

RES 55

Authorizing the mayor to execute a lease agreement with King's Temple United Pentecostal Church of Shreveport, Inc. and to otherwise provide with respect thereto.

**RESOLUTION NO. \_\_\_\_\_ OF 2025**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH KINGS TEMPLE UNITED PENTECOSTAL CHURCH OF SHREVEPORT, INC. AND TO OTHERWISE PROVIDE WITH RESPECT THERETO**

**BY:**

WHEREAS, the City of Shreveport has chosen to relocate its Police Department employees out of its current facility 1234 Texas Avenue, in response to hazardous conditions at that site and to prepare the building for major reconstruction; and

WHEREAS, a location has been identified at 8591 Kingston Road which will meet the needs of the Patrol Division's Area 4 employees; and

WHEREAS, the property is owned by King's Temple United Pentecostal Church of Shreveport, Inc., which has agree to lease a portion of their property located at 8591 Kingston Road for an initial term of 36 months, with two additional two-year options, at a rate of \$9,125.00 per month.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, in legal session convened, that the Mayor is hereby authorized to enter into a lease with King's Temple United Pentecostal Church of Shreveport, Inc. substantially in accordance with the draft thereof filed for public inspection with the original copy of this resolution in the office of the Clerk of Council on April 8, 2025.

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

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

**APPROVED AS TO LEGAL FORM:**

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City Attorney's Office

STATE OF LOUISIANA

PARISH OF CADDO

LEASE

This lease agreement is made between the CITY OF SHREVEPORT “(Lessee)”, represented by its Mayor, Tom Arceneaux, duly authorized, and KING’S TEMPLE UNITED PENTECOSTAL CHURCH OF SHREVEPORT, INC. (“Lessor”), represented by \_\_\_\_\_, duly authorized.

WITNESSETH

Section 1: Lessor hereby grants, leases and lets exclusively unto Lessee the following described property in Caddo Parish, Louisiana:

The portion of the building at 8951 Kingston Road, Shreveport, Louisiana, outlined in yellow on Exhibit “A”, as well as the non-exclusive use of the parking lot located at that address (“Leased Premises”)

Section 2. The Leased Premises shall be used by Lessee for its Police Department operations as it deems appropriate.

Section 3. This lease is for a term of three (3) years, beginning June 1, 2025, and ending on May 31, 2028. By mutual consent, it may be renewed for two additional two-year terms on the same terms and conditions as described herein. Lessee is aware that Lessor will be using the Leased Premises as a school and summer camp location prior to July 1, 2025 and that full occupancy of the Leased Premises likely will not occur until on or about July 1, 2025. Lessee will be able to access Leased Premises on and after June 1, 2025, to perform any leasehold improvements permitted by Section 8 of this lease. Lessor agrees that all furniture and equipment associated with school and camp operations shall be removed from the Leased Premises as soon as possible after June 1, 2025, but no later than June 25, 2025.

Section 4. Lessor shall, at its expense, maintain the roof, foundation and the structural soundness of the exterior and interior walls, the windows and exterior doors and the plumbing, HVAC and electrical systems of the Leased Premises in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the negligence or intentional acts of Lessee, or its employees, agents, invitees or caused by Lessee’s default hereunder. Lessee shall immediately give Lessor written notice of a defect or need for repairs for which Lessor is responsible, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor’s

liability with respect to any defects, repairs or maintenance for which Lessor is responsible under any of the provisions of this lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. Lessor may, at its option, continue to use all portions of the King's Temple property, parking lot and related portions of the property not outlined in yellow on Exhibit "A".

Section 6. Lessee may, at its expense, keep and maintain all portions of the Leased Premises (except those for which Lessor is expressly responsible under the terms of this lease) in good condition, including floors and floor covering. Lessee shall not be obligated to repair the parking lot or any damage caused by fire, tornado or other casualty covered by the insurance to be maintained by Lessor. Lessee is responsible for the disposal of trash created by its occupancy and operations of the Leased Premises. Trash shall not be allowed to accumulate, but shall be disposed of within a reasonable time by Lessee. In discharging its duty of maintenance and care throughout the term of the lease, Lessee shall see that the Leased Premises are kept free from waste or nuisance.

Section 7. As rent for the Leased Premises. Lessee agrees to pay Lessor \$9,125 per month, payable in advance (\$2,200 for the month of June 2025, to account for only partial access), with the first payment being due June 1, 2025. This amount shall include any and all utility costs associated with the Leased Premises, it being impossible to meter these utilities separately.

Section 8. Except as described herein, Lessee shall not make any renovations to the Leased Premises without the prior approval of the Lessor. Such approval may be conditioned upon such terms and conditions as Lessor may require. It is herein agreed that Lessee may, without obtaining further approval from Lessor, modify the exterior door to allow for secure card entry and that it may construct a wall or door separating the rear of the Leased Premises from the area being used by King's Temple for other purposes. Lessor and/or its contractors are also herein authorized to perform such work as may be necessary to bring telecommunications and internet infrastructure to the Leased Premises. All renovations or improvements shall be made at the sole cost of Lessee.

Section 9. Lessee and Lessor agree that Lessee will need to provide adequate signage to direct citizens and Police personnel to the leased premises, said signage to include a sign at the northernmost Kingston Road entrance to the property and a sign or signs to direct said persons to the correct entrance door or doors. Lessee agrees that Lessor shall have the right to approve the location(s) of such signage, such approval not to be unreasonably withheld.

Section 10. Lessor specifically reserves the right to enter the Leased Premises to inspect the condition and use thereof at any time. Lessor agrees to obey all Federal and

State laws or regulations in its use of the Leased Premises and any violation thereof by Lessee, its employees, guests or invitees shall be considered a breach of this lease.

Section 11. It is understood and recognized that Lessor may endeavor to market the property at 8951 Kingston Road which includes the Leased Premises for sale at any time during the term of this lease. Any such transfer shall bind any and all purchasers to the terms of this lease and said lease shall remain in effect as if no property transfer had occurred. Rental payments shall be pro-rated, if said transfer is effective on any date other than the first day of a month.

Section 12. This lease shall not be assigned, subleased or otherwise transferred by the Lessee. Lessee shall not subject the Leased Premises or this lease to any mortgage, pledge or hypothecation or seizure and sale.

Section 13. Lessee warrants it will be responsible for preventing its employees, invitees, contractors and others on the Leased premises with Lessee's permission from trespassing on the unleased portion of the building of which the Leased Premises is a part.

Section 14. Lessee, for itself, its agents, employees, guests and invitees, assumes all the risks and hazards in connection with the use of the Leased Premises. Lessee shall indemnify and hold harmless Lessor from and against any and all liability, damages, claims, loss, expenses (including reasonable attorney's fees) and judgments of any kind whatsoever by reason of any injury to persons or property caused by or to, Lessee or invitees, guests, employees or agents arising from Lessee's use of the Leased Premises. THIS PROVISION SHALL NOT APPLY TO ANY CLAIM ARISING FROM THE SOLE OR GROSS NEGLIGENCE OF LESSOR.

Section 15. Lessee shall maintain a policy or policies of commercial general liability insurance covering the Leased Premises and Lessee's use thereof for personal and bodily injury or death or property damage occurring upon, in or about the Leased Premises (including contractual indemnity and liability coverage) with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Louisiana and having an A. M. Best Rating of "A-VI" or better. Such insurance shall provide minimum protection of not less than \$2,000,000 combined single limit primary coverage per occurrence of bodily injury, property damage or combination thereof. Lessee shall also carry a \$3,000,000 umbrella liability policy. Lessee's insurance shall contain an endorsement that Lessee's insurance is primary for claims arising out of an incident or event occurring within the Leased Premises. Lessee's insurance shall contain a provision naming Lessor as an additional insured and shall include coverage for the contractual liability of Lessee to indemnify Lessor. Lessee shall, prior to occupancy of the Leased Premises and at Lessor's request from time to time, provide Lessor with a current Certificate of

Insurance evidencing Lessee's compliance with this section. Lessee shall obtain the agreement of Lessee's insurer to notify Lessor that a liability insurance policy is due to be cancelled or expire at least thirty (30) days prior to such cancellation or expiration.

Section 16. All property of Lessee kept in or stored on the Leased Premises shall be so kept at the sole risk of the Lessee. Lessee shall defend and hold harmless from any claims arising from or connected with damage to or loss of any such property unless such claims arise from the sole negligence of Lessor.

Section 17. Lessee covenants that it has fully inspected the Leased Premises, is fully aware of the physical condition of said premises and hereby accepts the Leased Premises (including all improvements, equipment and systems situated thereon), in their present conditions, as fully suitable for the purposes for which the same are leased.

Section 18. LESSEE ACKNOWLEDGES THAT LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PROPERTY OR ITS CONDITIONS OR SUITABILITY FOR A PARTICULAR PURPOSE OR THE CONDITION OR SUITABILITY OF ANY OF THE IMPROVEMENTS ON THE LEASED PREMISES. LESSEE ASSUMES SOLE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE LEASED PREMISES AND FOR ANY OCCURRENCES WHICH HAPPEN THEREON, OTHER THAN AS PROVIDED IN THIS LEASE. THE INDEMNITIES PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 19. Lessee agrees to immediately restore possession of the Leased Premises to Lessor at the termination of this lease in like condition as that which it receives it, subject to the usual wear and tear of a prudent use of same.

Section 20. All improvements placed by Lessee in the Leased Premises and not removed within ninety (90) days of the termination of this lease shall, at the Lessor's option, become and remain the property of Lessor without any obligation to reimburse Lessor therefor.

Section 21. This lease may be terminated for cause upon sixty (60) days written notice by either party, provided, however, that the party requesting termination shall provide the other party a reasonable period of time within that sixty-day period to cure any defects which may have prompted the notice of termination.

Section 22. All notices, requests, demands or other communications required or permitted under this lease will be in writing and deemed to have been received when personally delivered or upon actual receipt of registered or certified mail, return receipt requested, addressed as follows:

If to Lessor:

King's Temple United Pentecostal Church of Shreveport, Inc.  
8951 Kingston Road  
Shreveport, LA 71118

If to Lessee:

City of Shreveport  
Mayor's Office  
505 Travis, Suite 200  
Shreveport, LA 71101

Any party may change its address by giving notice in accordance with the provisions of this section.

Section 23. Lessee waives all notices to which it may be entitled pursuant to the provisions of the Louisiana Code of Civil Procedure, including, but not limited to Article 4701 thereof.

Section 24. Should either party retain the services of an attorney to enforce any obligations undertaken herein by the other, then in that event, the prevailing party in such action shall be entitled to reasonable attorney's fees and expenses from the other party.

IN WITNESS WHEREOF, the parties have signed this lease effective \_\_\_\_\_, 2025, in the presence of the undersigned competent witnesses:

LESSOR:

KING'S TEMPLE UPC OF  
SHREVEPORT, INC.

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

LESSEE:

CITY OF SHREVEPORT

By: \_\_\_\_\_  
Tom Arceneaux, Mayor

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_