

CYNTHIA KEITH, INDIVIDUALLY * NUMBER 567,251 SECTION "C"
AS DIRECTOR OF AND ON
BEHALF OF SHREVEPORT DOG
PARK ALLIANCE, AN * FIRST JUDICIAL DISTRICT COURT
UNINCORPORATED ASSOCIATION

VERSUS * CADDO PARISH, LOUISIANA

CEDRIC B. GLOVER,
INDIVIDUALLY, AND AS DULY
ELECTED MAYOR OF * JUDGE LEON L. EMANUEL, III
THE CITY OF SHREVEPORT

OPINION

The legal issue in this case is not about the merit and/or priority of the City funding and constructing the project referred to as the "Dog Park". Rather this case presents a more significant but very narrow legal issue of first impression, to wit: **Whether or not a lawfully approved resolution by the Shreveport City's legislative branch, the City Council, shall be enforced by the Shreveport City's executive branch, the Office of the Mayor.**

By "Petition For Writ of Mandamus" filed March 3, 2013, Plaintiffs have asked this State Court to address and answer this legal issue.

The facts that form the basis of this legal dispute are clear, concise, and substantially non-controversial. The City Council voted to approve **Resolution 133 of 2012** for the funding and construction of a project; the Mayor exercised his inherent discretion and vetoed said resolution with reasons; the City Council voted to override the Mayor's veto; and the Mayor has taken the position that he has the sole legal prerogative not to enforce the resolution.

MAY 13 2013
TORI HAYES
DEPUTY CLERK OF COURT

In response to the "Petition For Writ of Mandamus", the Mayor filed a formal Answer on May 6, 2013, generally denying most allegations and specifically asserting the following recital of legal contentions for not enforcing the subject City Council's resolution:

- * City Council has no authority to require the Mayor to sign the subject agreement.
- * Louisiana law, by jurisprudence, statute, or ordinances of the City, does not **mandate** or **require** that a mayor enforce a Council resolution.
- * Under the City Charter and ordinances of the City, the Council has no authority to require, by resolution, the Mayor to sign any contract.
- * The Mayor's authority to sign and enforce contracts is non-ministerial and within the sole discretion of the Mayor.
- * As an elected officer of the people, the Mayor has great discretion and cannot be compelled by mandamus to sign a cooperative endeavor agreement pursuant to Council resolution.
- * A Council resolution is an expression of opinion which cannot be compelled by mandamus.
- * Signing any and all contracts which bind the City of Shreveport is within the sole discretion of the Mayor as Chief Executive Officer of the City of Shreveport.
- * And whether or not to sign a contract pursuant to **Resolution 133 of 2012** is solely within his sole discretionary power as Mayor and Chief Executive Officer of the City of Shreveport.

Also, by "Supplemental Opposition To Petition For Writ Of Mandamus" filed May 14, 2013, the Mayor represents that the legal precept of separation of powers should apply. Citing Section 4.26 of the City Charter, the Mayor maintains that the Council shall deal with executive branch matters solely

through the Mayor. To that extent, the Mayor urges this Court to recognize and uphold the executive functions of the Mayor's Office and not sanction legislative actions by the Council that would annihilate the discretion of the Mayor.

Lastly, the Mayor asserts that the City Charter is absent a specific provision stating that the Council can **require** the Mayor to sign a contract binding the City. The absence thereof obligates this Court to strictly construe the City Charter and not interrupt beyond the specific provisions of the City Charter.

The substantive legal essence of the above-mentioned contentions is that the Office of the Mayor merits complete autonomy and the Mayor has the certain authority to exercise inherent sole discretion which cannot be infringed upon by the legislative and/or judicial branches of government, respectively the City Council and/or the Courts, absent a specific provision of the City Charter.

To assess the legal and ponderous strength of the Mayor's contentions in resolving this issue, this Court must consider the exact governing provisions of the City and principles of law derived from the City Charter adopted in 1978.

This Court acknowledges that the City Charter does not precisely define a legal scheme applicable to the facts of this case. Moreover, this Court recognizes the honor and respect the historical privileges, protocol, and prestige of the Office of Mayor "vis a vis" the City Council. Consequently, this Court must cautiously, guardedly, and narrowly apply the appropriate Articles of the City Charter.

The City Charter, Section 4.33, in pertinent part provides:

“The Council shall be deemed the governing authority of the municipality. This authority shall be exercised by **resolution of the Council** or ordinance.”

The City Charter, Section 4.21, in pertinent part provides:

“An ordinance or **resolution** so disapproved shall be reconsidered by the Council at its next regular meeting and shall not take effect **unless, subsequent to the veto thereof by the Mayor, it be adopted by the Council at said next regular meeting upon the affirmative votes of not less than two-thirds (2/3) of the members of the Council.**”

The City Charter, Section 5.02, in pertinent part provides:

“It shall be the duty of the Mayor to see that the provisions of this Charter, the ordinances **and resolutions** of the city, and all laws of the municipality are enforced”.

Now having considered the undisputed facts, the affirmative contentions of the Mayor, and the above-cited provisions of the City Charter, this Court now makes the following determinations with the utmost restraint and temperance of the jurisprudence and recognition of established executive/legislative protocol:

- 1.) The Council is the City’s governing authority which can exercise its authority by approving **resolutions**.
- 2.) Subsequent to the Mayor’s veto of a resolution, a **resolution** shall take effect by the timely affirmative two-third vote of Council.
- 3.) The duty of the Mayor shall be to enforce **resolutions** of the City properly approved by the Council.

Under the particular undisputed facts of these proceedings, the Mayor has put forth no viable legal contention to substantiate that the subject Resolution

was legally invalid, approved absent the procedural provisions of the City Charter, and/or beyond the authority of the City Council.

CONCLUSION

Therefore, a clear, concise, and non-interpretive reading persuades this Court to conclude that the Mayor shall enforced **Resolution 133 of 2012** like all laws of the municipality are enforced. This Court's conclusion is intended to be singularly narrow and specifically applicable solely to **Resolution 133 of 2012** and not a broadly perceived departure from historical governing protocol that in any manner infringes upon the vested powers, honorable integrity, and sole executive discretion of the Office of the Mayor. Exercising much judicial constraint, this Court's opinion in no way analyzes, considers, and/or weighs the wisdom of **Resolution 133 of 2012**. To do so, may be an undue, unnecessary, or inappropriate interference in the legislative will of the Council and executive prerogative of the Office of the Mayor.

WHEREFORE, the Plaintiffs' "Petition For Writ of Mandamus" filed March 3, 2013, is granted and judgment rendered making the writ preemptory before this Court.

The Honorable Cedric B. Glover, as Mayor of the City of Shreveport, shall have until **Friday, June 21, 2013, at 2:00 p.m.** to file written verification in the record of these proceeding that he has enforced the tenets of **Resolution 133 of 2012**, in accordance with the Judgment of this Court or appear before this Court on **Wednesday, June 26, 2013, at 9:00 a.m.** to show cause why he should not be held in contempt of the Judgment of this Court.

The Court cost of these proceedings are assessed to the Office of the Mayor.

OPINION RENDERED, READ, AND SIGNED on this 16th day of May, 2013, in Shreveport, Caddo Parish, Louisiana.

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LEON L. EMANUEL, III
DISTRICT JUDGE

DISTRIBUTION VIA FAX:

Daniel R. Keele (318) 861-⁴⁵~~57~~20

Ronald F. Lattier (318) 213-1079
Curtis R. Joseph, Jr.