9) That certain tract or parcel of land containing 0.24 of an acre, more or less, being known and designated as "LOT 14 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-020-0014-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Quitclaim Deed dated March 21, 2008, and recorded in Book 4028, Page 49, under Entry No. 2147935, both of the Conveyance Records of Caddo Parish, Louisiana;

10) That certain tract or parcel of land containing 0.2291 of an acre, more or less, being known and designated as "LOT 77 OF WESTERN HILLS VILLAGE SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-018-0077, being further depicted on that certain plat of survey of the Western Hills Village Subdivision, recorded on March 6th, 1973 in Book 1400, Page 443, of the Conveyance Records of Caddo Parish, Louisiana;
11) That certain tract or parcel of land containing 0.1016 of an acre, more or less, being known and designated as the west half of an abandoned in-wood road, lying between Lots 2 and 3 of "WESTERN HILLS NORTH SUBDIVISION", situated in the Southeast Quarter (SE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Western Hills North Subdivision, dated October 7, 1971, and recorded in Book 1300, Page 427, of the Conveyance Records of Caddo Parish, Louisiana;
12) That certain tract or parcel of land containing 0.3764 of an acre, more or less, being known and designated as "LOT 11 OF LONG TIMBERS SUBDIVISION", situated in the Northwest Quarter (NW/4) of Section 2, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171502-015-0011, being further depicted on that certain plat of survey of the Long Timbers Subdivision, dated August 4, 1978, and recorded in Book 1700, Page 223, of the Conveyance Records of Caddo Parish, Louisiana;
13) That certain tract or parcel of land containing 0.22 of an acre, more or less, being known and designated as "LOT 18 OF OAK RIDGE SUBDIVISION", situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No.
171511-020-0018-00, being further depicted on that certain plat of survey of Oak Ridge Subdivision, recorded on May 16, 1974 in Book 1450, Page 247, Entry No. 624917, and acquired by the City of Shreveport in that certain Tax Adjudication Deed dated July 8, 1992, and recorded in Book 2828, Page 396, under Entry No. 1351134, both of the Conveyance Records of Caddo Parish, Louisiana;
14) That certain tract or parcel of land containing 0.64 of an acre, more or less, situated in the Northeast Quarter (NE/4) of Section 11, Township 17 North, Range 15 West, Caddo Parish, Louisiana, GEO No. 171511-000-0057-00. Said tract being further described in that certain Donation dated January 23, 1973, and recorded in Book "F", Page 333, under Entry No. 583557 of the Conveyance Records of Caddo Parish, Louisiana.

The total acreage for Sections 34 and 35, Township 18 North, Range 15 West, and Sections 2 and 11, Township 17 North, Range 15 West being **125.62 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of one hundred (100) feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to forty (40) acres around each producing oil well and one hundred sixty (160) acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the State whose valid permit predates the Effective Date of this Lease, but only to the extent that such permit covers all or a portion of the surface area encompassed within the geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with Lessee's exercise of its rights acquired hereunder.

Notwithstanding any language herein to the contrary, the rights granted herein to Lessee shall be subject and subservient to surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and/or effected through the State, the Coastal Protection and Restoration Authority, the Department of Natural Resources and/or their divisions, whether solely or in conjunction with other federal, state or local government agencies, or with private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and commissions including, without limitation, the Coastal Protection and Restoration Authority, the Department of Natural Resources, the Office of Mineral Resources (***"OMR"***), the Board and their officers, employees, agents and representatives, and the United States government, its departments, agencies and divisions, together with their respective officers, employees, agents and representatives, free and harmless of and from any claims, actions and/or causes of action, except as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or any other contract, permit or license of Lessee related to this Lease caused by the diversion of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection projects, or any other such action taken for the purpose of management, preservation, enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize the best technology commercially available, including directional drilling, so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

During the term of this Lease, Lessee shall comply with all federal, state, and local laws and regulations, whether now in effect or enacted in the future, in carrying out the provisions of this Lease.

The references in this Lease to statutes and regulations apply to the statute and regulation as such existed at the time this Lease was revised and also to any amended or successor statute or regulation.

## DEFINITIONS

For purposes of this Lease, the following definitions shall apply:

(A) ***"Acceptable Lease Operations"*** shall mean either Actual Drilling Operations or Actual Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith and with due diligence. Under no circumstances shall drilling or otherwise creating salt water disposal wells constitute Acceptable Lease Operations.

(1) ***"Actual Drilling Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: (a) drilling commenced by spudding-in of a new well; (b) deepening or sidetracking of an existing well; (c) plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); or (d) completing any such well, including the installation of equipment in the wellbore that is necessary to complete the well as a producer and/or to maintain downhole completion activity. The installation of flowlines or other surface facilities needed to produce the well shall not be considered as Actual Drilling Operations.

Actual Drilling Operations shall include directional drilling operations (deviation from vertical), in which event such Actual Drilling Operations shall be considered to have commenced on the Leased Premises when the drill stem penetrates beneath the surface of the Leased Premises.

Actual Drilling Operations shall be deemed to terminate on the last day downhole operations of any kind are conducted, such as drilling, testing or completion.

(2) ***"Actual Reworking Operations"*** shall mean the following operations conducted on the Leased Premises in Good Faith and with due diligence: reconditioning, cleaning out or otherwise attempting to directly establish, increase or restore production in an existing well by downhole operations.

Actual Reworking Operations shall be deemed to terminate on the last day any such downhole operations are conducted.

(B) ***"Affiliate"*** shall mean any business concern, organization, or individual that controls, is controlled by or is under common control with Lessee or operator. The power to control is the key factor in affiliation with another business concern, whether exercised or not.

(1) Control may consist of:
(a) Shared management or ownership;
(b) Common use of facilities, equipment, and employees; and/or
(c) Family interest.

(2) Indicators of Lessee affiliates may include:
(a) Common ownership; and/or
(b) Common management and identity of interest.

(3) Power to control exists when a person or entity has fifty percent (50%) or more ownership. It may also exist with considerably less than fifty percent (50%) ownership by contractual arrangement or when a person or entity owns a large share compared to other parties.

(4) The term "Affiliate" shall also mean any business concern, organization, or individual operating a well on the Leased Premises, making royalty payments, or engaged in the sale of oil, gas or products for the Lessee or an operator.

(C) ***"Anniversary Date"*** shall mean the same date on each next ensuing year or years after the Effective Date of this Lease.

(D) ***"Good Faith"*** as used in the definition of Acceptable Lease Operations, Actual Drilling Operations and Actual Reworking Operations shall mean that each well operation must be:

(1) Commenced with reasonable expectation of discovering and producing minerals in paying quantities at a particular point or depth; and

(2) Conducted in such a manner that constitutes a single operation although actual drilling is not conducted at all times.

(E) ***"Leasehold Payments"*** shall mean Rental payments, Deferred Development Payments, Shut-In Payments and any other payments allowed to maintain this Lease in whole or in part.

(F) The term "Lessee" as used throughout this Lease, means and includes the original Lessee named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any Affiliate of any such assignees, heirs or successors.

(G) ***"Non-Affiliate"*** shall mean a person, company, firm or other business unit that is not an Affiliate.

(H) ***"Production in Paying Quantities"*** shall mean production of oil, gas or other liquid or gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) ***"Unit"*** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

## ARTICLE 1 – BONUS

Lessee has this day paid to Lessor a cash payment of One Hundred Eighty-Eight Thousand Four Hundred Thirty and No/100ths ($188,430.00) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual Rental for the first year of this Lease.

## ARTICLE 2 – PRIMARY TERM

(A) Subject to the provisions hereof, this Lease shall be for a term of Three (3) years (***"Primary Term"***) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file this request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and said extension shall be on the same terms and conditions as set forth herein, except for any additional consideration and/or modified terms accepted by the Board for the granting of said extension.

## ARTICLE 3 - LEASE MAINTENANCE

(A) Lease Maintenance During the Primary Term:

(1) If Actual Drilling Operations or Production in Paying Quantities is not occurring on the first Anniversary Date, this Lease shall terminate unless Lessee, on or before the first Anniversary Date, pays to Lessor the sum of Ninety-Four Thousand Two Hundred Fifteen and No/100ths ($94,215.00) Dollars (***"Rental"***). Timely payment of a Rental shall extend for twelve (12) months from the Anniversary Date the time within which Actual Drilling Operations or Production in Paying Quantities must be commenced in order to maintain this Lease. If, during the Primary Term but after the first year thereof, this Lease has been maintained and Actual Drilling Operations or Production in Paying Quantities is not occurring on an Anniversary Date, this Lease shall terminate unless Lessee pays a Rental to the Lessor on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be made by check, draft or in a form acceptable by the Board and made payable to the order of the "Office of Mineral Resources" and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety (90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter:

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(3) Notwithstanding anything in Article 3(B)(1) or 3(B)(2), this Lease may also be maintained in some cases after the Primary Term in accordance with Article 3(C) (Deferred Development Payment), Article 3(D) (Shut-In Payment) and Article 5 (Force Majeure and Suspending Event).

(C) Lease Maintenance when Leased Premises included in a Unit:

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit (***"Unitized Operations"***) shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this Article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (***"Outside Acreage"***) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term ***"Deferred Development Payment"*** shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

(c) In the event that this Lease is being maintained as to Outside Acreage by Acceptable Lease Operations and/or Production in Paying Quantities, and such Acceptable Lease Operations and/or Production in Paying Quantities cease for any cause and this Lease is not otherwise maintained as to Outside Acreage under the terms of this Lease, Lessee shall, within ninety (90) days of said cessation, resume Acceptable Lease Operations and/or Production in Paying Quantities as to the Outside Acreage or make a Deferred Development Payment on or before the end of the ninety (90) day period.

(3) The Deferred Development Payment shall maintain this Lease as to Outside Acreage until the next Anniversary Date. By payment of the Deferred Development Payment on or before each succeeding Anniversary Date, this Lease may be maintained as to Outside Acreage during the remainder of the Primary Term and up to two (2) years beyond the Primary Term.

(4) Nothing contained in this Article is intended to create nor shall have the effect of creating several or separate Leases, or in any manner serve to extend, increase or limit the obligation of Lessee to protect the Leased Premises from drainage as required in this Lease or otherwise.

(D) Shut-In Payments:

(1) If at any time or times (during or after the Primary Term) there is on the Leased Premises a gas and/or oil well or wells capable of Production in Paying Quantities, but gas and/or oil is not being used, produced or marketed therefrom because of the lack of a reasonable market or production/marketing facilities (***"Qualifying Conditions"***), and if this Lease is not then being otherwise maintained, Lessee may make a request to maintain this Lease in force by making a payment at the rate of Fifty Dollars ($50.00) per acre for the acreage not otherwise maintained under the terms of this Lease (***"Shut-In Acreage"***), but in no event shall payment be less than One Thousand Dollars ($1,000.00) (***"Shut-In Payment"***). A Shut-In Payment shall maintain this Lease as to Shut-In Acreage for a period of six (6) months (***"Shut-In Period"***), during which, it shall be considered that there is Production in Paying Quantities for lease maintenance purposes only. The Shut-In Payment must be made prior to the termination of this Lease as to the Shut-In Acreage.

(2) Lessee's request to make a Shut-In Payment must clearly demonstrate proof to the Lessor the existence of the Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Lessee's request to make a Shut-In Payment requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably

withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment.

(3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For each subsequent request following the initial Shut-In Period, Lessee must clearly demonstrate proof to the Lessor the existence of Qualifying Conditions and that Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy the lack of facilities to produce or market the product or obtain a market contract for the product. Each such subsequent request requires Lessor's approval and shall be at the sole discretion of Lessor, which approval shall not be unreasonably withheld. However, if this Lease can be maintained by the payment of a Rental, Lessor has the sole discretion to require the Lessee to maintain the Lease by payment of a Rental rather than by a Shut-In Payment. Each such subsequent request must be received prior to the end of the then existing Shut-In Period, and, if authorized, shall commence upon expiration of the then existing Shut-In Period. If Lessee's subsequent request is denied, then on the last day of the then existing Shut-In Period, this Lease shall terminate unless it can be maintained under other provisions hereof. Notwithstanding the limitation upon consecutive Shut-In Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may request, and Lessor may grant an additional Shut-In Period or periods in accordance with the terms and requirements herein, with any such extension(s) to be approved via an acknowledgment Resolution of the Board, having the effect of an amendment of this Lease.

(E) Termination of Deep Rights:

(1) The Lessor may terminate this Lease on the second Anniversary Date beyond the end of the Primary Term (or, if Acceptable Lease Operations on the Leased Premises or on lands pooled or unitized therewith are ongoing within ninety (90) days before such second Anniversary Date, then upon the lapse of all such Acceptable Lease Operations for more than ninety (90) days) as to the depths lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest stratigraphic formation that at such time is either producing or capable of production and is encountered by a well located on the Leased Premises or on lands pooled or unitized therewith; or a deeper depth agreed to by the Lessor (***"Deep Rights Acreage"***). Prior to exercising its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall send written notice of its intentions to exercise said right to the Lessee on or before the first Anniversary Date beyond the end of the Primary Term.

(2) In the event that Lessor exercises its right to terminate this Lease as to the Deep Rights Acreage, Lessor shall have the right to enter into new agreements for the exploration and production of minerals from the Deep Rights Acreage, and in connection therewith to grant someone other than the Lessee the right to explore, develop, produce and market minerals from the Deep Rights Acreage, together with the rights of ingress and egress through the Leased Premises to conduct such operations, commensurate with the rights granted to Lessee herein, including the right to penetrate and drill through the formations above the Deep Rights Acreage. The rights retained by the Lessee and the rights granted with respect to the Deep Rights Acreage shall be exercised in such manner that neither shall unduly interfere with the operations of the other upon the Leased Premises or the Deep Rights Acreage.

## ARTICLE 4 – TRANSFERS AND ASSIGNMENTS

(A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest granted to Lessee under this Lease (collectively hereinafter referred to as an ***"Assignment"***) shall be valid unless approved by Lessor in accordance with La. R.S. 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior sentence shall not apply to, the granting of a mortgage in, collateral assignment of production from, or other security interest in this Lease or the transfer of an overriding royalty interest, production payment, net profits interest, or similar interest in this Lease.

(B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of his obligations or liabilities under this Lease unless the Lessor has discharged him expressly and in writing, notwithstanding approval of the Assignment by Lessor and regardless of any understanding, agreement, language or reference to the contrary set forth in the terms and conditions of the Assignment.

(C) All terms, provisions, conditions, duties, responsibilities and obligations of this Lease shall be binding upon and inure to the benefit of an assignee(s), sublessee(s) and transferee(s) to the extent of the interest acquired.

## ARTICLE 5 – FORCE MAJEURE AND SUSPENDING EVENTS

(A) (1) If, at any time this Lease is being maintained by Acceptable Lease Operations and/or Production in Paying Quantities, and Lessee is prevented from continuing Acceptable Lease Operations and/or Production in Paying Quantities by the occurrence of a Force Majeure or Suspending Event as defined in this Article, (***"Incident"***), and Lessee cannot maintain this Lease under any other operative provision of this Lease, such as the Rental payment, Deferred Development Payment or Shut-In Payment, then and only then shall the date for Lessee to re-commence Acceptable Lease Operations and/or Production in Paying Quantities in order to maintain this Lease be postponed on a day-for-day basis for so long as the adverse effects of the Incident continue, providing that Lessee provides OMR with notice in accordance with section (B) of this Article and that Lessee is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the Incident. The occurrence of an Incident shall not maintain this Lease for more than twelve (12) months from the date of the Incident onset unless extended by Lessor.

(2) A determination as to whether Lessee can utilize this Article and whether Lessee has complied with the requirements thereof is at the sole, reasonable discretion of Lessor. In making such a determination, Lessor shall not consider Lessee's financial inability to comply with any of the obligations of this Lease and an increase in costs of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control.

(B) Within ninety (90) days of the Incident onset, Lessee shall submit a written notice containing the following: (1) the onset date, description and nature of the Incident; (2) the effects preventing continuation of Acceptable Lease Operations or Production in Paying Quantities; (3) a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations and/or Production in Paying Quantities; (4) an estimated time for resumption of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other information or documentation evidencing the existence of the Incident requested by Lessor. Notice given beyond ninety (90)

days shall not be considered reasonable notice and the application may be denied by Lessor barring consequential extenuating circumstances.

(C) Every thirty (30) days following the notice required in section (B) of this Article, Lessee shall be required to submit written, detailed reports on a monthly basis to OMR giving therein a description and evidence of Lessee's diligent, reasonable and good faith efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease Operations or Production in Paying Quantities. If the reports are not timely submitted or if Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after notice and opportunity to be heard, may declare the Incident recognition to be ended and that Lessee may not after such failure utilize this provision to excuse any failure to comply with any obligations of this Lease relating to the particular Incident involved.

(D) A ***"Force Majeure"*** event, as herein utilized, shall be a fortuitous event that is beyond Lessee's control and is not ultimately determined to be caused by Lessee or due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely foreseeable preventative measures that would have mitigated or negated the effects of the event. An example of a Force Majeure event may include, depending on the specific circumstances involved: (1) a major storm, major flood or other similar natural disaster; or (2) a major accident such as a blowout, fire or explosion.

(E) A ***"Suspending Event"***, as herein utilized, shall be: (1) the lack of availability, after Lessee has diligently, timely and in good faith attempted to secure same, of any required equipment and/or personnel, such as the specific type of rig or specific type of casing or drill pipe; or (2) the unreasonable delay by any government agency or political subdivision in granting permits necessary for Acceptable Lease Operations or Production in Paying Quantities; or (3) an order of any federal or state court of competent jurisdiction preventing Acceptable Lease Operations or Production in Paying Quantities; or (4) the act of a third party, not under the control or at the instigation of Lessee, in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from this Lease are necessarily passed as part of production (and provided there is no other reasonably economical method of carrying on production); or (5) other events not described herein that are recognized by Lessor.

## ARTICLE 6 – UNITS

(A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless, Lessee must obtain Lessor's approval prior to including all or a portion of the Leased Premises in a Unit through a conventional agreement.

(B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an application to the Commissioner of Conservation for the creation, dissolution, or modification of any Unit that includes, or is seeking to include or exclude, all or a portion of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any information attached thereto. If Lessee is the applicant, said copies shall be furnished to Lessor either at the time the application or notice is filed with the Commissioner of Conservation or at the time required by applicable orders or regulations of the Commissioner of Conservation for furnishing such information, whichever is earlier; if Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee receives copies of such application or notice. For a Unit created by an order of the Commissioner of Conservation, which includes all or a portion of the Leased Premises, Lessee shall furnish Lessor a survey plat of each Unit so created.

## ARTICLE 7 – PROTECTION AGAINST DRAINAGE

(A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or gaseous minerals by a well producing from adjacent or nearby property ***("Adjacent Well")*** not owned by Lessor and not included in a Unit (***"Drainage"***). It shall be presumed, subject to rebuttal by Lessee, that Drainage is occurring if the Adjacent Well is producing within six hundred and sixty feet (660') of the Leased Premises (or within any spacing or pooling unit distance greater than six hundred and sixty feet (660') established by the Commissioner of Conservation), provided such well is not exempt from Statewide Order 29-E spacing requirements. This presumption shall not serve to limit or preclude Lessee's obligation to protect the Leased Premises from Drainage in cases where the facts giving rise to the presumption do not exist.

(B) In order to satisfy its obligation to protect from Drainage, Lessee shall, within one hundred twenty (120) days after the completion date of the Adjacent Well, begin Actual Drilling Operations for a well drilled to a depth necessary to protect the Leased Premises from Drainage, if a reasonably prudent operator would drill such a well (***"Offset Well"***). If Lessee is not an operator or does not have an interest in the Adjacent Well, the Lessee shall be required to begin such operations within one hundred twenty (120) days after receipt of written notice from Lessor.

(C) Lessee may delay the drilling of an Offset Well for a period not to exceed one (1) year by making payments to Lessor in the same manner and amount equal to one-half (1/2) the royalties Lessee would have to pay pursuant to this Lease, as if the production being obtained from the Adjacent Well was being obtained from a well producing from the Leased Premises (***"Offset Royalties"***). Offset Royalties are intended to permit Lessee time to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall not of itself serve to maintain this Lease if not otherwise maintained.

(D) The obligation to protect the Leased Premises from Drainage and the requirements of this Article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee either releases the affected portion of the Leased Premises or initiates unitization proceedings to include all or a portion of the Leased Premises within a Unit in which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage occurring prior to the date such a release is executed or such Unit is created are owed by the Lessee to the Lessor.

## ARTICLE 8 – LESSEE REPORTING

(A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to Lessee relating to the Leased Premises or lands pooled therewith including, but not limited to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core descriptions of both sidewall samples and conventional cores; (4) drill stem and production test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Upon request, Lessee also shall furnish Lessor with any and all other information reasonably available to Lessee to

keep Lessor informed of Lessee's compliance with the provisions of this Lease and operations on the Leased Premises. To the extent allowed by law, Lessor agrees to keep confidential any information submitted under this Article that is not already part of the public domain.

(B) Nothing in this Article shall require Lessee to furnish or permit inspection of Lessee's interpretation of the information referred to above. Lessor's representatives shall have access, at reasonable times and intervals, to examine and inspect Lessee's information and operations being conducted on the Leased Premises or lands pooled or unitized.

## ARTICLE 9 – ROYALTY

(A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S. 30:127(C), which option may be exercised at any time and for any duration upon written notice to Lessee, Lessee shall pay royalty to the Lessor as follows:

(B) Royalty On Oil:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced, saved, sold, utilized or severed from, or attributable to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such oil shall be the price received by Lessee for such oil under the contract. If such oil is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the oil shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such oil, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for oil of like kind and quality from the field from which such oil is being produced, or if no oil is being sold from that field, the average of prices paid for oil of like kind and quality in the three (3) nearest fields in which oil of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of oil.

(2) Lessee shall place oil produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said oil any costs associated with putting the oil into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for oil means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area.

(3) Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such oil is run. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of oil: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; (c) costs incurred for pumping, lifting, recycling, handling, treating, separating, dehydrating, removing contaminants, or in any way processing oil production to put it in marketable condition; and (d) the cost of storage on the Leased Premises or in the field. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible.

(4) If Lessee delivers such oil at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such oil the reasonable, actual, unreimbursed costs of transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate party. If such transportation is by means of facilities owned or co-owned by the Lessee or an Affiliate, Lessee may deduct from the value of oil a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(C) Royalty On Gas:

(1) Twenty Percent (20%) of the value, as hereinafter provided, of all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. When such gas is sold by Lessee to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas shall be the price received by Lessee for such gas under the contract. If such gas is sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the gas shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, the value of such gas, including all premiums and consideration in whatever form, shall not be less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three (3) nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar kinds, qualities and quantities of gas. Notwithstanding anything contained in this Article to the contrary, payment of royalty to Lessor shall not be due on gas vented or flared in accordance with the requirements of Office of Conservation's Statewide Order No. 45-I-A (LAC 43:XIX Chapter 35) in effect now and as amended.

(2) Lessee shall place gas produced, saved, sold, utilized or severed from the Leased Premises in marketable condition and Lessee cannot deduct from the value of said gas any costs associated with putting the gas into a marketable condition, except as specifically allowed elsewhere in this Article. Marketable condition for gas means sufficiently free from impurities and otherwise in a condition that it will be acceptable by a Non-Affiliate purchaser under a sales contract typical for the field or area, or when the gas meets the location, quality and pressure specifications for transmission into an interstate pipeline or processing facility.

(3) Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a function of production, exploration, development, primary or enhanced recovery or abandonment at the time such gas is produced. Without limiting the foregoing sentence, the following costs are not to be deducted from the value of gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs incurred for transportation within the field; and (c) costs incurred for lifting, recycling, separating, treating, dehydrating, removing contaminants, amine treating, glycol, methanol and chemical injection, or in any way processing gas production to put it in marketable condition. The performance of any non-deductible function at a commingled facility in or outside the field in which the Leased Premises is situated shall not make the cost of any such function deductible. Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

(4) If Lessee delivers such gas at a point outside the field in which the Leased Premises is situated, Lessee may deduct from the value of such gas the reasonable, actual, unreimbursed costs for transportation from the field boundary to the point of delivery by means of facilities belonging to a Non-Affiliate. If such transportation is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct from the value of gas a reasonable sum for such services, computed as follows: the amount deductible shall include only: (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

(D) Royalty On NGLS:

(1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field; and natural gasoline, natural gas liquids or other products (***"NGLs"***), may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all residue gas remaining after such processing or extraction pursuant to the amount and terms set forth in section (C) of this Article. Lessee shall pay the Lessor Twenty Percent (20%) as royalty on the value, as hereinafter provided, of NGLs processed or extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's length contract with a Non-Affiliate for the processing of gas, which is prudently negotiated under the facts and circumstances existing at the time of execution, and under which such party retains in kind a portion of the NGLs recovered from or attributed to such gas as consideration for processing, Lessee shall pay such royalty on the NGLs allocated to Lessee under such contract. If Lessee enters into a contract for processing gas with an Affiliate, or if the contract is not arms' length or is not prudently negotiated under the facts and circumstances existing at the time of execution, Lessee shall pay the royalty on the total NGLs recovered.

(2) The value of the NGLs shall be the price received by Lessee if sold to a Non-Affiliate purchaser under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution. If the NGLs are sold by Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution, then the value of the NGLs shall be the price received by Lessee under the contract; if such contract would not have been considered prudently negotiated at the time of its execution, or if the NGLs are not sold under any contract, the value of NGLs, including all premiums and consideration in whatever form, shall be calculated on the basis of Oil Price Information Service (OPIS) at Mont Belvieu, Texas, on the date sold. If at a future date, an industry recognized and accepted index posting changes to something other than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties to this Lease.

(3) If the gas is processed by a Non-Affiliate under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract, and those charges may include, but are not limited to, a combination of processing and retention of NGLs by the processor. If the gas is processed at a facility owned or co-owned by an Affiliate, or is processed pursuant to a non-arms' length contract with an Affiliate, or if the contract was not prudently negotiated under the facts and circumstances existing at the time of execution, the charges to be deducted shall include only the Lessor's proportionate part of: (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

(E) General Provisions Applicable To All Royalty:

(1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous minerals from, or attributable to, this Lease to the Production Audit Division of the Office of Conservation and to the Mineral Income Division of the Office of Mineral Resources by appropriate forms containing both LeaseUnitWell (***"LUW"***) code and well serial number. Failure to report production as herein specified shall be deemed "improper reporting" which shall subject Lessee to the penalty as allowed by law or this Lease.

(2) If Lessee receives compensation for any function, process or liability related to production from the Leased Premises without the right given herein to deduct the costs related to such compensation, such compensation amount shall be included in the value for such production type when computing royalties.

(3) Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(4) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production. In the case of any production which has occurred prior to the Effective Date, but which is deemed to be covered by this Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the Effective Date. Thereafter, royalty on oil, including condensate or other liquid mineral,

shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including NGLs extracted or processed from gas, shall be paid on or before the 25th day of the second month following that in which such gas was produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 and La. R.S. 30:136 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises for gas and/or oil lift purposes on the Leased Premises or for injection into any oil or gas producing formation underlying the Leased Premises for stimulating the production of oil or for secondary recovery purposes and no royalties shall be payable on the gas or liquid hydrocarbon so recycled until such time as the same may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such manner as to entitle Lessor to a royalty thereon under the royalty provisions of this Lease.

(6) Lessee must exercise due diligence and make reasonable efforts to market all production from the Leased Premises to obtain the best price reasonably available. Lessee cannot charge Lessor any cost for the time and resources expended in the performance of this obligation, such as, but not limited to, the charging of a marketing fee.

## ARTICLE 10 – AUDIT RECORDS

Lessee shall establish and maintain in an organized manner all records, reports and other information reasonably relevant to its calculation of royalties, deductions and/or other sums due by Lessee under the terms of this Lease for a period of ten (10) years after the records are generated unless OMR notifies the Lessee that it has initiated an audit or investigation involving such records and that such records must be maintained for a longer period. In any case, when an audit or investigation is underway, records shall be maintained until OMR releases the Lessee of the obligation to maintain such records. Upon reasonable notice, Lessor, through OMR, shall have the right to access such records in the manner and format they are regularly maintained in the ordinary course of business for the purpose of review, duplication and/or audit. To the extent allowed by law, all such records, reports and other information provided for review, duplication, or audit shall be maintained by OMR personnel in strict confidence.

## ARTICLE 11 – LEASE ACCESS

(A) Pursuant to La. R.S. 30:127(G), Lessee shall maintain and preserve the public's access to public waterways throughout the State lands covered by this Lease.

(B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

(C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.

## ARTICLE 12 – LESSOR'S RIGHTS

The mention of any express obligation of Lessee herein shall never be construed as affecting any implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be entitled; and no failure of Lessor to enforce any provision of this Lease shall operate as a waiver of Lessor's right to thereafter enforce such provision or any other provision.

## ARTICLE 13 – SURFACE USE AND RESTORATION

(A) Surface Use:

(1) Lessee shall comply with and be subject to all applicable state and federal laws and regulations, in effect now and as amended, and all laws and regulations enacted after the Effective Date of this Lease which govern: exploration and production (or where applicable, hazardous or industrial) waste disposal, storage, treatment, transportation, or management; environmental quality (regardless of the environmental media involved), oil and gas conservation, navigation, archeological resources, cemeteries, coastal resource management, and wetlands protection and restoration.

(2) Lessee shall conduct operations as a prudent operator using standard industry practices and procedures and proper safeguards and take all reasonably necessary preparations and precautions to prevent and remedy pollution, fire, explosion, and environmental damage to the Leased Premises. Lessee shall be responsible, without limitation, for all damage to the Leased Premises caused by its operations including, but not limited to loss or damage to timber, crops, roads, buildings, fences, bridges, soil, surface and subsurface water, aquifers and vegetation, and also all environmental damage as that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of whether such damage is due to negligence, or to the inherent nature of Lessee's activities or operations or other reason(s).

(3) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(4) Lessee shall, at its sole cost and expense, keep and maintain all improvements on the Leased Premises utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) Restoration:

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer necessary for operations or production; to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises; and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ( ***"Restoration Obligations"***), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer necessary for operations or production on the Leased Premises or lands pooled or unitized therewith; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right to draw and remove casing from wells and, further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises.

## ARTICLE 14 - FINANCIAL SECURITY

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

## ARTICLE 15 - GENERAL LIABILITY INSURANCE

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million Dollars ($1,000,000.00) and excess liability insurance having a minimum limit per occurrence of Two Million Dollars ($2,000,000.00) (or such lower limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of the Operational Term, with the "Certificate Holder" listed as:

State of Louisiana
Office of Mineral Resources
LaSalle Building – 8th Floor
617 North Third Street
Baton Rouge, Louisiana 70802
Ref: State Lease No. _____

For purposes of this Article, the ***"Operational Term"*** shall commence upon the initiation of any surface activity on the Leased Premises in furtherance of the development and production of oil and gas including, but not limited, to surveying, mobilization, location preparation and other such activities preliminary to development of this Lease.

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee's sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) Unless Lessor gives its written consent otherwise: (1) the insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor); and (2) at any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy's annual renewal date, a "Certificate(s) of Insurance" fully completed and signed by the insurer's authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the "Declaration Page" and the "Cancellation Endorsement" for the policy(s).

## ARTICLE 16 – TITLE DISPUTES

(A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either express or implied. It is expressly agreed that Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor. Lessor hereby disclaims any covenant of quiet enjoyment or peaceful possession of the Leased Premises.

(B) In the event of a bona fide dispute or litigation involving Lessor's ownership or title to any portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and provide any information and/or documentation in Lessee's possession or to which Lessee has access regarding such dispute, including the identity of the adverse claimant(s) and the nature of the dispute.

(C) During the pendency of and through resolution of the dispute or litigation, Lessee shall comply with all terms, provisions and requirements of this Lease, including the payment of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops making royalty payments. However, in lieu of making said payments directly to Lessor, Lessee may:

(1) Request and obtain authorization from Lessor to suspend the direct payment of royalty due on the production attributable to the disputed acreage, deposit the royalty payments into an interest bearing escrow account at an FDIC insured financial institution having a presence within the State and fully comply with the title dispute protocol approved by Lessor; or

(2) Initiate a concursus proceeding and deposit the royalty payments attributable to the disputed acreage into the court registry; or

(3) Take other action as authorized by Lessor.

(D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights Lessor may have to review, examine, audit, dispute, challenge or contest any payments made or not made by or on behalf of Lessee on the production attributable to the disputed acreage. In the event an audit or other examination should reveal that the sums deposited into an escrow account or into the registry of the court are incorrect, Lessee shall remain fully responsible for all royalty amounts determined to be due and owing, and may be subject to payment of interest and penalties as required by law or the terms of this Lease.

(E) Upon termination of any escrow authority, concursus proceeding or other action authorized by Lessor, royalty payments due on the production attributable to the disputed acreage shall be made directly to Lessor in accordance with the provisions of this Lease or the terms of any settlement or final unappealable judgment that resolves the title dispute.

## ARTICLE 17 - TERMINATION AND RELEASE

(A) Lessee may release all or any portion or portions of the Leased Premises at any time this Lease is in effect and thereby be relieved of all obligations thereafter accruing under this Lease as to the portions surrendered; however, no partial release shall reduce or otherwise affect the amount of Rentals required to maintain this Lease during the Primary Term thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee of any obligations to plug and abandon wells, restore the Leased Premises, or any other obligations arising under Louisiana Commissioner of Conservation orders, decisions, or regulations pertaining to the remediation of well sites.

(B) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the Leased Premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars ($100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

(C) Within ninety (90) days after termination of this Lease as to any portion of the Leased Premises, either during or after the Primary Term, Lessee shall submit to OMR a listing of all unplugged wells and facilities owned, or placed and/or caused to be placed by Lessee on the acreage released and a written preliminary plan which sets forth the Lessee's schedule for complying with its Restoration Obligations of the Leased Premises.

## ARTICLE 18 – NOTICES

(A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in writing and shall be properly addressed to the Lessee(s) at the last address provided to OMR pursuant to La. R.S. 30:123.1 or section (B) of this Article or to OMR at 617 N. 3rd Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827, Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered: (i) upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial overnight courier service.

(B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for providing OMR with the new address. Written notice pursuant to this section is required ten days prior to the effective date of the address change and must be transmitted in accordance with section (A) of this Article.

(C) Upon an Assignment, Lessee(s)/assignor(s) and/or the assignee(s) shall ensure that the information required pursuant to La. R.S. 30:123.1 for the assignee(s) is current for purposes of notice herein.

(D) Failure of Lessee to update and/or maintain accurate contact information shall not invalidate any notice given by OMR.

## ARTICLE 19 – INDEMNITY AND HOLD HARMLESS

Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold free and harmless the State, the Department of Natural Resources, the Board, OMR and the officers, employees, agents and representatives of Lessor from any and all demands, claims, causes of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss, injury or death to any person, or any harm, loss, damage or destruction of any property resulting from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees, agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing to conduct activities or operations pursuant to the rights granted by this Lease.

This general indemnity provision is in addition to and shall not be limited in any way by any specific indemnity provision contained elsewhere within this Lease.

## ARTICLE 20 - EXECUTORY CONTRACTS

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired Lease within the meaning of Section 365 of the United States Bankruptcy Code.

## ARTICLE 21 – LAW AND FORUM

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease and to which the State is a party shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

## ARTICLE 22 – SEVERABILITY

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

## ARTICLE 23 –MULTIPLE ORIGINALS

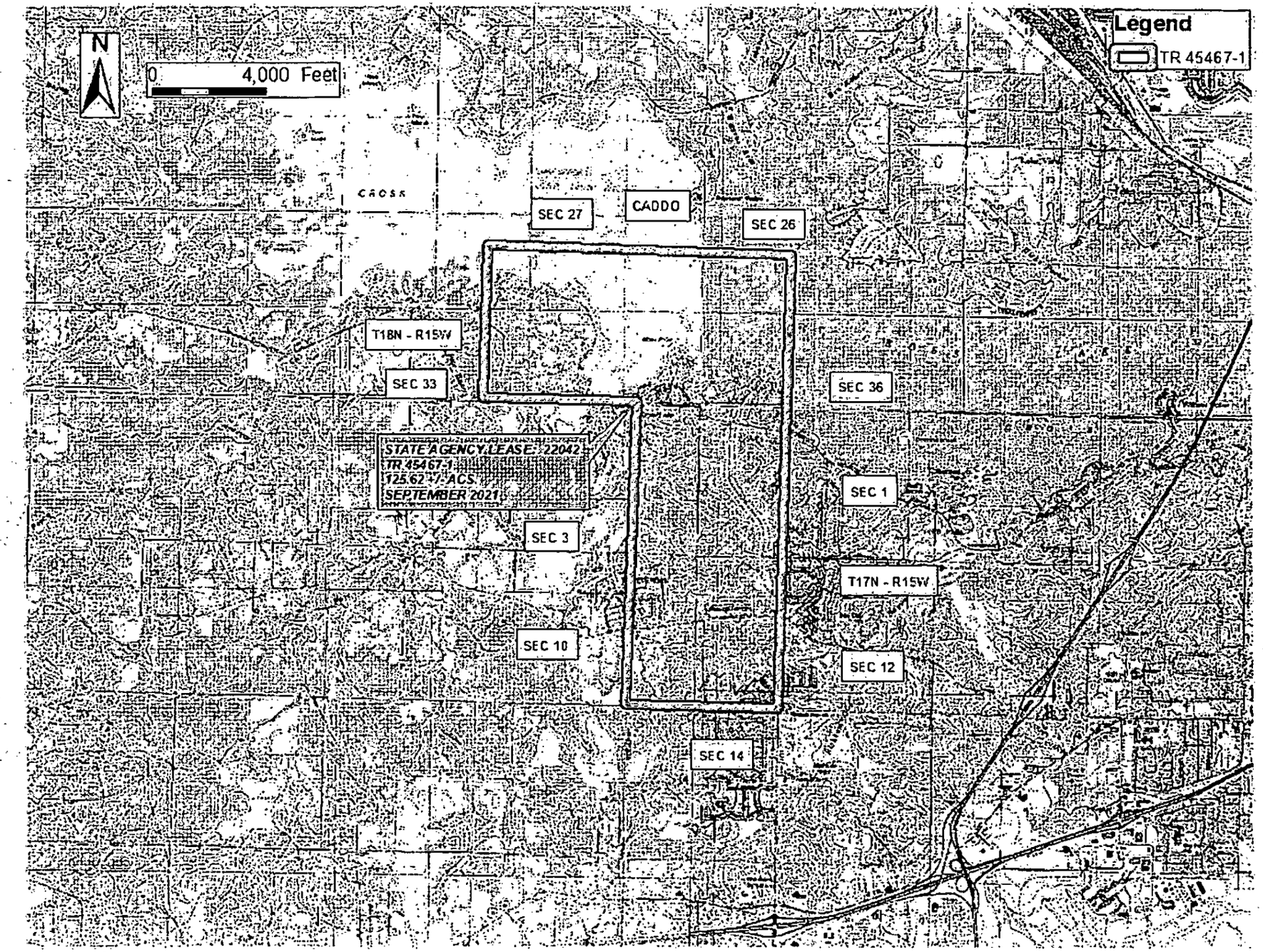
This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

## ARTICLE 24 - SECURITY INTERESTS/LESSOR'S LIEN

(A) In order to secure all of Lessee's monetary obligations under this Lease to Lessor, including particularly payment of royalties, Lessee does hereby grant a first ranking security interest in, and specifically pledges and assigns in favor of Lessor, a first priority lien and security interest in Lessee's interest in (i) all of the minerals that are extracted from the Leased Premises or lands pooled therewith and which are attributable to the Lease and (ii) all proceeds from the sale or other transfer of any such minerals, whether such proceeds are held by Lessee or a third party (collectively "Lessor's Security Interest").

(B) Lessee further acknowledges the right of, and hereby authorizes, Lessor to file UCC financing statements covering Lessor's Security Interest. Promptly upon execution of this Lease, Lessee will file with the clerk of court of any parish a UCC financing statement for Lessor's Security Interest and deliver a recorded copy of said UCC financing statement to Lessor within ten (10) days of recording the Lease. Lessee will execute and record any other documents reasonably requested by Lessor to perfect Lessor's Security Interest. It is further agreed that Lessor may exercise all of the rights of a secured party under Louisiana law (including particularly under the Louisiana Uniform Commercial Code-Secured Transactions contained in R.S. 10:9-101 et seq.) with respect to Lessor's Security Interest.

(C) Lessee further represents and warrants that at the time of execution of this Lease there are no prior or superior liens or security interests and that at the time the UCC financing statement for Lessor's Security Interest is filed in the UCC records of any parish, there will be no prior or superior liens or security interests to Lessor's Security Interest, including such liens or security interests arising from, or relating to, Lessee's activities under this Lease and/or Lessee's acquisition of this Lease. Should Lessor determine that this representation and warranty is not true and correct, or if Lessee fails to timely make any and all payments due to Lessor under this Lease, then Lessor may exercise any and all rights under this Lease and/or under Louisiana law to seek recovery of all sums due, plus legal interest, from the date(s) due until paid, and all costs and its reasonable attorney fees, and/or to file suit to have this Lease dissolved and/or terminated in accordance with the Louisiana Mineral Code, and to recover all costs and its reasonable attorney fees related thereto.


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TR 45467-1
CROSS
SEC 27
CADDO
SEC 26
T18N - R15W
SEC 33
SEC 36
STATE AGENCY LEASE: 22042
TR 45467-1
125.62 +/- ACS
SEPTEMBER 2021
SEC 1
SEC 3
T17N - R15W
SEC 10
SEC 12
SEC 14

State Agency Lease No. 22042

THUS DONE, READ, ACCEPTED AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the 13th day of October, A.D., 2021, which shall be the date of this lease for all purposes.

WITNESSES as to the signature of Lessor:

Brian M. Jackson

Brandy Arledge

STATE MINERAL AND ENERGY BOARD

BY: Jamie S. Manuel Secretary

Lessor

For: City of Shreveport

Lessor

WITNESSES as to the signature of Lessee:

Print or Type Name Here: Jake Stevenson

Print or Type Name Here: Neal P. Hamilton

For: ~~Pine~~ Wave Energy Partners Operating, LLC

Lessee

Print or Type Name Here: Stephen P O'Neal

WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL AND ENERGY BOARD

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared: Brandy Arledge, who by me first duly sworn, deposed and said:

That she/he is one of the witnesses to the execution of the foregoing instrument that he/she saw Jamie S. Manuel sign said instrument as Secretary of the State Mineral and Energy Board for and on behalf of City of Shreveport in the presence of appearer and Brian M. Jackson, the other subscribing witness.

Sworn to and subscribed before me, on this the 14th day of October, 2021.

James J. Devitt, III
Notary No. 8973
State of Louisiana
Commissioned for Life

James J. Devitt, III
Notary #8973

Brandy Arledge

WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE

STATE OF Texas
County OF Tarrant

Before me, the undersigned authority, personally came and appeared Jake Stevenson, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw Stephen O'Neal execute said instrument as Executive VP of Pine Wave Energy Partners Operating, LLC as the free act and deed of said corporation in the presence of appearer and Neal P. Hamilton, the other subscribing witness.

Sworn to and subscribed before me, on this the 7 day of December 2021.

HILARY VALENTIN
Notary Public, State of Texas
Comm. Expires 05-02-2022
Notary ID 131553013

Hilary Valentin
Notary Public

Print or Type Name Here: Jake Stevenson

ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw _____ execute said instrument as his own free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me, on this the
____ day of _____, _____.

_____
Notary Public

_____
Print or Type Name Here: _____

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

**TITLE**
A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd., and Kennedy/Broadway Bid RFQ #22-509 and to otherwise provide with respect thereto.

**DATE**
April 1, 2022

**ORIGINATING DEPARTMENT**
Purchasing Division

**CITY COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**
To authorize the Purchasing Agent, or her designee, to reject all bids received for RFQ 22-509.

**BACKGROUND INFORMATION**
On March 15, 2022, one (1) bid was received for the Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd, Kennedy/Broadway RFQ #22-509.. The designer's estimate was $17,821.76 and the bid submitted was for $32,040.00.

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

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

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

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

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

**FACT SHEET PREPARED BY:** Angela McNicoll, Senior Buyer
Purchasing Division

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR THE FLOWER BED MAINTENANCE – HOLLYWOOD/MONKHOUSE, ELVIS PRESLEY BLVD., AND KENNEDY/BROADWAY BID RFQ #22-509 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** on March 15, 2022, one (1) bid was received as a result of solicitation for Flower Bed Maintenance – Hollywood/Monkhouse, Elvis Presley Blvd., Kennedy/Broadway (RFQ-22-509); and

**WHEREAS,** the bid of $32,040.00 was over the project budget of $17,821.76; and

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

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

**WHEREAS,** La. R.S. 39:1605, authorizes the City to reject any and all bids that are "*in the best interest of the city*;" and

**WHEREAS,** "*the best interest of the city"* under these facts and circumstances is authorized in La. R.S. 39:1605, whereby all bids were over the project budget; and

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

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

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

**SECTION 2**. The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for RFQ #22-509.

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

**TITLE**
A Resolution authorizing the City of Shreveport, Louisiana, Purchasing Agent to reject all bids received for the Replace Roof on Lucas Administration Building Bid RFQ #22-516 and to otherwise provide with respect thereto.

**DATE**
April 1. 2022

**ORIGINATING DEPARTMENT**
Purchasing Division

**CITY COUNCIL DISTRICT**

**SPONSOR**

**PURPOSE**
To authorize the Purchasing Agent, or her designee, to reject all bids received for RFQ 22-516.

**BACKGROUND INFORMATION**
On March 31, 2022, three (3) bids were received for the Replace Roof on Lucas Administration Building RFQ #22-516. The designer's estimate was $45,600.00. An error was detected in the bid document after the bid opening

The Purchasing Agent may reject any and all bids and readvertise for bids with the approval of the City Council pursuant to Shreveport City Charter Sec. 10.07. In addition, La. R.S. 38:2214 B, authorizes the City to reject any and all bids for "*in the best interests of the city*."

"*Best Interest"* under these facts and circumstances is authorized in La. R.S. 38:2214 B, whereby there was an error detected in the bid document.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

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

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

**FACT SHEET PREPARED BY:** Angela McNicoll, Senior Buyer
Purchasing Division

**RESOLUTION NO. _____ OF 2022**

**A RESOLUTION AUTHORIZING THE CITY OF SHREVEPORT, LOUISIANA, PURCHASING AGENT TO REJECT ALL BIDS RECEIVED FOR THE REPLACE ROOF ON LUCAS ADMINISTRATION BUILDING BID RFQ #22-516 AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** on March 31, 2022, three (3) bids were received as a result of solicitation for Replace Roof on Lucas Administration Building (RFQ-22-516); and

**WHEREAS,** errors were detected in the bid document after the bid opening; and

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

**WHEREAS,** pursuant to Shreveport City Code Sec. 26-268 the City has adopted, by reference, portions of the Louisiana Public Bid Law (La. R.S. 38:2184 through 38:2316) for public works; and

**WHEREAS,** La. R.S. 38:2214 B, authorizes the City to reject any and all bids for "*just cause*;" and

**WHEREAS,** "*just cause"* under these facts and circumstances is authorized in La. R.S. 38:2214 B(2), whereby the bid document contained an error; and

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

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

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

**SECTION 2**. The Purchasing Agent, or his/her designee, is hereby authorized to reject all bid(s) received for RFQ #22-516.

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **A Resolution adopting the System Survey and Compliance Questionnaire required by the Legislative Auditor's Office of the State of Louisiana and to provide with respect thereto.** | 4/7/22 | Finance/Administration |
| | | **SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

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

## BACKGROUND INFORMATION

As an integral part of the annual audit, the City Council must adopt the System Survey and Compliance Questionnaire. This is a requirement set forth by the Legislative Auditor for the State of Louisiana.

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

NA

| FINANCES | SOURCE OF FUNDS |
|---|---|
| NA | NA |

## CONCLUSION

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**RESOLUTION NO. ____ OF 2022**

**A RESOLUTION ADOPTING THE SYSTEM SURVEY AND COMPLIANCE QUESTIONNAIRE REQUIRED BY THE LEGISLATIVE AUDITOR'S OFFICE OF THE STATE OF LOUISIANA AND TO PROVIDE WITH RESPECT THERETO.**

BY:

WHEREAS, the City of Shreveport received a questionnaire from the State Legislative Auditor which is to be completed as a required part of the audit for which we have engaged certified public accountants, Carr, Riggs & Ingram, LLC; and

WHEREAS, upon completion of the questionnaire it must be presented to and adopted by the governing body of the City of Shreveport by means of a formal resolution at an open meeting; and

WHEREAS, the completed questionnaire must then be given to the auditor engaged by the municipality who will, during the course of his regular audit, test the accuracy of the answers to the questionnaire and submit to the municipality and the Legislative Auditor a report containing his opinion as to the validity of the answers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport in due, legal and regular session convened, that the attached Systems Survey and Compliance Questionnaire for the City of Shreveport be and the same is hereby adopted.

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

**Attachment 1 to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 1 of 3)

**Members of the City Council are as follows:**

James Green, District F, Council Chair
4101 Evers Drive
Shreveport, LA 71109
Phone: (318) 636-1563

Jerry Bowman, Jr., District G, Council Vice-Chair
928 W. Aragon Drive
Shreveport, LA 71129
Phone: (318) 779-0280

James Flurry, District E (Note 1)
9433 Brookside Circle
Shreveport, LA 71118
Phone: (318) 687-7380

Tabatha Taylor, District A
5714 Wood Ridge Drive
Shreveport, LA 71119
Phone: (318) 751-0847

Levette Fuller, District B
519 Kirby Place
Shreveport, LA 71104
Phone: (318) 347-0898

John Nickelson, District C
4642 Fairfield Avenue
Shreveport, LA 71106
Phone: (318) 393-9752

Grayson Boucher, District D
11052 Augusta Walk
Shreveport, LA 71106
Phone: (318) 564-1917

Alan Jackson, Jr., District E (Note 1)
9914 Greentree Lane
Shreveport, LA 71118
Phone: (318) 230-5735

**Attachment 1 to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 2 of 3)

**Other Elected/Appointed Officials:**

Adrian Perkins, Mayor
9605 Stratmore Circle
Shreveport, LA 71115
Phone: (318) 294-5710

Kasey Brown, Interim Chief Financial Officer
3523 Mackey Lane
Shreveport, LA 71118
(318) 243-7445

Ronald F. Lattier, City Attorney
137 Col A P Kouns
Shreveport, LA 71115
(318) 458-3956

**Attachment t to the Louisiana Compliance Questionnaire**

**Part I — Question 3 — Agency Profile** (Page 3 of 3)

Note 1: Councilman James Flurry resigned from the Council effective November 10, 2021. ~~As required by law, the Council has established a special election to fill the vacant seat on the Council for November 3, 2020.~~ At a special meeting of the Council, held on December 6, 2021, the Council determined they were unable to come to a decision to fill the vacant seat. In accordance with La.R.S.18.602(D), and the consensus of the Council, the Governor would have to appoint someone to fill the vacant seat. Govern John Bel Edwards appointed Alan Jackson as the District E representative for the Shreveport City Council. Effective December 28, 2021, Alan Jackson was sworn in as City Councilman for District E.

**LOUISIANA COMPLIANCE QUESTIONNAIRE**
**(For Audit Engagements of Governments)**

Dear Chief Executive Officer:

Attached is the Louisiana Compliance Questionnaire that is to be completed by you or your staff. This questionnaire is a required part of a financial audit of Louisiana state and local government agencies. The completed and signed questionnaire must be presented to and adopted by the governing body, if any, of your organization by means of a formal resolution in an open meeting. Independently elected officials should sign the document, in lieu of such a resolution.

The completed and signed questionnaire and a copy of the adoption instrument, if appropriate, **must be given to the auditor at the beginning of the audit.** The auditor will, during the course of his/her regular audit, test the accuracy of the responses in the questionnaire. It is not necessary to return the questionnaire to the Legislative Auditor's office.

Certain portions of the questionnaire may not be applicable to your organization. In such cases, it is appropriate to mark the representation "not applicable." However, you must respond to each applicable representation. A 'yes' answer indicates that you have complied with the applicable law or regulation. A 'no' answer to any representation indicates a possible violation of law or regulation and, as such, should be fully explained. These matters will be reviewed by the auditor during the course of his/her audit. Please feel free to attach a further explanation of any representation.

Your cooperation in this matter will be greatly appreciated.

Sincerely,

Michael J Waguespack, CPA
Louisiana Legislative Auditor

Enclosure

**LOUISIANA COMPLIANCE QUESTIONNAIRE**
**(For Audit Engagements of Government Agencies)**

_____ (Date Transmitted)

__Carr, Riggs, Ingram, LLP_____(CPA Firm Name)

__1000 E. Preston Ave., Suite 200 _____(CPA Firm Address)

___Shreveport, LA 71105_____(City, State Zip)

In connection with your audit of our financial statements as of ___December 31, 2021_____ and for _year ending December 31, 2021___ (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of ___December 31, 2021_____(date completed/date of the representations).

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

**City of Shreveport**

**505 Travis Street, suite 670**
**Shreveport, LA 71101**

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

**Population as of April 1, 2020 is 187,593 from Census.gov**

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

**(See attached)**

4. Period of time covered by this questionnaire.

**January 1, 2021 through December 31, 2021**

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

**Louisiana Constitution Article VI, Section5; and Charter of the City of Shreveport, 1978**

6. Briefly describe the public services provided.

**Public safety, Fire protection and prevention, Emergency Medical Services, Public transportation, Parks and recreational activities (programs for adults and youth), Street and Waste collection, Recycling, planning and zoning and Community assistance programs.**

7. Expiration date of current elected/appointed officials' terms.

**December 2022**

## LEGAL COMPLIANCE

### PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
   A) All public works purchases exceeding $250,000 have been publicly bid.
   B) All material and supply purchases exceeding $30,000 have been publicly bid.

Yes [ **X** ] No [ ] N/A [ ]

### PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [ **X** ] No [ ] N/A [ ]

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [ **X** ] No [ ] N/A [ ]

### PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).
2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
4. To the extent that proposed expenditures were greater than $500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S.

39:1309).
7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
8. To the extent that proposed expenditures were greater than $500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).
9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of $500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes [ **X** ] No [ ] N/A [ ]

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes [ ] No [ ] N/A [ ]

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes [ ] No [ ] N/A [ ]

## PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes [ **X** ] No [ ] N/A [ ]

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes [ **X** ] No [ ] N/A [ ]

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable. Yes [ **X** ] No [ ] N/A [ ]

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes [ **X** ] No [ ] N/A [ ]

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes [ **X** ] No [ ] N/A [ ]

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes [ **X** ] No [ ] N/A [ ]

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes [ **X** ] No [ ] N/A [ ]

19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.

Yes [ **X** ] No [ ] N/A [ ]

**PART VI. MEETINGS**

20. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes [ **X** ] No [ ] N/A [ ]

**PART VII. ASSET MANAGEMENT LAWS**

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes [ **X** ] No [ ] N/A [ ]

**PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes [ **X** ] No [ ] N/A [ ]

**PART IX. DEBT RESTRICTION LAWS**

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes [ **X** ] No [ ] N/A [ ]

24. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes [ **X** ] No [ ] N/A [ ]

25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes [ **X** ] No [ ] N/A [ ]

**PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes [ **X** ] No [ ] N/A [ ]

27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes [ **X** ] No [ ] N/A [ ]

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes [ **X** ] No [ ] N/A [ ]

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

29. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes [ **X** ] No [ ] N/A [ ]

**PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

Parish Governments

30. We have adopted a system of road administration that provides as follows:

A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
B. Development of a capital improvement program on a selective basis, R.S. 48:755.
C. Centralized purchasing of equipment and supplies, R.S. 48:755.
D. Centralized accounting, R.S. 48:755.
E. A construction program based on engineering plans and inspections, R.S. 48:755.
F. Selective maintenance program, R.S. 48:755.
G. Annual certification of compliance to the auditor, R.S. 48:758.

Yes [ ] No [ ] N/A [ ]

School Boards

31. We have complied with the general statutory, constitutional, and regulatory provisions of the Louisiana Department of Education, R.S. 17:51-400.

Yes [ ] No [ ] N/A [ ]

32. We have complied with the regulatory circulars issued by the Louisiana Department of Education that govern the Minimum Foundation Program.

Yes [ ] No [ ] N/A [ ]

33. We have, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules and recognize that your agreed-upon procedures will be applied to such schedules and performance measurement data:

Parish school boards are required to report, as part of their annual financial statements, measures of performance. These performance indicators are found in the supplemental schedules:

- Schedule 1, General Fund Instructional and Support Expenditures and Certain Local Revenue Sources
- Schedule 2, Class Size Characteristics

We have also, to the best of our knowledge, accurately compiled the performance measurement data contained in the following schedules, and recognize that although the schedules will not be included in the agreed-upon procedures report, the content of the schedules will be tested and reported upon by school board auditors in the school board performance measures agreed-upon procedures report:

- Education Levels of Public School Staff
- Experience of Public Principals, Assistant Principals, and Full-time Classroom Teachers
- Public School Staff Data: Average Salaries

We understand that the content of the first two schedules will be tested and reported upon together.

Yes [ ] No [ ] N/A [ ]

Tax Collectors

34. We have complied with the general statutory requirements of R.S. 47.

Yes [ ] No [ ] N/A [ ]

Sheriffs

35. We have complied with the state supplemental pay regulations of R.S. 40:1667.7.

Yes [ ] No [ ] N/A [ ]

36. We have complied with R.S. 13:5535 relating to the feeding and keeping of prisoners.

Yes [ ] No [ ] N/A [ ]

District Attorneys

37. We have complied with the regulations of the DCFS that relate to the Title IV-D Program.

Yes [ ] No [ ] N/A [ ]

Assessors

38. We have complied with the regulatory requirements found in R.S. Title 47.

Yes [ ] No [ ] N/A [ ]

39. We have complied with the regulations of the Louisiana Tax Commission relating to the reassessment of property.

Yes [ ] No [ ] N/A [ ]

Clerks of Court

40. We have complied with R.S. 13:751-917 and applicable sections of R.S. 11:1501-1562.

Yes [ ] No [ ] N/A [ ]

Libraries

41. We have complied with the regulations of the Louisiana State Library.

Yes [ ] No [ ] N/A [ ]

Municipalities

42. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes [ **X** ] No [ ] N/A [ ]

43. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes [ **X** ] No [ ] N/A [ ]

44. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes [ **X** ] No [ ] N/A [ ]

Airports

45. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes [ ] No [ ] N/A [ ]

46. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes [ ] No [ ] N/A [ ]

47. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes [ ] No [ ] N/A [ ]

48. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes [ ] No [ ] N/A [ ]

Ports

49. We have submitted our applications for funding port construction or development to the Department of Transportation and Development as required by R.S. 34:3452.

Yes [ ] No [ ] N/A [ ]

50. We have adopted a system of administration that provides for approval by the department for any expenditures of funds made out of state and local matching funds, and no funds have been expended without department approval (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

51. All project funds have been expended on the project and for no other purpose (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

52. We have established a system of administration that provides for the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, and the selective maintenance and construction of port facilities based upon engineering plans and inspections (R.S. 34:3460).

Yes [ ] No [ ] N/A [ ]

53. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 34:3461).

Yes [ ] No [ ] N/A [ ]

Sewerage Districts

54. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes [ ] No [ ] N/A [ ]

Waterworks Districts

55. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes [ ] No [ ] N/A [ ]

Utility Districts

56. We have complied with the statutory requirements of R.S. 33:4161-4546.21.

Yes [ ] No [ ] N/A [ ]

Drainage and Irrigation Districts

57. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38:2101-2123 (Irrigation Districts), as appropriate.

Yes [ ] No [ ] N/A [ ]

Fire Protection Districts

58. We have complied with the statutory requirements of R.S. 40:1491-1509.

Yes [ ] No [ ] N/A [ ]

Other Special Districts

59. We have complied with those specific statutory requirements of state law applicable to our district.

Yes [ ] No [ ] N/A [ ]

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

_____Secretary_____Date

_____Treasurer_____Date

_____President_____Date

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/21/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilwoman Fuller |

## PURPOSE

To receive funds from the Streets Special Revenue Fund into to Capital Projects Fund to increase funding for "City of Shreveport Preservation and Improvements (C21001) by $1,006,000 for improvements to Tulane Avenue from Linwood to the dead end. Companion to SSRF. **Please note: the increase is only to the Streets Special Revenue funding source.**

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

## TIMETABLE

Introduction: **April 12, 2002**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $1,006,000 | 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: Councilwoman Fuller

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:

Increase the appropriation for City of Shreveport Preservation and Improvements (C21001) by $1,006,000 to $7,661,332. Funding sources $7,158,575 from Streets Special Revenue, $157,175 1999 GOB Prop 4, $25,000 from 2001 A GOB, $8,940 from 2001 GOB Prop 3, $39,883 from 2003 GOB Prop 3, $56,135 from 2011 GOB Prop 3, and $215,624 from 2014 GOB Prop 3.

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:

_____
City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/21/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilwoman Fuller |

## PURPOSE

To move funds from the Streets Special Revenue Fund to Capital Projects to increase funding for "**City of Shreveport Preservation and Improvements**" **(C21001)** by $1,006,000 for improvements of Tulane Avenue from Linwood to the dead end. Companion to Capital Projects.

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

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $1,006,000 | 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: Councilwoman Fuller

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 $1,006,000

Increase Transfer to Capital Projects by $1,006,000

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:

_____
City Attorney's Office

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

**TITLE**
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.

**DATE**
March 28, 2022

**ORIGINATING DEPARTMENT**
Department of Public Works, Engineering Division

**CITY COUNCIL DISTRICT**
All

**SPONSOR**

**PURPOSE**
This project is for concrete panel replacement on Pines Road generally from Financial Plaza/Westport Avenue to West 70th Street. This project was previously designated and funded in 2018. The project is nearly ready to go out for bid. However, since 2018 the road condition has degraded, and prices have increased. The funding remaining in the existing budget is not sufficient. $230,000 are needed to proceed to construction with this project.

**BACKGROUND INFORMATION**
Ordinance 170 of 2021 adopted the 2022 Streets Special Revenue Fund Budget.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**
NA

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
Decrease Operating Reserves by $230,000.
Establish increase transfer to capital by $230,000.00 (Project C18001)

**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 $230,000.00

Establish increase transfer to capital (C18001) by $230,000.00

**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

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

**TITLE**
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.

**DATE**
March 28, 2022

**ORIGINATING DEPARTMENT**
Public Works

**COUNCIL DISTRICT**
All

**SPONSOR**
Public Works, Engineering Division

**PURPOSE**
To modify funds in project C18001, Concrete Panel Replacement.

**BACKGROUND INFORMATION**

This project is for concrete panel replacement on Pines Road generally from Financial Plaza/Westport Avenue to West 70th Street. This project was previously designated and funded in 2018. The project is nearly ready to go out for bid. However, since 2018 the road condition has degraded, and prices have increased. The funding remaining in the existing budget is not sufficient. $230,000 are needed to proceed to construction with this project.

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENT(S)**

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
Budget Amendment:

| | |
|---|---|
| $230,000 | INCREASE to Project C18001(Concrete Panel Replacement) |

**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**
The Department of Engineering and Environmental Services recommends adoption of this 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 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):**

Increase Project C18001, Concrete Panel Replacement by $230,000.

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:**

_____

City Attorney's Office

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 11.3180 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST ON THE OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this Ordinance is to levy and authorize the collection of the ad valorem tax millage on all property subject to ad valorem taxation in the City of Shreveport, Louisiana, for the year 2022, to pay required principal and interest on the outstanding general obligation bonds.

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

## BACKGROUND INFORMATION

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo Parish and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter to collect the taxes.

This levy will provide for debt service payments on all outstanding general obligation bonds.

The millages for 2022 are as follows:

| PURPOSE OF GENERAL OBLIGATION BONDS | PROPOSITIONS | ELECTION DATE | MILLAGES |
|---|---|---|---|
| Water & Sewer | 2011 Prop 1 | 04-02-2011 | 4.671 |
| Parks, Rec, Police, Fire, Finance | 2011 Prop 2 | 04-02-2011 | 1.915 |
| Streets & Drainage | 2011 Prop 3 | 04-02-2011 | 2.232 |
| Series 2022 (Public Safety) | 2021 Prop 1 | 11-13-2021 | 2.500 |
| | | | TOTAL **11.3180** |

## TIMETABLE

Introduction: **April 12, 2022**

Final Passage: **April 26, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42:14(D).

| FINANCES | SOURCE OF FUNDS |
| --- | --- |
| $17,358,275 | Ad valorem taxes |

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 11.3180 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST ON THE OUTSTANDING GENERAL OBLIGATION BONDS OF THE CITY OF SHREVEPORT, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY: COUNCILMEMBER**

**WHEREAS,** in 2022 the millage levied is increased due to the passing of GOB 2021 (Prop 1), which will increase debt service payments to $17,358,275 for 2022, therefore increasing millage from 8.8180 to 11.3180 for the first tranche of bonds being sold; and

**WHEREAS,** only **11.3180 mills** will be collected in 2022 because the fund has sufficient reserves to cover the difference; and

**WHEREAS,** the levy of these ad valorem taxes shall provide for the debt service payments on all outstanding general obligation bonds; and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** pursuant to City Charter Section 10.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

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

An ad valorem tax of **11.3180 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana for the year 2022, for the *purpose* of paying the principal and interest on the following outstanding general obligation bonds of the City of Shreveport, and creating a reasonable reserve for the payment of such principal and interest as the same respectively become due and payable:

| PURPOSE OF GENERAL OBLIGATION BOND | PROPOSITION | ELECTION DATE | MILLAGES |
|---|---|---|---|
| Water & Sewer | 2011 Prop 1 | 04-02-2011 | 4.671 |
| Parks, Rec, Police, Fire, Finance | 2011 Prop 2 | 04-02-2011 | 1.915 |
| Streets & Drainage | 2011 Prop 3 | 04-02-2011 | 2.232 |
| Series 2022 (Public Safety) | 2021 Prop 1 | 11-13-2021 | 2.500 |
| | | | **TOTAL 11.3180** |

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF VARIOUS TAXES TOTALING 17.770 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this ordinance is to levy and authorize the collection of various ad valorem tax millage on all property subject to ad valorem taxation in the City of Shreveport, Louisiana for the year 2022.

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

## BACKGROUND INFORMATION

On April 28, 2018 a Special Election was held and all six propositions for the special ad valorem taxes were authorized by the voters for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022).

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes. The General Alimony tax is authorized by La. Const. art. 6, sec. 27(A) and/or La. Const. art. 6, sec. 32.

The 2022 ad valorem millages are as follows:

| No. | DESCRIPTION OF AD VALOREM TAXES<br>• Denotes taxes authorized by Special Election | 2022 NON-REA$SES5NIENT YEAR MILLAGE RATE | |
|---|---|---|---|
| **1** | * Street Improvement Tax | 1.130 | mills |
| 2 | * Recreational Facilities Tax | 0.840 | mills |
| 3 | *Salary and Wage Schedule Tax | 1.130 | mills |
| 4 | * Police & Fire Personnel, Uniforms and Equipment Tax | 1.130 | mills |
| 5 | *Tax for Pensions, Employee Life Insurance and Hospitalization Plan for City Employees | 1.700 | mills |
| 6 | * Three-Platoon-System Tax | 1.480 | mills |
| 7 | General Alimony Tax | 10.360 | mills |
| | **Total Mills** | **17.770** | **mills** |

## TIMETABLE

| | |
|---|---|
| Introduction: | **April 12, 2022** |
| Final Passage: | **April 26, 2022** |

## SPECIAL PROCEDURAL REQUIREMENTS

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42:14(D)

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $28,253,627.43 | Various Ad Valorem taxes |

## CONCLUSION

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF VARIOUS TAXES TOTALING 17.770 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE CITY OF SHREVEPORT, LOUISIANA, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** pursuant to **Resolution No. 189 of 2017** as amended by **Resolution No. 15 of 2018,** adopted by the City Council of the City of Shreveport, Louisiana, (the "City") acting as the governing authority of the City on February 13, 2018, and pursuant to La. R.S. 18:1285, ordered and called a Special Election to be held on Saturday, April 28, 2018, for the purpose of submitting to the qualified voters of the City a total of six propositions; and

**WHEREAS,** the first five propositions proposed to authorize the *continuation, levy* and ***collection*** of Special Ad Valorem taxes therein and the sixth proposition proposed to authorize the City to continue to levy and collect a ***new*** Special Ad Valorem tax for the continuation and maintenance of a Police Three Platoon System originally authorized by Article 14, Section 12, of the Louisiana Constitution of 1921; and

**WHEREAS,** on April 28, 2018, all six propositions for the special ad valorem taxes were authorized by the voters for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022); and

**WHEREAS,** on Tuesday, May 8, 2018 the City Council did then and there in open and public session proceed to *examine and canvass the returns and declare the results of the special election* in **Resolution No. 62 of 2018;** and

**WHEREAS,** a total of six (6) propositions were submitted to all registered voters of the City on April 28, 2018 and the first five (5) propositions were all approved to *continue, levy* and ***collect*** special ad valorem taxes on all the property subject to ad valorem taxation within the City of Shreveport, Louisiana, for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the taxes expire on December 31, 2022); and

**WHEREAS,** the City of Shreveport's first five (5) propositions are classified as continuations. A **"continuation"** may be authorized and occurs *after* the existing tax expires (versus a renewal occurs *before* the existing tax expires). Regardless of the classification as a continuation (or renewal) there will be no interruption in the levy and collection of said taxes; and

**WHEREAS,** Proposition No. 6 was submitted to all registered voters of the City on April 28, 2018 and was approved as a *new* special ad valorem tax to be *levied* and *collected* on all the property subject to ad valorem taxation within the City of Shreveport, Louisiana, for a period of five (5) years, beginning with the year 2018 and ending with the year 2022 (i.e. the tax will expire on December 31, 2022); and

**WHEREAS,** although Proposition No. 6 was classified on the ballot as a "new tax" the City of Shreveport has levied and collected a Police Three Platoon System special ad valorem tax since at least 1937 for an approximate total of 81 years *(see* Ordinance No. 53 of 1937); and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** this ordinance levies the 2022 ad valorem property taxes and authorizes the collection of said taxes, as authorized by and pursuant to the Special Election held on April 28, 2018, in accordance with La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32; and

**WHEREAS,** this ordinance also levies a **general alimony tax** as authorized in accordance with La. Const. art. 6, sec. 27(A) and/or La. Const. art. 6, sec. 32; and

**WHEREAS,** pursuant to City Charter Section 10.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

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

I. **STREET IMPROVEMENT TAX.** An ad valorem tax of **1.130 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* improving, repairing and maintaining the streets of the City of Shreveport, title to which shall be in the public, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32.

2. **RECREATIONAL FACILITIES TAX.** An ad valorem tax of **0.840 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* operating and supplying recreational facilities and appurtenances and maintaining the same, title to which shall be in the public, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B) and/or La. Const. art. 6, sec. 32.

3. **SALARY AND WAGE SCHEDULE TAX.** An ad valorem tax of **1.130 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* continuing the salary and wage schedule of City employees, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(8).

4. **POLICE AND FIRE PERSONNEL, UNIFORMS AND EQUIPMENT TAX.** An ad valorem tax of **1.130 mills per dollar mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* police and fire personnel and allowance for uniforms and equipment for said departments, in accordance with the results of the special election held April 28, 2018 a11d pursuant to La. Const. art. 6, sec. 27(B).

5. **TAX FOR PENSIONS, EMPLOYEE LIFE INSURANCE AND HOSPITALIZATION PLAN FOR CITY EMPLOYEES.** An ad valorem tax of **1.70 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year *2022; for the purpose of* providing funds for the City's portion of pensions, employee life insurance and hospitalization plan for City employees, in accordance with the results of the special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B).

6. **THREE PLATOON SYSTEM TAX.** An ad valorem tax of **1.480 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022*; for the purpose of* providing revenues sufficient to enable the City of Shreveport to provide a three-platoon system in the Police Department, in accordance with the results of a special election held April 28, 2018 and pursuant to La. Const. art. 6, sec. 27(B).

7. **GENERAL ALIMONY TAX.** An ad valorem tax of **10.360 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the City of Shreveport, Louisiana, for the year 2022; *for the purpose of* general operating expenses of the General Fund, in accordance with and pursuant to La. Const. art. 6, sec. 27(A).

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 9.040 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE BOUNDS OF THE DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF SHREVEPORT, LOUISIANA, AS DEFINED BY LA. R.S. 33:2740.38, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 4/7/22 | Finance/Administration<br>**SPONSOR OR COUNCIL MEMBER** |

## PURPOSE

The purpose of this Ordinance (for the DDA) is to *levy* and *authorize the collection* of the **ad valorem tax millage** on all property subject to ad valorem taxation within the bounds of the downtown development district, of the City of Shreveport, Louisiana, pursuant to La. R.S. 33:2740.38, for the year 2022.

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

## BACKGROUND INFORMATION

Pursuant to La. R.S. 33:2740.38 B.(l)(a), a special taxing district was created by Act No. 573 of the 1975 Regular Session and any amendment thereto within the City of Shreveport was and shall continue to be recognized as a Downtown Development District and is composed of that area of the City of Shreveport described therein. The said special taxing district is known as and shall continue to be hereby designated as the Shreveport Downtown Development District.

A Special Election was held on November 5, 2002, for the special ad valorem tax for the Shreveport Downtown Development District. The proposition for the special ad valorem tax for the Shreveport Downtown Development District was authorized by the voters and extended to twenty-five (25) years (in lieu of five (5) years), beginning with the year 2002 and ending with the year 2027 (i.e. the taxes expire on December 31, 2027).

Ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes.

The 2022 ad valorem millage for the Shreveport Downtown Development District is as follows:

**9.040 MILLS PER DOLLAR**

## TIMETABLE

| | |
|---|---|
| Introduction: | **April 12, 2022** |
| Final Passage: | **April 26, 2022** |

**SPECIAL PROCEDURAL REQUIREMENTS**

The vote requirement is a simple majority vote of a quorum present after allowing a public comment period before taking the vote as required by La. R.S. 42: l 4(D).

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| $718,000 | Ad valorem tax |

**CONCLUSION**

**FACT SHEET PREPARED BY:** Kasey Brown, Interim CFO

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE LEVYING AND AUTHORIZING THE COLLECTION OF A TAX OF 9.040 MILLS PER DOLLAR ON ALL PROPERTY SUBJECT TO AD VALOREM TAXATION WITHIN THE BOUNDS OF THE DOWNTOWN DEVELOPMENT DISTRICT, OF THE CITY OF SHREVEPORT, LOUISIANA, AS DEFINED BY LA. R.S. 33:2740.38, FOR THE YEAR 2022, IN THE AMOUNTS AND FOR THE PURPOSES DESCRIBED HEREIN, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS,** a Special Election was held on November 5, 2002, for the special ad valorem tax for the Shreveport Downtown Development District; and

**WHEREAS,** on Tuesday, November 12, 2002 the City Council did then and there in open and public session proceed to *examine and canvass the returns and declare the results of the special election* in **Resolution No. 179 of 2002;** and

**WHEREAS,** the proposition for the special ad valorem tax for the Shreveport Downtown Development District was authorized by the voters and extended to twenty-five (25) years (in lieu of five (5) years), beginning with the year 2002 and ending with the year 2027 (i.e. the taxes expire on December 31, 2027); and

**WHEREAS,** ad valorem taxes must be levied each year by the City Council in order for the Tax Assessors of Caddo and Bossier Parish to assess taxable property and for the Chief Financial Officer, who is designated as the Ex Officio Tax Collector under Section 10.02(k) of the City Charter, to collect the taxes; and

**WHEREAS,** 2022 is not a reassessment year; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38, the State legislature found and declared that it was necessary for the public health, safety, and welfare of the City of Shreveport, Louisiana that the property value deterioration, in the principal area or areas of the City of Shreveport zoned for business and known generally as the central business district be halted, since the said central business district is the center of commercial, civic, and cultural activities of the metropolitan area; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 B.(l)(a), a special taxing district was created by Act No. 573 of the 1975 Regular Session and any amendment thereto within the City of Shreveport was and shall continue to be recognized as a Downtown Development District and is composed of that area of the City of Shreveport described therein; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 B.(2), the said special taxing district is known as and shall continue to be hereby designated as the Shreveport Downtown Development District; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 C.(1), the Shreveport Downtown Development District, hereinafter referred to sometimes as the "district," shall be governed by the Shreveport Downtown Development Authority, hereinafter referred to sometimes as the "authority," originally established by Ordinance No. 47 of 1975 of the City Council of the City of Shreveport; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(1), in order to provide funds for the implementation of the proposals and programs of the Shreveport Downtown Development District, the Shreveport Downtown Development Authority shall submit to the City Council, with its proposals and programs, recommendations and proposals for the levy of **special ad valorem taxes** not to exceed at any given time an **aggregate of ten (10) mills** on the dollar of assessed valuation on all property situated within the district; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(1), the *proceeds* of any such **ad valorem tax** shall be used solely and exclusively *for the purposes and benefit of* the district, and said proceeds may be expended or made available by the authority for administration costs, operational expenses, acquiring property by purchase, donation, exchange, or otherwise but not by expropriation, the preservation, revitalization, or beautification of public and private property within the district, project expenses or the retirement of bonds or other evidence of indebtedness. However, the *proceeds* of any such **ad valorem tax** shall not be used for any motel or lodging industry which would compete with any such existing private enterprise in the district; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(3), the City Council shall review and consider any plans submitted within thirty (30) days following the submission to it by the authority, and shall **adopt or reject such plan by majority vote** of its members. If the City Council **adopts such a plan,** it shall become final and conclusive and the **ad valorem tax** shall be levied as provided herein; and

**WHEREAS,** pursuant to La. R.S. 33:2740.38 F.(4), each plan submitted or resubmitted shall set forth the projects recommended, the estimated cost thereof, recommendations for funding, and such other information as required by this section or by the authority or by the City Council; and

**WHEREAS,** the City Council adopted the 2022 Downtown Development Authority Program of Work on December, 14 2021 in **Resolution No. 147 of 2021;** and

**WHEREAS,** pursuant to City Charter Section I 0.02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities; and

**WHEREAS,** this ordinance levies the 2022 ad valorem property taxes and authorizes the collection of said taxes for the Shreveport Downtown Development Authority, as authorized by and pursuant to the Special Election held on November 5, 2002, in accordance with La. Const. art. 6, sec. 27(B); and

**WHEREAS,** pursuant to City Charter Section H).02 (K) the Chief Financial Officer shall have charge of the financial affairs of the City and, to that end, he shall, with the approval of the Chief Administrative Officer, collect all taxes and licenses the collection of which is not assigned by law or ordinances to some other officer or agency. In the collection of taxes, the Chief Financial Officer shall be the ex officio tax collector of the City of Shreveport and shall have all the powers and duties conferred by law on tax collectors of cities.

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

**TAX FOR SHREVEPORT DOWNTOWN DEVELOPMENT AUTHORITY.**

An ad valorem tax of **9.040 mills per dollar** of assessed valuation be and the same is hereby levied on all property subject to ad valorem taxation within the bounds of the Shreveport Downtown Development District, of the City of Shreveport, Louisiana, as provided in La. R.S. 33:2740.38, for the year 2022; *to be expended by* the Shreveport Downtown Development Authority *for the purpose of* providing funds for administration, operational expenses, capital improvements, project expenses or the retirement of bonds or other evidences of indebtedness, all in accordance with the results of a special election held November 5, 2002, whereby the authorization for taxation was extended to twenty-five (25) years in lieu of five (5) years, beginning with the year 2002 and ending with the year 2027.

**BE IT FURTHER ORDAINED** that this ordinance shall be full authority to the Tax Assessor of the Parish of Caddo, Louisiana and the Tax Assessor of the Parish of Bossier, Louisiana, to extend the taxes herein levied on the assessment rolls of the City of Shreveport, Louisiana for the year 2022.

**BE IT FURTHER ORDAINED** the tax collector of the City of Shreveport, Louisiana shall collect and remit the same to said taxing authority in accordance with law.

**BE IT FURTHER ORDAINED** the Chief Financial Officer, Ex Officio Tax Collector of the City of Shreveport, is hereby empowered, authorized, and directed to cause said taxes, as herein above set forth, to be spread upon the tax roll of the City of Shreveport, Louisiana for the year 2022, to collect said ad valorem taxes for and on behalf of said City, according to law, and to place the same to the credit of the funds described herein above as authorized by law.

**BE IT FURTHER ORDAINED** the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

**BE IT FURTHER ORDAINED** that the Clerk of Council shall provide a certified copy of this ordinance to the Tax Assessor of Caddo Parish and the Tax Assessor of Bossier Parish immediately after its final passage and adoption by the City Council and approval by the Mayor.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

# FACT SHEET

**TITLE**
**AN ORDINANCE TO AMEND CHAPTER 46 (MEDICAL SERVICES) SECTION 102 – APPLICATION PROCEDURE (5) VEHICLE COMPLIANCE OF THE SHREVEPORT, LOUISIANA CODE OF ORDINANCES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**DATE**
April 5, 2022

**ORIGINATING DEPARTMENT**
Shreveport Fire Department

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
This Ordinance will replace the current minimum required vehicle wheel base noted in Chapter 46 of the Shreveport City Ordinance with an up-to-date (re)write with respect to Medical Transportation Services and the Van-Type vehicles used.

**BACKGROUND INFORMATION**

**TIMETABLE**
Introduction: April 12, 2022
Final Passage: April 26, 2022

**ATTACHMENTS**

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

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

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

**FACT SHEET PREPARED BY:**

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO AMEND CHAPTER 46 (MEDICAL SERVICES) SECTION 102 – APPLICATION PROCEDURE (5) VEHICLE COMPLIANCE OF THE SHREVEPORT, LOUISIANA CODE OF ORDINANCES, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance is approved and sanctioned by the members of the Shreveport City Council.

**WHEREAS**, Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance provides direction, oversight and authority over all matters pertain to Emergency and Non-Emergency Ambulances and Medical Transportation Services operating within the Shreveport City Limits.

**WHEREAS**, Section 102 of Chapter 46 (Medical Services) of the Shreveport City Code of Ordinance provides stipulations and authority over all matters pertaining to Class B Non-Emergency Medical Transportation Vehicles operating within the Shreveport City Limits.

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 46 (Medical Services) Section 102 subsection (5) of the Shreveport City Code of Ordinance be amended to read as follows:

**Sec. 46-102-Application Procedure**

**********

(5)If nonemergency ambulance used hereunder shall be a van-type vehicle of standard size with running board. It shall have a minimum of two exits from the compartment where the patient is carried. Any such vehicle used for transportation of wheelchair patients shall be equipped with a wheelchair lift. The vehicle shall not be a passenger automobile other than a van-type vehicle as set forth above. (6) Payment of a nonrefundable application fee of $50.00 shall accompany all application submittals.

**********

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE TO CREATE AND ESTABLISH THE INTERSECTION OF FERN LOOP AND FERN CIRCLE AS A STOP INTERSECTION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.** | 3/2/22 | Department of Public Works<br>Traffic Engineering Div.<br>**SPONSOR OR COUNCIL MEMBER**<br>Traffic Engineering Div. |

## PURPOSE

To create and establish a stop intersection of Fern Loop and Fern Circle under the authority of Section 13.05 (c) of the Charter of the City of Shreveport, 1978.

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

## BACKGROUND INFORMATION

This ordinance was prepared to install traffic control at this uncontrolled intersection of Fern Loop and Fern Circle. Traffic Engineering Division conducted a safety study and recommends the installation of a stop sign.

## TIMETABLE

Introduction: **Mar 08, 2022**

Final Passage: **Mar 22, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

"None"

| FINANCES | SOURCE OF FUNDS |
|---|---|
| Cost of this ordinance for installation of signs: 40.00 | Traffic Engineering Division sign budget for cost of stop sign, pole, and installation. |

## CONCLUSION

Traffic Engineering Division recommends passage of this ordinance.

**FACT SHEET PREPARED BY:** Benny Ray Johnson
Traffic Engineer II

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO CREATE AND ESTABLISH THE INTERSECTION OF FERN LOOP AND FERN CIRCLE AS A STOP INTERSECTION, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:**

**BE IT ORDAINED** by the City Council of the City of Shreveport in legal and regular session convened to create and establish the intersection of Fern Loop and Fern Circle as a stop intersection. Fern Circle shall stop at Fern Loop.

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

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

**APPROVED AS TO LEGAL FORM :**

_____

**CITY ATTORNEY'S OFFICE**

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/17/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilman Green |

## PURPOSE

To receive funds from the Streets Special Revenue Fund into the General Fund - Public Works (Streets & Drainage) for Improvements to Kennedy Drive. This is a companion ordinance to Streets Special Revenue Fund.

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

## TIMETABLE

Introduction: **March 22, 2022**

Final Passage: **April 12, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $65,000 | 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 GENERAL FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO**

BY: Councilman James Green

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 General 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. 154 of 2021, the 2022 budget for the General Fund, is hereby amended as follows:

In Section 1 (Estimated Receipts)

Increase Transfer from Streets Special Revenue Fund by $65,000

In Section 2 (Appropriations):

Public Works (Streets and Drainage)

Increase Improvements and Equipment by $65,000

Adjust totals and subtotals accordingly.

BE IT FURTHER ORDAINED that the remainder of Ordinance No. 154 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:

_____
City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CAPITAL PROJECTS FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/17/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilman Green |

## PURPOSE

To receive funds from the Streets Special Revenue Fund into to Capital Projects Fund to establish a project entitled Evers Drive Improvements. This is a companion ordinance to Streets Special Revenue Fund.

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

## TIMETABLE

Introduction: **March 22, 2022**

Final Passage: **April 12, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $75,000 | 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 James Green

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 a project entitled **Evers Drive Improvements (C22007).** Funding source $75,000 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:

_____
City Attorney's Office

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE STREETS SPECIAL REVENUE FUND AND OTHERWISE PROVIDING WITH RESPECT THERETO.** | 3/17/22 | City Council/Legislative<br>**SPONSOR OR COUNCIL MEMBER**<br>Councilman Green |

## PURPOSE

To move funds from the Streets Special Revenue Fund to Capital Projects to establish a project entitled Evers Drive Improvements; and to move funds to (GF) Public Works Streets and Drainage Operating Budget for Improvements to Kennedy Drive. This is a companion ordinance to Capital Projects and General Fund.

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

## TIMETABLE

Introduction: **March 22, 2022**

Final Passage: **April 12, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None.

| FINANCES | SOURCE OF FUNDS |
|---|---|
| $140,000 | 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 James Green

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 $126,000

Increase Transfer to Capital Projects by $75,000

Increase Transfer to General Fund by $65,000

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:

_____
City Attorney's Office

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

**TITLE**
**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.**

**DATE**
March 3, 2022

**ORIGINATING DEPARTMENT**
Shreveport Public Assembly & Recreation – SPAR

**COUNCIL DISTRICT**
DISTRICT B

**SPONSOR**

**PURPOSE**
The ordinance will modify funds in Program B project B20001, Valencia Spray Park from State Capital Outlay Funds.

**BACKGROUND INFORMATION**
After the 2016 Valencia Park Community Center renovation, the citizens desired a spray ground in their park. Senator Burrow Peacock worked with the State to secure funding for the spray park. The City of Shreveport entered into a Cooperative Endeavor Agreement to accept this funding. The Valencia Spray Park project was established in 2020, with $145,500 in capital outlay funds. The City will receive an additional $71,625 from State Capital Outlay funds.

**TIMETABLE**
Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENT(S)**
Exhibit A

**SPECIAL PROCEDURAL REQUIREMENTS**
None

**FINANCES**
Budget Amendment:
$71,625 INCREASE to Project B20001 (Valencia Spray Park)

**SOURCE OF FUNDS**
State Capital Outlay Funds

**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:** Shelly Ragle, SPAR Director

**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 B (Recreation Improvements):**

Increase Project B20001 (Valencia Spray Park) by $71,625. Funding source is from the State Capital Outlay funds.

Adjust totals and subtotals accordingly.

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

**FUNDING SUMMARY**

**THE STATE OF LOUISIANA and**
**City of Shreveport**
**Valencia Park Spray Park, Planning and Construction**
**(Caddo)**
**FP&C Project No. 50-MR1-19-01**

**REVISION NO.** 1 **Date:** February 22, 2022

| ACT # | YEAR | DESCRIPTION | STATE CASH | STATE NON-CASH LINE OF CREDIT | OTHER | TOTAL FUNDING |
|---|---|---|---|---|---|---|
| 485 | 2021 | G.O. Bonds | $75,000 | | | $75,000 |
| 20 | 2019 | General Fund (Non Recurring) | $150,000 | | | $150,000 |
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| **TOTAL** | | | **$225,000** | | **$25,000** | **$250,000** |
| | | **FPC ADMIN.** | **$7,875** | | | |

Federal Tax Identification for Entity: **72-6001326**

Notes:

1. Planning costs shall not exceed 10% of Construction costs. Miscellaneous costs shall not exceed 5% of Construction costs.
2. Capital Outlay Cash includes General Funds, NRP Bonds, Cash Line of Credit and/or Bonds sold.
3. Total in "Other" column equals required 25% match as reflected in Article XIX. NOTE: State appropriations "payable from general fund (direct) non-recurring revenues" shall be exempt from the 25% match requirement, HB2 – Act 20-2019 Section 8.AD.
4. The estimated cost of construction is $250,000.00 per the 2021-22 Capital Outlay Request.

# State Capital Outlay Allocation Breakdown

2019 Allocation = $150,000

2019 Administrative Fee = $4,500

2019 Total City Allocation = $145,500

2021 Allocation = $75,000

2021 Administrative Fee = $3,375 ($7,875 - $4,500)

2021 Total City Allocation = $71,625

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENTS FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO** | 3/22/2022 | AIRPORTS<br>**SPONSOR OR COUNCIL MEMBER**<br>SAME |

## 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 project at the Shreveport Downtown Airport:
I. Provide additional funding for a project entitled **Downtown Action Plan Update (H20007)**. This project was established by Ordinance No. 140 of 2019 allocating $125,000 from the Louisiana Department of Transportation and Development (LADOTD). This ordinance amends the funding source of the project by decreasing $80,000.00 from LADOTD and increasing the appropriation to FAA by an additional $360,000.00. The increase in funding from FAA is due to added requirements to the project. The total project amount is $500,000.00. Changes in the Airport Capital Improvements Plan have resulted in the Federal Aviation Administration (FAA) providing 90% and the LADOTD providing 10% of the funding for this project.

## TIMETABLE

Introduction: **March 22, 2022**

Final Passage: **April 12, 2022**

## SPECIAL PROCEDURAL REQUIREMENTS

None

| FINANCES | SOURCE OF FUNDS |
|---|---|
| DTN Action Plan Update (H20007) $500,000.00 | FEDERAL AVIATION ADMINISTRATION AND LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT |

## CONCLUSION

The Shreveport Airport Authority recommends approval of this ordinance.

**FACT SHEET PREPARED BY:** Nelda Garza, Confidential Secretary

**ORDINANCE NO. 43 OF 2022**

**AN ORDINANCE AMENDING THE 2022 AIRPORT CAPITAL IMPROVEMENT PROJECTS 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):**

Decrease the appropriation for **DTN Action Plan Upate (H20007) State Grant** by $80,000.

Increase the appropriation for **DTN Action Plan Upate (H20007) FAA Grant** by $405,000.00

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:**

_____

**City Attorney's Office**

# FACT SHEET

**TITLE**
An ordinance to amend Chapter 38, Article II, Division 4, Section 31 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the abatement of inoperable vehicle violations and to otherwise provide with respect thereto

**DATE**
March 14, 2022

**ORIGINATING DEPARTMENT**
Department of Property Standards

**COUNCIL DISTRICT**
City-wide

**SPONSOR**

**PURPOSE**
To amend Chapter 38, Art II, Div. 4, Section 31 of the City of Shreveport, Louisiana Code of Ordinances.

**BACKGROUND INFORMATION**
Section 38-31(c) of the City of Shreveport Code of Ordinances provides that "Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten (10) days following receipt of the notice, or will be required to appear in environmental court for violation of this section."

Subsection (d) provides "In the event the owner of such inoperable vehicle cannot be found, and the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed…"

Currently, Section 38-31 provides that upon the expiration of the ten (10) day written notice period, if an inoperable vehicle violation has not been abated by the person served the violation, said violation proceeds directly to the City's Environmental Court for adjudication. As part of the Department of Property Standard's efforts to reduce the Department's case load coming before the Environmental Court and to transition the Court into a more quasi-appellate role for the Department and City, this revised ordinance will permit property owners and or those in possession of inoperable vehicles to appeal written notices of violations for inoperable vehicles violations, pursuant to Section 38-105, to the Environmental Court. If those owners or possessors do not abate their property within the required ten day (10) period pursuant to Section 38-31(c) or do not appeal their written notice of violation to the Environmental Court pursuant to Section 38-105, the Department of Property Standards will then have the authority to have such vehicle removed from wherever real property the vehicle is then located.

This is a companion ordinance amendment to additional Property Standards legislation related to Environmental Court on today's agenda

**TIMETABLE**
Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENTS**

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

| **FINANCES** | **SOURCE OF FUNDS** |
| --- | --- |
| NA | NA |

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** David Kaplovitz
Assistant City Attorney

**ORDINANCE NO. 44 OF 2022**

**AN ORDINANCE TO AMEND CHAPTER 38, ARTICLE II, DIVISION 4, SECTION 31 OF THE CITY OF SHREVEPORT, LOUISIANA CODE OF ORDINANCES RELATIVE TO PROCEDURE FOR THE ABATEMENT OF INOPERABLE VEHICLE VIOLATIONS AND OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER**

**WHEREAS**, City of Shreveport Code of Ordinances, Chapter 38, Article II, Division IV, Section 31(c) provides that "Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten (10) days following receipt of the notice, or will be required to appear in environmental court for violation of this section."; and

**WHEREAS,** City of Shreveport Code of Ordinances, Chapter 38, Article II, Division IV, Section 31(d), provides that "In the event the owner of such inoperable vehicle cannot be found, and the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed. All costs incurred shall be assessed against the property upon which the vehicle is located."; and

**WHEREAS,** City of Shreveport Code of Ordinances, Chapter 38, Article V, Division 1, Section 105 provides that "With the exception of emergency demolitions as outlined any person aggrieved by any notice of violation from the director, or any person aggrieved by any order or ORDINANCE NO. OF 2022 4 decision of the director, shall have the right to appeal the notice or decision to the environmental court by filing a written request for appeal within ten days (10 days) of receipt of such or der, notice or decision."; and

**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

**WHEREAS**, currently, Section 38-31 of the Code of Ordinances provides that upon the expiration of the ten (10) day written notice period, if an inoperable vehicle violation has not been abated by the person served the violation, said violation proceeds directly to the City's Environmental Court for adjudication; and

**WHEREAS,** as part of the Department of Property Standard's efforts to reduce the Department's case load coming before the Environmental Court and to transition the Court into a more quasi-appellate role for the Department and City, this revised ordinance will permit property owners and or those in possession of inoperable vehicles to appeal written notices of violations for inoperable vehicle violations, pursuant to Section 38-105 of the Code of Ordinances, to the Environmental Court; and

**WHEREAS,** if real property owners or those in possession of inoperable vehicles do not abate their property within the required ten day (10) period pursuant to this section or do not appeal their notice of violation to the Environmental Court pursuant to Section 38-105 of the Code of Ordinances, the Department of Property Standards would then have the authority to have such vehicle removed from wherever real property the vehicle is located.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, acting in due, legal, and regular session convened, that Chapter 38, Article II, Division 4 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

**Sec. 38-31. - Inoperable vehicles**

**…**

(c) Whenever a complaint is made to the department of property standards, or the department of property standards becomes aware of a violation of this section, the department of property standards shall cause to be served upon the person in possession of the vehicle or the owner of the real property upon which such inoperable vehicle is located, a written notice which shall inform such person of the violation and direct that he comply with the provisions of this section within ten days following receipt of the notice. Such person shall have the right to appeal the written notice to the Environmental Court pursuant to Section 38-105 of this Chapter.

(d) In the event the inoperable vehicle violation is not abated pursuant to the above subsection, a timely appeal is not filed pursuant to Section 38-105 of this Chapter, the owner of such inoperable vehicle cannot be found, or the owner of the real property upon which such vehicle is located is a nonresident of the parish, the division of code enforcement shall have the authority to enter upon such property and cause the vehicle to be removed. All costs incurred shall be assessed against the property upon which the vehicle is located.

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

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

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

**APPROVED AS TO LEGAL FORM:**

**City Attorney's Office**

# FACT SHEET

| **TITLE** | **DATE** | **ORIGINATING DEPARTMENT** |
|---|---|---|
| An ordinance to amend Section 38.5-6 of the City of Shreveport, Louisiana, Code of Ordinances relative to the procedure for the issuance of summons to the Environmental Court and to otherwise provide with respect thereto | March 14, 2022 | Department of Property Standards<br>**COUNCIL DISTRICT**<br>City-wide<br>**SPONSOR** |

**PURPOSE**

To amend Section 38.5-6 of the City of Shreveport, Louisiana Code of Ordinances.

**BACKGROUND INFORMATION**

Section 38.5-6(a) of the City of Shreveport Code of Ordinances currently provides that: "Whenever the city department having enforcement responsibility determines that a Code violation exists, a summons to appear shall be provided to the owner and/or the mortgage holder and/or the occupant of the property upon which the nuisance exists or upon the person causing or maintaining the nuisance."

The Department of Property Standards requests an amendment to this ordinance related to the procedures for the issuance of summons to the City's Environmental Court. This in an effort to reduce the case load of the Department coming before the Court and to transition the Environmental Court into a quasi-appellate administrative body. This revised ordinance will allow the Department to proceed with the abatement of property standards violations, after due notice of violation has been given to property owners pursuant to Section 38-84(2), and when no appeals to the Court have been timely filed pursuant to Section 38-105, without having to forward these violations to the Environmental Court first for adjudication. Property standards violations will now only appear before the Environmental Court if property owners with pending property standards violations appeal those violations within the time limit established by Section 38-105 (10 days of receipt of notice of violation), reducing abatement time.

| **TIMETABLE** | **ATTACHMENTS** |
|---|---|
| Introduction: March 22, 2022<br>Final Passage: April 12, 2022 | |

**SPECIAL PROCEDURAL REQUIREMENTS**

NA

| **FINANCES** | **SOURCE OF FUNDS** |
|---|---|
| NA | NA |

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** David Kaplovitz
Assistant City Attorney

**ORDINANCE NO. 45 OF 2022**

**AN ORDINANCE TO AMEND SECTION 38.5-6 OF THE CITY OF SHREVEPORT, LOUISIANA CODE OF ORDINANCES RELATIVE TO THE PROCEDURE FOR THE ISSUANCE OF SUMMONS TO THE ENVIRONMENTAL COURT AND OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER**

**WHEREAS,** the City of Shreveport Code of Ordinances, Chapter 38, Article V, Division 1, Section 105 provides that "With the exception of emergency demolitions as outlined any person aggrieved by any notice of violation from the director, or any person aggrieved by any order or decision of the director, shall have the right to appeal the notice or decision to the environmental court by filing a written request for appeal within *ten days (10 days)* of receipt of such or der, notice or decision."; and

**WHEREAS,** on October 22, 2019, this Council passed Ordinance 139 of 2019 establishing, in accordance with L.A. R.S. 13:2575, establishing an administrative adjudication procedure ("Environmental Court") for those charged with owning blighted or abandoned property or for other property standards violations; and

**WHEREAS,** Chapter 38.5 of the City of Shreveport Code of Ordinances, entitled "Procedures for Abatement" provides the procedure and requirements for the abatement of property standards violations by the City's Environmental Court, as overseen by the Department of Property Standards; and

**WHEREAS,** the City of Shreveport Code of Ordinances Chapter 38.5-6(a), provides that "Whenever the city department having enforcement responsibility determines that a Code violation exists, a summons to appear shall be provided to the owner and/or mortgage holder and/or the occupant of the property upon which the nuisance exists or upon the person causing or maintaining the nuisance."; and

**WHEREAS**, the Department of Property Standards requests an amendment to this ordinance relating to the procedures for the issuance of summons to the City's Environmental Court in an effort to reduce the case load of the Department coming before the Court and to transition the Environmental Court into a quasi-appellate administrative body; and

**WHEREAS,** this revised ordinance will allow the Department to proceed with the abatement of property standards violations, after due notice of violation has been given to property owners pursuant to Section 38-84(2), and when no appeals to the Court have been timely filed pursuant to Section 38-105, without having to forward these violations to the Environmental Court first for adjudication; and

**WHEREAS,** property standards violations will now only appear before the Environmental Court if property owners with pending property standards violations appeal those violations within the time limit established by Section 38-105 (10 days of receipt of notice of violation), reducing abatement time.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, acting in due, legal, and regular session convened, that Chapter 38.5-6 of the City of Shreveport, Louisiana Code of Ordinances is hereby amended to read as follows:

**Sec. 38.5-6 Procedure for hearing**
(a) Upon the filing of a timely appeal of a notice of violation, order or decision of the director pursuant to Section 38-105, a summons to appear before the Environmental Court shall be provided to the owner and/or the mortgage holder and/or the occupant of the property upon which such nuisance exists or upon the person causing or maintaining the nuisance.
**…**

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____
**City Attorney's Office**


NO OUTLET
Kingston Rd
9800

# FACT SHEET

**TITLE**
An ordinance to amend Section 90-124 of Chapter 90 of the City of Shreveport Code of Ordinances relative to certain types of trucks being prohibited on certain streets, and to otherwise provide with respect thereto.

**DATE**
March 14, 2022

**ORIGINATING DEPARTMENT**
Shreveport Police Department

**COUNCIL DISTRICT**
E

**SPONSOR**
Councilman Dr. Alan Jackson, Jr.

**PURPOSE**
To amend Section 90-124 of the Code of Ordinances.

**BACKGROUND INFORMATION**
One of the streets referenced in Section 90-124 is incorrect. The provision states that no trucks can operate, drive, or pull on "Williamson Way 8700 Block of Kingston Road extending west to City Limits." However, Williamson Way does not intersect Kingston Road in the 8700 Block; it intersects Kingston Road at the 9800 Block. Thus, the section needs to be amended to reflect the intersection accurately.

**TIMETABLE**
Introduction: March 22, 2022
Final Passage: April 12, 2022

**ATTACHMENTS**
Exhibit "A" attached

**SPECIAL PROCEDURAL REQUIREMENTS**
NA

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

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

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

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

**ORDINANCE NO. _____ OF 2022**

**AN ORDINANCE TO AMEND SECTION 90-124 OF CHAPTER 90 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO CERTAIN TYPES OF TRUCKS BEING PROHIBITED ON CERTAIN STREETS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER: DR. ALAN JACKSON, JR.**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that Chapter 90, Article IV, Division 2 of the City of Shreveport, Louisiana Code of ordinances is hereby amended to read as follows:

DIVISION 2. – RULES OF THE ROAD

**Sec. 90-124. – Specified "No through truck routes."**

The following streets are specified "No through truck routes" subject to the provisions of section 90-123:

***

Williamson Way 9800 Block of Kingston Road extending West to City Limits

***

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

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

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

**APPROVED AS TO LEGAL FORM:**

_____

City Attorney's Office

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

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

**DATE**
12/21/2021

**ORIGINATING DEPARTMENT**
City Council

**COUNCIL DISTRICT**

**SPONSOR**
COUNCILMAN JAMES GREEN

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

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

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

**TIMETABLE**
Introduction: December 28, 2021

Final Passage: December 28, 2021

**ATTACHMENT(S)**
Exhibit A
Exhibit B

**SPECIAL PROCEDURAL REQUIREMENTS**

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

**RECOMMENDATION**
Approval of this ordinance is recommended.

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

**RESOLUTION NO. ____ OF 2021**

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

**BY COUNCILMEMBER: JAMES GREEN**

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

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

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

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

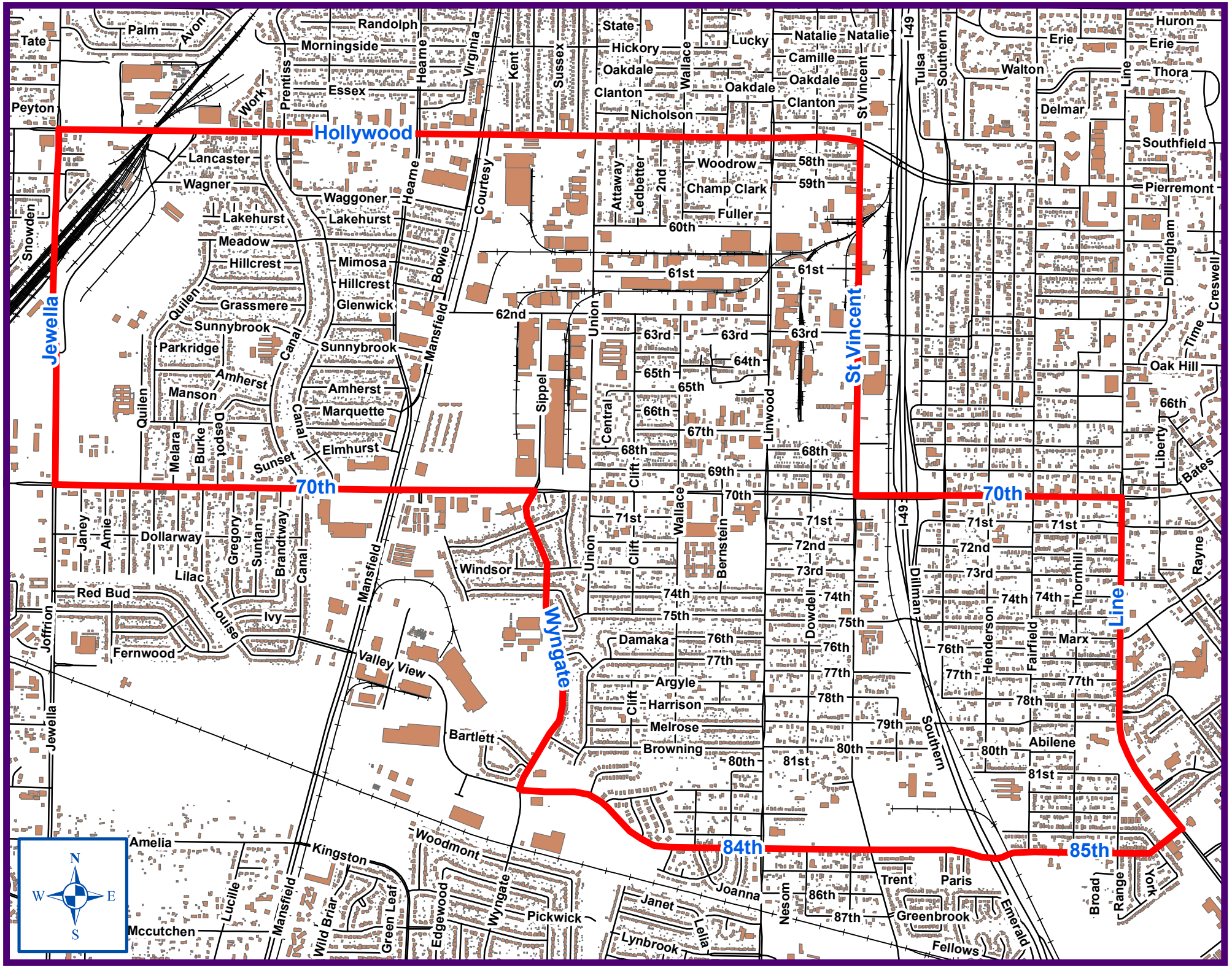
**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this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

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

APPROVED AS TO LEGAL FORM:

_____

City Attorney's Office


Hollywood
Jewella
St Vincent
70th
Wyngate
Line
84th
85th
Tate
Palm
Avon
Peyton
Work
Randolph
Morningside
Essex
Prentiss
Heame
Virginia
Kent
Sussex
State
Hickory
Oakdale
Clanton
Nicholson
Lucky
Natalie
Camille
Wallace
St Vincent
I-49
Tulsa
Southern
Erie
Walton
Huron
Thora
Delmar
Southfield
Pierremont
Dillingham
Creswell
Time
Oak Hill
Liberty
Bates
Rayne
Thornhill
Marx
Abilene
Lancaster
Wagner
Snowden
Waggoner
Lakehurst
Meadow
Hillcrest
Mimosa
Glenwick
Courtesy
Attaway
Ledbetter
2nd
Woodrow
Champ Clark
Fuller
58th
59th
60th
61st
62nd
63rd
64th
65th
66th
67th
68th
69th
70th
71st
72nd
73rd
74th
75th
76th
77th
78th
79th
80th
81st
86th
87th
Bowie
Mansfield
Union
Sippel
Central
Clift
Linwood
Bernstein
Dowdell
Grassmere
Sunnybrook
Parkridge
Amherst
Marquette
Elmhurst
Quilen
Canal
Manson
Melara
Burke
Despot
Sunset
Janey
Amie
Dollarway
Gregory
Suntan
Brandtway
Lilac
Red Bud
Louise
Ivy
Fernwood
Joffrion
Windsor
Damaka
Valley View
Argyle
Harrison
Melrose
Browning
Bartlett
Amelia
Kingston
Woodmont
Joanna
Janet
Lynbrook
Pickwick
Mccutchen
Lucille
Wild Briar
Green Leaf
Edgewood
Nesom
Trent
Paris
Greenbrook
Emerald
Fellows
Broad
Range
York
Henderson
Fairfield
N
W
E
S

**North:**
Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

**East:**
Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

**South:**
Starts at Line Avene and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

**West:**
Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **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.** | 05/06/2021 | The Office of the City Attorney<br>**SPONSOR OR COUNCILMEMBER**<br>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 | SOURCE OF FUNDS |
|---|---|
| N/A | 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 his 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

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

| TITLE | DATE | ORIGINATING DEPT./DIV. |
|---|---|---|
| **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** | 06/3/2021 | **SPONSOR OR COUNCILMEMBER**<br>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 | SOURCE OF FUNDS |
|---|---|
| N/A | 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)

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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OFFICE OF THE CITY ATTORNEY

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

**TITLE**
An Ordinance amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto.

**DATE**

**ORIGINATING DEPARTMENT**
Shreveport Police Department

**COUNCIL DISTRICT**
City-wide

**SPONSORS**

**PURPOSE**
This ordinance amends Section 10-69 to the Code of Ordinances to update the ABO card processing fees; and to provide for the fees related to the respective classes of ABO employee cards.

**BACKGROUND INFORMATION**
The Shreveport Police Department ABO office proposes that upon the adoption of legislation that establishes two (2) classes of ABO employee handling cards the processing fees for the respective classes of cards is amended in relation thereto. This ordinance proposes that the current processing fees are increased from $24.00 to $40.00; and the replacement fee reduced from $24.00 to $20.00.

**TIMETABLE**
Introduction: October 12, 2021
Final Passage: October 26, 2021

**ATTACHMENTS**
2

**SPECIAL PROCEDURAL REQUIREMENTS**
N/A

**FINANCES**
NA

**SOURCE OF FUNDS**
NA

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

**RECOMMENDATION**
Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:** Corporal Carlos Glass-Bradley, Police

**ORDINANCE NO. _____ OF 2021**

**AN ORDINANCE AMENDING SECTION 10-69 OF CHAPTER 10, ARTICLE IV, DIVISION 2 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES WITH RESPECT TO THE FEE AND TERM FOR ALCOHOLIC BEVERAGE HANDLING EMPLOYEE CARDS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that a new Section 10-69 be hereby added to Chapter10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

S**ec. 10-69. - Fee and term.**

(a)Alcoholic beverage handling employee cards shall expire two years from the date of issuance.

(b)A processing fee of $40.00 will be charged for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card denied.

(c)In addition to the fee provided in subsection (b) of this section and, except as otherwise provided in subsection (e) of this section, a processing fee of $26.00 will be charged for a criminal history check for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.

(d)A fee of $20.00 will be charged for replacement of an alcoholic beverage handling employee card that is valid and in effect at the time of re-issuance. The expiration date for the replacement card shall be the same as the date on the original alcoholic beverage handling employee card. A

processing fee for a criminal history check shall not be charged for replacement of an alcoholic beverage handling employee card that is valid at the time of re-issuance.

(e)In the event that multiple cards are applied for at the same time (i.e., alcoholic beverage handling employee card and sexually oriented business employee card), only one processing fee for a criminal history check will be charged.

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office