

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – SEPTEMBER 23, 2014, 6:00PM

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MAYOR MAYO:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Dr. Armstrong
2. Mrs. Ezernack
3. Ms. Blakes
4. Mr. Wilson
5. Mr. Clark
6. Mayor Mayo

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF SEPTEMBER 9, 2014:

V: PRESENTATION:

NONE.

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

NONE

VII: ACCEPTANCE OR REJECTION OF BIDS:

(a) Accept the Bids of MSC, Shreveport, LA, Civic Enterprise, West Monroe, LA, Wesco, LaFayette, LA, Parker Wholesale, Bastrop, LA, Sunbelt Distribution, Monroe, La and Industrial Mills, Crossett, AR for a one hundred eighty (180) day supply contract of Janitorial Products # 86-0486 as recommended by the Director of Administration for complying with and meeting the specifications of this bid. All the vendors comply with and meet the specification of this bid and cleared by Tax & Revenue Division.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Department of Administration:

NONE.

2. Department of Planning & Urban Development:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to accept grant funds from the Louisiana Division of Historic Preservation, Office of Cultural Development, Department of Recreation and Tourism in the amount of \$3,000 and further providing with respect thereto.

3. Legal Department:

NONE.

4. Mayor's Office:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into a Cooperative Endeavor Agreement with the Miss Monroe Scholarship Pageant Organization and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo to enter into a Cooperative Endeavor Agreement between the City of Monroe and Swanson Youth Correctional Facility as per the attached agreement and further providing with respect thereto.

5. Department of Public Works:

(a) Adopt a Resolution authorizing the purchase of ADA buses for the Monroe Transit System from the State of Louisiana from State Contract No.4400005457 and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a contract with Underwriters at Lloyds-Brit Syndicate for insurance coverage for the Monroe Transit System and further providing with respect thereto.

6. Council:

(a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Downtown Economic Development District (Downtown River Jam) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance) and further providing with respect thereto.

7. Department of Community Affairs:

(a) Adopt a Resolution authorizing James E. Mayo to enter into a Cooperative Endeavor agreement between the City of Monroe and the Monroe City School Board for the construction and use of an Indoor Baseball Training Facility as per the attached agreement and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo to enter into a Cooperative Endeavor Agreement between the City of Monroe and the Monroe City School Board for the use of the baseball facilities at Saul Adler and Embanato Field as per the attached agreement and further providing with respect thereto.

8. Police Department:

NONE.

9. Fire Department:

NONE.

10. Engineering Services:

(a) Adopt a Resolution accepting the bid of _____ in the amount of \$ _____ for the MFD Communication Center Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work.

(b) Adopt a Resolution of the City of Monroe approving the application for grant funds from the Louisiana Department of Transportation and Development Local Road Safety Program 2014 for DeSiard striping.

(c) Adopt a Resolution of the City of Monroe approving the application for grant funds from the Louisiana Department of Transportation and Development Local Road Safety Program 2014 for Grammont and Booth Street guard rails.

(d) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Columbus Fence Company, LLC, for the MLU Perimeter Fence Realignment Project, and further providing with respect thereto.

(e) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Close-out Change Order No. One (1) to MLU Perimeter Fence Realignment Project, between the City of Monroe and Columbus Fence Company, LLC, for a decrease in the contract amount of \$31,661.50 of said project and further providing with respect thereto.

(f) Adopt a Resolution authorizing James E. Mayo, Mayor to authorize an agreement for Appraisal Services with Keats Everett, Inc. related to the Rochelle Drainage Project and required right-of-way and further providing with respect thereto.

(g) Adopt a Resolution authorizing posting of weight recommendation for the Elm Street Bridge over airport canal and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to Publish Notice of Public Hearing to rezone a .34 acre, more or less, tract of land from B-1, Neighborhood Mixed Use to B-3, General Business/Commercial, presently located in Ouachita Parish and otherwise known as: 410 South Second Street – APPLICANT – Ali Mulhem Saleh Haj - (P&Z) (This item was passed over at the last meeting.)

(b) Introduce an Ordinance revoking a 60' by 75' (more or less) long portion of Betin Avenue between North Stanley Avenue and the previously revoked section of Betin Avenue (from the east property line of Lot 7, Block 6 and Lot 14, Block 5 of Breard Place, Unit #1 to the west property line of Lot 2, Block 6 and Lot 19, Block 5 of Breard Place Unit #1) and further providing with respect thereto. (P&Z)

(c) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to Publish Notice of Public Hearing to rezone a 23.37 tract of land (more or less) from R-1, Single Family Residential to C, Campus District, located in Ouachita Parish and more particularly described as follows: 3300 Westminster Avenue – APPLICANT – City of Monroe/St. Frederick High School – (P&Z)

(d) Introduce an Ordinance declaring certain immovable property in Monroe as no longer being needed for public use and authorizing the same to be sold to Government Street Leasing, LLC pursuant to Louisiana revised statute 33:4712, and further providing with respect thereto. (Legal)

(e) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Linda M. Norman, all rights, title and interest that the City may have acquired to the Lot 4 & 5 of Square 7, Unit 4 of Airport Addition, Monroe, La, 3806 Carver, Monroe, La. – District 3, by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

(f) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Linda M. Norman, all rights, title and interest that the City may have acquired to Lot 18 of Square 45, Unit 8 of Booker T. Washington Addition, Unit 13, Monroe, La, 3405 Halsell Street, Monroe, La. – District 3, by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

(g) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Linda M. Norman, all rights, title and interest that the City may have acquired to Lot 19 of Square 54, Unit 8 of Booker T. Washington Addition, Monroe, La, 3407 Halsell Street, Monroe, La. – District 3, by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION:

(a) Finally Adopt an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Carolyn F. January, all rights, title and interest that the City may have acquired to the Lot “H” of Square 35 of Layton’s Second Addition, Monroe, La, 816 Louise Anne Ave., Monroe, La. by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

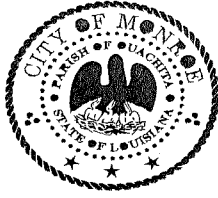
(b) Finally Adopt an Ordinance authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Paul Michael Company at the airport for certain property located at the Monroe Regional Airport and further providing with respect thereto. (Airport)

(c) Finally Adopt an Ordinance authorizing a Financing Lease Agreement with PNC Equipment Finance, LLC for equipment for Chennault Park and further providing with respect thereto. (Comm. Aff.)

(d) Finally Adopt an Emergency Ordinance declaring the condition of the water line that serves Cypress Point Subdivision to be an emergency and further providing with respect thereto. (Public Wks.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.



District #1
Dr. Raymond A. Armstrong
Chairman

District #2
Mrs. Gretchen H. Ezernack

District #3
Ms. Betty Blakes
Vice-Chairman

City Council
CITY OF MONROE, LOUISIANA
Post Office Box 123
Monroe, Louisiana 71210-0123
Phone (318) 329-2252
Fax (318) 329-3416

District #4
Mr. Kenneth Wilson

District #5
Mr. Eddie Clark

September 9, 2014
6:00 p.m.

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date at the Council's regular meeting place, the Council Chamber, City Hall Building, Monroe, Louisiana.

The Honorable Raymond Armstrong, Chairman, called the meeting to order. He then asked the clerk to call the roll.

There were present: Council Members Clark, Blakes, Wilson and Armstrong.

There was absent: Mrs. Ezernack.

Chairman Armstrong announced that a quorum was present and that the Invocation and the Pledge of Allegiance would be led by Mr. Clark's designee, Mr. Ray Jones.

Chairman Armstrong proceeded by acknowledging the time for special announcements and/or communications.

Ms. Blakes had no communications.

Mr. Wilson welcomed each present and asked prayer for Ms. Gloria Walker; Mr. Wilson acknowledged and congratulated District and Supreme Court Judge Ben Jones on his retirement. Mr. Wilson announced EWO, Empowerment Weekend Outreach event on Saturday, September 13, 11am-3pm at Pleasant Haven Estates and September 17-19, 7pm nightly.

Mr. Clark had no communications.

Mayor Mayo had no communications.

Dr. Armstrong had no communications.

Upon a motion of Ms. Blakes and seconded by Mr. Clark, the minutes of the Legal and Regular Session of August 26, 2014 were unanimously approved as presented. (There were no comments from the public).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE

PROPOSED CONDEMNATIONS: NONE

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon a motion by Mr. Wilson seconded by Mr. Clark and unanimously approved to Accept the bid of Bright Construction, LLC in the amount of \$32,725.00 for a structure located at **1015 South McGuire, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$7,725.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on August 26, 2014 and further providing with respect thereto.

Comments: Ms. Blakes said she noticed over ninety percent of the homeowners had a portion of money that they would be responsible for in repairing their homes and asked Mr. Robinson if the homeowners were clear about what they would be responsible for. Mr. Robinson explained that once Council approves the bids that are presented by his department, then his department will send letters to the homeowners explaining to them what the grant amount is and their responsible portion. Mr. Robinson stated that the homeowner has four choices: (1) the homeowner can pay the additional amount if they have them, (2) they can apply for a three percent loan, (3) they can apply for a hardship, if the funds are available, (4) if the first three choices are not feasible to the homeowner, then Mr. Robinson can reduce the amount down to the grant amount as long as the work being done meets the code and HUD Federal guidelines.

Dr. Armstrong asked for the funding source of the loans. Mr. Robinson said the loan funds come from a federal program and that they are set aside for program income; if they qualify for the loan, if it is zero to five thousand dollars, it is one percent loan; if it goes over five thousand dollars, it is a three per cent loan.

Ms. Nell Bradley, citizen, came forward and asked who inspects the homes once the work is completed to ensure the contractors are doing their jobs and do they get the money before or after they are inspected or is the homeowner left with the responsibility. Mr. Robinson said he inspects the jobs and also Mr. Calvin Robinson, Project Specialists; when the contractor requests a payment, his office goes out and following the work write up, make sure that the items on the work write up have been completed and then a pay request is made for that work. Ms. Bradley asked what were the qualifications and did the inspectors have and if they were contractors or engineers, electrician. Mr. Robinson stated that he was a Project Specialists and that as far as an Engineer is concerned; that he is on the same guidelines as far as that is concerned; qualified as a Licensed Inspector and has a degree in Construction Management, as well as Mr. Calvin Robinson who does the same thing has a degree in Construction. Ms. Bradley said that she wanted to make sure the homeowner wasn't left stranded. Mr. Robinson said no they were not and explained that the homeowner does have say in the matter and when the inspection is done and when the house is finalized and the homeowner signs off, and if at any time that they do have a concern, then a punch list is made with those concerns and they make sue the contractor completes the items on the punch list. Ms. Nell Bradley asked if the contractors had state licenses and he said that two of them do and what they do with the other contractors are they certify them; they must have a business license and then they ensure that the contractors have worker's compensation insurance and then they will send the contractor a certification where they are certified to do jobs over \$7500. Ms. Bradley asked if there was a time limit that the contractor completes the home and he said there is a time limit of these houses are for 45 days unless there is an act of God that prolong the time, then it must be accounted. She asked if the houses would be done before the first of year and he said it is possible and it depends upon how many houses each contractor has, some contractors has one house, and some have two; they may be completed before the first of the year; it depends if they want to work on that one house and you can add up 45 days for each individual house and it may go over into the first of the year or may be done before the first of the year. Ms. Bradley asked if there were receipts and how is this checked; Mr. Robinson said when they do their bids, they have an itemized bid price, they are given a point work write up and they go straight down the and put their prices of what they bided for and then they purchase all of the materials and make sure all materials for the job are new; Mr. Robinson said they do not check item for item on what they pay for each item; whatever the contractor bids, then they make sure they bid within a certain percentage of what the in-house is and if it does not go over this, they do not tag every item that they do or every piece of product that they purchase from the store. Ms. Bradley asked Mr. Robinson if he goes out and get an estimate of the project before the contractor goes out and get an estimate; Mr. Robinson said they go out and write up everything to be done to the house and this becomes an in-house estimate and then the contractor is given a blank copy and the contractor fill in their prices according to this.

Dr. Armstrong thanked Mr. Robinson for answering the questions, because it is important to know the details.

Ms. Blakes asked if a homeowner could have two grants; Mr. Robinson said, not two substantial's; he said they have different types of grants and if a homeowner do a health and safety grant which is an immediate threat to their health and safety and when they move to a target area and if they come back in a reapply because they did an emergency item does not mean that their house is up to code and if it is in a target area, they can come back a receive a second grant; he said if the homeowner receives a larger grant which is a \$10,000 grant and if they are senior citizens and if they go into that area where it is a target area, then they are only eligible for the other \$15,000 and not do the \$25,000 plus the \$10,000.

(b) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Accept the bid of Wilson Enterprise in the amount of \$44,150.00 for a structure located at **3705 Pippin Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as

being the lowest and best bid meeting the specifications. The homeowner is responsible for \$19,150.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(c) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Accept the bid of Bright Construction, LLC in the amount of \$21,950.00.00 for a structure located at **3513 Church Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$0 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(d) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to Accept the bid of Matcon Contractors in the amount of \$29,200.00 for a structure located at **4108 Church Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$4,200.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(e) Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to Accept the bid of Bright Construction in the amount of \$30,150.00 for a structure located at **3412 Church Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$5,150.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(f) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Accept the bid of Matcon Contractors in the amount of \$36,300.00 for a structure located at **1512 Eagle Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$11,300.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(g) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to Accept the bid of Wilson Enterprise in the amount of \$38,800.00 for a structure located at **4204 Pippin Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$13,800.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(h) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Accept the bid of Matcon Contractors in the amount of \$31,900.00 for a structure located at **3912 Pippin Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$6,900.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bided on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(i) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Accept the bid of Matcon Contractors in the amount of \$37,250.00 for a structure located at **3617 Johnson Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$12,250.00 Grant limits may be exceeded only when funding is available and a hardship can be

documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(j) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Accept the bid of Wilson Enterprise in the amount of \$50,750.00 for a structure located at **4202 Gayton Street, Booker T. Washington Neighborhood** under the **Community Development Block Grant (HOME) Substantial Housing Rehabilitation Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$25,750.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

(k) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Accept the bid Matcon Contractors in the amount of \$10,000.00 for a structure located at **3603 Carver Street, Booker T. Washington Addition** under the **Community Development Block Grant (CDBG) SHRP Senior Housing Repair Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$0 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on August 26, 2014 and further providing with respect thereto. (There were no comments from the public).

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to consider an Application by Jesus Alejandro Perez dba El Jarrito Mexico Grill, 1304 N. 18th Street, Monroe, LA 71201 for a 2014 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no comments from the public).

Department of Planning & Urban Development:

(a)) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to Consider request for a Variance to vary from the required Landscaping Ordinance at T.P. Outdoors at 3000 Breard Street. Due to several existing conditions that are on the site and as follows; Breard Street, Concordia Street and Franklin Street that border the main parking lot and building will not allow the number of trees that are required by the Landscape Ordinance. These street frontages have a large ditch that leaves little or no plantable area between the existing concrete and the existing deep ditch. The applicant has the intentions to provide as many small trees and shrubs as the existing conditions will allow – Applicant – T.P. Outdoors –

Comments: Ms. Nell Bradley, citizen said she was in agreement with this item and understands that they are adding on and can't go by the landscaping that has been in existence for thirty years.

Legal Department: NONE.

Mayor's Office:

(a) Upon a motion by Mr. Wilson seconded by Mr. Clark, Voting YES: Wilson, Armstrong and Clark; Voting NO: Blakes; **APPROVED** to Adopt Resolution No. 6307, authorizing James E. Mayo to enter into a Cooperative Endeavor Agreement between the City of Monroe and the Monroe Chamber of Commerce as per the attached agreement and further providing with respect thereto.

Comments: Ms. Nell Bradley, citizen, came forward and asked if this agreement included money and if we had already given them money. Mr. Barnes said no, we did not give them money; Ms. Bradley stated that we gave them money before through an Ordinance and Mr. Barnes said we got the money back because the agreement was not signed. Ms. Bradley asked if this was a redoing of the Ordinance before and Mr. Barnes said it was.

Ms. Nicholson, Chamber said she appreciates the relationship with Council and mentioned the blue folder that each Councilmember had which included a summary of what they provide the City with each year for what they have done with the cooperative endeavor funds from last year.

Department of Public Works:

(a) Initial motions by Mr. Clark and Mr. Wilson were withdrawn after discussions to amend the Resolution and new motions were made. Upon a motion by Mr. Clark, seconded by Ms. Blakes: Voting YES: Armstrong and Clark; Voting NO: Wilson; Voting to ABSTAIN: Blakes; **APPROVED** to Adopt Resolution No. 6308 with the amendments, authorizing a Request for Qualifications for Architectural/Engineering Services for an Intermodal Facility and further providing with respect thereto.

Comments:

1. Ms. Nell Bradley, citizen, commented that she was against this and to her there was confusion to her in reading the packet information on this item and one of her issues were the select team and the members names would not be made public and to her it is a back door deal and that it has obviously already been made; she asked if First Transit was over the bus and if Monroe was over it.
2. Mr. Marc Keenan, First Transit employee, commented that it is a City project and not a First Transit project; he explained the project is for the Intermodal facility study and development plan which is to relocate the current one and to construct a new facility; it is also to determine the reasonable cost of the construction and the funding strategies develop and the budget is 100% funded by FTA (Federal Transit Administration) and is taken from grant LA90x3701 and am asking for approval.
3. Ms. Johnnie Thomas, citizen, commented that she disagrees with this project and that six of the buses were not on the street at 4:45 p.m. and that Monroe is her city too and priorities need to be put in order; buses are breaking down; people are being flooded; do one thing at a time.
4. Mr. Stanley Thomas, citizen, bus passenger commented that he rides the bus to attend Delta in West Monroe and that he and other passengers had to squeeze in cars to get to school; he said on last week when the bus came to pick them up from school that the bus broke down five times from Camp Road, to the city and the bus that did come to get them broke down before it got on the freeway; he continued by saying that buses are only able to travel at 35 mph on the Interstate; he said when the a/c is cut on the bus cuts off and they have to pull off on the side of the road, at least four or five times this happened; it doesn't make any sense.
5. Ms. Marie Brown, citizen, asked if the agenda item was to build a new facility for the operation of the bus system; Mr. Janway stated it was a preliminary study funded by FTA for a new Intermodal Facility where we connect various forms of transportation together, including taxes, rails, greyhounds or municipal buses; she asked if it was more than Monroe City buses.
6. Mr. Janway said it is no different than what was started with the new airport, started out with an idea 14 years ago and this plan and idea has been in the making for several years; this is not something that they came up with overnight, FTA funded; the study comes up with a scope of work and a location that would better fit the needs of Monroe Transit and a facility that would better serve the residents that use Monroe Transit and would it provide a better facility if it was ever funded and there is a process that you would go through and these grant monies are the beginning of that process.
7. Ms. Marilyn Denoux, citizen, commented that it seems that every bus that she sees has black smoke coming from the back of the bus and wanted to know what the smoke was. Dr. Armstrong said Mr. Keenan could speak with her about the question.

Ms. Blakes commented to Ms. Summersgill, City Attorney, that on February 25, 2014, Council passed a Resolution approving this study; Ms. Summersgill said yes, it was, and the exact same thing and it was that the Department of Transportation had to have every word correct and believe they put request for proposals and it needed to be request for qualifications; Ms. Blakes asked, therefore, the study has not been done and Ms. Summersgill, said no the study has not been done. Ms. Summersgill said all this is doing is asking for qualifications from Architects or Engineers concerning the intermodal study to give them more information. Ms. Blakes asked why would the selection team need to be confidential; Ms. Summersgill said she has no idea, that she thinks it is just standard documents from the Federal Department of Transportation Development and it is something that we put together that goes by their guidelines. Ms. Blakes said that unless they amend it that she can't approve anything that she can't see the results; Mr. Janway said he didn't have a problem with it being amended; Ms. Summersgill said that's

fine as long as it can be done; Ms. Summersgill said it would be adopted amending with the "Responses being opened to the public". Ms. Blakes made another observation that stated the "Monroe Transit System is responsible to select the most qualified consultant...", and Ms. Blakes asked Ms. Summersgill to explain to her who is "Monroe Transit"; Ms. Summersgill said she would think that the Monroe Transit System would consist of primarily, Mr. Janway and that it would have to come back before the Council, if we were going to select an Engineer or Architect that it would have to come back before the Council; Ms. Blakes said that is not what the proposal is saying, she asked if we were going to amend that as well; Mr. Janway began reading, "the city of Monroe shall create a "short list" of no more than 3 consultants" and "The City may, at its sole discretion, elect to interview one or more proposers or request a presentation of qualifications as part of the selection process. A qualified proposer may be selected for negotiation of contract terms. The City may reject all proposals". Mr. Janway said this part would come back before the City Council and any proposal that they select would have to come back before the City Council for approval. Ms. Blakes said she is trying to find out who is going to do the selection, that is the problem; Mayor Mayo and Mr. Janway said the Administration would make the recommendation to the Council. Ms. Blakes stated for clarification if they were saying that the Administration would make the selection and then it would come back to City Council to approve; Mr. Janway said that was correct; Ms. Blakes asked if they were amending the selection team being confidential; Ms. Summersgill said yes; Dr. Armstrong asked Ms. Summersgill to provide him with the wording on how the amendment would be for the amended motion. Mr. Clark would read it as the Council would like for it to be amended, to be amended as "Statement of qualifications will be reviewed, evaluated and ranked by a Selection Team in accordance with the criteria and procedures described in this section. Responses will be publicly opened. All responses, evaluations, and the names of Selection Team members are not confidential information, and will be released for any reason upon request. The City of Monroe reserves the right to request consultants to provide missing information, make corrections, or provide additional information. The Selection Team will be composed of the City of Monroe staff members and may include representatives from other agencies". Mr. Clark stated this would be the amendment for that particular paragraph subject to the supplement or amendment that was made to Paragraph four as it relates to what Ms. Blakes just stated and asked if the language could be given on the last paragraph, it is located right before Provision six. Ms. Summersgill read it as it would be amended and that being, "A qualified proposer may be selected for negotiation of contract terms. Said proposer to be approved by the City Council". Mr. Clark said although there is a superseding motion on the motion to amend and for the sake of efficiency and time, he would withdraw his initial motion to adopt the Resolution and that Mr. Wilson would withdraw his second; Mr. Wilson withdrew his second; A new motion was made and seconded to adopt the amended Resolution. After new motions were made Ms. Bradley, citizen, came forward and stated that she thought the Council should not vote on it the way that it is, to bring it back with the amendments and then vote on it. Mr. Clark stated that the same results would be accomplished by amending it right now and that it was read publicly for the public to hear and that you accomplish the same result if you bring it back typed or subject to the amendment and doesn't see what good it would do to bring it back; he also noted to his colleagues that it is one hundred per cent funded by a grant and it is no cost to the City. Mr. Wilson commented that he had the opportunity to ride the bus on Saturday and talked to a lot of the citizens and the last bus that he rode the bus broke down and they had to transfer to another bus; he said he felt we were putting the cart before the horse and need to put in place a management team and are still waiting on the contract and the next proposal to manage Transit so that they can have input in on what we are trying to do and we are bringing a firm in after the fact and can't support it; Mr. Wilson said he has notes that citizens are 45 minutes late for their jobs, some have lost their jobs, a contract need to be put on the table and am asking Administration to bring another contract so that the issue can be resolved. Dr. Armstrong said it was for an RFQ and is fully funded for \$100,000 and if it the project is feasible, that we will get a facility in the range of \$12 million dollars and the city have to come up with \$2.4 million dollars if it is done and the process is that we will look at the RFQ and we will come back to the Council for approval; Ms. Summersgill said the selection would come back, in other words if there was a qualified person, then that selection would come back to Council; Dr. Armstrong said looking back, there were major renovations at the existing transit facility, also in the past have looked at a variety of locations, state office building lot, Desiard, 3rd and 4th street, Chamber of Commerce lot, transit bus facility, civic center facility, airport facility where Amtrak and have talked about it and need to go forward with some kind of appropriate decision instead of stroking the horse, if it is a dead horse. After the Vote, Dr. Armstrong said he would vote for it but said it would come back and would have a chance to look at it again.

Council: NONE.

Department of Community Affairs: NONE.

Police Department: NONE.

Fire Department: NONE.

Engineering Services:

(a) Upon a motion by Mr. Clark, seconded by Dr. Armstrong: Voting YES: Armstrong, Wilson, Clark; Voting NO: Blakes; APPROVED to Adopt Resolution No. 6309, accepting the bid of Amethyst Construction Company, in the amount of \$672,766.00, for the MLU Drainage Repairs, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work. (There were no comments from the public).

Comments: Ms. Blakes asked for the DBE goals for this project. Ms. Golden stated they were 8.9%. Ms. Blakes said according to Title 49, Code of Federal Regulations, Part 26, 49c, FR Part 26 was any DBE granted any of it. Ms. Golden said she didn't know because of the item being voted upon tonight and that the contract has not been awarded and when awarded it will begin the process with the contractor to show what his good faith efforts have been and what he will do to meet the goal. Ms. Blakes stated the Good Faith Effort 26.53 as being read to say that, "when a DBE goal has been established for a proposed contract, the bidding contractor or consultant shall demonstrate a good faith effort to meet the DBE goals before or will accept their bid proposals; she further said that it stated, "effort must be submitted by a bidding contractor at or before the time of the bid opening". She said she was trying to understand how these things would happen if the bid is awarded and how would the DBE's be awarded. Ms. Golden said what Ms. Blakes read was in direct opposition to the La. Public Bid Law which was recently amended so that it could only be the documents that were approved by the La. State Legislature that can be required to be opened or be presented at the time of bid opening and said she believes this is the way that the City is accommodating both the Federal and State requirements is to take care of meeting the DBE good faith, between the action of the Council awarding it and the action of Mayor signing the contract. Ms. Blakes said it appears that things are being done backwards, that the contract is being given and then if the criteria is not met; Ms. Golden stated that it doesn't get signed and it is brought back to Council and the award can be rescinded. Mr. Clark asked Ms. Golden what the funding mechanism was for the project and she deferred his question to Mr. Phillips; Mr. Phillips stated the funding source was the Annual Federal entitlement from the FAA and the total entitlement for the project is approximately \$1.6 million. Mr. Clark asked if there was a cost to the City and Mr. Phillips stated, no, it was not.

Mr. Wilson asked Ms. Golden if she was the Engineer of both projects; Ms. Golden said Denmon Engineer was the Design Engineer for both of the Airport projects; he asked if she thought, going forward that the City would be backing out from subcontracting out to other Engineer Firms and using her, Ms. Golden as the engineer on these projects; Ms. Golden said not on the airport; Mr. Wilson asked if she would be used on other projects; Ms. Golden replied, "possibly".

(b) Upon a motion by Mr. Clark, seconded by Mr. Wilson: Voting YES: Armstrong, Wilson and Clark; Voting to ABSTAIN: Blakes; APPROVED to Adopt Resolution No. 6310, accepting the bid of Amethyst Construction Company, in the amount of \$528,292.21, for the MLU Perimeter Road, Phase I, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work. (There were no comments from the public).

Comments: Ms. Golden stated this bid was being recommended after bids were put out and received two bids. She said this bid was the lowest and was very close to the engineer's original estimate and the amount is fully funded.

(c) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6311, accepting as substantially complete work done by and between the City of Monroe and Womack and Sons Construction Group, Inc., for the Benoit Community Center Emergency Water Line Repair Project and further providing with respect thereto. (There were no comments from the public).

(d) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6312, accepting the bid of Chemical Insulation, in the amount of \$366,693.00 for the re-roofing of three (3) Community Centers (Marbles, Johnson, and Benoit) Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work.

Comments: Ms. Nell Bradley, citizen came forward and commented that when this project came up before her concern was why the city needed an architect to do a flat roof; she asked the fee cost for the architects; Mr. Holland stated the cost of the project being \$366,639 and the architect fee is 9% of the cost of project, \$33,022.37; Ms. Bradley said she thinks there is money that the city could have saved; Ms. Golden asked Council if she could respond; her response was when this project item was brought before

Council there was a working estimate in hand that put the job at \$650,000 was the estimated high end cost and the low end was about \$450,000 and by having the architect work very closely with Mr. Holland, he got a good set of specs in and is why the project is coming in very well within budget and is the value of having experts on these projects.

Mr. Wilson asked Mr. Ross in reference to the roof leak and the million dollar floor and asked when the roof would be replaced. Mr. Ross said the last time he was there the company came out and repaired it and hasn't been notified since then. Mr. Wilson said he received a call on yesterday that it is leaking in several places since the rain and believe it is leaking new spots, near the water fountain; Mr. Bruce Watson, Community Affairs stated that it was a new minor leak, it is coming through the wall and it will not damage the floor; they already have a PO and the company worker, Pohlman & Wilbanks will be out on Thursday morning.

Mr. Clark stated that he received several calls and whether the issue is classified as major, miniature or minor that he was told that it was substantial and the water was coming down the roof and Mr. Watson stated that the water is now going down wall and Mr. Clark asked Mr. Watson if the leaks originated from the repairs that were previously done or are they new issues. Mr. Watson explained when the community center was built there were some original problems with the roof; when the city originally contracted with Brazos, to and the design of; he said the roof was not applied correctly and this has nothing to do with what Brazos has done; he stated when the new ceiling was put in the company out of west Monroe notified them there were a few problems and when it started leaking the city notified Pohlman & Wilbanks and when they got on the roof they find out there were clamps that were not applied to the building; this roof has had problems three times, but this company has corrected the problem and they will bring in machinery and check everything to see what is causing it so that this problem so that these issues will not occur anymore; Mr. Clark asked the Mr. Watson would come back to the next Council meeting and update Council on the progress and findings of Pohlman & Wilbanks. Ms. Blakes asked Mr. Watson if the city was getting a warranty on the work; Mr. Watson said on this project when Brazos did the work there was a warranty and the last two jobs has caused the city less than \$2000; anytime work is done the work is they do guarantee their work.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Carolyn F. January, all rights, title and interest that the City may have acquired to the Lot "H" of Square 35 of Layton's Second Addition, Monroe, La, 816 Louise Anne Ave., Monroe, La. by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

(b) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to be passed over until next Council meeting to Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to Publish Notice of Public Hearing to rezone a .34 acre, more or less, tract of land from B-1, Neighborhood Mixed Use to B-3, General Business/Commercial, presently located in Ouachita Parish and otherwise known as: 410 South Second Street – APPLICANT – Ali Mulhem Saleh Haj (P&Z)

Comments:

Ms. Nell Bradley, citizen, asked for the status of the item; Dr. Armstrong stated it was being passed over.

Ms. Denoux, citizen, asked if the item being passed over was referencing the leaks in the roof; Dr. Armstrong explained it was a zoning ordinance.

Ms. Marie Brown, citizen, asked if the item was being passed over and asked if it was being brought back at a later date; Dr. Armstrong said it was being passed over until the next meeting.

Councilman Clark questioned Ms. Poret, Zoning, if the item is being passed over the Introduction of an Ordinance that pertains to another liquor store on South 2nd Street; proposed to be a liquor store; Ms. Poret said yes, it is the rezoning so that they can put a filling station with liquor sales.

(c) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to add to the agenda to Introduce an Ordinance authorizing James Mayo, Mayor, to enter into and execute a lease agreement between the City of Monroe and Paul Michael Company at the Airport, for certain property located at the Monroe Regional Airport, and further providing with respect thereto.

Comments:

Ms. Nell Bradley, citizen, asked what is being leased to Paul Michael; Mr. Ron Phillips, Airport, said they are leasing 427 sq.ft. of retail space; Ms. Bradley asked if the Airport was getting more than \$100 a month for this; Mr. Phillips yes, the lease calls for \$600 or 9%, whichever is greater; Ms. Bradley asked if the money received from the lease going to the City or the FAA; he said the Airport.

Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to Introduce an Ordinance authorizing James Mayo, Mayor, to enter into and execute a lease agreement between the City of Monroe and Paul Michael Company at the Airport, for certain property located at the Monroe Regional Airport, and further providing with respect thereto. (There were no comments from the public).

(d) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to add to the agenda to Introduce an Ordinance authorizing a financing lease agreement with PNC Equipment Finance, LLC for equipment for Chennault Park and further providing with respect thereto. (There were no comments from the public).

Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Introduce an Ordinance authorizing a financing lease agreement with PNC Equipment Finance, LLC for equipment for Chennault Park and further providing with respect thereto.

Comments:

Ms. Nell Bradley, citizen, asked what park was the leased equipment for (Dr. Armstrong stated it was for Chennault Park Golf Course), how much; Mr. Barnes stated we are leasing the equipment and she asked what type of equipment and Mr. Barnes explained to her the various types of equipment for the golf greens; Ms. Bradley stated that with all of the lawnmowers that the city has purchased that the city would not have to lease anymore; Mr. Clark asked Mr. Barnes to explain for the public the type of equipment and he explained that they are specialized mowers to mow them at special levels, not the typical bushhoppers, this type of equipment is for mowing around irrigation systems and other equipment that is designed and specialized for golf course mowing.

RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION:

(a) Ordinance No. 11,504, was offered for final adoption by Ms. Blakes and on her motion seconded by Mr. Clark was unanimously approved and adopted extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof and providing further with respect thereto - Rishi of Monroe III LLC.

(P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(b) Ordinance No. 11,505 was offered for final adoption by Mr. Clark and on his motion seconded by Mr. Wilson was unanimously approved and adopted amending the Zoning Map for the City of Monroe, Louisiana to zone a ±.69 acre tract of land, more or less, presently located in Ouachita Parish to B-2, Neighborhood Business District. This property presently does not have a zoning classification as it is being annexed into the City and is more particularly described as follows: 5600 DeSiard Street – APPLICANT -Rishi of Monroe III LLC. (P&Z)

The Chairman opened the Public Hearing:

Comments: Ms. Nell Bradley, citizen asked if this property the location of the future Walmart. Joan Poret, Planning said no, it was an existing business on the property, UPakit. Ms. Bradley asked if changing the zoning; Ms. Poret said the property was being annexed and was just voted on the annexation and this is the zoning that goes with their property since it is being annexed into the city.

There were no other comments and the Hearing was declared closed.

(c) Ordinance No. 11,506 was offered for final adoption by Ms. Blakes and on her motion seconded by Mr. Wilson was unanimously approved and adopted amending the Zoning Map for the City of Monroe, Louisiana to rezone an existing ±5.69 acre tract from B-3 General Business/Commercial District

to a I-1, Commercial/Industrial Business Park District presently located in Ouachita Parish and more particularly described as follows: 371 DeSiard Plaza Drive – APPLICANT – J.D. Frost Trucking Company. (P&Z)

The Chairman opened the Public Hearing:

Comments: Ms. Nell Bradley, citizen, asked if this was out by the airport. Mr. Johnny Harvey came forward and stated it was by the airport and it was previously rezoned to B4, but with the implementing of the new zoning map it was reverted back to a B3, and they need to make sure that they are conforming to the new map.

There were no other comments and the Hearing was declared closed.

(d) Ordinance No. 11,507 was offered for final adoption by Ms. Blakes and on her motion seconded by Mr. Clark was unanimously approved and adopted to take corporeal possession of the property described below and sell to Bryant Newton, all rights, title and interest that the City may have acquired to the east 50' of Lot 13, Square 11 of Alexander Addition R#37962 – 3806 Jackson St., Monroe, La., District 4, by adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(e) Ordinance No. 11,508 was offered for final adoption by Ms. Blakes and on her motion seconded by Mr. Clark Finally Adopt an Ordinance amending Chapter 36, Article III Entitled “City Water Service” of the Monroe City Code by adding Section 36-29 Entitled “Cross-Connections” and further providing with respect thereto. (Public Wks.)

Dr. Armstrong explained that this is a Federally mandated program and really has no choice but to pass it and it will take place upon the approval of the Council; he said not every household is required to do this and the backflow devices will have to be installed where there is a swimming pool, or a sprinkler service that has a risk of backing up into the city’s water supply to prevent contamination, terrorism as a mechanism of backing up into the city’s water supply; there will be a list of who will need to comply and the device that is dependent on the water service will be at a cost of between \$500-\$1000 to install the backflow device and the yearly cost to inspect the device will be in the range of \$100 or less.

The Chairman opened the Public Hearing.

Comments: Ms. Nell Bradley, citizen, stated Dr. Armstrong answered all of her questions regarding this agenda item.

There were no other comments and the Hearing was declared closed.

CITIZENS PARTICIPATION:

1. Mr. Bruce Watson, Community Affairs gave an update which included the large amount of money being spent on the Southside with the ground breaking of park bathrooms last week. He thanked Public Works, Mr. Westroom, Robert Johnson, Ronnie, Bobby and Mr. Carnell Person for getting the bathrooms torn down; he mentioned the roofing projects at the Marbles, Johnson and Benoit Community Centers and said Saul Adler, Emily P and Powell have been done and city funds were used; improvements have been made with funds from Ouachita Wells Grant at Lida Benton Park and the three pavilions will be shipped in October; he mentioned additional work and equipment would be placed at the park that included a playscape, trash cans, landscaping and another set of bleachers and a walking track; new gym floors; the pool lifts have been placed at the pools and he thanked everything for their assistance.

2. Ms. Earline Bryant commented that the trash is still being dumped at Madison Foster school area and the street in the area need to be repaired; grass is still high on the Southside; Emily P Robinson is in dire need of three computers, they only have one and that one is very, very old.

3. Mr. Ray Jones commented that he loves his city and is passionate about its success; he held up a manual and described it as a rule book for the Southside of Monroe and explained that it was crafted in 2001 by Senator Charles Jones; his comments further about the map that Ms. James put together and the boundaries and asked that everyone would read the La. Statute 332740.51.; the statute can levy taxes and

it can help in eliminating poverty in South Monroe; he said South Monroe has the political power, but doesn't have economic power and wants to build bridges to economic security.

4. Ms. Marilyn Denoux commended Chief Terry Williams as she had a question about the flushing of the fire hydrants and he promptly responded back to her; she encouraged the citizens to contact the Fire Department to receive smoke alarms.

5. Ms. Johnnie Thomas posed a question to Mayor Mayo and the City officials; she asked them if they had given any thought to the red light at South 8th Street and Texas Avenue.

6. Ms. Marie Brown commented that she came to Council meeting to speak on the table issue of the proposed liquor store on South 2nd Street and yielded her time to Ms. Johnson.

7. Ms. Cynthia Johnson apologized for her last Council meeting appearance and stated she should have been more humble and that she was merely anxious and overwhelmed; Ms. Johnson stated that her issue tonight was the Monroe Transit System and asked that the City would prioritize the repairing of the buses for the citizens.

There being no further business to come before the council, the meeting was adjourned at 7:38 p.m., upon motion of Mr. Clark and seconded by Mr. Wilson.

Dr. Raymond Armstrong
Chairman

Carolus S. Riley
Council Clerk

Jacqueline Benjamin-Allen
Council Secretary

***For extended details on the council meeting please call the Council Clerk Monday-Friday at 329-2252 to schedule an appointment to listen to the minutes tape.**



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

September 15, 2014

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened September 11, 2014 for a one hundred eighty (180) day supply contract of Janitorial Products # 86-0486. A total of eighteen (18) bid packs was mailed and Seven (7) bid responses were received.

The Purchasing Division recommend that this bid be awarded on a split low basis to MSC, Shreveport, LA, Civic Enterprise, West Monroe, LA, Wesco, LaFayette, LA Parker Wholesale, Bastrop, LA and Sunbelt Distribution, Monroe, La and Industrial Mills, Crosset, AR. All of these vendors complies with and meets the specification of this bid and cleared by Tax & Revenue Division.

Civic be awarded item # 34

MSC be awarded item # 4, 5, 17, 18, 19, 25 & 26.

Industrial Mills be awarded item # 15, 28, 29, 30, 35, 36, 37, 38, 39, 47, 48, 49,
50, 51, 52 & 53.

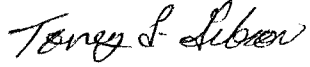
Wesco be awarded item # 6, 16, 21, 22, 23, 24, 27, 31, 40, 41, 42, 43, 44, 45, 46.

Patrker be awarded item # 3 & 33.

Sunbelt be awarded item # 3, 7, 8, 9, 10, 10, 11, 12, 13,14, 15, 20 & 54.

With City Council approval this will be a one hundred eighty day (180) day contract effective September 24, 2014 through March 24, 2015, terms are to be on an as needed basis.

Respectfully Yours in Purchasing,



Toney L. Gibson
Buyer

Cc: Mr. David Barnes, Jr., Director of Administration
Mr. Greg Yoes, Purchasing Manager

Attachment



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: September 11, 2014

Business Name: Sunbelt Distribution Systems

List any other names this business has used in the past: _____

Business Address: 1040 Oliver Road City: Monroe State: LA Zip: 71201

Contact Name: David Catter Phone: 318.410.9200

Tax No.: 318.410.9200 Email: dcatter@sunbeltdistribution.com

City of Monroe Occupational License #: 416920 Year: 2013

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 7164055

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

Delinquent
 No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

Delinquent
 Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: B. Davis

Date: 9-15-14



City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government

SALES TAX COMPLIANT RESEARCH FORM

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Business Name: Sunbelt Distribution Systems

List any other names this business has used in the past: _____

Business Address: 1040 Oliver Road City: Monroe State: LA Zip: 71201

Contact Name: David Catter Phone: 318.410.9200

Fax No.: 318.410.9200 Email: dcatter@sunbeltdistribution.com

City of Monroe Occupational License #: 46920 Year: 2013

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 764055

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

- Delinquent
- No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

- Delinquent
- Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: David Catter

Date: 9/11/14



City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government

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Contact Name: David Catter Phone: 318.410.9200

Fax No.: 318.410.9200 Email: dcatter@sunbeltdistribution.com

City of Monroe Occupational License #: 46920 Year: 2013

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 764055

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!

Business has a current City of Monroe occupational license? Yes No N/A

Delinquent
 No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

Delinquent
 Not Registered

Business Cleared?
 Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: David Catter can't sign! Date: 9/11/14

I called CO. and asked that it be re-sent.



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 9-8-14

Business Name: Civic Enterprises, INC

List any other names this business has used in the past: _____

Business Address: 854 Johnson St. City: W. Monroe State: LA Zip: 71292

Contact Name: Mark Ketchell Phone: 323-6621

Fax No.: 3 Email: Sales@CivicEnterprises.com

City of Monroe Occupational License #: _____ Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 0304307

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

- Delinquent
- No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

- Delinquent
- Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature]

Date: 9-15-14



City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 9/10/14

Business Name: WESCO DISTRIBUTION

List any other names this business has used in the past: Statewide Electric Supply

Business Address: 721 E Pont DES Mouton City: Lafayette State: LA Zip: 70507

Contact Name: Kathy Guidry Phone: 800-256-1726

Fax No.: 337-235-9210 Email: Kguidry@WESCO.com

City of Monroe Occupational License #: NA Year: NA

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: _____

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

- Delinquent
- No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

- Delinquent
- Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature]

Date: 9-15-14



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 9/10/14

Business Name: MEC INDUSTRIAL Supply

List any other names this business has used in the past: _____

Business Address: 668 Bert Kouns City: Shreveport State: LA Zip: 71118

Contact Name: Vickie Boteler Phone: 318-222-4800

Fax No.: 318-222-4882 Email: botelerv@mscdirect.com

City of Monroe Occupational License #: _____ Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: ~~6931012-000-00~~

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No (N/A)

Delinquent
 No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No (N/A)

Delinquent
 Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature]

Date: 9-15-14

MWA



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 09/09/10

Business Name: INDUSTRIAL MILL & MAINTENANCE

List any other names this business has used in the past: _____

Business Address: 2707 HWY 82 W. City: CROSSETT State: AR Zip: 71635

Contact Name: RICHARD MURPHY Phone: 501-580-4810

Fax No.: 855-856-4199 Email: R.MURPHY@INDUSTRIALMILL.COM

City of Monroe Occupational License #: N/A Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: _____

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

Delinquent
 No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

Delinquent
 Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature]

Date: 9-15-14

2R



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 9/10/2014

Business Name: Parker Wholesale Paper Co. Inc.

List any other names this business has used in the past: _____

Business Address: 9060 INDUSTRIAL Dr City: Bastrop State: LA Zip: 71221

Contact Name: BRENDA FANTAL Phone: 318-281-4293

Fax No.: 318-281-4301 Email: parkerwholesale@bayou.com

City of Monroe Occupational License #: NA Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 598000

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Monroe occupational license? Yes No N/A

- Delinquent
- No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

- Delinquent
- Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: B. Davis

Date: 9-15-14

Bid Tabulations
 Work Tools, Raingear, Boots, Etc. Ref # 86-0486
 09/11/2014

Vendor	Civic	Sunbelt	Wesco	MSC
Address	West Monroe, LA	Monroe, LA	Lafayette, LA	Shreveport, LA

1.Gloves Palms 2 ½" Cuff	NO-BID	\$17.16	\$21.00	\$29.16
2.Gove Leather Palm 4"Cuff		20.16	22.65	44.52
3.Glove Brown Jersey		4.36	6.45	4.44
4.Glove Driver Large		23.10	32.44	19.20
5.Glove Driver XL		23.10	33.13	19.20
6.Glove PVC Gauntlet 18"		23.10	17.85	NO-BID
7.Rainsuit L		6.60	13.13	NO-BID
8.Rainsuit XL		6.60	13.13	NO-BID
9.Rainsuit 3 XL		6.88	13.13	NO-BID
10.Rain Suit 4 XL		7.43	13.13	NO-BID
11.Raincoat L		6.05	44.14	NO-BID
12.Raincoat XL		6.60	44.14	NO-BID
13.Raintcoat 3XL		6.60	45.20	NO-BID

Bid Tabulations
 Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Civic	Sunbelt	Wesco	MSC
Address				

14. Raincoat 4X-Large	NO_BID	\$ 6.60	\$ 45.20	NO-BID
15. RainCoat 2XL		6.05	45.20	NO-BID
16. Watercooler 2Gal		NO-BID	13.35	18.19
17. Water Cooler 3 Gal.		NO-BID	28.34	23.86
18. Water Cooler 5 Gal.		NO-BID	30.49	30.17
19. Safety Glasses		.88	1.40	.87
20. Mask Respirator		6.60	16.73	10.79
21. Safety Vest		13.00	12.34	NO-BID
22. Bastard File		NO-BID	14.18	27.88
23. Hoe Garden		NO-BID	11.31	12.19
24. Rake Concrete		NO-BID	21.63	35.43
25. Leaf Rake		NO-BID	15.25	9.03
26. Rake Bowforged		NO-BID	48.88	13.40

Bid Tabulations
Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Civic	Sunbelt	Wesco	MSC
Address				

27.Fork Manure	NO-BID	NO-BID	\$28.94	\$52.30
28.Shovel Square point			9.81	18.93
29.Shovel Round Point			9.81	15.09
30.Shovel Sharp Shooter			29.13	NO-BID
31.Flashlight 6Volt			22.43	NO-BID
32.Insect Repellent			8.02	7.14
33.Wasp Hornet			7.75	4.02
34.Litter Pick Up	\$11.37		26.25	21.31
35.Stake 2x6			NO-BID	NO-BID
36.Stake 18"			20.50	NO-BID
37.Stake 36"			29.50	NO-BID
38.Stakes Hub 48"			NO-BID	NO-BID
39.Duck Tape			6.24	8.62

Bid Tabulations
Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Civic	Sunbelt	Wesco	MSC
Address				

40.Knee Booth 7	NO_BID	\$ 9.90	\$ 9.69	\$12.93
41.Knee Booth 8		9.90	9.69	NO-BID
42.Knee Booth 9		9.90	9.69	12.93
43.Kneet Boot Size 10		9.90	9.69	12.93
44.Knee Boot Size 11		9.90	9.69	12.93
45.Knee Boot Size 12		9.90	9.69	12.93
46.Knee Boot Size 13		9.90	9.69	12.93
47.Hip Boot Size 10		39.60	85.00	NO-BID
48.Hip Boot Size 7		39.60	85.00	NO-BID
49.Hip Boot Size 8		39.60	85.00	NO-BID
50.Hip Boot 33" size 9 ww		39.60	85.00	NO-BID
51.Hip Boot 33" size 11 ww		39.60	85.00	NO-BID

Bid Tabulations
 Work Tools, Raingear, Boots, Etc. Ref # 86-0486
 09/11/2014

Vendor	Industrial Mill	Parker Wholesale	MTS Safety	
Address	Crosset, AR	Bastrop, LA	Belmont, MS	

1.Gloves Palms 2 ½" Cuff	\$15.96	\$21.05	NO-BID	
2.Gove Leather Palm 4"Cuff	17.09	15.12	NO-BID	
3.Glove Brown Jersey	4.70	5.20	\$ 6.20	
4.Glove Driver Large	41.51	36.00	NO-BID	
5.Glove Driver XL	42.22	37.87	NO-BID	
6.Glove PVC Gauntlet 18"	20.90	35.35	47.95	
7.Rainsuit L	9.98	NO-BID	47.95	
8.Rainsuit XL	9.98	NO-BID	47.95	
9.Rainsuit 3 XL	9.98	NO-BID	47.95	
10.Rain Suit 4 XL	9.98	NO-BID	47.95	
11.Raincoat L	27.48	NO-BID	30.95	
12.Raincoat XL	27.48	NO-BID	30.95	
13.Raintcoat 3XL	27.48	NO-BID	30.95	

Bid Tabulations
Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Industrial Mill	Parker Wholesa	MTS Safety	
Address				

14. Raincoat 4X-Large	\$27.48	NO-BID	\$30.95	
15. RainCoat 2XL	27.48	NO-BID	30.95	
16. Watercooler 2Gal	25.10	NO-BID	NO-BID	
17. Water Cooler 3 Gal.	32.84	NO-BID	NO-BID	
18. Water Cooler 5 Gal.	34.02	NO-BID	NO-BID	
19. Safety Glasses	.98	\$ 1.04	NO-BID	
20. Mask Respirator	12.00	19.44	NO-BID	
21. Safety Vest	14.75	NO-BID	NO-BID	
22. Bastard File	19.41	NO-BID	NO-BID	
23. Hoe Garden	17.88	NO-BID	NO-BID	
24. Rake Concrete	30.88	NO-BID	NO-BID	
25. Leaf Rake	8.40	NO-BID	NO-BID	
26. Rake Bowforged	16.51	NO-BID	NO-BID	

Bid Tabulations
Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Industrial Mill	Parker	MTS	
Address				

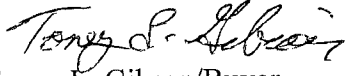
27.Fork Manure	\$31.82	NO-BID	NO-BID	
28.Shovel Square point	7.35	NO-BID	NO-BID	
29.Shovel Round Point	7.25	NO-BID	NO-BID	
30.Shovel Sharp Shooter	18.50	NO-BID	NO-BID	
31.Flashlight 6Volt	NO-BID	NO-BID	NO-BID	
32.Insect Repellent	4.76	NO-BID	NO-BID	
33.Wasp Hornet	4.45	4.16	NO-BID	
34.Litter Pick Up	10.65	19.78	NO-BID	
35.Stake 2x6	.61	NO-BID	NO-BID	
36.Stake 18"	1.86	NO-BID	NO-BID	
37.Stake 36"	.92	NO-BID	NO-BD	
38.Stakes Hub 48"	2.15	NO-BID	NO-BID	
39.Duck Tape	5.53	NO-BID	NO-BID	

Bid Tabulations
Work Tools, Raingear, Boots, Etc. Ref # 86-0486

Vendor	Industrial Mill	Parker	MTS	
Address				

40.Knee Booth 7	\$12.75	NO-BID	NO-BID	
41.Knee Booth 8	12.75	NO-BID	NO-BID	
42.Knee Booth 9	12.75	NO-BID	NO-BID	
43.Kneet Boot Size 10	12.75	NO-BID	NO-BID	
44.Knee Boot Size 11	12.75	NO-BID	NO-BID	
45.Knee Boot Size 12	12.75	NO-BID	NO-BID	
46.Knee Boot Size 13	12.75	NO-BID	NO-BID	
47.Hip Boot Size 10	39.22	NO-BID	NO-BID	
48.Hip Boot Size 7	39.22	NO-BID	NO-BID	
49.Hip Boot Size 8	39.22	NO-BID	NO-BID	
50.Hip Boot 33" size 9 ww	39.22	NO-BID	NO-BID	
51.Hip Boot 33" size 11 ww	39.23	NO-BID	NO-BID	

Respectfully Submitted,



Toney L. Gibson/Buyer
09/11/2014

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Resolution was offered by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ACCEPT GRANT FUNDS FROM THE LOUISIANA DIVISION OF HISTORIC PRESERVATION, OFFICE OF CULTURAL DEVELOPMENT, DEPARTMENT OF RECREATION AND TOURISM IN THE AMOUNT OF \$3,000 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, under its Certified Local Government (CLG) Historic Preservation Planning Grant Program, the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation, is making funding available for CLG communities to conduct historic district surveys; and

WHEREAS, the City of Monroe desires to promote and protect the historic character and heritage of the three historic districts within the City by conducting a survey of these districts; and

WHEREAS, the Planning and Urban Development Department and the Planning and Zoning Division are desirous of conducting a survey of the historic districts to determine if any should be expanded or contracted or if any additional districts need to be created; and

NOW, THEREFORE BE IT RESOLVED by the Monroe City Council in legal and regular session convened, that James E. Mayo, Mayor be and hereby authorized and empowered accept said funds from the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation and further providing with respect thereto:

This Resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2014.

CHAIRMAN

CITY CLERK



JAY DARDENNE
LIEUTENANT GOVERNOR

State of Louisiana
OFFICE OF THE LIEUTENANT GOVERNOR
DEPARTMENT OF CULTURE, RECREATION & TOURISM
OFFICE OF CULTURAL DEVELOPMENT
DIVISION OF HISTORIC PRESERVATION

PAM BREAU
ASSISTANT SECRETARY

September 5, 2014

Honorable James E. Mayo, Mayor
City of Monroe
P. O. Box 123
Monroe, LA 71210

Re: FY 2014-2015 Certified Local Government – Historic Preservation Fund Grant
14-HP-16 Historic Survey of Monroe Historic Districts

Dear Mayor Mayo:

Enclosed are an Award Acceptance Letter and two copies of the Grant Agreement between the City of Monroe and the Division of Historic Preservation. Please have the appropriate persons sign the Acceptance Letter, Grant Agreement signature page, Attachment A (scope of work), and Attachment D (reimbursement procedures form). Attachment C (itemized billing request forms) does not need to be signed until it is completed for reimbursement.

Please return the acceptance letter and all both copies of the signed agreement to me. After I have obtained the appropriate signatures from this office, I will forward a fully executed Grant Agreement to you. Keep in mind that this grant runs from July 1, 2014 through June 30, 2015. All expenses associated with this grant must be incurred within the grant cycle.

Our office looks forward to working with you on this project. If you have any questions pertaining to this agreement, please do not hesitate to contact us.

Sincerely,


Tammy Bridges
Grants Manager

TB:s
Enclosures

C: Joanne Poret, AICP

LOUISIANA DIVISION OF HISTORIC PRESERVATION

2014-15 GRANT AWARD ACCEPTANCE LETTER
AND GRANT AWARD VERIFICATION

PLEASE COMPLETE THIS FORM AND RETURN TO THE DIVISION OF HISTORIC
PRESERVATION (P. O. Box 44247, Baton Rouge, LA 70804)

NAME: City of Monroe

ADDRESS: P.O. Box 123

Monroe, La 71210

E-MAIL: joanne.poret@ci.monroe.la.us

GRANT AWARD AMOUNT: \$3,000

AMOUNT OF MATCH: \$3,000 (minimum 50% match required)

SOURCE OF MATCH: PUD/P&Z

FISCAL YEAR BEGINS: May 11, 2014 ENDS April 30, 2015

ANNUAL AUDIT ISSUED (Estimated Date): November 15, 2014

ANNUAL AUDIT PERFORMED IN ACCORDANCE WITH: A-133 A-110

FLOOR PLAN WITH COST PER SQUARE FOOT (if applicable):

FEDERAL EMPLOYEE IDENTIFICATION NUMBER: EIN #72-6000903

OR SOCIAL SECURITY NUMBER: _____

IS YOUR ORGANIZATION TAX EXEMPT: YES NO
If yes, please provide us with a copy of your IRS letter stating your tax exempt status at this time.

CERTIFICATION: This will serve as verification that the above named organization accepts this grant award and that we have the necessary non-federal funds needed to match this grant.

This will also certify that we have an Equal Opportunity Employer poster and we will display said poster (If you do not have an EOE poster, contact the Division of Historic Preservation so that one can be included with your agreement).

Please have the person authorized to enter into this grant agreement sign and type or print their name and title below.

Authorized Signature

Name & Title (typed or printed)

STATE OF LOUISIANA
DEPARTMENT OF CULTURE, RECREATION AND TOURISM
OFFICE OF CULTURAL DEVELOPMENT
DIVISION OF HISTORIC PRESERVATION
GRANT AGREEMENT

Be it known, that effective July 1, 2014, the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation (the "State" or "Division") and the City of Monroe, P. O. 123, Monroe, LA 71210 (the "Grantee") enter into agreement under the following conditions.

1. Services

Grantee hereby agrees to furnish the following: conduct survey of the Monroe Historic Districts, as per Attachment A.

2. Grant Award

In consideration of the activities described above, State hereby agrees to pay Grantee a maximum sum of three thousand dollars (\$3,000) of allowable costs from the National Park Service FY 2014 Historic Preservation Fund (CFDA #15.904), as per Attachment B. This funding is contingent upon the availability of funds appropriated to the Division by the Louisiana Legislature or accruing to it from other sources. Any mid-year cuts imposed to the Division could result in a subsequent reduction in grant funds. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49.

3. Regulations

The Grantee will do all work in accordance with the June, 2007 edition of the Historic Preservation Fund Grants Manual. OMB's final rule "Uniform Guidance: Administrative Requirements, Cost Principles, and Audit" shall be used to determine the applicability of costs accrued and to confect all required statements and reports. Work not performed in accordance

with the Secretary of Interior's Standards will not be reimbursed.

4. Payment Terms

The Grantee shall be required to submit quarterly itemized billing requests and reports, as per Attachment C and Attachment D. At the discretion of the State, the Grantee may be subject to periodic on-site visits and review of proof of expenditures, which will be submitted by the Grantee to the State.

5. Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed Agreement (excluding the Grantee's annual action plan) shall take precedence, followed by the provisions of June, 2007 edition of the Historic Preservation Fund Grants Manual, and then by the terms of the Grantee's annual action plan.

6. Auditing

It is hereby agreed that the legislative auditor of the State of Louisiana, and /or the Office of the Governor, State of Administration auditors and/or the Department of Culture, Recreation and Tourism auditors shall have the option of auditing all accounts of Grantee that are related to this Grant Agreement.

La. R.S. 24:513(A)(1)(b)(iv) defines a quasi-public agency or body as "Any not-for-profit that receives or expends any local or state assistance in any fiscal year. Assistance shall include grants, loans, transfers of property, awards, and direct appropriations of state or local funds."

In accordance with La. R.S. 24:513(H)(2)(a), the Grantee "shall designate 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."

Pursuant to La. R.S. 24:513(J)(1)(c), the financial statements of the Grantee shall be audited as follows:

Amount received in revenues and other sources in any one fiscal year	Audit requirements
\$50,000 or less	Not required to have an audit but must file a certification with the legislative auditor indicating it received \$50,000 or less in funds for the fiscal year.
More than \$50,000 but less than \$200,000	The Grantee shall conduct an annual compilation of its financial statements, with or without footnotes, in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the Grantee's books and accounts.
\$200,000 or more but less than \$500,000	The Grantee shall conduct an annual review of its financial statements to be accompanied by an attestation report in accordance with the Louisiana Governmental Audit Guide. At its discretion, the legislative auditor may require an audit of the Grantee's books and accounts.
\$500,000 or more	The Grantee shall conduct an annual audit.

The Grantee is notified that no funds appropriated under Act 15 of the 2014 Regular Session of the Louisiana Legislature (Act 15) shall be transferred to a public or quasi-public agency or entity which is not a budget unit of the State of Louisiana unless the entity executes an agreement or contract and submits to the State for approval a Comprehensive Budget showing all anticipated uses of the appropriation, an estimate of the duration of the project, and a plan showing specific goals and objectives for the use of such funds, including measures of performance. The State shall submit the Budget and any other required information to the legislative auditor for approval at ebudgets@lla.la.gov.

7. Amendments

Any requests to alter, modify or change this Agreement, including personnel salary adjustments exceeding 25% of the time budgeted, addition of equipment, or revision of the scope of work, must be submitted in writing to and approved by the Division.

8. Indemnity Clause

The Grantee shall indemnify and save harmless the State against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged

upon or in connection with the activities and services required or performed by the Grantee hereunder.

9. Anti-Discrimination

The Grantee agrees 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 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 Act of 1972 as amended, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Grantee agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Grantee agrees not to discriminate in its employment practices, and will render services under the Grant Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Grant Agreement.

10. Anti-Lobbying

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or its Departments or agencies from communication to Members of Congress on the request of any Member of Congress, through the proper official

channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business.

11. Termination for Cause

The State may terminate this Agreement for cause based upon the failure of Grantee to comply with the terms and/or conditions of the Agreement; provided that the State shall give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place Grantee in default and the Agreement shall terminate on the date specified in such notice. The Grantee may exercise any rights available to it under Louisiana law terminate for cause upon the failure of the State to comply with the terms and conditions of this Agreement; provided that the Grantee Shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

12. Termination for Convenience

Either party may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other party. The Grantee shall be entitled to payment for activities in progress and for those expenses that have been incurred by the Grantee prior to receipt of the notice to terminate this Agreement, cannot be cancelled, and designated in the Budget as expenses that would be funded through the Agreement described herein, to the extent work has been performed satisfactorily.

13. Documentation

Upon termination or expiration of this Agreement, copies of all records, reports, worksheets, documents or any other materials related to this grant shall be provided to the State upon request, except the Grantee's administrative and personnel records.

14. Taxes

The Grantee hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Grantee's obligation and identified under Federal Tax Identification number 726000903

15. Assignment of Interest

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Grantee from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of such assignment or transfer shall be furnished promptly to the State.

16. Authorization to Proceed

The Grantee shall proceed with the terms of this grant agreement only after receiving written authorization from the State.

17. Grant Term

This agreement shall begin on July 1, 2014 and shall terminate on June 30, 2015.

WITNESSES:

APPROVED:

James E. Mayo, Mayor
City of Monroe

Date

Date

Pam Breaux, Assistant Secretary
Office of Cultural Development

Date

Date

**SCOPE OF WORK
CITY OF MONROE
CERTIFIED LOCAL GOVERNMENT
SURVEY OF MONROE HISTORIC DISTRICTS
MONROE, LOUISIANA**

July 1, 2014 - June 30, 2015

In consultation with the Division of Historic Preservation, the City of Monroe, Louisiana will contract with an historic architectural surveyor who meets the Secretary of the Interior's Professional Qualification Standards for Historic Preservation (SOI Qualified). The SOI Qualified surveyor will serve as the project Principal Investigator. City of Monroe Planning & Zoning Director Joanne Poret will serve as the Project Director. Under the direction of the Project Director, the Principal Investigator will update the survey of the City of Monroe Historic Districts. The survey boundaries and the total number of structures to be surveyed for the aforementioned areas will be established in consultation between Project Director Joanne Poret and the Division of Historic Preservation. All survey forms will be completed in accordance with the Division of Historic Preservation Survey Guidelines (See LA Historic Standing Structures Survey at <http://www.crt.state.la.us/hp>).

In addition to the requisite number of documented sites, the surveyor will provide the following:

Two sets of archival quality DVDs/CDs containing a written history of the City of Monroe, Louisiana-one for the Division of Historic Preservation and one for the City of Monroe. The history must adequately outline those forces which shaped the area such as early settlement patterns, developmental trends, economic influences, etc. The history must demonstrate how these events are reflected in the architectural heritage of the city.

Two paper sets of site maps-one for the Division of Historic Preservation and one for the City of Monroe indicating the location of each surveyed property. A large scale block map of Monroe, Louisiana will be used for the survey.

Two sets of paper survey forms-one for the Division of Historic Preservation and one for the City of Monroe--of every structure surveyed within the survey areas. Each of these forms will include at least two photographs of the structure or the streetscape. All survey numbers will be assigned to the City of Monroe by the Division of Historic Preservation. Survey forms will be submitted as per Survey Standards on a quarterly basis; financial reports will be submitted per Survey Standards on a quarterly basis.

Two sets of archival quality DVDs/or CDs including digital copies of the complete survey forms with photographs-one for the Division of Historic Preservation and one for the City of Monroe.

Two sets of archival quality DVDs/or CDs including all of the photographs taken of the structures and streetscapes within the designated survey areas-one for the Division of Historic Preservation and one for the City of Monroe.

Two sets of archival quality DVDs/or CDs containing a completed Division of Historic Preservation Database Excel Spreadsheet documenting all structures surveyed within the

ATTACHMENT A
14-HP-16

designated survey areas.

If necessary the Principal Investigator will be available at the request of the Project Director to appear before any civic group or organization to explain the survey that is being conducted.

Each month, the Principal Investigator will present to the Project Director a report on the progress of the survey and the expenses incurred during that period.

The Principal Investigator will work closely with members of the staff of the Division of Historic Preservation in providing evaluations of each structure. He will be responsible for the accurate and timely completion of all survey materials. In addition, his responsibilities will include coordination and completion of all administrative tasks. He will be responsible for the photography of the historic sites, the description of their significance, and the completion of the survey.

The Principal Investigator will be available for on-site inspections as requested by the Division of Historic Preservation.

The Principal Investigator will be required to submit a written quarterly report describing the work that has been accomplished during the previous quarterly period. This report will be at least one page in length. It will tell what area has been surveyed, including how many acres, how many survey forms have been completed during that period and what area of the city will be entered into during the next quarter.

Quarterly reports must be submitted to the Division of Historic Preservation according to the following schedule. FAILURE TO SUBMIT THE QUARTERLY REPORTS ACCORDING TO THIS SCHEDULE WILL MEAN EXPENSES INCURRED DURING THAT PERIOD WILL NOT BE REIMBURSED UNTIL SUCH TIME THAT THE REPORT IS RECEIVED.

Quarterly Reports will be due:

- Jul. 1 - Sept. 30 (to be submitted no later than Oct. 10).**
 - Oct. 1 - Dec. 31 (to be submitted no later than Jan. 31).**
 - Jan. 1 - Mar. 31 (to be submitted no later than Apr. 30).**
 - Apr. 1 - Jun. 30 (to be submitted no later than Jul. 10).**
- Final deliverables are also due no later than Jul. 10.***

Any printed reports or other material prepared under this grant must have the following statements appear in the published version:

“This project has been financed in part with federal funds from the National Park Service, Department of the Interior through the Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the

ATTACHMENT A
14-HP-16

Interior, Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior, Louisiana Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of Historic Preservation.”

And:

“This program received federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, age, sex or sexual orientation in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
U. S. Department of the Interior
Washington, D. C. 20240”

Quarterly reports and grant deliverables must be submitted to:

Ray Scriber
Louisiana Division of Historic Preservation
P. O. Box 44247
Baton Rouge, LA 70804
Phone: 225.219.4596
Email: rscriber@crt.la.gov

Ray Scriber, Project Monitor for Division of Historic Preservation, will be in close contact with Project Director to ensure that the project is on course.

Joanne Poret, Project Director

Date

CITY OF MONROE
CERTIFIED LOCAL GOVERNMENT
SURVEY OF MONROE HISTORIC DISTRICTS
MONROE, LOUISIANA

BUDGET

July 1, 2014 – June 30, 2015

	GRANT - FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
Personnel				
Principal Investigator (100% of time @ \$4,900 monthly)	2,450	2,450		4,900
Assistant (4 hours @ \$25/hour)			100	100
General Expenses				
Supplies/Materials	100			100
Report Preparation	250	250		500
Printing/Copying/Advertising	200	200		400
TOTALS	3,000	2,900	100	6,000

FEDERAL GRANT AMOUNT	\$ 3,000
CASH/IN-KIND MATCH	\$ 3,000
TOTAL PROJECT COST	\$ 6,000

Travel expenses will be reimbursed according to the revised state travel regulations listed in PPM-49.

ITEMIZED BILLING REQUEST FORM

ATTACHMENT C
14-HP-16

SUBGRANTEE:

City of Monroe

BILLING PERIOD:

FEDERAL GRANT AMOUNT: 3,000.00

PROJECT NAME:

Survey of Monroe Historic Districts

BILLING REQUEST#:

STATE GRANT AMOUNT: 3,000.00

QUARTERLY REPORT SUBMITTED/ATTACHED:

TOTAL GRANT AMOUNT: 6,000.00

FEDERAL GRANT # P14AF00062

APPROVED BUDGET CATEGORIES	TOTAL BUDGET	EXPENDED THIS PERIOD	EXPENDED TO DATE	BALANCE REMAINING
FEDERAL GRANT FUNDS				
Personnel				
Principal Investigator (100% of time @ \$4,900 monthly)	2,450.00			
Assistant (4 hours @ \$25/hour)				
General Expenses				
Supplies/Materials	100.00			
Report Preparation	250.00			
Printing & Copying	200.00			
TOTAL FEDERAL GRANT FUNDS	3,000.00			
MATCH (CASH & IN-KIND)				
Personnel				
Principal Investigator (100% of time @ \$4,900 monthly)	2,450.00			
Assistant (4 hours @ \$25/hour)	100.00			
General Expenses				
Supplies/Materials				
Report Preparation	250.00			
Printing & Copying	200.00			
TOTAL MATCH	3,000.00			
TOTAL PROJECT COSTS	6,000.00			

Amount Requested for Reimbursement This Period:

I certify that this document is a summary of this period's activity on the above-referenced project; that all expenditures for this period have been reported; that the copies of documentation to support these expenditures are attached and originals of these documents will be maintained on file by the Grantee for a minimum of three years; and to the best of my knowledge and belief this summary report has been done in accordance with the June, 2007 edition of the Historic Preservation Fund Grants Manual and all appropriate OMB Circulars listed in the grant agreement.

Fiscal Agent Signature _____ Date _____

ATTACHMENT D

REIMBURSEMENT PROCEDURES

1. The itemized billing request form (ATTACHMENT C) shall be used to request reimbursement of funds. **The entirety of the form must be completed.** For governmental organizations or universities, it must be prepared and signed by **Accounting Department**. Signature must be **ORIGINAL**.
2. The forms must be submitted to our office according to the following schedule, and must include **ALL EXPENDITURES** covering that period.
 - Jul. 1 - Sept. 30 (to be submitted NO later than Oct. 10).**
 - Oct. 1 - Dec. 31 (to be submitted NO later than Jan. 31).**
 - Jan. 1 - Mar. 31 (to be submitted NO later than Apr. 30).**
 - Apr. 1 - Jun. 30 (to be submitted NO later than Jul. 10).**
 - Final deliverables are also due no later than Jul. 10.***
3. At the time the itemized billing request form is submitted, the quarterly report must be turned in. This report should, at a minimum, be one page report of all activities which occurred during that period.
4. **PLEASE NOTE**-Travel will be reimbursed according to revised PPM-49 travel regulations.
5. The itemized billing request form and quarterly report **must be submitted** to our office within the time frame outlined above. **Failure to comply with these procedures may cause termination of this Agreement and may jeopardize future funding.**

PLEASE MAKE SURE ALL INVOLVED PARTIES SIGN THIS FORM PRIOR TO RETURNING THE GRANT AGREEMENT. ALL EXPENSES MUST BE INCURRED NO LATER THAN JUNE 30, 2015. ANY COSTS INCURRED AFTER THAT DATE WILL BE DISALLOWED. A PORTION OF THE MATCHING SHARE FOR THIS GRANT MUST BE BILLED PRIOR TO MARCH 31, 2015.

James E. Mayo, Mayor
City of Monroe

Joanne Poret, Project Director

Fiscal Officer, City of Monroe

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Resolution was introduced by Mr./Mrs. _____ who moved for its adoption and was seconded by Mr./Mrs. _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE MISS MONROE SCHOLARSHIP PAGEANT ORGANIZATION AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the 2014 Miss Monroe Pageant will be held at the Neville High Auditorium on November 15, 2014, and

WHEREAS, Miss Monroe Pageant Organization offers an opportunity for visitors to come to the City of Monroe and utilize restaurants, hotels and other businesses in the City of Monroe which generates revenue.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor is hereby authorized enter into the attached Cooperative Endeavor Agreement with the Miss Monroe Pageant Organization with funds to be paid from the Administrative Economic Development Fund.

This Resolution having been submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ___ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

RESOLUTION

STATE OF LOUISIANA

No: _____

CITY OF MONROE

The following resolution was offered by _____ who moved for its adoption and was seconded by _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND SWANSON YOUTH CORRECTIONAL FACILITY AS PER THE ATTACHED AGREEMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, BE IT RESOLVED that the Monroe City Council hereby authorizes James E. Mayo, Mayor to enter into the attached Cooperative Endeavor Agreement between the City of Monroe and the Swanson Youth Correctional Facility.

This resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

Between

THE CITY OF MONROE

And

SWANSON YOUTH CORRECTIONAL FACILITY

WHEREAS, the City of Monroe has a general duty to keep the streets and right of ways in the City of Monroe in a clean condition ; and

WHEREAS, Swanson Youth Correctional Facility is a facility which houses troubled youth and strives to give the inmates of the facility an organized work structure to teach discipline and help in the transition back to their communities.

WHEREAS, in order to assist Swanson Youth Correctional Facility in their restorative justice program in assisting the youth to transition back into society, Swanson believes that working with the City to help in a Litter Pick-Up Program will work to the benefit of both parties.

NOW THEREFORE, the parties hereby agree as follows:

A. The City of Monroe agrees to furnish the following:

- 1. **Bags, Grabbers, Gloves and Safety Vest for Swanson youth involved in the project;**
- 2. **A weekly outline of areas to be picked up and designation of a drop-off point;**
- 3. **Paperwork for weekly documentation of trash pick-ups.**

B. Swanson will provide:

- 1. **5-7 youths for litter pick-up;**
- 2. **Transportation of the youth to the designated drop off points;**
- 3. **Complete supervision of the youth involved in the litter pick-up;**
- 4. **Water/refreshments for the youth.**

Swanson further agrees to fully indemnify and hold harmless and defend the City of Monroe against any and all claims of liability or losses sustained by the City of Monroe resulting from the activities of the youth/supervisors of the youth connected with Swanson in the activities outlined herein.

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary in the City of Monroe, Ouachita Parish, State of Louisiana, on the _____ day of _____, 2014.

WITNESSES:

CITY OF MONROE

Printed Name: _____

JAMES E. MAYO, MAYOR

SWANSON CORRECTIONAL FACILITY

, wARDEN

NOTARY PUBLIC

Printed Name: _____

Notary ID No.: _____

Commission Expires: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was introduced by _____ who moved for its adoption and was seconded by _____.

A RESOLUTION AUTHORIZING THE PURCHASE OF ADA BUSES FOR THE MONROE TRANSIT SYSTEM FROM THE STATE OF LOUISIANA FROM STATE CONTRACT NO.4400005457 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Monroe Transit Department has funding from the FTA under Grant Nos. LA-90-X412-00 and LA 90-X363-01 for the purchase of ADA busses; and

WHEREAS, pursuant to the Louisiana Bid Law a public agency can use the contract of another governmental agency who has bid such goods pursuant to the La. State bid law to purchase the same product.

WHEREAS, the State of Louisiana has bid the necessary buses and awarded same under LADOTD Contract Number 4400005457 with a Goshen Coach Brand vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA that James E. Mayo, Mayor of the City of Monroe is hereby authorized to enter into and sign all necessary documents pertaining to the Purchase of four(4) ADA Buses for the Monroe Transit System from LADOTD contract No. 4400005457.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was introduced by _____ who moved for its adoption and was seconded by _____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE A CONTRACT WITH UNDERWRITERS AT LLOYDS-BRIT SYNDICATE FOR INSURANCE COVERAGE FOR THE MONROE TRANSIT SYSTEM AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the present insurance coverage for the Monroe Transit System will expire on October 1, 2014; and

WHEREAS, proposals for insurance for the current year were solicited by the City of Monroe and the Division of Administration and the Department of Public Works have determined that the response from Underwriters at Lloyds-BRIT Syndicate offered by Thomas & Farr Insurance is the lowest and best response as per the attached agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That James E. Mayo, Mayor of the City of Monroe is hereby authorized to enter into and sign the attached contract for insurance coverage with UNDERWRITERS AT LLOYDS-BRIT SYNDICATE for insurance for the Monroe Transit System including any documents regarding coverage and specifically Uninsured Motorist Coverage.

This Resolution having been submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

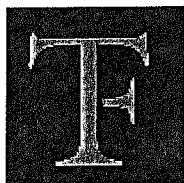
ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

Commercial Insurance Proposal



THOMAS AND FARR
AGENCY, INC.

Monroe Transit System

Presented by: Peyton B. Farr
Christy Dollins Williams, CIC, CPIW, DAE

Effective Date: October 1, 2014

2200 Tower Drive • P.O. Box 2110 • Monroe, LA 71207-2110
www.thomasandfarrinsurance.com

THIS DOCUMENT SUMMARIZES THE PROPOSAL FOR YOUR INSURANCE. THIS IS NOT A CONTRACT. THE TERMS OF THE POLICY FORMS WILL CONTROL THE INSURANCE CONTRACT WITHOUT REGARD TO ANY STATEMENT MADE IN THIS PROPOSAL.

Location Schedule

Loc #	Bldg #	Address	
1	1	700 Washington Street • Monroe, LA 71201	Main location & Terminal
2	1	1051 Kansas Lane • Monroe, LA 71203	Office

201 Cottrell, LA

General Liability

Insurance Company: Underwriters at Lloyds – BRIT Syndicate Best's Rating A-XV
 Proposed policy period: 10/01/14 to 10/01/15

Coverage Detail

Limits of Liability	Description
\$5,000,000	Per Occurrence
\$5,000,000	Annual Aggregate, Other Than Products
\$5,000,000	Annual Aggregate, Products & Completed Operations
\$5,000,000	Personal And Advertising Injury Aggregate
\$5,000,000	Fire Damage Liability
Not Covered	Medical Expense Each Claim
\$5,000,000	Sexual Harassment
\$5,000,000	Sexual Abuse Liability

Schedule of Hazards/Rating Basis

Loc#	Class Code	Classification	Rate Code	Premium Basis
001	41210	Bus Terminals (1) and Bus Shelters (788)	T	789
001	46622	Parking-Private	A	3200
001	68707	Storage Repair Facility	A	13020
002	61224	Buildings or Premises - Office -	A	3000
ALL	73600	Abuse or Molestation Coverage - Occurrence Form - \$5,000,000		Included

T) Total number A) Area

Optional Coverages Provided

Liability Coverage is based on a \$5MM total limit subject to SIR.
SIR is \$25,000 per occurrence

Coverage Written on: Occurrence

Note: EPL for City bus drivers, employees, terminal employees excluded; Sexual abuse and Sexual Harassment claims for bus patrons is included subject to SIR deductible shown.

Commercial Auto

Insurance Company: Underwriters at Lloyds – BRIT Syndicate Best's Rating A-XV
Proposed policy period: 10/01/14 to 10/01/15

Coverage Detail

Limits	Description
\$5,000,000	Liability Combined Single Limit
REJECTED	Uninsured Motorist Protection
REJECTED	Medical Payments
Included	Non-Owned Auto Liability – Employees
Included	Non-Owned Auto Liability – Volunteers
Included	Hired & Borrowed Auto Liability
Included	Employees as Additional Insured
\$5,000,000	Total Liability Aggregate

Vehicle List Attached

CUSTOMER VEHICLE LIST ATTACHED

Optional Coverages Provided

Liability Coverage is based on a \$5MM total limit subject to SIR.

Auto Physical Damage is maximum coverage of \$250,000.

SIR is \$100,000 per occurrence – Liability

SIR is \$ 50,000 per occurrence – Auto Physical Damage

Coverage Written on: Occurrence

SUMMARY OF INSURANCE

Prepared: 9/15/2014

Page: 2

For
 Monroe Transit System
 Marc Keenan
 700 Washington St.
 Monroe, LA
 71201 318-329-3230

Business Automobile - Vehicle Schedule

Policy No.

Co#	Year	Make	Model	VIN	Garage/loc	Class	Cost/News	Liab	PIP	Med Pay	UM	Comp	Coll	Tot Rem
1	2003	Gillig	Bus	15CGA201431111835	Monroe, LA 71201	5183	254,931	X						
2	2003	Gillig	Bus	15CGA201631111836	Monroe, LA 71201	5183	254,931	X						
3	2003	Gillig	Bus	15GCA201831111837	Monroe, LA 71201	5183	254,931	X						
4	2003	Gillig	Bus	15GCA201X31111838	Monroe, LA 71201	5183	254,931	X						
5	2003	Gillig	Bus	15GCA201131111839	Monroe, LA 71201	5183	254,931	X						
6	2003	Gillig	Bus	15GCA201831111840	Monroe, LA 71201	5183	254,931	X						
7	2005	Ford	Taurus	1FAFP53215A162100	Monroe, LA 71201	7398	20,485	X						
8	2005	Gillig	Bus	15GCB291051111950	Monroe, LA 71201	5183	272,359	X						
9	2005	Gillig	Bus	15GCB291251111951	Monroe, LA 71201	5183	272,359	X						
10	2005	Gillig	Bus	15GCB291451111952	Monroe, LA 71201	5183	272,359	X						
11	2005	Gillig	Bus	15GCB291651111953	Monroe, LA 71201	5183	272,359	X						
12	2003	Ford	F Series	2FTRF17W43CB12173	Monroe, LA 71201	01499	11,470	X						
13	2008	Ford	F Series	1FDXF46Y98EA18153	Monroe, LA 71201	23499	27,425	X						
14	2008	Dodge	Durango	1D8HD38N18F121042	Monroe, LA 71201	01499	20,000	X						
15	2008	Gillig	Bus	15GGDD211281078833	Monroe, LA 71201	5183	323,875	X						
16	2008	Gillig	Bus	15GGDD211081078834	Monroe, LA 71201	5183	323,875	X						
17	2008	Gillig	Bus	15GGDD211081078835	Monroe, LA 71201	5183	323,875	X						

SUMMARY OF INSURANCE

Prepared: 9/15/2014

Page 3

For
 Monroe Transit System
 Marc Keenan
 700 Washington St.
 Monroe, LA
 71201 318-329-3230

Business Automobile - Vehicle Schedule

Policy No.

Co.#	Year	Make	Model	VIN	Garage/Loc	Class	Cost/New	Liab	PPIP	Med Pay	UM	Comp	Coll	Tot Prem
18	2007	NABI	Bus	1N9DAH2837A140306	Monroe, LA 71201	5182	299,816	X						
19	2008	Chevrolet	Bus	1GBE4V1968F416373	Monroe, LA 71201	5182	29,290	X						
20	2009	Chev	Malibu	1G1ZF57599F214153	Monroe, LA 71201	7398	25,026	X						
21	2009	Gillig	Bus	15GGB271191176154	ACV: Monroe, LA 71201	5183	330,462	X						
22	2009	Ford	Cutaway	1FDEE36L09DA47249	Monroe, LA 71201	6482	26,695	X						
23	2009	Gillig	Bus	15GGD271591176152	Monroe, LA 71201	5183	335,074	X						
24	2009	Gillig	Bus	15GGD271791176153	Monroe, LA 71201	5183	533,274	X						
25	2009	Gillig	Bus	15GGB271391176155	Monroe, LA 71201	5183	330,462	X						
26	2009	Gillig	Bus	15GGB271591176156	Monroe, LA 71201	5183	330,462	X						
27	2009	Gillig	Bus	15GGB271791176157	Monroe, LA 71201	5183	330,462	X						
28	2010	Dodge	Caravan	2D4RN4DE9AR164511	Monroe, LA 71201	7398	23,175	X						
29	2006	Ford	E450	1FDXE5P76DB28228	ACV: Monroe, LA 71201	6482	66,457	X						
30	2013	Gillig	Bus	15GGB3015D1181544	Monroe, LA 71201	5183	587,076	X						
31	2014	Ford	SUV	1FM5K7B8XEGC55079	Monroe, LA 71201	7398	25,495	X						

SUMMARY OF INSURANCE

Prepared: 9/15/2014

Page 4

For **Monroe Transit System**
Marc Keenan
700 Washington St.
Monroe, LA
71201 318-329-3230

Business Automobile - Driver Schedule

Policy No.

Driver #	Name	DOB	Date Lic.	Lic. State	Drivers Lic. #	SS#
1	Horace Anthony	01/08/68		LA	2949270	
2	Damian Armstrong	08/07/68		LA	29959999	
3	Leslie G Barnett	05/20/70		LA	6512994	
4	Linda Bell	01/31/56		LA	6774131	
5	Ruby Brown	10/28/60		LA	6124444	
5	Joann Chambless	06/06/59		LA	3181892	
7	Demita Claiborne	10/12/57		LA	3236706	
8	Andy Coleman	12/30/57		LA	8609967	
9	Joan Craft	06/25/58		LA	6866402	
10	Clifford Collins	08/11/60		LA	3237209	
11	James Davis	12/25/73		LA	6466566	
12	Margaret Dent	10/27/49		LA	3235190	
13	Jackie Gaines	12/27/57		LA	4548537	
14	Josephine Grace	10/05/59		LA	6246707	
15	Annie Harbor	07/13/60		LA	5506742	
16	Ethel Hughes	05/17/63		LA	5661599	
17	Vince Hunt	01/10/63		LA	0415331	
18	Patrick Hunter	09/24/90		LA	9605073	
19	Rileisha James	03/19/92		LA	10321384	
20	Gloria Johnson	11/27/67		LA	5281387	
21	Jacqueline Kidd	07/30/72		LA	7259326	
22	Marc Keenan	05/06/63		LA	F5258392	
23	Glen Knighten	10/06/43		LA	8923168	
24	Rita Little	03/12/63		LA	5177716	
25	Anthony Manuel	01/22/68		LA	6024394	
26	Mary Manuel	10/11/64		LA	6919218	
27	Loret McCoy	11/25/66		LA	6418646	
28	Keith McFarland	03/13/71		LA	5758706	
29	Luis Munoz	01/24/57		LA	9297827	
30	Mableleen Muse	11/26/57		LA	4695627	
31	Willie Newton	04/14/55		LA	6769742	
32	Mary Norman	06/12/70		LA	005356598	
33	Eugene Payne	01/23/55		LA	3671117	
34	Tiwanna Reed	04/11/77		LA	9681749	
35	Robert Robinson	12/15/59		LA	2967107	
36	Roosevelt Rucks	08/22/56		LA	4199791	
37	Kareen Ornelas	08/19/80		LA	10123101	
38	Gerald Shaw	04/22/65		LA	2523573	
39	Cedric Sims	10/06/74		LA	6348952	
40	Richard Sims	11/21/75		LA	94558819	
41	Riley Smith	01/27/63		LA	3146408	

SUMMARY OF INSURANCE

Prepared: 9/15/2014

Page 5

For Monroe Transit System
Marc Keenan
700 Washington St.
Monroe, LA
71201 318-329-3230

Business Automobile - Driver Schedule

Policy No.

Driver #	Name	DOB	Date Lic.	Lic. State	Drivers Lic. #	SS#
42	James Tatum	03/03/59		LA	8858697	
43	Tracey Taylor	01/31/72		LA	6413126	
44	Rex Wallace	06/28/49		LA	4394249	
45	Carolyn Washington	09/09/59			WASHICJ41602	
46	Alisha Willis	04/27/83		LA	8299313	
47	Chondrika Williams	01/05/81		LA	008097873	
48	Dewayne Wilson	12/17/58		LA	9462961	

SCHEDULE OF CLASH LIMITS

THE FOLLOWING APPLIES WHEN TWO (2) OR MORE SECTIONS OF COVERAGE APPLY TO A COVERED LOSS:

- A. Section II General Liability \$5,000,000
- B. Section III Automobile Liability \$5,000,000

AGGREGATE of All Sections of Coverage: \$10,250,000

Maximum total of all Excess Limits of Insurance combined, if MTS had one occurrence that involved two different sections of coverage. Keep in mind if you had a bad incident, you would have Automobile Liability, Automobile Physical Damage and possibly General Liability.

The following scenario was taken from an insurance company's website concerning Public Sector claims to illustrate the possibility of two lines of coverage involved with one claim::

Scenario:

"A bus driver was operating city bus in an unsafe manner and caused an accident, resulting in both automobile property damage and bodily injury to several of the bus passengers. One of the passengers was severely injured.

The Transit authority's auto policy would respond both to the automobile property damage and the bodily injury of the passengers. However, in the scenario, one of the passenger's injuries were fatal. The family comes back and files a civil lawsuit against the Monroe Transit System for hiring the bus driver, who caused the injury that resulted in the death of the passenger."

Premium Summary / Comparison

Premiums

Line of Business	Expiring Premium	Proposed Premium
Automobile	\$229,619.00	\$221,025.00
General Liability	12,895.00	Included
Excess Liability	108,103.00	Included
Estimated TPA charge – annual	No charge	36,000.00
Total Premium:	\$350,617.00	\$257,025.00

**The price shown above for TPA is through Breard-Shore Claims Adjusters. This company has been handling City of Monroe Claims since 1997. He must be approved by the company for the handling of the MTS claims. If he is not approved, we would price through Gallagher Bassett Services. Gallagher is the City of Monroe's WC TPA and is currently set up for handling claims for all work comp injuries. This would be an add on to that contract.

**Jurisdiction for any claim will be according to Law: State of Louisiana

**Automobile Physical Damage is an excess limit of \$250,000 per occurrence –This coverage is over the road only and excludes windstorm. If overall program is of interest in the savings of premium dollars vs loss costs, we can:

- add terminal coverage under the Property insurance for the City, or
- write a stand-alone coverage for the higher valued busses, or
- write a separate Auto Physical Damage Coverage and delete off the above quote

Payment Options

Payment Options are available on request.

Brit Global Specialty USA SIR Package clients receive access - at no cost - to the TEAM platform, a self-directed risk management LMS platform which purchased individually would cost approximately \$30,000 annually.

The TEAM platform is a robust online resource offering:

- *Unlimited training courses from a list of approximately 135 courses covering areas such as employment practices liability, fundamental of safety, leave-related laws, workplace risk management, human resources and student related risks.
- *Weekly training bulletins and articles about new and/or updated matters of interest.
- *Comprehensive model handbook.
- *Self-guided human resources assessments.
- *Built-in management tools (LMS) to track and run reports on usage (e.g., completion of training).
- *Customizability to: have your logo on the landing page- - - upload your own policies and procedures - - - determine the access levels for all users.
- *Much, much more - all free of charge to you -Contact your retail producer or Brad Bohler to establish a secure username and password or visit:
www.britinsurance.com/team for additional information.

These services are an extension of Brit Global Specialty's partnership with our clients. We recognize the need for customized risk management tools, and we proudly provide the TEAM platform to you with our compliments to help you manage risk.

FAIR CREDIT REPORTING ACT

On September 30, 1997 the Fair Credit Reporting Act (FCRA, 15 U.S.C. 1681) took effect. This law governs all background reports, including credit, criminal, and driving. Two of the FCRA's significant changes affecting reports used for employment purposes are the requirements to:

- Obtain an applicant's written consent before a report may be ordered
- Inform an applicant of "adverse action" taken as a result of information contained in the report.

To assist you in complying with the new legislation, we are enclosing examples of an authorization and disclosure. You should complete each of these forms for anyone you run a report on.

DISCLOSURE OF INTENTION TO OBTAIN CONSUMER REPORT FOR EMPLOYMENT PURPOSES

This disclosure is being provided to you pursuant to the Federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. 1681, and Federal Trade Commission Regulations contained in 16 C.F.R. Part 601. Under the FCRA and its regulations, we are required to make a clear and conspicuous written disclosure to you that we may obtain a consumer report (credit, criminal, or motor vehicle report) on you from a national Credit Reporting Agency. We may use this consumer report to evaluate your eligibility for hire with

AUTHORIZATION FOR RELEASE OF CONSUMER REPORT

I, _____ (Applicant), acknowledge that _____ have disclosed to me, in a separate written document consisting solely of the disclosure, that they may obtain a consumer report on me as part of their hiring process. I acknowledge that such disclosure was clear and conspicuous and made pursuant to the Fair Credit Reporting Act 15 U.S.C. 1681, and its accompanying regulations, 16 C.F.R. Part 601.

Therefore, I voluntarily and fully authorize _____ to obtain a consumer report on me as part of the hiring process.

Signed this _____ day of _____, 20____.

(Applicant)

Name of Applicant: _____

Social Security Number: _____

Date of Birth: _____

License Number: _____ State: _____

Address: _____

City: _____ State: _____ Zip: _____

REQUESTED BY:

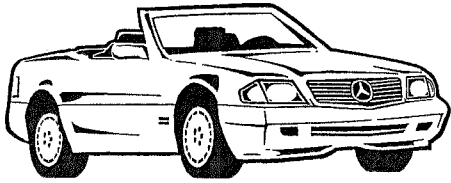
Name: _____ Date: _____

State Check: _____ County Check: _____

Credit

Criminal

Driving



The Top 10 Reasons to Purchase the Rental Car CDW/LDW

To paraphrase Shakespeare, "To purchase the CDW or not to purchase the CDW, that is the question." It has been debated for years whether or not a person renting a vehicle should purchase the Collision (or Loss) Damage Waiver from the rental company. Our recommendation is that consumers, in general, SHOULD purchase the CDW/LDW, at least for short-term rentals. Our reasons are given below.

- 1. Loss Valuation.** The Personal Auto Policy (PAP) covers the lesser of the "actual cash value" of the vehicle or the amount "necessary" to repair or replace the damaged property. The rental agreement may very well contractually obligate you to reimburse the rental company for the "full value" of the vehicle. The PAP also does not pay for any "betterment" (increased value of new parts replacing old ones) of the vehicle, nor any "diminution" of value (if the market value after repairs is less than that before the accident).
- 2. Loss Settlement.** As implied above, there may very well be disagreement over the value of the vehicle or the amount charged for labor and materials to repair it. Your auto policy's Appraisal clause may be invoked with its accompanying costs. More importantly, the insurance company has the right to ... inspect and appraise the damaged property before its repair or disposal." However, the rental company, unlike you, is not contractually obligated to the insurer... it may choose to make the repairs immediately, potentially resulting in a lack of PAP coverage because of failure to comply with this contractual condition. In any case, purchase of the CDW usually allows the renter to "walk away" without the headaches involved in adjusting an auto claim.
- 3. Loss Payment.** The rental agreement may require immediate reimbursement for damages, and it is customary practice for the rental company to charge your credit card. This can create a significant debt, "max" out the card's credit limit (perhaps shortening a vacation or business trip), result in litigation, etc.
- 4. Loss Damage Waivers (LDW).** Rental agreements often make the renter responsible for any loss in value beyond normal wear and tear, regardless of the cause and regardless of fault. In order for your PAP to respond, you must insure at least one vehicle for both collision and other-than-collision (often called "comprehensive") coverage. If not, your policy will not respond to rental car damage and loss of use claims.
- 5. Indirect Losses.** You will most likely be responsible for the rental company's loss of rental income on the damaged unit. Your policy has limited coverage for these charges.
- 6. Administrative Expenses.** The rental contract may make the insured liable for various "administrative" or loss-related expenses such as towing (e.g., one insured was charged for a 230-mile tow), appraisal, claims adjustment, storage, etc. Some of the expenses may not be covered by the PAP.
- 7. Other Insurance.** The PAP says that it is excess over: (1) any coverage provided by the owner of the auto, (2) any other applicable physical damage insurance, and (3) any other source of recovery applicable to the loss – travel policies, credit card coverages, etc. The potential controversy over who pays what is obvious and can result in litigation. In addition, keep in mind that many states have statutes, proprietary policy forms, and/or case law precedents that may

govern this and other rental car exposures.

8. Excluded Vehicles & Territories. The PAP normally does not provide physical damage coverage for motorcycles, mopeds, motor homes, or other vehicles that are not private passenger autos, pickups, vans, or trailers. In addition, use of covered vehicles is limited to the U.S., its territories and possessions, Puerto Rico, and Canada (the rental agreement may also exclude operation outside a specific geographical area). If you rent a trailer (U-Haul, camper trailer, etc.), coverage is limited to \$500.

9 Excluded Uses & Drivers. The PAP may have limitations on use of vehicles that are not otherwise excluded by the rental agreement CDW or LDW. Also, the PAP may include an exclusionary endorsement for certain driver or may apply only to designated individuals – the CDW will probably also only apply to certain individuals, but operators for which no PAP coverage is available may be afforded protection under the rental agreement by adding them as designated drivers.

10. Additional and/or Future Costs. The PAP will most certainly include a deductible in the range of \$100-\$500 or more. In addition, payment for damage to a rental car may result in a significant premium increase (if not nonrenewal) via surcharges or loss of credits.

Although most CDW/LDW fees are considered outrageous, if not unconscionable, **we advise you to purchase the CDW/LDW for short-term rentals.** If anything, this will give you peace of mind while on vacation or business, and it could save you from a lot of inconvenience and lost time and money.

- Then you rent a vehicle, ask for an advance copy of the rental agreement in order to determine your contractual obligations for damage... a few rental car companies post this information on their web sites. Here is a listing of several national rental car company web sites:

- Advantage www.arac.com
- Alamo www.goalamo.com
- Avis www.avis.com
- Budget www.budget.com
- Dollar www.dollar.com
- Hertz www.hertz.com
- National www.nationalcar.com
- Payless www.palesscar.com
- Thrifty www.thrifty.com

In addition, if you will be traveling abroad, check out www.auto-europe.com for information about driving requirements and rental car programs in Europe and other countries around the world.

- Be sure to inspect the rental vehicle for existing damage to the interior and exterior and get their acknowledgement of such damage in writing before leaving the premises.
- Be sure to take proof of insurance with you on your trip.
- Carry an inexpensive disposable camera with you on your trip to document existing damage or damage that may occur while using the vehicle.

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of this proposal, we accept your insurance program subject to the following exceptions/changes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with a binder(s) and invoice for the coverages agreed upon at your earliest convenience.

THOMAS & FARR AGENCY, INC.

By:

Agent Signature

Dated

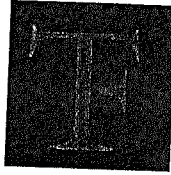
MONROE TRANSIT SYSTEM

By:

Client Signature

Title

Dated



THOMAS AND FARR
AGENCY, INC.

PEYTON B. FARR

Direct Line 318.361.4777 ~ Cell 318.267.4144
peytonf@tfins.com

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Kelly Millien

Commercial Account Asst
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Bobbie Meredith

Commercial Account Asst
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bobbiem@tfins.com

Ann Trichel

Group Benefits
Direct Line 318.361.4715
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Sue Wilhite

Claims
Direct Line 318.361.4719
suew@tfins.com

Our Direct Fax # is 318.388.1466
We Appreciate You and Your Business!

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318/388.1472 • Fax 318/388.1290

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was introduced by _____ who moved for its adoption, and was seconded by _____.

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT (DOWNTOWN RIVER JAM) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Downtown Economic Development District applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Downtown River Jam", scheduled for Thursdays, October 2nd, 9th & 16th and December 6th, 2014 to be located downtown at the Riverwalk area across from the courthouse on South Grand Street from Grammont Street to Calypso Street as well as for Bry Park on South Grand Street across from Austin's on the river and Restaurant Cotton. The exception is from 5:00 p.m. until 10:00 p.m. to cover the area indicated above.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Downtown Economic Development District, be and is hereby granted a permit for a special event, "Downtown River Jam", scheduled for Thursdays, October 2nd, 9th & 6th and December 6th, 2014 to be located downtown at the Riverwalk area across from the courthouse on South Grand Street from Grammont Street to Calypso Street as well as for Bry Park on South Grand Street across from Austin's on the river and Restaurant Cotton. The exception is from 5:00 p.m. until 10:00 p.m. to cover the area indicated above. There will be security present during this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing and was then submitted to a vote as a whole, the vote thereon as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

Memo

To: City Council's Office
Attn: Mrs. Riley
From: Amanda Zotzky
Date: September 4, 2014
Re: Open Container Waiver

The Downtown River Jam will be on the following dates October through December of 2014:

- October 2, 2014
- October 9, 2014
- October 16, 2014
- December 6, 2014

We are requesting a resolution granting an exemption to the open container ordinance during River Jam hours from 5:00PM until 10:00PM for the Riverwalk area across from the court house on S. Grand Street from Grammont Street to Calypso Street as well as for Bry Park on South Grand Street across from Austin's On The River and Restaurant Cotton. We will have security present during these times. River Jams will attract crowds and commerce to the downtown Monroe area.

Please add us to the next available City Council Agenda and contact Myra Gatling-Akers or myself for additional information including the date of the meeting.

Thank you.

Amanda Zotzky
Project Coordinator- Downtown RiverMarket and Downtown Development
Phone: (318) 329-3254
Cell: (318) 372-7270

RESOLUTION

STATE OF LOUISIANA

No: _____

CITY OF MONROE

The following resolution was offered by _____ who moved for its adoption and was seconded by _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE MONROE CITY SCHOOL BOARD FOR THE CONSTRUCTION AND USE OF AN INDOOR BASEBALL TRAINING FACILITY AS PER THE ATTACHED AGREEMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, BE IT RESOLVED that the Monroe City Council hereby authorizes James E. Mayo, Mayor to enter into the attached Cooperative Endeavor Agreement between the City of Monroe and the Monroe City School Board.

This resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of _____, 2014 by and between MONROE CITY SCHOOL BOARD-NEVILLE HIGH SCHOOL, a political subdivision of the State of Louisiana, hereinafter referred to as "School Board" and the City of Monroe, a municipality organized and existing under the laws of the State of Louisiana, 400 Lee Joyner Blvd., Monroe, Louisiana hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, School Board and the City desire to cooperate in the implementation of the Project as hereinafter provided;

WHEREAS, the public purpose is described as:

Building an indoor baseball training facility at the Embanato Field located at the Saul Adler Recreational Complex in the City of Monroe, with private funds, to provide indoor training for Neville baseball players.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Scope of Project

The Monroe City Schools, with private funds raised by Neville High School, will build an indoor baseball training facility at Embanato Field as shown on the attached Exhibit "A".

DUTIES OF MONROE CITY SCHOOL BOARD-NEVILLE:

1. Build the indoor training facility adjacent to Embanato Field at the location specified in Exhibit "A" according to all applicable City of Monroe building codes;
2. Pay for all expense associated with the construction of the facility with private funds raised by Neville High School;
3. Include the City of Monroe as a named insured on a policy of general liability insurance insuring the facility in an amount of not less than \$1,000,000.00, on an annual basis.
4. Maintain the facility.

DUTIES OF THE CITY OF MONROE:

1. The City of Monroe shall allow the facility to be built on City of Monroe property and pay all utilities; and
2. Allow the use of the facility pursuant to the terms of the Memorandum of Understanding Agreement between the City of Monroe and the Monroe City School Board, dated _____, 2014, regarding the use of City owned recreational facilities.

INDEMNIFICATION

The Monroe City School Board agrees to indemnify and hold harmless the City of Monroe from any claims, suits, damages or injuries arising from the construction and use of the facility.

CANCELLATION OF AGREEMENT

This agreement cannot be cancelled by either party without the prior written consent of the other party.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the parties which relate to this contract.

THUS DONE, READ AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary, in the City of Monroe, Ouachita Parish, Sate of Louisiana, on this ____ day of _____, 2014.

WITNESSES SIGNATURES:

MONROE CITY SCHOOL BOARD-NEVILLE

By: _____

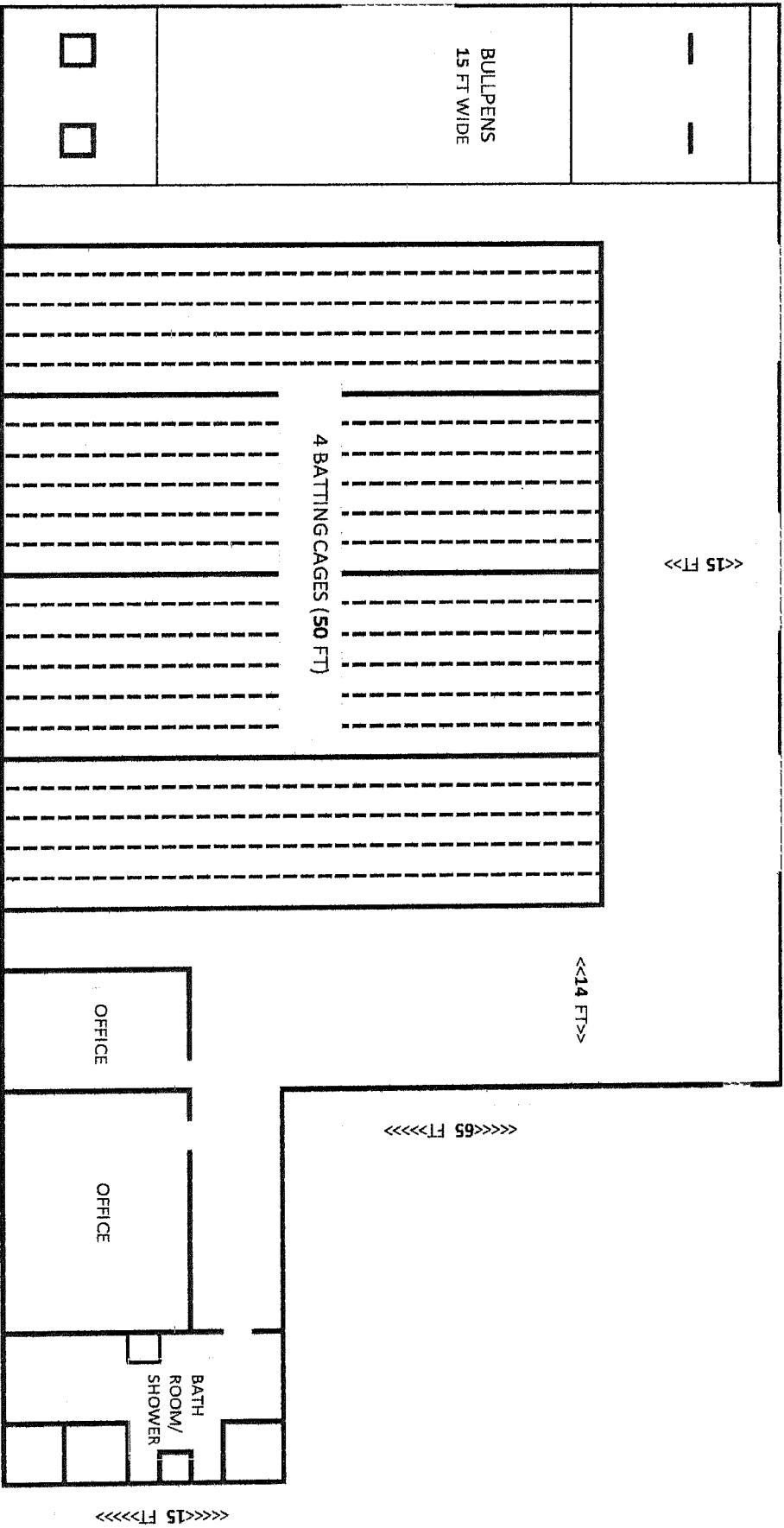
WITNESSES SIGNATURES:

The City of Monroe

By: _____

James E. Mayo

Mayor



RESOLUTION

STATE OF LOUISIANA

No: _____

CITY OF MONROE

The following resolution was offered by _____ who moved for its adoption and was seconded by _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE MONROE CITY SCHOOL BOARD FOR THE USE OF THE BASEBALL FACILITIES AT SAUL ADLER AND EMBANATO FIELD AS PER THE ATTACHED AGREEMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, BE IT RESOLVED that the Monroe City Council hereby authorizes James E. Mayo, Mayor to enter into the attached Cooperative Endeavor Agreement between the City of Monroe and the Monroe City School Board.

This resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

Between

**THE CITY OF MONROE
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF PARKS AND RECREATION
DEPARTMENT OF PUBLIC WORKS**

and

NEVILLE HIGH SCHOOL-MONROE CITY SCHOOL BOARD

**STATE OF LOUISIANA
PARISH OF OUACHITA**

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of _____, 2014 by and between NEVILLE HIGH SCHOOL-MONROE CITY SCHOOL BOARD, a political subdivision of the state of Louisiana, hereinafter referred to collectively as "School Board" and/or "Neville" and the City of Monroe, a municipality organized and existing under the laws of the State of Louisiana, 400 Lee Joyner Blvd., Monroe, Louisiana hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, the school board and the City desire to cooperate in the operation of Forsythe Park (Carl Smith Field) and the baseball field located at Saul Adler Community Center (Embanato); and,

WHEREAS, the public purpose is described as:

The development of activities in Monroe and the eleven parish area of Northeast Louisiana to help with economic development and increase sales tax;

WHEREAS, the City of Monroe owns the softball field located at Forsythe Park (Carl Smith Field) and the baseball field located at Saul Adler Community Center (Embanato); and,

WHEREAS, Neville High School-Monroe City School Board has for many years utilized the herein referenced ball fields in cooperation with the City of Monroe; and,

WHEREAS, heretofore, there is no known record of a written agreement of understanding and/or standard operating procedures;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

That Neville High School-Monroe City School Board will have the continued use of Carl Smith softball field located at Forsythe Park and Embanato baseball field located at Saul Adler Community Center from January 1 through June 1 for the baseball and softball seasons and playoff games; from June 2 through August 15 for intermittent scrimmage games and summer World Series participation; and from August 16 through December 31 for intermittent, informal workouts, practices and scrimmage games.

Each party will assume the following responsibilities:

A. Neville High School-Monroe City School Board

1. Mow the grass inside the perimeter of the Carl Smith softball field located at Forsythe Park and Embanato baseball field at Saul Adler Community Center. Pick up debris and litter after games and practices. Maintain the premises in a neat, sanitary and safe condition. Timely turn the lights on and off before and after practices and games to help conserve on utilities.

2. Assist with general repairs to the field, facilities and any structures they install or erect.

3. Provide information as requested by the Division of Parks and Recreation and/or Department of Public Works regarding the needs and operations of the baseball facilities at the Carl Smith softball field and the Embanato baseball field. Neville High School will provide the city Public Works Department and Parks and Recreation Division with game and tournament schedules (hand delivered and/or emailed) to ensure that the fields are mowed, facilities are functioning properly and garbage picked up in a timely manner for their usage.

4. Communicate with the Division of Parks and Recreation any concerns regarding non-maintenance issues.

5. Communicate with the Department of Public Works any concerns regarding maintenance issues of city owned and erected structures.

6. Maintain a minimum \$1,000,000.00 liability insurance policy that reflects the City of Monroe as an "Additional Insured" and provide up to date copies to the Division of Parks and Recreation on an annual basis.

7. Provide sufficient security as needed for events held at the ball fields or other property used and owned by the City of Monroe.

8. Pay for all umpires, other hired personnel and any other related expenses.

9. Indemnify and hold harmless and defend the City of Monroe against any and all claims of liability or losses sustained by the City of Monroe resulting from the use or occupancy of the property owned by the City of Monroe inside the playing field and structures erected at the expense of Neville High School.

10. Any and all alterations to the premises (including construction; addition of buildings, fences, and any other objects and structures) shall receive permission from the Historic Preservation Society and approval of the City of Monroe. Further, Neville High School will notify the City of Monroe Public Works Department and Parks and Recreation Division when and if locks to the fields are changed such that the City Department of Public Works and Parks and Recreation Division have keys to access the fields at all times.

11. All permanent improvements made to the ball fields and the surrounding area on the property of the City of Monroe shall become the property of the City of Monroe. Permanent structures erected at the expense of Neville High School will not be open to use without the explicit permission of Neville High School.

12. Liability to third parties: In accordance with the provisions of R.S. 9:3321, Neville High School-Monroe City School Board has assumed responsibility for the condition of the premises used and the City of Monroe shall not be liable for injury caused by any vice or defect therein to Neville High School-Monroe City School Board, its officers, agents, or employees or to anyone on the premises of the City of Monroe by license of Neville High School-Monroe City School Board, its officers, agents or members

B. City of Monroe

1. The Department of Public Works will assist with maintenance of the ball fields and coordinate garbage pickup based on the timing of games and tournaments, as needed upon request, based upon its availability.

2. The Department of Public works shall provide routine maintenance of restrooms and other items constructed, erected, or installed by or provided at the expense of the City of Monroe.

3. The Division of Parks and Recreation shall assist with publicity for Neville High School events at Carl Smith and Embanato ball fields, upon request, through the distribution of fliers and publications.

4. The Department of Public Works will continue to mow/trim the grass around the perimeter of the Carl Smith softball field located at Forsythe Park and Embanato baseball field at Saul Adler Community Center and periodically mow the drainage ditches around the perimeter of the fields and keep the culverts and ditches open and clear of weeds and debris to allow for proper drainage.

5. The Division of Parks and Recreation will communicate with the head baseball and softball coaches at Neville High School concerning out of season requests to use Embanato baseball field at Saul Adler Community Center and Carl Smith field at Forsythe Park.

6. The Division of Parks and Recreation shall continue to pay all utilities for the fields and facilities at both field locations.

C. Neville High School-Monroe City School Board shall continue to assume the following responsibilities:

1. In the event that Neville High School-Monroe City School Board or the City of Monroe fail to meet any of its commitments under this Agreement, then, and in such event, either party shall have the right and authority to cancel this Agreement upon thirty (30) days written notice.

2. Neville High School-Monroe City School Board shall be without right or authority to assign, sublet, or otherwise rent out the City of Monroe property as herein described in this Agreement. The City of Monroe shall communicate with Neville High School any out of season requests to use Embanato field at Saul Adler Community Center.

3. Neville High School-Monroe City School Board, as a part of the consideration hereof, does hereby covenant and agrees that no person shall be excluded from participation, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities or that in the construction of any improvements on, over, or under the property owned by the City of Monroe and the furnishing of services thereon, on the grounds of race, gender, creed, color, national origin, religion, or disabilities.

4. This Agreement shall remain in effect for a period of ten (10) years from the date of signing by authorized representatives of the City of Monroe and Neville High School-Monroe City School Board, and the school board/Neville shall have the option to extend the term of the agreement for five (5) additional ten(10) year terms.

5. Once approved by the Monroe city Council, copies of this Memorandum of Understanding Agreement (signed about parties) shall be forwarded to the City Department of Community Affairs office, Parks and Recreation Division, Public Works Department, Monroe City School Board and Neville High School.

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary in the City of Monroe, Ouachita Parish, State of Louisiana, on the _____ day of September, 2014.

WITNESSES:

CITY OF MONROE

Printed Name: _____

JAMES E. MAYO, MAYOR

Printed Name: _____

NOTARY PUBLIC

Printed Name: _____

Notary ID No.: _____

Commission Expires: _____

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary in the City of Monroe, Ouachita Parish, State of Louisiana, on the _____ day of September, 2014.

WITNESSES:

**NEVILLE HIGH SCHOOL-
MONROE CITY SCHOOL BOARD**

Printed Name: _____

CLARENCE SHARP, PRESIDENT

Printed Name: _____

DR. BRENT VIDRENE, SUPERINTENDENT

NOTARY PUBLIC

Printed Name: _____

Notary ID No.: _____

Commission Expires: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION ACCEPTING THE BID OF _____ IN THE AMOUNT OF \$ _____ FOR THE MFD COMMUNICATION CENTER PROJECT, AND FURTHER AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

BE IT RESOLVED by the City Council of the City of Monroe in legal and regular session convened, that the bid of _____, in the amount of \$ _____ for the MFD Communication Center Project, be and the same is hereby accepted as the lowest and best bid received.

BE IT FURTHER RESOLVED that James E. Mayo, Mayor, be and he is authorized and empowered to execute a contract with _____, on behalf of the City of Monroe for said work.

This Resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ____ day of _____, 2014.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

No: _____

The following Resolution was introduced by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION OF THE CITY OF MONROE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT LOCAL ROAD SAFETY PROGRAM 2014 FOR DESIARD STRIPING:

WHEREAS, the US Federal Government provides funds to the State of Louisiana for grants to state and local governments to develop road safety features; and

WHEREAS, the Louisiana Department of Transportation and Development has been delegated the responsibility for the administration of the program within the state and setting up necessary procedures governing project application under the program; and

WHEREAS, said procedures require the applicant to certify by resolution the approval of the application before the submission of said application;

NOW, THEREFORE, BE IT RESOLVED that the City of Monroe does hereby:

1. Approve the filing of an application with the Louisiana Department of Transportation and Development; and
2. Certify that the said applicant has or will have available prior to commencement of any work on the project included in this application, sufficient funds to build (including 10% local match, \$11,257.84 from Capital Infrastructure Funding), operate and maintain the project; and
3. Appoint the mayor as agent of the City of Monroe to conduct all negotiations, execute and submit all documents, including, but not limited to application, letter of commitment agreement, amendments, payment requests and completion report, which may be necessary for the completion of the aforementioned project.

This Resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon being as follows:

Ayes:

Nays:

Absent:

And the resolution was declared ADOPTED on the ____ day of _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

No: _____

The following Resolution was introduced by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____

A RESOLUTION OF THE CITY OF MONROE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT LOCAL ROAD SAFETY PROGRAM 2014 FOR GRAMMONT AND BOOTH STREET GUARD RAILS.

WHEREAS, the US Federal Government provides funds to the State of Louisiana for grants to state and local governments to develop road safety features; and

WHEREAS, the Louisiana Department of Transportation and Development has been delegated the responsibility for the administration of the program within the state and setting up necessary procedures governing project application under the program; and

WHEREAS, said procedures require the applicant to certify by resolution the approval of the application before the submission of said application;

NOW, THEREFORE, BE IT RESOLVED that the City of Monroe does hereby:

1. Approve the filing of an application with the Louisiana Department of Transportation and Development; and
2. Certify that the said applicant has or will have available prior to commencement of any work on the project included in this application, sufficient funds to build (including 10% local match, \$2,342.50 from Capital Infrastructure Funding), operate and maintain the project; and
3. Appoint the mayor as agent of the City of Monroe to conduct all negotiations, execute and submit all documents, including, but not limited to application, letter of commitment agreement, amendments, payment requests and completion report, which may be necessary for the completion of the aforementioned project.

This Resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon being as follows:

Ayes:

Nays:

Absent:

And the resolution was declared ADOPTED on the ____ day of _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND COLUMBUS FENCE COMPANY, LLC., FOR THE MLU PERIMETER FENCE REALIGNMENT PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done, by and between the City of Monroe and Columbus Fence Company, LLC, for the MLU Perimeter Fence Realignment Project, be and at the same time is hereby accepted as substantially complete.

BE IT FURTHER RESOLVED that a Certificate of Substantial Completion is attached hereto and made a part hereof.

This resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CLOSE-OUT CHANGE ORDER NO. ONE (1) TO MLU PERIMETER FENCE REALIGNMENT PROJECT, BETWEEN THE CITY OF MONROE AND COLUMBUS FENCE COMPANY, LLC, FOR A DECREASE IN THE CONTRACT AMOUNT OF \$31,661.50 OF SAID PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Close-out Change Order No. one (1) between the City of Monroe and Columbus Fence Company, LLC for a \$31,661.50 decrease in the contract amount of said project.

BE IT FURTHER RESOLVED that said Change Order is attached hereto and made a part hereof.

This resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

COLUMBUS FENCE COMPANY, LLC

P.O. Box 2246
Columbus, MS 39704
Phone: 662-328-6203
Fax: 662-328-1285

LETTER OF TRANSMITTAL

TO: Denmon Engineering	DATE: 9/3/14
Engineers and Surveyors	JOB #:
P.O. Box 8460	ATTN: Mike
Monroe, LA 71211	RE: City of Monroe, LA- Regional Airport

WE ARE SENDING YOU THE FOLLOWING:

COPIES	DATE	NO.	DESCRIPTION
7	9/3/14	1	Signed Change Order #1

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|---|---|
| <input type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED AS SUBMITTED | <input type="checkbox"/> RESUBMIT ___ COPIES FOR APPROVAL |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> APPROVED AS NOTED | <input type="checkbox"/> SUBMIT ___ COPIES FOR DISIBUTION |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> RETURNED FOR CORRECTIONS | <input type="checkbox"/> RETURN ___ CORRECTED PRINTS |
| <input type="checkbox"/> FOR REVIEW AND COMMENT | | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |
| <input type="checkbox"/> FOR BIDS DUE: | | |

REMARKS:

Please let us know if you need anything further. Thanks!

SIGNED: Spring Sloan
Spring Sloan

e-mail: spring@columbusfence.com

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

AVIATION SECTION

PLAN CHANGE AND/OR SPECIAL AGREEMENT

PLAN CHG #: 1 & FINAL

PAGE: 1 OF 1

DATE: August 27, 2014

S.P.NO.	H.010797	A.I.P. NO.	3-22-0033-031-2013		
AIRPORT NAME	MONROE REGIONAL AIRPORT	PARISH	OUACHITA	CITY	MONROE
CATEGORIES	MAJOR 1 MINOR 2 3 4	MLU PERIMETER FENCE REALIGNMENT			

ENGINEER'S DESCRIPTION, JUSTIFICATION AND ESTIMATED COST OF PROPOSED REVISION (ATTACH ADDITIONAL SHEETS IF NECESSARY)

Final Summary Change Order to reflect actual quantities utilized in the construction of this project.

ITEM NO.	ITEM	UNIT	UNIT PRICE	THIS REVISION		LAST REVISION	
				QTY.	AMOUNT	QTY.	AMOUNT
BASE BID							
F-162-5.1	CHAIN LINK FENCE (8" HEIGHT + 3 STRAND BARB)	LF	\$14.00	8,476.00	\$118,664.00	10,600.00	\$148,400.00
F-162-5.2a	SINGLE SWING DRIVEWAY GATE (12' W)	EA	\$1,000.00	2	\$2,000.00	0	\$0,000.00
F-163-5.1	WILDLIFE DETERRENT FENCE	LF	\$6.06	8,476.00	\$51,279.80	10,600.00	\$64,130.00
P-151-4.3	CLEARING & GRUBBING	ACRE	\$1,015.00	4.0	\$4,060.00	4.9	\$4,973.50
S-002	GATE PADS (10' X 10' CONCRETE)	EA	\$2,300.00	2	\$4,600.00	0	\$0.00
S-003	SECURE TRUNSTILE GATE	JOB	\$1,500.00	1	\$1,500.00	0	\$0.00
S-004	ADD SIGNS TO FENCE	EA	\$10.00	11	\$110.00	0	\$0.00
S-005	DRAIN CROSSING	EA	\$250.00	5	\$1,250.00	0	\$0.00
ADD. ALTERNATIVE NO. 1							
F-162-5.1	CHAIN LINK FENCE (6' HEIGHT + 3 STRAND BARB)	LF	\$14.00	6,464.00	\$90,496.00	6,500.00	\$91,000.00
F-162-5.2a	SINGLE SWING DRIVEWAY GATE (12' W)	EA	\$1,000.00	3	\$3,000.00	1	\$1,000.00
F-163-5.1	WILDLIFE DETERRENT FENCE	LF	\$6.06	6,464.00	\$39,107.20	6,500.00	\$39,325.00
S-002	GATE PADS (10' X 10' CONCRETE)	EA	\$2,300.00	3	\$6,900.00	0	\$0.00
S-004	ADD SIGNS TO FENCE	EA	\$10.00	20	\$200.00	0	\$0.00
ORIGINAL CONTRACT	\$390,319.50	NEW TOTAL	\$323,167.00	PREVIOUS TOTAL	\$364,828.50		
PREVIOUS CHANGES	\$0.00	AMOUNT OVER RUN	\$0.00				
		AMOUNT UNDER RUN	\$31,661.50	ADD. DAYS REQ'D			
		NEW AMOUNT	\$358,658.00	NEW DAYS CONTRACT			

IT IS MUTUALLY AGREED TO PERFORM AND ACCEPT THE ABOVE REVISIONS IN ACCORDANCE WITH ORIGINAL CONTRACT AND APPLICABLE SPECIFICATIONS AT THE ABOVE PRICES. APPROVAL OF THIS PLAN CHANGE BY THE DOTD CHIEF ENGINEER IS SUBJECT TO AND CONDITIONED UPON APPROVAL BY OTHER PARTICIPATING AGENCIES AND RECORDER OFFICIAL UPON DISTRIBUTION.

REQUESTED BY: [Signature] 8/27/2014
 THOMAS M. BONNETTE, P.E. - DESIGN ENGR. CD. DATE

ACCEPTED BY: [Signature] 9/3/14
 COLUMBUS FENCE COMPANY, LLC DATE

ACCEPTED BY: _____ DATE
 RIR GOLDEN, CITY ENGINEER

ACCEPTED BY: _____ DATE
 RON PHILLIPS, MANAGER - MONROE REGIONAL AIRP.

RECOMMENDED: _____ DATE
 LADOTD AVIATION STAFF ENGINEER

RECOMMENDED: _____ DATE
 LADOTD AVIATION PROG. MANAGER (pending availability)

CONCURRENCE: _____ DATE
 (SEPARATE MEMO TO FOLLOW)
 FEDERAL AVIATION ADMINISTRATION

APPROVED _____ DATE
 PUBLIC WORKS & INTERMODAL TRANSPORTATION

DESIGNER ENGINEER WILL FAX ORNAT COPY TO LADOTD AVIATION SECTION FOR REVIEW. AFTER REVIEW OF FORM AND SCOPE, ENGINEER WILL HAVE CONTRACTOR, AIRPORT SPONSOR AND OTHER PARTIES TO THE CONTRACT SIGN ONE ORIGINAL, AND FORWARD TO LADOTD AVIATION SECTION FOR DOTD APPROVALS. HE WILL ALSO FAX A COPY TO THE FAA PROGRAM MANAGER FOR THEIR CONCURRENCE.

CITY OF MONROE
MONROE REGIONAL AIRPORT
PERIMETER FENCE REALIGNMENT
STATE PROJECT NO. H.010797
AIP PROJECT NO. 3-22-0033-031-2013
DE PROJECT NO. 12-01-06

1.	Northwest gate across access road needs adjusting, angular rod braces need adjustments, angular varmint fence needs additional hog ring connectors and cove materials - various locations.	\$2,000.00
2.	Embankment, fence and varmint fence need attention at the pipe drain structure. Airport has stone revetment and rap materials available to assist in the stabilization of embankment. Sink hole behind headwall at joint to be excavated and source addressed.	\$3,000.00
3.	Areas of perimeter fence and varmint fence have insufficient lap and embankment.	\$3,000.00
4.	Contractor to verify depth of varmint fence across drain outlets - min. 12"	<u>\$1,000.00</u>
	TOTAL	\$9,000.00

RESOLUTION

STATE OF LOUISIANA

NO: _____

CITY OF MONROE

The following Resolution was introduced by _____ who moved for its adoption, and was seconded by _____:

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR TO AUTHORIZE AN AGREEMENT FOR APPRAISAL SERVICES WITH KEATS EVERETT, INC. RELATED TO THE ROCHELLE DRAINAGE PROJECT AND REQUIRED RIGHT-OF-WAY, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the above identified project has a deadline date of November 1, 2014 for funding to be committed and as such the appraisal, acquisition and relocation of property along the designated route must be completed pursuant to the attached agreement for appraisal service.

WHEREAS, funds are available through federal and state funds committed for the project.

NOW THEREFORE BE IT RESOLVED by the Monroe City Council in legal and regular session convened that James E. Mayo, Mayor be and is hereby authorized and empowered to sign a Contract for Services with Keats Everett, Inc., pursuant to the attached agreement for the sum of \$7,200.00.

This resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ___ day of _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Resolution was introduced by _____ who moved for its adoption and was seconded by _____.

A RESOLUTION AUTHORIZING POSTING OF WEIGHT RECOMMENDATION FOR THE ELM STREET BRIDGE OVER AIRPORT CANAL AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe is required to perform Off-System bridge inspections on bridges within the City of Monroe pursuant to policies and regulations adopted by the Louisiana Department of Transportation and Development; and

WHEREAS, Dumas & Associates, Inc. performed the required inspections, the most recent on August 21, 2014 on the Elm Street Bridge over Airport Canal. This bridge has been under close watch for the deteriorating condition of various timber and concrete component; and

WHEREAS, based upon the conditions of the past inspections and the one on August 21, 2014, Dumas & Associates, Inc. recommend the bridge be load posted at 3 tons.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That James E. Mayo, Mayor of the City of Monroe hereby authorizes Elm Street Bridge over Airport Canal to be load posted at 3 tons in accordance with the recommendation of Dumas & Associates, Inc.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

ORDINANCE

*passed over
til next mtg.
9/23*

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

WHEREAS, the City Council of the City of Monroe has held its Public Hearing with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a .34 acre, more or less, tract of land from B-1, Neighborhood Mixed Use to B-3, General Business/Commercial, presently located in Ouachita Parish and otherwise known as:

410 South Second Street

APPLICANT: Ali Mulhem Saleh Haj (MA 112-14)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission which recommended denial, on a 5-0-1 vote.

WHEREAS, the use of the ±.34 acre (total) tract of land described above is for the location of a convenience store with liquor sales, in addition to minor auto repairs, which is a use-by-right in the B-3 General/Commercial District. The present zoning is for less intense mixed use and does not allow for commercial uses. The recommendation is that the property be zoned B-3, General/Commercial District as it is an appropriate zoning classification for the proposed use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe be amended to zone a ±.34 acre tract of land, previously described and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Code and which map shows the Zoning Districts and Boundaries thereof, be and the same are hereby amended to B-3, General/Commercial District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 9th day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____ 2014.

This Ordinance having been submitted in writing, introduced and published was then submitted to a final vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Chris Fisher, PUD Director
Joanne Poret -- Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 4, 2014

City Hall

Monroe, Louisiana

RE: MA 112-14

APPLICANT: Ali Mulhem Selah Haj

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Mike Riley

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area **are not** sufficient to justify the above request to rezone a 0.34 acre tract of land, more or less, from the B-1 (Neighborhood Mixed-Use) District to the B-3 (General Business/Commercial) District. The property is located at 410 South 2nd Street. The commission recommends this application be denied.

There was a majority vote for approval by the Planning Commission.

**City of Monroe
Planning Commission**

CASE NO.: MA 112-14
NAME OF APPLICANT: ALI MULHEM SALEH HAJ
SITE ADDRESS: 410 SOUTH SECOND STREET
COUNCIL DISTRICT: 4

REQUEST: This is a request to rezone the property from B-1, Neighborhood Mixed-Use District to B-3, General Business/Commercial Business Park.

PURPOSE OF REQUEST: The purpose of the request is to allow for alcohol beverage sales for off-premise consumption at this location.

SIZE OF PROPERTY: .34 acres (more or less)

PRESENT ZONING: B-1, Neighborhood Mixed-Use District

PRESENT USE: Auto repair.

MOST NEARLY BOUNDED BY (STREETS): North of and bounded by Texas Avenue; south of Louise Anne Avenue; east of S 1st Street; and west of and fronting upon S. 2nd Street

SURROUNDING LAND USES: The surrounding land use consists of residential, vacant lots, a church and commercial to the north and east; mixed residential and commercial to the west and south.

ADVERSE INFLUENCES: This location is near a residential area.

POSITIVE INFLUENCES: The development of the property would increase the tax revenue for the City.

COMPREHENSIVE PLAN: The Future Land Use map has this area designated as Commercial Urban. The proposed use as a convenience store with liquor sales as well as gasoline sales and minor auto repair is appropriate.

**COMMENTS/
RECOMMENDATIONS:** The applicant wishes to locate a convenience store with liquor sales for off-premise consumption in addition to gasoline sales and minor auto repair at this location. The present zoning permits all of the above with the exception of the alcohol beverage sales.

The applicant is requesting that the property be rezoned to B-3, General Business/Commercial. This zoning classification allows for the sale of alcohol beverages as a major conditional use. A major conditional use is reviewed by the Planning Commission and the City Council. There is a CUP request on tonight's agenda.

OPTIONS:

Approve the applicant's request to rezone 410 S. Second Street to B-3, General Business/Commercial as presented.

Deny the applicant's request to rezone 410 S. Second Street to B-3, General Business/Commercial as presented.

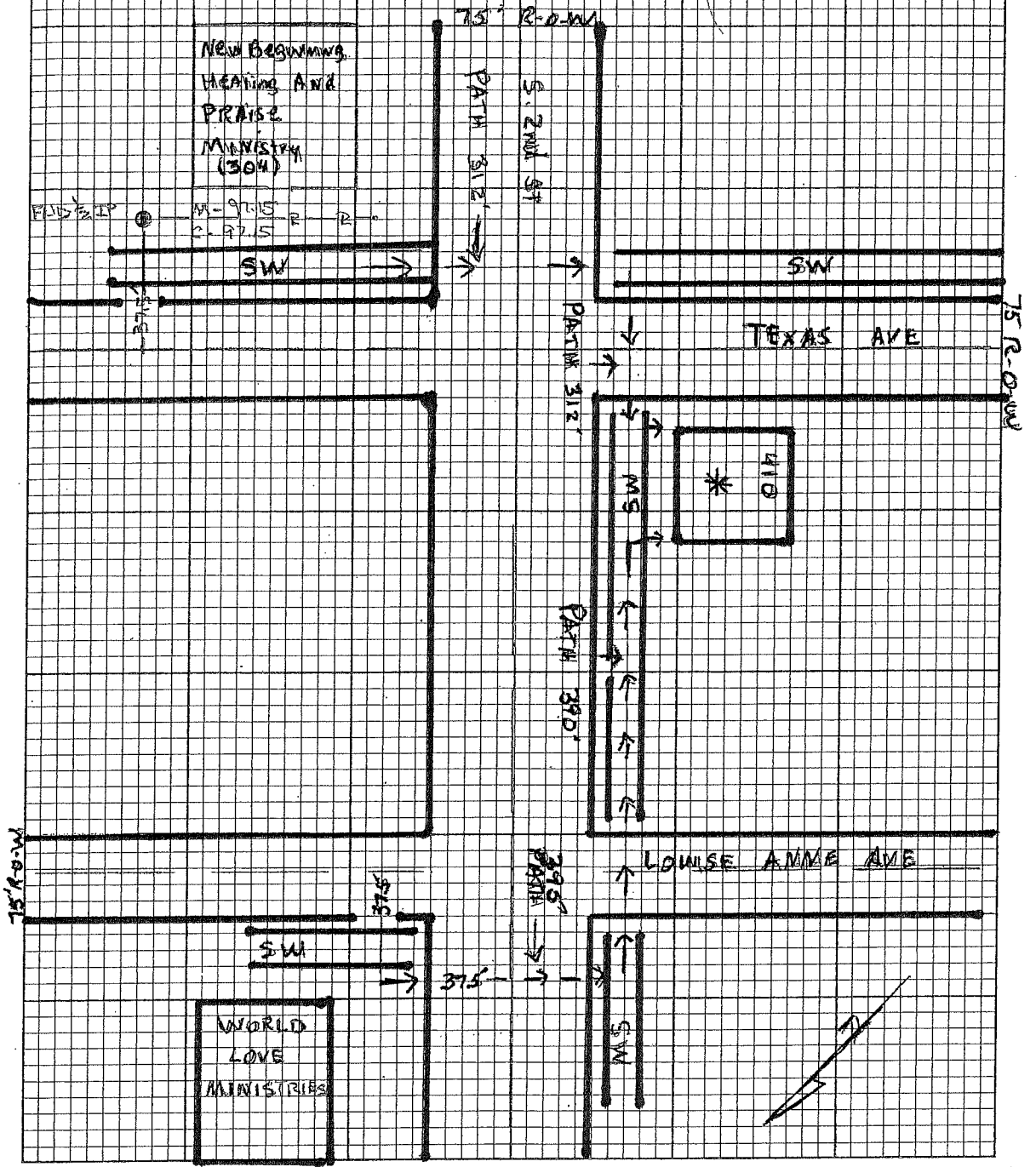
It is recognized that casual change or amendment to this chapter or the zoning map would be detrimental to the achievement of the objective, and it is therefore declared to be the public policy to amend this chapter or the zoning map only when one or more of the following conditions prevail:

- (1) Error. There is a manifest error in the ordinance.
- (2) Change in Conditions. Changed or changing conditions in a particular area or in the metropolitan area generally, make a change in the ordinance necessary and desirable.
- (3) Increase in Need for Sites for Business or Industry. Increased or increasing needs or business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.
- (4) Subdivision of Land. The subdivision or imminent subdivision of open land into urban building sites makes reclassification necessary and desirable.

08-22-2014

L. WILHITE
Survey

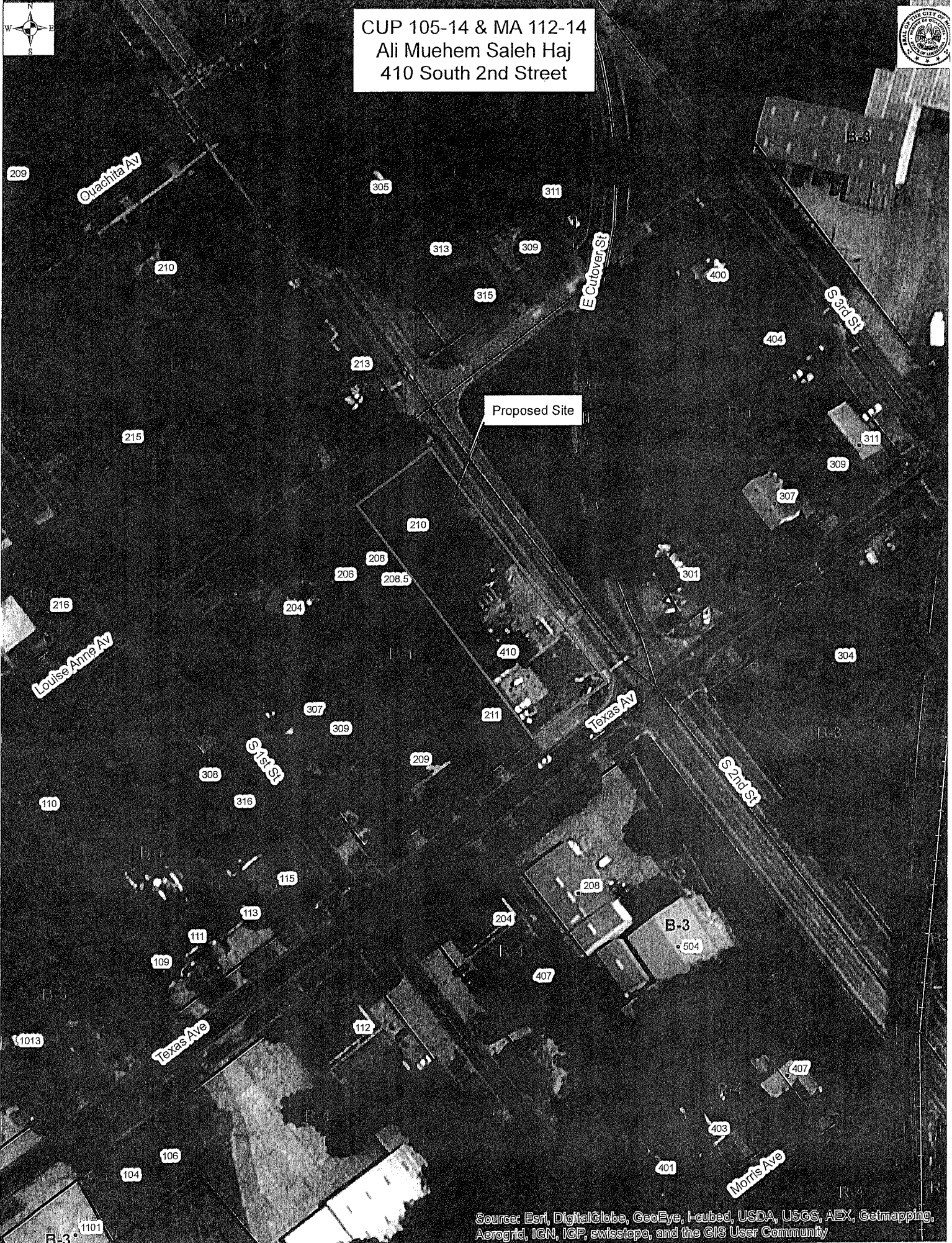
ST.



* Location of
proposed liquor
sales.



CUP 105-14 & MA 112-14
Ali Muehem Saleh Haj
410 South 2nd Street



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE REVOKING A 60' BY 75' (MORE OR LESS) LONG PORTION OF BETIN AVENUE BETWEEN NORTH STANLEY AVENUE AND THE PREVIOUSLY REVOKED SECTION OF BETIN AVENUE (FROM THE EAST PROPERTY LINE OF LOT 7, BLOCK 6 AND LOT 14, BLOCK 5 OF BREARD PLACE, UNIT #1 TO THE WEST PROPERTY LINE OF LOT 2, BLOCK 6 AND LOT 19, BLOCK 5 OF BREARD PLACE UNIT #1) AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Primary Health Services, has requested the revocation of a 60' by 75' (more or less) long portion of Betin Avenue between North Stanley Avenue and the previously revoked section of Betin Avenue (from the east property line of Lot 7, Block 6 and Lot 14, Block 5 of Breard Place, Unit #1 to the west property line of Lot 3, Block 6 and Lot 18, Block 5 of Breard Place Unit #1); and

WHEREAS, Primary Health Services owns both sides of the requested revoked section of Betin Avenue; and

WHEREAS, once revoked, the 60' x 75' section of Betin Avenue will be under the sole ownership of Primary Health Services; EEJ, Inc.; and

WHEREAS, the City of Monroe Planning Commission has recommended that this request be **DENIED** with a 5-0-2 vote, at their September 8, 2014 meeting.

NOW, THEREFORE

BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that the 60' by 75' long portion of Betin Avenue between North Stanley Avenue and the previously revoked section of Betin Avenue (from the east property line of Lot 7, Block 6 and Lot 14, Block 5 of Breard Place, Unit #1 to the west property line of Lot 2, Block 6 and Lot 19, Block 5 of Breard Place Unit #1) is hereby revoked with the following conditions:

1. The utility easement is extended from the previously revoked section of Betin Avenue to the newly revoked section of Betin Avenue.

2. Primary Health Services needs to provide access to emergency services such as the Police and Fire Department and other emergency vehicles as needed.
3. The bollards that have been placed at the end of the previously revoked section of Betin Avenue will to be removed and replaced with a gate with access to emergency vehicles and those utilities (water, sewer, etc.) that need to access the property.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 23rd day of September 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published was then submitted to a final vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Chris Fisher, PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

August 4, 2014

City Hall

Monroe, Louisiana

RE: REV 103-14

APPLICANT: Primary Health Services Center

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Mike Riley

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area **are not** sufficient to justify the above request for the Revocation of a 75' x 60' section of Betin Avenue between North Stanley Avenue and the previously revoked portion of Betin Avenue, with the conditions:

- 1) The utility easement is extended from the previously revoked section of Betin Avenue to the newly revoked section of Betin Avenue.
- 2) Primary Health Services needs to provide access to emergency services such as the Police and Fire Department and other emergency vehicles as needed.
- 3) The bollards that have been placed at the end of the previously revoked section of Betin Avenue will need to be removed and replaced with a gate with access to emergency vehicles and those utilities (water, sewer, etc.) that need to access the property.

The Monroe Planning Commission recommends this application be denied. The Monroe Planning Commission had a majority vote for denial.

**City of Monroe
Planning Commission**

CASE NO.:	REV 103-14
NAME OF APPLICANT:	PRIMARYHEALTH SERVICES CENTER
ADDRESS OF PROPERTY:	2900 BLOCK OF BETIN AVENUE
COUNCIL DISTRICT:	2

REQUEST: This is a request to revoke a 75' x 60' section of Betin Avenue between N. Stanley Avenue and the previously revoked portion of Betin Avenue. (From the east property line of Lot 7, Block 6 and the east property line of Lot 14, Block 5 of Breard Place, Unit 1 to the east property line of Lot 8, Block 6 and the east property line of Lot 13, Block 5 of Breard Place, Unit 1)

PURPOSE OF REQUEST: In order to create a clear deed for the private use of the property.

SIZE OF PROPERTY: 60' x 375' (more or less)

PRESENT ZONING: C, Campus District

PRESENT USE: Street right-of-way.

MOST NEARLY BOUNDED BY (STREETS): North of DeSiard Street; south of St. Charles Avenue; east of revoked Heloise Street; and west of N. Stanley Avenue.

SURROUNDING LAND USES: Surrounding land use consists vacant land to the north and west; commercial to the east and south.

ADVERSE INFLUENCES: There are utilities in the right-of-way.

POSITIVE INFLUENCES: Clear deed for the private use of the campus.

**COMMENTS/
RECOMMENDATIONS:** Primary Health services would like to bring all of its existing and proposed facilities on DeSiard Street and all of its existing and proposed facilities on Betin Avenue into one campus facility at this location. The "campus" was separated by Betin Avenue. A 375' portion of Betin Street was revoked in 2011. This section of Betin Avenue is located between N. Stanley Avenue and the revoked Heloise Avenue.

The street on the west end of Betin Avenue (Heloise Street) was vacated in 1984 along with a 60' x 100' section of Betin Avenue. Betin Avenue presently ends at the property line between Lots 7 & 8 of Breard Place, Unit #1. This is

approximately 225' from the intersection of Betin and Stanley Avenue. Primary Health Services now surrounds the west 75' of Betin Avenue. They would like this portion to be revoked in order to have a clear title to this property and better access within the campus.

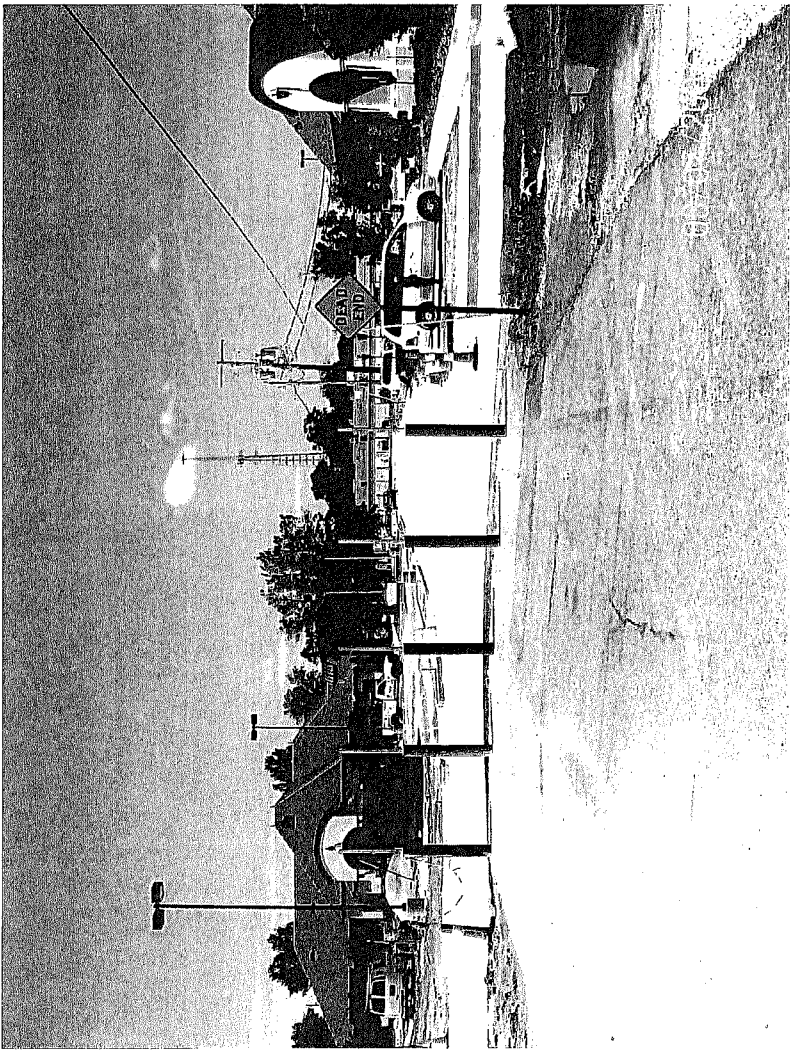
When the 60' x 375' section of Betin Avenue was revoked in August, 2011 (Ordinance # 11,214) it was stipulated that not only a utility easement be retained but that Primary Health Services needed to provide access to emergency vehicles such as the Police and Fire Department and other emergency vehicles as needed. Representatives from the Engineering and Public Works Department have stated that access on Betin is blocked by bollards and that the drives onto the property are narrow and difficult for maintenance vehicles to access the utilities on this property.

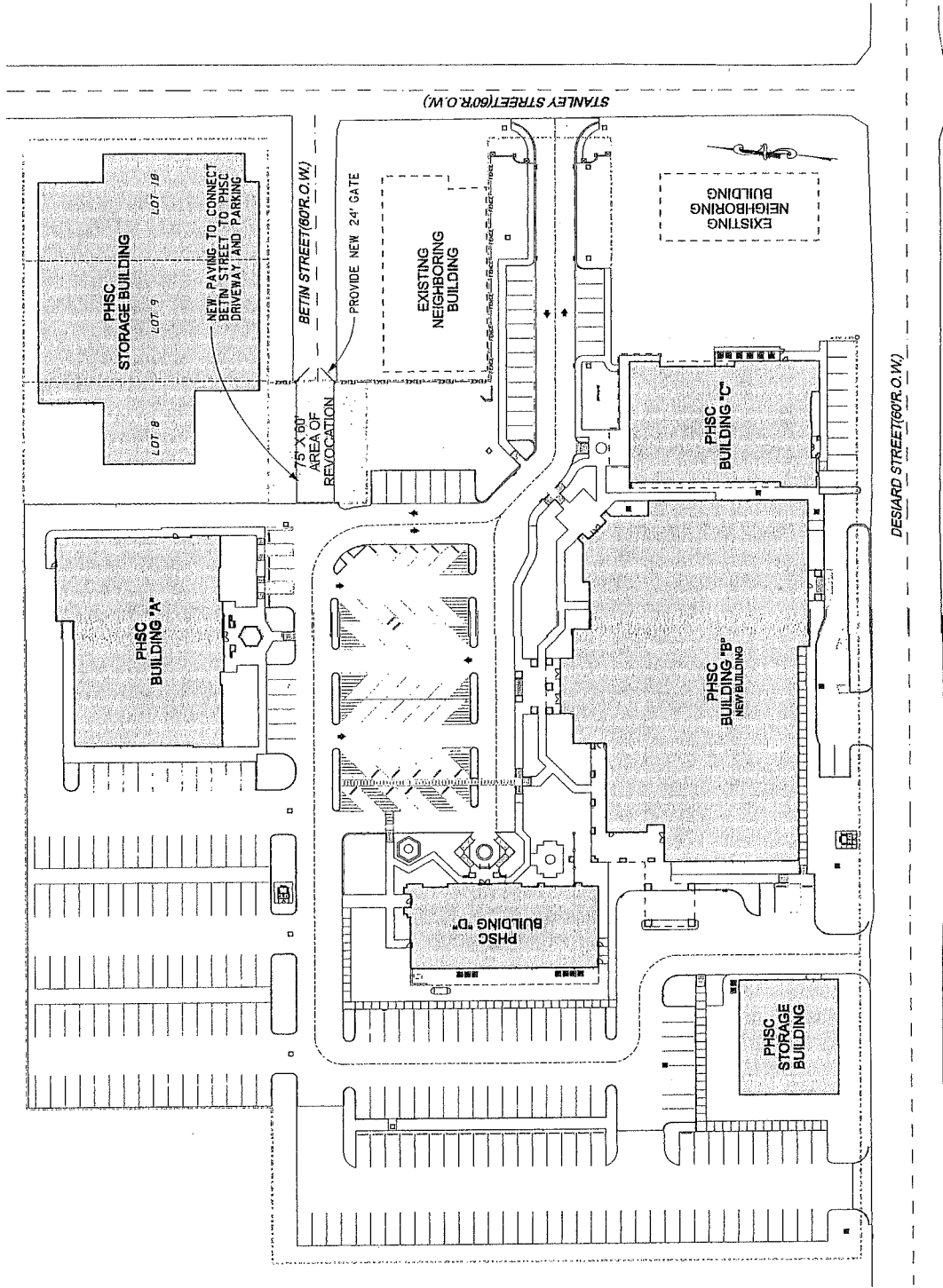
If the Planning Commission recommends approval of this revocation, a condition needs be placed that the existing utility easement be extended to include the 60' x 75 foot section of Betin Avenue; the bollards be removed that are blocking access to the already revoked section; and that a cul-de-sac be put in the dead end of Betin Avenue in order for the fire trucks and other emergency vehicles to be able to turn around.

OPTIONS:

Approve the revocation of the 60' x 75' section of Betin Avenue with the condition that the existing utility easement be extended to include the 60' x 75 foot section of Betin Avenue; the bollards be removed that are blocking access to the already revoked section; and that a cul-de-sac be put in the dead end of Betin Avenue in order for fire trucks and other emergency vehicles to be able to turn around. .

Deny the revocation of the 60' x 75' section of Betin Street as presented.

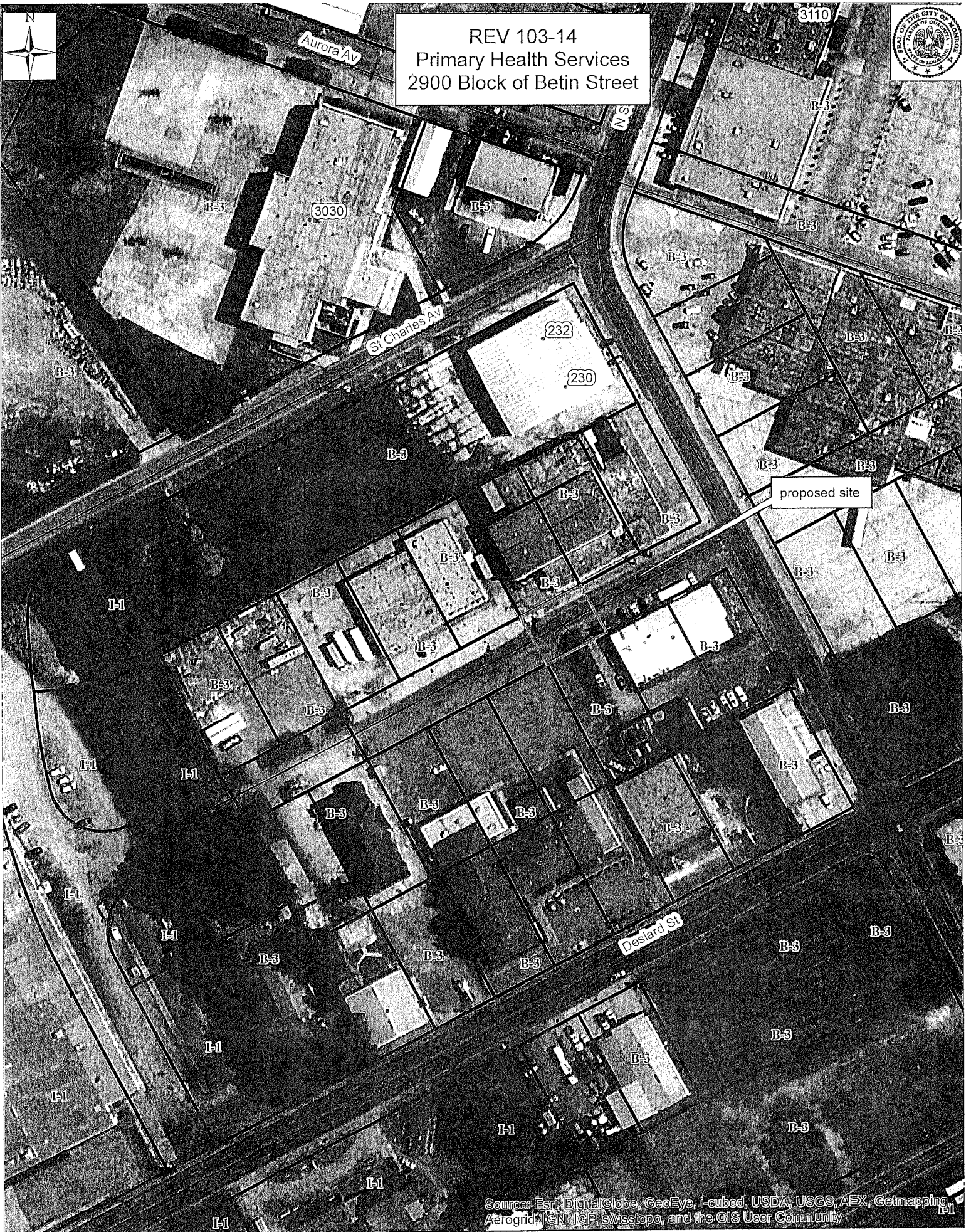




SITE PLAN
 SCALE 1" = 30'-0"



REV 103-14
Primary Health Services
2900 Block of Betin Street



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

O R D I N A N C E

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

WHEREAS, the City Council of the City of Monroe has held its Public Hearing with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a 23.37 tract of land (more or less) from R-1, Single Family Residential to C, Campus District, located in Ouachita Parish and more particularly described as follows:

3300 Westminster Avenue

APPLICANT: City of Monroe/St. Frederick High School (MA 116-14)

WHEREAS, the City Council has further considered the report of the City of Monroe Planning Commission, recommending approval with a 6-0-1 vote. The applicant wishes to rezone this property in order for the use of this property to be compatible with the zoning district it is located in. The present zoning of R-1, Single Family Residential does not allow educational facilities. Although the use as a school would be legal, non-conforming or "grandfathered" in the R-1, Single Family District, the C, Campus district would be appropriate.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Code and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to C, Campus District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 23rd day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published was then submitted to a final vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Chris Fisher, PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 8, 2014

City Hall

Monroe, Louisiana

RE: MA 116-14

APPLICANT: City of Monroe/St. Frederick High School

MOTIONED BY: Mr. Hunt Neely

SECONDED BY: Mr. Tommy Usrey

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area **are** sufficient to justify the above request to rezone a 23.37 acre tract of land, more or less, from the R-1 (Single Family Residence) District to the C (Campus) District. The property is located at 3300 Westminster Avenue. The commission recommends this application be approved.

There was a majority vote for approval by the Planning Commission.

**City of Monroe
Planning Commission**

CASE NO.: MA 116-14
NAME OF APPLICANT: CITY OF MONROE (ST. FREDERICK HIGH SCHOOL)
SITE ADDRESS: 3300 WESTMINSTER AVENUE
COUNCIL DISTRICT: 2

REQUEST: This is a request to rezone the property from R-1, Single Family Residential to C, Campus District.

PURPOSE OF REQUEST: The purpose of the request is for the school to have the appropriate zoning classification for the use.

SIZE OF PROPERTY: 23.37 acres (more or less)

PRESENT ZONING: R-1, Single Family Residential

PRESENT USE: High School

MOST NEARLY BOUNDED BY (STREETS): North of Evangeline Street; south of Westminster Avenue; east of North 33rd Street and west of Ferrand Street.

SURROUNDING LAND USES: The surrounding land use consists of commercial to the east; residential to the north, west and south.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES: Appropriate zoning for the existing use. This zoning classification allows for a variety of uses.

COMPREHENSIVE PLAN: The Future Land Use map has this area designated as Low and Medium Density Residential. A high school is compatible with this use.

COMMENTS/RECOMMENDATIONS: The City of Monroe's Comprehensive Zoning and Subdivision Ordinance went into effect in February, 2014. The new ordinance rezoned school campuses as well as medical campuses to the new C, Campus District. Every effort was made to include all existing education facilities in the rezoning. St. Frederick High School was left out. This is a request to include them in the C, Campus District.

There were several streets that are now part of the St. Frederick's campus. It is not sure if all these streets were revoked. This information should be available by meeting time.

OPTIONS:

Approve the applicant's request to rezone 3300 Westminster Avenue to C, Campus District.

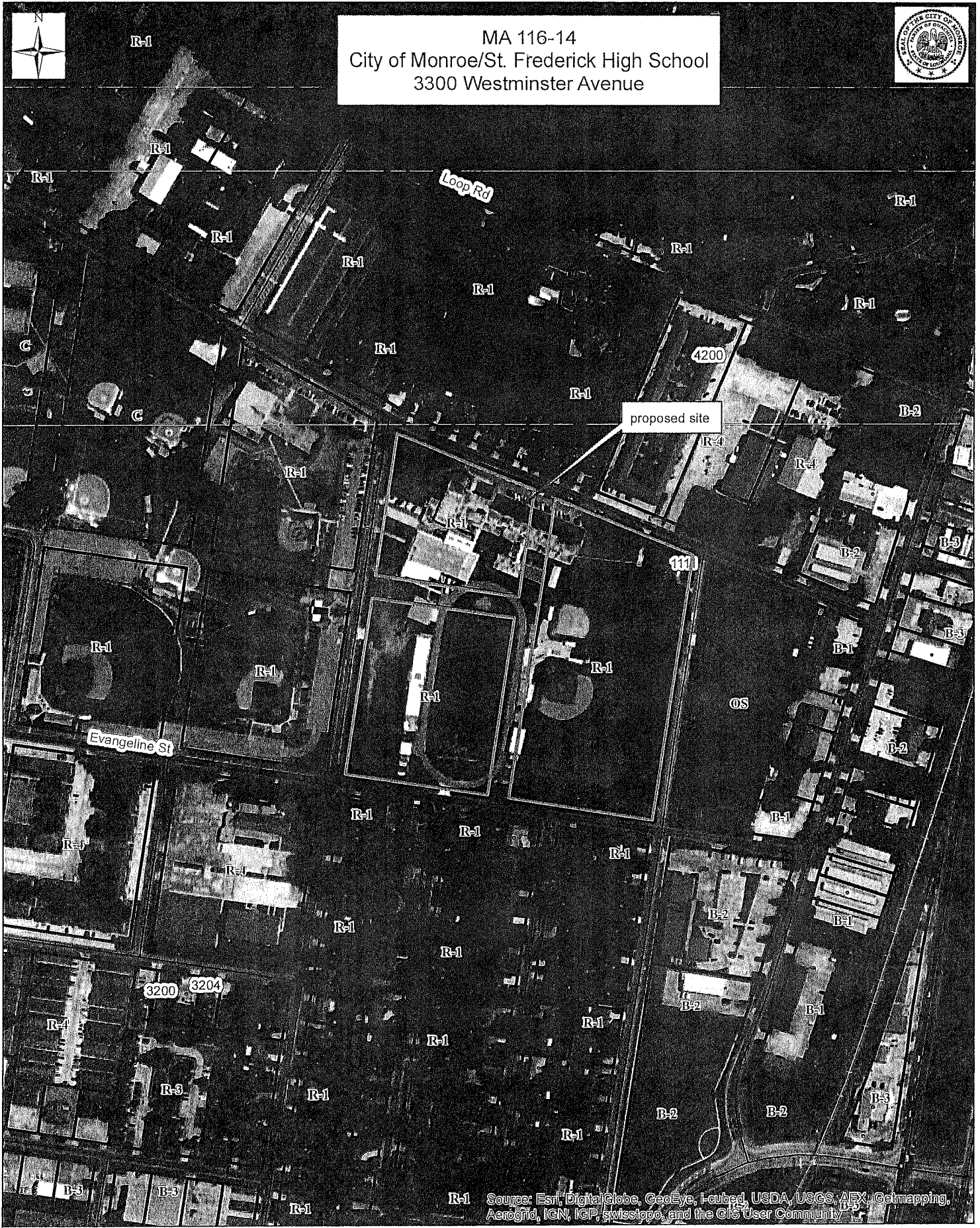
Deny the applicant's request to rezone 3300 Westminister Avenue to C, Campus District.

It is recognized that casual change or amendment to this chapter or the zoning map would be detrimental to the achievement of the objective, and it is therefore declared to be the public policy to amend this chapter or the zoning map only when one or more of the following conditions prevail:

- (1) Error. There is a manifest error in the ordinance.
- (2) Change in Conditions. Changed or changing conditions in a particular area or in the metropolitan area generally, make a change in the ordinance necessary and desirable.
- (3) Increase in Need for Sites for Business or Industry. Increased or increasing needs or business or industrial sites, in addition to sites that are available, make it necessary and desirable to rezone an area or to extend the boundaries of an existing district.
- (4) Subdivision of Land. The subdivision or imminent subdivision of open land into urban building sites makes reclassification necessary and desirable.



MA 116-14
 City of Monroe/St. Frederick High School
 3300 Westminster Avenue



R-1 Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was introduced by Mr./Mrs. _____ who moved for its adoption and was seconded by Mr./Mrs. _____:

AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN MONROE AS NO LONGER BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD TO GOVERNMENT STREET LEASING, LLC PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, GOVERNMENT STREET LEASING, LLC, represented by Harvey Perry, President, would like to purchase a certain piece of immovable property described in the attached copy of the proposed Cash Deed document, and

WHEREAS, the proposed purchase price of this 0.677 acre tract is \$75,000.00 being fair market value; a copy of the Summary of Just Compensation is attached hereto for review, and

WHEREAS, the City of Monroe deems said proposal to be in the best interest of the City of Monroe.

THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain 0.677 acre tract located in the City of Monroe and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

BE IT FURTHER ORDAINED that James E. Mayo, Mayor, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to Government Street Leasing, LLC, the 0.677 acre tract of land under the terms, conditions and for the consideration set forth in the said sale documents attached hereto.

BE IT FURTHER ORDAINED that James E. Mayo, Mayor, be and is hereby authorized and empowered to execute the said sale documents for and on behalf of the City of Monroe, Louisiana.

BE IT FURTHER ORDAINED that under the provisions of Louisiana Revised Statute 33:4712 that prior to the final adoption hereof, notice of this Ordinance shall be published in the official journal three (3) times within fifteen (15) days, one week apart and that any opposition hereto must be made in writing, filed with the Clerk of the Council within fifteen (15) days of the first publication.

ORDINANCE INTRODUCED ON THE ___ day of September, 2014.

NOTICE PUBLISHED on the ___ day of _____, 2014, the ___ day of _____, 2014 and the ___ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT REMEMBERED, that on this the ____ day of _____, 2014, before the undersigned Notary Public, duly commissioned, qualified and acting in and for the named Parish and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corp. in Ouachita Parish, Louisiana, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by James E. Mayo, Mayor, pursuant to authorization by Ordinance _____ of the City Council adopted _____, a copy of which is annexed hereto (hereinafter sometimes called the **VENDOR**),

who declared and acknowledged that, for the price and consideration hereinafter named and expressed, it has sold, transferred and delivered and does by this act sell, transfer and deliver, free from all mortgages, liens and encumbrances, with full and complete warranty of title and with full and complete subrogation of all rights and actions of warranty against all prior vendors or owners, unto:

GOVERNMENT STREET LEASING, LLC (TAX I.C. 27-0975701), represented herein by Harvey Perry, Manager, whose mailing address is P.O. Box 4045, Monroe, Louisiana 71211 (hereinafter sometimes called "**VENDEE**")

the following described property situated in Ouachita Parish, Louisiana, to-wit:

A portion of Lot 5 of Block 20 of Unit 3 of Breard Place, Monroe, Ouachita Parish, LA, being more particularly described as follows, to-wit:

BEGINNING at a ½ inch iron bar found marking the most southerly corner of said Lot 5, thence along the line common to Lots 5 and 6, N57°38'23"W 182.03 feet to a 3/8 inch iron pipe set on the curving southeasterly line of Ferrand Street; thence along said street, being in a curve to the right having a chord bearing N65°39'11"E 309.86 feet and a radius of 475.87 feet, an arc distance of 315.62 feet to a 3/8 inch iron pipe set on the curving northwesterly line of the A&LM Railroad and the curving southeasterly line of said Lot 5; thence along said railroad and lot line, being a curve to the right having a chord bearing S29°43'15"W 259.28 feet and a radius of 2814.93 feet, and arc length of 259.38 feet to the POINT OF BEGINNING; containing 29,476 square feet, or 0.677 acres of land, and being subject to a drainage servitude and any other rights of servitudes of record or of use.

TO HAVE AND TO HOLD said properties unto the Vendees, its successors and assigns, forever.

The price and consideration for which this sale is made is the sum of **SEVENTY-FIVE THOUSAND AND 01/100 (\$75,000.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance and discharge therefore granted.

This sale is made subject to all existing building restrictions, rights-of-way, servitudes

and easements, and outstanding mineral rights and interests, of record. Vendor especially warrants that there are no outstanding unrecorded contracts, leases or other encumbrances affecting the property conveyed.

IN TESTIMONY WHEREOF, said Vendor has hereunto signed its name at Monroe, Louisiana, in the presence of the undersigned legal and competent witnesses and of me, the undersigned Notary Public, on the day and date first hereinabove written.

WITNESSES:

CITY OF MONROE, LA.

By: _____
James E. Mayo, Mayor

Notary Public No. _____
Print Name: _____

STATE OF LOUISIANA
PARISH OF LOUISIANA

IN TESTIMONY WHEREOF, said Vendees have hereunto signed their names at Monroe, Louisiana, in the presence of the undersigned legal and competent witnesses and of me, the undersigned Notary Public, on the ____ day of _____, 2014.

WITNESSES:

GOVERNMENT STREET LEASING, LLC

By: _____
Harvey Perry, Manager - Vendee

Notary Public No. _____
Print Name: _____

INVOICE

FROM:
 Wade Appraisal Company
 1105 Hudson Lane
 Monroe, LA 71201
 Telephone Number: Fax Number:

TO:
 City of Monroe
 Attn: City of Monroe
 E-Mail:
 Telephone Number: Fax Number:
 Alternate Number:

INVOICE NUMBER	
City of Monroe, Lot 5 Ferrand	
DATES	
Invoice Date:	07/17/2014
Due Date:	
REFERENCE	
Internal Order #:	City of Monroe
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	City of Monroe/Ferrand
Other File # on form:	
Federal Tax ID:	20-1729122
Employer ID:	

DESCRIPTION

Lender: City of Monroe Client: City of Monroe
 Purchaser/Borrower:
 Property Address: 0.677 Acres, Ferrand St
 City: Monroe
 County: Ouachita State: LA Zip: 71201
 Legal Description: LOT 5 SQ 20 BREARD PLACE ADDN UNIT 3

FEES	AMOUNT
------	--------

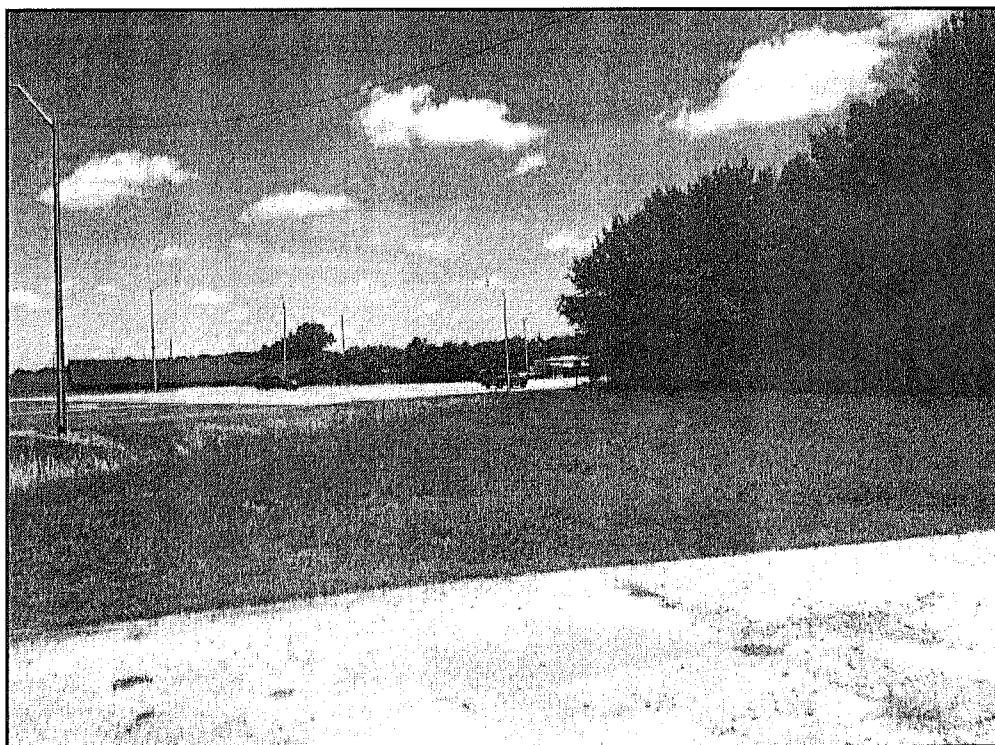
Summary Land Report	750.00
SUBTOTAL	
	750.00

PAYMENTS	AMOUNT
----------	--------

Check #:	Date:	Description:	
Check #:	Date:	Description:	
Check #:	Date:	Description:	
SUBTOTAL			

TOTAL DUE		\$ 750.00
------------------	--	------------------

APPRAISAL OF REAL PROPERTY



LOCATED AT

0.677 Acres, Ferrand St
Monroe, LA 71201
LOT 5 SQ 20 BREARD PLACE ADDN UNIT 3

FOR

City of Monroe

OPINION OF VALUE

75,000

AS OF

07/16/2014

BY

Johnny M Wade
Wade Appraisal Company
1105 Hudson Ln
Monroe, LA 71201
(318) 325-1869
jwade@jackfuckerrealty.com

Borrower/Client	File No. City of Monroe/Ferrand			
Property Address	0.677 Acres, Ferrand St			
City	Monroe	County	Ouachita	State LA Zip Code 71201
Lender	City of Monroe			

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SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	0.677 Acres, Ferrand St
	Legal Description	LOT 5 SQ 20 BREARD PLACE ADDN UNIT 3
	City	Monroe
	County	Ouachita
	State	LA
	Zip Code	71201
	Census Tract	0017.00
	Map Reference	InterMap
SALES PRICE	Sale Price	\$
	Date of Sale	N/A
CLIENT	Borrower/Client	
	Lender	City of Monroe
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	Urban
	Age	
	Condition	
	Total Rooms	
	Bedrooms	
Baths		
APPRAISER	Appraiser	Johnny M Wade
	Date of Appraised Value	07/16/2014
VALUE	Opinion of Value	\$ 75,000

LAND APPRAISAL REPORT

File No.: City of Monroe/Ferrand

Property Address: 0.677 Acres, Ferrand St City: Monroe State: LA Zip Code: 71201
County: Ouachita Legal Description: LOT 5 SQ 20 BREARD PLACE ADDN UNIT 3

SUBJECT

Assessor's Parcel #: 10100 Tax Year: 2013 R.E. Taxes: \$ Special Assessments: \$ 0
Market Area Name: Monroe Map Reference: InterMap Census Tract: 0017.00
Current Owner of Record: CITY OF MONROE Borrower (if applicable):
Project Type (if applicable): PUD De Minimis PUD Other (describe) HOA: \$ 0 per year per month
Are there any existing improvements to the property? No Yes If Yes, indicate current occupancy: Owner Tenant Vacant Not habitable
If Yes, give a brief description:

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: Market Value (as defined), or other type of value (describe)
This report reflects the following value (if not Current, see comments): Current (the Inspection Date is the Effective Date) Retrospective Prospective
Property Rights Appraised: Fee Simple Leasehold Leased Fee Other (describe)
Intended Use: To determine market value.
Intended User(s) (by name or type): City of Monroe
Client: City of Monroe Address:
Appraiser: Johnny M Wade Address: 1105 Hudson Ln, Monroe, LA 71201

MARKET AREA DESCRIPTION

Characteristics			Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use
Location:	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban <input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Owner	PRICE (\$000)	One-Unit 20%	<input checked="" type="checkbox"/> Not Likely
Built up:	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input type="checkbox"/> Tenant	AGE (yrs)	2-4 Unit 2.5%	<input type="checkbox"/> Likely * <input type="checkbox"/> In Process *
Growth rate:	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<input type="checkbox"/> Vacant (0-5%)	50 Low 20	Multi-Unit 10%	* To:
Property values:	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (>5%)	150 High 60+	Comm'l 65%	
Demand/supply:	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply		60-90 Pred 40-50	Vacant 2.5%	
Marketing time:	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.				

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: The immediate marketing area is the central Monroe marketing area. This area is located north of Louisville Avenue, west of Hwy 165, east of the Ouachita river and south of Forsythe Avenue. This area is mostly developed being centrally located and adjacent to two major corridors (Louisville Avenue & Hwy 165).

SITE DESCRIPTION

Dimensions: 309.86 x 259.28 x 182.03 Site Area: 29,490 Sq.Ft.
Zoning Classification: B-2 Description: Neighborhood Business District
Do present improvements comply with existing zoning requirements? Yes No No Improvements
Uses allowed under current zoning: See attached addenda.

Are CC&Rs applicable? Yes No Unknown Have the documents been reviewed? Yes No Ground Rent (if applicable) \$ N/A/
Comments:

Highest & Best Use as improved: Present use, or Other use (explain) General Commercial Business Use

Actual Use as of Effective Date: Vacant Use as appraised in this report: Commercial

Summary of Highest & Best Use: Commercial

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Entergy	Street	Four Lane, Intersection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	309.86' on Ferrand
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Atmos	Width	Typical			Topography
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Surface	Concrete			Level
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Curb/Gutter	Curb	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	29,476 sf
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BellSouth	Street Lights	Typical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape
Multimedia	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	Irregular
								Drainage
								Appears Adequate
								View
								Commercial

Other site elements: Inside Lot Corner Lot Cul de Sac Underground Utilities Other (describe)

FEMA Spec'l Flood Hazard Area Yes No FEMA Flood Zone X500 FEMA Map # 22073C0050E FEMA Map Date 03/15/1994

Site Comments: The subject site is approximately 29,476 sf vacant corner lot with 309.86' frontage on Ferrand St. The subject site is situated, more or less, south of the intersection of Northeast Dr and Ferrand St, west of a railroad track, north of Moore Health & Fitness, and east of Ferrand St.



LAND APPRAISAL REPORT

File No.: City of Monroe/Ferrand

My research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS and/or Legal Records

1st Prior Subject Sale/Transfer Analysis of sale/transfer history and/or any current agreement of sale/listing: The appraiser has no knowledge of an existing agreement to sale.

Date: _____

Price: _____

Source(s): Legal Records

2nd Prior Subject Sale/Transfer

Date: _____

Price: _____

Source(s): _____

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	0.677 Acres, Ferrand St Monroe, LA 71201	0 Evangeline St Monroe, LA 71201		Hwy 165 N Monroe, LA 71201		0 31st St Monroe, LA 71201	
Proximity to Subject		0.67 miles NW		0.61 miles NE		0.41 miles W	
Sale Price	\$	\$ 45,000		\$ 50,000		\$ 80,000	
Price/	\$	\$ 3.69		\$ 3.83		\$ 3.19	
Data Source(s)	Inspection/Client	NELAMLS# 149867		NELAMLS# 145556		NELAMLS# 145097	
Verification Source(s)	Public Records	Tax Assessor		Tax Assessor		Tax Assessor	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust
Sales or Financing		Cash		Other, Unk		Conventional	
Concessions		None Reported		None Reported		None Reported	
Date of Sale/Time	N/A	11/07/2013		08/13/2010		07/15/2010	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Urban	Urban		Urban		Urban	
Site Area	29,490	12,196		13,068		25,047	
Frontage/Functional Utility	Average/Average	Average/Average		Average/Average		Average/Average	
Topography/Shape	Level/Irregular	Level/Rectangular	-1.00	Level/Rectangular	-1.00	Level/Rectangular	-1.00
View	Typical	Typical		Typical		Typical	
Utilities	All Available	All Available		All Available		All Available	
Improvements	None	None		None		None	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-12,196	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-13,068	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$	-25,047
Net Adjustment (Total, in \$ / Sq.Ft.)			(\$ -1/Sq.Ft.)		(\$ -1/Sq.Ft.)		(\$ -1/Sq.Ft.)
Adjusted Sale Price (in \$ / Sq.Ft.)			\$ 2.69		\$ 2.83		\$ 2.19

Summary of Sales Comparison Approach The above sales are considered to be the most comparable sales for comparison purposes with the subject property. The primary elements of comparison were the location of the sales followed by the road frontage/utility, site size and topography. When possible, the sales are taken from the same marketing area as the subject property and are typically similar in location, functional utility and size. Many times, more than three sales are utilized in the sales comparison to support adjustments by methods such as the "paired sales analysis" although some of the sales will be omitted from the sales adjustment grid. When two sales are utilized in a pair sales analysis, only one of the paired sales should be used in the adjustment grid to prevent inbreeding of the sales. Estimated Exposure time is 6 months.

PROJECT INFORMATION FOR PUDs (if applicable) The Subject is part of a Planned Unit Development.

Legal Name of Project: N/A

Describe common elements and recreational facilities: N/A

Indicated Value by: Sales Comparison Approach \$ 75,000

Final Reconciliation In the appraisal of the subject property, the Market Data (Sales Comparison) Approach is the only approach to value that has been developed. The Cost and Income Approaches to value are not applicable approaches to value for vacant land.

This appraisal is made "as is", or subject to the following conditions:

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 75,000, as of: 07/16/2014, which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains 17 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

Limiting cond./Certifications Narrative Addendum Location Map(s) Flood Addendum Additional Sales

Photo Addenda Parcel Map Hypothetical Conditions Extraordinary Assumptions

Client Contact: _____ Client Name: City of Monroe

E-Mail: _____ Address: _____

APPRAISER

[Signature]

Appraiser Name: Johnny M Wade

Company: Wade Appraisal Company

Phone: (318) 325-1869 Fax: _____

E-Mail: jwade@jackfluckrealty.com

Date of Report (Signature): July 22, 2014

License or Certification #: 1715 State: LA

Designation: _____

Expiration Date of License or Certification: 12/31/2015

Inspection of Subject: Did Inspect Did Not Inspect (Desktop)

Date of Inspection: 07/16/2014

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: _____

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date of Report (Signature): _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: Did Inspect Did Not Inspect

Date of Inspection: _____



File No. City of Monroe/Ferrand

Borrower/Client				
Property Address 0.677 Acres, Ferrand St				
City	Monroe	County	Ouachita	State LA Zip Code 71201
Lender City of Monroe				

ASSUMPTIONS AND LIMITING CONDITIONS

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions:

LIMITS OF LIABILITY: The liability of Wade Appraisal Company, its employees and associates is limited to the client/intended user only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial, and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant, or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all award or settlements of any type in such lawsuits.

COPIES, PUBLICATIONS, DISTRIBUTION AND USE OF REPORT: Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The appraisal fee represents compensation only for the analytical services provided by the appraiser(s). The appraisal report remains the property of the appraisal firm, though it may be used by the client in accord with these assumptions and limiting conditions. The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of the appraisal report in its entirety to such third parties as he may select. However, selected portions of this appraisal report shall not be given to third parties without the prior written consent of those signing the appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the appraisal firm. This appraisal is to be used only in its entirety, and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appear(s) on the appraisal report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser(s). The appraiser(s) and appraisal firm shall bear no responsibility for any such unauthorized changes.

TRADE SECRETS: This appraisal has been obtained from Wade Appraisal Company and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempt from disclosure under 5 U.S.C. 552 (b) (4). Notify the appraiser(s) signing the report and the appraisal firm of any request to reproduce this appraisal in whole or part.

CONFIDENTIALITY: Except as provided for subsequently, neither the appraiser(s) nor the appraisal firm may divulge the analyses, opinions, or conclusions developed in the appraisal report, nor may they give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.

INFORMATION SUPPLIED BY OTHERS: Information provided by engineers, surveyors, informed local sources, governmental agencies, financial institutions, realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others, is assumed to be true, correct, and reliable. No responsibility for the accuracy of such information is assumed by the appraiser. Neither the appraiser(s) nor the appraisal firm is liable for any information or the work product provided by subcontractors. The client and others utilizing the appraisal report are advised that some of the individuals associated with Wade Appraisal Company are independent contractors and may sign the appraisal report in that capacity. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. To the best of our judgment and knowledge, all such information is considered appropriate for inclusion. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely impeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease, or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE: The contract for each appraisal, consultation, or analytical service is fulfilled, and the total fee is payable upon completion of the report. The appraiser(s) or those assisting in the preparation of the report will not be asked or required to give testimony in court or in any other hearing as a result of having prepared the appraisal, either in full or in part, except under separate and special arrangements at an additional fee. If testimony or a deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of the issuing party. Neither the appraiser(s) nor those assisting in the preparation of the report is required to engage in post-appraisal consultation with the client or other third parties, except under a separate and special arrangement at an additional fee.

EXHIBITS AND PHYSICAL DESCRIPTIONS: It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser(s), and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced for this appraisal report are included for informational purposes. The reliability of the information contained on any such map or drawing is assumed accurate by the appraiser and is not guaranteed to be correct.

Borrower/Client				
Property Address 0.677 Acres, Ferrand St				
City	Monroe	County	Ouachita	State LA Zip Code 71201
Lender City of Monroe				

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS: No responsibility is assumed by the appraiser(s) or the appraisal firm for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report. The legal description as furnished by the client, his designee, or as derived by the appraiser(s), is assumed to be correct as reported. The appraisal is not to be construed as giving advise concerning liens, title status, or legal marketability of the subject property.

ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS: This appraisal should not be construed as a report on the physical items that are a part of any property described in the appraisal report. Although the appraisal may contain information about these physical items (including their adequacy and/or conditions), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed report on these physical items. The appraiser(s) is/are not a construction, engineering, or architectural expert(s), and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information for appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the appraisal report. Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on casual inspection only. Unless otherwise noted in the appraisal report no detailed inspection was made. For instance, the appraiser is not an expert on heating systems and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations, and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report. Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed. Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed condition given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect, or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent, or apparent conditions on the property site or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgement is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type, and condition.

TOXIC MATERIALS AND HAZARDS: Unless otherwise stated in the appraisal report, no attempt has been made to identify or report any toxic materials and/or conditions such as asbestos, mold, urea-formaldehyde foam insulation, or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such toxic materials and/or conditions. If any toxic materials and/or conditions are present on the property, the value of the property may be adversely affected, and a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

SOILS, SUB-SOILS, AND POTENTIAL HAZARDS: It is assumed that there are no hidden or unapparent conditions of the soils or sub-soils which would render the subject property more or less valuable than reported in the appraisal. No engineering or percolation tests were made, and no liability is assumed for soil conditions. Unless otherwise noted, sub-surface rights (mineral and oil) were not considered in making this appraisal. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is/are liable for any problems arising from soil conditions. The appraiser(s) strongly advise that, before any funds are committed to a property, the advise of the appropriate experts be sought. If the appraiser(s) has/have not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed, and no representation is made for any cost associated with obtaining same or for any deficiencies discovered before or after they are obtained. Neither the appraiser(s) nor the appraisal firm assumes(s) responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

LEGALITY OF USE: This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined, and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless a non-conformity has been stated, defined, and considered in the appraisal report. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national government, private entity, or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

COMPONENT VALUES: If the total property value set forth in this report is distributed between land and improvements, this distribution applied only under the existing program of utilization as set forth in the appraisal. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

AUXILIARY AND RELATED STUDIES: No environmental or impact studies, special market studies or analyses, special highest and best used studies, or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.

File No. City of Monroe/Ferrand

Borrower/Client				
Property Address 0.677 Acres, Ferrand St				
City	Monroe	County	Ouachita	State LA Zip Code 71201
Lender City of Monroe				

DOLLAR VALUES AND PURCHASING POWER: The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER: All values shown in the appraisal report are projections based on our analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time promotional effort, terms, motivation, and other conditions. The appraiser(s) do (es) not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report. In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value, or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields, and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report. They are subject to change as market conditions change. This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) do (es) not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

EXCLUSIONS: Furnishings, equipment, and other personal property are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE: It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in a good and workmanlike manner in accord with plans, specifications, or other information supplied to these appraisers and set forth in the appraisal report. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of Market Value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

FEE: The fee for any appraisal report, consultation, feasibility, or other study if for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent of any assignment.

CHANGES AND MODIFICATIONS: The appraiser(s) reserve(s) the right to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown when the appraisal report was prepared.

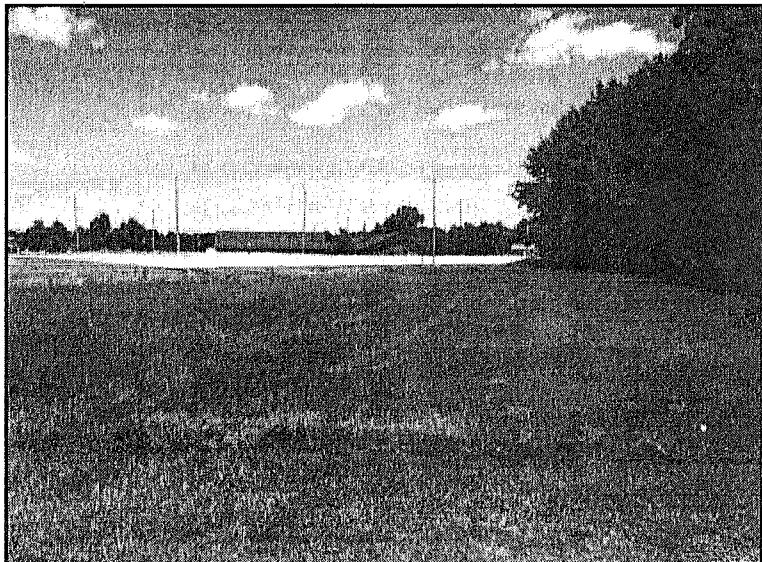
The acceptance and/or use of the appraisal report by the client or any third party constitutes acceptance of the Assumption and Limiting Conditions set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client/intender user, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.

• GP Land : Site Description - Uses Allowed Under Current Zoning

The purpose of a B-2 neighborhood business district is to provide for the location and grouping of sites for small-scale office, professional services, and retail establishments to support adjacent residential neighborhoods. This district includes establishments that conduct all business operations within an enclosed facility, and which have a limited impact on adjacent residential areas especially in terms of lighting, signage, traffic, odor, noise, and hours of operation. Permitted uses in this district shall be no larger than ten thousand (10,000) square feet in gross floor area.

Subject Land Photo Page

Borrower/Client				
Property Address 0.677 Acres, Ferrand St				
City	Monroe	County	Ouachita	State LA Zip Code 71201
Lender City of Monroe				



Subject

0.677 Acres, Ferrand St
 Sales Price
 Date of Sale N/A
 Location Urban
 Site/View
 Frontage/Functional Use Average/Average
 Topography/Shape Level/Irregular
 View Typical
 Utilities All Available



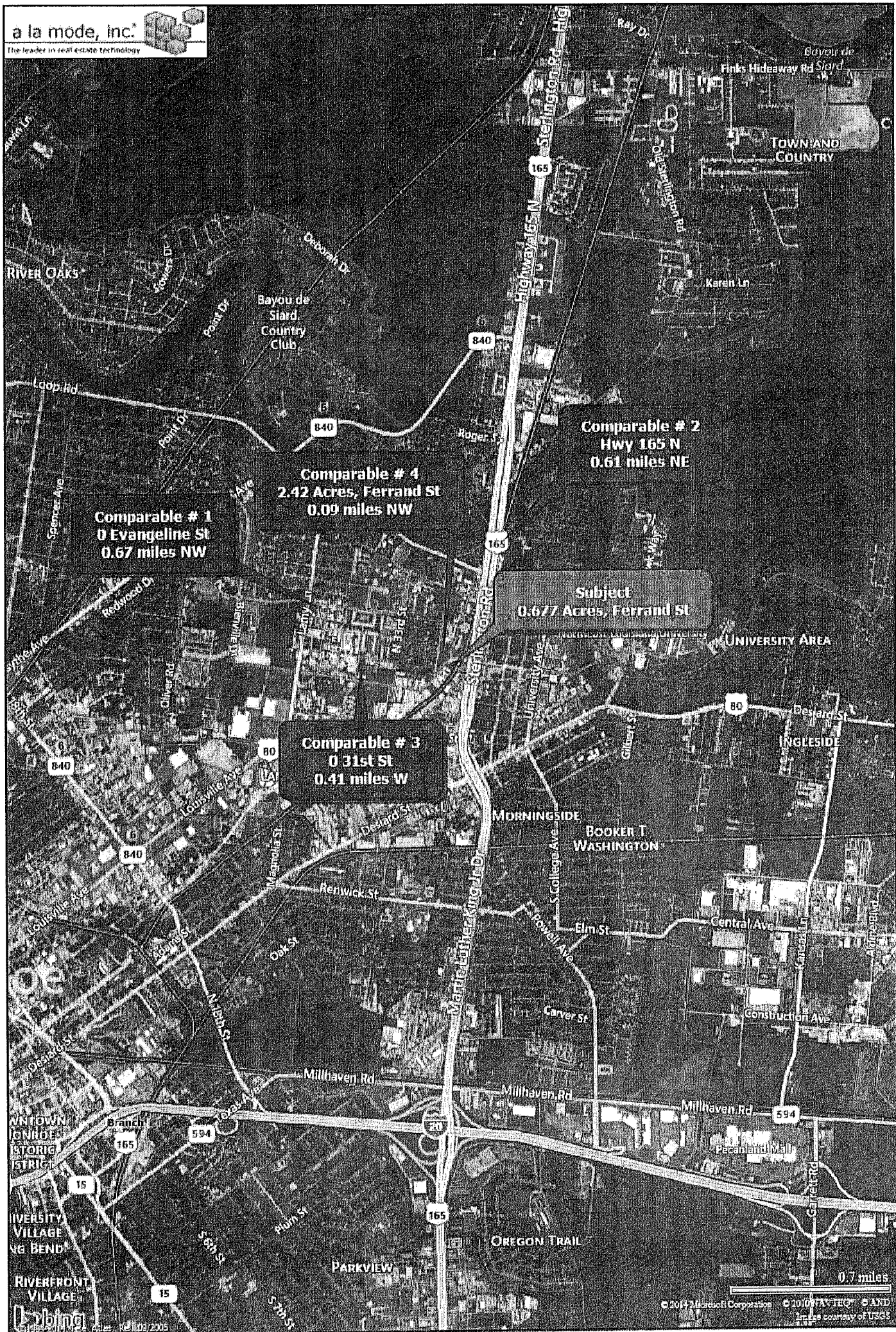
Subject



Subject

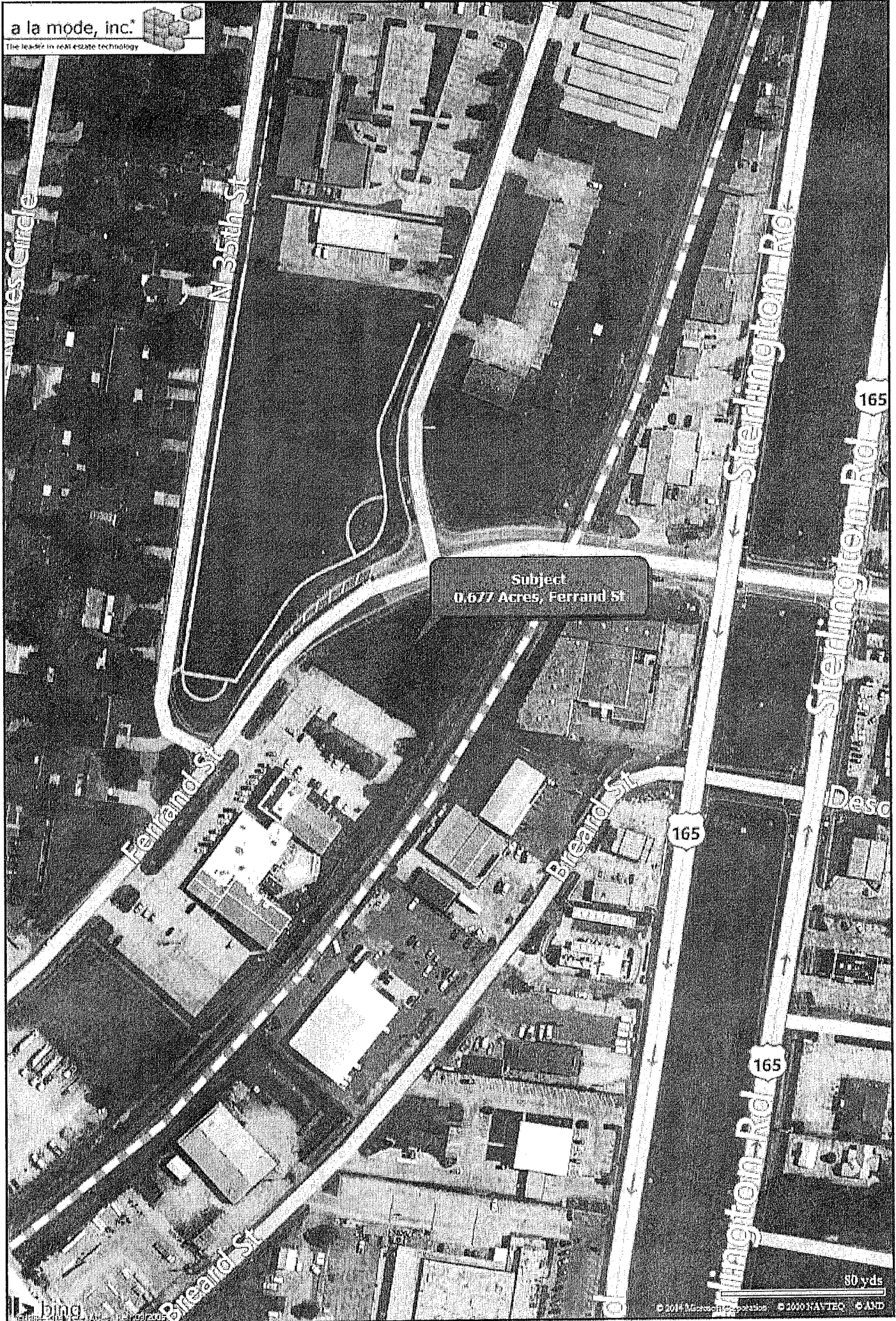
Location Map

Borrower/Client							
Property Address	0.677 Acres, Ferrand St						
City	Monroe	County	Ouachita	State	LA	Zip Code	71201
Lender	City of Monroe						

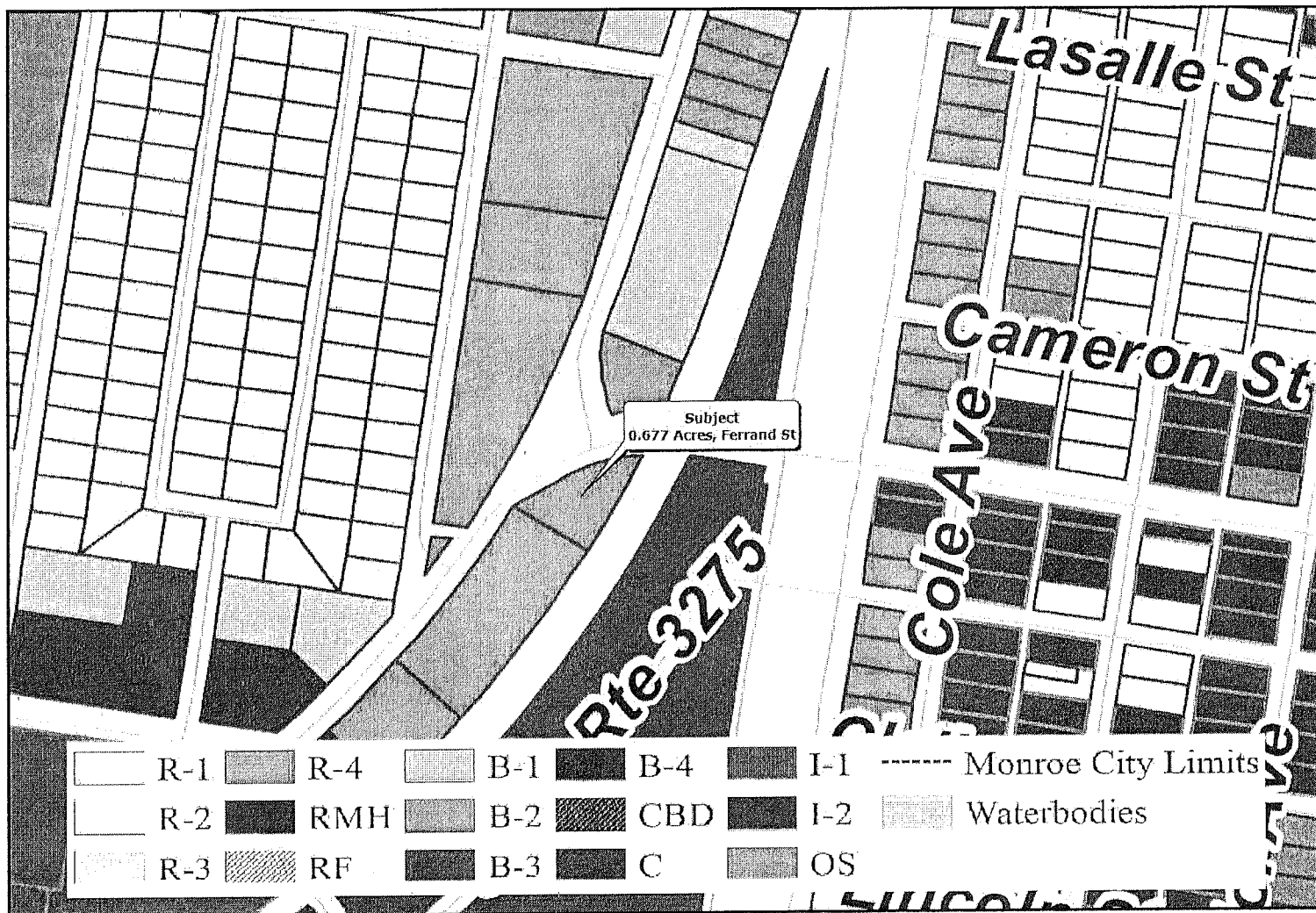


Location Map

Borrower/Client							
Property Address	0.677 Acres, Ferrand St						
City	Monroe	County	Ouachita	State	LA	Zip Code	71201
Lender	City of Monroe						



Zoning Map



Parcel Map

Borrower/Client							
Property Address	0.677 Acres, Ferrand St						
City	Monroe	County	Ouachita	State	LA	Zip Code	71201
Lender	City of Monroe						

Parcel Number: 10100

Owner Name: CITY OF MONROE	Owner Id: 118898
Physical Address: 0 71201	Homestead Code: No Homestead
Mailing Address: PO BOX 123 MONROE, LA 71210-0000	Ward: 30
Type: EX - Exempt	Subdivision: BREARD PLACE UNIT 3
Taxable Status: Exempt	Size: 2.151
Tax Year: 2014	S.T.R: 43-18-04
Extended Legal: LOT 5 SQ 20 BREARD PLACE ADDN UNIT 3 -FROM H F BREARD (C ROBERT BREARD)	
Land Dimensions:	

Survey

Borrower/Client			
Property Address	0.677 Acres, Ferrand St		
City	Monroe	County	Ouachita
		State	LA
Lender	City of Monroe	Zip Code	71201

**PLAT OF SURVEY FOR THE CITY OF MONROE
IN LOT 5, BLOCK 20, UNIT 3, BREARD PLACE, IN SECTION 43,
TOWNSHIP 18 NORTH, RANGE 4 EAST, LAND DISTRICT
NORTH OF RED RIVER, MONROE, OUACHITA PARISH, LOUISIANA**

June 6, 2014

Scale: 1"=50'



LEGAL DESCRIPTION

A portion of Lot 5 of Block 20 of Unit 3 of Breard Place, Monroe, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:
BEGINNING at a 1/2 inch iron bar found marking the most southerly corner of said Lot 5, thence along the line common to Lots 5 and 6, N57°38'23"W 182.03 feet to a 3/8 inch iron pipe set on the curving southeasterly line of Ferrand Street; thence along said street, being in a curve to the right having a chord bearing N65°39'11"E 309.86 feet and a radius of 475.87 feet, an arc distance of 315.62 feet to a 3/8 inch iron pipe set on the curving northwesterly line of the A&LM Railroad and the curving southeasterly line of said Lot 5; thence along said railroad and lot line, being a curve to the right having a chord bearing S29°43'15"W 259.26 feet and a radius of 2814.93 feet, and arc length of 259.36 feet to the **POINT OF BEGINNING**; containing 29,476 square feet, or 0.677 acres of land, and being subject to a drainage servitude and any other rights or servitudes of record or of use.



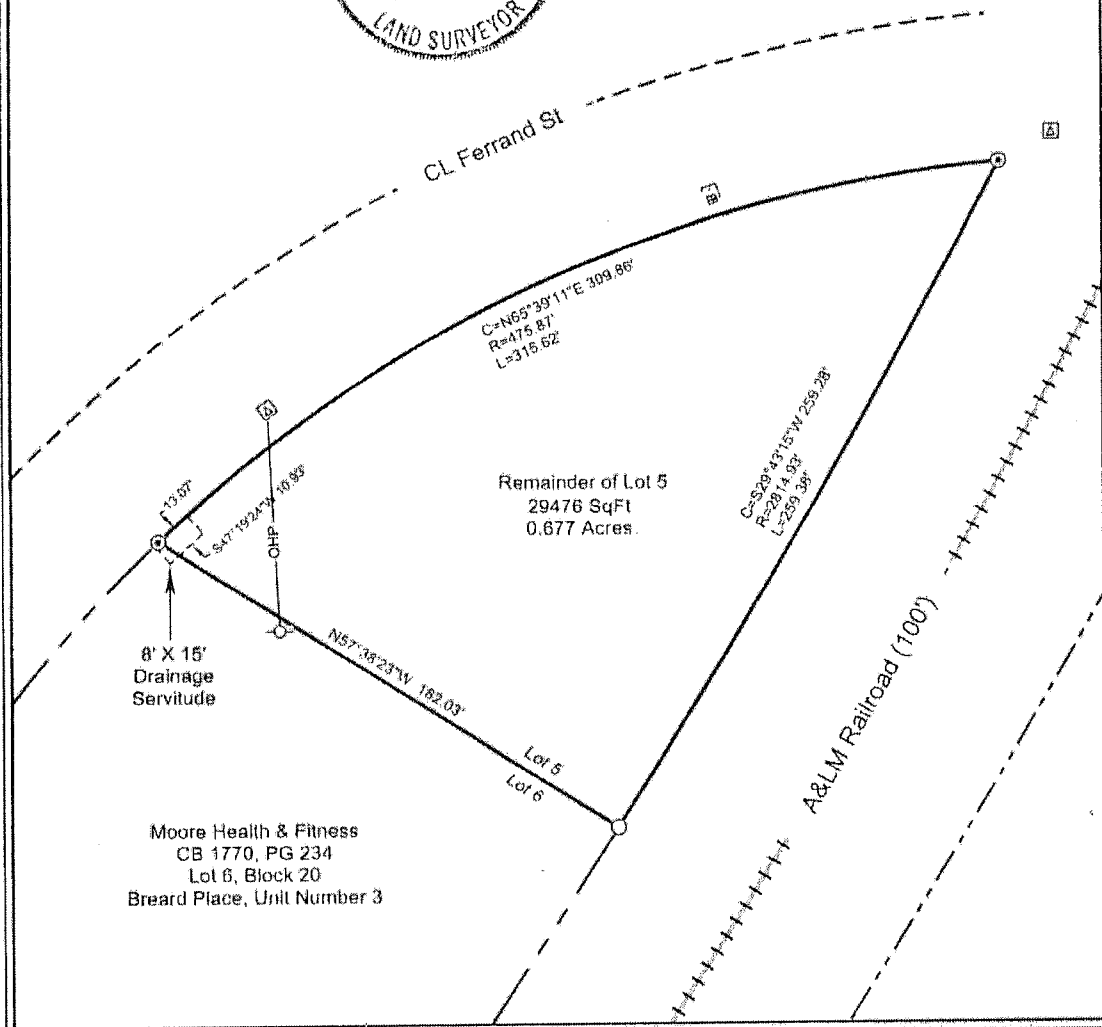
SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

Don W. Antley, PLS No. 4400
 P.O. Box 1192
 West Monroe, LA 71291
 Phone 318 366 6385
 Fax 318 398 9279
 Email don.antley.pls@gmail.com



LEGEND	
	1/2" Iron Bar Found
	3/8" Iron Pipe Set
	Street Light
	Power Pole
	Water Meter



Traverse PC

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO LINDA M. NORMAN, ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 4 & 5 OF SQUARE 7, UNIT 4 OF AIRPORT ADDITION, MONROE, LA, 3806 CARVER, MONROE, LA. – DISTRICT 3, BY ADJUDICATION AT TAX SALE DATED JULY 9, 2009, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

LOT 4 & 5 OF SQUARE 7, UNIT 4 OF AIRPORT ADDITION, MONROE, LA, 3806 CARVER, MONROE, LA. - DISTRICT 3 – Parcel 65801

was adjudicated to the City of Monroe, Louisiana for non-payment of 2008 Ad Valorem Taxes by Adjudication Deed dated and filed July 9, 2009 in Conveyance Book 2179 at page 686 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2008 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Zagove and Tyrone Jacobs, and

WHEREAS, the City of Monroe has made efforts to contact Zagove and Tyrone Jacobs by registered mail and notification published in the Monroe Free Press, and

WHEREAS, Linda M. Norman wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individuals. Linda M. Norman has paid One Thousand Four Hundred Sixty-One Dollars and 02/100 (\$1,461.02) which includes Five Hundred Seventy and 62/100 (\$570.62) in City taxes, Three Hundred Seventy-Nine and 40/100 (\$379.40) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact, Zagove and Tyrone Jacobs with no response; the City of Monroe desires to sell to Linda M. Norman, the property described as follows:

LOT 4 & 5 OF SQUARE 7, UNIT 4 OF AIRPORT ADDITION, MONROE, LA, 3806 CARVER, MONROE, LA. - DISTRICT 3 – Parcel No. 65801

all in accordance with La. R. S. 47:2238.1 et sec.

ORDINANCE INTRODUCED on the 23rd day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO LINDA M. NORMAN, ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 18 OF SQUARE 45, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, UNIT 13, MONROE, LA, 3405 HALSELL, STREET, MONROE, LA. – DISTRICT 3, BY ADJUDICATION AT TAX SALE DATED JULY 9, 2009, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

LOT 18 OF SQUARE 45, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, UNIT 13, MONROE, LA, 3405 HALSELL STREET, MONROE, LA. - DISTRICT 3 – Parcel 80411

was adjudicated to the City of Monroe, Louisiana for non-payment of 2008 Ad Valorem Taxes by Adjudication Deed dated and filed July 9, 2009 in Conveyance Book 2179 at page 675 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2008 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Bobbie B. Hennings, and

WHEREAS, the City of Monroe has made efforts to contact Bobbie B. Hennings by registered mail and notification published in the Monroe Free Press, and

WHEREAS, Linda M. Norman wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individuals. Linda M. Norman has paid One Thousand Seven Hundred Four Dollars and 81/100 (\$1,704.81) which includes Nine Hundred Fifty-four and 09/100 (\$954.09) in City taxes, Two Hundred Thirty-Nine and 72/100 (\$239.72) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact, Bobbie B. Hennings with no response; the City of Monroe desires to sell to Linda M. Norman, the property described as follows:

LOT 18 OF SQUARE 45, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, UNIT 13, MONROE, LA, 3405 HALSELL STREET, MONROE, LA. - DISTRICT 3 – Parcel 80411

all in accordance with La. R. S. 47:2238.1 et sec.

ORDINANCE INTRODUCED on the 23rd day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL.

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO LINDA M. NORMAN, ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 19 OF SQUARE 54, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, MONROE, LA, 3407 HALSELL, STREET, MONROE, LA. – DISTRICT 3, BY ADJUDICATION AT TAX SALE DATED JULY 9, 2009, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

LOT 19 OF SQUARE 54, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, MONROE, LA, 3407 HALSELL STREET, MONROE, LA. - DISTRICT 3 – Parcel 56072

was adjudicated to the City of Monroe, Louisiana for non-payment of 2008 Ad Valorem Taxes by Adjudication Deed dated and filed July 9, 2009 in Conveyance Book 2179 at page 740 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2008 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Louise Scott, and

WHEREAS, the City of Monroe has made efforts to contact Louise Scott by registered mail and notification published in the Monroe Free Press, and

WHEREAS, Linda M. Norman wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individuals. Linda M. Norman has paid One Thousand Eight Hundred Eighty-Two Dollars and 67/100 (\$1,882.67) which includes Nine Hundred Sixty and 59/100 (\$960.59) in City taxes, Four Hundred Eleven and 08/100 (\$411.08) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact, Louise Scott with no response; the City of Monroe desires to sell to Linda M. Norman, the property described as follows:

LOT 19 OF SQUARE 54, UNIT 8 OF BOOKER T. WASHINGTON ADDITION, MONROE, LA, 3407 HALSELL STREET, MONROE, LA. - DISTRICT 3 – Parcel 56072

all in accordance with La. R. S. 47:2238.1 et sec.

ORDINANCE INTRODUCED on the 23rd day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO CAROLYN F. JANUARY, ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT "H" OF SQUARE 35 OF LAYTON'S SECOND ADDITION, MONROE, LA, 816 LOUISE ANNE AVE., MONROE, LA. BY ADJUDICATION AT TAX SALE DATED JULY 9, 2009, AND FURTHER WITH RESPECT THERETO

WHEREAS, the property described as follows, to-wit:

LOT "H" OF SQUARE 35 OF LAYTON'S SECOND ADDITION, MONROE, LA, R#50052 – 816 LOUISE ANNE AVE, MONROE, LA.- DISTRICT 3

was adjudicated to the City of Monroe, Louisiana for non-payment of 2008 Ad Valorem Taxes by Adjudication Deed dated and filed July 9, 2009 in Conveyance Book 2179 at page 708 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2008 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Oscar Manuel, and

WHEREAS, the City of Monroe has made efforts to contact Oscar Manuel by registered mail and notification published in the Monroe Free Press, and

WHEREAS, Carolyn F. January wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individuals. Carolyn F. January has paid Two Thousand Five Hundred Six Dollars and 67/100 (\$2,506.76) which includes Seven Hundred Forty-three and 47/100 (\$743.47) in City taxes, One Thousand Two Hundred Fifty-Seven and 70/100 (\$1,257.70) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact, Oscar Manuel with no response; the City of Monroe desires to sell to Carolyn F. January, the property described as follows:

LOT "H" OF SQUARE 35 OF LAYTON'S SECOND ADDITION, MONROE, LA, R#50052 – 816 LOUISE ANNE AVE, MONROE, LA.- DISTRICT 3

all in accordance with La. R. S. 47:2238.1 et sec.

ORDINANCE INTRODUCED on the ____ day of September, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

PARISH OF OUACHITA

NO. _____

The following Ordinance was offered by Mr. _____, who moved for its adoption and was seconded by Mr. _____.

AN ORDINANCE AUTHORIZING JAMES MAYO, MAYOR, TO ENTER INTO AND EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF MONROE AND PAUL MICHAEL COMPANY AT THE AIRPORT, FOR CERTAIN PROPERTY LOCATED AT THE MONROE REGIONAL AIRPORT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that James Mayo, Mayor, be and he is hereby authorized and empowered, for and on behalf of the City of Monroe, Louisiana, to enter into and execute a Lease Agreement between the City of Monroe and Paul Michael Company at the Airport, a copy of said Lease Agreement setting forth the terms and conditions thereof, being annexed hereto and made a part hereof.

THIS ORDINANCE WAS INTRODUCED on the _____ day of _____, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared adopted on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

CONTRACT AND LEASE AGREEMENT

This Contract and Lease Agreement (hereinafter referred to as this "Agreement") was entered into on _____, 2014, between **CITY OF MONROE**, a municipal corporation organized under the laws of the State of Louisiana, whose mailing address is 400 Lea Joyner Expressway, Monroe, Louisiana 71201 (hereinafter referred to as "City"), represented hereby by James E. Mayo, Mayor, duly authorized to act herein by virtue of Ordinance No. _____ of the Monroe City Council adopted on _____, 2014, a copy of which is attached hereto and made a part hereby, and **Paul Michael Company**, organized under the laws of the State of Louisiana, whose mailing address is **Geneva's Plaza, 2348 Sterlington Road, Suite A, Monroe, LA 71203**, (hereinafter referred to as "Lessee"), who declare and acknowledge that they do by their presents enter into and execute this Agreement under the terms, conditions and stipulations hereinafter set forth:

ARTICLE 1: LEASED PREMISES

City does hereby lease and let unto Lessee the following described property which is located at the Monroe Regional Airport Terminal Security Building "B" at 5400 Operations Road, Monroe, Ouachita Parish, Louisiana 71203, hereinafter referred to as the "Retail Space":

Approximately 427 square feet located on the first (1st) floor of the Monroe Regional Airport Terminal Security Building "B" and designated as the "Retail Space."

Lessee shall have the exclusive right to use the premises as described hereinabove, which rights shall be subordinate to all rules and regulations of the Monroe Regional Airport, the City of Monroe, Louisiana, the Federal Aviation Administration and any other State or Federal Agencies having jurisdiction therein, as they now exist and as they may be amended or modified from time to time.

ARTICLE 2: GENERAL DESCRIPTION AND CONCESSION

Lessee shall have the exclusive right to operate a Retail Shop in the leased premises at both counter service and table service.

In the event of a conflict between Lessee and any other concessionaire at the Airport as to items and merchandise to be sold by the respective concessionaires or lessees, Lessee herein agrees that the Airport Director shall make the final decision as to which items of merchandise may be sold and agree to be bound by the decision of the Airport Director.

ARTICLE 3: SERVICES TO BE PERFORMED BY LESSEE

A. HOURS OF OPERATION

Lessee shall serve to the public in the retail facilities herein described at least during the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday.

The hours of operation set forth above may be adjusted upon the mutual consent of Lessee and the Airport Director.

B. TYPE OF OPERATION

Lessee shall maintain and operate the Retail Shop in a first class manner and shall keep the leased premises in a safe, clean, orderly and inviting condition at all times satisfactory to the Airport Director.

C. PERSONNEL

Lessee shall at all times retain active, qualified, competent and experienced personnel who shall be clean, courteous, efficient and neat in appearance at all times.

Lessee shall not employ any person or persons in or about the leased premises who shall use improper language or in a loud and boisterous manner or otherwise improper manner. Lessee agrees to terminate the services of any employee whose conduct is detrimental to the interests of the Airport as determined by the Airport Director.

D. LAWS, ORDINANCES, RULES AND REGULATIONS

Lessee shall observe and obey all laws, ordinances, rules and regulations of the Federal, State, Parish and City governments which are applicable to the operations herein described.

E. TRASH, GARBAGE, ETC.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposing (away from the Airport) of all trash, garbage and other refuse caused as a result of its operations. Garbage and trash costs shall be paid by Lessee. Lessee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the operations on the leased premises. Any substitutions as to the receptacles described herein must be approved in writing by the Airport Director prior to their use on the leased premises.

F. RETAIL SHOP OPERATIONS

Lessee shall bear at Lessee's own expense, all costs of operating the Retail Shop and shall pay in addition to the rental, all other costs connected with the use of the premises, facilities, rights and privileges herein granted, including but not limited to, the general maintenance (except building structure, outside walls, roof and utilities), insurance, taxes, janitor service and supplies.

Lessee shall be responsible for and shall bear all costs for damage to the building structure, outside walls, windows and roofs caused or due to the operations of Lessee hereunder.

Lessee shall obtain and pay all permits and licenses required by law.

G. PUBLIC ADDRESS SYSTEM

Lessee shall permit the installation, replacement and maintenance in, on or about the leased premises of a public address system and the reception of flight announcements and other information broadcasts over said system in the leased premises.

ARTICLE 4: SERVICES TO BE PERFORMED BY CITY

A. MAINTENANCE

City shall be responsible and shall bear all costs for general maintenance of the building structure, outside walls, windows and roof; and for any damage to the building structure, outside walls, windows and roof due to normal wear and tear and to natural causes.

B. UTILITY CHARGE

No separate utility meter will be provided. It is agreed that the City shall provide and pay for all utility services including electrical, gas, water and air conditioning, but excluding garbage and trash collection.

ARTICLE 5: TERM

The term of this Agreement shall be for a period of three (3) years commencing on _____

_____, 2014 and terminating on _____, 2017.

Lessee shall have two (2) three-year options to extend the term of the lease under the same terms, conditions and stipulations herein.

Said options shall be exercised by notifying the City through the Airport Director in writing of the intent to exercise the option thirty (30) days prior to the end of the then current term.

ARTICLE 6: CONSIDERATION

During the term of this Agreement and any extensions thereof, Lessee shall pay to the City the sum of SIX HUNDRED and NO/100 DOLLARS (\$600.00) per month or NINE PERCENT (9%) of the gross monthly receipts, whichever is greater, to be paid as follows:

A. All amounts due under this Agreement shall be due and payable on or before the fifteenth (15th) day of the following month;

B. Lessee shall, with respect to the business done by them in or on the leased premises, keep true and accurate records, accounts, books and data which shall among other things include all sales made and services performed for cash, on credit or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all sales and services, and all of the Lessee's business done upon the leased premises.

C. The term gross receipts as used herein shall be construed to mean for all purposes herein the aggregate amount of all sales made or services performed for cash, on credit or otherwise of every kind, name and nature, regardless of when or whether paid for or not.

D. Lessee shall on or before the fifteenth (15th) day of each and every month during the term of this Agreement, and all extension thereof, submit to the Airport Director a detailed statement showing the gross receipts from the operations on the leased premises for the preceding calendar month. These statements shall show such reasonable detail and breakdown as may be required by the Airport Director. Such statement shall be accompanied by Lessee's payment for the rental due thereunder.

ARTICLE 7: TERMINATION

This Agreement shall terminate upon the occurrence of any one or more of the following events:

- A. The expiration of the final option set forth herein;
- B. The expiration of the term or any optional term (other than the final option term) set forth herein in which notice to extend as set forth herein has not been properly given;
- C. The failure of Lessee to pay the consideration as set forth herein;
- D. The default of either City or Lessee of any covenant or agreement herein required to be performed by said party and the failure of said party to remedy said default within thirty (30) days after receipt of notice of said default;
- E. The permanent abandonment of the Airport as an air terminal;
- F. The lawful assumption by the United States or authorized agencies thereof of the operation, control, or use of the Airport or any substantial part thereof for a period of at least ninety (90) days which substantially restricts the operation by Lessee;

ARTICLE 8: ALTERATIONS AND IMPROVEMENTS

All alterations, improvements and repairs in or to the leased premises of any kind, nature and description, not otherwise specifically set forth herein, are to be made at the expense of

Lessee. All such alternations and improvements shall be submitted to the Airport Director for his written approval prior to the commencement of work. All permanent improvements made to the leased premises shall become and form a part of the property of City.

ARTICLE 9: INDEMNITY

Lessee does hereby covenant and agree to indemnify and hold the City harmless for all fines, suit, claims, demands, actions and damages, including attorney's fees and any defense costs incurred by City, of any and every kind and nature by reason or any and all of their operations hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising out of their operations on the leased premises.

ARTICLE 10: INSURANCE

A. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, at its sole cost and expense, a public liability insurance policy, with an insurance company licensed to do business in the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises, including premises operations liability, products liability, liquor liability, contractual liability, vehicle liability and personal injury liability, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per incident, which names the City, its agents, officers and employees as named insured therein.

B. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, a Workman's Compensation insurance policy, meeting all requirements of the laws of the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises.

C. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, an insurance policy, providing for the bonding of any lien or privilege that may be filed against the City of Monroe, the Monroe Regional Airport or any property or assets of the City of Monroe or of the Monroe Regional Airport by laborers, suppliers or materials, suppliers of services or suppliers of equipment for use in the fulfillment of this Agreement which specifically includes the operations to be conducted with respect to the leased premises.

D. Lessee covenants and agrees to promptly notify the City of any change or notice of cancellation of any policy and/or surety required herein or the pending expiration thereof.

If for any reason, such policy or surety expired or is terminated, and as a result thereof, comparable insurance coverage or surety naming the City, its agents, and its employees as insured is not in force and effect, the City shall have the right to terminate this Agreement, effective immediately upon notice to the City.

ARTICLE 11: INSPECTION

City shall have the right to inspect the premises leased herein at all reasonable hours for the purpose of examining and inspecting the premises for purposes necessary, incidental to, or connected with the performance of any obligations incurred herein by either party or in the exercise of its governmental functions.

ARTICLE 12: INGRESS AND EGRESS

Subject to regulations governing the use of the Airport, Lessee, its employees, agents, patrons and invitees and its suppliers of services and materials shall have the right of ingress and egress to the leased premises.

ARTICLE 13: ASSIGNMENT

Lessee shall not have the right to assign, transfer, sublease, pledge, hypothecate, surrender, mortgage, or otherwise encumber or dispose of this Agreement or any portion of the same without the prior written consent of City.

ARTICLE 14: SIGNS

Lessee shall have the right to install, maintain and operate appropriate signs in the terminal building to advertise the Lounge, provided, however, that no sign shall be installed, maintained or operated without having first obtained the written consent and approval of the Airport Director, who shall have final approval over the location, number of signs and style of signs to be utilized.

ARTICLE 15: HOLDING OVER

In the event Lessee shall hold over or occupy the premises after the expiration of this Agreement, such action shall not be deemed a re-conduction or renewal of this Agreement, but shall only create a month-to-month tenancy, which may be terminated at any time by the City.

ARTICLE 16: NON-WAIVER

Any waiver of any breach of covenants herein contained shall not be deemed or considered to be a continuing waiver and shall not operate to stop or prevent either party from declaring or asserting any succeeding breach of the same or different covenants herein.

ARTICLE 17: AUDIT AND INSPECTION OF RECORDS

Lessee shall permit the authorized representative of the City to inspect and audit all data and records of Lessee relating to its performance under this Agreement. To the extent that Federal and/or State funds may be involved, the right to inspection and audit shall extend to authorized representatives of the applicable Federal and/or State agencies involved.

ARTICLE 18: INDEPENDENT CONTRACTOR

Lessee is an independent contractor, and retains the right and responsibility of exercising full control and supervision over its employees, their compensation and discharge, and agrees to be solely responsible for all matters relating to the administration and payment of its employees, compliance with all local, state and national regulations governing such matters, including but not limited to, minimum wage, social security, unemployment insurance, workman's compensation, non-discrimination, and applicable employment reporting requirements. Lessee agrees to be responsible for their own actions and any dishonest, fraudulent misconduct, negligence and/or intentional acts committed by its employees during the term of this Agreement.

Nothing herein shall create an employer-employee relationship, a partnership, a joint venture, trust or other fiduciary relationship between the City and Lessee.

ARTICLE 19: SURRENDER

Lessee shall make no unlawful or offensive use of said premises, and shall at the expiration of the term hereof, or upon sooner termination hereof, shall deliver the premises peaceably, quietly, and in good order and condition, reasonable wear and tear excepted, to the City.

ARTICLE 20: DEFAULT

The City may lawfully, at its option, immediately or at any time thereafter without demand or notice, enter into and upon the leased premises or any part thereof and repossess the same and expel Lessee and those claiming thereunder, and remove their effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any other remedy or rights which otherwise may be used, including but without limitations, actions for arrears of rent

or proceeding for breach of contract, upon the occurrence of any of the following:

A. If Lessee shall be in default in the payment of rent or consideration for a period of thirty (30) days;

B. If Lessee shall fail or neglect to do or to perform or to observe any of the covenants contained herein on their part to be done, kept or performed, and such failure shall continue for a period of not less than thirty (30) days after the City has notified the Lessee in writing of the said default hereunder, and Lessee shall have failed to correct such default within such said thirty (30) day period;

C. If Lessee shall be declared bankrupt or insolvent according to law;

D. If any assignment of its properties shall be made for the benefit of its creditors.

ARTICLE 21: NOTICE

Notice to Lessee means notice in writing addressed to Paul Michael Company; and/or Monroe Regional Airport, 5400 Operations Road, Monroe, Louisiana 71203.

Notice to the City means notice in writing addressed to the Airport Director, 5400 Operations Road, Second Floor, Monroe, Louisiana 71203.

ARTICLE 22: ENTIRE DOCUMENT

This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, either oral or written. No provision of this Agreement may be waived or amended except by the written consent of both parties.

ARTICLE 23: SEVERABILITY AND INTENT

Should any part, provision or provisions of this Agreement be declared to be unconditional, invalid or beyond the authority of either party to enter into or carry out, under any applicable statute or rule of law, such part, provision or provisions shall be deemed stricken from the document and such decision or declaration shall not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, 2014 at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE, LOUISIANA

By: _____
MAYOR JAMES E. MAYO, Lessor

PAUL MICHAEL COMPANY

By: _____
PAUL MICHAEL or DEBRA BAILEY,
Lessee

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was introduced by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE AUTHORIZING A FINANCING LEASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC FOR EQUIPMENT FOR CHENNAULT PARK AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, by Ordinance No. 11,493 adopted by the Monroe City Council on August 12, 2014, a lease by and between the City of Monroe and Jerry Pate Turf & Irrigation was approved; and

WHEREAS, the lease with Jerry Pate included various mowing equipment for use at Chennault Park for upkeep up the grounds and particularly the golf course and included a 48 month warranty on all equipment; and

WHEREAS, in order to finance the agreement between Jerry Pate and the City of Monroe there has to be a equipment lease agreement and Jerry Pate Turf and Irrigation has such financial arrangements with PNC Equipment Finance, LLC; and

WHEREAS, this arrangement does not cost the City of Monroe any additional funds.

THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to execute a lease agreement with PNC Equipment Finance, LLC as per the terms and conditions of the attached agreement attached hereto and further authorizing James E. Mayo to sign all documents necessary to accomplish the purposes of the lease agreement.

ORDINANCE INTRODUCED ON THE ___ day of _____, 2014.

NOTICE PUBLISHED on the ___ day of _____, 2014.

This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. 11,493

The following Ordinance was introduced by Wilson who moved for its adoption and was seconded by Ezeunk

AN ORDINANCE AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A LEASE BY AND BETWEEN THE CITY OF MONROE AND JERRY PATE TURF & IRRIGATION, INC., AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered, for and on behalf of the City of Monroe, Louisiana, to enter into and execute a Lease by and between the City of Monroe and Jerry Pate Turf & Irrigation, Inc., a copy of said Lease setting forth the terms and conditions thereof, being attached hereto and made a part hereof.

This Ordinance was INTRODUCED on the 22nd day of July 2014.

NOTICE PUBLISHED on the 24th day of July 2014.

This ordinance having been submitted in writing, introduced, and published was then submitted to a final vote as a whole, the vote thereon being as follows:

AYES: Armstrong, Ezeunk, Blakes, Wilson + Clark

NAYS: None

ABSENT: None

And the Ordinance was declared ADOPTED on the 12th day of August, 2014.

[Signature]
CHAIRMAN

Carolus S. Ruby
CITY CLERK
James E. Mayo
Mayor's Approval

Mayor's Veto

Lease Agreement

Dated as of August 18, 2014Lease Number 184681000

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee:	LESSEE FULL LEGAL NAME	FEDERAL TAX ID
	City of Monroe	726000903
	400 Lea Joyner Memorial	
	Monroe, LA 71201	

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Advance monthly; quarterly; semi-annual; annually; each in the amount of \$11,051.47 beginning _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it

eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized,

executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.
26. As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or

revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

29. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Monroe
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title:

Title:

Date

400 Lea Joyner Memorial
Monroe, LA 71201

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Louisiana.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 184681000

Quantity	Description	Serial No.
2	Toro Greensmaster 3150-Q	
2	Toro Greensmater 3150-Q	
2	Toro Reelmaster 5510-D 2WD T4F	
3	Toro Workman MD	
1	Toro Workman HDX 2WD	
1	Toro Mutli Pro 1750	
3	Toro Groundsmaster 7200	
2	Toro Groundsmaster 5900-D	
1	Toro Pro Pass 200 Base	
2	Toro Pro Force Blower	
1	Toro Groundsmaster 4000-D T4F	
1	Toro Versa Vac	
1	Toro Protection Plan	
1	Together with all attachments, tooling, accessories, appurtenances and additions thereto	

or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 2014 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Monroe
("Lessee")

X _____
Authorized Signature

Print Name

Title:

Date

400 Lea Joyner Memorial
Monroe, LA 71201

EMERGENCY ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Ordinance was introduced by Mr. _____ who moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE DECLARING THE CONDITION OF THE WATER LINE THAT SERVES CYPRESS POINT SUBDIVISION TO BE AN EMERGENCY, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, there is one water line which serves the neighborhood including the school in Cypress Point Subdivision; and

WHEREAS, two water pipe lines have failed this year most recently on September 5, 2014 wherein a 12" ductile iron pipe has deteriorated and a temporary repair clamp has been placed; and

WHEREAS, repair services have started, new lines are being engineered at this time and should the temporary repair clamp fail there would be no water into the existing neighborhood and school which would also impact sewer service.

WHEREAS, the costs to repair the collapsed lines would not be in excess of the bid law limits.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the 12" water line servicing Cypress Point Subdivision be and is hereby declared an emergency.

BE IT FURTHER ORDAINED that the Engineering Department be and is hereby authorized to proceed on this emergency repair and James E. Mayo, Mayor is authorized to sign all documents necessary to complete the project.

This Ordinance having been submitted in writing and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the ___ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO