



NOTICE OF PUBLIC MEETING  
Notice Posted: 9/23/2022 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 September 26, 2022, at 3:00 p.m. and its Regular Meeting, Tuesday, September 27, 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**  
**September 26, 2022**  
AND  
**CITY COUNCIL MEETING AGENDAS**  
**September 27, 2022**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **ROLL CALL**
4. **APPROVAL OF MINUTES: ADMINISTRATIVE CONFERENCE/CITY COUNCIL/SPECIAL MEETING**  
[September 12, 2022](#) [September 12,2022-sm](#) [September 13, 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) (PUBLIC COMMENTS ON ANY MATTER OF PUBLIC CONCERN REGARDLESS OF WHETHER THE ITEM IS ON THE AGENDA)
- C. CONFIRMATION AND APPOINTMENTS

**Shreveport Municipal Fire and Police Civil Service Board - Dr. Wilford Claville**

**III**

**8. CONSENT AGENDA LEGISLATION**

**A. TO INTRODUCE ROUTINE ORDINANCES AND RESOLUTIONS**

RESOLUTIONS: NONE

ORDINANCES: NONE

**B. TO ADOPT ORDINANCES AND RESOLUTIONS**

RESOLUTIONS: NONE

ORDINANCES: NONE

**9. REGULAR AGENDA LEGISLATION**

**A. RESOLUTIONS ON SECOND READING AND FINAL PASSAGE OR WHICH WILL REQUIRE ONLY ONE READING**

RES 110

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

Documents:

[city marshal resolution.pdf](#)

RES 124

Dedicating the 400 block of East 85th Street in honor of Pastor Johnny L. Horton, Sr., and otherwise providing with respect thereto. (F/Green)

Documents:

[pastor horton.pdf](#)

RES 125

Recognizing Minicine for allowing artists to showcase their talents in music and films and otherwise providing with respect thereto. (B/Fuller)

Documents:

[res.minicine.pdf](#)

**B. INTRODUCTION OF RESOLUTIONS (NOT TO BE ADOPTED PRIOR TO OCTOBER 11, 2022)**

RES 126

Approving a modification to an annual Payment in Lieu of Tax in accordance with a Memorandum of Understanding between the Shreveport Home Mortgage Authority and SPC Development LLC.

Documents:

[mou modification fact sheet and resolution 2.pdf](#)  
[form of shma galilee pilot mou amendment 1.pdf](#)

**C. INTRODUCTION OF ORDINANCES (NOT TO BE ADOPTED PRIOR TO OCTOBER 11, 2022)**

ORD 138

Amending the 2022 General Fund Budget and to otherwise provide with respect thereto.

Documents:

[general fund budget amendment 2022 reappropriations spd.pdf](#)  
[exhibit ord 138.pdf](#)

ORD 139

To amend Section 90-518(b) of the City of Shreveport Code of Ordinances relative to notices of civil violation and to otherwise providing with respect thereto.

Documents:

[90-518 legislation.pdf](#)

ORD 140

To amend Section 90-519(b) of the City of Shreveport Code of Ordinances relative to notices of hearings and to otherwise providing with respect thereto.

Documents:

[90-519 legislation.pdf](#)

ORD 141

**Zoning Case No. 22-122-C**: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located on the southeast corner of East Kings Highway and East 70th Street, from R-A, rural agriculture zoning district to C-4, heavy commercial zoning district, and to otherwise provide with respect thereto (D/Boucher)

Documents:

[22-122-c packet sept 7.pdf](#)

ORD 143

**Zoning Case No. 22-150-C**: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located southeast corner of Provenance Place Boulevard and Chestnut Park Lane, Shreveport, Caddo Parish, LA., r-2(pud) multi-family residential zoning district to r-2(pud) multi-family residential zoning district, and to otherwise provide with respect thereto (D/Boucher)

Documents:

[22-150-c city packet.pdf](#)

ORD 142

**Zoning Case No. 22-146-C**: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located north side of Pine Hill Road, approximately five hundred and seventy feet east of Devereaux Road, Shreveport, Caddo Parish, Louisiana, r-1-5 single-family residential zoning district to x r-3 multi-family residential zoning district, and to otherwise provide with respect thereto (A/Taylor)

Documents:

[22-146-c packet to city.pdf](#)

ORD 144

**Zoning Case No. 22-162-C**: An ordinance to amend the official zoning map of the City of Shreveport Unified Development Code, by rezoning property located east side of Lexington Avenue approximately one hundred and ten feet south of Pierremont Road, Shreveport, Caddo Parish, Louisiana, r-1-7 single-family residential zoning district to c-1 neighborhood commercial zoning district, and to otherwise provide with respect thereto (C/Nickelson)

Documents:

[22-162-c city packet.pdf](#)

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

ORD 108

To revise Chapter 78 Article V "*Standards for construction of parking lots*" of the City of Shreveport, Louisiana, Code of Ordinances, relative to construction of parking lots and to otherwise provide with respect thereto. [amendment no. 1](#)

Documents:

[shreveport.ch. 78 article v sec 78-236 fact sheet.pdf](#)

ORD 109

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

Documents:

[01 ord - fact sheet.pdf](#)

[02 ord - exhibit a\\_mpc memo.pdf](#)

[03 ord - exhibit b\\_mpc staff report 22-7-ctac.pdf](#)

ORD 130

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

Documents:

[wioa september 9th.pdf](#)

ORD 131

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

Documents:

[shreveport mit ockley cea executed.pdf](#)

[2022 new capital project ockley basin.pdf](#)

ORD 132

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

Documents:

[emergency ratification ordniance sludge farm.pdf](#)

ORD 133

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

Documents:

[emergency ratification to purchase chlorine.pdf](#)

ORD 134

Closing and abandoning a 20' wide alley dedication in the Samford Place addition,

in section 12 (t17n-r14w), and to otherwise provide with respect thereto (B/Fuller)

Documents:

[samford place addition alley - c and a fact sheet and ordinance.pdf](#)  
[samford place addition alley plat and attachments.pdf](#)

ORD 135

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

Documents:

[red fox circle name change - fact sheet and ordinance.pdf](#)  
[red fox circle petition and attachments.pdf](#)

ORD 136

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

Documents:

[01 ord - fact sheet\\_updated.pdf](#)  
[02 ord\\_exhibit a\\_mpc memo\\_updated.pdf](#)  
[03 ord\\_exhibit b globalusematrix\\_updated.pdf](#)  
[04 ord\\_staff report 22-4-ctac.pdf](#)

ORD 137

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

Documents:

[01 ord - fact sheet.pdf](#)  
[02 ord - exhibit a\\_mpc memo.pdf](#)  
[03 ord - mpc staff report\\_22-9-ctac.pdf](#)

## 10. TABLED LEGISLATION

### A. ORDINANCES/RESOLUTIONS:

RES 166

A resolution in support of and establishing a Tax Increment Financing (TIF) District, a proposed public improvement district, wholly within the city limits of the City of Shreveport, and otherwise providing with respect thereto. (F/Green) (Tabled on January 11, 2022)

Documents:

[tif district \(district f\).pdf](#)  
[exhibit a - cedargrovepublicimprovementdistrict.pdf](#)  
[exhibit b - district f tif.pdf](#)

ORD 149

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

Documents:

[abo 1.pdf](#)

## 11. APPEALS

- A. PROPERTY STANDARDS APPEALS: NONE
- B. ALCOHOLIC BEVERAGE ORDINANCE APPEALS: NONE
- C. METROPOLITAN PLANNING COMMISSION AND ZBA APPEALS: NONE
- D. OTHER APPEALS

SOB APPEALS: NONE

TAXI APPEALS: NONE

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

### 13. CLERK'S REPORT

The following letters of appointments were received from the Mayor's office on September 20, 2022 and September 23, 2022, and are subject for confirmation on October 11, 2022.

**Caddo Bossier Port Commission – Sam Gregorio and Rick Prescott**  
**Hearing Officer for Electronic Traffic Enforcement - Kristina Douglas**  
**Shreveport Historic Preservation Commission - Dr. Keena Franklin**

### 14. ADDITIONAL COMMUNICATIONS:

- A. Additional Communications from the Mayor**
- B. Additional Communications from Council Members**  
**Election of Clerk of Council**

### 15. EXECUTIVE SESSION: SEPTEMBER 26, 2022

1) **T. Scott Pernici, et al v. City of Shreveport**

**599,698**

**First Judicial District Court**

**54,471-CA**

**Court of Appeal, Second Circuit**

**2) Margaret Cooper Lewis vs. Shreveport Transit Management, Inc.  
Suit No: 625,491-A; 1st JDC; Caddo Parish, LA**

**3) Singh 2, LLC v. City of Shreveport; Docket No. 633,148-B**

**16. ADJOURNMENT**

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**James Green, Chairman**

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**LaTonya Bogan, Chief Deputy Clerk of Council**

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

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

**DATE**

August 23, 2022

**ORIGINATING DEPARTMENT****COUNCIL DISTRICT****SPONSOR****PURPOSE**

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

**BACKGROUND INFORMATION**

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

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

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

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

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

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

**TIMETABLE****ATTACHMENT(S)**

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

Attachment "A" - HB719 bill info  
Attachment "B" - HB719 original version  
Attachment "C" - HB719 amendment  
Attachment "D" - Act 230 of 2022  
Attachment "E" - La. R.S. 13:1883, version  
prior to enactment of Act 230 of 2022

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**SPECIAL PROCEDURAL REQUIREMENTS**

None

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**FINANCES**

\$24,000.00

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**SOURCE OF FUNDS**

Marshals Office Discretionary fund

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**ALTERNATIVES**

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

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**RECOMMENDATION**

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

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

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

**BY COUNCILMEMBER:**

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

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

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

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

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

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**RESOLUTION NO. 124 OF 2022**

**A RESOLUTION DEDICATING THE 400 BLOCK OF EAST 85<sup>TH</sup> STREET IN HONOR OF PASTOR JOHNNY L. HORTON, SR., AND OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY: COUNCILMAN JAMES GREEN**

**WHEREAS**, Pastor Johnny L. Horton, Sr, was born to the late I.T. Horton, Sr. and Catherine Johnson Horton on March 13, 1941, in Gayles, Louisiana; and

**WHEREAS**, in 1962, Pastor Horton married the former Eula Mae Thomas, to whom he was married for more than 43 years until God called her home in 2007. Seven kids were born to their union; and

**WHEREAS**, in 1981, Pastor Horton attended the United Theological Seminary and earned a Bachelor of Theology and in 1977 Flower Hill Baptist Church elected him as pastor where he served for over 40 years; and

**WHEREAS**, Pastor Horton, began to work in the construction industry and attended Ironworkers School to further enhance his talent and in 1981 he founded Horton Construction Co., Inc., as a rebar placement specialist partnership; and

**WHEREAS**, Pastor Horton was the general contractor for numerous highway, bridge and street construction projects throughout the Ark-La-Tex region, and in the mid 1980's Horton Construction Company, a minority firm, built the Ockley Drive Bridge in Shreveport; and

**WHEREAS**, Pastor Horton would hire individuals getting out of prison to work in the construction field, helped minority businesses start up their operation, participated in the Distributive Education Program and purchased uniforms, backpacks, supplies and contributed financing for children going to college. He loved and did all he could for the Greater Shreveport community.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened, that the Mayor on behalf of the City, is authorized to dedicate the 400 block of East 85<sup>th</sup> Street in honor of Pastor Johnny L. Horton, Sr.

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

**APPROVED AS TO LEGAL FORM:**

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**City Attorney's Office**

**RESOLUTION NO. 125 OF 2022**

**A RESOLUTION RECOGNIZING MINICINE FOR ALLOWING ARTISTS TO SHOWCASE THEIR TALENTS IN MUSIC AND FILMS AND THE CITY OF SHREVEPORT AND TO OTHERWISE PROVIDING WITH RESPECT THERETO**

**BY: COUNCILMAN LEVETTE FULLER**

**WHEREAS**, Minicine opened in 1995 as a place for independent filmmakers to show their work and where cinephiles come and see experimental films; and

**WHEREAS**, over the years, owner David Nelson began allowing artists to open galleries and musicians to play shows; and

**WHEREAS**, Minicine is an all-ages space that is unique, because Nelson does not make any money from the artists, musicians and filmmakers using the space; and

**WHEREAS**, Minicine allows musicians and film makers using the space to operate as a free and open space for anyone to showcase their work without the fear of going under from fees and lack of ticket sales; and

**WHEREAS**, Minicine allows the artists to keep 100% from all sales; the filmmakers host screenings at no charge and the musicians keep all donations from the audience; and

**WHEREAS**, Minicine became a place where local kids on skateboards could come and hang out while listening to local bands and check out local art; and

**WHEREAS**, Minicine gave “outcast” kids a safe place in Shreveport to be themselves with encouragement from Nelson; and

**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 recognizes Minicine for allowing artists to showcase their talents in music and films.

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

<b><u>TITLE</u></b> A RESOLUTION APPROVING A MODIFICATION TO AN ANNUAL PAYMENT IN LIEU OF TAX IN ACCORDANCE WITH A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHREVEPORT HOME MORTGAGE AUTHORITY AND SPC DEVELOPMENT LLC.	<b><u>DATE</u></b> 09/22/2022	<b><u>ORIGINATING DEPARTMENT</u></b> Department of Community Development <b><u>CITY COUNCIL DISTRICT</u></b>	<b><u>SPONSOR</u></b>
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**PURPOSE**

To approve the modification and extension of the Payment in Lieu of Tax (“PILOT”) relative to the redevelopment of the Galilee Senior Housing Development (“the Project) for the purpose of meeting the financial requirements of the redevelopment of the Project and to allow for the possible refinancing of the re-development after the Low Income Housing Tax Credit (LIHTC) Compliance Period.

**BACKGROUND INFORMATION**

The City of Shreveport previously adopted Resolution No. 128 on October 26, 2021, approving an annual PILOT for a period of 15 years relative to the redevelopment of the Galilee Senior Housing Development (“the Project). The Developer for the Project has requested the PILOT be extended an additional five (5) years (the “Modified PILOT”) to meet the financial requirements of the redevelopment and to allow for the possible refinancing of the Redevelopment after the LIHTC Compliance Period.

The Shreveport Home Mortgage Authority (“SHMA”) has approved an amendment to the Memorandum of Understanding between the Shreveport Home Mortgage Authority and SPC Development, LLC providing for the requested extension of the PILOT lease. The SHMA now requests approval from the Shreveport City Council of the extension of the Pilot on behalf of the City of Shreveport as beneficiary of the SHMA.

<b><u>TIMETABLE</u></b> Introduction: September 27, 2022 Final Passage: October 11, 2022	<b><u>ATTACHMENT(S)</u></b> Exhibit “A” MOU Amendment
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**SPECIAL PROCEDURAL REQUIREMENTS**

<b><u>FINANCES</u></b> N/A	<b><u>SOURCE OF FUNDS</u></b> N/A
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**ALTERNATIVES**

(1) Adopt the Resolution as submitted, 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 and Mike Busada, General Counsel  
for the SHMA

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

**A RESOLUTION APPROVING A MODIFICATION TO AN ANNUAL PAYMENT IN LIEU OF TAX IN ACCORDANCE WITH A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHREVEPORT HOME MORTGAGE AUTHORITY AND SPC DEVELOPMENT LLC.**

WHEREAS, the Shreveport Home Mortgage Authority (“**SHMA**”) is authorized to acquire and hold property for one or more of its public purposes as set forth in R.S. 9:2341(B) and upon acquisition by SHMA, such property is declared for purposes of R.S. 9:2347(M) to be public property used for essential and governmental purposes and such property is thereby exempt from all taxes of the municipality, the state, or any political subdivision thereof or any other taxing body; and

WHEREAS, SHMA has arranged to acquire, substantially rehabilitate, and equip a multifamily apartment housing facility consisting of total of 126 units and related personal property and equipment, located in Shreveport, Louisiana (the “**Galilee Senior Housing Development**” or the “**Project**” or the “**Redevelopment**”) and, pursuant to a Memorandum of Understanding (the “**MOU**”) with SPC Development LLC (the “**Developer**”), has further arranged for the Developer (i) to be responsible for applying in a timely manner to the Louisiana Housing Corporation (“**LHC**”) for the issuance by the LHC of tax-exempt bonds (“**Bonds**”) to qualify the Galilee Senior Housing Project for low-income housing credits (“**LIHTCs**”) requiring a compliance period expected to end December 31, 2037 (“**LIHTC Compliance Period**”), (ii) to guarantee to the LIHTC investors the LIHTCs during the Compliance Period, and (iii) to guarantee all financing and operating expenses that may be required by the credit enhancer or purchaser of the Bonds and by the LIHTC investors; and

WHEREAS, SHMA intends to lease the Project to Galilee Senior Housing LP (the “**Lessee**”), a limited partnership qualified to do business in the State of Louisiana, and, pursuant to La. R.S. 9:2347(M) and subject to approval of the City of Shreveport as the beneficiary of SHMA (the “**City**”), SHMA will require the Lessee to pay annually to parish or municipal taxing authorities, and to any other taxing body in the Parish of Caddo (the “**Parish**”), through the Sheriff of Caddo Parish (the “**Tax Collector**”), a sum in lieu of ad valorem taxes in an amount not to exceed the amount of taxes that would otherwise be due if the Project were not owned by the Authority (a “**PILOT**”), in accordance with the MOU, in order to compensate such authorities for services rendered by them to the Project, which sums the Tax Collector shall enforce payment of, in accordance with the statutory provisions of La. R.S. 39:1002, as statutory impositions; and

WHEREAS, as an independently existing public trust authorized and empowered under Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 9:2341 through 9:2347, inclusive) (the “**Act**”) and benefiting the City of Shreveport, SHMA may only require the PILOT if, by resolution, the Shreveport City Council, as the governing authority of the City and beneficiary of SHMA, approves the PILOT in accordance with La. R.S. 9:2347(M);

and

WHEREAS, the City previously adopted Resolution No. 128 on October 26, 2021, approving an annual PILOT for a period of 15 years; and

WHEREAS, the Developer has requested the PILOT be extended an additional five (5) years (the “*Modified PILOT*”) in order to meet the financial requirements of the Redevelopment and to allow for the possible refinancing of the Redevelopment after the LIHTC Compliance Period; and

WHEREAS, the SHMA has approved an amendment to the MOU (the “*MOU Amendment*”), which MOU Amendment is attached hereto as Exhibit A, providing for the requested extension of the PILOT lease and is requesting approval of the extension of the PILOT from the City, as beneficiary of the SHMA.

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

**Section 1.** The foregoing whereas clauses are hereby adopted as set forth in the preamble to this Resolution.

**Section 2.** This City does hereby approve the Modified PILOT to be paid by the Lessee for the Galilee Senior Housing Project in an amount not to exceed the amount of taxes that would otherwise be due if the Project were not owned by the Authority, in accordance with the Modified MOU as described in the foregoing whereas clauses.

**Section 3.** 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.

**Section 4.** 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.

**Section 5.** This Resolution shall immediately take effect upon adoption.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FORM OF**  
**AMENDMENT #1 TO THE MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SHREVEPORT HOME MORTGAGE AUTHORITY**  
**AND**  
**SPC DEVELOPMENT LLC**  
**(GALILEE SENIOR HOUSING)**

This Amendment 1 to the Memorandum of Understanding by and between the Shreveport Home Mortgage Authority (the “*Authority*”), a Louisiana public trust, and SPC Development LLC (the “*Developer*”), and dated for convenience October 29, 2021 (the “*Original MOU*”), is entered into by and between the Authority and the Developer and is dated for convenience \_\_\_\_\_, 2022

The Original MOU shall be amended to modify Section A(3) to read as follows:

3. The ownership structure contemplated herein is expected to generate a 100% *ad valorem* tax exemption on all current and future improvements and freeze any current *ad valorem* taxes as of January 1, 2021, due in part from the current improvements constituting the Project. In the Lease, the Company and the Authority will agree upon an annual payment in lieu of tax (a “*PILOT*”) to be paid by the Company to the Tax Collector (defined below). The first year of the PILOT is expected to commence in the tax year following the completion of rehabilitation of the Project. The Authority, as owner of the Project, shall work with the Caddo Parish Assessor to obtain confirmation of the availability of such exemption, as set forth in a tax exemption determination letter. The Company will agree to make an annual payment in lieu of tax directly to the Sheriff of Caddo Parish, as the tax collector for the Parish of Caddo (the “*Tax Collector*”) or to the Authority for remittance to the Tax Collector, who shall remit the PILOT to each of the *ad valorem* tax recipients in the Parish that would have received *ad valorem* taxes if the Project had been subject to *ad valorem* taxation. The percentage of each annual payment due to each of the *ad valorem* tax recipients shall be an amount equal to the percentage of the total *ad valorem* taxes that would have been applied to the Project with respect to each *ad valorem* tax recipient. The PILOT shall be in the amount of \$100 each year until December 31, 2042 or the termination of the Proposed Services Plan for tenants (the “*PILOT Termination Date*”); however, notwithstanding anything to the contrary, the tax exemption contemplated herein shall not exceed 25 years.

The following constitutes the only amendments to the Original MOU.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**Exhibit A**

EXECUTED on the dates hereafter indicated, but to be effective as of the date above shown.

**SHREVEPORT HOME MORTGAGE AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SPD Development LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

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<b><u>TITLE</u></b> <b>AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b>	<b><u>DATE</u></b> 9/13/2022	<b><u>ORIGINATING DEPARTMENT</u></b> Finance/Legal/Shreveport Police <b><u>COUNCIL DISTRICT</u></b> All <b><u>SPONSOR</u></b>
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**PURPOSE**  
To amend the 2022 General Fund Budget.

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**BACKGROUND INFORMATION**  
This ordinance will increase Transfer to Shreveport Police by \$300,000. These funds account for reimbursement to law enforcement officers accused of crimes committed while acting within or in furtherance of their scope and course of employment and are subsequently acquitted of the charges, pursuant to La. R.S. 42:1442.

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<b><u>TIMETABLE</u></b> Introduction: September 27, 2022 Final Passage: October 11, 2022	<b><u>ATTACHMENT(S)</u></b> Exhibit "A"- La. R.S. 42:1442
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**SPECIAL PROCEDURAL REQUIREMENTS**  
[N/A]

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<b><u>FINANCES</u></b> \$300,000	<b><u>SOURCE OF FUNDS</u></b> General Fund Operating Reserves
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**ALTERNATIVES**  
(1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

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

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

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

**AN ORDINANCE AMENDING THE 2022 GENERAL FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City Council finds it necessary to amend the 2022 General Fund Budget.

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

Ordinance Number 154 of 2021, the 2022 General Fund Budget, is hereby amended as follows:

In Section 2. (Appropriations):

General Government

Decrease Operating Reserves by \$300,000

Increase Transfer to Other Funds by \$300,000

Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 154 of 2021 as amended, shall remain unchanged and in full force and effect.

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**RS 42:1442**

§1442. Law enforcement officers accused of crimes committed while acting within or in furtherance of their scope and course of employment

A. When (1) a law enforcement officer, employed by the state or an agency thereof or by a political subdivision, as that term is defined in Article VI, Section 44 of the Constitution of Louisiana, has been subjected to an institution of prosecution for an alleged criminal act committed when the law enforcement officer is acting in good faith in the performance or in furtherance of the course and scope of his employment as defined by law and the policies and procedures of the law enforcement agency employing him, and (2) he is acquitted of the charge, the prosecution has been dismissed by the district attorney, or the periods of time have expired in which he could be brought to trial and convicted, the officer shall be reimbursed for reasonable attorney's fees incurred by him on account of the institution of prosecution. No reimbursement shall take place under the provisions of this Section until the suit is dismissed or finally adjudicated by a court of competent jurisdiction and the period for taking an appeal has expired. Reimbursement shall be from the governing authority by whom the officer was employed at the time of the alleged crime.

B. In a case of dismissal of prosecution, the officer may agree with the employer prior to the dismissal to waive any or all of his rights under this Section if the prosecution is dismissed. If an officer enters into a waiver agreement, it shall not be used as evidence of anything except as evidence of itself in a proceeding by the officer against his employer on matters affected by the waiver.

C. No law enforcement officer, unclassified or otherwise, shall lose any seniority, back pay, or other benefits within the authority of his employer to grant or withhold on account of institution of prosecution for a crime allegedly committed within the performance or in furtherance of the course and scope of his employment without an independent hearing or other established procedural step by the employer to meet fair due process standards.

D. Nothing herein shall prohibit an employer from suspending an employee pending a final resolution of an instituted prosecution.

E. Notwithstanding any other provision herein, the payments authorized by this Section shall be made only if the law enforcement officer has not violated any other rights or privileges secured by the state or federal constitution. The rights of such law enforcement officer shall not be construed as greater than those of an ordinary citizen.

Added by Acts 1983, No. 258, §1.

**FACT SHEET**

<p><b><u>TITLE</u></b>          An ordinance to amend Section 90-518(b) of the City of Shreveport Code of Ordinances relative to notices of civil violation and to otherwise providing with respect thereto.</p>	<p><b><u>DATE</u></b>          September 21, 2022</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>          Shreveport Police Department  <b><u>COUNCIL DISTRICT</u></b>          City-wide  <b><u>SPONSOR</u></b></p>
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**PURPOSE**  
 To amend Section 90-518(b) of the City of Shreveport Code of Ordinances to include language concerning who is responsible for the mailing of the notice of civil violation.

**BACKGROUND INFORMATION**

<p><b><u>TIMETABLE</u></b>          Introduction: September 27, 2022          Final Passage: October 11, 2022</p>	<p><b><u>ATTACHMENTS</u></b></p>
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**SPECIAL PROCEDURAL REQUIREMENTS**  
 NA

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

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

**FACT SHEET PREPARED BY:**

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

**AN ORDINANCE TO AMEND SECTION 90-518(B) OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO NOTICES OF CIVIL VIOLATION AND TO OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT ORDAINED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Section 90-518(b) be hereby amended to add the following language:

\*\*\*

(b) In order to impose a civil violation penalty under this article, the department and/or the contracted traffic safety company shall mail a notice of civil violation to the owner of the vehicle responsible for the civil violation penalty not later than the 30<sup>th</sup> calendar day, inclusive of weekends and legal holidays, after the date the department reviews and inspects the recorded images, and an alleged civil violation is determined by the department to have occurred.

\*\*\*

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

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

**FACT SHEET****TITLE**

An ordinance to amend Section 90-519(b) of the City of Shreveport Code of Ordinances relative to notices of hearings and to otherwise providing with respect thereto.

**DATE**

September 21, 2022

**ORIGINATING DEPARTMENT**

Shreveport Police Department

**COUNCIL DISTRICT**

City-wide

**SPONSOR****PURPOSE**

To amend Section 90-519(b) of the City of Shreveport Code of Ordinances to include language concerning who is responsible for notification of hearing date, times, and/or manner of the administrative adjudication hearing concerning the electronic traffic enforcement ordinances.

**BACKGROUND INFORMATION****TIMETABLE**

Introduction: September 27, 2022  
Final Passage: October 11, 2022

**ATTACHMENTS****SPECIAL PROCEDURAL REQUIREMENTS**

NA

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:**

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

**AN ORDINANCE TO AMEND SECTION 90-519(B) OF THE CITY OF SHREVEPORT CODE OF ORDINANCES RELATIVE TO NOTICES OF HEARINGS AND TO OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BE IT ORDAINED** by the City Council of the City of Shreveport, in due, legal, and regular session convened, that Section 90-519(b) be hereby amended to add the following language:

\*\*\*

(b) Upon receipt of a request and cash bond within the prescribed time period within this paragraph, the office and/or the contracted traffic safety company shall notify the person requesting such hearing of the date, time and/or manner of the administrative adjudication hearing. If, after the adjudication hearing, the person is found not liable by the adjudication officer, the cash bond of \$50.00 will be refunded to that person. If that person is found liable, he or she may ask that the cash bond of \$50.00 be used towards the payment of the civil violation.

\*\*\*

**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:**

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED ON THE SOUTHEAST CORNER OF EAST KINGS HIGHWAY AND EAST 70<sup>TH</sup> STREET, **FROM R-A, RURAL AGRICULTURE ZONING DISTRICT TO C-4, HEAVY COMMERCIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located on the southeast corner of East Kings Highway and East 70<sup>th</sup> Street Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **FROM R-A, RURAL AGRICULTURE ZONING DISTRICT TO C-4, HEAVY COMMERCIAL ZONING DISTRICT**

BEING A TRACT OF LAND LOCATED IN A PORTION OF LOT 1 OF HARTS ISLAND LOCATED IN FRACTIONAL SECTION 37, TOWNSHIP 17 NORTH, RANGE 13 WEST, CADDO PARISH, LOUISIANA. SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF EAST KINGS HIGHWAY AND THE WESTERLY BOUNDARY LINE OF LOT 1 ORR AUTO PARK SUBDIVISION UNIT 2, AS RECORDED IN BOOK 9000, PAGE 220 OF THE RECORDS OF CADDO PARISH, LOUISIANA, RUN THENCE NORTH 68°05'52" WEST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 216.40 FEET, THENCE RUN NORTH 21°54'27" EAST A DISTANCE OF 414.13 FEET TO THE WATERS EDGE OF OLD RIVER AS EXISTING ON MAY 4, 2022, THENCE RUN SOUTH 78°53'21" EAST ALONG SAID EXISTING WATERS EDGE A DISTANCE OF 220.30 FEET TO THE WEST LINE OF SAID LOT 1 ORR AUTO PARK SUBDIVISION UNIT 2, THENCE RUN SOUTH 21 °54'27" WEST ALONG SAID WEST LINE OF SAID LOT 1 A DISTANCE OF 455.38 FEET TO THE POINT OF BEGINNING.

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

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

22-122-C  
Cross Development

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING SEPTEMBER 7, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, September 7, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Gabriel Balderas  
Chris Elberson  
Rachel Jackson  
Rose Wilson McCulloch  
Fred Moss, IV  
Bill Robertson  
Harold Sater  
Toni Thibeaux

**Staff Present**

Alan Clarke, Executive Director  
Adam Bailey, Community Planning & Design Manager  
Ben Koby, Planner  
Shari Culbert, Executive Assistant  
Alexis DeJohn, Planner  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator

**Members Absent**

None

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

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MRS. WILSON MCCULLOCH, seconded by MR. MOSS, to approve the minutes of the August 3, 2022 public hearing as submitted.**

**The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE**

**CONSENT AGENDA**

**PUBLIC HEARING**

**CASE NO. 22-122-C ZONING REQUEST**

Applicant: Cross Development  
Owner: Feist Properties, LLC  
Location: 7000 Block of E Kings HWY (SE corner of E Kings Hwy and E 70th St)  
Existing Zoning: R-A  
Request: R-A to C-4  
Proposed Use: Vehicle Repair - Major **REMANDED BY CITY COUNCIL**

**Representative &/or support:**

**Ryan Estess 4913 Shed Rd. Bossier City, La. 71111**

**Mr. Estess w/ Raley Associates spoke in favor of the application.**

*draft*

Opposition: None

A motion was made by MS. JACKSON, seconded by MR. MOSS to recommend the application for approval.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

**END OF PUBLIC HEARING**

**OLD BUSINESS**

**NEW BUSINESS**

A motion was made by MR. ROBERTSON, seconded by MRS. WILSON MCCULLOCH to allow the nominating committee report.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

Committee spokesperson MR. SATER listed the following positions: Bill Robertson – Vice Chair, Rose Wilson McCulloch – Secretary. These positions will be held until December 2022.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH to accept the positions.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

**OTHER MATTERS TO BE REVIEWED BY THE COMMISSION**

A report regarding the request to investigate possible fundamental conflicts will be presented soon.

MR. JORDAN gave a report on the Certificates of Occupancies to date.

Public Comments were made regarding concerns with a home on Rice Road by the following:  
Constance Green 4475 Rice Road Shreveport, La. 71119  
Richard Friday 4645 Rice Road Shreveport, La. 71119

**CHAIR/BOARD MEMBER'S COMMENTS**

None

**ADJOURN 3:56 p.m.**

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**Winzer Andrews, Chair**

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**Secretary**

## STAFF REPORT – CITY OF SHREVEPORT

SEPTEMBER 7, 2022

**AGENDA ITEM NUMBER: 8**

**MPC Staff Member:** Benjamin Koby

**City Council District:** D/ Grayson Boucher

**Parish Commission District:** 8/Jim Taliaferro

**CASE NUMBER 22-122-C: ZONING REQUEST**

**APPLICANT:** CROSS DEVELOPMENT

**OWNER:** Feist Properties, LLC

**LOCATION:** TBD E Kings Hwy (SE corner of E Kings Hwy and E 70th St)

**EXISTING ZONING:** R-A

**REQUEST:** R-A to C-4

**PROPOSED USE:** Vehicle Repair- Major

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**DESCRIPTION:**

The applicant is requesting approval to change the zoning of a 2.16 Acre portion of a 6.5 Acre parcel from Rural-Agricultural (R-A) to Heavy Commercial Zoning (C-4) for a Major Vehicle Repair Facility. The remainder of the lot will continue as Rural-Agricultural (R-A) The property to the north is zone as Open Space (OS). The property to the East is zoned as Heavy Commercial Zoning (C-4). Across King's Highway to the West and Southwest is a General Commercial Zoning District (C-3). Across King's Highway to the immediate South is a Rural-Agricultural(R-A) lot.

There are no prior cases for this site. Nearby relevant cases include: approval for rezoning R-A and OS to C-4 for a Vehicle Dealership with Outdoor display (20-10-C); approval for rezoning R-A to C-4 for a Vehicle Dealership (C-52-18); denial of rezoning from R-A to Community Business (B-3; C-3 under the UDC) for a Hospital (C-74-06). Hospitals were permitted in a B-2 district, so to avoid up-zoning unnecessarily, approval was given to rezone to B-2. For this case, Vehicle Repair- Major is not permitted in C-3, so C-4 would not be an unnecessary up-zoning.

Nearby neighborhoods include: Broadmoor, Dixie Garden, Pierremont, Shreve Island, South Broadmoor, Town South/Spring Lake and Captain Shreve

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**REMARKS:**

This zoning case was featured during the July 6<sup>th</sup> MPC Board hearing and was approved with a vote of 6-0. However, during that hearing, the applicant specified that they only wished for a portion of the lot to be rezoned, not the entirety. The MPC office had been operating as if the entirety of the lot was to be rezoned. Therefore, the posted material did not match with the reality of the approval. The board approved the portion of the rezoning.

Members of City Council were contacted by residences in the area with concerns about the disruptive nature of the development. Their concerns included: the proximity of the rezoning to their neighborhood, traffic flow concerns, and that the building would be made of unaesthetic material (metal). The proximity concern has been clarified with the updated zoning request to capture the

## STAFF REPORT – CITY OF SHREVEPORT

correct boundary of the rezoning. If the whole lot were to be requested to be rezoned, the edge of the new commercial property would be approximately 400 feet away from the nearest residentially zoned district. However, with the accurate boundary for the rezoning request the distance from the same residential block is approximately 790 feet. Traffic concerns and building aesthetics are handled during the site plan review process. It is relevant to note that the design standards section of the UDC for commercial districts specifies that corrugated metal, aluminum, steel, and other metal sidings are limited to a maximum of 40% of the façade as detail elements (UDC Article 4.3.D.3).

As stated in Article 4.3 of the Unified Development Code (UDC), Heavy Commercial Zoning District (C-4) is defined as *"The C-4 Heavy Commercial Zoning District is intended for areas of more intense commercial use, including uses related to motor vehicles and those that may require outdoor storage. Because of the impacts from more intensive commercial uses, the district regulations ensure that setbacks, buffering, and site development controls are in place to mitigate negative impacts on neighboring uses."* The permitted by right uses in C-4 zoning district include *Agriculture, Amusement Facility – Indoor, Amusement Facility – Outdoor, Animal Care Facility, Animal Shelter, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Body Modification Establishment, Brewery, Broadcasting Facility TV/Radio - With Antennae, Broadcasting Facility TV/Radio - Without Antennae, Bus Transfer Station, Retail Sales of Alcohol-Beer/Wine, Business Support Services, Car Wash, Commercial Facility For Pop-Up Use, Contractor Office, Cultural Facility, Day Care Center, Distillery, Drive-Through Facility, Dwelling – Above the Ground Floor, Educational Facility - Primary or Secondary Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Funeral Home, Furniture, Furnishings and Equipment Sales, Gas Station, Government Office, Greenhouse/Nursery – Retail, Healthcare Institution, Heavy Retail, Rental, and Service, Hotel, Industrial - Artisan Industrial Design, Industrial Services, Live Performance Venue, Lodge/Meeting Hall, Medical/Dental Office, Office, Retail Sales of Alcohol-Liquor, Outdoor Dining, Parking Lot (Principal Use) Parking Structure (Principal Use) Passenger Terminal, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Public Works Facility, Reception Facility, Research and Development, Residential Care Facility, Restaurant Retail Goods Establishment Self-Service Ice Vending Unit, Self-Storage Facility: Climate-Controlled, Self-Storage Facility – Outdoor, Shelter Housing, Social Service Center, Soup Kitchen, Soup Kitchen, Accessory, Specialty Food Service, Storage Yard – Outdoor Utility, Vehicle Dealership – Enclosed, Vehicle Dealership – With Outdoor Storage/Display, Vehicle Operation Facility, Vehicle Rental – Enclosed Vehicle Rental – With Outdoor Storage/Display, Vehicle Repair/Service– Major, Vehicle Repair/Service – Minor Winery, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers) Wireless Telecommunications – Modifications Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.*

The C-4 district is designed for intense commercial uses, but not to be intrusive on neighboring uses. The area has been developing into a commercial corridor. Vehicle Repair- Major, which is a permitted use in a C-4 district, would likely not be out of place in the area. There is C-3 district to the east of the lot that is made up of large stores such as Lowes, Pet Smart, World Market and others. Directly

## STAFF REPORT – CITY OF SHREVEPORT

to the East is C-4 zoning district that are used as vehicle dealerships. The nearest residentially zoned property is a multi-family development approximately 600 feet to the northwest of the property in question. However, the nearest point of the residential building is approximately 1000 feet away from the nearest corner of the property in question. Additionally, the apartment complex is going to be buffered by other commercial developments, and by a wooded section of bayou (zoned as Open Space). Also, there is a single-family residential zoning block approximately 790 feet to the north. These residences will be buffered by a section of wooded bayou, and the existing commercial corridor along E 70th Street. We do not anticipate any considerable disruption to either residentially zoned block.

In reference to the Shreveport-Caddo Great Expectations Master Plan, the tract of land consisting of 7600 E Kings Highway is planned for future use as a “Major Mixed-Use Center.” Chapter 12 of the Great Expectations Master Plan defines a Major Mixed-Use Center as an area with medium-to-high-density office, residential, retail, and entertainment areas. **The site’s existing R-A designation encourages low-density uses, which conflicts with the intentions of the Master Plan, whereas a C-4 zoning designation would allow for medium-to-high-density commercial and office uses onsite in the future. Since a C-4 zoning designation would work towards satisfying the vision of the Great Expectations Master Plan, and because the designation is not in conflict with immediate surrounding land uses, it is recommended that the MPC Board approves the applicant’s request as proposed.**

Per UDC requirements, the applicant hosted a neighborhood participation meeting on June 9, 2022, at 10:00am. The meeting took place at 7561 E Kings Highway, Shreveport, LA 71115, a field to the East of the site in question. The meeting took a total of 15 minutes and was attended by one member of the public. The meeting was hosted by Michael Kelsch (the engineer for the project) and Connor O’neal (the developer). The attendee asked about approximate location of the proposed site. The attendee voiced concerns about the screening practices and was shown the fence layout plan. Ultimately, he was not in clear support nor opposition of the project.

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### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of rezoning from Rural-Agricultural (R-A) to Heavy Commercial (C-4) is warranted.

**Alternatively, based on information provided at the hearing the MPC Board may also:**

- a. Deny the Request
- b. Approve rezoning to a different zoning district
- c. Defer the request

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**PUBLIC ASSESSMENT:** One person spoke in support. There was no opposition.

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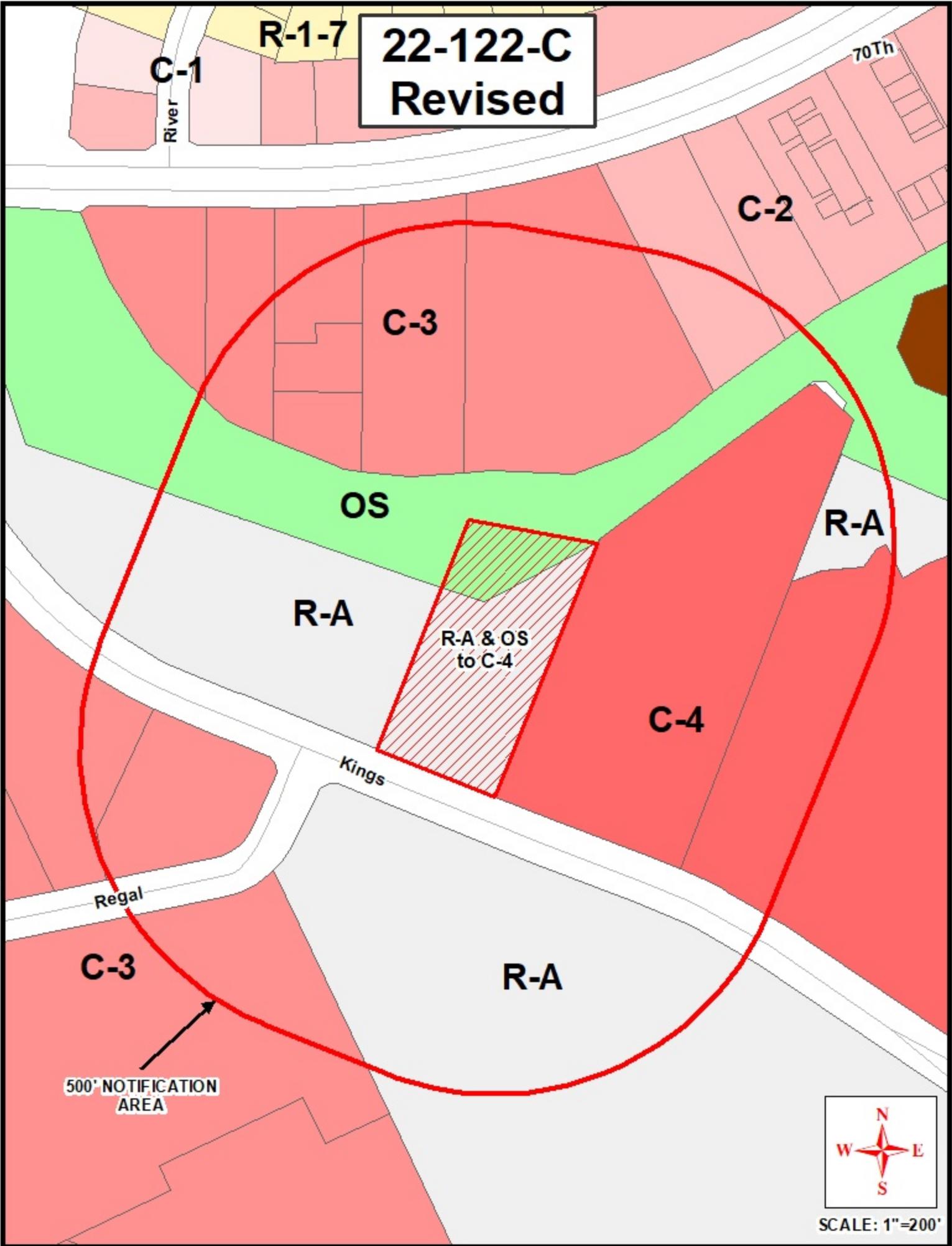
## **STAFF REPORT – CITY OF SHREVEPORT**

### **MPC BOARD**

**RECOMMENDATION:** The board voted 9 to 0 to recommend the application for approval.

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**22-122-C  
Revised**



**C-1**  
River

**R-1-7**

70Th

**C-2**

**C-3**

**OS**

**R-A**

**R-A**

**R-A & OS  
to C-4**

**C-4**

Kings

Regal

**C-3**

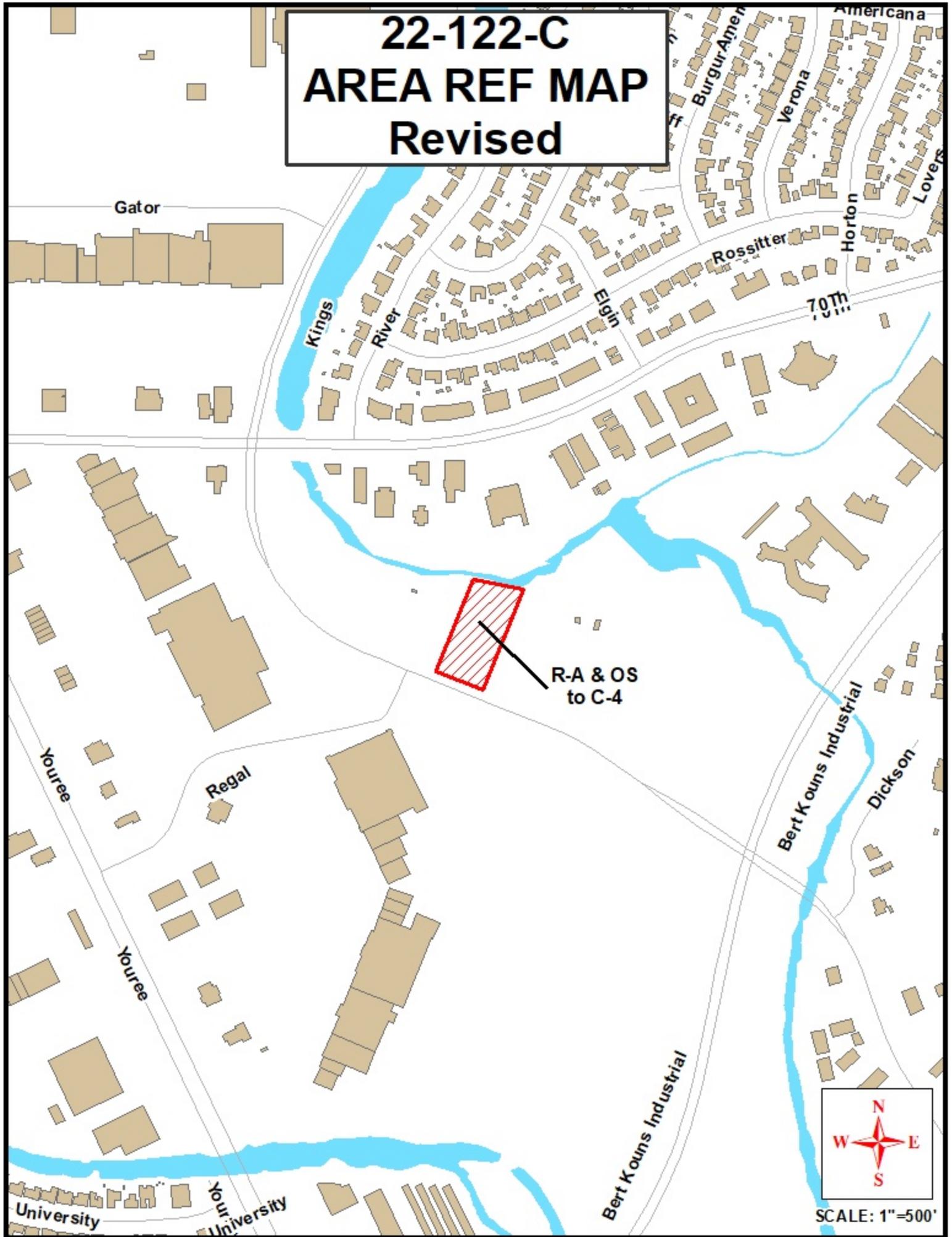
**R-A**

500' NOTIFICATION  
AREA



SCALE: 1"=200'

# 22-122-C AREA REF MAP Revised



**From:** [Alan Clarke](#)  
**To:** [Shari Culbert](#)  
**Subject:** FW: Council Follow Up - Proposed Rezone Case 22-122-C  
**Date:** Wednesday, September 7, 2022 11:53:32 AM  
**Attachments:** [Outlook-1568947125.png](#)

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Please add this to the case file for today.

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**From:** John Nickelson <[John.Nickelson@shreveportla.gov](mailto:John.Nickelson@shreveportla.gov)>  
**Sent:** Tuesday, September 6, 2022 8:40 PM  
**To:** Alan Clarke <[Alan.Clarke@shreveportla.gov](mailto:Alan.Clarke@shreveportla.gov)>  
**Cc:** Grayson Boucher <[Grayson.Boucher@shreveportla.gov](mailto:Grayson.Boucher@shreveportla.gov)>; Codie Counts <[codie@crossdevelopment.net](mailto:codie@crossdevelopment.net)>  
**Subject:** Re: Council Follow Up - Proposed Rezone Case 22-122-C

Mr. Clarke:

Consistent with your suggestion, Councilman Boucher and I both will be satisfied for this to return to the Council with a C-4 rezoning recommendation. Thank you for your assistance with this matter.



**Councilman John Nickelson**  
**City of Shreveport | District C**  
505 Travis Street, Suite 410 | Shreveport, LA 71101  
Office: +318.673.5262 | Fax: +318.673.5270  
[john.nickelson@shreveportla.gov](mailto:john.nickelson@shreveportla.gov) | [www.shreveportla.gov](http://www.shreveportla.gov)

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**From:** Codie Counts <[codie@crossdevelopment.net](mailto:codie@crossdevelopment.net)>  
**Sent:** Tuesday, August 30, 2022 11:04 AM  
**To:** John Nickelson <[John.Nickelson@shreveportla.gov](mailto:John.Nickelson@shreveportla.gov)>  
**Subject:** RE: Council Follow Up - Proposed Rezone Case 22-122-C

Attached are the elevation plans that you requested.

**Thank you,**

## Codie Counts

Assistant Development Manager  
4336 Marsh Ridge Road  
Carrollton, TX 75010  
Cell: 940.600.2409  
[codie@crossdevelopment.net](mailto:codie@crossdevelopment.net)



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**From:** Connor O'Neal <[connor@crossdevelopment.net](mailto:connor@crossdevelopment.net)>  
**Sent:** Tuesday, August 30, 2022 9:31 AM  
**To:** Codie Counts <[codie@crossdevelopment.net](mailto:codie@crossdevelopment.net)>

**Subject:** FW: Council Follow Up - Proposed Rezone Case 22-122-C

**Connor O’Neal**

Development Manager  
4336 Marsh Ridge Road  
Carrollton, TX 75010  
Cell: 469.951.8536

[Connor@crossdevelopment.net](mailto:Connor@crossdevelopment.net)



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**From:** Connor O’Neal

**Sent:** Monday, August 29, 2022 9:16 AM

**To:** [John.Nickelson@shreveportla.gov](mailto:John.Nickelson@shreveportla.gov)

**Subject:** Council Follow Up - Proposed Rezone Case 22-122-C

Good morning,

I am the representative for the Caliber Collision on E. Kings Highway in Shreveport. If you recall, the case (Ord 110 Case No. 22-122-C) was heard at the meeting on 8/23/2022. It was voted to remand the case back to the MPC for approval as a SPUD. Can you please give me a call at 1-469-951-8536 at your earliest convenience to further discuss the decision that was made? I would like to set up a meeting when you are available so we can understand our path forward.

Thank you,

**Connor O’Neal**

Development Manager  
4336 Marsh Ridge Road  
Carrollton, TX 75010  
Cell: 469.951.8536

[Connor@crossdevelopment.net](mailto:Connor@crossdevelopment.net)





REVISIONS	BY

PRELIMINARY SITE PLAN  
**Caliber Collision - East Kings**  
 Shreveport, Louisiana



**RALEY AND ASSOCIATES, INC.**  
 Civil & Structural  
 Engineering,  
 Surveying, Planning  
 & Consulting

4913 Shed Road  
 Bossier City, LA 71111

Phone 318.752-9023  
 Fax 318.752-9025  
[www.raleyardassociates.com](http://www.raleyardassociates.com)

**PRELIMINARY**  
 THIS DOCUMENT IS FOR THE PURPOSE OF REVIEW ONLY AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE SALES OR FOR THE BASIS FOR THE ISSUANCE OF A PERMIT. DOCUMENT PREPARED UNDER THE DIRECT SUPERVISION OF FRANK J. RALEY, REG. NO. 22831.  
 DATE: 08/10/22

DATE: 04/27/2022  
 SCALE: 1" = 30'  
 DRAWN: NDV  
 CHECKED: MK  
 JOB: 22168

SHEET:  
**C1**  
 OF - SHEET

22168 DESIGN PLANS.DWG





06/06/2022



06/06/2022



06/06/2022



06/06/2022

NPP Meeting Invitation  
Proposed Autobody Shop  
Zoning Change  
5/24/2022

Dear Neighbor:

Our Client, Cross Development, is planning an autobody shop on E. Kings Highway adjacent to Orr BMW in Shreveport.

The current site is R-A zoning. The proposed autobody shop will require C-4 zoning. The property is bordered by car dealerships (C-4 zoning), and thus the autobody shop use will be perfect for the area.

Because you are a nearby neighbor or otherwise interested in the neighborhood, I am inviting you to a meeting where you can learn more about what is proposed and present questions or concerns. Our application has to be heard by the Metropolitan Planning Commission and the City Council and we are required to do this before we submit our application to the Metropolitan Planning Commission

The meeting will take place:

Thursday June 9, 2022 at 10:00 AM

Vacant field to the west of 7561 E. Kings Highway, Shreveport, LA 71115 (Just west of the Orr BMW Car Dealership)

At the meeting I will provide a sign-in sheet to obtain email addresses, so that I can keep you updated if there are any changes to the project. If you cannot attend the meeting and would like to receive information from the meeting, please contact us at the address below. I hope to see you at the meeting on June 9 at 10:00 AM.

Sincerely,



Mike Kelsch, P.E.

**Raley and Associates, Inc.**

4913 Shed Rd

Bossier City, LA 71111

(318) 752-9023

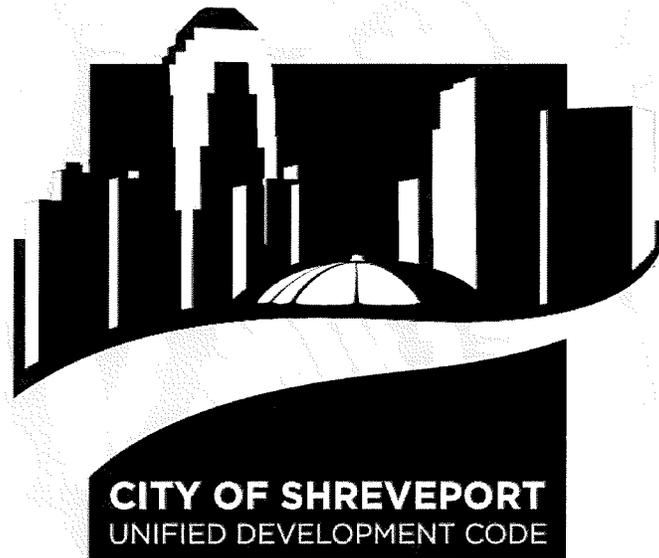
Email: [mike@raleyardassociates.com](mailto:mike@raleyardassociates.com)

# Metropolitan **Planning** Commission

*City of Shreveport | Caddo Parish*

# Unified Development Code Development Application

UDC Development Application and Review Packet  
(Revised August 12, 2020)



## **Land Development Department**

505 Travis Street, Suite 440  
Shreveport, LA 71101 | phone 318-673-6480

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

**DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY**

Date: \_\_\_\_\_ Planner: \_\_\_\_\_ Case No: \_\_\_\_\_ Application Fee: \_\_\_\_\_

**1. PROPERTY INFORMATION**

Project Name: <b>CALIBER E. KINGS HWY</b>		Associated Case:
Project Address/Location: <b>NORTH SIDE OF E. KINGS HWY ≈ 0.25 MILES WEST OF E. BERT KOWNS IND. LP.</b>		
Current Zoning District: <b>R-A</b>	Proposed Zoning District (if applicable): <b>C-4</b>	Parcel Number(s): <b>171329-001-0056-00</b>

**2. CASE TYPE**

<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____

**3. PARCEL DESCRIPTION**

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

**SEE ATTACHED**

**4. GENERAL LOCATION OF PROPERTY**

(street address and/or frontage, and distance to cross street)

**NORTH SIDE OF E. KINGS HWY ≈ 0.25 MILES WEST OF E. BERT KOWNS IND. LP.**

**5. PROPOSED USE OF THE PROPERTY**

Single-Family Residential    Multi-Family Residential    Mixed-Use    Townhouse Residential    Duplex Residential    Commercial    Industrial

Provide a brief explanation, attach additional sheets, if necessary

**CALIBER COLLISION AUTOBODY SHOP**

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): <b>R-A</b>	Proposed Zoning District(s): <b>C-4</b>	Proposed Building Use(s): <b>AUTOBODY REPAIR SHOP</b>	
If more than one district, provide the acreage of each: <b>N/A</b>		Existing Building(s) sq. ft. gross: <b>N/A</b>	
Special Purpose Overlay District (if applicable): <b>N/A</b>		Proposed Building(s) sq. ft. gross: <b>16,100</b>	
Total Site Acres: <b>2.16 AC</b>		Total sq. ft. gross (existing & proposed): <b>16,100</b>	
Off-Street Parking Required: <b>48</b>		Proposed height of building(s):	Number of stories: <b>1</b>
Off-Street Parking Provided: <b>81</b>		Ceiling height of First Floor:	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage): <b>2.16 AC / 94,090 SF</b>		Lot Coverage (Total Area in square feet): <b>1.55 AC / 67,900 SQFT</b>	
Lot Coverage Percentage of Total Lot Area: <b>≈ 72%</b>			
9. STORMWATER INFORMATION			
Existing Impervious Surface: <input type="radio"/> acres/square feet <input type="radio"/>		Hazard Flood Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Impervious Surface: <b>1.55</b> acres/square feet <b>67,900</b>		Red River	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Cross Lake Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Wetlands	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

**APPLICANT CONTACT INFORMATION:**

Name: CONNOR O'NEAL Company: CROSS DEVELOPMENT Check if Primary Contact   
E-mail: CONNOR@CROSSDEVELOPMENT.NET Phone: 469-951-8536 Fax: \_\_\_\_\_  
Address: 4336 MARSH RIDGE RD City: CARROLLTON State: TX Zip: 75010

**ARCHITECT CONTACT INFORMATION:**

Name: JOHN MCCONNELL Company: NCA PARTNERS Check if Primary Contact   
E-mail: JMCCONNELL@NCAPARTNERS.COM Phone: 214-361-9901 Fax: \_\_\_\_\_  
Address: 5645 MILTON ST. SUITE 610 City: DALLAS State: TX Zip: 75206

**ENGINEER CONTACT INFORMATION:**

Name: MICHAEL KELSCH Company: RALEY AND ASSOCIATES, INC. Check if Primary Contact   
E-mail: MIKE@RALEYANDASSOCIATES.COM Phone: 318-752-9023 Fax: 318-752-9025  
Address: 4913 SHED RD City: BOSSIER State: LA Zip: 71111

**CURRENT PROPERTY OWNER CONTACT INFORMATION:**

Name: Armand Roos Company: Feist Properties, LLC Check if Primary Contact   
E-mail: AROOS@WWM.LAW.COM Phone: 318 213 9290 Fax: 318 424 5128  
Address: PO BOX 6092 City: Shreveport State: LA Zip: 71136-6092  
Designee Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

\_\_\_\_ I will represent the application myself, OR  I hereby designate CROSS DEVELOPMENT (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

Feist Properties, LLC

by Armand C Roos

Property Owner Signature

5-18-22

Date

[Signature]

Applicant Signature

5/19/22

Date

**LEGAL DESCRIPTION**

BEING A TRACT OF LAND LOCATED IN A PORTION OF LOT 1 OF HARTS ISLAND LOCATED IN FRACTIONAL SECTION 37, TOWNSHIP 17 NORTH, RANGE 13 WEST, CADDO PARISH, LOUISIANA. SAID TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF EAST KINGS HIGHWAY AND THE WESTERLY BOUNDARY LINE OF LOT 1 ORR AUTO PARK SUBDIVISION UNIT 2, AS RECORDED IN BOOK 9000, PAGE 220 OF THE RECORDS OF CADDO PARISH, LOUISIANA, RUN THENCE NORTH 68°05'52" WEST ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 216.40 FEET, THENCE RUN NORTH 21°54'27" EAST A DISTANCE OF 414.13 FEET TO THE WATERS EDGE OF OLD RIVER AS EXISTING ON MAY 4, 2022, THENCE RUN SOUTH 78°53'21" EAST ALONG SAID EXISTING WATERS EDGE A DISTANCE OF 220.30 FEET TO THE WEST LINE OF SAID LOT 1 ORR AUTO PARK SUBDIVISION UNIT 2, THENCE RUN SOUTH 21°54'27" WEST ALONG SAID WEST LINE OF SAID LOT 1 A DISTANCE OF 455.38 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 2.160 ACRES.

THIS DESCRIPTION IS BASED ON A PRELIMINARY PROPERTY BOUNDARY SURVEY PERFORMED BY THE UNDERSIGNED ON MAY 4, 2022.

 05-18-2022

TRAVIS A. STURDIVANT  
REGISTERED PROFESSIONAL LAND SURVEYOR  
LOUISIANA LIC. NO. 4632  
RALEY AND ASSOCIATES, INC.  
4913 SHED ROAD, BOSSIER CITY, LA 71111  
PH: 318-752-9023 FAX: 318-752-9025



Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, July 6, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 22-122-C ZONING REQUEST:** 7000 Block of E Kings HWY. Application by CROSS DEVELOPMENT for approval to rezone property located on the southeast corner of E Kings Hwy and E 70th St, from R-A Rural Agricultural Zoning District to C-4 Heavy Commercial Zoning District, being more particularly described as 6.5 ACS. M/L – THAT PART OF LOT 1, HARTS ISLAND LYING S. OF 70TH ST. & E. OF E. KINGS HWY, LESS A TR. DESC. AS FOLLOWS: FROM THE INTERSECTION OF W'LY R/W OF EAST BERT KOUNS INDUSTRIAL LOOP (LA HWY 526) AND N'LY R/W OF E KINGS HWY, RUN N 56 DEG. 04 MIN. 30 SEC. W 695.50 FT. ALONG SAID N'LY R/W, THENCE CONTINUE ON R/W ALONG A CURVE TO THE LEFT WITH BEARING N 62 DEG. 05 MIN. 11 SEC. W 207.28 FT. AND RADIUS OF 989.63, THENCE CONT. ALONG SAID R/W N 68 DEG. 05 MIN. 52 SEC. W 334.17 FT., THENCE N 21 DEG. 54 MIN. 27 SEC. E 368.87 FT. TO HIGH BANK OF OLD SAND BEACH BAYOU, THENCE N 21 DEG. 54 MIN. 27 SEC. E 98.15 FT. TO MEAN LOW WATER LINE OF OLD SAND BEACH BAYOU, THENCE ALONG SAID LOW WATER LINE THE FOLLOWING 13 CALLS: N 55 DEG. 24 MIN. 06 SEC. E 162.55 FT., THENCE N 52 DEG. 32 MIN. 12 SEC. E 283.85 FT., THENCE N 87 DEG. 10 MIN. 48 SEC. E 22.74., THENCE S 44 DEG. 13 MIN. 54 SEC. E 57.63 FT., THENCE S 45 DEG. 55 MIN. 17 SEC. E 95.60 FT., THENCE S 44 DEG. 07 MIN. 06 SEC. E 96.61 FT., THENCE N 85 DEG. 23 MIN. 37 SEC. E 76.49 FT., THENCE N 67 DEG. 24 MIN. 40 SEC. E 111.22 FT., THENCE S 32 DEG. 52 MIN.30 SEC. E 102.29 FT., THENCE S 32 DEG. 52 MIN. 30 SEC. E 75.37 FT., THENCE S 19 DEG. 07 MIN. 39 SEC. E 192.64 FT., THENCE S 10 DEG. 50 MIN. 41 SEC. E 148.67 FT., THENCE S 32 DEG. 09 MIN. 49 SEC. E 178.41 FT. TO W'LY R/W OF E BERT KOUNS INDUSTRIAL LOOP, THENCE S'LY ALONG SAID R/W TO P.O.B. Section 37, T17N, R13W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED SOUTHEAST CORNER OF PROVENANCE PLACE BOULVARD AND CHESTNUT PARK LANE, SHREVEPORT, CADDO PARISH, LA., **R-2(PUD) MULTI-FAMILY RESIDENTIAL ZONING DISTRICT TO R-2(PUD) MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

**BY:**

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property ENTER GENERAL LOCATION Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **R-2(PUD) MULTI-FAMILY RESIDENTIAL ZONING DISTRICT TO R-2(PUD) MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**:

LOT 2, PROVENANCE COMMERCIAL AREA BLOCK A, SECTION 20, T16N, R13W, CADDO PARISH, LOUISIANA.

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

REQUESTED USES & ORDINANCE RELIEF: The applicant is requesting the use of a Bar be added to the previous approved PUD list of uses for this specific location in order to serve alcohol to cigar lounge patrons. The request does not encompass the entire PUD area. The existing planned use of a cigar lounge is defined under Retail Goods Establishment which does not include serving of alcohol. In order to serve alcohol, the establishment must be approved as a Bar. The addition of a Bar as a use is the only change requested; the prior uses and ordinance relief approved with the original 2004 PUD and the 2014 PUD modification remain unchanged.

PROPOSED SITE AMENITIES: The site amenities are not under consideration at this time. The amenities approved with the original 2004 PUD remain in effect. These include; limiting commercial activity to certain areas of the development; limited specified commercial uses; green spaces; street and housing design.

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

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

22-150-C  
Vintage Design Group

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING SEPTEMBER 7, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, September 7, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Gabriel Balderas  
Chris Elberson  
Rachel Jackson  
Rose Wilson McCulloch  
Fred Moss, IV  
Bill Robertson  
Harold Sater  
Toni Thibeaux

**Staff Present**

Alan Clarke, Executive Director  
Adam Bailey, Community Planning & Design Manager  
Ben Koby, Planner  
Shari Culbert, Executive Assistant  
Alexis DeJohn, Planner  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator

**Members Absent**

None

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

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MRS. WILSON MCCULLOCH, seconded by MR. MOSS, to approve the minutes of the August 3, 2022 public hearing as submitted.**

**The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE**

**CONSENT AGENDA**

**PUBLIC HEARING**

**CASE NO. 22-150-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN**

Applicant: Vintage Design Group  
Owner: Provenance Lot 2, LLC  
Location: 1031 PROVENANCE PLACE BLVD (SE corner of Provenance Place Blvd and Chestnut Park Ln.)  
Existing Zoning: R-2 (PUD)  
Request: R-2(PUD) to R-2(PUD)  
Proposed Use: Bar

**Representative &/or support:**

**Joe Salpetra- no address**

*draft*

Opposition: None

A motion was made by MR. BALDERAS, seconded by MS. JACKSON to recommend the application for approval.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

### END OF PUBLIC HEARING

#### OLD BUSINESS

#### NEW BUSINESS

A motion was made by MR. ROBERTSON, seconded by MRS. WILSON MCCULLOCH to allow the nominating committee report.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

Committee spokesperson MR. SATER listed the following positions: Bill Robertson – Vice Chair, Rose Wilson McCulloch – Secretary. These positions will be held until December 2022.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH to accept the positions.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

#### OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

A report regarding the request to investigate possible fundamental conflicts will be presented soon.

MR. JORDAN gave a report on the Certificates of Occupancies to date.

Public Comments were made regarding concerns with a home on Rice Road by the following:  
Constance Green 4475 Rice Road Shreveport, La. 71119  
Richard Friday 4645 Rice Road Shreveport, La. 71119

#### CHAIR/BOARD MEMBER'S COMMENTS

None

**ADJOURN 3:56 p.m.**

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**Winzer Andrews, Chair**

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**Secretary**

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

SEPTEMBER 7, 2022

**AGENDA ITEM NUMBER: 7**  
**MPC Staff Member:** Alice Correa  
**City Council District:** D/ Grayson Boucher  
**Parish Commission District:** 9/John Atkins

**CASE NUMBER 22-150-C: SMALL PLANNED UNIT DEVELOPMENT (SPUD) & FINAL SITE PLAN**

**APPLICANT:** Vintage Design Group  
**OWNER:** Provenance Lot 2, LLC  
**LOCATION:** 1031 Provenance Place Blvd (SE corner of Provenance Place Blvd and Chestnut Park Ln.)  
**EXISTING ZONING:** R-2(PUD)  
**REQUEST:** Modification to PUD Uses  
**PROPOSED USE:** Bar

---

**DESCRIPTION:** The applicant is requesting approval of a modification to the existing approved Planned Unit Development (PUD) uses to allow serving of alcohol to cigar lounge patrons a 0.2-acre lot. The additional service falls under the definition of a Bar in the Unified Development Code (UDC), which is not identified as an approved use under the PUD. The property is part of the Provenance development and is zoned as Multi-family Residential Planned Unit Development (R-2(PUD)), as are all the adjacent properties. Because the property is less than 5 acres, the request classifies as a Small Planned Unit Development (SPUD).

Prior cases for this site include: the original R-2(PUD) approval in 2004 (P-7-04); site plan approval for the initial commercial development (C-67-05); approval of modification to the PUD to define allowable non-residential uses (C-8-14, P-2-14); and approval of the site plan for this structure (21-31-C). Nearby relevant cases include: Special Exception Use approvals for beer/wine sales, restaurants serving alcohol, and outdoor dining (BAC-4-07, BAC-5-07, BAC-6-07, BAC-84-08, BAC-62-16); and approval of rezoning to Neighborhood Business (B-2; C-2 under the UDC) for unspecified commercial development (P-7-17).

Nearby neighborhoods include: Huckleberry Ridge, Robson Plantation, Wallace Lake, and Wallace Lake Heights.

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**REMARKS:** **SPUD approval is subject to a 2-year expiration as described in Section 16.9.F of the UDC.**

Pursuit of a PUD designation allows an applicant to request ordinance relief across a variety of areas within one application, including: permitted uses from other zoning districts, specific use approvals, variances, etc. In exchange, the applicant agrees to provide substantive amenities that benefit the surrounding area or the tenant/property owner exclusively, align with the goals of the Master Plan or otherwise provide some added aesthetic benefit. This tool provides the highest level of flexibility for projects that have a complex coupling of uses and potential impacts and offers the premier

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

opportunity to claim benefits for the site and the surrounding area.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on July 12, 2022 at 2:00PM. Twelve nearby residents were in attendance - one expressed concern regarding serving liquor, and another stated opposition due to parking and attracting patrons from other parts of the city. The remaining discussion was centered around general business operations questions with no other concerns noted.

---

### **MASTER PLAN CONSIDERATIONS:**

The Future Land Use map of the 2030 Great Expectations Master Plan shows this entire area are Residential Low. However, the original R-2(PUD), which is a mix of medium density residential and commercial uses, was already approved and in development at the time the Master Plan was written in 2010. Therefore, it is unclear why the future use of this area was designated Residential Low instead of Residential Medium and Neighborhood Commercial by the Master Plan. Several businesses and restaurants (including those serving alcohol) already exist adjacent to this property. Although the overall development is not consistent with stated future use of the Master Plan, the proposed use is consistent with the approved PUD and the existing development.

---

### **REQUESTED USES & ORDINANCE RELIEF:**

The applicant is requesting the use of a Bar be added to the previous approved PUD list of uses for *this specific location* in order to serve alcohol to cigar lounge patrons. The request does not encompass the entire PUD area. The existing planned use of a cigar lounge is defined under Retail Goods Establishment which does not include serving of alcohol. In order to serve alcohol, the establishment must be approved as a Bar. The addition of a Bar as a use is the only change requested; the prior uses and ordinance relief approved with the original 2004 PUD and the 2014 PUD modification remain unchanged.

---

### **PROPOSED SITE AMENITIES:**

**The site amenities are not under consideration at this time.** The amenities approved with the original 2004 PUD remain in effect. These include; limiting commercial activity to certain areas of the development; limited specified commercial uses; green spaces; street and housing design.

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### **SITE PLAN CONSIDERATION:**

The submitted site plan is one that was approved in 2021 for construction of the building (21-31-C). No alterations are proposed or required for the additional proposed use. The site complies with the alcohol distance requirements from protected uses; and the Alcohol Beverage Ordinance (ABO) Office confirmed that the interior floor plan is acceptable. Parking for this location is shared parking with the overall commercial development.

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

### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval of the PUD modification to allow a Bar use at this location is warranted.

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

- a. Deny the preliminary site plan approval.
- b. Approve the preliminary site plan with additional conditions.

---

**PUBLIC ASSESSMENT:** One person spoke in favor. There was no opposition.

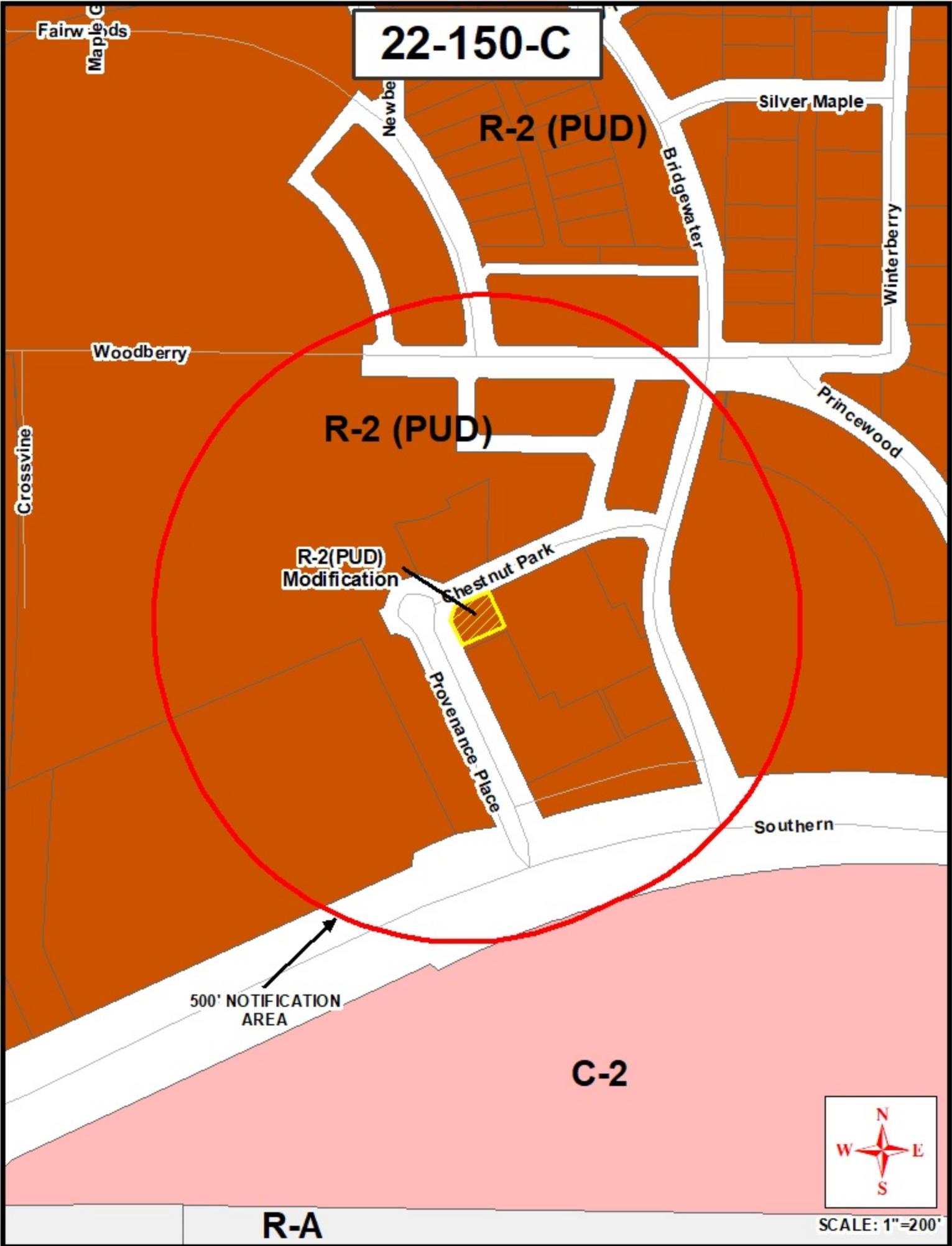
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### MPC BOARD

**RECOMMENDATION:** The Board voted 9 to 0 to recommend the application for approval.

---

**22-150-C**



Fairw  
Maple C  
ds

Newbe

**R-2 (PUD)**

Silver Maple

Bridgewater

Winterberry

Woodberry

**R-2 (PUD)**

Princetonwood

R-2(PUD)  
Modification

Chestnut Park

Provenance Place

Southern

500' NOTIFICATION  
AREA

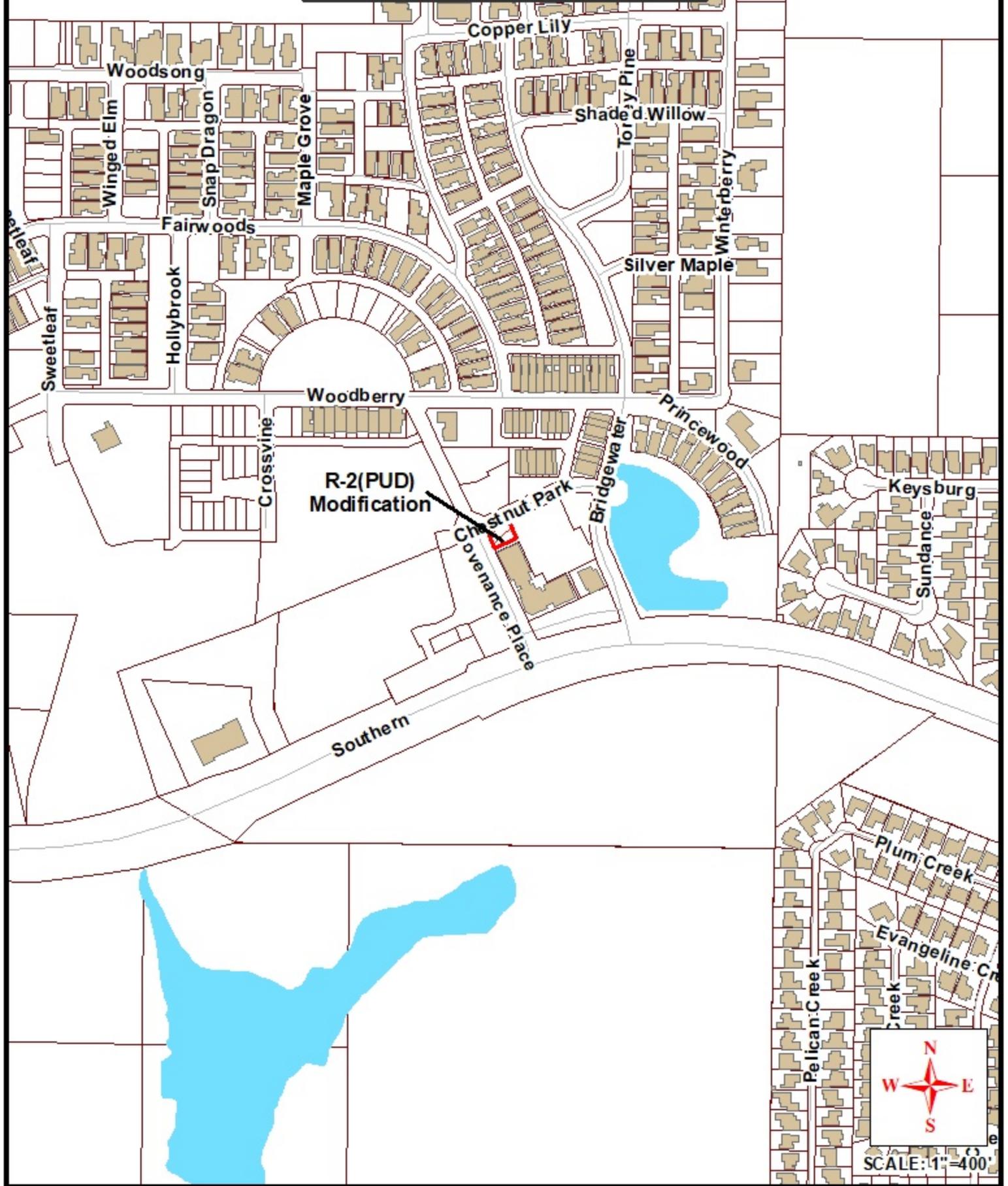
**C-2**



**R-A**

SCALE: 1"=200'

# 22-150-C AREA REF MAP



Provenance Place Blvd  
1000

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





08/26/22 02:01 PM



Provenance Place Blvd  
1000

Chestnut Park

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

June 28, 2022

To: Metropolitan Planning Commission

Re: Modification to existing Planned Unit Development  
1031 Provenance Place Blvd Shreveport, LA 71106

We would like to request a modification to the existing Planned Unit Development for this property to add the Bar use to the list of allowed potential uses identified approved under cases C-8-14/P-2-14. The original Ordinance Relief items and Public Amenities will remain unchanged. We have attached a copy of the list of allowable uses approved from February 6, 2014 for reference.

Thank you

A handwritten signature in black ink, appearing to read "Matthew St. Amant", with a long horizontal flourish extending to the right.

Matthew St. Amant



**METROPOLITAN  
PLANNING COMMISSION**  
**Shreveport / Caddo Parish**

505 Travis Street  
P.O. Box 31109  
Shreveport, LA 71130  
Tel (318) 673-6480  
Fax (318) 673-6475

February 6, 2014

Dear Applicant:

During their meeting on February 5, 2014, the Shreveport Metropolitan Planning Commission considered your application.

Enclosed is a copy of the Land Use Report which states the decision of the Planning Commission and any stipulations which must be adhered to.

Please note that approval of this application does not necessarily constitute approval of site development plans. Also note that there will be a 10-day delay before this approval becomes final. If no appeals are received within this 10 day period, you may apply for the appropriate permits at the Zoning Administration Office.

If you have any questions regarding this matter, please contact the MPC office at 673-6480.

Sincerely,

Diane Tullos  
Office Administrator

DT:sa

Enclosure

C-8-14/P-2-14

**METROPOLITAN PLANNING COMMISSION  
LAND USE REPORT – FEBRUARY 5, 2013**

id

**CASE NO:** C-8-14/P-2-14: XXXX Southern Loop  
**APPLICANT:** PROVENANCE DEVELOPMENT COMPANY, LLC  
**LAND OWNER:** Same  
**LOCATION:** North side of Southern Loop 2,000' east of Wallace Lake Road  
**ZONING:** Modification of the existing R-2 (PUD)  
**PROPOSED:** Master Plan Approval and modification of uses

District: D/Corbin  
District: 9/Thibodeaux

**GENERAL INFORMATION:**

- The applicant is requesting approval to revise the approved Master Plan by expanding an area along the Southern Loop for commercial use and by modifying and establishing a list of uses allowed in the commercial areas.
- The original Master Plan was approved in 2004 by Case No. P-7-04. The approval was very vague concerning uses allowed in the commercially developed areas. The Village Center's uses were described as "civic buildings, social activity, retail, workplaces and more dense residential".
- The list of uses permitted in the commercial areas is now very specific (please see attached list).
- The applicant initially wanted to add a veterinary clinic with boarding but is taking this opportunity to more clearly define the uses that would be allowed in the Village Center I and II tracts.
- A revised matrix that encompasses the entire PUD area has been submitted, but the only change to the original PUD is the commercial expansion and the list of uses allowed.
- The veterinary clinic is proposing boarding with indoor/outdoor runs. The outdoor runs will be considered by the ZBA at their February 12<sup>th</sup> Public Hearing.

**SITE PLAN CONSIDERATIONS:**

- Provenance Development consists of 377 acres. The request for expansion of the commercial area is for the properties with Southern Loop frontage to the west of the existing fire station.
- The list of uses will apply to their Village Center, Tracts I and II, which is their commercial area.
- The veterinary clinic is 3624 square feet and requires 15 parking spaces. 17 spaces are shown on site with additional parallel parking spaces shown on the street.
- Landscaping is to ordinance standards.

**DEVELOPMENT REVIEW TEAM COMMENTS:**

- A map showing all the lots that have been recorded needs to be submitted, as any future lots will be required to adhere to ASCE design standards.
- On-street parking, although allowed by the original PUD approval is a concern for the Fire Department.
- A water connection fee is necessary to tie into the water and sewer.
- For future development, there needs to be an alternative to zero lot lines as utilities can't be accessed and maintained.

**PUBLIC'S ASSESSMENT**

2 spoke in opposition.

**BOARD'S DECISION**

The Board voted 9-0 to approve the Master Plan and modification of the existing R-2(PUD) subject to compliance with the following stipulation:

1. Development of the property shall be in substantial accord with the site plan submitted with any significant changes or additions requiring further review and approval by the Planning Commission.

The information stated herein is the result of discussion by a staff review team. The Board members will use all information made available to them in making their decision.

A Planning Commission approval is a use approval only. The applicant is still responsible for complying with all other applicable Zoning Ordinance requirements and obtaining all necessary permits and approvals from other departments or agencies. This shall include, but not be limited to the requirements of the Zoning Administrator, building permits, liquor licenses, the parish health unit, and Certificates of Occupancy.

## **Provenance Development**

### **Potential commercial uses for Village Center I and II tracts**

**Accessory use.**

**Animal hospital or veterinary clinic excluding livestock; boarding of animals on the premises, with outside kennels maintained on the premises**

**Antique store.**

**Apartment—hotel.**

**Apparel and accessory store.**

**Appliance store.**

**Aquarium supplies and sales.**

**Art, sculpture, fountains, monuments, statues and/or other similar landscape features; need not be enclosed within a structure, must be in compliance with requirements of section 106-1181.**

**Artists; including studio, instruction, display, incidental product sales and servicing, retail sale of arts and crafts supplies, customarily used by artists (excluding general hobby store), and gallery or museum.**

**Auditorium.**

**Automobile filling station, where the primary function is the retail sale of gasoline, oil, grease, tires, batteries and accessories, and where services are limited to installation of items sold, washing, polishing, and greasing; fuel pumps need not be enclosed within structure; pump islands shall be located at least 15 feet from the property line; canopies anchored or supported in pump island may extend to within five feet of the property line; canopies shall have a minimum height of ten feet above driveway.**

**Bakery, retail.**

**Bank, loan, and finance services; no repossessed or acquired items can be displayed or stored on the premises.**

**Barbershop or beauty shop.**

**Bicycle sales and repair.**

**Blueprinting and photostating.**

**Bookstore.**

**Business and professional offices and services.**

**Business machines store or agency.**

**Camera and photographic supplies store.**

**Candy, nut, and confectionery store.**

**Catalogue, mail order, and direct selling establishments, including retail sales by catalogue, mail order, telephone, and house-to-house canvas; display items only.**

**Clothesmaker and needlework (retail), including dressmaker, embroiderer, furrier, milliner, seamstress, tailor, and the like.**

**Community service and membership organizations, such as business association, church, civic association, club, college fraternity or sorority house, nonprofit community service, professional organization, and religious group; incidental fundraising or not-for profit, business trade only.**

**Dairy products sales.**

**Delicatessen.**

**Department store.**

**Drug compounding and manufacturing, with the building for such use not to exceed 15,000 square feet.**

**Drugstore.**

**Dry cleaning with nonflammable cleaning agents only; excluding the discharge of steam outside enclosed structure.**

**Dry goods store.**

**Dwelling, multiple family.**

**Educational, including business school, college, day care center, elementary or secondary school, kindergarten, nursery school, trade school, training center, university, and the like.**

**Embossers, including printing from a standard office copier.**

**Fire station.**

**Floor covering sales.**

**Floral shop.**

**Fruit store.**

**Fur sales, dyeing, finishing and storage; no tanning.**

**Furniture repair and upholstering.**

**Furniture store, retail.**

**Garden supplies store, handling packaged fertilizer and no other types of fertilizer.**

**Gift shop.**

**Golf clubs, country clubs, swim clubs or tennis clubs, including enclosed support facilities (public or private).**

**Grocery store, retail.**

**Hardware store, retail.**

**Health studio, athletic club, martial arts school or commercial gymnasium (public or private, with all components contained within an enclosed structure).**

**Hobby supply store.**

**Hospital or sanitarium.**

**Hotel, motel, tourist home, all for transient occupancy except that not more than one-third of the gross floor area may be used for apartments for permanent occupancy.**

**Ice cream store.**

**Indoor commercial amusements (excluding pool or billiard tables) as an accessory use only. No more than three non-gaming machines or amusement devices shall be permitted on the premises.**

**Jewelry store, including repairing of jewelry, watches, and clocks.**

**Laboratory, including dental or medical.**

**Landscape garden sales; need not be enclosed within structure.**

Laundry and/or dry cleaning pickup station.

Laundry, including uniform rental and processing.

Leather and luggage store.

Library or reading room.

Loan or finance office, only those items which can be sold by any other use in this district can be displayed or stored on the premises, within an enclosed structure.

Locksmith.

Medical and allied services, including hospital, laboratory and sanitarium, apothecary, clinic, convalescent home, optician, and medical and surgical supplies.

Music store.

Newsstand.

Nursery, day care, or kindergarten.

Office equipment and supplies store.

Open air market; need not be enclosed within a structure.

Optical goods.

Optician.

Package and parcel pickup.

Paint and wallpaper store, retail.

Parks, pavilions, recreation centers or playgrounds (public or private, can include both indoor and outdoor components).

Personal services (retail), limited to cosmetic studio, dry cleaning and laundry pickup station, catering service, and interior decorating.

Pet grooming facility; limited to the grooming of household pets and other small animals

Photographic studio with processing.

Pet grooming facility.

**Pet store.**

**Picture framing and/or mirror silvering.**

**Pipeline or electric transmission line; need not be enclosed within structure.**

**Post office.**

**Print shops.**

**Printing, publishing, and allied industries.**

**Public services, including government offices, libraries, museums, public ambulance services, fire stations, police stations, and post offices.**

**Restaurant, including indoor and outdoor dining areas, drive-in, drive-thru, pick-up window, delivery service operations or other exterior service facilities.**

**Seafood store, retail.**

**Shoe repair shop.**

**Shoe store, retail.**

**Sporting goods store, retail; excluding repair and testing of motors and outdoor boat display.**

**Studio for professional work or teaching of any form of fine arts, photography, music, drama, dance, but not including commercial gymnasium.**

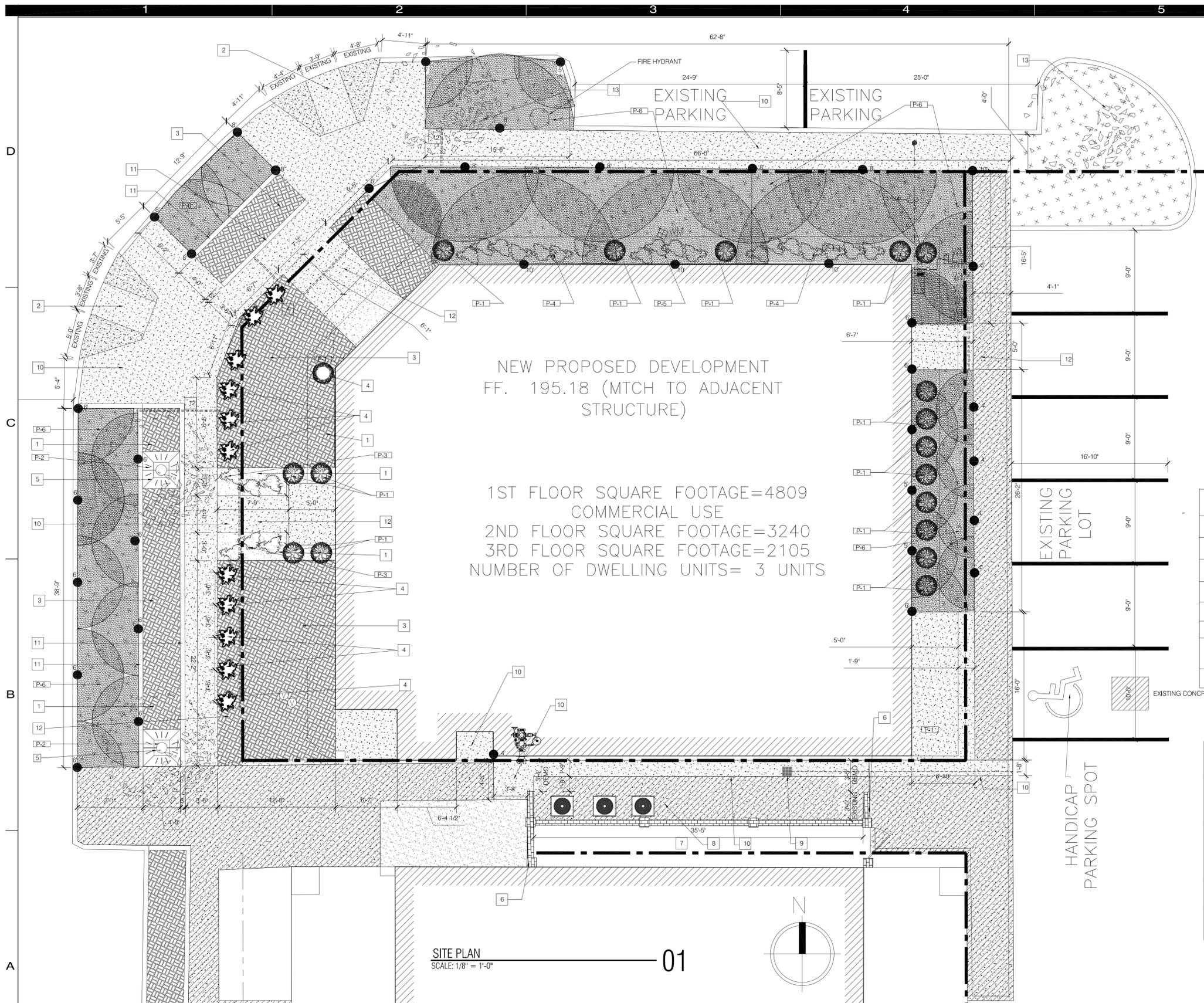
**Theater, including outdoor; need not be enclosed within structure.**

**Toy store.**

**Variety store (limited to the sale of items which may be sold by any other use in this district).**

**Vegetable store.**

**Video sales and rentals.**



KEY NOTES			
REV	KEY	SPEC.	DESCRIPTION
1	XX XX XX		DRIP IRRIGATION LINE
2	XX XX XX		REPAIR EXISTING HANDICAP RAMP
3	XX XX XX		MTCH EXISTING BRICK PAVERS
4	XX XX XX		DRIP EMITTER
5	XX XX XX		MATCH EXISTING 4'x4' TREE GRATE
6	XX XX XX		EXISTING BRICK WALL, REPAIR AS NECESSARY
7	XX XX XX		EXISTING ELECTRICAL AREA, N.I.C.
8	XX XX XX		EXISTING CONCRETE AND MECHANICAL AREA
9	XX XX XX		2X2 SURFACE DRAIN, 3" PIPE TO PARKING, INBED IN CURB
10	XX XX XX		NEW CONCRETE
11	XX XX XX		6" CONCRETE CURB
12	XX XX XX		IRRIGATION LINE UNDER PAVING
13	XX XX XX		EXISTING OAK TREE

- SITE NOTES**
- ELECTRICAL CONTRACTOR TO COORDINATE ALL ELECTRICAL WORK AND PHASES OF WORK WITH OWNER AND ARCHITECT PRIOR TO START ANY WORK. No exception.
  - ALL SITE FURNITURE SHALL BE OWNER FURNISH OR IF OTHERWISE SPECIFIED.
  - THE ELECTRICAL CONTRACTOR SHALL COORDINATE AS NECESSARY ALL UNDERGROUND LOCATIONS WITH OTHER TRADES PRIOR TO COMMENCEMENT OF WORK.
  - PROVIDE BARRIER PROTECTION OF THE SITE POLE AS REQUIRED.
  - EACH CONTRACTOR IS RESPONSIBLE FOR EXCAVATION WORK SHALL BE REQUIRED TO PROVIDE ALL NECESSARY BARRICADES, FENCING, BRACING, SHORING, SHEET PILING, WARNING SIGNS, PLUMBING ETC.
  - EACH CONTRACTOR IS RESPONSIBLE FOR THE PROPER LAYOUT AND THE ESTABLISHMENT OF ALL LINES AND LEVELS REQUIRED FOR THE EXECUTION OF WORK. COORDINATION ALL TRADES TO AVOID INTERFERENCE.
  - GENERAL CONTRACTOR TO INSTALL 6" MINIMUM DEPTH OF CLEAN, FRIABLE TOPSOIL AT ALL PLANTING BEDS.
  - DEBRIS, TRASH OR ROCK NOT USABLE FOR FILL SHALL BE REMOVED FROM THE SITE BY EACH CONTRACTOR.
  - EACH CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE "CLEAN-UP" OF STREET, ROADWAYS, AND PRIVATE PROPERTY DUE TO EXCAVATION.
  - ALL BACKFILL MATERIALS SHALL BE CLEAN AND FREE FROM TRASH, DEBRIS, ORGANIC MATERIAL AND ROCKS.
  - WATER ALL PLANT MATERIAL THAT ARE NEWLY PLANTED THOROUGHLY TWICE IN FIRST 24 HOURS AND APPLY MULCHING IMMEDIATELY.
  - ANY EXISTING GRASS DISTURBED DURING CONSTRUCTION TO BE FULL REMOVED, RE-GRADE AND REPLACE.
  - VERIFY ON SITE BACK FLOW AND IRRIGATION METER AND PLACEMENT OF CONTROLLER PRIOR INSTALLATION.
  - VERIFY ALL LANDSCAPE PLACEMENT WITH OWNER.
  - IRRIGATION PLAN IS DIAGRAMMATIC ONLY, VERIFY WITH LICENSE IRRIGATION CONTRACTOR.
  - VERIFY IRRIGATION CONTROLLER WITH OWNER PRIOR TO INSTALLATION.

- GENERAL NOTES**
- FURNISH AND INSTALL 20YEAR 4.1 OZ WOVEN POLYPROPYLENE LANDSCAPE FABRIC @ ALL TREE LOCATIONS
  - ALL TREES TO HAVE 3" DIAMETER 4" LANDSCAPE RING IN NON PAVED AREAS
  - ALL TREES RECESSED IN BRICK PAVING TO HAVE 48"x48" TREE GRATE TO MATCH EXISTING
  - MIN OF 3" DARK NATURAL MULCH IN PLANTING BEDS/TREE RINGS
  - ALL PLANTING BEDS TO HAVE A MIN. OF 12" OF TOPSOIL
  - 6" MIN OF TOPSOIL IN ALL AREAS OF SOO
  - CONTRACTOR TO FURNISH ST AUGUSTINE SOD IN ALL AREAS THAT ARE NOT COVERED BY PAVING OR LANDSCAPING BEDS
  - IRRIGATION TO BE SEPARATELY METERED WITH BACK FLOW BACKFLOW PREVENTER. COORDINATE BACK FLOW LOCATION WITH ARCHITECT
  - ALL PLANTING BEDS TO HAVE 4" GREEN MTL EDGING
  - ALL PLANTS SHALL BE HEALTHY, WOODRUS AND REPRESENTATIVE OF SPECIES SPECIFIED. ALL PLANTS SHALL BE WELL BRANCHED AND PROPORTIONED, AND SHALL BE FREE OF INSECTS, DISEASE, BARK BRUISES, SCRAPES, CRACKED BRANCHES AND PHYSICAL DAMAGE. SUBSTITUTION OF PLANT SPECIES OR SIZE MUST HAVE PRIOR APPROVAL.
  - ALL PLANTS SHALL BE GUARANTEED TO LIVE FOR 36 MONTHS. THE GUARANTEE SHALL COMMENCE UPON FINAL ACCEPTANCE OF THE PROJECT. IF ANY PLANT ARE DEAD OR IN UNHEALTHY CONDITION BEFORE FINAL ACCEPTANCE, THE LANDSCAPE CONTRACTOR SHALL REPLACE THEM AT IS EXPENSE. THIS REPLACEMENT SHALL NOT BE CONSIDERED "GUARANTEED" REPLACEMENT.
  - TOPSOIL REQUIREMENTS FOR PLANTING OPERATIONS AND GRADING/MOUNDS SHALL BE NATURAL FRIABLE, FERTILE SOIL CHARACTERISTIC OF PRODUCTIVE SOIL IN THE VICINITY. IT SHALL BE FREE OF CLAY LUMPS, STONES, ROOTS AND FOREIGN MATTER.
  - ALL PLANTING BEDS SHALL BE MOUND 3" DEEP OVER WEED PREVENTIVE FABRIC BY PAVING OR LANDSCAPING BEDS
  - INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERMEN LANDSCAPE STANDARD AND WITH GENERAL PLANTING SPECIFICATIONS AS SET FORTH BY THE GOVERNING MUNICIPALITY
  - THE BRANCHES OF DECIDUOUS TREES AND SHRUBS MAY BE SELECTIVELY THINNED BY UP TO 1/3 IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE.
  - LANDSCAPE MATERIALS SHALL BE LOCATED SO AS NOT TO OBSTRUCT VISUAL OR PHYSICAL ACCESS TO FIRE HYDRANTS. LOCATE ALL LANDSCAPE MATERIALS IN CONFORMANCE WITH UTILITY COMPANY REQUIREMENTS AT TRANSFORMERS, METERS, OVERHEAD LINES, ETC. REFER TO CIVIL.
  - REMOVE ALL EXCESS ORGANIC MATERIAL FROM SITE AND DISPOSE OF IT IN CONFORMANCE WITH ALL LOCAL STATE AND FEDERAL REQUIREMENTS.
  - FERTILIZE ALL PLANT AREAS ACCORDING TO GOOD HORTICULTURAL PRACTICE FOR EACH PLANT TYPE AND SOIL CONDITION.
  - ALL NON-SHRUB AREAS MUST BE FINISHED WITH LOCALLY GROWN SOD OF A VARIETY PRODUCING FINE TURFGRASS SUITABLE OF THIS LOCATION.
  - PLANTING LOCATIONS SHOWN ARE GRAPHICAL REPRESENTATIONS ONLY.
  - HARDWOOD MULCH IN ALL BEDS.

PLANT LEGEND				
KEY	COMMON NAME	BOTANICAL NAME	SIZE (GALLON)	MIN QUANTITY
P-1	BURFORD HOLLY	Ilex cornuta	7	3'
P-2	SOUTHERN LIVE OAK	Quercus virginiana	30	N/A
P-3	DAY LILY	Hemerocallis 'Purple D'oro	3 GAL	15'
P-4	BUTTERFLY IRIS	Diets grandiflora	3 GAL	2'
P-5	MARSH FERN	Thelypteris kunthii	3 GAL	1'
P-6	ST AUGUSTINE	Stenotaphrum secundatum	N/A	N/A
P-7	ASIAN JASMINE	Trachelospermum Asiaticum	N/A	N/A



OWNER:  
VINTAGE DESIGN GROUP  
417 LAKE STREET  
SHREVEPORT, LA 71101  
TEL: 318-990-9029  
www.VintageDesignGroup.com

PROJECT:  
SOUTHERN SMOKE  
1023 PROVENANCE PL. BLVD.  
SHREVEPORT, LA

DATE: 01/18/21  
SCALE: AS NOTED  
REVISIONS:

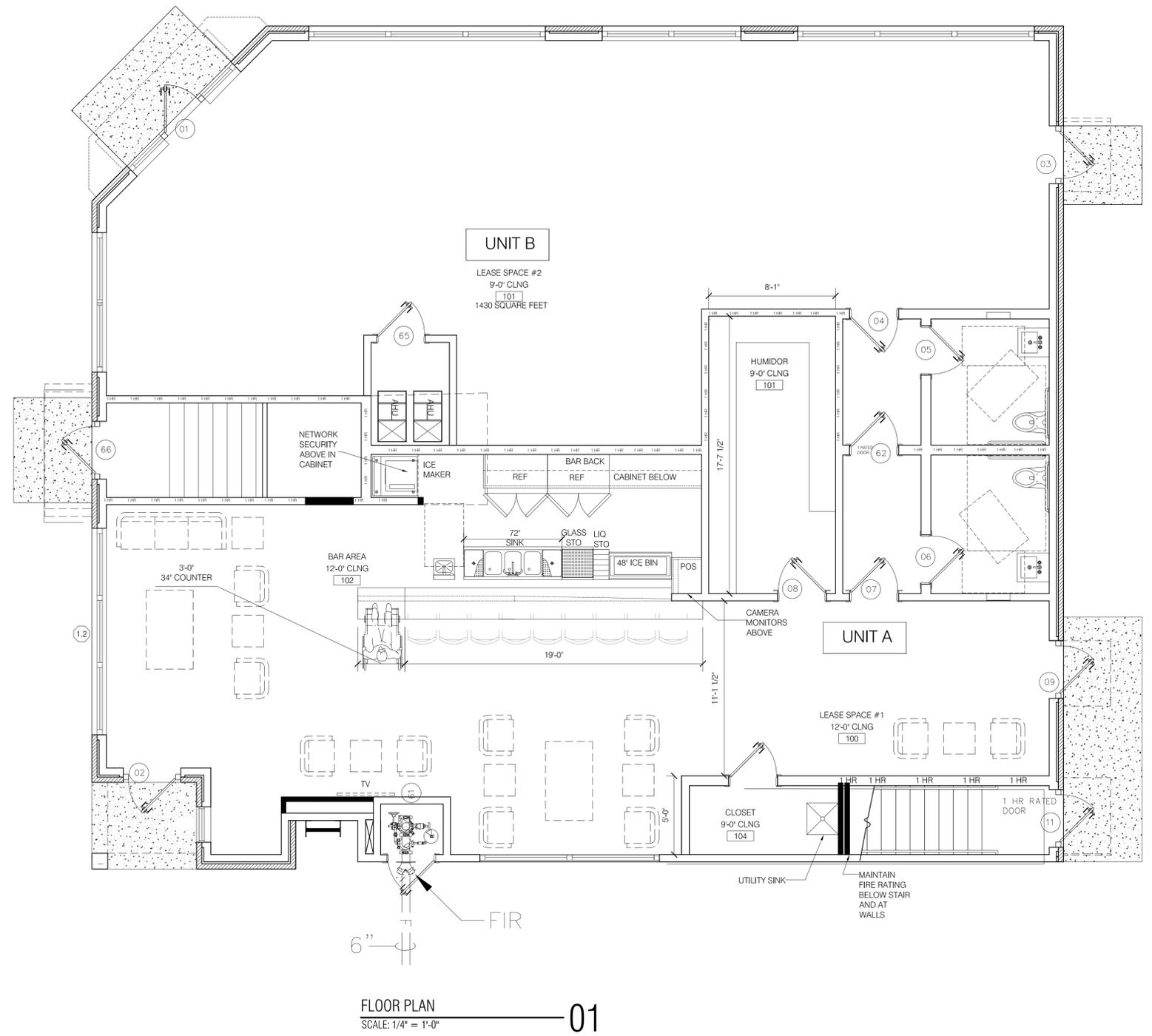
PROPOSED  
SITE PLAN &  
IRRIGATION

A-001



1/26/2021

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FLOOR PLAN  
SCALE: 1/4" = 1'-0" 01



OWNER:  
MATTHEW ST. AMANT  
211 TEXAS STREET  
SHREVEPORT, LA

VINTAGE DESIGN GROUP  
417 LAKE STREET  
SHREVEPORT, LA 71101  
TEL: 318-990-9029  
www.VintageDesignGroup.com

Project:  
SOUTHERN SMOKE  
1031 PROVENANCE PL., BLVD.  
SHREVEPORT, LA

Date	MONTH	YEAR	Scale	AS NOTED
Revisions:				

PROPOSED  
FLOOR PLAN

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A-100

June 28, 2022

To: Metropolitan Planning Commission

Re: Security Plan  
1031 Provenance Place Blvd Shreveport, LA 71106

Each outside door will have a deadbolt lock on it as well have an alarm sensor. We plan to use ADT Security to monitor the alarm at this location. There will be lighting on the exterior of the building, which will light all outside doors to the building. We plan to install cameras on each of the four corners of the building to monitor the outside perimeter. We also plan to install cameras inside the building to monitor as well.



Matthew St. Amant

**Inspection Report**

Inspection Date: 6/27/2022 9:47:00 AM

**COMPLETE****MATTHEW ST AMANT should contact Shreveport at (318) 673-6100 for further information.**

Permit Number	Work Order Number	Inspection Number
22-447-COC	18144011	14030254
Jurisdiction	Inspection Type	Inspector
Shreveport	Liquor Measurement Inspection	Robert Peace
Customer	Address	Phone
MATTHEW ST AMANT	1031 PROVIDENCE PL BLVD, SHREVEPORT 71106	(318) 560-7417
Scheduled	Completed	Uploaded
6/27/2022 8:00:00 AM	6/27/2022 9:47:00 AM	6/27/2022 9:47:48 AM

**Details**

NO PROHIBITED ESTABLISHMENTS WITHIN 300 FT

You can download this report or request additional inspections at [www.MyGovernmentOnline.org](http://www.MyGovernmentOnline.org).

For software assistance please call 866.957.3764.

For questions about this inspection please contact your jurisdiction

OBJECTID	GEOGNO	OWNER
40083575	161320012000400	Red River Bank
40085024	161320020020900	Miller, Debra Jean
40085343	161320025022800	Ditt, Hannah M
40085802	161320030000100	Provenance Development Company, Llc
40088854	161320065100100	Provenance Development Company Llc
40091695	161320000018100	Provenance Development Company Llc
40092412	161320065100000	Provenance Development Company Llc
40093304	161320020020400	Carlisle, Dayton Chester
40094033	161320065000200	Provenance Development Company Llc
40098592	161320020020500	Beard, Ceceilia Ann
40099603	161320038035400	Jcm Company Llc
40100250	161320020020700	Jcm Company, Llc
40107901	161320009010700	Gilreath, Garnett Lamar Jr And
40116431	161320025022500	Boles, Suan Harris
40116495	161320038035600	Coleman, Kelli Meredith
40116904	161320020020600	Jcm Company Llc
40119935	161320050001000	Lewis, Hailey Lauren
40122949	161320009010400	Austin, Jeffrey M.
40123481	161320012000200	Provenance Lot 2 Llc
40123558	161320050100100	Provenance Development Company, L.L.C.
40126526	161320013200400	Provenance Development Company, L.L.C.
40127908	161320009010200	Kovvali, Venkata R. And
40129165		
40129655	161320012000100	Windrush Village, L.L.C.
40131924	161320048000200	Gary, William Lee Iii
40132586	161320048000100	Corbett, Erin Kelly
40132938	161320025022400	Elrod, Janet Keri
40136792	161320013014200	Wilmore, Megan Elizabeth
40138479	161320025023000	Cummings, Earl D Iv And
40142209	161320038035800	Vintage Realty Company, Llc
40148075	161320013014100	Jcm Company Llc
40149249	161320009010300	Khoury, Paul Gregory And
40150225	161320020020300	Provenance Realty Group, Llc
40152011	161320050000800	Martinez, Nannette Lynne
40154428	161320038035300	Dorsett Properties, Lp
40159664	161320000018000	Provenance Development Company Llc
40162766	161320038035500	Blanchard, Robin Preaus
40167417	161320038035700	Williams, Susan
40171414	161320060000100	Bridgewater 5 Llc
40174177		
40174183	161320020021000	Jcm Company, L.L.C.
40174866	161320032000100	Childs, Kamarie L And
40181131	161320050001100	Dixon, Thomas And Anne Dixon
40181809	161320050100000	Provenance Development Company, L.L.C.
40182117	161320009010100	Talbert, Elaine Taylor
40182652	161320000008800	Camelot Investment Corporation
40185764	161320025022900	Maxwell, Ashley Lauren
40188575	161320050000900	Fanning, Wendell Leon And
40189156	161320025022700	Edwards, William J. & Rebecca A. Edwards
40189324	161320013014700	J-Dog, Llc
40192041	161320025022600	Fisher, Howard Kirkland And
40194268	161320025022300	Moran, Janie Ebey Debronne
40196411	161320013014400	Phares, Angela M.
40197359	161320012000500	Provenance Development Company Llc
40197968	161320009010800	Goorley, Richard Carl And
40201802	161320013014300	Beason, Gregory N. And
40201857	161320009100000	Provenance Development Company, L.L.C.
40205520		
40213399	161320013014600	Rudnicki, Carrie
40213816	161320020020800	Williams, Wendy Renee
40217428	161320065000100	Rpovenance Development Company Llc

## PROP\_ADDRESS

1020 Bridgewater  
 1992 Bridgewater  
 1929 Woodberry  
 1955 Woodberry

1972 Bridgewater

1976 Bridgewater  
 1938 Chestnut Park  
 1984 Bridgewater  
 2003 Princewood  
 1923 Woodberry  
 1930 Chestnut Park  
 1980 Bridgewater  
 2009 Woodberry  
 1914 Woodberry Ave  
 Chest Nut Park

None  
 1918 Woodberry Ave

1023 Provenance PI Blvd  
 2012 Fairwoods  
 2008 Fairwoods  
 1921 Woodberry  
 1924 Woodberry Ave  
 1933 Woodberry  
 1922 Chestnut Park  
 1922 Woodberry Ave  
 1916 Woodberry Ave  
 1968 Bridgewater  
 2017 Woodberry  
 1942 Chestnut Park

1934 Chestnut Park  
 1926 Chestnut Park

1996 Bridgewater  
 2006 Woodberry  
 2005 Woodberry

1920 Woodberry Ave  
 Southern  
 1931 Woodberry  
 2013 Woodberry  
 1927 Woodberry  
 1934 Woodberry Ave  
 1925 Woodberry  
 1919 Woodberry  
 1928 Woodberry Ave

2007 Princewood  
 1926 Woodberry Ave  
 None

1932 Woodberry Ave  
 1988 Bridgewater

**MAIL\_ADDRESS**

P O Box 12550 Alexandria, La 71315-2550  
 1992 Bridgewater Ave Shreveport La 71106  
 1929 Woodberry Av Shreveport La 71106  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 330 Marshall At Ste 200 Shreveport La 71101-3015  
 330 Marshall St. Ste 200 Shreveport La 71101-3015  
 1972 Bridgewater Avenue Shreveport La 71106  
 330 Marshall St. Ste 200 Shreveport La 71101-3015  
 1976 Bridgewater Avenue Shreveport La 71106  
 8658 Business Park Dr Ste 100 Shreveport La 71105  
 8658 Business Park Dr Ste 100 Shreveport La 71105  
 2003 Princewood Ln Shreveport La 71106  
 1923 Woodberry Ave Shreveport La 71106  
 1930 Chestnut Park Lane Shreveport La 71106  
 8658 Business Park Dr Ste 100 Shreveport La 71105  
 2009 Woodberry Ave Shreveport La 71106  
 1914 Woodberry Ave Shreveport La 71106-8550  
 831 Ontario St Shreveport La 71106  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 333 Texas St Ste 2020 Shreveport La 71101-3680  
 1918 Woodberry Ave Shreveport La 71106-8550  
  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 2012 Fairwoods Drive Shreveport La 71106  
 2008 Fairwoods Drive Shreveport La 71106  
 1921 Woodberry Ave Shreveport La 71106  
 1924 Woodberry Ave Shreveport La 71106  
 1933 Woodberry Ave Shreveport La 71106  
 330 Marshall St Ste 200 Shreveport La 71101  
 8658 Business Park Dr Ste 100 Shreveport La 71105  
 2103 Woodsong Lane Shreveport La 71106  
 1968 Bridgewater Ave Shreveport La 71106  
 2017 Woodberry Ave Shreveport La 71106  
 220 Travis St Ste 501 Shreveport La 71101  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 1934 Chestnut Park Ln Shreveport La 71106  
 1926 Chestnut Park Ln Shreveport La 71106  
 330 Marshal St Ste 200 Shreveport La 71101  
  
 8658 Business Park Dr Ste 1210 Shreveport La 71105  
 2006 Woodberry Ave Shreveport La 71106  
 2005 Woodberry Ave Shreveport La 71106  
 330 Marshall St Ste 200 Shreveport La 71101-3015  
 1920 Woodberry Ave Shreveport La 71106-8550  
 400 Travis St Ste 1510 Shreveport La 71101-3126  
 1931 Woodberry Avenue Shreveport La 71106  
 2013 Woodberry Ave Shreveport La 71106  
 1927 Woodberry Avenue Shreveport La 71106  
 12010 Ashland Way Shreveport La 71106  
 1925 Woodberry Ave Shreveport La 71106  
 1919 Woodberry Ave Shreveport La 71106  
 1928 Woodberry Ave Shreveport La 71106  
 333 Texas St Ste 2020 Shreveport La 71101-3680  
 2007 Princewood Ln Shreveport La 71106  
 1926 Woodberry Ave Shreveport La 71106  
 333 Texas St Ste 2020 Shreveport La 71101-3680  
  
 1932 Woodberry Av Shreveport La 71106  
 1988 Bridgewater Ave Shreveport La 71106  
 330 Marshall St Ste 200 Shreveport La 71101-3015

**LEGAL\_DESC**

Lot 4, Provenance Commercial Area Block A, 161320-12-4  
 Lot 209, Provenance Phase I - Unit C, 161320-20-209  
 Lot 228, Provenance Phase I - Unit F, 161320-25-228  
 0.548 Ac. M/L - Lot 1, Provenance Phase I - Unit G, 161320-30  
 0.045 Ac. M/L - Lot 1001, Provenance - Windrush Village Ph  
 5.474 Ac. M/L- A Tr. Of Land In S/2 Of Sw/4 Of Sec. 20(16-1  
 1.47 Ac. M/L - Lot 1000, Provenance - Windrush Village Ph I  
 Lot 204, Provenance Phase I - Unit C, 161320-20-204  
 0.098 Ac. M/L - Lot 2, Provenance - Windrush Village Ph. li -  
 Lot 205, Provenance Phase I - Unit C, 161320-20-205  
 Lot 354, Provenance Phase li - Unit E, 161320-38-354  
 Lot 207, Provenance Phase I - Unit C, 161320-20-207  
 Lot 107, Provenance Phase I - Unit A, 161320-9-107  
 Lot 225, Provenance Phase I - Unit F, 161320-25-225  
 Lot 356, Provenance Phase li - Unit E, 161320-38-356  
 Lot 206, Provenance Phase I - Unit C, 161320-20-206  
 0.079 Ac. M/L- Lot 10, Provenance Phase li-Unit F, 161320-C  
 Lot 104, Provenance Phase I - Unit A, 161320-9-104  
 Lot 2, Provenance Commercial Area Block A, 161320-12-2  
 0.040 Ac. M/L- Lot 1001, Provenance Phase li-Unit F, 161320  
 Lot 2004, Provenance Phase I - Unit B, 161320-13-2004  
 Lot 102, Provenance Phase I - Unit A, 161320-9-102

Lot 1, Provenance Commercial Area Block A, 161320-12-1  
 0.136 Ac. M/L- Lot 2, Provenance Phase 1- Unit E-1, 161320-  
 0.132 Ac. M/L- Lot 1, Provenance Phase 1-Unit E-1 161320-4  
 Lot 224, Provenance Phase I - Unit F, 161320-25-224  
 Lot 142, Provenance Phase I - Unit B, 161320-13-142  
 Lot 230, Provenance Phase I - Unit F, 161320-25-230  
 Lot 358, Provenance Phase li - Unit E, 161320-38-358  
 Lot 141, Provenance Phase I - Unit B, 161320-13-141  
 Lot 103, Provenance Phase I - Unit A, 161320-9-103  
 Lot 203, Provenance Phase I - Unit C, 161320-20-203  
 0.079 Ac. M/L- Lot 8, Provenance Phase li-Unit F, 161320-05  
 Lot 353, Provenance Phase li - Unit E, 161320-38-353  
 4.903 Ac. M/L- A Tr. Of Land In S/2 Of Sw/4 Of Sec. 20(16-1  
 Lot 355, Provenance Phase li - Unit E, 161320-38-355  
 Lot 357, Provenance Phase li - Unit E, 161320-38-357  
 0.23 Ac. M/L- Lot 1, Provenance Commercial Area Block A-L

Lot 210, Provenance Phase I - Unit C, 161320-20-210  
 Lot 1, Provenance Phase li - Unit B-1, 161320-32-1  
 0.121 Ac. M/L- Lot 11, Provenance Phase li-Unit F, 161320-0  
 0.275 Ac. M/L- Lot 1000, Provenance Phase li-Unit F, 16132  
 Lot 101, Provenance Phase I - Unit A, 161320-9-101  
 15.91 Ac. - All That Part Of The Sw/4 Of Sec.20(16-13), Lying  
 Lot 229, Provenance Phase I - Unit F, 161320-25-229  
 0.079 Ac. M/L- Lot 9, Provenance Phase li-Unit F, 161320-05  
 Lot 227, Provenance Phase I - Unit F, 161320-25-227  
 Lot 147, Provenance Phase I - Unit B, 161320-13-147  
 Lot 226, Provenance Phase I - Unit F, 161320-25-226  
 Lot 223, Provenance Phase I - Unit F, 161320-25-223  
 Lot 144, Provenance Phase I - Unit B, 161320-13-144  
 1.40 Ac. M/L- Lot 1000, Provenance Commercial Area, Block  
 Lot 108, Provenance Phase I - Unit A, 161320-9-108  
 Lot 143, Provenance Phase I - Unit B, 161320-13-143  
 Lot 1000, Provenance Phase I - Unit A, 161320-9-1000

Lot 146, Provenance Phase I - Unit B, 161320-13-146  
 Lot 208, Provenance Phase I - Unit C, 161320-20-208  
 0.28 Ac. M/L- Lot 1, Provenance - Windrush Village Ph. li - L

	TWNTAX	MPROVED_VALUE	LAND_VALUE	DIC
Shreveport		231626	5250	N
Shreveport		20736	2940	N
Shreveport		23655	2178	N
Shreveport		92597	4627	N
Shreveport		0	2032	
Shreveport		0	68	
Shreveport		0	65204	
Shreveport		21129	2940	N
Shreveport		0	4338	
Shreveport		21751	2940	N
Shreveport		22420	2178	N
Shreveport		22704	4678	N
Shreveport		41472	4901	N
Shreveport		20787	2178	N
Shreveport		28761	2178	N
Shreveport		20684	4678	N
Shreveport		33586	5005	N
Shreveport		24833	2475	N
Shreveport		0	16543	N
Shreveport		0	91	N
Shreveport		0	55	N
Shreveport		20616	2475	N
Shreveport		168694	17683	N
Shreveport		35762	5462	N
Shreveport		36151	5881	N
Shreveport		20262	2178	N
Shreveport		23373	2475	N
Shreveport		35199	2785	N
Shreveport		27587	4747	N
Shreveport		25294	2475	N
Shreveport		21869	2475	N
Shreveport		20788	4932	N
Shreveport		36130	5005	N
Shreveport		23976	4455	N
Shreveport		0	61	
Shreveport		30438	2178	N
Shreveport		26994	2178	N
Shreveport		0	6082	N
Shreveport		25875	4419	N
Shreveport		60194	10146	N
Shreveport		33324	6050	N
Shreveport		0	231	N
Shreveport		25289	2475	N
Caddo Parish		0	198	N
Shreveport		21860	2178	N
Shreveport		34329	5005	N
Shreveport		23212	3465	N
Shreveport		21893	2673	N
Shreveport		22185	3465	N
Shreveport		22517	3166	N
Shreveport		19843	2475	N
Shreveport		11967	37020	N
Shreveport		28246	4901	N
Shreveport		24669	2475	N
Shreveport		0	1089	N
Shreveport		19877	2475	N
Shreveport		17631	2940	N
Shreveport		0	12515	

<b>SHAPE.STArea()</b>	<b>SHAPE.STLength()</b>
8649.010498	372.3014082
1924.092285	222.3986323
2043.392578	233.5213591
23728.5249	628.2034861
2001.676514	176.8065252
242264.1295	2149.314325
64248.28748	1873.693948
1924.099731	222.3994161
4275.236938	277.8798068
1924.098877	222.3996239
2030.003052	232.2886142
3173.425659	250.2347218
5474.873535	326.4418898
2043.41626	233.5223685
2030.004639	232.2876576
3173.41626	250.2347468
3430.876221	266.2228278
2985.683105	289.6907987
4824.019165	273.271966
1742.52478	212.0207577
884.6687012	235.8840894
2991.509277	289.7866333
17741.00439	587.5611793
29129.96863	844.6418277
6052.87146	341.4040064
5903.290039	330.1780404
2043.375854	233.521007
2999.992554	289.9991779
3245.432983	250.5426728
3786.515869	261.0288204
2999.972168	289.9988677
3013.323242	290.1509361
2994.319702	248.229035
3426.047974	265.9287855
4237.293335	278.9025815
209907.4235	2051.962675
2031.000854	232.3089487
2029.460205	232.2762584
10006.12744	483.2223197
16572.78894	553.7578047
3210.373047	247.3065928
8956.97168	382.0303971
5260.176636	299.4890577
14257.77795	1040.178938
3004.086304	290.0320414
692306.126	4198.128081
2043.409668	233.52174
3428.315063	266.0667437
3370.178223	261.3584385
2975.00293	286.1794021
3370.18811	261.359067
3387.068604	255.2835911
3000.000854	289.9998417
69000.02319	1931.895538
5521.322021	327.3919263
2999.959106	289.9988676
210479.1383	2152.948759
8185.330322	439.2348843
2999.996338	289.9994609
1924.092041	222.3988827
12321.70325	447.2835439

40219296 161320013014500 Wilder, William Mitchell

1930 Woodberry

1930 Woodberry Ave Shreveport La 71106

Lot 145, Provenance Phase I - Unit B, 161320-13-145

Shreveport

20732

2475 N

3000.000488

289.9998064



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

**DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY**

Date: \_\_\_\_\_ Planner: \_\_\_\_\_ Case No: \_\_\_\_\_ Application Fee: \_\_\_\_\_

**1. PROPERTY INFORMATION**

Project Name: <u>Southern Smoke Cigars LLC</u>		Associated Case:
Project Address/Location: <u>1031 Provenance Place Blvd Suite A Shreveport, LA 71106</u>		
Current Zoning District: <u>B-2 Pvd</u>	Proposed Zoning District (if applicable): <u>B-2 Pvd</u>	Parcel Number(s): <u>2</u>

**2. CASE TYPE**

<input type="checkbox"/> Zoning Map Amendment (Rezoning)	<input type="checkbox"/> Planned Unit Development (PUD)	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment
<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan	<input type="checkbox"/> Site Plan Approval
<input type="checkbox"/> Preliminary & Final Plat (7 or more lots)	<input type="checkbox"/> PUD Site Plan (Administrative)	<input type="checkbox"/> Site Plan Revision
<input type="checkbox"/> Final Plat (Less than 7 lots)	<input checked="" type="checkbox"/> Small Planned Unit Development (SPUD)	<input type="checkbox"/> Site Plan Modification
<input type="checkbox"/> Re-Plat	<input type="checkbox"/> Zoning Map Amendment and Site Plan	<input type="checkbox"/> Other: _____

**3. PARCEL DESCRIPTION**

(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)

Lot 2 Provenance Area Block A

**4. GENERAL LOCATION OF PROPERTY**

(street address and/or frontage, and distance to cross street)

1031 Provenance Place Blvd Suite A Shreveport, LA 71106  
Suburban retail village on Southern Loop, Windeush Village Marketplace is located within Provenance - a Traditional Neighborhood Development. Provenance is located east of the I-49 Southern Loop Interchange.

**5. PROPOSED USE OF THE PROPERTY**

Single-Family Residential    Multi-Family Residential    Mixed-Use    Townhouse Residential    Duplex Residential    Commercial    Industrial

Provide a brief explanation, attach additional sheets, if necessary  
Reason for request is to operate a bar inside cigar lounge.



UDC City of Shreveport  
Revised August 21, 2020

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

<b>Current Zoning District(s):</b> R-2 PUD <b>Proposed Zoning District(s):</b> R-2 PUD		<b>Proposed Building Use(s):</b> Cigar Lounge with bar	
<b>If more than one district, provide the acreage of each:</b> n/a		<b>Existing Building(s) sq. ft. gross:</b> n/a	
<b>Special Purpose Overlay District (if applicable):</b> n/a		<b>Proposed Building(s) sq. ft. gross:</b> 1,072	
<b>Total Site Acres:</b> 0.2 acres		<b>Total sq. ft. gross (existing &amp; proposed):</b> 10,154	
<b>Off-Street Parking Required:</b> 2		<b>Proposed height of building(s):</b> 40 <b>Number of stories:</b> 1	
<b>Off-Street Parking Provided:</b> 6		<b>Ceiling height of First Floor:</b> 9'-0"	
<b>Lot Area (square footage):</b> 8783 sq ft		<b>Lot Coverage (Total Area in square feet):</b>	
<b>Lot Coverage Percentage of Total Lot Area:</b>			
<b>Existing Impervious Surface:</b> acres/square feet		<b>Hazard Flood Area</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Proposed Impervious Surface:</b> acres/square feet		<b>Red River</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Cross Lake Watershed</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Wetlands</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

**IMPORTANT  
 NOTE ABOUT  
 PROJECT  
 CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. All contact for this project will be made through the applicant listed below.

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** ALL property owners must sign. All property owners must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.

**APPLICANT CONTACT INFORMATION:**

Name: Jason Cram Company: Vintage Design Group Check if Primary Contact   
 E-mail: jcram@vdg.llc Phone: 318-990-9029 Fax: \_\_\_\_\_  
 Address: 417 Lake St City: Shreveport State: LA Zip: 71104

**ARCHITECT CONTACT INFORMATION:**

Name: Jason Cram Company: Vintage Design Group Check if Primary Contact   
 E-mail: jcram@vdg.llc Phone: 318-990-9029 Fax: \_\_\_\_\_  
 Address: 417 Lake St City: Shreveport State: LA Zip: 71104

**ENGINEER CONTACT INFORMATION:**

Name: n/a Company: n/a Check if Primary Contact   
 E-mail: n/a Phone: n/a Fax: n/a  
 Address: n/a City: n/a State: n/a Zip: n/a

**CURRENT PROPERTY OWNER CONTACT INFORMATION:**

Name: Matthew St. Amant Company: n/a Check if Primary Contact   
 E-mail: mattstamant@yahoo.com Phone: 318-208-8709 Fax: \_\_\_\_\_  
 Address: 855 Pierremont Rd Suite 140 City: Shreveport State: LA Zip: \_\_\_\_\_  
 Designee Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

\_\_\_\_ I will represent the application myself; OR \_\_\_\_ I hereby designate \_\_\_\_\_ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

AS [Signature] \_\_\_\_\_ 6/20/22 \_\_\_\_\_  
 Property Owner Signature Date Applicant Signature Date

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 22190**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, September 7, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 22-150-C SMALL PLANNED UNIT DEVELOPMENT & SITE PLAN:** 1031 PROVENANCE PLACE BLVD. Application by Vintage Design Group for approval of a small planned unit development and site plan for a bar located on the SE corner of Provenance Place Blvd and Chestnut Park Ln., from R-2(PUD) to R-2(PUD), being more particularly described as LOT 2, PROVENANCE COMMERCIAL AREA BLOCK A, SECTION 20, T16N, R13W, CADDO PARISH, LOUISIANA.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED NORTH SIDE OF PINE HILL ROAD, APPROXIMATELY FIVE HUNDRED AND SEVENTY FEET EAST OF DEVEREAUX ROAD, SHREVEPORT, CADDO PARISH, LOUISIANA, **R-1-5 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO X R-3 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **R-1-5 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO X R-3 MULTI-FAMILY RESIDENTIAL ZONING DISTRICT**

A tract of land located in the Northwest Quarter of Section 4, Township 18 North, Range 14 West, Caddo Parish, Louisiana being more particularly described as follows:

Commencing at a found 2" iron pipe on the North Right-of-Way Line of Pine Hill Road, also being the Southwest corner of Lot 1, North Oak Estates Unit No. 1 as recorded in Book 1900, Page 51, Conveyance Records of Caddo Parish, Louisiana, thence North 01°00'56" East a distance of 381.91 feet to a found 1- 1/2" iron pipe, thence North 00°47'28" East a distance of 41.11 feet to the Point of Beginning of the tract herein described; Thence North 00°47'28" East a distance of 340.33 feet to a found 1-1/2" iron pipe; Thence South 89°40'32" East a distance of 384.70 feet to a found 1-1/2" iron pipe; Thence South 89°02'13" East a distance of 63.54 feet to a found 1/2" iron pipe; Thence South 21°22'14" East a distance of 365.97 feet; Thence North 89°38'01" West a distance of 586.30 feet to the Point of Beginning. Said tract herein described containing 4.042 acres, more or less. Section 4, T18N, R14W, Caddo Parish, Louisiana.

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

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

22-146-C  
Mohr and Associates, Inc.

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING SEPTEMBER 7, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, September 7, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Gabriel Balderas  
Chris Elberson  
Rachel Jackson  
Rose Wilson McCulloch  
Fred Moss, IV  
Bill Robertson  
Harold Sater  
Toni Thibeaux

**Staff Present**

Alan Clarke, Executive Director  
Adam Bailey, Community Planning & Design Manager  
Ben Koby, Planner  
Shari Culbert, Executive Assistant  
Alexis DeJohn, Planner  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator

**Members Absent**

None

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

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MRS. WILSON MCCULLOCH, seconded by MR. MOSS, to approve the minutes of the August 3, 2022 public hearing as submitted.**

**The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE**

**CONSENT AGENDA**

**PUBLIC HEARING**

**CASE NO. 22-146-C ZONING REQUEST**

Applicant: Mohr and Associates, Inc.  
Owner: PHD Global Enterprises, LLC  
Location: TBD North Market (North side of Pine Hill Rd., approx. 570' east of Devereaux Rd.)  
Existing Zoning: R-1-5  
Request: R-1-5 to R-3  
Proposed Use: Dwellings-Multi-family

**Representative &/or support:**

**Terrell Hall 3030 Duncan Dr. Shreveport, La. 71119**

**Mr. Hall with PhD Enterprises spoke in support of the application.**

*draft*

Justin Palmer – no address given

Mr. Palmer with PhD Enterprises spoke in support of the application.

Opposition: None

A motion was made by MR. MOSS, seconded by MS. JACKSON to recommend approval of the application.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE  
END OF PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS

A motion was made by MR. ROBERTSON, seconded by MRS. WILSON MCCULLOCH to allow the nominating committee report.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

Committee spokesperson MR. SATER listed the following positions: Bill Robertson – Vice Chair, Rose Wilson McCulloch – Secretary. These positions will be held until December 2022.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH to accept the positions.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

A report regarding the request to investigate possible fundamental conflicts will be presented soon.

MR. JORDAN gave a report on the Certificates of Occupancies to date.

Public Comments were made regarding concerns with a home on Rice Road by the following:  
Constance Green 4475 Rice Road Shreveport, La. 71119  
Richard Friday 4645 Rice Road Shreveport, La. 71119

CHAIR/BOARD MEMBER'S COMMENTS

None

ADJOURN 3:56 p.m.

---

Winzer Andrews, Chair

---

Secretary

## STAFF REPORT – CITY OF SHREVEPORT

SEPTEMBER 7, 2022

**AGENDA ITEM NUMBER: 6**

**MPC Staff Member:** Benjamin Kobay

**City Council District:** A/Tabatha Taylor

**Parish Commission District:** 2/Lyndon B. Johnson

**CASE NUMBER 22-146-C: ZONING REQUEST**

**APPLICANT:** MOHR AND ASSOCIATES, INC.  
**OWNER:** PHD Global Enterprises, LLC.  
**LOCATION:** North side of Pine Hill Rd., approx. 570' east of Devereaux Rd.  
**EXISTING ZONING:** R-1-5  
**REQUEST:** R-3  
**PROPOSED USE:** Dwellings- Multi-Family

---

**DESCRIPTION:** The applicant is requesting to rezone a vacant 4.042 acre tract of land from single-family residential (R-1-5) to mid-rise multi-family residential (R-3). The property directly north is zoned multi-family (R-3). The property to the south of this tract is part of the currently existing lot of record and is zoned single-family residential (R-1-5). The property to the northwest is zoned corridor commercial (C-2). The property to the east is zoned multi-family residential (R-3). The property to the west is zoned single-family residential (R-1-7).

There is one case associated with this property: approved rezoning from B-3 to R-4 single-family residential development (C-103-82). Nearby relevant cases include: approved rezoning from B-2-E to R-3-E for apartments and day care facilities (C-92-05); approved rezoning from B-3 to R-3 for apartments (C-57-75); approved rezoning from R-1 to R-3 for apartments (C-26-84); approved rezoning from B-2 to R-3 for Multifamily residential (C-34-00)

Nearby neighborhoods include: North Highland and Wilton Place.

---

**REMARKS:** As stated in Article 4.2 of the Unified Development Code (UDC), R-3 is defined as *"The R-3 Multi-Family Residential Zoning District is intended to provide for an environment of various dwelling types, including single-family detached and attached, two-family, townhouse, and multi-family dwellings, including low-rise and mid-rise developments. Limited non-residential uses that are compatible with surrounding residential neighborhoods may be permitted."* The permitted by right uses in R-3 zoning district include *Agriculture, Bus Transfer Station, Community Center, Community Garden, Day Care Home, Dwelling – Age-Restricted Housing, Dwelling - Multi-Family, Dwelling – Townhouse, Dwelling - Single-Family Detached, Dwelling – Single-Family Attached, Dwelling - Two-Family, Educational Facility - Primary or Secondary, Group Home, Place of Worship, Public Park, Residential Care Facility, Single Room Occupancy, Soup Kitchen, Accessory, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications, Farmers' Market, Temporary Outdoor Events and Temporary Subdivision Sales Office.*

## STAFF REPORT – CITY OF SHREVEPORT

R-3 zoning is intended for dense, multi-family developments. Northeasterly, there are a considerable number of R-3 developments. The Future land use map designated targeted the area for residential low (single family). This would be a slight deviation from the master plan if the rezoning were to get approved, as this multi-family rezoning is slightly denser of a development outlined for this area by the Master Plan. However, the area has been developing more densely than what the master plan had in place for the vicinity. It is worth considering that this slight deviation from the Master Plan is not out of line with the existing area.

The applicant is already working to subdivide the southern portion of the property into a single-family residential subdivision.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on 8/3 at the Consortium Venue, 1925 N Market St at 6:00 pm. 5 neighbors attended the meeting. Those in attendance were curious and were generally positive towards the rezoning and apartment project. No concerns or complaints were raised at the meeting.

---

### STAFF

**ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that approval to rezone to R-3 is warranted.

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**PUBLIC ASSESSMENT:** Two people spoke in favor. There was no opposition.

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### MPC BOARD

**RECOMMENDATION:** The board voted 9 to 0 to recommend the application for approval.

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**22-146-C**

**C-1**

**R-1-7**

**R-3**

**R-3**

**C-2**

**R-1-7**

**R-1-5 to R-3**

**R-1-5**

**R-3**

**Pine Hill**

**R-A**

**500' NOTIFICATION AREA**

**R-A**

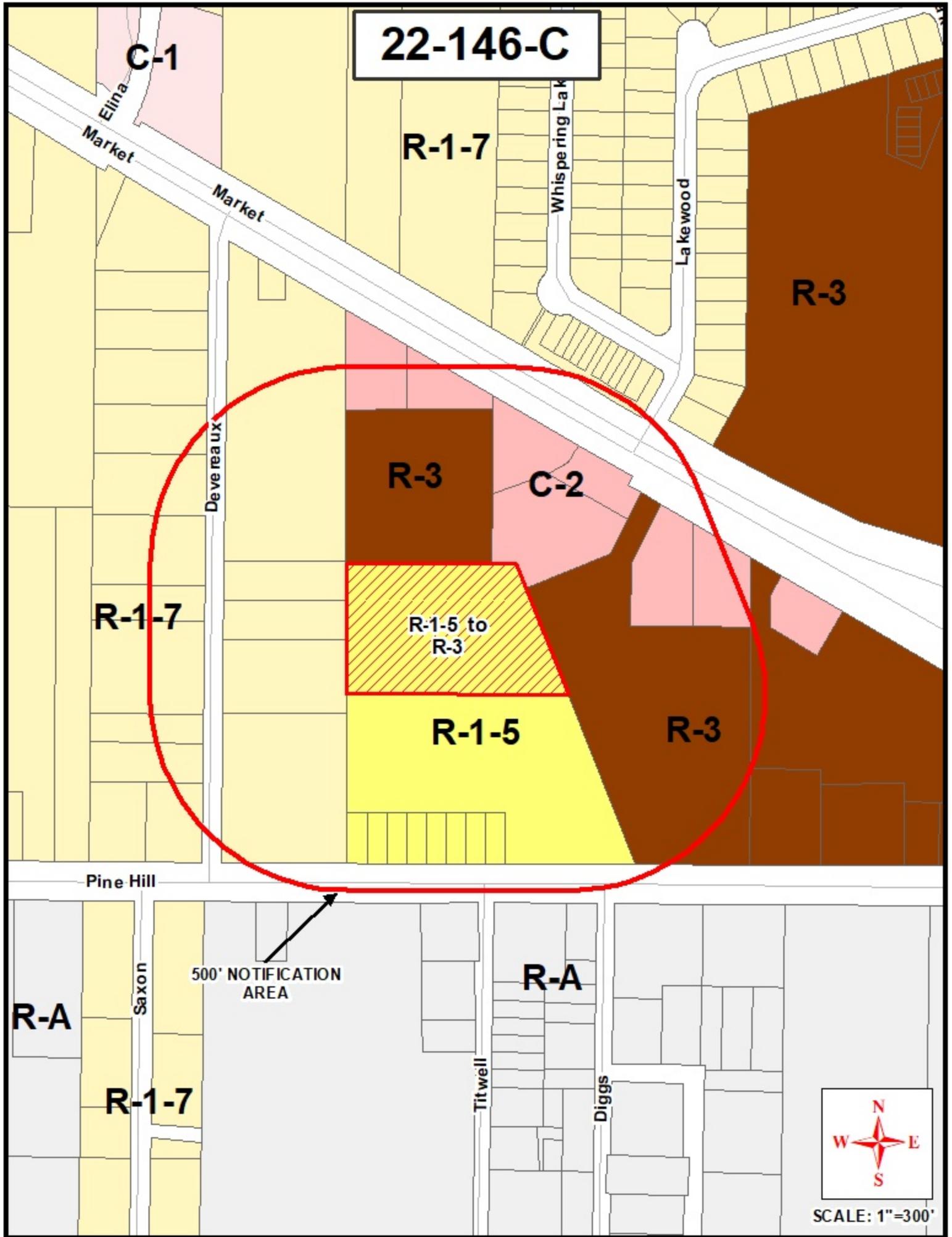
**R-1-7**

**Titwell**

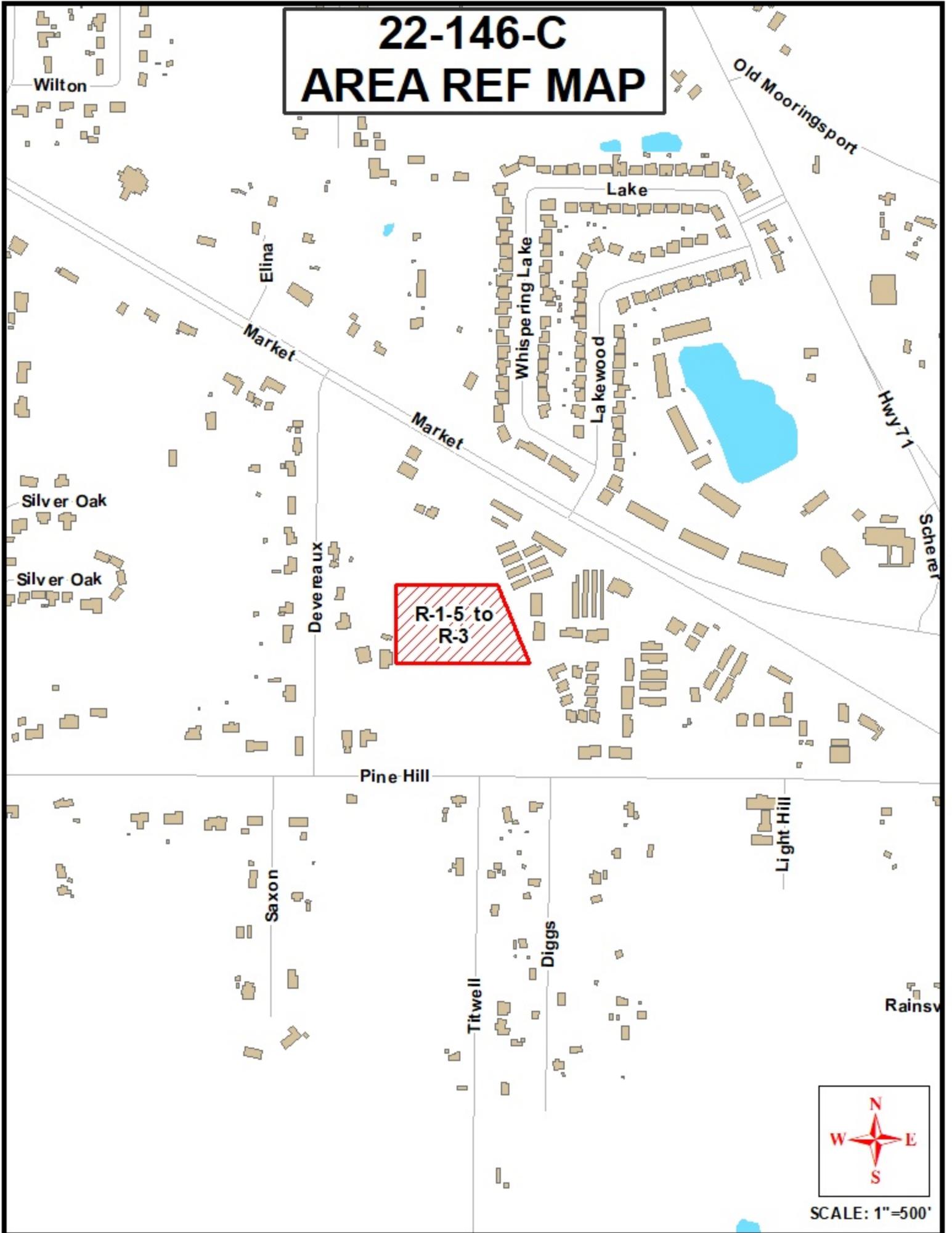
**Diggs**



**SCALE: 1"=300'**



# 22-146-C AREA REF MAP



SCALE: 1"=500'



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

29/08/2022



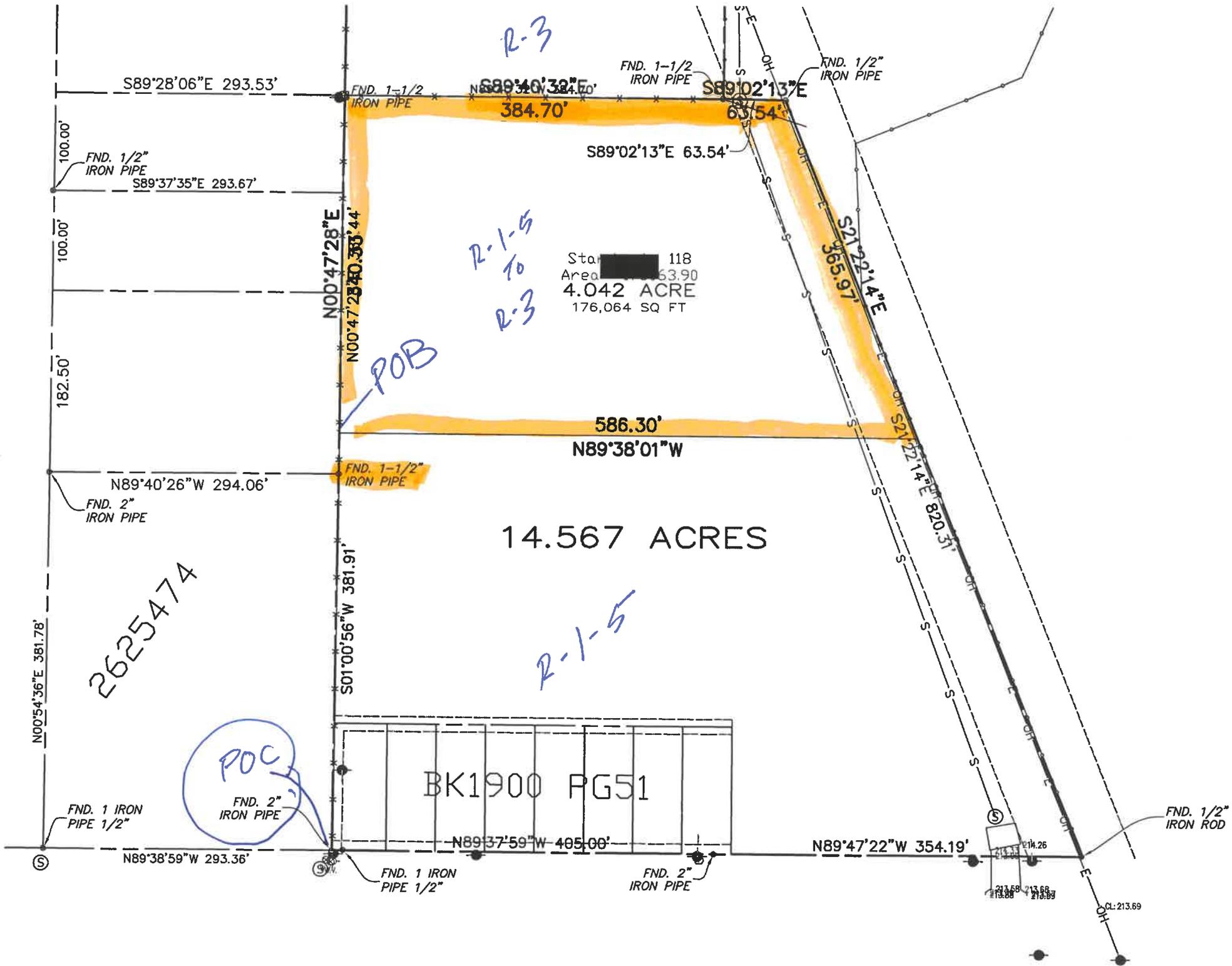
29/08/2022

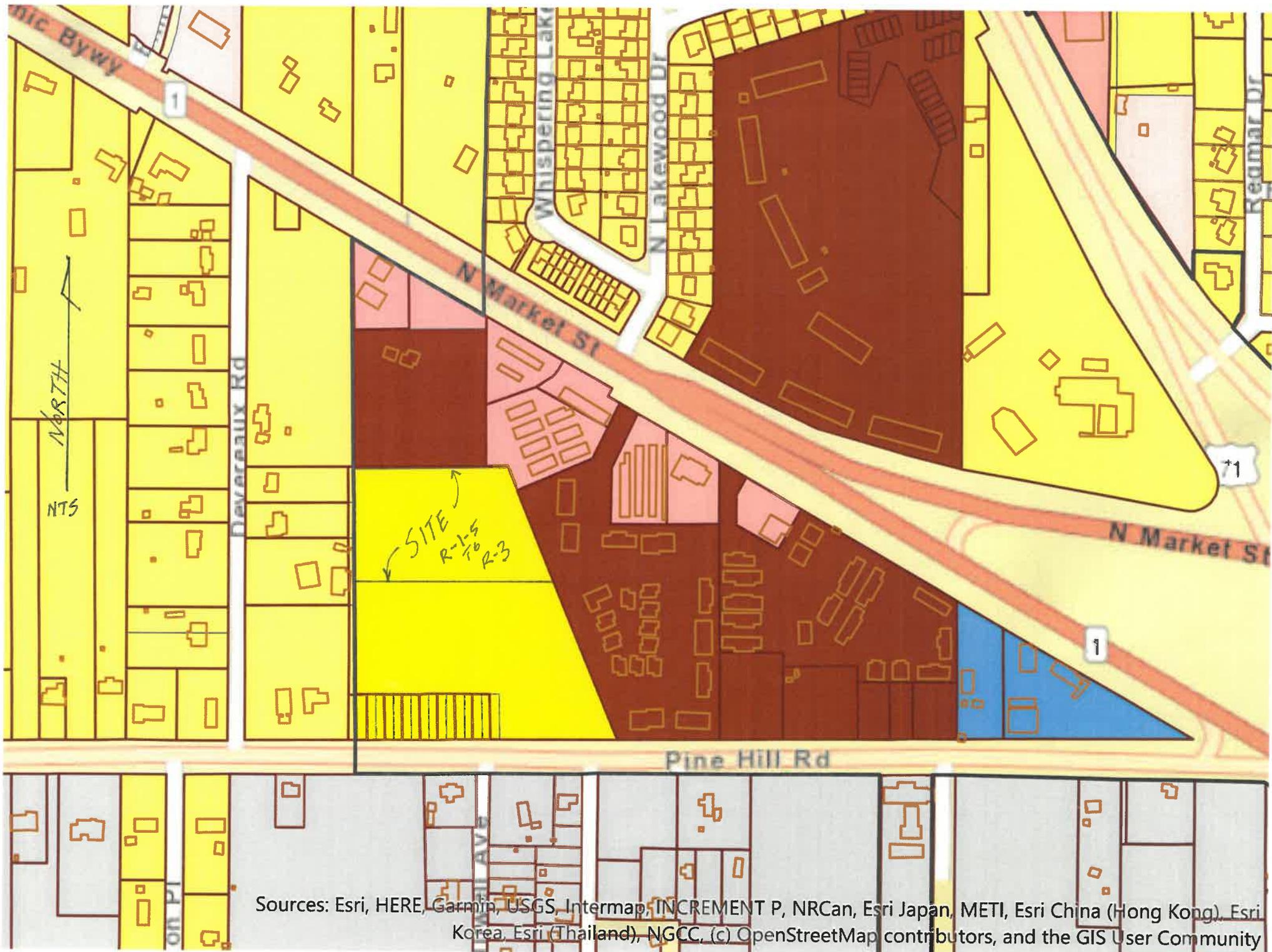


29/08/2022



DEAD  
END





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

**DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY**

Date: \_\_\_\_\_ Planner: \_\_\_\_\_ Case No: \_\_\_\_\_ Application Fee: \_\_\_\_\_

**1. PROPERTY INFORMATION**

**Project Name:** Toussaint on Market **Associated Case:** \_\_\_\_\_

**Project Address/Location:** TBD North Market Street

**Current Zoning District:** R-1-5 **Proposed Zoning District (if applicable):** R-3 **Parcel Number(s):** 181404-000-0227-00

**2. CASE TYPE**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) | <input type="checkbox"/> Planned Unit Development (PUD)                 | <input type="checkbox"/> Public Right-of-Way Closure and Abandonment |
| <input type="checkbox"/> Special Use Permit                         | <input type="checkbox"/> Zoning Map Amendment and Preliminary Site Plan | <input type="checkbox"/> Site Plan Approval                          |
| <input type="checkbox"/> Preliminary & Final Plat (7 or more lots)  | <input type="checkbox"/> PUD Site Plan (Administrative)                 | <input type="checkbox"/> Site Plan Revision                          |
| <input type="checkbox"/> Final Plat (Less than 7 lots)              | <input type="checkbox"/> Small Planned Unit Development (SPUD)          | <input type="checkbox"/> Site Plan Modification                      |
| <input type="checkbox"/> Re-Plat                                    | <input type="checkbox"/> Zoning Map Amendment and Site Plan             | <input type="checkbox"/> Other: _____                                |

**3. PARCEL DESCRIPTION**

*(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)*

See attached application for legal description

**4. GENERAL LOCATION OF PROPERTY**

*(street address and/or frontage, and distance to cross street)*

TBD North Market Street; tract between North Market Street and Pine Hill Road. Entrance will be about 720 feet +/- southeast of Devereaux Road

**5. PROPOSED USE OF THE PROPERTY**

- Single-Family Residential  Multi-Family Residential  Mixed-Use  Townhouse Residential  Duplex Residential  Commercial  Industrial

*Provide a brief explanation, attach additional sheets, if necessary*

144 unit, six building apartment complex

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): R-1-5 Proposed Zoning District(s): R-3		Proposed Building Use(s): Multi-Family Residential	
If more than one district, provide the acreage of each:		Existing Building(s) sq. ft. gross: n/a	
Special Purpose Overlay District (if applicable):		Proposed Building(s) sq. ft. gross: 12,900 each (6 buildings)	
Total Site Acres: 8.0		Total sq. ft. gross (existing & proposed): 77,400 +/-	
Off-Street Parking Required: 288		Proposed height of building(s): TBD Number of stories: 3	
Off-Street Parking Provided: 290		Ceiling height of First Floor: TBD	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage): 348,480		Lot Coverage (Total Area in square feet): 180,000 +/-	
Lot Coverage Percentage of Total Lot Area: 52			
9. STORMWATER INFORMATION			
Existing Impervious Surface: _____ acres/square feet		Hazard Flood Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Proposed Impervious Surface: 2.4 acres/square feet		Red River <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cross Lake Watershed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

**10. CONTACT INFORMATION**

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

**APPLICANT CONTACT INFORMATION:**

Check if Primary Contact

Name: Same as Engineer Contact listed below Company: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ARCHITECT CONTACT INFORMATION:**

Check if Primary Contact

Name: \_\_\_\_\_ Company: \_\_\_\_\_  
E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ENGINEER CONTACT INFORMATION:**

Check if Primary Contact

Name: J. Andrew Craig, PE, PLS Company: Mohr and Associates, Inc.  
E-mail: acraig@mohrandassoc.com Phone: 686-7190 Fax: 402-4400  
Address: 1324 North Hearne Avenue - Suite 31 City: Shreveport State: LA Zip: 71107-6529

**CURRENT PROPERTY OWNER CONTACT INFORMATION:**

Check if Primary Contact

Name: Rickey Terrell Hall & Justin Palmer, Members/Managers Company: PHD Global Enterprises, LLC  
E-mail: terrell@phd-enterprise.com Phone: 703-0679 Fax: \_\_\_\_\_  
Address: 4144 Curtis Lane City: Shreveport State: LA Zip: 71109  
Designee Contact Name: Terrell Hall Email Address: terrell@phd-enterprise.com Phone Number: 703-0679

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

I will represent the application myself; OR  I hereby designate Mohr and Associates, Inc. (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

**SEE ATTACHED FOR SIGNATURES**

\_\_\_\_\_  
Property Owner Signature Date Applicant Signature *Andrew Craig* Date *6-16-22*

**Property Owner and Authorization**

Name (*signature required below*) \_\_\_\_\_

Rickey Terrell Hall and Justin Palmer, Member/Managers \_\_\_\_\_

**Company Name**

PHD Global Enterprises, LLC \_\_\_\_\_

**Mailing address for all correspondence:**

4144 Curtis Lane \_\_\_\_\_

City Shreveport State LA Zip Code 71109

Telephone 703-0679 Fax \_\_\_\_\_ e-mail \_\_\_\_\_

Tax Assessor's Account Number: 181404-000-0227-00

Found on tax notice – example: 171413-057-0047-00

**Property Owner, check ONE of the following:**

\_\_\_\_\_ I will represent the application myself; OR xx I hereby designate Mohr and Associates, Inc. (*name of project representative*) to act in the capacity as my agent for submittal, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**Acknowledgement:**

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct.

Property Owner's Signature: R.T. Hall Date: 6-20-22  
Rickey Terrell Hall

Property Owner's Signature: Justin Palmer Date: 6-20-22  
Justin Palmer

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, September 7, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 22-146-C ZONING REQUEST:** TBD North Market. Application by Mohr and Associates, Inc. for approval to rezone property located on the North side of Pine Hill Rd., approx. 570' east of Devereaux Rd., from R-1-5 Single Family Residential Zoning District to R-3 Multi-Family Residential Zoning District, being more particularly described as A tract of land located in the Northwest Quarter of Section 4, Township 18 North, Range 14 West, Caddo Parish, Louisiana being more particularly described as follows: Commencing at a found 2" iron pipe on the North Right-of-Way Line of Pine Hill Road, also being the Southwest corner of Lot 1, North Oak Estates Unit No. 1 as recorded in Book 1900, Page 51, Conveyance Records of Caddo Parish, Louisiana, thence North 01°00'56" East a distance of 381.91 feet to a found 1- 1/2" iron pipe, thence North 00°47'28" East a distance of 41.11 feet to the Point of Beginning of the tract herein described; Thence North 00°47'28" East a distance of 340.33 feet to a found 1-1/2" iron pipe; Thence South 89°40'32" East a distance of 384.70 feet to a found 1-1/2" iron pipe; Thence South 89°02'13" East a distance of 63.54 feet to a found 1/2" iron pipe; Thence South 21°22'14" East a distance of 365.97 feet; Thence North 89°38'01" West a distance of 586.30 feet to the Point of Beginning. Said tract herein described containing 4.042 acres, more or less. Section 4, T18N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

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

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF SHREVEPORT UNIFIED DEVELOPMENT CODE, BY REZONING PROPERTY LOCATED EAST SIDE OF LEXINGTON AVENUE APPROXIMATELY ONE HUNDRED AND TEN FEET SOUTH OF PIERREMONT ROAD, SHREVEPORT, CADDO PARISH, LOUISIANA, **R-1-7 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT**, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

SECTION I: BE IT ORDAINED by the City Council of the City of Shreveport, Caddo Parish, LA, in due, legal and regular session convened, that the zoning classification of property located enter general location Shreveport, Caddo Parish, Louisiana, legally described below: be and the same is hereby changed **R-1-7 SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT**

LOTS 19 & 20, BLK G, SOUTHSIDE PARK ADDN, Section 24, T17N, R14W, Caddo Parish, Louisiana.

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

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

22-162-C  
Rhodes Realty

*draft*

**SHREVEPORT METROPOLITAN PLANNING COMMISSION OF CADDO PARISH  
SUMMARY MINUTES OF THE PUBLIC HEARING SEPTEMBER 7, 2022**

A regularly scheduled public hearing of the Shreveport Metropolitan Planning Commission of Caddo Parish was held on Wednesday, September 7, 2022 at 3:00 p.m. at Government Plaza Chamber, 505 Travis Street, Shreveport, Caddo Parish, LA. The members met in the MPC Conference Room prior to the hearing for case manager presentations.

**Members Present**

Winzer Andrews, Chair  
Gabriel Balderas  
Chris Elberson  
Rachel Jackson  
Rose Wilson McCulloch  
Fred Moss, IV  
Bill Robertson  
Harold Sater  
Toni Thibeaux

**Staff Present**

Alan Clarke, Executive Director  
Adam Bailey, Community Planning & Design Manager  
Ben Koby, Planner  
Shari Culbert, Executive Assistant  
Alexis DeJohn, Planner  
Stephen Jean, Deputy Director  
Reginald Jordan, Zoning Administrator

**Members Absent**

None

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

The meeting was called to order & the procedure for hearing the applications on today's agenda was explained. Speakers should speak clearly into the microphone & give their name & mailing address for further reference. Comments on any item not on the agenda will be limited to 3 minutes at the end of the public hearing. Any written comments that were submitted may be viewed in the public record files.

All decisions rendered by the Metropolitan Planning Commission are subject to appeal to the appropriate governing body, either the City Council or the Caddo Parish Commission. Appeals must be filed within 10 days from the date a decision is rendered by the Metropolitan Planning Commission.

**A motion was made by MRS. WILSON MCCULLOCH, seconded by MR. MOSS, to approve the minutes of the August 3, 2022 public hearing as submitted.**

**The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE**

**CONSENT AGENDA**

**PUBLIC HEARING**

**CASE NO. 22-162-C ZONING REQUEST**

Applicant: Rhodes Realty  
Owner: Bossier Village Lane Properties LLC  
Location: 0 Pierremont Road (East side of Lexington Ave; approx. 110' south of Pierremont Rd.)  
Existing Zoning: R-1-7  
Request: R-1-7 to C-1  
Proposed Use: Office Space and Above the Ground Floor Dwelling

**Representative &/or support:**

**Carlos Hartwell 6116 Wincanton Dr. Shreveport, La. 71129**

*draft*

Mr. Hartwell with Rhodes Realty spoke in favor of the application.

Jaqueline Scott 401 Hamilton Rd. Ste. 10 Bossier City, La. 71111

Ms. Scott spoke in support of the application. She explained the proposed use of the property.

Opposition: None

A motion was made by MRS. MCCULLOCH, seconded by MR. MOSS to recommend the application for approval.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

END OF PUBLIC HEARING

OLD BUSINESS

NEW BUSINESS

A motion was made by MR. ROBERTSON, seconded by MRS. WILSON MCCULLOCH to allow the nominating committee report.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

Committee spokesperson MR. SATER listed the following positions: Bill Robertson – Vice Chair, Rose Wilson McCulloch – Secretary. These positions will be held until December 2022.

A motion was made by MR. ELBERSON, seconded by MRS. WILSON MCCULLOCH to accept the positions.

The motion was adopted by the following 9-0 vote: Ayes: Messrs. ANDREWS, BALDERAS, ELBERSON, MOSS, ROBERTSON, & SATER and Meses. WILSON MCCULLOCH, JACKSON & THIBEAUX Nays: NONE. Absent: NONE

OTHER MATTERS TO BE REVIEWED BY THE COMMISSION

A report regarding the request to investigate possible fundamental conflicts will be presented soon.

MR. JORDAN gave a report on the Certificates of Occupancies to date.

Public Comments were made regarding concerns with a home on Rice Road by the following:

Constance Green 4475 Rice Road Shreveport, La. 71119

Richard Friday 4645 Rice Road Shreveport, La. 71119

CHAIR/BOARD MEMBER'S COMMENTS

None

**ADJOURN 3:56 p.m.**

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**Winzer Andrews, Chair**

---

**Secretary**

## STAFF REPORT – CITY OF SHREVEPORT

SEPTEMBER 7, 2022

**AGENDA ITEM NUMBER: 8**  
**MPC Staff Member:** Benjamin Kobay  
**City Council District:** C/John Nickelson  
**Parish Commission District:** 4/John Young

**CASE NUMBER** 22-162-C: **ZONING REQUEST**  
**APPLICANT:** RHODES REALTY  
**OWNER:** Bossier Village Lane Properties LLC  
**LOCATION:** East side of Lexington Ave; approx. 110' south of Pierremont Rd.  
**EXISTING ZONING:** R-1-7  
**REQUEST:** C-1  
**PROPOSED USE:** Office Space and Above the Ground Floor Dwelling

**DESCRIPTION:** The applicant is requesting approval to change the zoning of a vacant 0.2303 acre property from Single-Family Residential (R-1-7) to Neighborhood Commercial (C-1). The property to the North is zoned Neighborhood Commercial (C-1). The property to the South is zoned Single-Family Residential (R-1-7). The property to the East is zoned Single-Family Residential (R-1-7). The property to the West, across Lexington Ave, is zoned Neighborhood Commercial (C-1).

There are no prior cases associated with this property. Nearby relevant cases include: approved rezoning from R-1 to B-1 for a dental office (C-63-82); approved rezoning from R-3 to B-1 for "B-1 uses" (C-47-86); approved rezoning from R-1 to B-3 for a dental supply lab (C-29-74); denied rezoning from R-1D to B-2A for a warehouse (C-37-08); approved rezoning from R-1D to B-2A for warehouse and distribution center (C-99-88); approved rezoning from R-1D to B-1 for a law office (C-30-02); denied rezoning from R-1D to B-2 (C-10-13); denied rezoning from B-1 to B-3 for a restaurant with a drive through, B-1-E approval for the restaurant with drive through (C-18-12); approved rezoning from R-1 to B-1 for an interior design office (C-171-78); approved rezoning from R-1 to B-1 for office space (C-130-75); denied rezoning from R-4 to B-2 for snow cone stand (C-131-84); approved rezoning from R-1D to B-2 for retail center (C-41-12); and approved rezoning from R-1 to B-2 for a bank and office space (C-10-82).

Nearby neighborhoods include: Caddo Heights, Cedar Grove, Hollywood, Pierremont, and South Highland.

**REMARKS:** As stated in Article 4.3 of the Unified Development Code (UDC), C-1 is defined as "The C-1 Neighborhood Commercial District is intended to accommodate local non-residential uses that predominantly serve the needs of the nearby residential neighborhoods and are similar in character of the surrounding residential neighborhood. Residential dwelling units are allowed above the ground floor." The permitted by right uses in C-1 zoning district include Agriculture, Amusement Facility – Indoor, Animal Shelter – Operated by Public Authority, Art Gallery, Arts Studio, Automated Teller Machine – Standalone, Bus Transfer Station, Community Center, Community Garden, Cultural Facility, Day Care Center, Dwelling – Above the Ground Floor, Educational

## STAFF REPORT – CITY OF SHREVEPORT

Facility - Primary or Secondary, Financial Institution, Financial Institution with Drive-Through, Food Truck and Trailer Vendor, Government Office, Lodge/Meeting Hall, Medical/Dental Office, Office, Personal Service Establishment, Place of Worship, Public Park, Public Safety Facility, Restaurant, Retail Goods Establishment, Soup Kitchen, Soup Kitchen - Accessory, Specialty Food Service, Wireless Telecommunications – Attachments to Existing Structures (Other than Towers), Wireless Telecommunications – Modifications (Eligible Facility), Temporary Farmers' Market, Temporary Outdoor Events, Temporary Sale of Non-Seasonal Merchandise and Temporary Seasonal Sales.

There are a considerable amount of commercially zoned properties along Pierremont Road. The C-1 zoned property to the north of the property of this case is owned by the same entity. They intend to combine the two lots once this property is rezoned. Therefore, this case can be considered an extension of the existing zoning. A combined commercial lot of 0.4606 acres is not an abnormally sized commercial lot along pierremont. One block to the west, there are commercially zoned lots that larger than 0.4606 acres. There are larger commercial lots two blocks away in the easterly direction as well.

The C-1 neighborhood commercial zoning is intended to allow for commercial uses that would serve and be minimally disruptive to neighboring residential uses. This rezoning is intended to be combined with the property to the north, already zoned C-1, to be used for office space and temporary housing. These uses are permitted by right in the C-1 zoning district. There could be concerns of added traffic turning off of Pierremont Rd onto Lexington Ave. However, it would not be a larger influx of traffic than what would currently exist on side roads off Pierremont Rd.

The Future Land Use Map designates this area as Residential Medium.

Per UDC requirements, the applicant hosted a neighborhood participation meeting on 8/17 at 6:30pm at 1111 Pierremont Road. Two neighbors attended the meeting and were curious about what the proposed use would be for the property. The only issue raised by a neighbor was that there would be "proper security" on the premises. The applicant assured the neighbor that there would be sufficient security measures.

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**STAFF ASSESSMENT:** Based on the information contained in the application, and analysis of the facts of record, MPC Staff concludes that...

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**PUBLIC ASSESSMENT:** Two people spoke in support of this application.

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**MPC BOARD RECOMMENDATION:** The board voted 9 to 0 to recommend approval of the application.



505 Travis Street, Suite 440 | Shreveport, LA 71101  
318-673-6480 | fax 318-673-6461 | [www.shreveportcaddmpc.com](http://www.shreveportcaddmpc.com)

## **STAFF REPORT – CITY OF SHREVEPORT**

---

**22-162-C**

Richmond

Southfield

**C-3**

**C-2**

**R-2**

Pierremont

**C-1**

**C-2**

R-1-7 to  
C-1

**C-1**

**C-1**

**R-1-7**

**C-1**

60Th

500' NOTIFICATION  
AREA

Southern

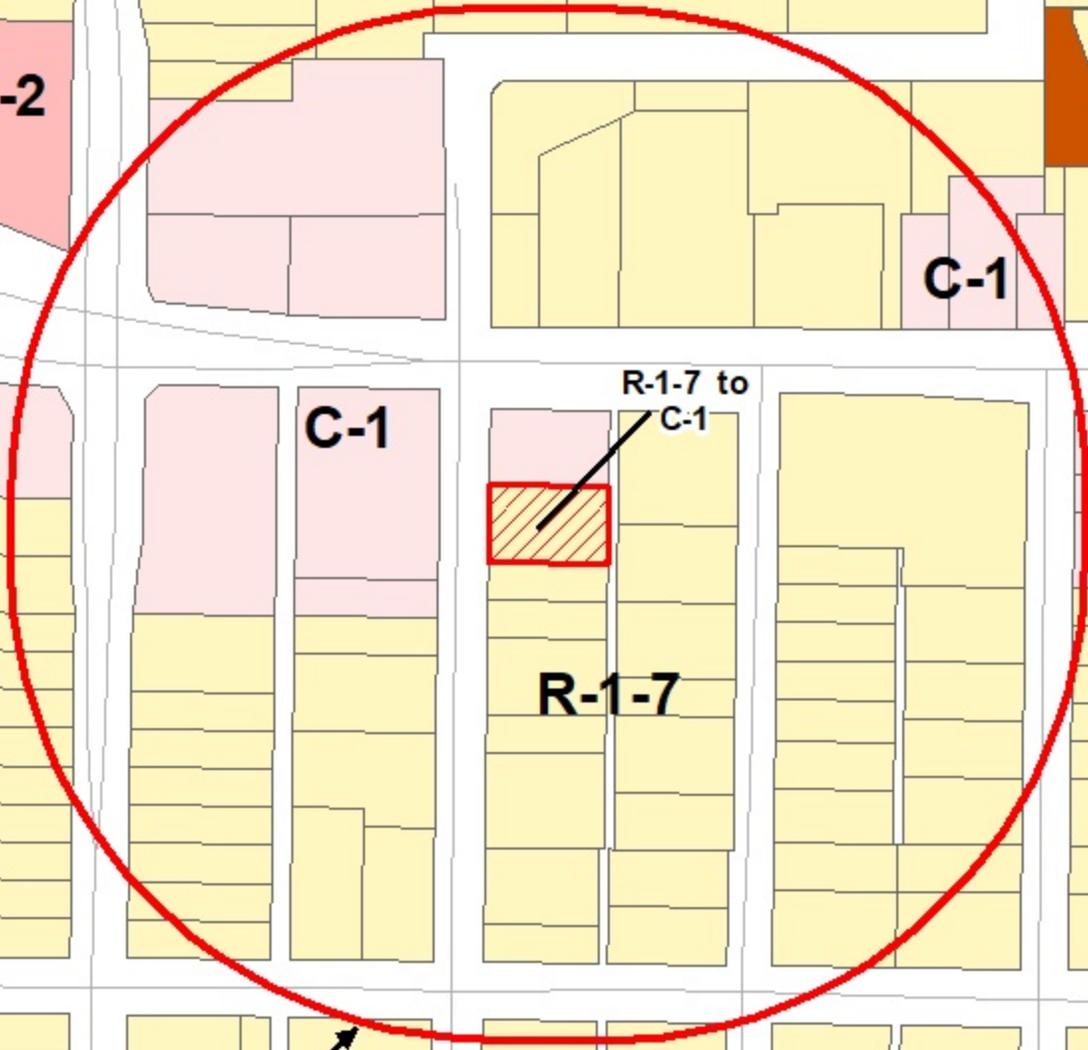
Lexington

Henderson

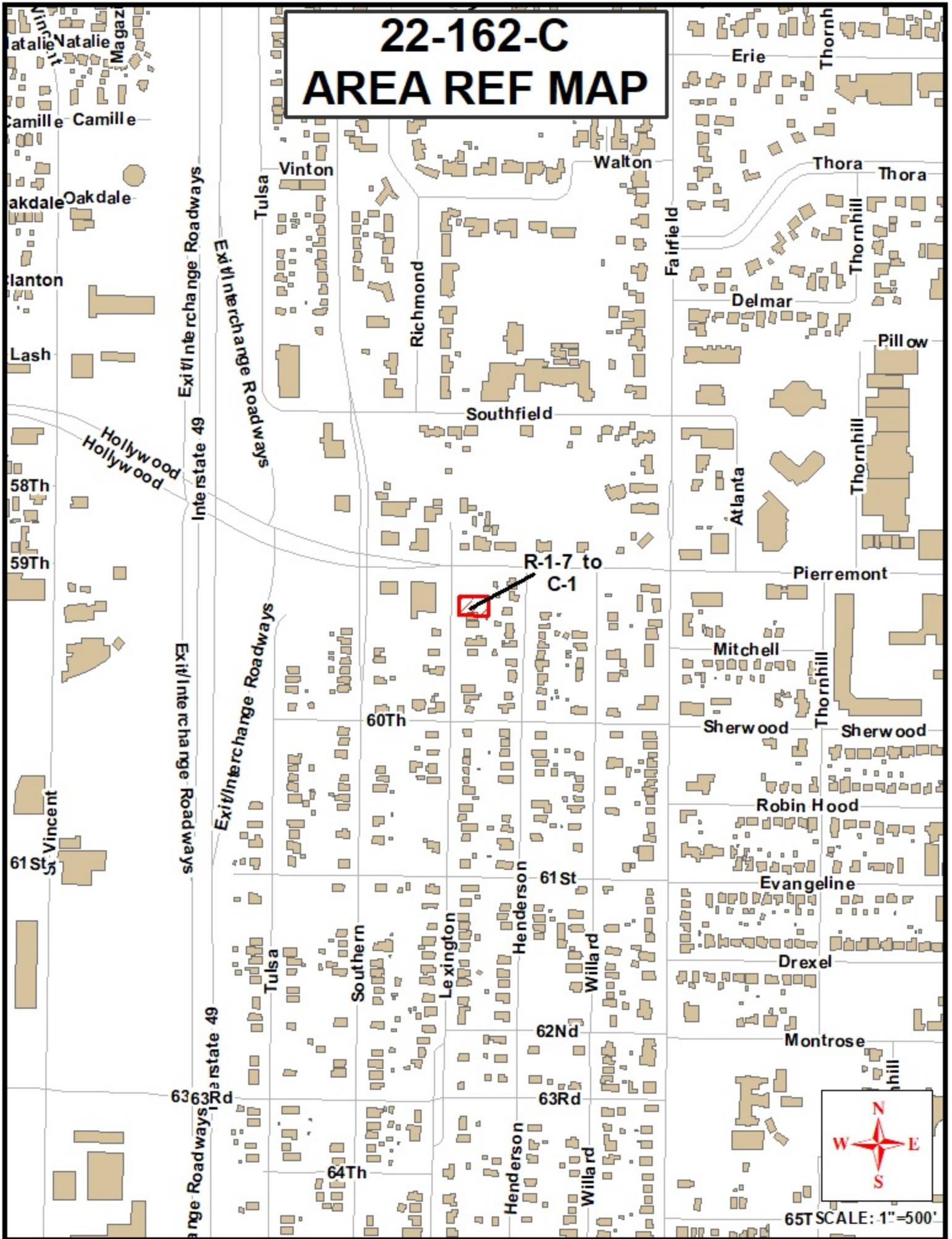
Willa rd



SCALE: 1"=200'



# 22-162-C AREA REF MAP



65T SCALE: 1"=500'

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





BLOCK BOOK FOR THE PARISH OF CADDO, LOUISIANA

BLOCK "G"

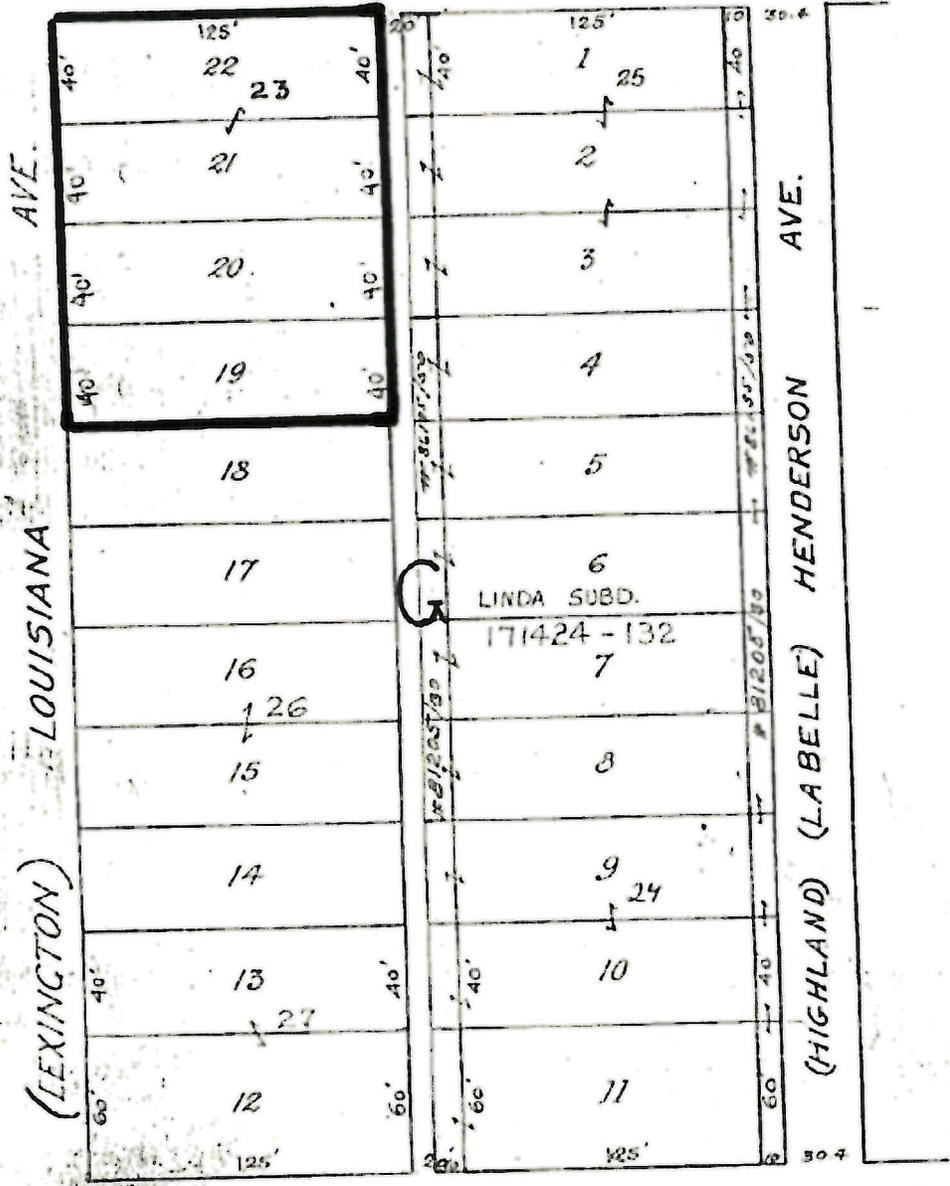
SOUTH SIDE PARK SUBDIVISION



171424-89

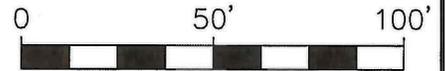
125 X 160

Piermont Lots 19-22



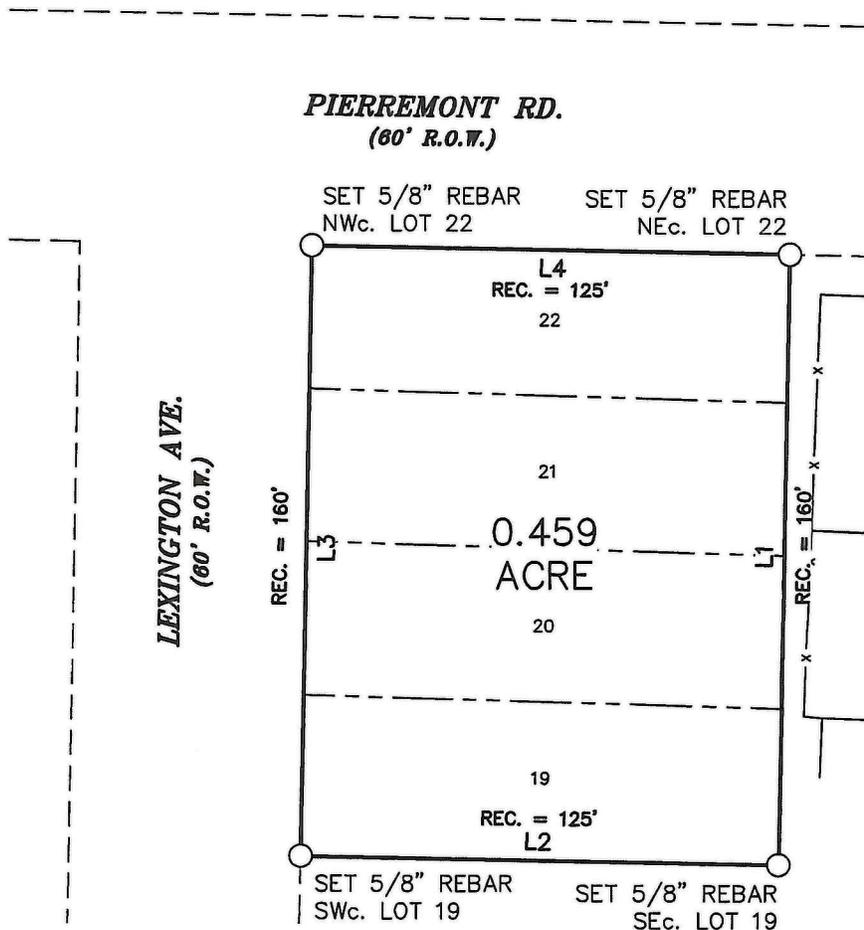
Restrictions on Use/Dissemination  
 For value received, Landpoint has prepared a Survey Plat for Michael Salter. These Documents have been prepared for the exclusive use of Michael Salter according to the terms and covenants of a mutual agreement. Use or reliance on the Survey Plat by any party other than Michael Salter and his Legal representative is forbidden without permission in writing from the President of Landpoint.

R-14-W



SCALE: 1" = 50'

BOUNDARY SURVEY  
 FOR: MICHAEL SALTER  
 BEING LOTS 19, 20, 21, 22, BLOCK G,  
 OF SOUTHSIDE PARK ADDITION  
 LOCATED IN A PORTION OF SECTION 24,  
 TOWNSHIP 17 NORTH, RANGE 14 WEST,  
 NORTHWESTERN LAND DISTRICT  
 CADDO PARISH, LOUISIANA



T  
17  
N



LINE	BEARING	DISTANCE
L1	S 00°56'11" W	160.00'
L2	N 88°57'26" W	125.00'
L3	N 00°56'10" E	160.00'
L4	S 88°57'26" E	125.00'

I HEREBY CERTIFY THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 6TH DAY OF JANUARY, 2022 AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND ABILITY, AND THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" PROPERTY BOUNDARY SURVEY (BOARD RULE 2905).

*Jill R. Souter*

GENERAL NOTES

1) THIS PLAT DEPICTS INFORMATION PERTINENT

LEGEND

OWNER	STREET ADDRESS
Barrish, Frances Winifred 1/4, Etal	C/O Betty M. Snead
Victory Miracle Deliverance Temple Apostalic	5923 Lexington Ave
Holmes, Linda	5910 Henderson Ave
Upshaw, Richard Neil	5920 Henderson Ave
Jayhawk Properties, Inc	Po Box 4866
Moore, Nathan H. And Melissa K. Moore	2455 Cypress Village Dr
Waxham, Thomas James And	5831 Dillingham Ave
Southfield Park Plantation, Llc	1049 Southfield Road
Martin, Cora Tramiel	6001 Lexington Ave
Wps Holdings Llc	816 Benton Rd
Prem Sai Home's Llc	9162 Mansfield Rd
Moon, Philip Mark	912 East 70th St
Waxham, Thomas James 5/8 And Carolyn Waxham 3/8	5831 Dillingham Avenue
Robinson, Ledell And	1459 Lash St
Second Wind Investments, Llc	4 Westbury Dr Bella
Scott, L. Havard, III	1049 Southfield Rd
Wps Holdings Llc	816 Benton Rd
Total Properties Inc	4344 E Texas Street
Maranto, Sammy V And Sandara Olson Maranto	2976 Lakewood Dr
Barrish, Frances Winifred 1/4, Etal	681 Glen Abbey Drive
Yeates Investment Properties, Llc	4721 Thornhill Ave
London, Jessie F.	6000 Lexington Ave
Webb, Barbara Diane Elder	230 N Lynx Trail
Webb, Barbara Diane Elder	230 N Lynx Trail
Pd & Mm, L.L.C. 50%, David Mark Mobley, Jr. 25%	401 Market St Ste 1250
Kona, L.C.	333 Texas St Ste 2020
Yeates Investment Properties, Llc	4721 Thornhill Ave
Littlefield, Eva Scherba	7110 University Dr Apt 204
C & W Property Services, L.L.C.	707 Benton Rd Ste 201
Moore, Nathan H. And Melissa K. Moore	2455 Cypress Village Dr
Madlannah Holdings Llc	4705 Palmetto Rd Suite4
Marak, Robert Joseph	3306 Fairfield Ave
Belcher Investments, L.L.C.	Po Box 3313
Total Properties Inc	4344 E Texas Street
Aim Enterprises Properties, Llc	3002 Greenwood Rd
Total Properties, Inc.	4344 East Texas
Fitzgerald, Thelma Price 1/2, Etal	5926 Henderson Ave
Marak, Robert J.	3306 Fairfield Ave
Watkins, Sharon R.	5916 Southern Ave
Howard, Freddy Gene &	1106 Pierremont Rd
Bossier Village Lane, L.L.C.	8575 Fern Ave Ste 105
Taylor-Robertson Llc	Po Box 100
Caddo Property Rentals Llc	1721 Willow Point Dr
Jackson, Thomas	314 East 60th St
Restored Investments, Llc	Po Box 6324
Webb, Barbara Diane Elder	230 N Lynx Trail
Wec Investments Group Llc	6714 Saint Augustine St
Bwill Properties Llc	3321 Red Bud Ln
Morris, Versiles Vassie Williams	5912 Willard Ave
Yeates Investment Properties Llc	4721 Thornhill Ave
Taylor Made Real Estate Investments, L.L.C.	7585 La Hwy 1
Cotton, Jim Harrell	155 Lear Ln
Madlannah Holdings Llc	4705 Palmetto Rd Suite 4
Victory Miracle Deliverance Temple Apostalic	5923 Lexington Ave
Webb, Barbara Diane Elder	230 N Lynx Trail
Ac&R Investments Llc	609 Reese Rd
A H Bailey Enterprises Llc	601 Texas St Ste B
Stevenson, Louis Samuel And	5912 Southern Ave
Madlannah Holdings Llc	4705 Palmetto Rd Suite 4
Lewis, Nannie Jordan	2938 Logan St
Shelton, Lee Otis And Ezelle Hudson Shelton	5929 Lexington Ave

CITY	STATE	ZIP
Augusta	Ga	30907
Shreveport	La	71106-1925
Shreveport	La	71106
Shreveport	La	71106-1922
Shreveport	La	71134
Benton	La	71006
Shreveport	La	71106-2010
Shreveport	La	71106
Shreveport	La	71106-1927
Bossier City	La	71111
Shreveport	La	71118
Shreveport	La	71106
Shreveport	La	71106-2010
Shreveport	La	71108
Vista	Ar	72714-2633
Shreveport	La	71106-1719
Bossier City	La	71111
Bossier City	La	71111
Shreveport	La	71107
Augusta	Ga	30907
Shreveport	La	71106-1523
Shreveport	La	71106-1928
Montgomery	Tx	77316
Montgomery	Tx	77316
Shreveport	La	71101
Shreveport	La	71101
Shreveport	La	71106
Shreveport	La	71105-5043
Bossier City	La	71111
Benton	La	71006
Benton	La	71006
Shreveport	La	71104
Shreveport	La	71133
Bossier City	La	71111
Shreveport	La	71109
Bossier City	La	71111
Shreveport	La	71106-1922
Shreveport	La	71104
Shreveport	La	71106-1930
Shreveport	La	71106-1910
Shreveport	La	71105-5677
Ruston	La	71273
Shreveport	La	71119
Shreveport	La	71106
Bossier City	La	71171
Montgomery	Tx	77316
Houston	Tx	77021
Shreveport	La	71108
Shreveport	La	71106-1954
Shreveport	La	71106
Shreveport	La	71107
Shreveport	La	71105-3367
Benton	La	71006
Shreveport	La	71106-1925
Montgomery	Tx	77316
Arcadia	La	71001
Shreveport	La	71101
Shreveport	La	71106-1930
Benton	La	71006
Shreveport	La	71103-2040
Shreveport	La	71106-1925

Webb, Barbara Diane Elder	230 N Lynx Trail
Moreland, Teri Denise	Po Box 29485
India Investments/Bmo Harris	C/O Bmo 16
Webb, Barbara Diane Elder	230 N Lynx Trail
Cropprue Rental Properties, Llc	Po Box 37993
Upshaw, Richard Neil	5920 Henderson Avenue
Samsan Properties, L.L.C.	2976 Lakewood Dr
Howard, F. Gene And Lucille Rosenbaum Howard	1106 Pierremont Rd
Fitzgerald, Lisa Denise	5922 Henderson Ave
Wps Holdings Llc	816 Benton Rd
Webb, Barbara Diane Elder	230 N Lynx Trail
Kennedy, Margaret Stringer	5920 Willard Avenue
Malpass, William Howard	5825 Southern Ave
Calup, Clayton Stanley	7602 Lanny Ln
Bossier Village Lane Properties, L.L.C.	8575 Fern Ave Ste 105
Broocks, Claiborne Barry And	1102 Pierremont Rd
Samsan Properties, Llc	2976 Lakewood Dr
Robinson, Ledell	5923 Southern Ave
Duvall Interest, L.L.C.	9448 Milbank Dr
Walter F. Johnson, IV	505 Travis Street, Suite 440,

Montgomery	Tx	77316
Shreveport	La	71149
Minneapolis	Mn	55480
Montgomery	Tx	77316
Shreveport	La	71133
Shreveport	La	71106
Shreveport	La	71107
Shreveport	La	71106-1910
Shreveport	La	71106-1922
Bossier City	La	71111
Montgomery	Tx	77316
Shreveport	La	71106
Shreveport	La	71106-1724
Shreveport	La	71106
Shreveport	La	71105-5677
Shreveport	La	71106-1910
Shreveport	La	71107
Shreveport	La	71106-1929
Shreveport	La	71115
Shreveport	La	71101

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

6. ZONING INFORMATION		7. BUILDING INFORMATION	
Current Zoning District(s): <u>R-17</u> Proposed Zoning District(s): <u>C-1</u>		Proposed Building Use(s): <u>Office &amp; Temporary Housing</u>	
If more than one district, provide the acreage of each: <u>N/A</u>		Existing Building(s) sq. ft. gross: <u>N/A</u>	
Special Purpose Overlay District (if applicable): <u>N/A</u>		Proposed Building(s) sq. ft. gross: <u>700-1100 Sq. Ft.</u>	
Total Site Acres: <u>0.2303 ACRES</u>		Total sq. ft. gross (existing & proposed): <u>1300-1500 Sq. Ft.</u>	
Off-Street Parking Required: <u>No</u>		Proposed height of building(s): <u>17ft</u> Number of stories: <u>II</u>	
Off-Street Parking Provided: <u>No</u>		Ceiling height of First Floor: <u>10ft</u>	
8. DIMENSIONAL STANDARDS			
Lot Area (square footage): <u>10,000</u>		Lot Coverage (Total Area in square feet): <u>10,000</u>	
Lot Coverage Percentage of Total Lot Area: <u>0</u>			
9. STORMWATER INFORMATION			
Existing Impervious Surface: <u>N/A</u> acres/square feet		Hazard Flood Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Proposed Impervious Surface: _____ acres/square feet		Red River <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Cross Lake Watershed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

Members of the MPC's Land Development department are available to outline the development review process, verify submittal requirements and identify UDC requirements specific to all development requests.

<b>DO NOT WRITE IN THIS AREA-OFFICIAL USE ONLY</b>		
Date: _____ Planner: _____ Case No: _____ Application Fee: _____		
<b>1. PROPERTY INFORMATION</b>		
Project Name: <i>Emeritus Estate</i>		Associated Case: <i>N/A</i>
Project Address/Location: <i>0 Pierremont Road Shreveport LA 71106</i>		
Current Zoning District: <i>R-1-7</i>	Proposed Zoning District (if applicable): <i>C-1</i>	Parcel Number(s): <i>171424089001900</i>
<b>2. CASE TYPE</b>		
<input checked="" type="checkbox"/> Zoning Map Amendment (Rezoning) <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Preliminary & Final Plat (7 or more lots) <input type="checkbox"/> Final Plat (Less than 7 lots) <input type="checkbox"/> Re-Plat	<input type="checkbox"/> Planned Unit Development (PUD) Zoning Map Amendment and Preliminary Site Plan <input type="checkbox"/> PUD Site Plan (Administrative) <input type="checkbox"/> Small Planned Unit Development (SPUD) Zoning Map Amendment and Site Plan	<input type="checkbox"/> Public Right-of-Way Closure and Abandonment <input type="checkbox"/> Site Plan Approval <input type="checkbox"/> Site Plan Revision <input type="checkbox"/> Site Plan Modification <input type="checkbox"/> Other: _____
<b>3. PARCEL DESCRIPTION</b>		
(existing platted subdivision name, block and lot designation; if un-platted, provide a detailed metes and bounds description)		
<i>SEE ATTACHMENT</i>		
<b>4. GENERAL LOCATION OF PROPERTY</b>		
(street address and/or frontage, and distance to cross street)		
<i>SEE ATTACHMENT</i>		
<b>5. PROPOSED USE OF THE PROPERTY</b>		
<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Mixed-Use <input type="checkbox"/> Townhouse Residential <input type="checkbox"/> Duplex Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial		
<b>Provide a brief explanation, attach additional sheets, if necessary</b> <i>PLEASE NOTE MY INTENTIONS FOR THE PROPERTY LOCATED AT 0 PIERREMONT RD, SHREVEPORT, LA IS FOR EMERITUS ESTATE. THE COMPANY PLANS TO EXPAND THE FOREMENTIONED PROPERTY TO ACCOMMODATE GUEST FOR A FEE, PROVIDE HOUSING, SLEEPING, AND CUSTOMARY LODGING SERVICES.</i>		

**Land Development**

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

**UDC DEVELOPMENT APPLICATION**

**10. CONTACT INFORMATION**

**IMPORTANT NOTE ABOUT PROJECT CONTACT**

If property owner designates an agent as the coordinator for the project, this person (the applicant) shall attend all necessary meetings and public hearings, will receive the agenda, recommendations, and case reports, and will communicate all case information to other parties as required. **All contact for this project will be made through the applicant listed below.**

**NAME, ADDRESS, AND SIGNATURE OF ALL PROPERTY OWNERS:** ALL property owners must sign. All **property owners** must sign unless one person has the power of attorney to sign for others and that power of attorney is submitted with the application. A managing partner in a corporation may sign and submit written authorization. **If in business name or corporation, list all persons owning 6% or more. Attach separate sheet if necessary.**

**APPLICANT CONTACT INFORMATION:**

Name: Carlos D. Hartwell Company: Rhodes Realty Check if Primary Contact   
 E-mail: Carlos@RhodesRealtyLA.com Phone: 318-609-0766 Fax: \_\_\_\_\_  
 Address: 425 Ashby Ridge Building 3005wt 350 City: Shrt State: LA Zip: 71106

**ARCHITECT CONTACT INFORMATION:**

Name: Jason S. Cram Company: Vintage Design Group LLC Check if Primary Contact   
 E-mail: JCram@VintageDesignGroup.com Phone: 318-990-9029 Fax: \_\_\_\_\_  
 Address: 414 Lake Street City: Shrt State: LA Zip: 71101

**ENGINEER CONTACT INFORMATION:**

Name: Jeff Raley Company: Raley & Associates Check if Primary Contact   
 E-mail: Jeff@RaleyandAssociates.com Phone: 318-752-9023 Fax: 318-752-9025  
 Address: 4813 Shad Road City: Bossier LA State: 71101 Zip: 71

**CURRENT PROPERTY OWNER CONTACT INFORMATION:**

Name: Michael Salter Company: Bossier Village LA NE Properties LLC Check if Primary Contact   
 E-mail: Salterbroker@gmail.com Phone: 318-868-3600 Fax: \_\_\_\_\_  
 Address: 8575 Fern Ave Ste 105 City: Shreveport State: LA Zip: 71105  
 Designee Contact Name: Michael Salter Email Address: SALTERBROKER@EMAIL.COM Phone Number: 318-347-4937, cell

**PROPERTY OWNER, CHECK ONE OF THE FOLLOWING:**

\_\_\_ I will represent the application myself; OR  I hereby designate Carlos D. Hartwell (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

**ACKNOWLEDGEMENT:**

I hereby certify that I am the owner of the property and further certify that the information regarding property ownership provided on this development application is true and correct.

[Signature] 7/26/22 [Signature] 7-26-22  
 Property Owner Signature Date Applicant Signature Date

**CC3825**

**NOTICE TO THE PUBLIC**

**Control # 22190**

Notice is hereby given that the Shreveport Metropolitan Planning Commission of Caddo Parish, LA, will hold a public hearing on Wednesday, September 7, 2022 at 3:00 p.m. in the **Government Plaza Chamber, 1st Floor, 505 Travis Street, Shreveport, LA**, for the purpose of considering the following subdivision applications &/or amendments to the City of Shreveport and Caddo Parish Unified Development Codes & the official Zoning Map for the Shreveport Metropolitan Planning Area of Caddo Parish, LA.

**CASE NO. 22-162-C ZONING REUEST:** 0 Pierremont Road. Application by Rhodes Realty for approval to rezone property located on the East side of Lexington Ave; approx. 110' south of Pierremont Rd., from R-1-7 Single-Family Residential Zoning District to C-1 Neighborhood Commercial Zoning District, being more particularly described as LOTS 19 & 20, BLK G, SOUTHSIDE PARK ADDN, Section 24, T17N, R14W, Caddo Parish, Louisiana.

Alan Clarke, Executive Director  
Metropolitan Planning Commission  
The Shreveport Times

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

An ordinance to revise Chapter 78 Article V “Standards for construction of parking lots” of the City of Shreveport, Louisiana, Code of Ordinances, relative to construction of parking lots and to otherwise provide with respect thereto.

**DATE**

July 13, 2022

**ORIGINATING DEPARTMENT**

Public Works

**COUNCIL DISTRICT**

City-wide

**SPONSOR****PURPOSE**

To remove section 78-236 “standards for construction of parking lots” from the City of Shreveport’s code of ordinances.

**BACKGROUND INFORMATION**

It was recently determined that Section 78-236 conflicts with the UDC. Staff currently uses the UDC to regulate development. Therefore, this legislation would delete Section 78-236 from the code of ordinances to eliminate any conflicts.

**TIMETABLE**

Introduction: July 26, 2022  
Final Passage: August 9, 2022

**ATTACHMENTS**

N/A

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:**

Stephen Terese  
Public Works

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

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

**BY COUNCILMEMBER:**

**WHEREAS**, the Shreveport City Code Chapter 78, Article V titled “Standards for construction of parking lots” needs revisions with regard to construction of parking lots; and

**WHEREAS**, it is recommended that the City revise its ordinance so as to not conflict with the procedure for reviewing, issuing, and inspecting work related to parking lots.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in due, legal and regular session convened, that Chapter 78, Article V, section 78-236 titled “Standards for construction of parking lots” of the City of Shreveport, Louisiana, Code of Ordinances is hereby removed.

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

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

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of [Shreveport City Charter Section 4.23](#).

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney’s Office

**FACT SHEET**

**CITY OF SHREVEPORT, LOUISIANA**

<b>TITLE</b>	<b>DATE</b>	<b>ORIGINATING DEPARTMENT</b>
An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating and revising the regulations for political signs, and to otherwise provide with respect thereto.	July 26, 2022	Shreveport   Caddo Metropolitan Planning Commission (“MPC”)
		<b>COUNCIL DISTRICT</b>
		City-wide
		<b>SPONSOR</b>

**PURPOSE**  
To amend the code text in the Shreveport Unified Development Code.

**BACKGROUND INFORMATION**  
The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. These amendments will affect the following article: *Article 9. – Signs*, regarding updates and revisions to political signs, with all their provisions included therein.  
Six years ago, the U.S. Supreme Court upended local sign regulations with its decision in *Reed v Town of Gilbert*. In *Reed*, the Supreme Court held a sign ordinance’s restrictions were content based when the restrictions “depend[ed] entirely on the communicative content of the sign.” Courts have interpreted the broad ruling in *Reed* to mean a sign ordinance is unconstitutional if an official is required to read the sign’s message to determine which regulations apply.  
To contend with the Court’s ruling, these code text amendments better regulate the signage codes, and limit a sign’s size, location, illumination and lighting, and placement on private property. This will allow those regulations to be enforced without reviewing the sign’s message.

<b>TIMETABLE</b>	<b>ATTACHMENTS</b>
MPC Introduction: June 1, 2022	Exhibit “A” MPC Memo
MPC Review & Recommendation: July 6, 2022	Exhibit “B” MPC Staff Report 22-7-CTAC
Introduction to City Council: July 26, 2022	
Final Passage by City Council: August 9, 2022	

**SPECIAL PROCEDURAL REQUIREMENTS**  
**MPC Recommendation.** Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on July 6, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

**Notice and Public Hearing at MPC.** In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on July 6, 2022, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on June 23, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

<b>FINANCES</b>	<b>SOURCE OF FUNDS</b>
\$0	NA

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

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

**FACT SHEET PREPARED BY:** Adam Bailey, Community Planning and Design Manager

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

AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, FOR THE PURPOSE OF UPDATING AND REVISING THE REGULATIONS FOR POLITICAL SIGNS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY COUNCILMEMBER:

WHEREAS, the City desires to make every effort to notify the public and to encourage public participation and input on these proposed *code text amendments* to the Shreveport Unified Development Code; and

WHEREAS, on June 1, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

WHEREAS, on July 6, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.27](#); and

WHEREAS, in accordance with the intent of [La. R.S. 33:140.27](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on July 6, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

WHEREAS, in accordance with the intent of [La. R.S. 33:140.35](#), at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on June 23, 2022; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that the following amendments to the City of Shreveport, Louisiana, Unified Development Code ("Shreveport UDC") are hereby authorized as follows:

1. Add the following definition to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS in the Shreveport UDC to know read as follows:

5.3 USE DEFINITIONS

\* \* \* \* \*

**Sign, One-Time Event.** A temporary sign advertising an event of limited duration which is either non-recurring or, if recurring, occurring at distinct and/or defined intervals (e.g., quarterly, annually, bi-annually). Illustrative examples of signs advertising One-Time Events include, without limitations, signs advertising carnivals, concerts, public meetings,

sporting events, political campaigns (including qualifying), the sale or lease of immovable property, the grand opening of a business, a festival, a state or local fair, and a cattle or horse show. The foregoing examples are given for illustrative purpose only, and shall not be interpreted as exhaustive or as limiting the generality of this definition.

\* \* \* \* \*

**Sign, Temporary.** A sign that is constructed of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame, intended for a temporary period of display. Examples include, but are not limited to, placards for public demonstrations, real estate signs, political signs, construction signs, or signs that advertise a grand opening, festival, state or local fair, or cattle or horse shows.

\* \* \* \* \*

**Sign, Yard.** A temporary sign intended for non-commercial use or expression. Such signs may include, but are not limited to, baby and birthday celebration signs, garage or yard sale signs, and political signs.

\* \* \* \* \*

2. Delete sign type “10. Political Signs” in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC. All subsequent subsections shall be renumbered accordingly.
  
3. Add the new sign type “Temporary Sign” in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC as “11.” All subsequent subsections shall be renumbered accordingly.

## **9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS**

\* \* \* \* \*

### **C. Permitted Exempt Signs**

\* \* \* \* \*

#### **11. Temporary Signs**

Except where specifically in conflict with this subsection (11), all regulations set forth in this Article 9 shall apply to temporary signs.

- a. Temporary signs are permitted in all districts.
  
- b. Temporary signs erected in residential districts shall be no larger than 8 square feet.

- c. Temporary signs erected in non-residential districts shall be no larger than 16 square feet. Any Temporary signs larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.
- d. Temporary signs advertising a One-Time Event shall not be erected more than ninety (90) days prior to the initiation of the One-Time Event and shall be removed within seven (7) days following the termination of the One-Time Event.
- e. Temporary signs shall not be illuminated.
- f. Temporary signs shall not advertise off-premises commercial activity.
- g. All temporary signs shall be set back ten (10) feet from any property line.
- h. Temporary signs shall not be erected within the City's public right-of-way.

**BE IT FURTHER ORDAINED** that the Mayor of the City of Shreveport, or his/her designee, and the Executive Director of the Shreveport-Caddo Metropolitan Planning Commission, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

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

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

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

## RECOMMENDED UDC CODE TEXT AMENDMENTS. 22-6-CTA.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments.

Staff is requesting the Shreveport UDC be amended as follows: ~~strikeout~~ indicates deleted text, underline indicates added text].

1. **Add the following definition to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS in the Shreveport UDC to know read as follows:**

\* \* \*

Sign, One-Time Event. A temporary sign advertising an event of limited duration which is either non-recurring or, if recurring, occurring at distinct and/or defined intervals (e.g., quarterly, annually, bi-annually). Illustrative examples of signs advertising One-Time Events include, without limitations, signs advertising carnivals, concerts, public meetings, sporting events, political campaigns (including qualifying), the sale or lease of immovable property, the grand opening of a business, a festival, a state or local fair, and a cattle or horse show. The foregoing examples are given for illustrative purpose only, and shall not be interpreted as exhaustive or as limiting the generality of this definition.

\* \* \*

Sign, Temporary. A sign that is constructed of cloth, canvas, cardboard, wallboard, or other light temporary materials, with or without a structural frame, intended for a temporary period of display. Examples include, but are not limited to, placards for public demonstrations, real estate signs, political signs, construction signs, or signs that advertise a grand opening, festival, state or local fair, or cattle or horse shows.

\* \* \*

Sign, Yard. A temporary sign intended for non-commercial use or expression. Such signs may include, but are not limited to, baby and birthday celebration signs, garage or yard sale signs, and political signs.

\* \* \*

2. **Delete sign type "10. Political Signs" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC. All subsequent subsections shall be renumbered accordingly.**

\* \* \*

~~10.—Political Signs~~

~~For the purposes of this Code, political signs shall follow all sign regulations of Section 9.6.C.13. Yard Signs, as well as the following:~~

~~a.—Political signs are permitted temporarily in all districts.~~

~~b.—Political signs shall not be erected within the City's public right-of-way, except as provided in Chapter 50 of the Shreveport City Code.~~

~~c.—Political signs erected in residential districts shall be no larger than 8 square feet.~~

~~d.—Political signs erected in non-residential districts shall be no larger than 16 square feet. Any political sign larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.~~

\* \* \*

**Explanation:** This amendment deletes political signs as a sign type in the Shreveport UDC.

3. Add the new sign type "Temporary Sign" in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C in the Shreveport UDC as "11." All subsequent subsections shall be renumbered accordingly.

\* \* \*

**11. Temporary Signs**

Except where specifically in conflict with this subsection (11), all regulations set forth in this Article 9 shall apply to temporary signs.

- a. Temporary signs are permitted in all districts.
- b. Temporary signs erected in residential districts shall be no larger than 8 square feet.
- c. Temporary signs erected in non-residential districts shall be no larger than 16 square feet. Any Temporary signs larger than 16 square feet is considering a freestanding sign and shall follow all freestanding sign regulations found in Section 9.7.H.
- d. Temporary signs advertising a One-Time Event shall not be erected more than ninety (90) days prior to the initiation of the One-Time Event and shall be removed within seven (7) days following the termination of the One-Time Event.
- e. Temporary signs shall not be illuminated.
- f. Temporary signs shall not advertise off-premises commercial activity.
- g. All temporary signs shall be set back ten (10) feet from any property line.
- h. Temporary signs shall not be erected within the City's public right-of-way.

**Explanation:** *This amendment codifies temporary sign as a sign type in the Shreveport UDC. No such regulations currently exist.*

## **STAFF REPORT – CITY OF SHREVEPORT**

**JULY 6, 2022**

**AGENDA ITEM NUMBER: XX**

**MPC Staff Member:** Adam Bailey

**City Council District:** All Districts

**Parish Commission District:** All Districts

**CASE NUMBER:** 22-7-CTAC: City of Shreveport Code-Text Amendments  
**APPLICANT:** METROPOLITAN PLANNING COMMISSION  
**REQUEST:** **Code Text (Ordinance) Amendments to the Shreveport UDC**

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**DESCRIPTION:** The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community and processed as either general amendments suggested or reviewed by the MPC staff, or amendments that include those that are legally necessary, incorporate previously approved ordinances or determinations, or are emergency amendments. These amendments will affect the following article: *Article 9. – Signs*, regarding updates and revisions to political signs, with all their provisions included therein.

---

**BACKGROUND:** Six years ago, the U.S. Supreme Court upended local sign regulations with its decision in *Reed v Town of Gilbert*. In *Reed*, the Supreme Court held a sign ordinance’s restrictions were content based when the restrictions “depend[ed] entirely on the communicative content of the sign.” Courts have interpreted the broad ruling in *Reed* to mean a sign ordinance is unconstitutional if an official is required to read the sign’s message to determine which regulations apply.

When reviewing sign regulations, courts will first determine if the ordinance is content-based or content-neutral. A content-neutral ordinance does not target the sign’s communicative message, but instead applies to all signs regardless of their message. Content-neutral restrictions are usually limited to the time, place, and manner of the speech.

Content-neutral regulations get “intermediate scrutiny.” Intermediate scrutiny requires the restrictions to further an important governmental interest and be substantially related to that interest. Courts have found aesthetics, blight, and traffic safety to be examples of important government interests. Content-based regulations target the communicative message of the expression and are subject to “strict scrutiny.” These restrictions are presumptively unconstitutional and are only permissible if they are narrowly tailored to serve a compelling interest using the least restrictive means. Strict scrutiny is almost always fatal.

In *Reed*, the court found the ordinance unconstitutional because it treated temporary use signs differently depending on whether they were political in nature, related to a qualifying event, or ideological.

So what regulations are still enforceable? A good rule of thumb is that if the ordinance requires an official to read the sign to determine how it is regulated, then the ordinance is likely content-based and presumptively unconstitutional. Regulations that limit a sign’s size, location, illumination and lighting, and placement on private property are generally permissible because those regulations can be enforced without reviewing the sign’s message.

## **STAFF REPORT – CITY OF SHREVEPORT**

**STAFF ANALYSIS:** Code text amendment changes may be reviewed at any time and are not subject to any annual review requirements. The Office of the MPC typically reviews code amendments updates annually or semi-annually, to accommodate changed or the changing nature of business in our community. The proposed amendments in this report were initially discussed at the June 2022 MPC work sessions. Following the MPC public hearing on July 6, 2022, the Shreveport City Council will review the proposals at a July 26, 2022 and August 9, 2022 public hearing. MPC staff provided notice of the July 6 public hearing through publication in The Shreveport Times on June 17, 2022. No comments have been received to date.

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**PROPOSED UDC CODE  
TEXT AMENDMENT(S):**

Staff is proposing amending the following UDC Articles at this time:

- Amend Article 9. – Signs

**Amendment 1. Add the following definitions—“One-Time Event,” “Sign Temporary,” and “Sign, Yard” to ARTICLE 2. DEFINITIONS AND RULES OF MEASUREMENT, SECTION 2.3 DEFINITION OF GENERAL TERMS.** *These definitions help justify the sign ordinance, especially when it comes to temporary signs, as time, place, and manner of the speech.*

**Amendment 2. Delete sign type “10. Political Signs” in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C.** *This amendment deletes political signs as a sign type in the Shreveport UDC.*

**Amendment 3. Add the new sign type “Temporary Sign” in ARTICLE 9. SIGNS, SECTION 9.6 NO PERMIT REQUIRED: PERMANENT AND TEMPORARY SIGNS, Subsection 9.6.C.** *This amendment codifies temporary sign as a sign type in the Shreveport UDC. No such regulations currently exist..*

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**ATTACHMENTS:** See Exhibit “A” for memorandum describing these amendments in full detail.

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**APPROVAL STANDARDS:** The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the UDC whenever the public necessity, convenience, general welfare, or appropriate land use practices justify, or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

- Promotes the public health, safety, and welfare.**  
*The proposed text amendments promotes the public health, safety, and welfare.*
- Promotes the Master Plan and any adopted land use policies.**  
*The proposed text amendments are consistent with the Master Plan.*
- Promotes intent of this Code.**  
*These amendments will simplify current practices, thus promoting the intent of the Code.*



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## **STAFF REPORT – CITY OF SHREVEPORT**

- d. **Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**  
*The proposed amendments reflect changes in policy.*
- e. **The extent to which the proposed amendment creates nonconformities.**  
*N/A.*

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**STAFF  
RECOMMENDATION:**

Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE these code text amendments is warranted. If approved by City Council, Article 9 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny the proposed code text amendment;
- Deny specific provisions and/or amendments, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

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

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**MPC BOARD  
RECOMMENDATION:**

The Board voted 6-0 to recommend the application for approval.

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

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**PURPOSE**

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

**All**

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**BACKGROUND INFORMATION**

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

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**TIMETABLE**

Introduction: **September 13, 2022**

Final Passage: **September 27, 2022**

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**SPECIAL PROCEDURAL REQUIREMENTS**

None

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**FINANCES****SOURCE OF FUNDS**

| Louisiana Workforce Commission

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**CONCLUSION**

Approval of this ordinance is recommended.

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

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

**AN ORDINANCE AMENDING THE 2022 COMMUNITY DEVELOPMENT SPECIAL REVENUE FUND BUDGET AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Ordinance Number 157 of 2021, the 2022 budget for the Community Development Special Revenue Fund, is hereby amended as follows:

**In Section 1. (Estimated Receipts):**

<u>Fiscal Year 2021 Funds:</u>	
<u>LWC- WIOA Youth</u>	\$ 350,000.00
Grand Total	\$ 350,000.00

**In Section 2. (Appropriations):**

<u>Fiscal Year 2021 Funds:</u>	
<u>LWC-WIOA Youth</u>	
	\$ 350,000.00
Grand Total	\$ 350,000.00

Adjust totals and subtotals accordingly.

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

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

APPROVED AS TO LEGAL FORM:

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

**COOPERATIVE ENDEAVOR AGREEMENT**  
**by and between**  
**THE STATE OF LOUISIANA**

**through the**  
**OFFICE OF COMMUNITY DEVELOPMENT**  
**And**

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

PO# 2000 672981

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

**WITNESSETH That;**

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

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

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

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

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

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

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

**1.0 SCOPE OF SERVICES**

**1.1 CONCISE DESCRIPTION OF SERVICES**

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

**I. SCOPE OF AGREEMENT**

**A. Grant Award**

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

**B. Implementation of Agreement**

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

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

**C. Goals and Objectives**

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

**D. Statement of Work**

**1. The Project**

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

**2. The Budget**

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

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

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

**3. Eligible Expenses**

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer [https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2\\_20\\_20.pdf](https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2_20_20.pdf), that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

**4. Citizen Participation Requirements**

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

**5. Building Code Standards**

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

**6. Mitigation Plan**

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

**7. Assurances**

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

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

## **8. Cooperation with HUD and the OCD**

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

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

## **E. Contract Monitor/Performance Measures**

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

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

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

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

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

Monthly progress reports including, but not limited to:

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

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

**G. Duplication of Benefits**

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

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

**II. PAYMENT PROCESS**

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

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

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

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

- C. Grant Funds shall not be drawn in advance.
- D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.
- E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.
- F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

### **III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT**

#### **A. Term of Agreement**

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

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

#### **B. Termination/Suspension for Cause**

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

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

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

**C. Termination for Convenience**

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

**D. Termination Due to Unavailable Funding**

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

**E. Obligations Governing Use of CDBG Funds Survive Termination**

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

**F. Payment Upon Termination**

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

## **IV. ADMINISTRATIVE REQUIREMENTS**

### **A. General Administrative Requirements**

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

### **B. Financial Management**

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

### **C. Documentation and Record-Keeping**

#### **1. Records to be Maintained**

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

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

**2. Retention of Records**

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

**3. Access to Records**

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

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

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

**4. Close-outs**

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

**5. Audits & Inspections**

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

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

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

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

#### **D. Procurement**

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

### **V. HUD/CDBG COMPLIANCE PROVISIONS**

#### **A. General Compliance**

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

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

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

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

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

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

**B. Discrimination and Compliance Provisions**

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

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

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

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

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

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

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

**D. Section 3 Compliance in Employment and Training**

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

**E. Program Income**

**1. Recording Program Income**

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

**2. Remittance of Program Income**

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

**F. Use and Reversion of Assets**

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

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems

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

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

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

## **VI. GENERAL CONDITIONS**

### **A. "Independent Contractor"**

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

**B. Hold Harmless/Indemnity Contractors/Subcontractors**

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

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

**C. Workers' Compensation**

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

**D. Insurance & Bonding**

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

**E. OCD Recognition**

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

**F. Public Communications**

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

**G. Amendments**

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

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

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

**H. No Assignment**

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

**I. Severability**

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

**J. Entire Agreement**

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

**K. No Authorship Presumptions**

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

**L. Applicable Law, Venue and Controversies**

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

**M. Delay or Omission**

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

**N. Contract Approvals**

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

**O. Taxes**

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

**P. Notices**

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

**To the OCD:**

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

**To the Grantee:**

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

**Q. No Third Party Beneficiary**

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

**R. Prohibited Activity**

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

**S. Safety**

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

**T. Fund Use**

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

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

**U. Subcontractors**

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

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

**V. Copyright**

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

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

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

**W. Drug Free Workplace Compliance**

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

**X. Provision Required by Law Deemed Inserted**

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

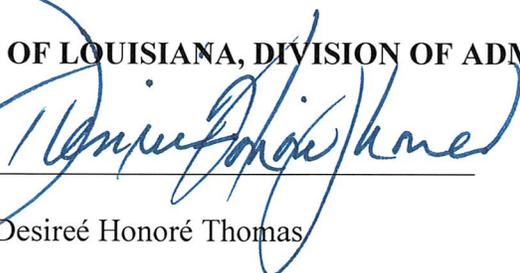
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THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

**STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT**

Signed:  6.8.22  
Date  
Name: Patrick W. Forbes  
Executive Director  
Title: \_\_\_\_\_

**STATE OF LOUISIANA, DIVISION OF ADMINISTRATION**

Signed:  6/13/2022  
Date  
Name: Desiree Honoré Thomas  
Title: Assistant Commissioner, DOA

**CITY OF SHREVEPORT**

Signed:  5/17/22  
Date  
Name: Adrian Perkins  
Title: Mayor

## **EXHIBIT A**

### **STATEMENT OF WORK**

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

**EXHIBIT B**

**BUDGET**

Construction	\$4,411,754.00
Basic Engineering	\$500,510.10
Additional Engineering	\$246,519.90
Acquisition	\$200,000.00
	<hr/>
<b>TOTAL</b>	<b>\$5,358,784</b>

## EXHIBIT C

### GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

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

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

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
  - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient’s Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
  - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
  - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973,

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

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
  - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
  - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
  - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
  - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

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

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).

No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the

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

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

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental

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

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

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

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

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

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

**Grantee**

By:



Title:

Mayor

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

<b><u>TITLE</u></b> An ordinance amending the City of Shreveport, Louisiana, 2022 Capital Projects Fund Budget, appropriating the funds authorized herein and to otherwise provide with respect thereto.	<b><u>DATE</u></b> August 29, 2022	<b><u>ORIGINATING DEPARTMENT</u></b> Public Works <b><u>COUNCIL DISTRICT</u></b> All <b><u>SPONSOR</u></b>
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**PURPOSE**

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

Introduction: September 13, 2022

Final Passage: September 27, 2022

**ATTACHMENT(S)**

Exhibit A executed cooperative endeavor agreement with funding summary

**SPECIAL PROCEDURAL REQUIREMENTS**

None

**FINANCES**

Budget Amendment:

\$5,358,784 INCREASE to New Project Program D (D22001)

**SOURCE OF FUNDS**

U.S. Department of Housing and Urban Development administered by the State of Louisiana Office of Community Development

**ALTERNATIVES**

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

**RECOMMENDATION**

The Department of Public Works recommends adoption of this Ordinance.

**FACT SHEET PREPARED BY:**Stephen Terese,  
Public Works

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

**AN ORDINANCE AMENDING THE CITY OF SHREVEPORT,  
LOUISIANA, 2022 CAPITAL PROJECTS FUND BUDGET,  
APPROPRIATING THE FUNDS AUTHORIZED HEREIN AND  
TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY:**

**WHEREAS**, the City Council provides for the amendment of any previously adopted budget, and

**WHEREAS**, the City Council finds it necessary to amend the 2022 Capital Projects Fund Budget to adjust appropriations and for other purposes.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Shreveport, in due, regular and legal session convened, that Ordinance No. 152 of 2021, the 2022 Capital Projects Fund Budget, be further amended and re-enacted as follows:

**In Program C (Street Improvements):**

Establish a project entitled Ockley Basin Drainage Improvements in Program D (D22001) and fund it at \$5,358,784.00. Funding source is a block grant funded by the U.S. Department of Housing and Urban Development and administered by the State of Louisiana Office of Community Development. Adjust totals and subtotals accordingly.

**BE IT FURTHER ORDAINED** that the remainder of Ordinance 152 of 2021, as amended, shall remain in full force and effect.

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

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY REPAIR AT THE SLUDGE FARM LOCATED AT 11726 HARTS ISLAND ROAD AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	8/31/2022	Administration/Finance
		<u>COUNCIL DISTRICT</u>
		All
		<u>SPONSOR</u>

**PURPOSE**

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

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

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

[N/A]

**FINANCES**

\$50,000

**SOURCE OF FUNDS**

W&S Operating Funds

**ALTERNATIVES**

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

**RECOMMENDATION**

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Annette Cash, Finance  
Manager

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

---

City Attorney's Office

<p><b><u>TITLE</u></b>  <b>AN ORDINANCE DECLARING A PUBLIC EMERGENCY IN CONNECTION WITH THE EMERGENCY PURCHASE OF LIQUID CHLORINE FOR USE IN THE DRINKING WATER TREATMENT PROCESS AT THE AMISS WATER TREATMENT PLANT AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.</b></p>	<p><b><u>DATE</u></b>                  08/25/2022</p>	<p><b><u>ORIGINATING DEPARTMENT</u></b>                  Department of Water &amp; Sewerage</p> <p><b><u>COUNCIL DISTRICT</u></b>                  All</p> <p><b><u>SPONSOR</u></b></p>
---	---	---

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

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

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

<b><u>TIMETABLE</u></b>	<b><u>ATTACHMENT(S)</u></b>
Introduction: September 13, 2022 Final Passage: September 27, 2022	

**SPECIAL PROCEDURAL REQUIREMENTS**  
 [N/A]

<b><u>FINANCES</u></b> \$288,000	<b><u>SOURCE OF FUNDS</u></b> W&S OPERATING BUDGET
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**ALTERNATIVES**  
 (1) Adopt the ordinance as submitted, or (2) Amend the ordinance, or (3) Reject the ordinance.

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

**FACT SHEET PREPARED BY:** Annette Cash, Finance Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

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City Attorney's Office

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

**PURPOSE**

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

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

**BACKGROUND INFORMATION**

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

**TIMETABLE**

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

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

**SPECIAL PROCEDURE REQUIREMENTS**

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

**CONCLUSION**

The Office of the City Engineer endorses this ordinance.

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

**ORDINANCE NO.                      OF 2022**

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

**BY COUNCIL PERSON:**

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

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

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

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

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

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

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

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

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

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

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

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

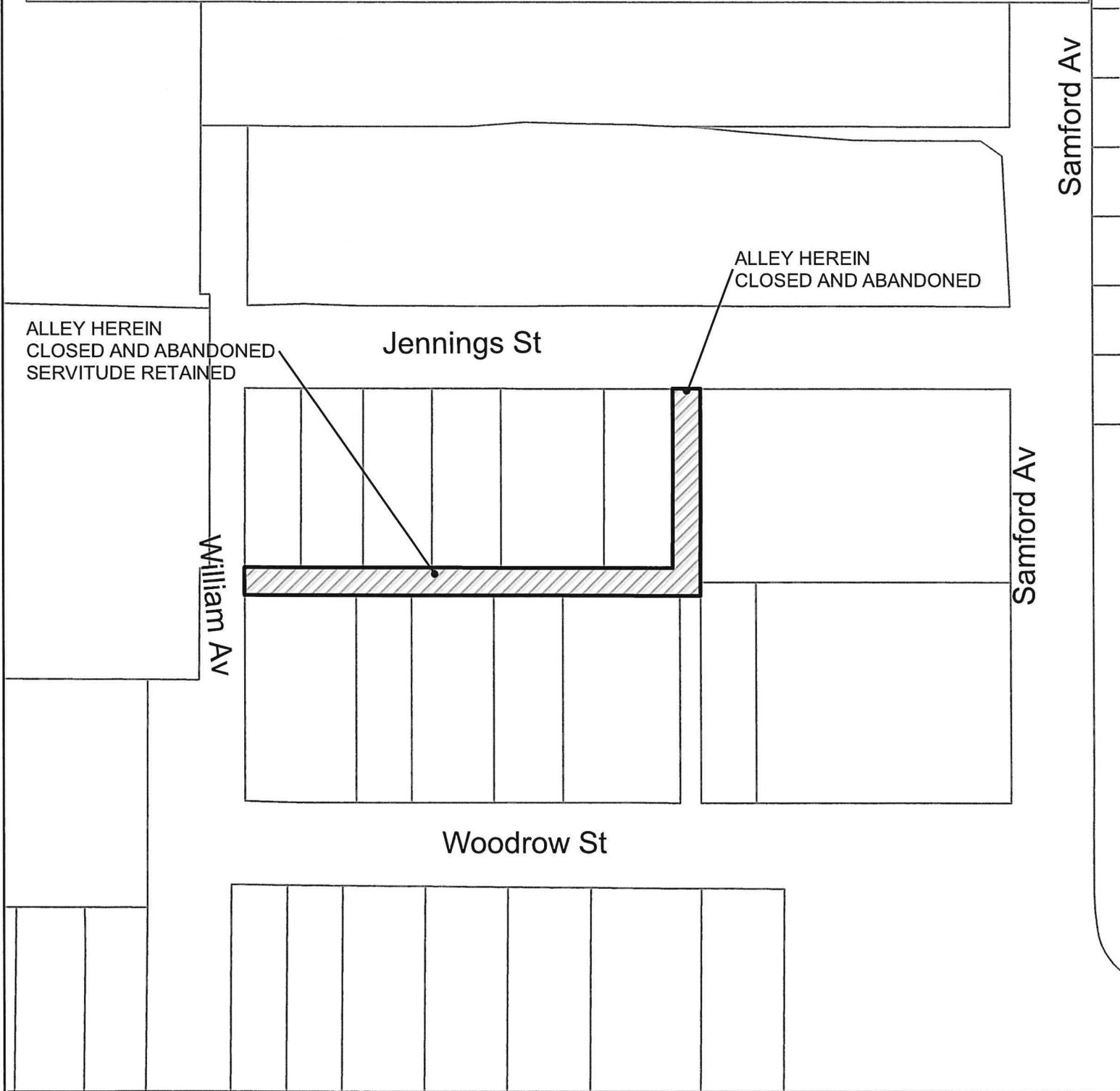
**BE IT FURTHER ORDAINED**, that all ordinances or resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

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



APPROVED:

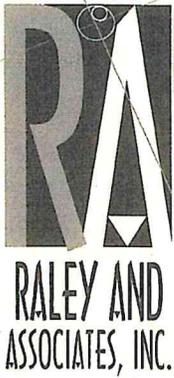
METROPOLITAN PLANNING COMMISSION

PROPERTY MANAGEMENT SECTION

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



SCALE: 1" = 100'  
JUNE, 2022



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

June 9, 2022

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

Re: Samford Place Addition Subdivision  
COB 50/667

Dear Mr. Talton,

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

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

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

Sincerely,

Reggie D. Lewis  
Professional Engineer  
Professional Land Surveyor

Attachment

Professional Engineers Licensed in:

Alabama, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Idaho, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, Wisconsin

**STAFF REPORT – CITY OF SHREVEPORT**

**AUGUST 4, 2021**

**AGENDA ITEM NUMBER:**

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

**CASE NUMBER 22-1-CAC: CLOSURE & ABANDONMENT**

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

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

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

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

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

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

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

### **STAFF REPORT – CITY OF SHREVEPORT**

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

---

#### **STAFF**

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

---

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

---

#### **MPC BOARD**

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

DUDLEY - SEAY

ALLEY												
70	70	70	70	70	70	70	70	70	70	70	70	73
13	12	11	10	9	8	7	6	5	4	3	2	1
70	70	70	70	70	70	70	70	70	70	70	70	73

3887

JENNINGS ST

ALLEY												
70	70	70	70	70	70	70	70	70	70	70	70	73
14	15	16	17	18	19	20	21	22	23	24	25	26
T.A.L. 9.												
T.A.L. 12.												
70	70	70	70	70	70	70	70	70	70	70	70	73

ALLEY												
70	70	70	70	70	70	70	70	70	70	70	70	73
39	38	37	36	35	34	33	32	31	30	29	28	27
70	70	70	70	70	70	70	70	70	70	70	70	73

WOODROW ST

70	70	70	70	70	70	70	70	70	70	70	70	73
40	41	42	43	44	45	46	47	48	49	50	51	52
70	70	70	70	70	70	70	70	70	70	70	70	73

ALLEY

53.

**SAMFORD - PLACE**

**ADDITION**

PART OF LOTS 9 & 12 FAIRFIELD

Feb 1913

Shreveport La

scale 60' = 1" inch

Adopted by Council May 27-1913

sd J.T. Tanner

Auditor City of Shreveport

Approved sd G.M. Jack City Clerk

sd Geo. P. Wilson City Eng

We hereby dedicate for public service All streets & ways as shown on above map

sd T.L. Hammett Town Clerk

sd S.A. Gayle

S.G. Sample

Mar 1913

#40530

Filed

Recorded

May 31, 1913

J. Williams

of 11/11/1913

This point is 660 ft West of the E. Corner of the NW 1/4 Sec 12 T. 11 N. R. 14

U. M. POSTER ESTATE

WILLIAM

SAMFORD

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

City Engineering Dept.  
 Dept. Public Works  
 April, 1962

298278

FILED & RECORDED  
 CADDO PARISH, LA.  
 MAY 24 2 05 PM '62  
*Pauline Lowell*  
 DEPUTY CLERK OF COURSE

87

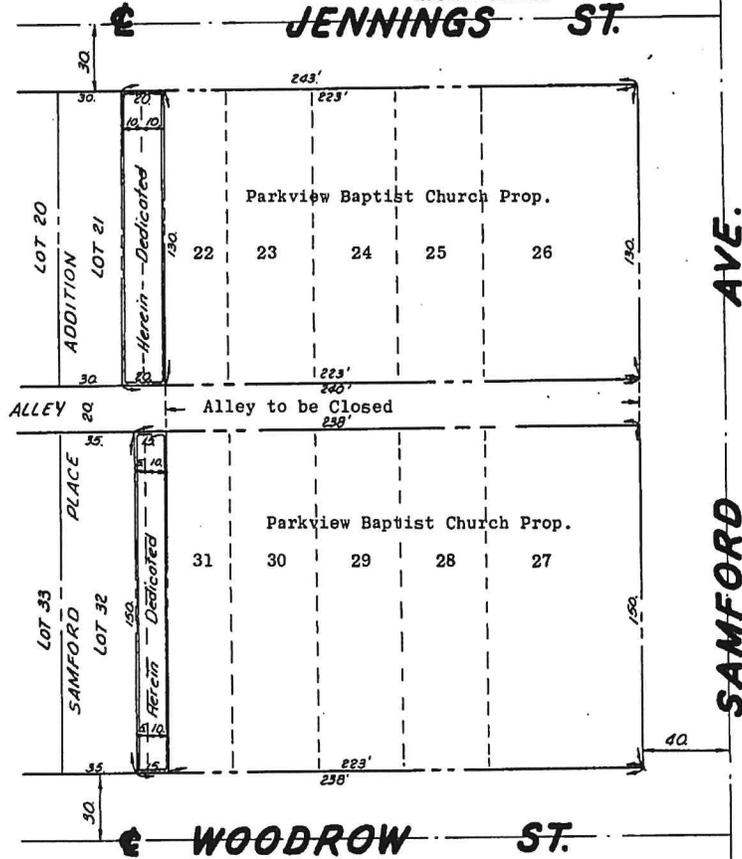
DEDICATION

We the undersigned hereby dedicate to  
 the PUBLIC for PUBLIC USE the strip of land  
 as shown hereon in RED.  
 We also agree to hold the City of Shreveport  
 harmless from any damage due to changing the  
 existing ground elevations to elevations deemed  
 necessary by the City Engineer.  
 These stipulations to apply to all heirs and  
 assigns.

s/ A. T. Pilgreen, Pastor

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

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



APPROVED:  
 s/ R. L. HORTON  
 City Engineer  
 s/ P. Dan Martin  
 Metro. Plann. Comm.



ADOPTED BY THE CITY COUNCIL  
 RES. NO. 85 of 5-8-1962.  
 s/ Clyde E. Fant  
 Mayor  
 s/ J. T. Tanner  
 Secty. Treas.

C 4523

63

*J. J. Mitchell*  
DEPUTY CLERK

ORDINANCE NO. 63 OF 1962

AN ORDINANCE CLOSING AN ALLEY IN SAMFORD PLACE ADDITION.

By Mr. Mitchell:

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

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

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

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

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

*Gary Loftin*  
Clerk of Council

*Mayor Fant*  
Mayor

*L. J. Downs*  
Auditor & Ex-Officio Ass't. Sec'y.

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

I Certify that this is a TRUE AND CORRECT copy of Ordinance No. 63 of 1962, an Ordinance Closing an Alley in Samford Place Addition, from the Records of the Shreveport City Council. Shreveport, Louisiana, this 31<sup>st</sup> day of Oct 2011

*Arthur G. Thompson*  
Arthur G. Thompson, Clerk of Council

889474

CONV. X



ORDINANCE NO. 261 OF 1981

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

BY: Mr. Huckaby

FILED & RECORDED  
CADDOPARISH, LOUISIANA  
SEP 9 10 53 AM '81  
*[Signature]*

889474

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

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

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

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

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

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

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

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

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

APPROVED AS TO LEGAL FORM:

George D. ...  
City Attorney's Office

Introduced: August 25, 1981

Second & Final Reading: September 8, 1981

August 25, 1981

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

September 8, 1981

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

John B. Hussey  
JOHN B. HUSSEY, CHAIRMAN

APPROVED:  
W.T. Hanna, Jr.  
W.T. HANNA, JR., MAYOR

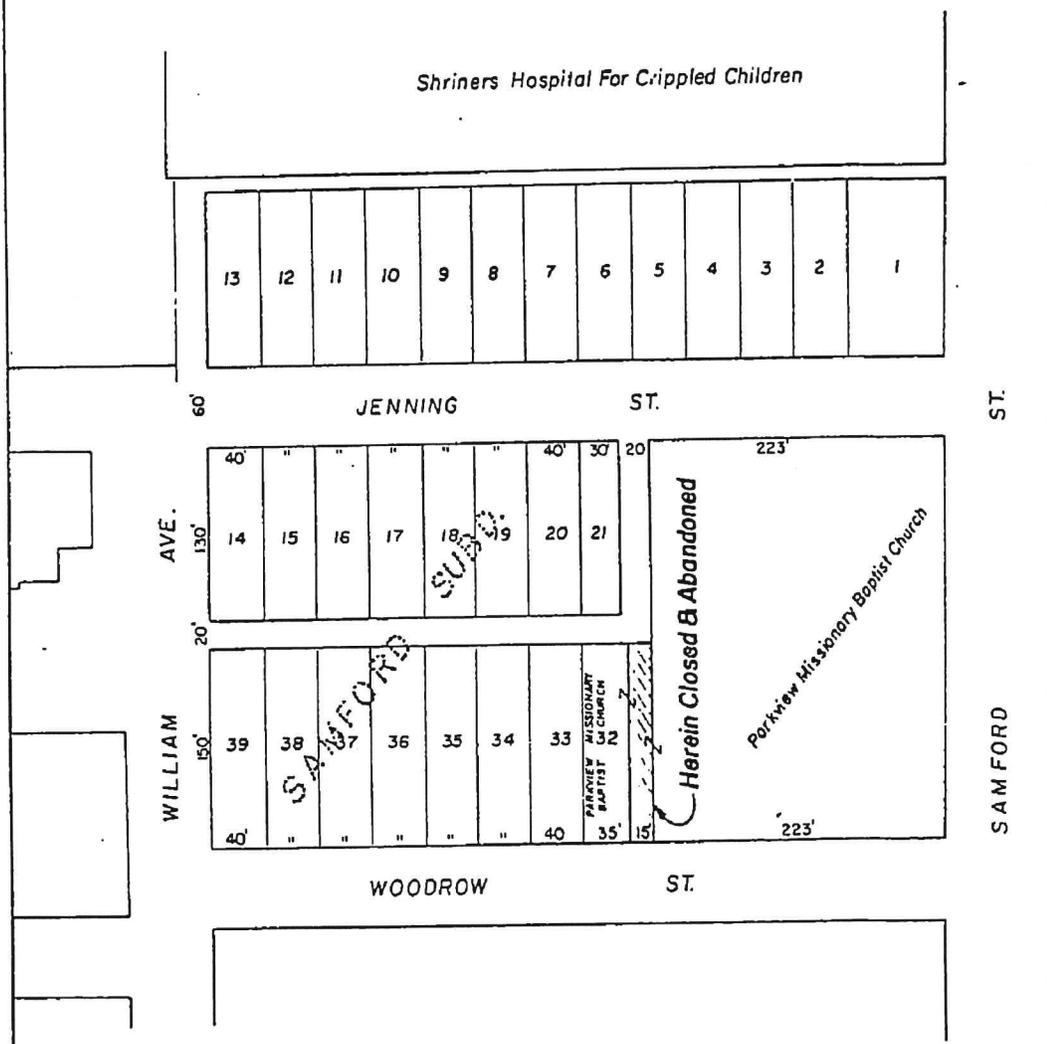
Dianne Lee  
DIANNE LEE, DEPUTY CLERK

ORDINANCES OR RESOLUTIONS ADOPTED  
AT ABOVE MEETING OF CITY COUNCIL  
10:00 O'CLOCK am  
SIGNED THE MAYOR Sept 14, 1981  
Dianne Lee  
DEPUTY CLERK OF COUNCIL

I, Cynthia D. ..., DEPUTY CLERK OF COUNCIL OF THE CITY OF SHREVEPORT, HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF ORDINANCE RESOLUTION NO. 261 OF Sept 1981 ADOPTED Sept 8 1981 SHREVEPORT, LA.  
Cynthia D. ...  
DEPUTY CLERK OF COUNCIL  
DATE Oct 21, 1981

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

SCALE: 1"=100'



APPROVED :

*[Signature]*  
 City Engineer

*[Signature]*  
 Metropolitan Planning Commission

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

**PURPOSE**

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

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

**BACKGROUND INFORMATION**

The Office of the City Engineer has received a request from Ms. Natalie Hamilton, representing Union Mission Baptist Church No. 1, to change the name of Red Fox Circle, in the Mohr Girls' Circle subdivision to **God's Country**. On July 15, 2003, the Mohr Girls' Circle subdivision was filed and recorded in Book 4000, Page 134, of the Conveyance Records of Caddo Parish, Louisiana, and established a public dedicated cul-de-sac named Red Fox Circle to serve two re-subdivided tracts of property. The petitioners own all of the adjacent linear footage of the dedication to be renamed.

**TIMETABLE**

It is requested that the City Council consider this ordinance at its December 13, 2022, meeting.

Introduction:           September 13, 2022

Final Passage:         December 13, 2022

**SPECIAL PROCEDURE REQUIREMENTS**

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

**CONCLUSION**

The Office of the City Engineer has no objection to this ordinance.

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

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

**AN ORDINANCE CHANGING THE NAME OF RED FOX CIRCLE IN THE MOHR GIRLS' CIRCLE SUBDIVISION, IN SECTION 25 (T17N-R15W), TO GOD'S COUNTRY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO:**

**BY COUNCIL PERSON:**

**WHEREAS**, on July 15, 2003, the Mohr Girls' Circle subdivision, was filed and recorded in Book 4000, Page 134, of the Conveyance Records of Caddo Parish, Louisiana; and

**WHEREAS**, said subdivision dedicated to the public a cul-de-sac named Red Fox Circle to service two newly re-subdivided lots; and

**WHEREAS**, the City of Shreveport has received a request from Union Mission Baptist Church No. 1 to rename Red Fox Circle to **God's Country**; and

**WHEREAS**, Union Mission Baptist Church No. 1 is the owner of all the adjacent property, and

**WHEREAS**, in accordance with the requirements of Sections 78-451 & 78-452 of the Code of Ordinances, Red Fox Circle does not memorialize any person and has no local or historical significance; and

**WHEREAS**, in accordance with the requirements of Section 78-451 of the Code of Ordinances, all of the abutting property owners are in agreement to the name change; and

**WHEREAS**, the proposed name change meets the requirements and approval of the City Engineer's Office; and

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Shreveport, in due, regular and legal session convened, that the public dedicated cul-de-sac in the Mohr Girls' Circle subdivision, recorded as Red Fox Circle is hereby changed to **God's Country**.

**BE IT FURTHER ORDAINED**, that to comply with LSA R.S. 18:201, a certified copy of this ordinance shall be provided to the Registrar of Voters for Caddo Parish, Louisiana.

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

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

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

**APPROVED AS TO LEGAL FORM:**

---

City Attorney's Office

**STREET-NAME CHANGE PETITION  
FOR  
RED FOX CIRCLE**

**NOW COMES, Union Mission Baptist Church, No. 1, the sponsor of this petition, is requesting the re-naming of Red Fox Circle to God's Country. This street acts as direct access to the church and Union Mission Baptist Church, No. 1 owns all of the adjacent footage.**

**Union Mission Baptist Church, No. 1. is the owner of Lots 1&2, Mohr Girls' Circle Subdivision (171525-041-0001-00 & 171525-041-0002-00) and is herein represented by Natalie Hamilton and has a present mailing address of 6029 Buncombe Road, Shreveport, Louisiana 71129-4005.**

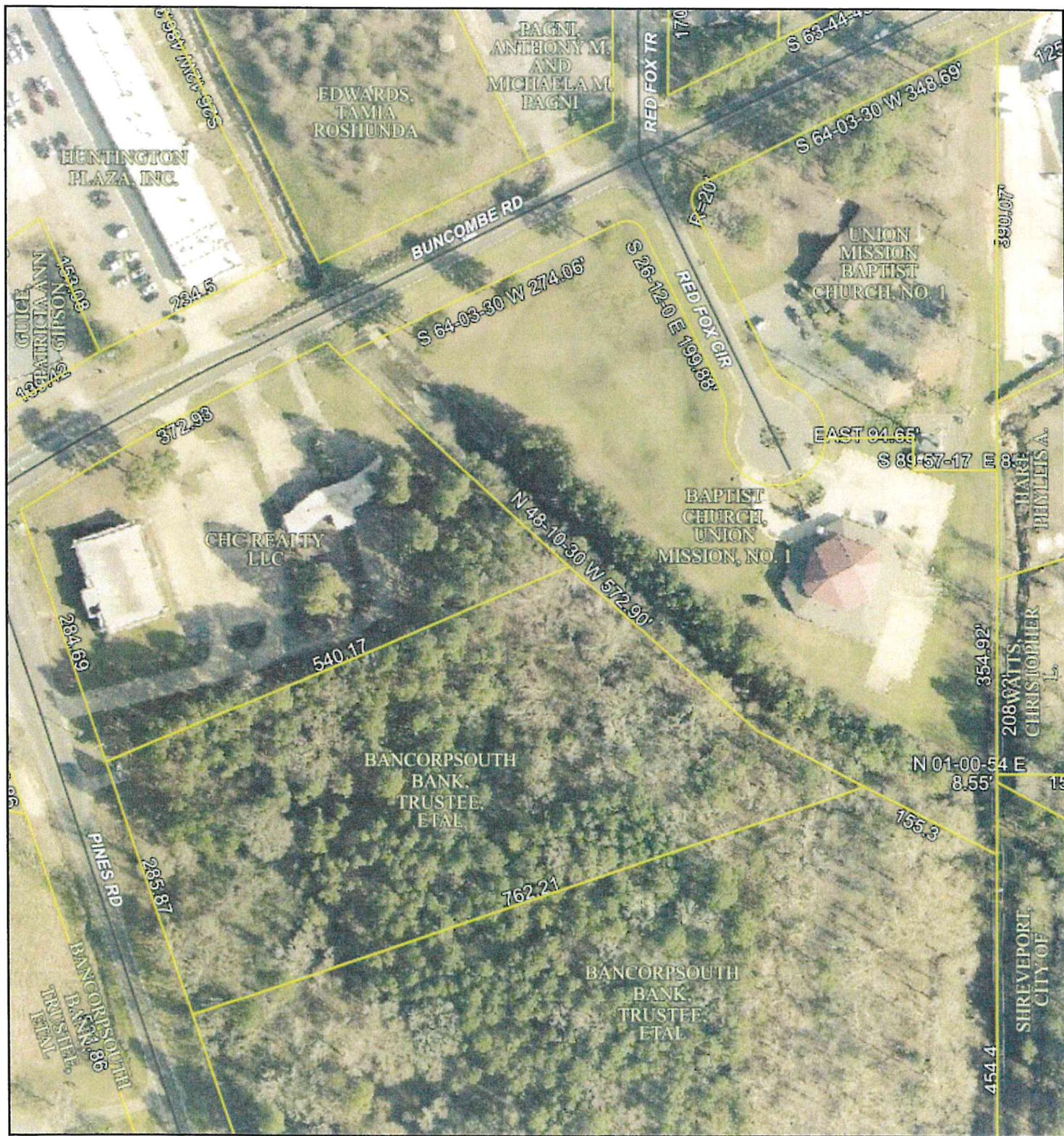
BY: Natalie Hamilton

Title: Administrative Asst.

# Caddo Parish

Assessor's Office

Charles R Henington Jr, Assessor



Date Created: 8/8/2022

Created By: william.talton@shreveportla.g

1 inch = 142 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

# MOHR GIRLS' CIRCLE

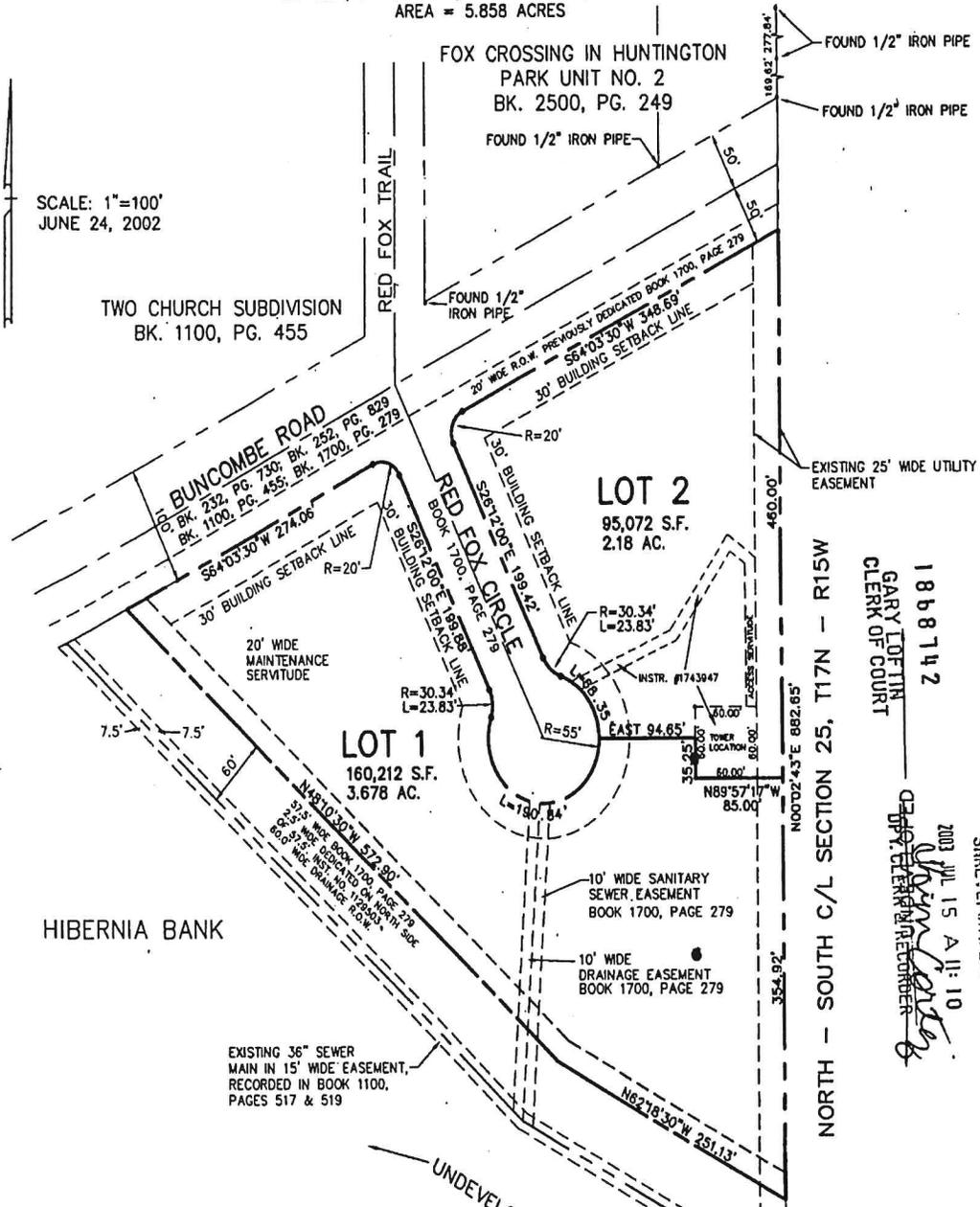
BEING LOCATED IN SECTION 25, TOWNSHIP 17 NORTH - RANGE 15 WEST, SHREVEPORT, CADDO PARISH, LOUISIANA.  
AREA = 5.858 ACRES

4000  
134

SCALE: 1"=100'  
JUNE 24, 2002

TWO CHURCH SUBDIVISION  
BK. 1100, PG. 455

FOX CROSSING IN HUNTINGTON  
PARK UNIT NO. 2  
BK. 2500, PG. 249



HIBERNIA BANK

18887142  
GARY LOFTIN  
CLERK OF COURT  
2002 JUL 15 A 11:10  
J. D. MOHR  
CADDO PARISH  
SHREVEPORT, LA.

FILED & RECORDED  
CADDO PARISH  
SHREVEPORT, LA.

- 1/2" iron pipe set at all corners.
- This property is located in Zone "X" as per F.J.R.M. Map No. 22017C0461, Effective date April 6, 2000.
- Bearings are based upon the Record Bearings as per plat recorded in Book 1700, Pg. 279.
- Property was surveyed in accordance with the LA. "Minimum Standards for Property Boundary Surveys" for a Class "C" Survey.

I hereby certify that this dedication plat conforms to Ordinance No. 115 and Ordinance No. 1268 of 1970 and amendments thereto, and that this map represents an actual ground survey by me or under my supervision.

APPROVED:  
*Ron Norwood*  
Ron Norwood  
City Engineer  
7-14-03  
Charles H. Kirkland  
7-14-03  
Charles H. Kirkland  
Metropolitan Planning Commission

THE UNDERSIGNED OWNER HEREBY AUTHORIZES THE PLATTING AND RECORDING OF THIS SUBDIVISION.

RECORD OWNER:  
The Mohr Girls' Partnership

*James D. Mohr* June 24, 03  
By: James D. Mohr, Manager  
*Margaret H. Mohr* 6/24/03

*J. A. Craig* 6/24/03  
JOHNNIE A. CRAIG  
PROFESSIONAL LAND SURVEYOR  
MOHR AND ASSOCIATES, INC.  
REGISTRATION NO. 4587



# FACT SHEET

# CITY OF SHREVEPORT, LOUISIANA

<b>TITLE</b> An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, for the purpose of updating the use definitions, use standards, and parking requirements, respectively, pertaining to the retail sales of alcohol, and to otherwise provide with respect thereto.	<b>DATE</b> September 13, 2022	<b>ORIGINATING DEPARTMENT</b> Shreveport   Caddo Metropolitan Planning Commission (“MPC”) <b>COUNCIL DISTRICT</b> City-wide <b>SPONSOR</b>
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### PURPOSE

To amend the code text in the Shreveport Unified Development Code.

### BACKGROUND INFORMATION

Pursuant to the City Council’s directive, the Shreveport UDC requires an update to certain alcohol related uses to ensure consistency with City policies, to improve clarity, and to better serve the public. As part of the review process, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. These agencies consisted of neighboring cities and the Shreveport Police Department—ABO Office. The result of this effort are several Code Text Amendments to various articles in the Shreveport UDC related to definitions, use standards, distance requirements, factors regarding public convenience or necessity, conditions, and parking requirements. In addition, changes to Article 10 of the Shreveport Code of Ordinances will also be required.

These proposed Code Text Amendment improves clarity, user-friendliness, and staff’s ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment.

### TIMETABLE

MPC Introduction:	June 1, 2022
MPC Review & Recommendation:	July 6, 2022
Introduction to City Council:	September 13, 2022
Final Passage by City Council:	September 27, 2022

### ATTACHMENTS

Exhibit “A”	MPC Memo
Exhibit “B”	Table 5-1: Use Matrix
Exhibit “C”	MPC Staff Report 22-4-CTAC

### SPECIAL PROCEDURAL REQUIREMENTS

**MPC Recommendation.** Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on July 6, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

**Notice and Public Hearing at MPC.** In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on July 6, 2022, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on June 23, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

### FINANCES

\$0

### SOURCE OF FUNDS

NA

### ALTERNATIVES

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

### RECOMMENDATION

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Adam Bailey, Community Planning and Design Manager

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

**AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, FOR THE PURPOSE OF UPDATING THE USE DEFINITIONS, USE STANDARDS, AND PARKING REQUIREMENTS, RESPECTIVELY, PERTAINING TO THE RETAIL SALES OF ALCOHOL ,AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City desires to make every effort to notify the public and to encourage public participation and input on these proposed *code text amendments* to the Shreveport Unified Development Code; and

**WHEREAS**, on June 1, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

**WHEREAS**, on July 6, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.27](#); and

**WHEREAS**, in accordance with the intent of [La. R.S. 33:140.27](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on July 6, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

**WHEREAS**, in accordance with the intent of [La. R.S. 33:140.35](#), at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on June 23, 2022; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that the following amendments to the City of Shreveport, Louisiana, Unified Development Code ("Shreveport UDC") are hereby authorized as follows:

1. Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC.

**Add "Liquor Sales" in the following zoning districts.**

- C-2 Corridor Commercial (P)
- C-3 General Commercial (P)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (P)
- D-1-E Downtown Entertainment Sub-District (P)
- D-1-HC Downtown Heavy Commercial Sub-District (P)
- I-1 Light Industrial (P)
- I-MU Industrial Mixed Use (P)

**Delete “Retail Sales of Alcohol – Liquor” from the Use Matrix.**

- C-2 Corridor Commercial (S)
- C-3 General Commercial (S)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (S)
- C-UV Urban Village Commercial (S)
- D-1-CBD Downtown Core Sub-District (S)
- D-1-E Downtown Entertainment Sub-District (S)
- D-1-CMU Downtown Commercial Mixed-Use Sub-District (S)
- D-1-RMU Downtown Residential Mixed-Use Sub-District (S)
- D-1-AC Downtown Arts and Culture Sub-District (S)
- D-1-HC Downtown Heavy Commercial Sub-District (S)
- OR Office Research(S)
- I-MU Industrial Mixed Use (S)
- I-1 Light Industrial (S)
- I-2 Heavy Industrial (S)

**[Note (1): See Exhibit “B” for revised Table 5-1]**

2. Add new definition “Liquor Sales” to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC. All subsequent definitions shall be alphabetized accordingly.

**5.3 USE DEFINITIONS**

\* \* \* \* \*

**Liquor Sales.** Establishments or places of business that are engaged in the sale of alcoholic beverages for off-premises consumption, pursuant to Chapter 10 of the Shreveport Code of Ordinances. Items sold may include, but may not be limited to, distilled spirits, beer, and wine, as well as dry goods and food products. Typical uses include liquor stores, bottle shops or any other establishment licensed for off-site consumption.

3. Amend definition “Retail Sales of Alcohol” to “Retail Sales of Alcohol—Beer and Wine” in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC.

**5.3 USE DEFINITIONS**

\* \* \* \* \*

**Retail Sales of Alcohol—Beer and Wine.** Retail sales of beer and wine in factory original containers for consumption off-premises. Beer includes, but is not limited to, ale, lager, porter, stout, sake, and other similar fermented beverages brewed or produced from malt wholly or in part or from any substitute therefor. Wine is any alcoholic beverage obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing (i) sugar, including honey and milk, either with or without additional sugar; (ii) one-half of one percent or more of alcohol by volume; and (iii) no product of distillation.

\* \* \* \* \*

4. Add new use standard “Liquor Sales” in UDC ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, as subsection “6.1.W.” Re-alphabetize all subsequent uses accordingly.

**6.1 USE STANDARDS**

\* \* \* \* \*

## **W. Liquor Sales**

- 1.** All liquor sales, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Liquor sales, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.
- 2.** In addition to site plan requirements, the following elements of operation will be considered:
  - a.** The size, location, and configuration of the establishment.
  - b.** Days and hours of operation.
  - c.** A security plan.
  - d.** Exterior lighting design.
- 3.** Any establishment with liquor sales must be located no closer than 200 feet from any residential zoning district, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line from any residential zoning district.
- 4.** Any establishment with liquor sales must be located no closer than 1,000 feet from any other existing establishment with liquor sales, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same use is located.
- 5.** Liquor sales cannot be part of any ordinance relief request that is associated with any Small Planned Unit Development (SPUD) application.
- 6.** Liquor Sales that are an accessory use to another principal use such as a retail goods establishment will be treated as a principal use for the purposes of this code and shall comply with the use matrix for allowable district locations for Liquor Sales. Liquor Sales as an accessory use shall also comply with all the use standards for Liquor Sales as described in this section.

5. Amend “Retail Sales of Alcohol” in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, Subsection 6.1.GG of the Shreveport UDC to read as follows:

**6.1 USE STANDARDS**

\* \* \* \* \*

**GG. Retail Sales of Alcohol—Beer and Wine**

1. All retail sales of alcohol—beer and wine establishments, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Retail sales of alcohol—beer and wine establishments, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.
2. In addition to site plan requirements, the following elements of operation will be considered:
  - a. The size, location, and configuration of the establishment.
  - b. Days and hours of operation.
  - c. A security plan.
  - d. Exterior lighting design.

6. Add the following new uses “Liquor Sales” to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING.

TABLE 8-1: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED BICYCLE SPACES	PERCENTAGE OF REQUIRED BICYCLE SPACES THAT MUST BE LONG-TERM SPACES
***	***	***	***
Liquor Sales	1 per 300sf GFA		
***	***	***	***

**BE IT FURTHER ORDAINED** that the Mayor of the City of Shreveport, or his/her designee, and the Executive Director of the Shreveport-Caddo Metropolitan Planning Commission, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

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

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

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

## RECOMMENDED UDC AMENDMENTS.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to correct errors in the text or to accommodate changed or the changing nature of business in our community. These amendments will affect the following articles, or portions thereof: *Article 5. - Uses and Article 6. – Use Standards, updating the use definitions and standards, respectively, for liquor stores, and all new provisions included therein.*

Staff is requesting the Shreveport UDC be amended as follows: strikeout indicates deleted text, underline indicates added text].

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**Discussion/Analysis:** Pursuant to the City Council's directive, the Shreveport UDC requires an update to certain alcohol related uses to ensure consistency with City policies, to improve clarity, and to better serve the public. As part of the review process, staff surveyed and analyzed codes and policies from other agencies as appropriate and applicable. These agencies consisted of neighboring cities and the Shreveport Police Department—ABO Office. The result of this effort are several Code Text Amendments to various articles in the Shreveport UDC related to definitions, use standards, distance requirements, factors regarding public convenience or necessity, conditions, and parking requirements. In addition, changes to Article 10 of the Shreveport Code of Ordinances will also be required.

These proposed Code Text Amendment improves clarity, user-friendliness, and staff's ability to serve the public. It would provide more flexibility, incentivize businesses, and provide a business-friendly environment.

### 1. Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE MATRIX in the City of Shreveport UDC:

Add "Liquor Sales" in the following zoning districts.

- C-2 Corridor Commercial (P)
- C-3 General Commercial (P)
- C-4 Heavy Commercial (P)
- C-UC Urban Corridor Commercial (P)
- D-1-E Downtown Entertainment Sub-District (P)
- D-1-HC Downtown Heavy Commercial Sub-District (P)
- I-1 Light Industrial (P)
- I-MU Industrial Mixed Use (P)

Delete "Retail Sales of Alcohol – Liquor" from the Use Matrix.

- ~~C-2 Corridor Commercial (S)~~
- ~~C-3 General Commercial (S)~~
- ~~C-4 Heavy Commercial (P)~~
- ~~C-UC Urban Corridor Commercial (S)~~
- ~~C-UV Urban Village Commercial (S)~~
- ~~D-1 CBD Downtown Core Sub-District (S)~~
- ~~D-1-E Downtown Entertainment Sub-District (S)~~
- ~~D-1 CMU Downtown Commercial Mixed Use Sub-District (S)~~
- ~~D-1 RMU Downtown Residential Mixed Use Sub-District (S)~~
- ~~D-1 AC Downtown Arts and Culture Sub-District (S)~~
- ~~D-1 HC Downtown Heavy Commercial Sub-District (S)~~
- ~~OR Office Research (S)~~
- ~~I-MU Industrial Mixed Use (S)~~
- ~~I-1 Light Industrial (S)~~
- ~~I-2 Heavy Industrial (S)~~

**[Note (1): See Exhibit "B" for revised Table 5-1]**

### 2. Add new definitions "Liquor Sales" to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC. All subsequent definitions shall be alphabetized accordingly.

\* \* \*

Liquor Sales. Establishments or places of business that are engaged in the sale of alcoholic beverages for off-premises consumption, pursuant to Chapter 10 of the Shreveport Code of Ordinances. Items sold may include, but may not be limited to, distilled spirits, beer, and wine, as well as dry goods and food products. Typical uses include liquor stores, bottle shops or any other establishment licensed for off-site consumption.

\* \* \*

3. Amend definition "Retail Sales of Alcohol" to "Retail Sales of Alcohol—Beer and Wine" in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS in the Shreveport UDC.

\* \* \*

**Retail Sales of Alcohol—Beer and Wine.** Retail sales of ~~alcoholic beverages~~ beer and wine in factory original containers for consumption off-premises. ~~Retail Sales of Alcohol is divided into: 1) sales of beer/wine, which are malt beverages of alcoholic content (beer) and alcoholic beverages obtained by the fermentation of the natural contents of fruits or vegetables, containing sugar (wine); and 2) sales of liquor, which is an alcoholic beverage made by distillation rather than by fermentation. Beer includes, but is not limited to, ale, lager, porter, stout, sake, and other similar fermented beverages brewed or produced from malt wholly or in part or from any substitute therefor. Wine is any alcoholic beverage obtained by the fermentation of the natural sugar content of fruits or other agricultural products containing (i) sugar, including honey and milk, either with or without additional sugar; (ii) one-half of one percent or more of alcohol by volume; and (iii) no product of distillation.~~

\* \* \*

4. Add new use standard "Liquor Sales" in UDC ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, as subsection "W." Re-alphabetize all subsequent uses accordingly.

W. Liquor Sales

1. All liquor sales, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Liquor sales, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.
  2. In addition to site plan requirements, the following elements of operation will be considered:
    - a. The size, location, and configuration of the establishment.
    - b. Days and hours of operation.
    - c. A security plan.
    - d. Exterior lighting design.
  3. Any establishment with liquor sales must be located no closer than 200 feet from any residential zoning district, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line from any residential zoning district.
  4. Any establishment with liquor sales must be located no closer than 1,000 feet from any other existing establishment with liquor sales, as measured from a point of the lot line on which such use is proposed to be located to the nearest point on the lot line on which any other of the same use is located.
  5. Liquor sales cannot be part of any ordinance relief request that is associated with any Small Planned Unit Development (SPUD) application.
  6. Liquor Sales that are an accessory use to another principal use such as a retail goods establishment will be treated as a principal use for the purposes of this code and shall comply with the use matrix for allowable district locations for Liquor Sales. Liquor Sales as an accessory use shall also comply with all the use standards for Liquor Sales as described in this section.
5. Amend "Retail Sales of Alcohol" in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS, Subsection 6.1.GG of the Shreveport UDC to read as follows:

GG. Retail Sales of Alcohol—Beer and Wine

~~Retail Sales of Alcohol require site plan review by the Metropolitan Planning Commission and in some cases may require special use approval. When special use approval is required, the site plan review will be conducted concurrently.~~

1. All retail sales of alcohol—beer and wine establishments, as defined in this Code, must comply with the requirements of this Code, Chapter 10 of the Shreveport Code of Ordinances, as well as all other applicable ordinances, statutes, rules and regulations of the City and State of Louisiana. Note: Retail sales of alcohol—beer and wine establishments, as defined in this Code, may be subject to State law public habitable floor area square footage requirements. Cross reference – La. R.S. 26:271.3.
2. In addition to site plan requirements, the following elements of operation will be considered:
  - a. The size, location, and configuration of the establishment.

- b. Days and hours of operation.
- c. A security plan.
- d. Exterior lighting design.

~~3. Retail Sales of Alcohol are not permitted within any C-2 Corridor Commercial Zoning District property which abuts a residential zoning district.~~

6. Add the following new uses "Liquor Delivery Services" and "Liquor Sales" to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING.

TABLE 8-1: OFF-STREET VEHICLE AND BICYCLE PARKING REQUIREMENTS			
USE	MINIMUM REQUIRED VEHICLE SPACES	MINIMUM REQUIRED BICYCLE SPACES	
		REQUIRED BICYCLE SPACES	PERCENTAGE OF REQUIRED BICYCLE SPACES THAT MUST BE LONG-TERM SPACES
***	***	***	***
<a href="#">Liquor Sales</a>	<a href="#">1 per 300sf GFA</a>		
***	***	***	***



TABLE 5-1: USE MATRIX																																								
PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD					
Fraternity/Sorority																																			P					
Freight Terminal																																				P	P			
Funeral Home																	S	P	P	S																				
Furniture, Furnishings and Equipment Sales																		P	P																	P	P	S		
Gas Station																	S	P	P	S				S				S	S	P	P	P					Sec. 6.1.U			
Golf Course/Driving Range	S	S	S	S																																P				
Government Office																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
Greenhouse/Nursery - Retail																		A	P																	P	P			
Group Home	P	P	P	P	P	P	P	P	P	P	P																										Sec. 6.1.V			
Halfway House																			S																	S		Sec. 6.1.V		
Healthcare Institution																	P	P	P																		P			
Heavy Retail, Rental, and Service																			S	P		S						S								S	P	P		
Helipad																							S	S					S							S	S	Sec. 6.1.A		
Heliport																													S							S	S	Sec. 6.1.A		
Hotel																S	P	P	S	P	S	P	P	S	S	S	S	P								P				
Industrial - Artisan													S					S	P			S																		
Industrial - Heavy																																						P		
Industrial - Light													S																									P	P	
Industrial Design																			P	A			P		P		P	P	P	P	P	P	P							
Industrial Services																																								
Liquor Sales																																							Sec. 6.1.W	
Live Entertainment - Ancillary Use																																							Sec. 6.1.W X	
Live Performance Venue																																							Sec. 6.1.W X	
Lodge/Meeting Hall	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec. 6.1.X Y		
Manufactured Home Park																P																								
Marina																			S																		S	S		
Medical/Dental Office								S					P				P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P			
Movie Studio																																								
Neighborhood Commercial Establishment			S	S	S	S	S	S	S	S	S	S		S																									Sec. 6.1.Y Z	
Nightclub																																							Sec. 6.1.W X	
Office								S					P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P		
Outdoor Dining																	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec. 6.1.Z AA	
Parking Lot (Principal Use)																		S	P	P	S	P						S	P	S	P					P	P		Sec. 6.1.ABB	
Parking Structure (Principal Use)																		S	P	P	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Sec. 6.1.AA BB	
Pay Day/Title Loan Agency																		S	S	S	S		S		S														Sec. 6.1.BB CC	
Passenger Terminal																																								
Personal Service Establishment													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P		
Place of Worship	P	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P		
Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S		S	P	P										P	P		
Public Safety Facility	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P		
Public Works Facility																																							P	
Reception Facility													S					S	P	P	S	P						S	P										Sec. 6.1.CC DD	
Recreational Vehicle Park																																							Sec. 6.1.G	
Research and Development																								S					P	P	P	P	P					P		
Residential Care Facility											P	P	P														S												P	Sec. 6.1.DDEE
Restaurant														P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	Sec. 6.1.EE FF	
Retail Goods Establishment														P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P		
Retail Sales of Alcohol - Beer/Wine																																								Sec. 6.1.FFGG
Retail Sales of Alcohol - Liquor																																								Sec. 6.1.FF
Salvage Yard																																							P	Sec. 6.1.GGHH
Self-Service Ice Vending Unit	S																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 6.1.HH II		
Self-Storage Facility: Climate-Controlled														S				P	P	S						S	S		P	P	P	P					P	Sec. 6.1.II JJ		
Self-Storage Facility: Outdoor																			S	P									P	P	P	P	S					Sec. 6.1.II JJ		
Sexually Oriented Business																																							Sec. 6.1.JJ KK	
Shelter Housing													S	S	P											S		S									P	Sec. 6.1.V		

TABLE 5-1: USE MATRIX																																					
PRINCIPAL USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD		
Short-Term Rental Property	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E		P/E		P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E	P/E		P/E							Sec. 6.1.KK LL	
Single Room Occupancy										P	P	P						S						S	S		S		S							Sec. 6.1.P	
Social Service Center													P			S	S	S	P	S	S			S	S		S		S					P		Sec. 6.1.V	
Solar Farm																											S	P	P	P			P		Sec. 6.1.LL MM		
Soup Kitchen																P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P			
Soup Kitchen, Accessory	P	P	P	P	P	P	P	S	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P			
Specialty Food Service													P			P	P	P	P	P	P	S	S	P	S	P	P		P	P							
Storage Yard - Outdoor																			P											P	P					Sec. 6.1.GG HH	
Truck Repair																														P	P						
Truck Stop																			S											P	P						
Utility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	P	S	S	S	S	S	S	S	P	P	P	P	P			P		Sec. 6.1.MM NN	
Vehicle Dealership – Enclosed																		P	P		P			P				P	P								
Vehicle Dealership – With Outdoor Storage/Display																		P*	P*		S					S		P*	P*	P*						Sec. 6.1.NN OO	
Vehicle Operation Facility																			P									S	P	P					P		
Vehicle Rental – Enclosed																			P	P		P	P	P			P	P	P							P	
Vehicle Rental – With Outdoor Storage/Display																		S	P		S					S	P	S							S		
Vehicle Repair/Service– Major																			P*								S		P	P	S					Sec. 6.1.OO PP	
Vehicle Repair/Service – Minor													S			S	P	P	A	S	P			S		S	S		P	P	S					Sec. 6.1.OO PP	
Warehouse																			A									P	P	P	P						
Wholesale Establishment																			A										P	P	A						
Wind Energy System	S	S																									S	S	S	S					S		Sec. 6.1.PP QQ
Winery																		S	P	S	P				S	P		P	P								
Wireless Telecommunications – New Facility	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9	
Wireless Telecommunications – Attachments to Existing Structures (Other than Towers)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9	
Wireless Telecommunications – Modifications (Eligible Facility)	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 22.9	
Wireless Telecommunications – Modifications (Non-Eligible Facility)																S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 22.9	

TEMPORARY USE	R-A	R-E	R-1-12	R-1-10	R-1-7	R-1-5	R-UC	R-HU	R-TH	R-2	R-3	R-4	R-MUV	R-MHS	R-MHP	C-1	C-2	C-3	C-4	C-UC	C-UV	D-1-CBD	D-1-E	D-1-CMU	D-1-RMU	D-1-AC	D-1-HC	OR	I-MU	I-1	I-2	NA	OS	IC	USE STANDARD		
Batch Plant/Rock Crushing Facility (Temporary)	P**	P**	P**																P*								P*			P*	P*					Sec. 6.2.A	
Borrow Pit	P**	P**	P**																											P*	P*						Sec. 6.2.B
Farmers' Market	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P		Sec. 6.2.C	
Temporary Outdoor Events	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				P	P		Sec. 6.2.D
Temporary Sale of Non-Seasonal Merchandise													P			P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P		Sec. 6.2.E
Temporary Seasonal Sales	S	S	S	S	S	S	S	S	S	S	S	S		S		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P					P		Sec. 6.2.F
Temporary Subdivision Sales Office	P	P	P	P	P	P	P	P	P	P	P	P		P	P																					Sec. 6.2.H	

\* All Vehicle Dealership – with Outdoor Storage/Display uses shall only operate in allowable zoning districts as indicated on this table. Any Vehicle Dealership – with Outdoor Storage/Display use located within 200' of a residentially zoned district shall require a special use permit.

\*\* Even though Batch Plant/Rock Crushing Facility (Temporary) and Borrow Pit are permitted uses (P) by-right, these uses require MPC Board approval at a public hearing.

P/E - Depending on the Short-Term Rental Permit—whether 'Type A,' Type B-1' or Type B-2,' a short short-term rental property will either be a permitted use by-right (P) or will require a Special Exception Use (E)

STAFF REPORT – CITY OF SHREVEPORT

**JULY 6, 2022**

**AGENDA ITEM NUMBER: 15**

**MPC Staff Member:** Adam Bailey

**City Council District:** All Districts

**Parish Commission District:** All Districts

**CASE NUMBER:** 22-4-CTAC: Shreveport UDC Code Text Amendments

**APPLICANT:** METROPOLITAN PLANNING COMMISSION

**REQUEST:** **Code Text (Ordinance) Amendments regarding Liquor Sales**

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**DESCRIPTION:** The Shreveport Unified Development Code (UDC) was implemented in May of 2017. The purpose of the UDC was to update, consolidate, and reformat the former, and extremely outdated, subdivision and zoning regulations. The development of the UDC was one of the priority initiatives of the 2030 Great Expectations Master Plan. And, as such, it was acknowledged that upon adoption that additional corrections and policy amendments to these regulations would be forthcoming to ensure that the Code promotes sound, stable, and desirable development.

The City of Shreveport is committed to undertaking a comprehensive review of its zoning and land use classifications and regulations in regard to the current use of liquor stores (currently known in the Shreveport UDC as *Retail Sales of Alcohol-Liquor*) to better serve, protect, and promote the health and welfare of its citizens.

These proposed amendments add the following new uses—*liquor delivery sales* and *liquor sales*—either allowed with a Special Use Permit, or by-right in the zoning districts, as identified in the Use Matrix; as well as properly updating the use definitions, use standards, and parking requirements, respective to those uses, and any new provisions included therein.

The following Shreveport UDC Articles, or portions thereof, will need amending: (1) *Article 5. - Uses*; (2) *Article 6. - Use Standards*; and (3) *Article 8. - Off-Street Parking and Loading*.

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**BACKGROUND:** In Shreveport, the way that the alcohol sales have been regulated has changed in most recent decades from being only allowed in specific “liquor districts” that were defined geographically to only allowing them with specific approval on a case-by-case basis. Currently, the City of Shreveport is committed to undertaking a comprehensive review of its zoning and land use classifications and regulations in regard to liquor stores/retail sales of alcohol-liquor to better serve, protect, and promote the health and welfare of its citizens.

In October 2021, the City Council believed that it was in the best interest of the City of Shreveport for the Metropolitan Planning Commission (MPC) to establish a moratorium on the issuance of new occupational licenses and certificates of occupancy to any liquor store/retail sales of alcohol-liquor pending further study and revision of its land use policies and regulations. In response to this issue, City Council members expressed concern for the possibility of liquor stores and related uses locating in pockets of commercially zoned property within, or adjacent to, predominately residential areas. City Council further expressed an interest in addressing this issue through zoning; in particular, to differentiate between liquor sales and the general “beer and wine” use category, and to identify locations where liquor sales—as an independent use—should be allowed.

## STAFF REPORT – CITY OF SHREVEPORT

In December 2021, the MPC Board passed a resolution restricting the issuance of new occupational licenses and certificates of occupancy to any liquor store/retail sales of alcohol-liquor for six (6) months, allowing MPC staff adequate time to research proposed adequate code text amendment for the following new uses—*Liquor Delivery Sales* and *Liquor Sales*.

**FINDINGS:** Currently in the Shreveport UDC, use standards apply to liquor stores that prohibit any sales within a C-2 (Corridor Commercial) zoning district that abut residentially zoned property. However, in determining where liquor stores are currently located in Shreveport—versus where liquor stores *should* be located—research indicates that a large contingent of Shreveport’s low-income neighborhoods<sup>1</sup> have just as many liquor stores as medium<sup>2</sup> or high-income<sup>3</sup> neighborhoods. Furthermore, Louisiana Courts have ruled that more stringent regulation may be applied to liquor business.

*Due to the nature of the intoxicating liquor business, the governing authorities may impose regulations on it more stringent than other businesses.<sup>4</sup>*

Staff proposes to design the liquor sale regulations that will mitigate the potential negative impacts of the use by imposing revised land use regulations specifically tailored to *Liquor Sales*; that would also allow that use to be a *use-by-right* in a limited number of zoning districts. This approach is expected to eliminate controversial, inconsistent and arbitrary decisions regarding where liquor stores/liquor sales can be located.

The proposed amendments will add definitions to accommodate the specific market for liquor sales, as well as include the use for liquor delivery, as permitted or special uses throughout the City in the appropriate zoning districts so long as the intensity of use is not likely to conflict with adjacent properties. Generally, the liquor sales would be compatible in general retail corridors, the downtown core, and at light industrial zoning districts.

The prevailing method other towns use to regulate liquor sales consists of zoning locations and use standards designed to control the specific aspects of the operations. Staff recommends the size, spacing, and distance requirements be consistent with the limits set in other municipalities.

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**PROPOSED TEXT  
AMENDMENT(S):**

Staff is proposing amending/adding the following UDC Articles at this time:

- **Amend Article 5. - Uses**
- **Amend Article 6. - Use Standards**
- **Amend Article 8. - Off-Street Parking and Loading**

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<sup>1</sup> Less than \$50,000/year

<sup>2</sup> \$50,000-\$90,000/year

<sup>3</sup> Greater than \$90,000/year

<sup>4</sup> *City of Baton Rouge v. Rebowe*, 75 So. 2d 239, 226 La. 186 (La. 1954)

## STAFF REPORT – CITY OF SHREVEPORT

### **Amendment 1.**

**Amend TABLE 5-1: USE MATRIX in ARTICLE 5. USES, SECTION 5.2 USE.** This amendment will add the following new uses—*Liquor Sales* and *Liquor Delivery Services*—to the Use Matrix. **See Exhibit “B” for revised Table 5-1: USE MATRIX.**

### **Amendment 2.**

**Add the new definitions of “Liquor Delivery Services” and “Liquor Sales” to ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS.** Staff considered the appropriateness and intensity of use when determining not only the definition, but where these uses would be permitted, not permitted, or special uses (as applicable) throughout the City’s zoning districts.

### **Amendment 3.**

**Amend definition “Retail Sales of Alcohol” to “Retail Sales of Alcohol—Beer and Wine” in ARTICLE 5. USES, SECTION 5.3 USE DEFINITIONS.** Updated standards reflects changes to Retail Sales of Alcohol, specifically concerning beer and wine sales.

### **Amendment 4.**

**Add new use standard “Liquor Sales” in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE STANDARDS.** The new standard specifically identifies Liquor Sales as its own separate use—a use more in-line with industry terminology. The old use—Retail Sales of Alcohol—Liquor—was confusing to many applicants.

### **Amendment 5.**

**Amend “Retail Sales of Alcohol” in ARTICLE 6. USE STANDARDS, SECTION 6.1. USE.** This amendment adds *Beer and Wine* to become *Retail Sales of Alcohol—Beer and Wine* for more clarity.

### **Amendment 6.**

**Add the following new uses “Liquor Delivery Services” and “Liquor Sales” to Table 8-1 of ARTICLE 8. OFF-STREET PARKING AND LOADING.** These new uses need minimum parking requirements added to Table 8-1.

### **See Attachments:**

- **Exhibit “A”** for memorandum describing these amendments in full detail.
- **Exhibit “B”** for Table 5-1, adding the permitted allowed locations for the new uses *Liquor Delivery Services* and *Liquor Sales*.

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**APPROVAL STANDARDS:** The purpose of Shreveport UDC *Section 16.1.E.1* is to provide a uniform means for amending the text of the UDC whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendments, the MPC shall weigh the relevance to which the proposed amendment:



City of Shreveport | Caddo Parish

**Metropolitan Planning Commission**

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

**STAFF REPORT – CITY OF SHREVEPORT**

- a. Promotes the public health, safety, and welfare.**  
*The proposed text amendments promotes the public health, safety, and welfare.*
- b. Promotes the Master Plan and any adopted land use policies.**  
*The proposed text amendments are consistent with the Master Plan.*
- c. Promotes intent of this Code.**  
*These amendments will clarify current practices, thus promoting the intent of the Code.*
- d. Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**  
*Staff finds the proposed amendment would improve compatibility among uses and would assist in ensuring efficient development within the City.*
- e. The extent to which the proposed amendment creates nonconformities.**  
*These amendments help alleviate nonconformities, not create them.*

**STAFF**

**RECOMMENDATION:** Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE the code text amendments is warranted. If approved by City Council, Article 5 Article 6 and Article 8 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.

Alternatively, based on information provided at the public hearing, the MPC Board may:

- Deny all of the proposed code text amendment(s);
- Deny specific provisions, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

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

**MPC BOARD**

**RECOMMENDATION:** The Board voted 6-0 to recommend the application for approval.

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

# FACT SHEET

# CITY OF SHREVEPORT, LOUISIANA

<b>TITLE</b> An ordinance to amend various articles and sections in the City of Shreveport, Louisiana, Unified Development Code, relative to surfacing requirements for parking lots, and to otherwise provide with respect thereto.	<b>DATE</b> September 13, 2022	<b>ORIGINATING DEPARTMENT</b> Shreveport   Caddo Metropolitan Planning Commission (“MPC”) <b>COUNCIL DISTRICT</b> City-wide <b>SPONSOR</b>
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### PURPOSE

To amend the code text in the Shreveport Unified Development Code.

### BACKGROUND INFORMATION

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. These proposed amendments relate to surfacing requirements for parking lots. Trucking and shipping play a vital role in Shreveport’s economy and the metro area has an increasing number of heavy trucks in part due to growing logistics/warehousing industries. With more trucks, there is a need for more truck parking. Expanding the surfacing requirements for parking lots for heavy truck parking should result in the development of more locations for such storage. However, if not adequately regulated, surfacing requirements that is poorly managed or over-concentrated may adversely impact area residents. These proposed regulations should effectively provide for the needs of the community and mitigate potential adverse impacts on quality of life.

### TIMETABLE

MPC Introduction:	August 3, 2022
MPC Review & Recommendation:	September 7, 2022
Introduction to City Council:	September 13, 2022
Final Passage by City Council:	September 27, 2022

### ATTACHMENTS

Exhibit “A”	MPC Memo
Exhibit “B”	MPC Staff Report

### SPECIAL PROCEDURAL REQUIREMENTS

**MPC Recommendation.** Pursuant to La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, no amendment shall become effective unless it be first submitted to and approved (recommendation) by the MPC. The MPC reviewed these amendments and provided a favorable recommendation on September 7, 2022. Therefore, the City Council may render its decision to approve the amendments by a simple majority vote. See La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, and Shreveport UDC 16.1 (D)(3)(b).

**Notice and Public Hearing at MPC.** In accordance with the intent of La. R.S. 33:140.27 and La. R.S. 33:140.35, as amended, for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting on September 7, 2022, before voting on the proposed amendments. At least ten (10) days’ notice of the time and place of the Public Hearing was published on August 19, 2022 in *The Shreveport Times* (a newspaper of general circulation in the municipality).

### FINANCES

\$0

### SOURCE OF FUNDS

NA

### ALTERNATIVES

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

### RECOMMENDATION

It is recommended that the City Council adopt the ordinance.

**FACT SHEET PREPARED BY:** Adam Bailey, Community Planning and Design Manager

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

**AN ORDINANCE TO AMEND VARIOUS ARTICLES AND SECTIONS IN THE CITY OF SHREVEPORT, LOUISIANA, UNIFIED DEVELOPMENT CODE, RELATIVE TO SURFACING REQUIREMENTS FOR PARKING LOTS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**WHEREAS**, the City desires to make every effort to notify the public and to encourage public participation and input on these proposed *code text amendments* to the Shreveport Unified Development Code; and

**WHEREAS**, on August 3, 2022, the first draft proposals of these *code text amendments* were submitted to the Shreveport-Caddo Metropolitan Planning Commission (MPC), at its regular public board meeting, for informal review and discussion; and

**WHEREAS**, on September 7, 2022, these *code text amendments* were submitted to the Shreveport-Caddo MPC, at its regular board meeting, for review and recommendation in accordance with [La. R.S. 33:140.27](#); and

**WHEREAS**, in accordance with the intent of [La. R.S. 33:140.27](#) for a Public Hearing and Notice to be issued, the MPC held a Public Hearing at its Public Meeting, on September 7, 2022, before voting and providing a favorable recommendation, to the City Council, regarding the proposed amendments; and

**WHEREAS**, in accordance with the intent of [La. R.S. 33:140.35](#), at least ten (10) days' Notice of the time and place of the Public Hearing was published, at the request of the Shreveport-Caddo MPC staff, in *The Shreveport Times* (a newspaper of general circulation in the municipality) and said Notice was published on August 19, 2022; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana, in a due, legal and regular session convened, that the following amendments to the City of Shreveport, Louisiana, Unified Development Code ("Shreveport UDC") are hereby authorized as follows:

1. Amend "H. Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES in the Shreveport UDC.

**8.5 DESIGN OF VEHICLE PARKING SPACES**

\* \* \* \* \*

**H. Surfacing**

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel crushed concrete

or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:

- a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.
  - b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.
  - c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:
    - i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.
    - ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.
    - iii. The Director of Public Works may prohibit and/or block any public access onto the property.
  - d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.
2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:
- a. Single-family – detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location.
  - b. In the RA District, single-family–detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron is required from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.
  - c. All single-family – detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.

3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:
  - a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.
  - b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.
  - c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:
    - i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.
    - ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.
    - iii. The Director of Public Works may prohibit and/or block any public access onto the property.
  - d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

**BE IT FURTHER ORDAINED** that the Mayor of the City of Shreveport, or his/her designee, and the Executive Director of the Shreveport-Caddo Metropolitan Planning Commission, or his/her designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or his/her designee, necessary to effectuate the purposes set forth herein.

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

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

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of Shreveport City Charter Section 4.23.

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

## RECOMMENDED UDC CODE TEXT AMENDMENTS. 22-9-CTA.

The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development to correct errors in the text or to accommodate changed or changing conditions in a particular area. Periodically, revisions are required to reflect the changing nature of business in our community. These proposed amendments will be intended to be more user-friendly, including, but not limited to, amending the following article, *Article 8. – Off-Street Parking And Loading*, or portions thereof, relative to surfacing requirements for parking lots, with all provisions included therein.

Staff is requesting the Shreveport UDC be amended as follows: ~~strikeout~~ indicates deleted text, underline indicates added text].

### 1. Amend "H. Surfacing" in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES in the Shreveport UDC.

#### 8.5 DESIGN OF VEHICLE PARKING SPACES

\* \* \* \* \*

#### H. Surfacing

1. All surface parking lots must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. ~~Gravel or loose rock is prohibited, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:~~
  - a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.
  - b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.
  - c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:
    - i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.
    - ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.
    - iii. The Director of Public Works may prohibit and/or block any public access onto the property.
  - d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.
2. Driveways must be paved with a durable all-weather material, such as concrete or asphalt, and all uneven slabs must be resurfaced to provide a smooth surface, with the following exceptions:
  - a. Single-family – detached and attached, and two-family dwellings are permitted to construct driveways constructed of pervious paving, upon submission of detailed information regarding paving proposed, including a report from a professional engineer, licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location.
  - b. In the RA District, single-family–detached and manufactured homes are permitted a gravel driveway, however a paved driveway apron is required from the road to at least the right-of-way line, or a minimum of fifteen (15) ~~ten (10)~~ feet from the road, whichever is greater in depth, as measured from the right-of-way line, is required.
  - c. All single-family – detached and attached, and two-family dwellings are also permitted to construct driveways that consist of two concrete wheel strips, each of which is at least 18 inches wide and

at least 20 feet long. Groundcover must be planted between the strips; gravel between the strips is not permitted.

3. Any other areas used for off-street parking must be paved with a durable all-weather material, such as concrete or asphalt. All uneven slabs must be resurfaced to provide a smooth surface. Pervious paving may be allowed, upon submission of detailed information regarding paving proposed, including a report from a professional engineer licensed in the State of Louisiana, stating that the proposed paving and soil substrate can adequately allow percolation or infiltration of storm water at the proposed location. Gravel ~~or loose rock is prohibited~~, crushed concrete or milled asphalt are acceptable on any property within the I-1 Light Industrial Zoning District and I-2 Heavy Industrial District, provided all of the following surfacing conditions are met:
  - a. The surface material shall be designed by a professional engineer to sustain the anticipated traffic load. The surface type, along with the engineer's seal, shall be verified by the City Engineer, or his or her designee.
  - b. A paved driveway apron, made of concrete or asphalt, is required to extend from the road to at least the right-of-way line, or a minimum of fifteen (15) from the road, whichever is greater.
  - c. Should any surface material enter the public roadway, public drainage system, or public right-of-way, it shall be the responsibility of the property owner to remove the material immediately. Failure to do so may result in the following:
    - i. The Zoning Administrator is authorized to revoke a certificate of occupancy, as well as issue any zoning violations to the property owner, as applicable.
    - ii. The Director of Water and Sewerage, in accordance with the Shreveport City Code, is authorized to discontinue water service to any property discharging any surface material into the public roadway, public drainage system, or public right-of-way.
    - iii. The Director of Public Works may prohibit and/or block any public access onto the property.
  - d. Should any of the above enforcement actions take place, the site shall only regain full operation once all violations are corrected, costs reimbursed, and/or any fines paid in full, as applicable.

## STAFF REPORT – CITY OF SHREVEPORT

**SEPTEMBER 7, 2022**  
**AGENDA ITEM NUMBER: 11**  
**MPC Staff Member:** Adam Bailey  
**City Council District:** All Districts  
**Parish Commission District:** All Districts

**CASE NUMBER:** 22-9-CTAC: City of Shreveport Code-Text Amendments  
**APPLICANT:** METROPOLITAN PLANNING COMMISSION  
**REQUEST:** Code Text (Ordinance) Amendments to the Shreveport UDC

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**DESCRIPTION:** The City of Shreveport Unified Development Code (UDC) undergoes regular review to ensure that the Code promotes sound, stable, and desirable development. Periodically, revisions are required to reflect the changing nature of business in our community. These proposed amendments will be intended to be more user-friendly, including, but not limited to, amending the following article, *Article 8. – Off-Street Parking And Loading*, or portions thereof, relative to surfacing requirements for parking lots, with all provisions included therein.

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**NOTIFICATION:** MPC staff provided notice of the September MPC public hearing through publication in The Shreveport Times on August 19, 2022. No comments have been received to date.

Following the MPC public hearing on September 7, the Shreveport City Council will review the proposals at a September 26, 2022 and October 10, 2022 public hearing.

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**STAFF ANALYSIS:** Code text amendment changes may be reviewed at any time and are not subject to any annual review requirements. The Office of the MPC typically reviews code amendments updates annually or semi-annually, to accommodate changed or the changing nature of business in our community. The proposed changes in this report were provided by the City Engineer.

Trucking and shipping play a vital role in Shreveport's economy and the metro area has an increasing number of heavy trucks in part due to growing logistics/warehousing industries. With more trucks, there is a need for more truck parking. Companies and independent truck drivers that own their own trucks need additional options for storage. In addition, truck drivers that need to rest may park at unsafe locations, such as on street shoulder or vacant lots, if they are unable to locate available temporary parking.

As communicated to MPC staff while resolving enforcement complaints, many residents have requested better enforcement action against unlawful or non-compliant truck parking in residential areas. On the other hand, some truck drivers that have been cited for parking trucks in residential areas have expressed frustration at the limited options for parking.

Expanding the surfacing requirements for parking lots for heavy truck parking should result in the development of more locations for such storage. However, if not adequately regulated, parking that is poorly managed or overconcentrated may adversely impact residents. Regulations should effectively provide for the needs of the community and mitigate potential adverse impacts on quality of life.

## STAFF REPORT – CITY OF SHREVEPORT

**PROPOSED UDC CODE  
TEXT AMENDMENT(S):**

Staff is proposing amending the following UDC Articles at this time:

- Amend Article 8. – *Off-Street Parking And Loading*

**Amendment 1. Amend “H. Surfacing” in ARTICLE 8. OFF-STREET PARKING AND LOADING, SECTION 8.5. DESIGN OF VEHICLE PARKING SPACES.**

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**ATTACHMENTS:** See Exhibit “A” for memorandum describing these amendments in full detail.

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**APPROVAL STANDARDS:** The purpose of Section 16.1.E.1 is to provide a uniform means for amending the text of the Unified Development Code whenever the public necessity, convenience, general welfare, comprehensive plan, or appropriate land use practices justify or require doing so. In determining whether to recommend approval or denial of the proposed text amendment, the MPC shall weigh the relevance to which the proposed amendment:

- Promotes the public health, safety, and welfare.**  
*The proposed text amendments promotes the public health, safety, and welfare.*
- Promotes the Master Plan and any adopted land use policies.**  
*The proposed text amendments are consistent with the Master Plan.*
- Promotes intent of this Code.**  
*These amendments will simplify current practices, thus promoting the intent of the Code.*
- Corrects an error or omission, adds clarification to existing requirements, or reflects a change in policy.**  
*The proposed amendments reflect changes in policy.*
- The extent to which the proposed amendment creates nonconformities.**  
*These amendments help alleviate nonconformities, not create them.*

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**STAFF  
RECOMMENDATION:**

Based on staff analysis, review of the above standards and facts of record, MPC Staff concludes that the recommendation to APPROVE these code text amendments is warranted. If approved by City Council, Article 8 of the Shreveport UDC would be amended, as described within. A majority vote of the MPC Board members present and voting is required to recommend approval to the City Council.

**Alternatively, based on information provided at the public hearing, the MPC Board may:**

- Deny the proposed code text amendment;
- Deny specific provisions and/or amendments, and approve any subsequent amendments and/or provisions; or
- Modify specific language in the proposed amendment and approve, as modified.

## STAFF REPORT – CITY OF SHREVEPORT

### PUBLIC ASSESSMENT:

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### MPC BOARD RECOMMENDATION:

**FACT SHEET**

**CITY OF SHREVEPORT,  
LOUISIANA**

**TITLE**  
**A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**DATE**  
12/21/2021

**ORIGINATING DEPARTMENT**  
City Council  
**COUNCIL DISTRICT**

**SPONSOR**  
COUNCILMAN JAMES GREEN

**PURPOSE**

To support and consent to the City of Shreveport, District F, creating a TIF district – a public improvement district.

**BACKGROUND INFORMATION**

La. R S. 33:9038.32(3) requires that, “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

This resolution is to consent to the City of Shreveport, District F, for the creation of a TIF district wholly within the bounds shown in Exhibits A and B.

**TIMETABLE**

Introduction: December 28, 2021  
Final Passage: December 28, 2021

**ATTACHMENT(S)**

Exhibit A  
Exhibit B

**SPECIAL PROCEDURAL REQUIREMENTS**

**ALTERNATIVES**

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

**RECOMMENDATION**

Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:** Manushka Gracia-Desgage,  
Assistant City Attorney

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

**A RESOLUTION IN SUPPORT OF AND ESTABLISHING A TAX INCREMENT FINANCING (TIF) DISTRICT, A PROPOSED PUBLIC IMPROVEMENT DISTRICT, WHOLLY WITHIN THE CITY LIMITS OF THE CITY OF SHREVEPORT, AND OTHERWISE PROVIDING WITH RESPECT THERETO.**

**BY COUNCILMEMBER: JAMES GREEN**

**WHEREAS**, the City of Shreveport, District F, is considering the creation of a TIF district with the boundaries shown in EXHIBITS A and B, and;

**WHEREAS**, the boundaries of the district lie wholly within the City of Shreveport; and

**WHEREAS**, per La. R S. 33:9038.32(3), “if the governing authority of a parish proposes to establish, by ordinance, an economic development district whose boundaries include any territory located within the corporate limits of a municipality, then the governing authority of the parish shall not adopt the ordinance to create any such district without the prior written consent of the governing authority of the municipality.”

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shreveport in due, legal and regular session convened that the City of Shreveport consents to Caddo Parish’s establishment of the “Amazon TIF District, State of Louisiana,” with the boundaries shown in EXHIBIT A, said boundaries lying wholly within the City of Shreveport.

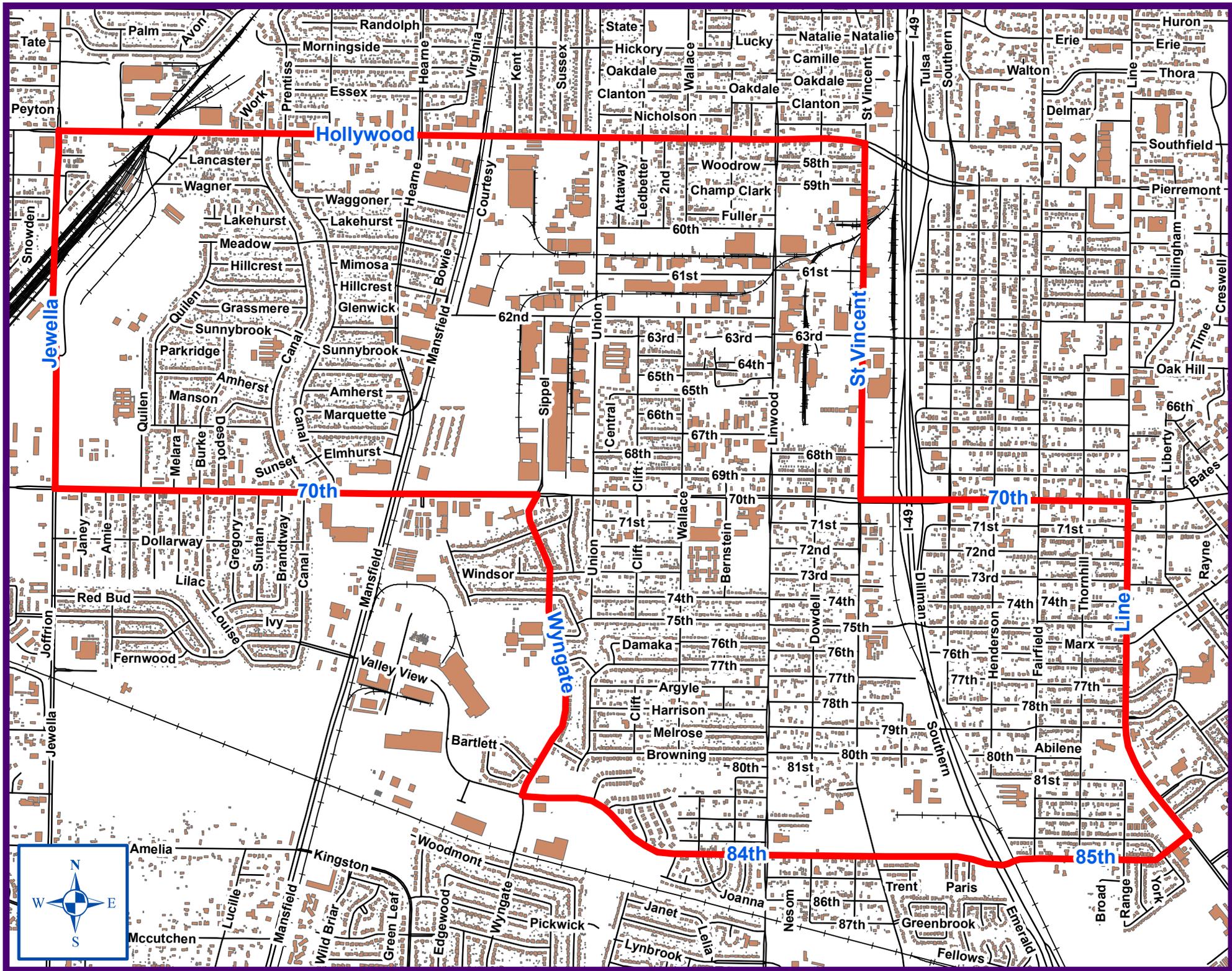
**BE IT FURTHER RESOLVED** that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this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

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

APPROVED AS TO LEGAL FORM:

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City Attorney’s Office



**North:**

Starts at Jewella & Hollywood and continues until Hollywood & St. Vincent Avenue:

**East:**

Starts at Hollywood and St. Vincent Avenue and runs southward to the intersection St. Vincent and 70th Street and continues east on 70th street to Line Ave and continues south on Line Avenue and stops at the Line Avenue and East 84th Street.

**South:**

Starts at Line Avenue and East 84th Street and continues west until Wyngate Blvd. Continues North on Wyngate Blvd to the intersection of Wyngate and 70th and continues west until Jewella.

**West:**

Start at West 70th and Jewella and continue north and stop at Hollywood Avenue.

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

An Ordinance amending Section 10-69 of Chapter 10, Article IV, Division 2 of the City of Shreveport, Louisiana, Code of Ordinances with respect to the Fee and Term for alcoholic beverage handling employee cards, and to otherwise provide with respect thereto.

**DATE****ORIGINATING DEPARTMENT**

Shreveport Police Department

**COUNCIL DISTRICT**

City-wide

**SPONSORS****PURPOSE**

This ordinance amends Section 10-69 to the Code of Ordinances to update the ABO card processing fees; and to provide for the fees related to the respective classes of ABO employee cards.

**BACKGROUND INFORMATION**

The Shreveport Police Department ABO office proposes that upon the adoption of legislation that establishes two (2) classes of ABO employee handling cards the processing fees for the respective classes of cards is amended in relation thereto. This ordinance proposes that the current processing fees are increased from \$24.00 to \$40.00; and the replacement fee reduced from \$24.00 to \$20.00.

**TIMETABLE**

Introduction: October 12, 2021

Final Passage: October 26, 2021

**ATTACHMENTS**

2

**SPECIAL PROCEDURAL REQUIREMENTS**

N/A

**FINANCES**

NA

**SOURCE OF FUNDS**

NA

**ALTERNATIVES**

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

**RECOMMENDATION**

Approval of this ordinance is recommended.

**FACT SHEET PREPARED BY:** Corporal Carlos Glass-Bradley, Police

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

**AN ORDINANCE AMENDING SECTION 10-69 OF CHAPTER 10, ARTICLE IV, DIVISION 2 OF THE CITY OF SHREVEPORT, LOUISIANA, CODE OF ORDINANCES WITH RESPECT TO THE FEE AND TERM FOR ALCOHOLIC BEVERAGE HANDLING EMPLOYEE CARDS, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.**

**BY COUNCILMEMBER:**

**BE IT ORDAINED** by the City Council of the City of Shreveport, Louisiana in due, legal and regular session convened, that a new Section 10-69 be hereby added to Chapter 10 of the City of Shreveport, Louisiana Code of Ordinances to read as follows: **Sec. 10-69. – Fee and Term**

**Sec. 10-69. - Fee and term.**

- (a) Alcoholic beverage handling employee cards shall expire two years from the date of issuance.
- (b) A processing fee of \$40.00 will be charged for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.
- (c) In addition to the fee provided in subsection (b) of this section and, except as otherwise provided in subsection (e) of this section, a processing fee of \$26.00 will be charged for a criminal history check for a new alcoholic beverage handling employee card application or for a renewal application of an existing alcoholic beverage handling employee card. The fee shall be non-refundable in the event a card is denied.
- (d) A fee of \$20.00 will be charged for replacement of an alcoholic beverage handling employee card that is valid and in effect at the time of re-issuance. The expiration date for the replacement card shall be the same as the date on the original alcoholic beverage handling employee card. A

processing fee for a criminal history check shall not be charged for replacement of an alcoholic beverage handling employee card that is valid at the time of re-issuance.

(e) In the event that multiple cards are applied for at the same time (i.e., alcoholic beverage handling employee card and sexually oriented business employee card), only one processing fee for a criminal history check will be charged.

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

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

**BE IT FURTHER ORDAINED** that this Ordinance shall become effective in accordance with the provisions of [Shreveport City Charter Section 4.23](#).

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

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office