

SECOND CIRCUIT COURT OF APPEAL
STATE OF LOUISIANA

DOCKET NUMBER: _____

CYNTHIA KEITH, INDIVIDUALLY,
AS DIRECTOR OF AND ON BEHALF
OF SHREVEPORT DOG PARK ALLIANCE,
AN UNINCORPORATED ASSOCIATION

SUIT NO: 567,251-C

VERSUS

FIRST JUDICIAL DISTRICT
COURT

CEDRIC B. GLOVER, INDIVIDUALLY,
AND AS DULY ELECTED
MAYOR OF THE CITY OF SHREVEPORT

CADDO PARISH,
LOUISIANA

HONORABLE LEON L. EMANUEL, III
CADDO PARISH, LOUISIANA

APPLICATION FOR SUPERVISORY WRIT ON BEHALF OF
CEDRIC B. GLOVER,
as duly elected Mayor of the CITY OF SHREVEPORT

LAW OFFICES OF RONALD F. LATTIER, LLC

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CEDRIC B. GLOVER, as duly elected Mayor
of the CITY OF SHREVEPORT

CIVIL PROCEEDING

INDEX OF CONTENTS

STATEMENT OF THE GROUNDS ON WHICH JURISDICTION OF THE COURT IS INVOKED. 4

STATEMENT OF THE CASE 5

ISSUES AND QUESTIONS OF LAW PRESENTED FOR DETERMINATION BY THE COURT. 8

ASSIGNMENTS OF ERROR 9

 1. The trial court committed reversible error in denying the Defendant’s Exception of No Cause of Action when the undisputed facts showed the following:

 (1) as the duly elected executive officer of the citizens for the City of Shreveport, the mayor is vested with discretionary authority in determining how to carry out the functions of his office, including decisions regarding the safety, health and welfare of the public as a whole, and

 (2) Louisiana jurisprudence unambiguously holds that a Writ of Mandamus may not issue to compel the performance of an act which contains any element of discretion, *however slight*.

 2. The trial court committed reversible error in granting the plaintiff’s Writ of Mandamus despite the fact that the Mayor of the City of Shreveport retains discretionary authority as it concerns the issue at hand.

STANDARD OF REVIEW 10

LAW AND ARGUMENT 10

CONCLUSION.....18

PRAYER20

VERIFICATION AND CERTIFICATE 22

ATTACHMENTS

 A. Proof of notice of intent

 B. Copy of each pleading on which the writ of mandamus was issued

 (1) Petition for Writ of Mandamus

 (2) Exception of No Cause of Action

- (3) Answer to Petition for Writ of Mandamus
- (4) Supplemental Opposition to Petition for Writ of Mandamus
- (5) Response to supplemental opposition and related matters
- C. Opinion of Honorable Leon L. Emanuel, III
- D. Judgment granting Petition for Writ of Mandamus
- E. Judgment denying Exception of No Cause of Action
- F. Motion for return date
- G. Order extending the return date to July 22, 2013
- H. Correspondence from Mayor Cedric B. Glover dated October 4, 2012
- I. Transcript

**STATEMENT OF THE GROUND UPON WHICH THE
JURISDICTION OF THE COURT IS INVOKED**

Supervisory jurisdiction is vested in the Court by Article 5, Section 10, of the Louisiana Constitution of 1974, and Article 2201 of the Louisiana Code of Civil Procedure.

On May 16, 2013, District Judge Leon L. Emanuel, III issued an oral ruling from the bench in the form of a written opinion, which is attached hereto, labeled Attachment C, wherein the Court granted the petition for writ of mandamus filed by plaintiff/respondent herein, CYNTHIA KEITH, individually, as director of, and on behalf of SHREVEPORT DOG PARK ALLIANCE, an unincorporated association. On June 7, 2013, Judge Emanuel executed the judgment commemorating the referenced "opinion" as expressed by the oral ruling of May 16, 2013.

On June 26, 2013, Judge Emanuel executed the judgment commemorating the May 7, 2013 denial of the exception of no cause of action filed by applicant herein, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT.

On June 17, 2013, applicant filed notice of its intent to apply to this Honorable Court for writs of supervisory review and requested the trial judge set a return date within which such writ shall be filed.

Pursuant to the June 18, 2013 Order of Judge Leon L. Emanuel, III, the return date was set as July 8, 2013. Thereafter, by Order of the Court executed on June 26, 2013, the return date was extended to July 22, 2013. **Accordingly, the instant writ application is timely filed.**

STATEMENT OF THE CASE

The essential operating facts concerning the matter now before this Court are not genuinely disputed by the parties. In that regard, the record before this Court details the fact the Shreveport City Council passed Resolution No. 133 of 2012 as it regards the project commonly referred to as the “Dog Park.” Mayor GLOVER vetoed the Resolution and, by copy of letter dated October 4, 2012, provided his written reasons for said veto. Please see Attachment H wherein the Mayor set forth his rationale as follows:

“Dear Council members:

I have vetoed Resolution No. 133 of 2012. This veto affirms my decision to reject funds from the Red River Waterway Commission for the purpose of establishing a dog park at Hamels Memorial Park.

My primary reasons for the veto are:

- the process by which the funds were solicited and subsequently granted was not completely transparent and thereby inclusive of input from all impacted parties, including my Administration;
- this dog park is not the highest priority among a list of riverfront projects already submitted to the Commission for funding consideration. Those projects include public safety concerns that take precedence over a park for dogs and should be

formally addressed before we proceed with lessor priorities.

As I have stated on many occasions over the past few months, I support the concept of a dog park. Support of the concept however does not override my concern for the process by which the funds were solicited nor for the priority this project was given over the considered list of projects submitted to (and still awaiting a decision by) the Waterway Commission.

Regards,

Cedric B. Glover
MAYOR”

The Shreveport City Council proceeded to take steps to “override” Mayor GLOVER’s expressed veto.

Given the fact that Mayor GLOVER, in proper exercise of his discretionary authority as the chief executive officer of the CITY OF SHREVEPORT, maintained his position that entering into the corporate endeavor agreement at issue would not be in the best interests of the CITY OF SHREVEPORT, the Mayor persisted in his decision not to affix his signature to the subject corporate endeavor agreement.

As a consequence, plaintiff/respondent, CYNTHIA KEITH, individually, as director of, and on behalf of SHREVEPORT DOG PARK ALLIANCE, an unincorporated association, sought the writ of mandamus which is now at issue before this Honorable Court.

From a prefatory standpoint, the Mayor contends the well-settled federal principle of “separation of powers,” as applied to state and local governments,

expressly prohibits the type of action undertaken by the Shreveport City Council vis-a-vis the express wording contained in Resolution No. 133 of 2012. Specifically, the pertinent language of the Resolution centers around the council's stated desire to "authorize and *require*" the Mayor to execute the subject corporate endeavor agreement. At its essence, the council's desire, be it intentional or inadvertent, is to legislate away the Mayor's discretionary authority via the selected wording in the subject Resolution.

As the Mayor argued before the trial court, the separation of powers doctrine requires that the legislative branch of government (in this instance, the council) engage in matters that are within its purview (i.e. legislation) while, concurrently, leaving to the auspices of the Mayor the carrying out of the executive functions of the CITY OF SHREVEPORT.

By virtue of the council's attempt to legislate away the Mayor's discretion by going the extra step of "requiring" the Mayor to execute the corporate endeavor agreement, the council's actions go too far. Inasmuch as the prayer for relief sought by the plaintiff relied on the validity of the action taken by the council, defendant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, contends that the foundation of the council's action, itself, is lacking. Consequently, plaintiff's requested writ of mandamus is a house of cards which this Honorable Court should not allow to stand.

Although the trial court referenced the fact that its ruling would apply solely to the matter at issue, such cannot truly be the case. For to allow the city council to engage in legislation requiring the Mayor to sign a contract, as in the instant matter,

would be tantamount to an effective abrogation of the need for a mayor in any instance. It is easily contemplated that the council would engage in such action at every turn. Thus, the council would, as a matter of course, ordain itself as both the legislative and the executive bodies in and for the City of Shreveport.

Moreover, were this court to allow the instant action to stand, it would essentially condone a scenario that is entirely impractical and impossible to maintain. Jumonville v. Hebert, 170 So.497 (La. App. 1 Cir. 1936). By that, the district court and, ultimately, this Honorable Court, would be flooded by mandamus actions on the part of the council or individuals such as plaintiff herein, requesting that the mayor (or judges, as the case may be) be required to perform obvious discretionary actions in a manner suitable to the petitioner.

Mandamus, as an extraordinary remedy, is obviously not to be construed in a such a fashion. Notwithstanding the fact that the court's opinion indicates that its ruling is tailored solely to the issue at hand (i.e. the dog park), it is virtually impossible not to see the long-reaching ramifications inherent in the court's decision.

Applicant herein, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, represents that the trial court's ruling was in error and should therefore be set aside by this Honorable Court upon consideration of the instant application for supervisory writs.

**ISSUES AND QUESTIONS OF LAW PRESENTED FOR
DETERMINATION BY THE COURT**

1. Whether applicant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, has any discretionary

authority, however slight, as it regards the issue before the court such that mandamus would be improper.

2. Whether respondent, CYNTHIA KEITH, individually, as director of, and on behalf of SHREVEPORT DOG PARK ALLIANCE, an unincorporated association, has any special, particular, or peculiar interest, such that it has proper standing to pursue a writ of mandamus in the instant case.
3. Whether respondent, CYNTHIA KEITH, individually, as director of, and on behalf of SHREVEPORT DOG PARK ALLIANCE, an unincorporated association, has other available remedies at its disposal.
4. Whether the action taken by the Shreveport City Council violates the longstanding principle of separation of powers.
5. Whether a legislative body, through resolution, can legislate away or abrogate discretionary authority vested in an executive officer such as the Mayor of the City of Shreveport.

ASSIGNMENTS OF ERROR

1. The trial court committed reversible error in denying the Defendant's Exception of No Cause of Action when the undisputed facts showed the following:
 - (1) as the duly elected executive officer of the citizens for the City of Shreveport, the mayor is vested with discretionary authority in determining how to carry out the functions of his office, including decisions regarding the safety, health and welfare of the public as a whole, and

- (2) Louisiana jurisprudence unambiguously holds that a Writ of Mandamus may not issue to compel the performance of an act which contains any element of discretion, *however slight*.
2. The trial court committed reversible error in granting the plaintiff's Writ of Mandamus despite the fact that the Mayor of the City of Shreveport retains discretionary authority as it concerns the issue at hand.

STANDARD OF REVIEW

The relevant facts of this matter are not disputed by the parties. Accordingly, this Honorable Court's review is limited to issues of law. Appellate review of questions of law is simply to determine whether the trial court was legally correct or legally incorrect. See O'Neill v. Louisiana Power & Light Company, 558 So.2d 1235, 1238 (La. App. 1 Cir. 1990); Minor Casualty Reciprocal Exchange, 96-0296 (La. App. 1 Cir. 9/19/97), 700 So.2d 951,953, *writ denied*, 97-2585 (La. 12/19/97), 706 So.2d 463.

Appellate review of the grant or denial of peremptory exception of no cause of action is de novo. Boswell v. IEM, 37,713 (La. App. 1 Cir. 10/31/03), 859 So.2d 944.

LAW AND ARGUMENT

The function of the peremptory exception of no cause of action is to question whether the law extends a remedy against the defendant to anyone under the factual allegations of the petition. Cleco Corp. V. Johnson, 2001-0175, p. 3 (La. 9/18/01), 795 So.2d 302, 304. The peremptory exception of no cause of action is designed to test the legal sufficiency of the petition by determining whether the particular plaintiff

is afforded a remedy in law based on the facts alleged in the pleading. Fink v. Bryant, 2001-0987, p. 3 (La. 11/29/01), 801 So.2d 346, 348.

The exception is triable on the face of the petition and, for the purpose of determining the issue raised by the exception, the well-pleaded facts in the petition must be accepted as true. Cleco Corp., supra, at page 3.

A writ of mandamus may be issued in all cases where the law provides no relief by ordinary means or where the delay involved in obtaining ordinary relief may cause injustice ...” La.C.C.P. art. 3862. “A writ of mandamus may be directed to a public officer to compel the performance of a ministerial duty required by law ... “ La. C.C.P. art. 3863.

Mandamus is an extraordinary remedy which is used sparingly by the courts to compel something that is clearly provided by law, and only where it is the sole available remedy or where the delay occasioned by the use of any other remedy would cause an injustice. It is clear that the mandamus lies only to compel performance of purely ministerial duties. Our jurisprudence is clear that such writ may not issue to compel performance of an act which contains any element of discretion, however slight.

Further, mandamus is to be used only when there is a clear and specific legal right to be enforced or a duty which ought to be performed. It never issues in doubtful cases. Webre v. Wilson, 95-1281, p. 9-10 (La. App. 1 Cir. 4/4/96), 672 So.2d 1124, 1130. Thornton ex rel. Laneco Construction Systems, Inc. v. Lanehart, 97-1995 (La. App. 1 Cir. 12/28/98), 723 So.2d 1118, 1122, *writ denied*, 99-0276 (La. 3/19/99), 740

So.2d 121. Wiginton v. Tangipahoa Parish Council, 790 So.2d 160, 2000-1319 (La. App. 1 Cir. 6/29/01).

Article 3861 of the Louisiana Code of Civil Procedure defines mandamus “as a writ directing a public officer or a corporation or an officer thereof to perform any of the duties set forth in Articles 3863 and 3864.” Under the provisions of Article 3863, a writ of mandamus may be directed to a public officer to compel the performance of a ministerial duty required by law. The prescribed duty must be purely ministerial; mandamus will not lie to compel performance of an act which contains any element of discretion, however slight. Mandamus may issue where the law provides no relief by ordinary means or where the delay involved in pursuing ordinary means may cause injustice. Walker v. Rinicker, 28,179 (La. App. 2 Cir. 4/3/96), 671 So.2d 1267, writ denied, 96-1103 (La. 6/7/96), 74 So.2d 977.

Accordingly, applicant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, shows that his decision relative to signing a cooperative agreement between the CITY OF SHREVEPORT and the Shreveport Regional Dog Park is strictly a discretionary decision and non ministerial duty. As such, mandamus does not lie to compel the action requested by respondent.

For example, in Peterson v. May, 900 So.2d 297, 36,470 (La. App. 2 Cir. 4/13/05), Peterson, an inmate at David Wade Correctional Center (DWCC), filed a petition seeking a writ of mandamus against Second Judicial District Attorney Walter E. May, Jr. and Assistant District Attorney James R. Hatch. In the writ, Peterson sought to have May and Hatch ordered to investigate and prosecute certain criminal complaints submitted to them by Peterson against DWCC personnel. The trial court

sustained an exception of no cause of action and dismissed Peterson's suit with prejudice. Following an appeal, the appellate court affirmed the trial court's judgment.

Essentially, Peterson alleged that May and Hatch had a legal duty and **absolutely no discretion** with respect to that duty, to inquire about the facts of Peterson's formal criminal complaints to summon the persons named in the complaint and to have those persons appear before a magistrate or a judge in order that their depositions might be taken.

In response thereto, the defendants filed an exception to the petition of mandamus and argued that under the provisions of Article 3863 of the Louisiana Code of Civil Procedure, mandamus is not applicable **to discretionary duties** and asserted pursuant to LSA-C.Cr.P. art. 61 that the decision to prosecute is solely within the power and authority of the district attorney and mandamus would not be available to Peterson **to enforce his will** against the State of Louisiana by attacking the Warden and others at DWCC through criminal charges. Peterson, supra.

Prior to rendering a ruling with regard to the writ filed by Peterson, the court in Peterson reviewed Jumonville v. Hebert, 170 So. 497 (La. App. 1 Cir. 1936), wherein the plaintiff filed a suit for mandamus against the **Mayor**, the Marshall and five other members of the Board of Selectmen of the Town of Plaquemine to compel them to **enforce** state gambling laws and town ordinances. The appellate court framed the question in terms of whether the court had:

“the right by means of a writ of mandamus to compel an officer to enforce the law against certain prohibited acts where the persons and places alleged to be violating those laws are pointed out to the officer and named in the

petition, and where it is the mandatory duty of such officer to see that the laws are enforced.”

The court recognized that a writ of mandamus can only be issued to compel a public officer to perform a plain, mandatory, ministerial duty, involving “the exercise of no discretion or independent judgment on his part” and stated:

“The writ cannot be used to compel an officer to enforce certain criminal laws against specified persons accused by a private citizen with a violation of those laws, even though it is the duty of such officer to enforce such laws.”

The Jumonville court also stated **it would be impractical and inconvenient for the court to enforce and make effective the writ of mandamus in such a case, considering the methods and means to be employed in enforcement necessarily must be left largely to the sound judgment and discretion of the officer.** The court reasoned that for it to compel officers via mandamus to do what allegedly was their duty in stopping and suppressing gambling would make the courts the “supervising agency” over the **executive officers placed in their position by the people in a political capacity.**

The court also stated: **“while these officers had a duty to enforce the criminal laws, the failure or refusal of such officers to discharge that duty in particular instances is more of a political question than a legal one.”**

The Jumonville court concluded by stating that, “such questions were left for settlement to the people through the medium of the ballot when the officials were elected or in recall elections or in proceedings for the removal of such officials.”

Consequently, the court, in Jumonville, denied the writ.

Likewise, in the instant case, Mayor GLOVER was elected by the people to “enforce the law” as required through the separation of powers doctrine and pursuant to the Shreveport City Charter. The manner in which he enforces those laws and performs his duty is not a mandatory or ministerial duty; rather, the decision as to how Mayor GLOVER enforces those laws “**involves the exercise of discretion and independent judgment.**” See Peterson at 300, Jumonville, supra.

In Peterson, the court concluded that while “**enforcement**” of the law certainly is a primary duty of a district attorney, it is **not a ministerial duty** in the sense that a district attorney can be forced, pursuant to a writ of mandamus, to investigate or institute prosecution in a particular instance. It is essential for a district attorney, as a duly elected officer of the people to have **great discretion in deciding how to carry out the functions of the office** including what matters to investigate and what matters to prosecute. Peterson, at 300. Consequently, it is important to note that a ministerial duty did not exist in the Peterson matter pursuant to either jurisprudence or statutory law. Peterson, at 301.

The court rejected Peterson’s argument that the trial court’s refusal of mandamus operated to violate his right of access to the courts and right to petition for redress of grievances. Specifically, the court noted that Peterson had other courses of action through which he could seek a remedy for allegedly being the victim of various and repeated felony offenses and crimes.

Likewise, in the instance case, it is essential for a Mayor, as the duly elected executive officer of the people, to have **great discretion in deciding how to carry out the functions of his office**, including decisions regarding the safety, health, and

welfare of the public as a whole. He cannot be compelled by mandamus to sign a Cooperative Endeavor Agreement which he had previously vetoed in the exercise of his discretion.

Further, pursuant to a review of the Jumonville opinion, this Honorable Court will note that although the plaintiff, Mr. Jumonville, was said to have noble aims as it regards his desire to compel the defendant officers to enforce the referenced gambling laws, the Jumonville court, nevertheless, concluded that Jumonville's interests were "common to all the citizens of the town." The same holds true for KEITH, the plaintiff in the case at bar. By that, certainly the dog park that KEITH envisions is one that will be open and accessible to all. As in Jumonville, the writ of mandamus should be denied. Jumonville, supra, citing ex rel Schoeffner v. Dowling, 158 La. 1/04/SO. 624.

Moreover, the SHREVEPORT DOG PARK ALLIANCE, and petitioner, KEITH, have additional remedies such as the ballot, or the option of accepting a different area of the City in which to have its dog park. In this regard, Mayor GLOVER has proposed an alternative location for the subject dog park. Said location being Princess Park, which is also located in Shreveport, Caddo Parish, Louisiana.

The chief distinction regarding the Princess Park location lies in the fact that the Mayor contemplates establishing a dog park at the Princess Park location for a total dollar figure of approximately \$100,000; whereas, the location desired by petitioner KEITH would cost the City several hundreds of thousands of dollars above and beyond money contemplated by the corporate endeavor agreement involving the Red River Waterway Commission.

To the extent the City is required to expend funds above and beyond those contemplated by the corporate endeavor agreement, the subject writ of mandamus would effectively present a money judgment to the plaintiff, which cannot be accomplished via mandamus. Comerford v. Fitzpatrick, Mayor, 11,135 (La. 2/13/1893), 12 So. 353.

Please also note State of Louisiana ex rel. E A. Luminais v. The Judges of the Civil District Court for the Parish of Orleans, 34 La. Ann. 1114, 1882 WL 8968 (LA), which addressed the issue of whether a **mandamus should be issued to compel the judges of the Civil District Court for the Parish of Orleans to approve a salary** for one of its officers in a particular amount, when their refusal to approve is predicated on an act of the legislature reducing such salary 20 per cent.

In Luminais v. Judges, the court cited Act 21 of 1882, amendatory of Act 47 of 1880, which makes it the duty of the Judges of the Civil District Court for the Parish of Orleans to approve the warrants for the salaries of the minute clerks, docket clerks and records clerks of said court, when signed by the clerk. In Luminais v. Judges, the relator sought mandamus to compel the respondents (Judges) to approve the voucher for his salary as docket clerk of the Civil District Court for 1882 at a rate of \$150 a month. The salary had previously been fixed at \$150, by Act 130 of 1880, and was reduced twenty percent by Act 108 of 188. The Judges' refusal to approve his voucher for the month of August for \$150 was predicated on the last mentioned Act.

Please note the following excerpts from the opinion rendered by the court:

“The court held “the mandamus which we would issue, at the instance of Relator, would not have the legal effect of

compelling the respondent Judges to perform the duty of approving a voucher for the salary of one of their officers, but would go the extent of **compelling them to judicially determine that the proposed object of the legislature to reduce such salary was illegal and of no effect.** We are clear in our conviction, that we are powerless to grant any such relief, as this would be tantamount to our assuming original jurisdiction of the matter. We have frequently held that **we were clothed with the power to compel the Judge of an inferior court to render a judgment, but that we are powerless to dictate to him what judgment he should render.**

...

In the present case, the Judges of the Civil District Court could be compelled by mandamus to act on Realtor's application for their approval of his voucher; but to compel their approval, when they have acted on the application, and have refused their approval, would be to dictate the judgment which they should have rendered, and such an act would divest them of their judicial discretion." [Emphasis added]. The writ of mandamus prayed for by Relator was therefore refused, at Relator's cost. Luminais v Judges, supra.

Just as the Judges of the Civil District Court could not be compelled by mandamus to approve a salary to one of its officers for a particular amount, likewise, it should fall that the Mayor of CITY OF SHREVEPORT cannot be compelled by mandamus to perform a discretionary act.

CONCLUSION

The writ of mandamus is the most arbitrary of all the forms in which judicial authority is exercised. It shuts out the right of trial by jury. It substitutes for the ordinary and cautious modes of judicial proceedings, an extremely harsh and summary procedure.

Instead of a mere judgment settling simply the rights of litigants and subject to execution by ordinary process, it invokes an arbitrary judicial mandate, to be

executed by the judge himself, and disobedience to which is punishable by imprisonment for contempt, or by the harsh remedy of distringas.

It is properly characterized as an *extraordinary* remedy, only to be applied in extraordinary cases, which law and jurisprudence had carefully defined and subjected to close limitations. The State ex rel. The City of New Orleans v. The New Orleans and Carrollton Railroad Company, 37 La. Ann. 589.

For the reasons cited hereinabove, defendant/applicant respectfully represents that mandamus is inappropriate in this instance and it is both impractical and impossible to sustain a practice that would permit the legislative body CITY OF SHREVEPORT to exercise control over the executive officer for the CITY OF SHREVEPORT in a manner that, no doubt, undermines the bedrock principles established vis-a-vis the separation of powers doctrine.

Moreover, Mayor GLOVER retains discretion as it concerns the operation of the executive office for the CITY OF SHREVEPORT and he has expressed his reasoned, legitimate concerns relative to the issue at bar. Mandamus is inappropriate in this circumstance simply because the requested actions are not purely ministerial duties; rather, the action on the part of the Mayor requires the exercise of his discretion as the chief executive officer of the CITY OF SHREVEPORT, who was chosen by the entire citizenry of the CITY OF SHREVEPORT.

Should the citizens of the CITY OF SHREVEPORT, a class of individuals within which CYNTHIA KEITH belongs without any specific or particular distinction, conclude that KEITH's desire to locate the dog park at the requested Hamels location is so righteous a cause they seek a recall of the Mayor, then they will

have availed themselves of a remedy at their disposal, one that forestalls mandamus. Please see Lighthouse RV Park, LLC, et al v. The St. John the Baptist Parish Council and the Parish of St. John the Baptist, 12-159 (La. App. 5 Cir. 9/21/23), 101 So.3d 448.

PRAYER

WHEREFORE, defendant/applicant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, respectfully prays this Honorable Court grant the instant writ application and reverse the ruling of the trial court, which denied the CITY's Exception of No Cause of Action.

FURTHER, defendant/applicant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, respectfully prays this Honorable Court grant the instant writ application and reverse the ruling of the trial court, which granted the petitioner's Writ of Mandamus.

FURTHER, defendant/applicant, CEDRIC B. GLOVER, in his official capacity as duly elected Mayor of the CITY OF SHREVEPORT, prays that this application for supervisory writ be made peremptory and after a de novo review of the record, that this Honorable Court reverse the trial court as prayed for herein above and dismiss all claims of the respondent, CYNTHIA KEITH, individually, as director of, and on behalf of SHREVEPORT DOG PARK ALLIANCE, an unincorporated association, with prejudice and at respondent's sole cost.

Respectfully submitted,
LAW OFFICES OF RONALD F. LATTIER, LLC

By: 

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ATTORNEYS FOR DEFENDANT,
CEDRIC B. GLOVER, in his official capacity as
duly elected Mayor of the CITY OF SHREVEPORT

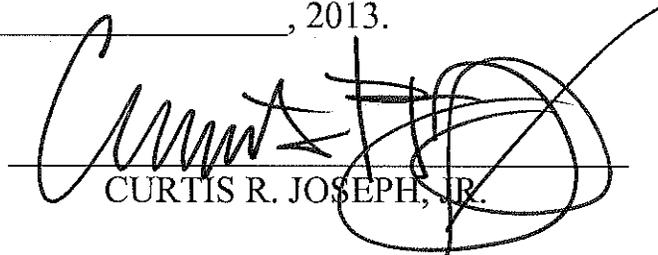
VERIFICATION AND CERTIFICATE

I HEREBY CERTIFY that the allegations of the application are true and correct and that a copy of the above and foregoing has been deposited in the United States Mail, First Class, postage properly affixed and prepaid, hand delivered, and/or delivered via email, to the following:

Honorable Leon L. Emanuel, III
District Judge
Firs District Court of Louisiana
Parish of Caddo
501 Texas Street, Room 100-A1
Shreveport, LA 71101-5403

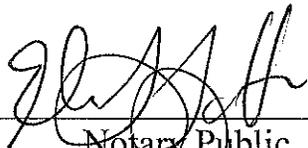
**Cynthia Keith, individually, as director of, and on behalf of
Shreveport Dog Park Alliance, an unincorporated association,**
Through her attorney of record
Daniel R. Keele
2800 Youree Drive, Suite 464
Shreveport, LA 71104

this 22nd day of July, 2013.



CURTIS R. JOSEPH, JR.

SWORN TO AND SUBSCRIBED, before me, Notary Public, this 22nd day
of July, 2013.



Notary Public
Elise L. Lattier
Notary Public #61834
My Commission is for Life