

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – FEBRUARY 24, 2015, 6:00PM
CITY COUNCIL CHAMBERS

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MR. CLARK:

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 February 10, 2015:
(Public Comment)

V: PRESENTATION:

NONE.

VI: PUBLIC HEARINGS:

Public Comment:

NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 2915 South Grand Street (D4) (Owner - Edith Campbell Est)
2. 1620 South 4th Street (D4) (Owner - William Laurent)
3. 3401 Byers Street (D3) (Owner - PKC Investments, LLC)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Accept the bid of Bright Construction, LLC in the amount of \$39,325.00 for a structure located at **1410 South 6th Street, Ouachita Cotton Mills Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$14,325.00 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 January 29, 2015 and further providing with respect thereto.

(b) Accept the bid of Matcon Contractor's Inc. in the amount of \$30,050.00 for a structure located at **2611 South Grand, Grayling Bend Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$5,050.00 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 January 29, 2015 and further providing with respect thereto.

(c) Accept the bid of Matcon Contractor's Inc. in the amount of \$39,100.00 for a structure located at **1412 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$14,100.00 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 January 29, 2015 and further providing with respect thereto.

(d) Accept the bid of Bright Construction, LLC in the amount of \$34,225.00 for a structure located at **902 Luther Drive, Robinson Place Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$9,225.00 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 January 29, 2015 and further providing with respect thereto.

(e) Accept the bid of Bright Construction LLC in the amount of \$19,600.00 for a structure located at **805 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(f) Accept the bid Bright Construction, LLC in the amount of \$35,800.00 for a structure located at **3001 Bronson Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$10,800.00 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 bid on January 29, 2015 and further providing with respect thereto.

(g) Accept the bid of Matcon Contractors Inc. in the amount of \$21,820.00 for a structure located at **3009 Bronson Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(h) Accept the bid of Wilson Enterprise in the amount of \$11,800.00 for a structure located at **400 Morris Avenue, Newtown Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(i) Accept the bid of Wilson Enterprise in the amount of \$29,000.00 for a structure located at **2301 Wood Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$4,000.00 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 January 29, 2015 and further providing with respect thereto.

(j) Accept the bid Matcon Contractors, Inc. in the amount of \$16,700.00 for a structure located at **1400 Georgia Street, Terminal Heights Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(k) Accept the bid Matcon Contractors, Inc. in the amount of \$16,400.00 for a structure located at **203 Pecan Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(l) Accept the bid Bright Construction, LLC. in the amount of \$14,500.00 for a structure located at **900 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(i) Accept the bid Wilson Enterprise in the amount of \$21,900.00 for a structure located at **4008 Lee Avenue, Lee Avenue Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(m) Accept the bid of Wilson Enterprise in the amount of \$9,600.00 for a structure located at **1214 South 2nd Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

(n) Accept the bid of Wilson Enterprise in the amount of \$4,200.00 for a structure located at **510 South 1st Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Health and Safety Improvement Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$1,200.00 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 bid on January 29, 2015 and further providing with respect thereto.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

NONE.

2. Department of Administration:

Public Comment:

NONE.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor to sign a Professional Services Agreement with Douglas Breckenridge, Architect and Planner, LLC and further providing with respect thereto.

4. Legal Department:

Public Comment:

NONE.

5. Mayor's Office:

Public Comment:

NONE.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing James Mayo, Mayor, to enter into and execute an Engineering Services Agreement between the City of Monroe and Denmon Engineering at the Monroe Regional Airport, and further providing with respect thereto.

(b) Adopt a Resolution authorizing the acceptance of the quote from Stewart and Stevenson for replacement of the Electric Storage System (Battery) in Bus No. 906 of the Monroe Transit Department and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

NONE.

8. Police Department:

Public Comment:

NONE.

9. Fire Department:

Public Comment:

NONE.

10. Engineering Services:

Public Comment:

(a) Consider a request to authorize the Purchasing Manager to advertise for bids on the Parker St. Ditch Improvement Project. The estimated cost of this project is \$254,000.00.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to contract with Motorola Solutions for the Monroe Fire Department Communication Center, for a decrease in the contract amount of \$8,878.00 and to change the contract time and further providing with respect thereto:

(c) Adopt a Resolution approving and authorizing an agreement by and between the City of Monroe and the Ouachita Parish Police Jury relative to a Servitude Agreement to assist with drainage on Georgia Street and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance amending Ordinance No. 10,357 adopted on October 14, 2003, of Chapter 18.5, Entitled, "Historical Preservation" of the Code of Ordinances of the City of Monroe, Louisiana, and further providing with respect thereto. (P&Z)

(b) Introduce an Ordinance amending the City of Monroe's Purchasing Policy regarding Professional Services and further providing with respect thereto. (Armstrong)

(c) Introduce an Ordinance authorizing James E. Mayo, Mayor, to enter into an Infrastructure Development Agreement with Abdul Khaliq, Rana A. Khan and Taj M. Khan and further providing with respect thereto. (Legal)

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION SUBJECT TO PUBLIC HEARING:

Public Comment:

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

(b) Finally Adopt an Ordinance donating one parcel of real estate to Monroe Housing Authority pursuant to Louisiana Constitutional Article 7, Section B(6), and further providing with respect thereto. (Legal)

(c) Finally Adopt an Ordinance amending Chapter 37, Zoning, of the Code of the City of Monroe, Article II. Definitions and Rules of Interpretation, Section 37-21 Definitions, Article III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)

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**

District #4

Mr. Kenneth Wilson

District #5

Mr. Eddie Clark

City Council
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February 10, 2015
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 Mrs. Ezernack, Mr. Clark, Ms. Blakes, Mr. Wilson. and Dr. Armstrong

There was absent: None.

Chairman Armstrong announced that a quorum was present and that the Invocation and Pledge would be led by Mr. Wilson's designee, Minister Virginia Johnson, Assistant Pastor of New Galilee and Director of PEEP and Girls Can.

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

Mrs. Ezernack had no communications.

Ms. Blakes welcomed each one present and thanked them for coming out to the meeting and wished each one a Happy Valentine's Day. She announced the showing of the Black Heritage Play "A Badge of Honor" that would show for two nights at the Monroe Civic Center, Jack Howard Theatre.

Mr. Wilson welcomed each one present and acknowledged the absence of Ms. Bryant and Mr. Hackney; Mr. Wilson said that the Bible says "to train up a child when he is young and when he is old he will not depart from it" he acknowledged the youth from the PEEP organization to stand and the director, Minister Jenkins and he asked that they would come to the meeting to see how government works and said that the Council members met some of the youth present tonight; the youth attend the program four days a week at their after school program, the Boys to Men program and he thanked them for coming and the parents for allowing them to come; he thanked Chief Terry Williams and the employees for the smoke detectors as they went out and installed them for citizens; he thanked all in uniform and Chief Holmes as well; he said there was another bad accident at the corner of South 8th and Texas Avenue on Feb. 2nd; he said a Light for a Life is not asking for a lot and hopes the Administration and the Mayor and the Engineer would consider looking at it and that they talked about a round-about and other means and is hopeful that they will look at this again; he said they don't want to lose another life at this intersection; there have been a lot of calls about the Mac's Food parking lot on Winnsboro Road, there are a lot of pot holes in the parking lot and cars are being damaged from the parking lot pot holes and he asked that the Legal department or Dr. Vines to send a letter to the owner and get the parking lot addressed and that the time has lapsed since speaking with them over a year ago and the parking lot is still in bad shape; Mr. Wilson said he, Mr. Clark and the Mayor met and said when you talk about a vision, the book says in Rebekah to write the vision down and make it plain for the people; Mr. Wilson said it is good to pick up trash and do those types of things, but said the citizens need to know where we are going and what we are trying to accomplish and just looking at some of the things that we want to do, but that the citizens will see something and can grab to the vision and it starts with a cleanup and do agree with this, but, said his

grandmother said that if you keep giving a man a fish and he never learns to fish, but if you teach him how to fish then he has a fish for lifetime and this is his focus; showing the citizens what they can do to help the city and to renew the pride in the Southside as well as the City in Monroe and he will be meeting with the churches and Pastors, talking about South Monroe and things that can be done as a team; he thanked the Mayor, Council, employees and acknowledged the president of the union and his work in the parks throughout the city of Monroe.

Mr. Clark welcomed each one present and thanked them for attending the meeting.

Mayor Mayo had no communications.

Chairman Armstrong asked that Attorney George Britton would remain in your prayers during his illness and his recovery.

Upon a motion of Mr. Clark and seconded by Ms. Blakes, the minutes of the Legal and Regular Session of January 27, 2015 were unanimously approved as amended with changes made. (There were no comments from the public).

PRESENTATION: Ray Jones Jr. – SEDD

Mr. Jones in his presentation stated that it has been fun to him because he saw opportunity in what could take place; he gave the boundaries of the SEDD as being from DeSiard Street at the new Wal-Mart Market and travel five miles to North 9th Street and at Sleepy Hollow at the center of North 9th and go by Roosevelt Wright; center line of Washington Street down to Pendleton; the center line of Pendleton to Manassas; cross the railroad track alongside the civic center; the center line of the I-20 and drop off at South Grand, the center line there and go down to the Museum and everything on that side and going all the way down to Buckhorn Bend makes up the SEDD; all of the businesses at the Eastgate area is in the SEDD; he read what a political subdivision was but before he gave the definition of a political subdivision, stated that he spent a day in Denham Springs observing their economic development district in St. Tammany Parish and said he was broken hearted, when their Denham Springs Mayor told him that they adopted the political subdivision that they had no money, zero money and shared with him how it took place; everything in Livingston Parish that was collected taxes gave up a share of those taxes and they formed a Mutual covenant agreement, they raised six cents and the state gave them four cents and when the bonding commission totaled up their assets, they had fifty million dollars in a bond they could get, just for the first company they recruited to come there, the Bass Pro Shop; they hired 639 people, \$81 million dollars in retail sale, with a city population of 10,000; he said Bossier City and Denham Springs are the only two that has a Bass Pro Shop; he said what a political subdivision is able to do is to make life better for all citizens and it is a win, win situation, no one loses; a political subdivision are local governments created by the state to help fulfill their obligations; they include counties, cities, towns, villages, and special districts such as school districts, water districts, park districts, airport districts, and in the late 1990's there were almost ninety thousand political subdivisions in the US, like cities special districts are voluntary, they usually provide the services that a city or county might offer, while one city might run it on fire, water and parks department, another might get those services from three separate districts; they enjoy many of the powers given to cities, including eminent domain and the authority to tax, but they are comparatively free of beauracacy and is therefore much easier to create and control; they are also less accountable to the public, turn out in district election tend to be extremely low because special districts can operate with less visibility, some have been made to serve private interests and he gave an example of Walt Disney World Resort in Orlando Florida is also an improvement district, and Walt Disney influenced the creation of a special district in 1967 to prevent surrounding localities from interfering with the construction of its theme park; special districts finally became popular during the new deal when local governments on the verge of default used them to circumvent debt limits; the number of the special districts was more than doubled since then reaching almost 50,000 by the late 1990's. He asked that Mr. Wardell Coward pass out to Council the Monroe at a Glance and what it looks like, what is possible; he said there are 21,623 people living in zip code 71201; there are 1,589 businesses that are located in that zip code with 22,115 employees; 88.6% of the citizens in 71201 have a high school education; 56.8% of 71201 have 56.8 are college educated and professional degree; 71202 has 29,347 people and 271 businesses, 4, 411 employees, 70.8% have a high school education, 7.3% have a B.S. and 2.4% have a Master's degree or higher, but 15.7% is unemployed and said to the Council to please take the SEDD and understands that it is 14 years old and has had dilemmas and setbacks, but if the focus can be placed on what is possible, believes the Southside of Monroe can make a difference and asked that each one to look at their taxes and the registered voters in their districts and ask themselves a question; the least of our brethren, what can we do?

Ms. Blakes made a special Valentines presentation to two lucky winners who had the lucky heart agenda; they were Chief Williams and Ms. Terry Coates; the winners received a box of Valentine chocolates.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS:

1. 405 North 23rd Street (D3) (Owner - Rita Lynnee Turner, et al) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to be given 90 days or until May 10, 2015, in which to bring the structures into compliance with the code or demolish the structures and clean the lot. (There were no comments from the public).

Comments:

Mr. Curt Kelly said the property came before Council in August 2014 and the owner was given additional time, but didn't condemn the structure and nothing has been done to the structure and is the reason it is back before Council.

2. 3804 Polk Street (D4) (Owner - Bright Dwelling, LLC) Upon a motion by Mr. Wilson, seconded by Mr. Wilson and unanimously approved to be given 30 days or until April 10, 2015, in which to bring the structures into compliance with the code and not to demolish the structure. (There were no comments from the public).

Comments:

Mr. Curt Kelly said their office has been in contact with the owner of this property and he is in the process of renovating the structure and they were in the process of citing him before the structure burned back in August 2014, he had tenants in the house but had some electrical issues and has taken out the electrical components and in the process there was a fire in the house and he stated that only the front room sustained damage and Mr. Kelly assessed more damage to the house and is in the process of doing the work.

The owner, Mr. Wesley Lambright came forward and said he was out of town when the fire occurred, but that he is the process of repairing the house and stated he had pictures in his phone to show the progress of the repairs to the house; Mr. Wilson asked when the fire occurred and Mr. Kelly said October 2014; Mr. Kelly said it was written up prior to it being burned and he didn't get the ninety day timeframe. Mr. Wilson said he visited the property and that the owner is doing a good job and asked Mr. Kelly if he was satisfied, Mr. Kelly said he hasn't been inside of the structure, but he is satisfied based on the outside and that he has taken the proper permits out and the electrical inspector will inspect the inside of the structure; Mr. Wilson asked that the owner clean up the debris left by the construction workers; the owner said he has a trash trailer to pick up the trash.

Vice Chairman Blakes asked the owner if thirty days was sufficient, since he was trying and he said it was sufficient and should be done in two weeks.

Mrs. Ezernack asked Mr. Wilson if he was condemning the property and giving the owner thirty days; Mr. Wilson said no, that he was giving him thirty days to bring into compliance and that the owner will stay in touch with Code Enforcement, Mr. Kelly and he will follow up with Council

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Accept the bids of Premier Chemicals, TDC, LLC, Harcrose Chemicals, Tanner Industries, Ecothech Enterprises, Inc., Allied Universal, Brenntag SW and Geo for a one (1) year supply contract of various Water Treatment Chemicals #86-0884 as recommended by the Director of Administration. Funds will be derived from the Water Treatment Chemicals Account. The Vendors have been cleared by the Tax & Revenue Division. (There were no comments from the public).

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Clark and Voting YES: Dr. Armstrong, Ms. Blakes, Mr. Wilson and Mr. Clark; Voting NO: Mrs. Ezernack to Adopt Resolution No. 6393, by the City Council to form a committee of the council to study and suggest solutions, direction and funding for economic development. (Armstrong)

Comments:

Mr. Greg Smith, Executive Director of SEDD and appointed by the Mayor to serve as a liaison two years ago to try and spur on some development as it related to SEDD; he said as Mr. Jones alluded earlier, that there have been some standstill stagnant periods with SEDD although the documents that is there and is a good document, but things have not always gone as planned with it; he said since that time there have been some new appointments made and have gotten some things going on; he said as it relates to the committee that they would like to appoint, he said he voiced to Dr. Armstrong, in person, his feelings as well as the Mayor's feelings that they felt this would be redundant and not be necessary, especially given the fact that they would have eleven members overlooking the commission to develop yet, another study, they have enough studies; there is a HCND Southside Economic Development plan that was presented in June 2003; there is a Burns Consulting Group that came in October 2013, ten years after that emphasizing the use of a Main Street approach that is the same approach that the Downtown Economic Development District (DEDD) has utilized, to much success and finally there is the Land Use Study that was done in 2008 and is basically an inventory of commercial and industrial properties within the district; he said those studies are more than enough to provide guidance in relation to elevating South Monroe; he said there are also issues with the districting of the board, but is nothing that can't be easily addressed, for example, a lack of quorums and said tonight he is glad to see that four of the five appointed board members present and two other appointments need to be made; he said recently they have not had quorums and did not have quorums in January or February and was due to illness among members, but the fact that they have only had five of the seven and need four of those seven to show up, even though there are five members, therefore, they have not had quorums and have not gotten any business done. He said especially when they are working toward a project and needed to have meetings going on to actually get things done and this is not taking place. He said another issue is the tendency of some members to try to accomplish goals by themselves instead of working as a team to get things done; he said there have been things going on such as political action committees being formed in the name of SEDD, redundant 501c3's and even negotiating purchase of land without the knowledge, consent or vote of the full board or the knowledge of the Executive Director; membership has been at five since the August resignation of one member who felt compelled to step down after being called lazy and being accused of foot dragging in an effort to block a project and in reality she was simply asking that the process is outlined by the statute be utilized in pursuing that particular project; he said appointing a full board with members willing to attend meetings, be cordial to each other and follow the statute would be a step in the right direction toward SEDD improvement; perhaps some of the people being considered for the study committee that they would like to be put in place would be better utilized in appointing them to the SEDD to fill the vacant positions that are in place; he said as for the statute, it is a well thought out piece of legislation with all the proper mechanisms in place to help foster economic development and growth in South Monroe, but it can't be done without money and the statutes proposed funding mechanism of a hotel occupancy tax is not workable in the way that it is now setup and what needs to be done is to put energy towards revising that provision or coming up with a new mechanism altogether and he said a committee is not needed for that either; there are legislators for that and then the Council members and the Mayor need to work with the Legislators to get those types of things done; Mr. Smith said in summary what is needed is a fully functional board of commissioners working for the goals outlined in the statute; those appointments are in the hands of the Council, Mayor, Monroe Chamber of Commerce, and the African American Chamber of Commerce. Again, some of the appointments toward the proposed study committee will be better made towards the SEDD Commission and it would be a major step toward helping SEDD elevate South Monroe. He said to Councilman Armstrong that he talked with him about taking this off and perhaps

studying and revising this, but he wanted to voice his opinion as it related to this and the Mayor's opinion is also outlined. Thank you.

Mr. Ray Jones responded in regard to Mr. Smith's comments, stating, that he realizes there are a lot of challenges for the Southside Economic Development District (SEDD), from the day of its creation; he said they are all volunteers, from the district, they live there; they know what is happening and what is not happening; Senator Charles Jones in 1999 setup the Downtown Economic Development District (DEDD), the DEDD have a committee and it is called the Downtown Business Alliance with 17 members, they help guide and make decisions for DEDD; DEDD also have 67 members that are called Friends of Downtown; he said is sort of amazing to him and as a member of District 5, that every time the Southside Economic Development District (SEDD) comes up and he recommended to Dr. Armstrong to put together a committee to work to work with them; the committee is necessary; not to micromanage a political subdivision, but to have input, to help guide the City and guide the District; he said the SEDD statute does not require an Executive Director, but the Downtown (DEDD) requires one and he referenced 332740.49; to the Mayor and the Council, let's move the City forward with economic development; there is not self-appointed captain, but they see the great things that can happen; the SEDD is 14 years old, Senator Charles Jones had to make an amendment, back in 2003 just to get the hotel occupancy there and nobody initiated it in 9 years; he said he would let them make the decision, what shall they do? He said shall they allow the Southside Economic Development District (SEDD) to be dormant and nothing happen because of politics? He asked what the 20,000 registered voters want. What happens when you hit the streets and ask them what do they want? He said that is what this is about and we can no longer allow something to stand 14 years of dormancy and it gives the impression that when it comes to dealing with the African American community, it's never fully taken care of. He said that we will go along with the committee, but we don't go along with someone trying to micromanage; input is needed and if Holyfield, anybody, John Schween, anybody, he wants Winnsboro Road, Wilson Street, and South 2nd Street to look like Tower Drive and asked if this was wrong. He said we can take tax dollars and make it happen and said what would happen if Martin Luther King was the Mayor of the City of Monroe and Booker T Washington was the City Council Member for District 3; what would happen if W.E.B. DuBois was the City Council Member for District 4 and what would happen if Frederick Douglass was the City Council Member for District 5? He said the whole City of Monroe would prosper based on their teachings and asked that this would go forward and we work together, get a committee together and he recommended to Dr. Armstrong to get it done and make it happen and is a citizen of the Southside District 5 and want things to happen. Thank you.

Mrs. Ezernack asked Mr. Smith if there was a way that the actual people on the Board could ask for some of the people to assist them with ideas and so forth, without having a committee overseeing another committee; is there a vehicle there that you could do Friends of the Southside Economic Development District (SEDD) and some of the things that Mr. Jones mentioned. In response, Mr. Smith said that he was not sure, that it was actually Dr. Armstrong's committee recommendation and was not aware of it until tonight that Mr. Jones had asked him to put the committee together, but there have been attempts to form various groups such as what he talks in relation to downtown, but he said when they had the meetings, they have had either bickering and fighting or have also asked that various committees be put in place, such as what they have in place as it relates to social action committees and civic action committees and things like this, but those have not been put in place, and again all of the mechanisms are there in place, but you have to meet on a regular basis, have committee meetings on a regular basis to get all of the things done, but this is the first that he has heard, because they have not had any regular meetings at which to discuss these things; he said there have been committee meetings, of which he has not been present at and this is how this has come about; he said the way it is set up is that the committee that Dr. Armstrong is proposing is that each Council member will appoint two people, the Mayor will appoint one, there will be an eleven member committee to look at the various things that are talked about, but it does not say anything about interaction with the SEDD; he said maybe this is how Mr. Jones envisions it will go on, doesn't know; he said it is not outlined, it basically says it is a committee to look at the SEDD and doesn't have the answers to it because it is not something that came from SEDD, but it came from Dr. Armstrong.

Mrs. Ezernack said it seems it would be more feasible that it would come from within the SEDD, rather than someone overseeing the SEDD, which gives the appearance that this is what they are doing; Mr. Smith said this is what they have attempted to do and have talked about doing; he said they have a project that they are working on that needs to be worked on as well; he said they need people within the district, not only just residents, but also business owners within the district taking part in this and taking ownership, business owners outside of the district willing to invest in the district, those are the types of things that are needed and are trying to foster; he said at this point, putting another layer and another layer

on and then looking at the statute, misreading of the statute as it relates to the various things and as stated earlier, they have had a meeting as it related to the hotel occupancy tax, basically the CVB (Convention Visitors Bureau) can say yes or no on whether or not that hotel occupancy tax can take place, that is why it has not been acted on is because it is not actionable; he said they have people that continue to pursue that objective when there are other objectives, such as the Denham Springs and Gonzales example and it is a tremendous example that can be pursued, but should not waste efforts and energy going in other directions. Thank you.

Mr. Clark asked that a vote be called on the committee.

Department of Administration:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to consider an Application by Trent Turner Jr., dba Turner Food Systems, 322 Stadium Dr., Monroe, LA 71209 for a New 2015 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared) (There were no comments from the public).

(b) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to consider an Application by Trent Turner Jr., dba Turner Food Systems, 4201 Bon Aire Dr., Monroe, LA 71209 for a New 2015 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared) (There were no comments from the public).

(c) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to consider an Application by Trent Turner Jr., dba Turner Food Systems, 308 Warhawk Way, Monroe, LA 71203 for a Renewal 2015 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared) (There were no comments from the public).

(d) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to consider an Application by Amin Virani dba Smokers Oasis, 1900 Jackson St., Monroe, LA 71202 for a Renewal 2015 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared) (There were no comments from the public).

(e) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to consider request from the MIS Utilities Operation Division for approval for Purchasing to advertise for a one (1) year supply contract of Mobile Refuse Containers with the option of two (2) renewals. The Funds for these purchases will be derived from the Utility Operation Supply Account.

Comments:

Ms. Nell Bradley, citizen, asked for the cost. Ms. Ezernack stated it was only for the bid advertisement.

(f) Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to consider request from the Purchasing Division for approval to advertise for a one hundred eighty (180) day supply contract of Janitorial Paper Products. The funds will be derived from the Inventory Account, which has a balance of \$117,798.00. (There were no comments from the public).

Department of Planning & Urban Development:

Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to add to the agenda A Resolution accepting the DRA Grant and authorizing Chris Fisher, Director of Planning and Urban Dev., as the designated individual to act on behalf of the City of Monroe in all matters pertaining to the grant for the Fiscal Year 2014 award program cycle and further providing with respect thereto. (There were no comments from the public).

Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to adopt Resolution No. 6394, accepting the DRA Grant and authorizing Chris Fisher, Director of Planning and Urban Dev., as the

designated individual to act on behalf of the City of Monroe in all matters pertaining to the grant for the Fiscal Year 2014 award program cycle and further providing with respect thereto.

Comments:

Mr. Wilson thanked North Delta, Ms. James, Chris Fisher and staff for the hard work of getting this grant and said the citizens in the area needed the relief that the grant will provide.

Ms. Nell Bradley asked what the purpose of the grant was and why was it coming under Planning; Mr. Fisher said he applied for the grant and it is to repair sewer in south Monroe; Ms. Bradley asked why it didn't come under the sewer department and he said because he applied for the grant.

Legal Department:

Upon a motion by Mrs. Ezernack, seconded by Mr. Clark and unanimously approved to add to the agenda A Resolution waiving the technical provisions of Resolution No. 4506 of the City of Monroe setting forth internal purchasing provisions for the purpose of replacing some damaged flooring at the Henrietta Johnson and Marbles Recreation Centers and further providing with respect thereto. (There were no comments from the public).

Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6395, waiving the technical provisions of Resolution No. 4506 of the City of Monroe setting forth internal purchasing provisions for the purpose of replacing some damaged flooring at the Henrietta Johnson and Marbles Recreation Centers and further providing with respect thereto. (There were no comments from the public).

Mayor's Office: NONE.

Department of Public Works:

(a) Upon a motion by Mrs. Ezernack, seconded by Ms. Blakes and unanimously approved to consider request from the Public Works Department for authorization for the Purchasing Division to advertise for spraying of Cemeteries and Boulevards with an option to renew for two (2) additional twelve month periods at the same price, terms and conditions, not to exceed three (3) years. The funds for this purchase will be derived from the Spraying Account.

Comments:

Tom Janway, Public Works Director stated a correction to the request should be three years and not thirty years.

Ms. Nell Bradley asked why the two items could not be combined as one since they are both for spraying; Mr. Janway stated there are some herbicidal applicators that are comparable but that some cemeteries are very sensitive and some vendors don't bid on the type work is the reason it was split to be bided out.

(b) Upon a motion by Ms. Blakes, seconded by Mr. Clark and unanimously approved to consider request from the Public Works Department for authorization for the Purchasing Division to advertise for spraying of Drainage Channels and Levies with an option to renew for two (2) additional twelve month periods at the same price, terms and conditions, not to exceed three (3) years. The funds for this purchase will be derived from the Spraying Account. (There were no comments from the public).

Department of Community Affairs:

Upon a motion by Mr. Wilson, seconded by Mrs. Ezernack and unanimously approved to add to the agenda a Resolution authorizing James E. Mayo, Mayor, to execute a contract with Cooper Veterinary Clinic for services at the Louisiana Purchase Garden & Zoo and further providing with respect thereto. (There were no comments from the public).

Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to adopt Resolution No. 6396, authorizing James E. Mayo, Mayor, to execute a contract with Cooper Veterinary Clinic for services at the Louisiana Purchase Garden & Zoo and further providing with respect thereto. (There were no comments from the public).

Police Department: NONE.

Fire Department: NONE.

Engineering Services:

(a) Upon a motion by Mrs. Ezernack, seconded by Ms. Blakes and unanimously approved to consider a request to authorize the Purchasing Manager to advertise for bids on the MLU South Ramp Rehabilitation Project. The estimated cost of this project is \$450,000.00.

Comments:

Ms. Nell Bradley, citizen, inquired about the date of August 24, 2014 being the date of the project and wanted to know why it was just being brought up; Ms. Golden said it was brought before Council for authorization of advertisement, but learned that the public bid law had changed and they had to make changes and are now bringing it back before Council.

Mr. Wilson asked Ms. Golden if she had an update on the DBE Goals and the committee members as it has been requested of her in the past.

(b) Upon a motion by Ms. Blakes, seconded by Mrs. Ezernack and unanimously approved to consider a request to authorize the Purchasing Manager to advertise for bids on the MLU Obstruction Removal/Wildlife Hazard Mitigation Project. The estimated cost of this project is \$125,000.00. (There were no comments from the public).

(c) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6397, authorizing James E. Mayo, Mayor, to enter into and execute a contract with Ardaman & Associates Inc., to provide soil boring and testing services for the Bridge Repair/Reconstruction Project at Elm Street, 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 Adopt Resolution No. 6398, authorizing James E. Mayo, Mayor, to enter into and execute an Engineering contract with Dumas & Associates, Inc. for Professional Services to perform interim Bridge inspections and further providing with respect thereto.

Comments:

Ms. Nell Bradley, citizen, asked for the total amount of the project; Ms. Golden said the way that it is set up is that it can't exceed \$6500 in each twelve month period and it may be less depending on within the course of the cycle of the bridge inspection by DOTD that will have to do six month inspections or not and it has been setup like this for a number of years; Dumas & Associates has always done the inspection work for the city; Ms. Bradley asked if this was needed every two years; Ms. Golden stated that the contract was a two year contract and the inspection schedule falls on a six month period and the six month period sometimes coincide with the time that DOTD does the inspection and when this happens Dumas does not inspect; DOTD does inspections every two years and some bridges must be inspected during a six month and some on a twelve month basis and the six and twelve month interim inspections are the responsibility of the city; the cycle is managed so that nothing is duplicated; \$6500 in fees and this is from the engineering budget and would be eligible for the set aside funds in the street and dedicated tax.

(e) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6399, authorizing James E. Mayo, Mayor, to execute Change Order No. Four (4) to Monroe Civic Center Generator Project, between the City of Monroe and Central Electric

of West Monroe, Inc., for an increase in the contract amount of \$4,301.22 further providing with respect thereto. (There were no comments from the public).

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon a motion by Mr. Clark, seconded by Mr. Wilson 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 Willie Ray Moffitt at the airport for certain property located at the Monroe Regional Airport, and further providing with respect thereto. (Airport) (There were no comments from the public).

(b) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Introduce an Ordinance donating one parcel of real estate to Monroe Housing Authority pursuant to Louisiana Constitutional Article 7, Section B(6), and further providing with respect thereto. (Legal) (There were no comments from the public).

Comments:

Mr. Wilson thanked Ms. Summersgill for hiring a curator and hopefully some things can be done.

Dr. Armstrong noted a change to Legal that the name in the document should be Frank Wilcox.

(c) Upon a motion by Mr. Clark, seconded by Ms. Blakes and unanimously approved to Introduce an Ordinance amending Chapter 37, Zoning, of the Code of the City of Monroe, Article II. Definitions and Rules of Interpretation, Section 37-21 Definitions, Article III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)

Comments:

Ms. Nell Bradley, citizen, stated that she is not against this item, but that there are a lot of steps to get this okayed; she said there was an amendment on it that would allow Planning and Zoning to make minor changes and stressed the point that we should make sure that all steps are followed so that we won't end up with another Lamy Lane.

RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION:

(a) Ordinance No. 11,543 was offered for final adoption by Mrs. Ezernack and on her motion seconded by Mr. Clark was unanimously approved to Finally Adopt and amend the Zoning Map for the City of Monroe, Louisiana to create Blue Heron Haven Planned Unit Development, a ±6.6 acre tract of land, presently located in Ouachita Parish and more particularly described as follows: Lots 9-32, Block B of Egret Landing Subdivision – APPLICANT – Joe Holyfield (P&Z)

The Chairman opened the Public Hearing and coming forward:

Ms. Nell Bradley stated there was a lot of steps including preliminary and primary applications to get this approved and is asking that Planning and Zoning would pay strict attention and make sure all steps are followed; all we want in this city is transparency, because we don't want another episode like we got at Lamy Lane.

Seeing no one else come forward the hearing was closed.

(b) Ordinance No. 11,544 was offered for final adoption by Mr. Clark and on his motion seconded by Ms. Blakes was unanimously approved authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Central Station at the airport for certain property located at the Monroe Regional Airport, and further providing with respect thereto. (Airport)

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

(c) Ordinance No. 11,545 was offered for final adoption by Mrs. Ezernack and on her motion seconded by Mr. Wilson was unanimously approved amending and adjusting the City of Monroe Operating Budget for the fiscal year 2014-2015. (3rd Q) – (Admin.)

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

(d) Ordinance No. 11,546 was offered for final adoption by Ms. Blakes and on her motion seconded by Mr. Wilson was unanimously approved authorizing the City of Monroe to take corporeal possession of the property described below and sell to Regina Wright, all rights, title and interest that the City may have acquired to Lot 18, Square 7, Booker T. Washington Addition, Ouachita Parish, 3003 Barlow Street, District 3, Monroe, La, by adjudication at Tax Sale dated July 18, 1996, and further with respect thereto. (Legal)

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

CITIZENS PARTICIPATION:

1. Ms. Gloria Walker stated in reference to the SEDD asked that the chairperson would let them know who the members are and if the five that are appointed to the board are not willing to serve then they need to get off and get some new members on the committee to meet the quorum.

2. Ms. Theresa Glavin said she sent an email to her Councilmember in December when she learned that Planning and Zoning was updating the map, she specified in the email that the property owner next to Kingsport Lot had gone to Planning and Zoning to find out why he was R-2 and Kingsport was R-3 and was told by them that it was a mistake and they are R-3; she said the map came out and the change is on there and she has looked at the charter and it states that when there is any adoption, amendments, or modifications to the map that it requires an Ordinance; it also states that Planning and Urban Development only does maintenance on the map and she asked when the public hearing was held because you must have a public hearing and she asked when was the Ordinance passed to modify the zoning map to change the property to R-3; she said the Council were not doing their job and are not finished with Kingsport and here we are again and it is unlawful what they (Planning and Zoning) are doing and they do not have the authority to change the map and the authority to change the map is given to the City Council and asked what does it take; she said she had to go to the Mayor to ask him to do the job of the Council, because they would not look into anything and that Planning and Zoning is overstepping their boundaries; she said she began calling state agencies and they told her to contact the Inspector General office and it is a shame that she will have to go outside of the city to get the job done and said if they (Council) don't want to do the job, to vacate the seat; she said she was here in December and is back and the very same thing happened with Kingsport.

Dr. Armstrong stated that the role of the Council is not enforcement, it is legislation. The City Council cannot pass an Ordinance that is in the middle of a dispute that affects one party in one way or another, this is something that must be dealt with by Administration; Ms. Glavin stated it is the role of Council.

3. Ms. Isabell Powell, spoke on behalf of her and other senior citizens, stated, that she didn't know if it was Council or the Mayor and his Administration, but that they took the extended pay off the water bills and a lot of people that cannot afford to pay the water bills do not have the money; the extension was there before, during the previous Administrations and this Administration took it away from the poor and said it was wrong and this is hurting the city; she said they are not helping poor people they are making it hard for poor people; she said this is the worst Administration that has ever come through the City of Monroe because they have never taken anything from poor people.

4. Ms. Esther Gallo asked that her comments be a part of the Council minutes as proof that it was brought before Council; she spoke in regard to the Senior Village in Booker-T; she said there are 7.2 acres of land was developed for Senior citizens and all of a sudden she found that there is an alternative school that has been placed in the old assistant living building. She love for children to get an education, but to put that

type of zoning in the Senior village, she can't understand how it happened; she asked even when it happened are they telling her that they (Planning and Zoning) went out when it happened and were okay with putting the kids up on the senior citizens; she has had two seniors to move because of the noise from the buses; she said when she designed the building, she had to put in an extra \$122,000 in there because she developed a driveway, not a street; there are two buses there that she brought before the City and now her driveway is busted up; she asked what is she supposed to do; she said when someone comes to Planning and Zoning, that someone needs to look at the zoning; she said they can't tell her that they felt comfortable putting the school right up on the senior citizens, the school which has students ages 16-22; she asked what if their mom lived there; she said there are two buses sitting behind one of her complexes that wakes up her citizens every morning and the buses should not be running on her driveway; she said she has brought it up before and don't understand how they got a certificate of occupancy because the land is not even subdivided right; Ms. Gallo said she wanted to bring it up so that it could be a matter of Council agenda and prove that it was brought before them.

There being no further business to come before the council, the meeting was adjourned at 7:23 p.m., upon motion of Ms. Blakes and seconded by Mr. Clark.

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; you can also visit <http://www.monroela.us/city-council.php> to listen to the recorded Council meeting in its entirety.



CITY OF MONROE, LOUISIANA

LEGAL DEPARTMENT
CIVIL DIVISION

TEL (318)329-2240 FAX (318)329-3427
400 Lea Joyner Memorial Expressway
P.O. Box 123
Monroe, Louisiana 71210-0123

ANGIE D. BALDWIN
Assistant City Attorney

NANCI S. SUMMERSGILL
City Attorney

MEMO

DATE: February 17, 2015
TO: CAROLUS RILEY
FROM: BROWNIE BARBO
RE: CONDEMNATIONS FOR CITY COUNCIL ON FEBRUARY 24, 2015

Please place the following condemnations on the agenda for the City Council on
FEBRUARY 24, 2015

1. 2915 South Grand Street (D4) (Owner - Edith Campbell Est)
2. 1620 South 4th Street (D4) (Owner - William Laurent)
3. 3401 Byers Street (D3) (Owner - PKC Investments, LLC)

c: Alecia Murphy
Catherine Robinson
Karen Wilson
Curt Kelly
Hubert Murphy
Darryl Berry
Stacy Newbill

Memo

To: Chris Fisher

CF

From: Alecia Murphy

Date: February 16, 2015

Re: Community Development Council Agenda Items

Attached are the Community Development Division's items to be placed on the City Council agenda for February 24, 2015.

If you should have any questions please advise.

Thanks.

COMMUNITY DEVELOPMENT DIVISION

Agenda Items for February 24, 2015

1. Accept the bid of Bright Construction, LLC in the amount of \$39,325.00 for a structure located at **1410 South 6th Street, Ouachita Cotton Mills Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$14,325.00 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 January 29, 2015 and further providing with respect thereto.
2. Accept the bid of Matcon Contractor's Inc. in the amount of \$30,050.00 for a structure located at **2611 South Grand, Grayling Bend Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$5,050.00 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 January 29, 2015 and further providing with respect thereto.
3. Accept the bid of Matcon Contractor's Inc. in the amount of \$39,100.00 for a structure located at **1412 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$14,100.00 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 January 29, 2015 and further providing with respect thereto.
4. Accept the bid of Bright Construction, LLC in the amount of \$34,225.00 for a structure located at **902 Luther Drive, Robinson Place Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$9,225.00 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 January 29, 2015 and further providing with respect thereto.

5. Accept the bid of Bright Construction LLC in the amount of \$19,600.00 for a structure located at **805 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
6. Accept the bid Bright Construction, LLC in the amount of \$35,800.00 for a structure located at **3001 Bronson Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$10,800.00 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 bid on January 29, 2015 and further providing with respect thereto.
7. Accept the bid of Matcon Contractors Inc. in the amount of \$21,820.00 for a structure located at **3009 Bronson Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
8. Accept the bid of Wilson Enterprise in the amount of \$11,800.00 for a structure located at **400 Morris Avenue, Newtown Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
9. Accept the bid of Wilson Enterprise in the amount of \$29,000.00 for a structure located at **2301 Wood Street, Renwick Addition** under the **Community Development Block Grant (CDBG) Emergency Moderate 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 \$4,000.00 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 January 29, 2015 and further providing with respect thereto.

10. Accept the bid Matcon Contractors, Inc. in the amount of \$16,700.00 for a structure located at **1400 Georgia Street, Terminal Heights Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
11. Accept the bid Matcon Contractors, Inc. in the amount of \$16,400.00 for a structure located at **203 Pecan Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
12. Accept the bid Bright Construction, LLC. in the amount of \$14,500.00 for a structure located at **900 South 6th Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
13. Accept the bid Wilson Enterprise in the amount of \$21,900.00 for a structure located at **4008 Lee Avenue, Lee Avenue Neighborhood** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.
14. Accept the bid of Wilson Enterprise in the amount of \$9,600.00 for a structure located at **1214 South 2nd Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Emergency Moderate 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. This structure was bid on January 29, 2015 and further providing with respect thereto.

15. Accept the bid of Wilson Enterprise in the amount of \$4,200.00 for a structure located at **510 South 1st Street, Ouachita Cotton Mills** under the **Community Development Block Grant (CDBG) Health and Safety Improvement Program** as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. The homeowner is responsible for \$1,200.00 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 January 29, 2015 and further providing with respect thereto.

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH DOUGLAS BRECKENRIDGE ARCHITECT AND PLANNER, LLC 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 surveys,

WHEREAS, the City of Monroe, through its Planning and Urban Development Department and Planning and Zoning Division, administers the Historic Preservation Ordinance of the City of Monroe and acts as staff support for the Heritage Preservation Commission for the City of Monroe; and

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

WHEREAS, the Louisiana Division of Historic Preservation, Office of Cultural Development, Department of Culture, Recreation and Tourism has awarded a grant that provides funds for such projects under the CLG Historic Preservation Planning Grant, and

WHEREAS, Douglas C. Breckenridge Architect and Planner, LLC. has agreed to conduct the survey. 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 to sign and execute a professional services agreement with Douglas C. Breckenridge Architect and Planner

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 _____, 2015.

CHAIRMAN

CITY CLERK



AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICE

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between CITY OF MONROE, hereinafter referred to as "OWNER" and DOUGLAS C. BRECKENRIDGE ARCHITECT AND PLANNER, LLC, hereinafter referred to as "CONSULTANT".

WITNESSETH: that;

WHEREAS, the OWNER proposes to undertake a project to resurvey the three local historic districts in the City of Monroe, hereinafter referred to as "Districts"; and

WHEREAS, the OWNER desires to engage Consultant for the purpose of resurvey said "Districts"; and

WHEREAS, the OWNER has offered to engage the CONSULTANT to resurvey, prepare survey forms and to create a Historic Preservation Database in an Excel spreadsheet with the information from the survey; and

WHEREAS, the CONSULTANT is agreeable to undertaking the required service under conditions and for fees set forth in this contract.

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

The OWNER hereby employs and retains the CONSULTANT as set forth below:

SCOPE OF WORK:

The City of Monroe, a Certified Local Government, through its Heritage Preservation Commission (HPC) and the Planning and Zoning (P&Z) Office, has identified the need for the three local historic preservation districts located in the City of Monroe to be re-surveyed in order to determine if any of the districts have gained or lost any of its contributing elements. These surveys will be used to not only determine if any contributing elements have been gained or lost but will provide an up to date inventory of the existing structures within each of the three historic districts. Future plans call for a survey of areas that may have become historic since the districts were originally created.

The HPC and P&Z Staff will assist the consultant in the preparation of the survey information. The survey, completed by the consultant will include:

- Site maps indicating the location of each surveyed structure
- Completed paper survey forms for each structure within survey area
- Digital copies of completed survey forms
- Digital copies of photographs taken of the structures and streetscapes
- Digital copies of completed Division of Historic Preservation Database in an Excel spreadsheet

All grant activities must occur July 1, 2014 and June 30, 2015.

The Principal Investigator will work closely with members of the Project Director and 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.

The amount of funds requested from the State Division of Historic Preservation along with the matching funds from the City of Monroe is not enough to complete the survey of all three local historic districts. The Consultant and the Project Director have determined that the project will begin with the smallest local district, the Henry Bry Historic District and if time and funds permit, continue on to the Don Juan Filhiol Historic District and then the Louis de Alexander Breard Historic District. The City of Monroe will apply for additional funding in the next cycle of CLG grants to complete the survey project.

CONSULTANT FEE:

Consultant shall be paid a total of Six thousand and no/100 (\$6,000.00) DOLLARS, said amount to be invoiced on a monthly basis and approved by Joanne Poret in the Department of Planning and Urban Development.

Cancellation of Contract – The City reserves the right to cancel any agreement at any time upon 90 days prior written notice of its intent to terminate any agreement. The contracted firm shall provide the City at least 90 days prior written notice of its intent to terminate any agreement.

WITNESSES:

JAMES E. MAYO, MAYOR

THUS DONE AND SIGNED before me, Notary, this ____ day of _____, 2015 in
Ouachita Parish, Louisiana.

NOTARY

WITNESSES:

DOUGLAS BRECKENRIDGE, PRINCIPLE

THUS DONE AND SIGNED before me Notary, in Ouachita Parish, Louisiana this
____ day of _____, 2015.

NOTARY

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES MAYO, MAYOR, TO ENTER INTO AND EXECUTE AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF MONROE AND DENMON ENGINEERING AT THE MONROE REGIONAL AIRPORT, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, funds are available through annual AIP funding for the Monroe Regional Airport; and

WHEREAS, there is a Master Service Agreement with Denmon Engineering for professional services at the Monroe Regional Airport.

THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the Monroe Regional Airport, be and it is hereby authorizing James Mayo, Mayor, to enter into and execute an Engineering Services Agreement between the City of Monroe and Denmon Engineering, at the Monroe Regional Airport as per the attached Agreement.

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 _____, 2015.

CHAIRMAN

CITY CLERK

ENGINEERING SERVICES AGREEMENT

STATE PROJECT NO. H.xxxxxx
FAA's AIP NO. 3-22-0033-xxx-2015
DEC PROJECT NO. 15-02-01
TW THERMOPLASTIC PAVEMENT MARKINGS
MONROE REGIONAL AIRPORT
CITY OF MONROE
OUACHITA PARISH

This Agreement, made and entered into this ___ day of _____, 2015, by and between the City of Monroe, hereinafter called the Owner, and Denmon Engineering Company, Inc., hereinafter called the Engineer.

WITNESSETH: That;

WHEREAS, the Owner has entered into a Master Engineering Services Agreement with the Engineer in 2012 for the necessary surveying and engineering to construct several projects, including this proposed project, on the Monroe Regional Airport; and

WHEREAS, the Owner proposes, in concert with the Federal Aviation Administration, hereinafter called the FAA; and the Louisiana Department of Transportation and Development, hereinafter called DOTD, to Design MLU Taxiway Thermoplastic Pavement Markings, hereinafter called the Project, in accordance with guidelines established by the FAA and DOTD; and

WHEREAS, the Owner, with the approval of the FAA and DOTD, desires to obtain a professional engineer for the necessary surveying and engineering services sufficient to bid, award and supervise and inspect the project; and

WHEREAS, the Engineer is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner;

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

**ARTICLE 1
EMPLOYMENT OF ENGINEER**

1.1 The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow.

1.2 The Engineer agrees to proceed upon written authorization by the Owner, the FAA and DOTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

**ARTICLE 2
PROJECT IDENTIFICATION**

2.1 The project covered by this Agreement shall consist generally of the necessary surveying and engineering services sufficient to bid, award and supervise and inspect construction of the project to apply Taxiway Thermoplastic Pavement Markings at the Monroe Regional Airport.

2.2 DOTD Project No. H.xxxxxx and FAA Project No. 3-22-0033-xxx-2015 have been assigned to identify this project. All correspondence, invoices, progress reports, etc., required in connection with this project shall be identified with both of these numbers.

**ARTICLE 3
CHARACTER AND EXTENT OF BASIC SERVICES**

3.1 GENERAL

3.1.1 The Engineer shall render the professional services necessary for the development of the Project in accordance with both the FAA and DOTD requirements. These services will include serving as the Owner's professional engineering representative for the Project and providing professional engineering consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I	Preliminary Phase
Phase II	Design Phase
Phase III-A	Construction Services Phase
Phase III-B	Inspection Services Phase

3.1.2 The phases are described more specifically as follows:

3.2 PHASE I - PRELIMINARY PHASE

3.2.1 Attend preliminary conferences with the Owner, the FAA, DOTD and other interested parties to review available data and to clarify and define the requirements of the Project. Assist the owner in initial request for funding from the FAA and DOTD, providing a description of the problem, proposed solution, sketch of work area and semi-accurate cost estimate (to be refined as project design continues). If an Environmental Assessment is needed, he will assist the Owner in preparing the required four letters. If Environmental Impact Assessment Reports are required, he will assistance to the Owner in preparing for, and attending, public hearings.

3.2.2 Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities to come up with the best possible solutions for the problems.

3.2.3 Prepare a preliminary engineering report on the Project in sufficient detail to indicate generally the problems involved and the alternative solutions available to the Owner; to include preliminary sketches, preliminary cost estimates for the Project; and, to set forth clearly the Engineer's recommendations. Furnish the Owner with six (6) copies of the report.

3.2.4 Markup six (6) copies of the existing Airport Layout Plan (ALP) to locate the necessary changes. Include with Engineer's Report. This is not a full ALP update, just a sketch on the ALP to show the location of the required work.

3.2.5 Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Design surveys shall be performed by the Engineer in accordance with the requirements specified in the most current edition of the LA DOTD Location & Survey Manual. Boundary and right-of-way surveys are excluded.

3.2.6 Establish the scope of any soils and foundation investigations or any special surveys, boundary surveys or special tests which, in the opinion of the Engineer, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

3.2.7 Prepare six (6) sets of preliminary drawings marked "Preliminary" for review prior to Plan-in-Hand meeting. Drawings shall have sufficient context to verify the problem and the engineer's solutions (possibly multiple solutions to given problem).

3.2.8 If any of the approving authorities determines that a plan-in-hand inspection is required, the Owner and Engineer shall schedule a plan-in-hand field inspection with members of the FAA and DOTD at a time and date mutually agreed to in advance by all parties.

3.3 PHASE II - DESIGN PHASE

3.3.1 Subsequent to the plan-in-hand review and receipt of all comments, the Engineer shall accumulate such changes in the plans as necessary to reflect agreements reached at this stage.

3.3.2 Attend any meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

3.3.3 Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

3.3.4 For wheel loads up to 60,000 pounds, the design shall be in accordance with Louisiana General Aviation Specification Workbook, and the Louisiana Standard Specifications for Roads and Bridges, current editions. For designs over 60,000 pounds, the design will be based on the current FAA Airport Design Standard (AC 150/5370-10A).

3.3.5 The format of the plans shall conform to the standards used by the FAA and DOTD in the preparation of its contract plans for items of work of similar character. The safety plan should be included on the second or third page of the plans.

3.3.6 Specifications for the project shall be in accordance with the most current applicable FAA Advisory Circulars and such special specifications as may be required by the project. Any exceptions to these Standard Specifications shall have prior approval of both the FAA and DOTD. The changes will be crossed out, with the exception noted on colored paper in front of that section.

3.3.7 After correction and completion of the revised plans, furnish the Owner six (6) complete sets of the plans dated and stamped "Advance Check Prints", together with six (6) copies of the draft specifications including the bid proposal and six (6) copies of the project cost estimates, for review by the Owner and approving authorities.

3.3.8 Upon completion of the review of the Plans, Specifications and Cost Estimates (PSE) by all parties, they shall send the comments to the Engineer so he can make revisions. After revisions have been completed, the Engineer shall resubmit the plans with corrections noted.

3.3.9 After final acceptance the engineer shall submit to the Owner six (6) sets of PS&E stamped "Final", with the Professional Engineers seal, signature and date.

3.3.10 All Plans shall be prepared on the latest versions of Intergraph or AutoCAD, and shall be of the highest quality workmanship. Any copies of the plans, specifications and contract documents, requested by the Owner in writing, in excess of the amounts previously specified, will be paid for under the provisions for Contract Changes.

3.4 PHASE III-A CONSTRUCTION SERVICES PHASE

3.4.1 Assist the Owner with the grant application to the FAA. Send a copy to DOTD.

3.4.2 Assist the owner in the advertising of the Project for bids. Provide up to thirty (30) sets of Plans and Specifications for bid purposes.

3.4.3 Conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers.

3.4.4 Furnish tabulation and analysis of bids received and make recommendations to the Owner for award of construction contracts. Engineer will check each bid envelope prior to opening for required information. If all information is not there, the envelope will be returned unopened. He will also check the bids once opened for all required information. If any abnormalities are there, the bid will be rejected and the bidder notified in writing why his bid was rejected. Engineer will make a tabulation that includes the Engineers Cost Estimate and all bidders' estimates, by line items as well as totals. If bid has alternates, these must be shown too. Engineer will make a recommendation based on lowest responsible bidder and assist the Owner in the preparation and execution of formal contract documents for the construction contracts.

3.4.5 Attend and prepare a record of, a pre-construction conference with representatives of the Owner, the FAA and DOTD, the Contractors and any other interested parties. Provide the required sets of Plans and Specifications for construction and inspection purposes.

3.4.6 Perform the necessary field surveys for establishing horizontal and vertical controls for the use of the contractors during the performance of the construction.

3.4.7 Make periodic visits to the site (as distinguished from the continuous services of a resident project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. These periodic visits shall be made a minimum of once each week during times of active construction. Provide the owner recommendations field design changes if warranted by differing site conditions.

In the performance of these services, the Engineer shall endeavor to protect the Owner against defects and deficiencies in the work of the contractors, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of the construction operations or for any safety measures the contractors take or should take.

3.4.8 Approve samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data submitted by the contractor.

3.4.9 Prepare periodic and final estimates for payments to the contractors, and furnish the Owner any necessary certifications as to payments to contractors and suppliers; assemble written guarantees and operating manuals for equipment installed under the Project for delivery to the Owner.

3.4.10 Observe operation of the Project, and observe on a periodic basis the results of performance tests required by the specifications.

3.4.11 Host final inspection of the Project for conformance with the design concept of the Project and compliance with the contract documents, and approve, in writing, final payment to the contractors.

3.4.12 Upon completion of the project, revise contract drawings with the assistance of the resident project representative to show the work as actually constructed, including any changes made to the original design during construction. The drawings shall be dated and stamped "As-Built". Furnish the Owner, FAA and DOTD one hardcopy set of the record as-built plans and one copy of plans and specifications on electronic media on 3.5 inch, IBM compatible diskette for DOTD. Diskette(s) shall be labeled so as to include the airport, AIP number, state project number, project description, the computer application(s) the files stored thereon were produced in (AutoCAD or Intergraph with version number), as well as the filename(s). If the files are compressed, include a copy of the uncompressed file on the initial diskette.

3.4.13 Conduct another inspection of the Project prior to the expiration of any warranty period and advise the Owner of any recommended action, if any, to be taken under the terms of any warranty.

3.5 PHASE III-B INSPECTION AND TESTING SERVICES

Furnish a resident project representative, and other field personnel as required, for continuous on-site observation and testing as needed of the construction. Material testing required by outside sub-consultant is not a part of this contract. Engineer will assist Owner in determining the type and amount of testing required and will assist Owner in receiving quotes to accomplish this work.

ARTICLE 4 SPECIAL SERVICES

4.1 GENERAL

4.1.1 The professional services set forth in this article are not included as a part of the basic services to be provided under Article 3. In the event that the following Special Services of the Engineer are required, compensation for such services will be provided as a Contract Change. No Special Services shall be performed by the Engineer unless authorized in writing by the Owner, the FAA and DOTD.

4.2 SPECIAL SERVICES

4.2.1 Boundary, land and right-of-way surveys, establishment of monuments and related office computations and drafting.

4.2.2 Preparation of property or easement descriptions and related drawings.

4.2.3 Assistance to the Owner as an expert witness in any litigation with third parties arising from the development or construction of the Project.

4.2.4 Appearance before regulatory agencies beyond that normally required under the Basic Services, when authorized by the Owner.

4.2.5 Detailed mill, shop and/or laboratory inspection of materials or equipment.

4.2.6 Additional copies of reports, plans, specifications and documents above the number specified to be furnished under the Basic Services.

4.2.7 Travel and subsistence for the Engineer and his staff beyond that normally required under the Basic Services, when authorized by the Owner.

4.2.8 Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.

4.2.9 Actual performance of soils and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

4.2.10 Extensive revision of contract drawings after the Owner has approved a definite plan.

4.2.11 Preparation of feasibility or rate-making studies. Any other services required for the Project, authorized in writing by the Owner, and not otherwise provided for in this agreement.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

5.1 In addition to any services previously indicated to be performed by the Owner at no cost to the Engineer, the Owner will furnish without charge, the following services and data.

5.2 Provide all criteria and full information as to the Owner's requirements for the Project, including, but not limited to, design objectives and constraints, capacity and performance requirements and budgetary constraints; furnish copies of all design and construction standards which the Owner will require to be used for the Project.

5.3 Assist the Engineer by placing at his disposal all available plans, specifications, maps, field notes, previous reports, statistics and other data in the Owner's possession relative to the existing facilities and to the Project.

5.4 Furnish the Engineer, as required for the performance of the Engineer's services, any data that may have been prepared by or services performed by others including, but not limited to, soils and foundation investigations, boundary and right-of-way surveys and Environmental Impact Assessment reports, as appropriate.

5.5 Arrange for access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform the services under this Agreement.

5.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

5.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project.

5.8 Provide such accounting, independent cost estimating (or DOTD estimate review) and insurance counseling services as may be required for the Project. Owner may require or the Engineer may reasonably recommend with regard to legal issues pertaining to the Project, including any that may be raised by contractors. Owner may require special auditing to ascertain how and for what purpose any contractor has used the monies paid to him under the construction contract. During inspection services, the Owner may require to ascertain that contractors are complying with any law, rule, or regulation applicable to their performance of the work.

5.9 Designate in writing a person to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

5.10 Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractors. Owner has the ultimate responsibility for ensuring any defects or problems are corrected.

5.11 Furnish, or direct the Engineer to provide, necessary Special Services or other services as required.

**ARTICLE 6
GENERAL REQUIREMENTS**

6.1 It is the intent of this Agreement that, with the exception of the data specifically listed to be furnished by the Owner, the Engineer shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and implement the Preliminary Phase. All items required to accomplish these results, whether or not specifically mentioned in this Agreement, are to be furnished at a cost not to exceed the maximum amount established by this Agreement.

6.2 It is understood that the preparation of preliminary and final plans, specifications, estimates and all other work required of the Engineer under this Agreement shall be performed to the satisfaction and approval of the Owner, the FAA and DOTD. FAA specifications are to be followed first, with DOTD second. Errors and omissions in plans discovered subsequent to final acceptance by the Owner, the FAA and DOTD shall be corrected by the Engineer without additional compensation.

6.3 Immediately upon receiving authorization to proceed with the work, the Engineer shall prepare and submit to the Owner for subsequent submittal to the FAA and DOTD a proposed progress schedule in the form of a bar chart, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this chart shall be arranged so the actual progress can be shown as the items of work are accomplished. This schedule shall be in a form and arrangement and include data approved by the Owner, the FAA and DOTD. It shall be revised monthly and submitted with other monthly data required. The original copy shall be submitted to the owner, with copies to FAA and DOTD.

**ARTICLE 7
COMPENSATION**

7.1 Compensation to the Engineer for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I	-	Preliminary Phase	\$ 21,694.05
Phase II	-	Design Phase	\$ 7,985.10
Phase III	-	Construction Services	\$ 21,486.29

7.2 In summary, the total lump sum fee that will be paid to the Engineer under the terms of this Agreement is \$51,165.44 payable in monthly installments as specified under "Payment". The fee to be paid herein under each phase and/or part shall not be combined with other phases and/or parts and shall remain separate and apart. The Engineer shall not charge time on one phase and/or part while performing work on another phase and/or part.

ARTICLE 8 PAYMENT

8.1 Payments to the Engineer for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimated percentages for each Phase, and shall be of a form and with a division of items as approved by the Owner, the FAA and DOTD.

8.2 The monthly invoice reflecting the amount and value of work accomplished to the date of such submission, less five percent for retainage, shall be submitted to the Owner. The retainage will be released following completion of the work for each phase or upon written authorization of the Owner, the FAA and DOTD. The invoice shall also show the total of previous payments on account of this Agreement, and the amount due and payable as of the date of the current invoice.

8.3 The original and five copies of the invoice shall be submitted to the Owner. A principal member of the Engineer's firm must sign the invoice.

8.4 Upon receipt and approval of each invoice, the Owner shall pay the amount shown to be due and payable within 30 days.

ARTICLE 9 PERIOD OF SERVICE

9.1 The services to be performed shall be commenced after execution of this Agreement and promptly upon receipt of written notice from the Owner, the FAA and DOTD to proceed and shall be completed within 360 days following date of notice to proceed.

9.2 The work to be performed under any remaining Phases shall be activated by letter of authorization from the Owner, the FAA and DOTD, addressed and delivered to the Engineer.

ARTICLE 10 CONTRACT CHANGES

10.1 Minor revisions in the described work will be made by the Engineer without additional compensation as the work progresses. Considerations for minor revisions have been included in the fee computation. If the Owner, the FAA and DOTD require more substantial revisions or additional work which the Engineer believes to warrant additional compensation, the Engineer will notify the Owner, the FAA and DOTD in writing within ten days of being instructed to perform such work. If Owner, the FAA

and DOTD agree that the required work is extra and warrants additional compensation, the Agreement will be changed by one of the following methods:

10.1.1 Extra Work Letter: An Extra Work Letter may be issued for extra work that does not constitute a change in scope, and for which the estimated fee plus the fee for all previous Extra Work Letters does not exceed 10% of the original Agreement fees. Extra Work Letters will be issued by the Owner, the FAA and DOTD. All Extra Work Letters requiring federal funding shall be approved by FAA prior to issuance.

10.1.2 Supplemental Agreement: A Supplemental Agreement will be required when the extra work represents a change in the original scope of the Agreement, or when the estimated fee for the extra work plus the fee for all previous Extra Work Letters exceeds 10% of the original Agreement fees.

10.2 The Engineer shall not commence any extra work requiring extra compensation until one of the Agreement changes described above has been executed and authority to proceed has been given by the Owner, the FAA and DOTD.

10.3 Specific hourly rates of compensation for each class of employee for work authorized by Extra Work Letter will be calculated using the Consultant's current audited salaries and overhead rate, subject to LaDOTD maximum limits, and a 15 percent profit.

ARTICLE 11 OWNERSHIP OF DOCUMENTS

11.1 All data collected by the Engineer and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Engineer's personnel and administrative files, shall become and be the property of the Owner and the Owner shall not be restricted in any way whatever in its use of such material. The Engineer shall maintain a record copy of all data available for review for a period of at least 3 years from the date of the release of all retainage under this Agreement.

11.2 No public news releases, technical papers or presentations concerning this project may be made without the prior written approval of the Owner.

ARTICLE 12 INSURANCE

12.1 The Engineer shall procure and maintain insurance for protection from claims under workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

**ARTICLE 13
DELAYS AND EXTENSIONS**

13.1 The Engineer will be given an extension of time for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies. If, at any time, the contract time plus any delays, is or will be exceeded by twelve months due to delays beyond the Engineer's control or for those caused by tardy approvals of work in progress by various official agencies, this will be cause for review of contract fees. If, in the opinion of the Owner, the FAA and DOTD, circumstances indicate a need for additional compensation, the fees stipulated herein for work accomplished after the delay period will be addressed. Subsequent phases will also be considered as delayed. It will be the responsibility of the Engineer to request additional compensation promptly in writing and no fee adjustment will be made for work performed prior to such request.

**ARTICLE 14
PROSECUTION OF WORK**

14.1 General: The Engineer shall provide sufficient materials, equipment, and personnel to guarantee completion of the project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, the Engineer shall take immediate steps to restore satisfactory progress without additional compensation.

14.2 Certification: Based on his certification to the Owner that his design meets applicable FAA statutory and administrative requirements, the Engineer shall recommend that the Owner proceed with certification of the design to the FAA and upon authorization from FAA proceed to obtain bids for the work.

**ARTICLE 15
RECORDS AND ACCESS TO RECORDS**

15.1.1 Owner, FAA, DOTD and Comptroller General of the United States shall have access to any books, documents, or records of the Engineer pertinent to this project for the purpose of an audit. The Engineer shall make such material available at their office at all reasonable times during the agreement period. The Engineer shall however, retain such records for a minimum of three years from the date of release of all retainage under this Agreement, for inspection, audit examination, excerpts and transcriptions by the FAA, DOTD and/or Legislative Auditor, the Inspector General of the US DOT, the Owner, the Comptroller General of the United States, or the General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

**ARTICLE 16
TERMINATION OR SUSPENSION**

16.1 The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Owner, the FAA and DOTD and all payments required to be made to the Engineer have been made; but, this Agreement may be terminated under any or all of the following conditions:

16.1.1 By mutual agreement and consent of the parties hereto.

16.1.2 By the Owner as a consequence of the failure of the Engineer to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Engineer.

16.1.3 By either party upon failure of the other party to fulfill their obligations as set forth in this Agreement.

16.1.4 By the Owner due to the departure for whatever reason of any principal member of the Engineer's firm.

16.1.5 By satisfactory completion of all services and obligations described herein.

16.1.6 By the Owner by giving thirty days notice to the Engineer in writing and paying fees due for completed work.

16.2 Upon termination the Engineer shall deliver to the Owner all plans and records of the work compiled to the date of termination and the Owner shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

16.3 Should the Owner desire to suspend the work, but not definitely terminate the Agreement; this may be done by thirty days notice given by the Owner in writing to that effect. The work may be reinstated and resumed in full force at a mutually agreed date upon receipt from the Owner of thirty days notice in writing to that effect. Additional compensation may be involved.

ARTICLE 17 PUBLIC LIABILITY

17.1 The Engineer shall indemnify and save harmless the Owner, the FAA and DOTD against any and all claims, demands, suits, judgments of sums of money, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Engineer, their agents, servants or employees while engaged upon or in connection with the services required or performed by the Engineer hereunder.

ARTICLE 18 CLAIM FOR LIENS

18.1 The Engineer shall hold the Owner harmless from any and all claims for liens for labor, services or material furnished to the Engineer in connection with the performance of their obligations under this Agreement.

**ARTICLE 19
COMPLIANCE WITH LAWS**

19.1 The Engineer shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Agreement. Specific reference is made to Act No. 73 of 1950 of the State of Louisiana, an act to regulate the practices of engineering and land surveying.

**ARTICLE 20
SUCCESSORS AND ASSIGNS**

20.1 The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party thereto.

**ARTICLE 21
ENDORSEMENT OF PLANS**

21.1 The Engineer shall endorse all plans prepared by them in the manner required by the FAA, DOTD, the Owner, and the State of Louisiana in accordance with LA R.S. 37:696 and LAC 46:LXI.1701.

**ARTICLE 22
TAX RESPONSIBILITY**

22.1 The Engineer hereby agrees that the responsibility for payment of taxes on the payments received under this Agreement shall be his obligation.

**ARTICLE 23
VENUE AND DISPUTES**

23.1 Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall be in Ouachita Parish.

23.2 Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the Owner, the FAA and DOTD for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

**ARTICLE 24
PROGRESS INSPECTIONS**

24.1 During the progress of the work, representatives of the Owner, The FAA, DOTD, and other interested parties when so named herein shall have the right to examine the work and may confer with the Engineer thereon. In addition, the Engineer shall furnish, upon request, prints of any specific item of his work for the Owner, the FAA and/or DOTD inspection. The Engineer shall confer with the Owner, the FAA and DOTD and such other parties and from time to time may submit sketches illustrating significant features of the work for interim approval.

**ARTICLE 25
COVENANT AGAINST CONTINGENT FEES**

25.1 The Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner, The FAA and/or DOTD shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 26
SUBLETTING, ASSIGNMENT OR TRANSFER**

26.1 This Agreement, or any portion thereof, shall not be transferred, assigned or sublet without the prior written consent of the Owner, the FAA and DOTD. In the event the Engineer does elect to sublet any of the services required under this Agreement, they must take affirmative steps to utilize small business and disadvantage/women owned business sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

26.1.1 Including qualified small and disadvantaged/women businesses on solicitation lists.

26.1.2 Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.

26.1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.

26.1.4 Where the requirement permits, establishing delivery schedules which will encourage participation by small and disadvantaged/women businesses.

26.1.5 Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

26.1.6 Also, the Engineer is encouraged to procure goods and services from labor surplus areas.

ARTICLE 27
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

27.1 This Agreement is subject to the following special provisions.

27.2 The following Exhibits are attached to and made a part of this Agreement.

27.2.1 Exhibit A, "Contractor Contractual Requirements", consisting of 2 pages.

27.2.2 Exhibit B, "Duties, Responsibilities and Limitations of Authority for Resident Project Representative", consisting of 3 pages.

27.2.3 Exhibit C, "Man-hour Analysis", consisting of 5 pages.

27.2.4 Exhibit D, "Project Scope", consisting of 1 page.

This Agreement together with the Exhibits and Schedules identified above constitute the entire Agreement between the Owner and the Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers' thereunto duly authorized as of the day and year first above written.

WITNESSES:

Staci Hudson
(Witness for First Party)

Jeanne Cain
(Witness for First Party)

(Witness for Second Party)

(Witness for Second Party)

DENMON ENGINEERING CO., INC.

BY: Randy Denmon

RANDY A. DENMON, P.E., P.L.S.

TITLE: PRESIDENT

72-0962189
Federal Identification Number

CITY OF MONROE

BY: _____

JAMES E. MAYO

TITLE: MAYOR

EXHIBIT A

CONTRACTOR CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the contractor, for himself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to --

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

MINORITY BUSINESS ENTERPRISE (MBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR 23 apply to this agreement.

2. MBE Obligation. The contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

EXHIBIT B
DUTIES, RESPONSIBILITIES AND LIMITATIONS
OF AUTHORITY OF THE RESIDENT PROJECT INSPECTOR

A. GENERAL

Resident Project Inspector, as the Engineer's Agent, will act as directed by and under the supervision of the Project Engineer (PE), and will confer with PE regarding his actions. Resident Project Inspector's dealings in matters pertaining to the on-site work shall in general be only with the PE and Contractors, keeping the Owner and funding agencies advised as necessary, and dealings with subcontractors shall only be through or with the full knowledge of the Contractors. Written communications with the Owner and funding agencies will be only through or as directed by the Engineer.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules. Review the progress schedule, shop drawing submission and schedule of values prepared by the Contractors and consult with the Engineer concerning their acceptability.
2. Conferences. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison.
 - a. Serve as the Engineer's liaison with each Contractor's Superintendent and assist him in understanding the intent of the contract documents. Assist the Engineer in serving as the Owner's liaison with the Contractors when the construction operations affect the Owner's on-site operations.
 - b. As requested by the Engineer, assist in obtaining from the Owner additional details or information, when requested at the job site for proper execution of the work.
4. Shop Drawings and Samples.
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples that are furnished at the site by the Contractors, and notify Engineer of their availability for examination.
 - b. Advise the Engineer and Contractors or their Superintendents immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submittal has not been approved by the Engineer.
5. Review of Work, Rejection of Defective Work, Inspection and Tests.
 - a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

b. Report to the Engineer whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; advise the Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspections or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the Engineer.

6. Interpretation of Contract Documents. Transmit to Contractors the Engineers clarifications and interpretations of the Contract Documents.

7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records.

a. Maintain at the job site orderly files for correspondence, reports or job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, progress reports, and other Project related documents.

b. Keep a dairy or daily log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.

c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of a set of Record Drawings from the information on these marked drawings.

d. Records names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

9. Report.

a. Furnish the Engineer weekly summary reports as required of progress of the work and Contractors compliance with the approved progress schedule and schedule of Shop Drawings and samples submissions.

b. Consult with the Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

c. Report immediately to the Engineer upon the occurrence of any accident.

10. Payment Requisitions. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to the Owner prior to final acceptance of the work.

12. Completion.

a. Before the Engineer calls for a final inspection, he shall submit to Contractors a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of the Engineer, Owner, FAA, DOTD and Contractors and prepare a final list of items to be completed or corrected.

c. Verify that all items on final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of the Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on the Engineer's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, subcontractor, or contractor superintendent, or expedite the work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.

6. Shall not authorize the Owner to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests.

CITY OF MONROE

MONROE REGIONAL AIRPORT (MLU)

TAXIWAY THERMOPLASTIC PAVEMENT MARKINGS

STATE PROJECT NUMBER H.00XXXXX

FAA PROJECT NUMBER 3-22-0033-033-2015

Phase I - Prime Consultant Preliminary Plans	Survey Crew	Survey Supervisor	Clerical	Cad Tech.	Pre-Professional	Engineer	Senior Engineer	Principal
Preliminary Conference								
Scope Definition w/ DOTD & FAA						2	2	
Preliminary Report								
ESA Agreement								
Field Evaluation								
Coordination of Topo Survey*								
Topographic Survey	24	4				2		
Process Survey Information				4		1		
Coordination of Geotech Operations								
Incorporate Geotech Information								
Preliminary Plan Development								
Title Sheet				4		1		
Safety Plan				8		1		
Airport Layout Plan				4		1		
Summary of Quantities				4	4	2		
Existing pavement markings				8	4	2		
Proposed pavement markings				40	4	2		
Pavement marking details				16	4	2		
Pavement marking details				16	4	2		
Pavement marking details				16	4	2		
Misc. Details				16	4	2		
Preliminary Cost Estimate				4	2	4		
Develop Preliminary Specifications					4	8	2	
Quality Control Prel. Plans & Spec.							2	
Preliminary Plan Corrections				4	2			
Plan-in-hand					4	4		
Plan-in-hand Corrections								
Subtotal Phase I	24	4		144	40	38	6	

CITY OF MONROE
MONROE REGIONAL AIRPORT (MLU)
TAXIWAY THERMOPLASTIC PAVEMENT MARKINGS
STATE PROJECT NUMBER H.00XXXXX
FAA PROJECT NUMBER 3-22-0033-033-2015

Phase II - Prime Consultant Final Plans			Clerical	Cad Tech.	Pre- Professional	Engineer	Senior Engineer	Principal
Final Plan Preparation								
Title Sheet				2		1		
Safety Plan				2		1		
Airport Layout Plan						1		
Summary of Quantities				4	2	1		
Existing pavement markings				4	2	1		
Proposed pavement markings				4	2	1		
Pavement marking details				4	2	1		
Pavement marking details				4	2	1		
Pavement marking details				4	2	1		
Misc. Details				4	1	1		
Final Cost Estimate				8	4	2		
Develop Final Specifications					4	4	2	
Quality Control Final Plans & Spec.							2	
Advanced Check Prints						4	2	
Meetings & Conferences								
Advertisement					4	4	1	
Answer Questions During Solicitation								
Pre-Bid Conference								
Addenda Preparation								
Bid Process Review								
Bid Opening								
Bid Evaluation								
Contract Award Recommendation								
Issue Contract Documents								
Subtotal Phase II				40	25	24	7	

CITY OF MONROE
MONROE REGIONAL AIRPORT (MLU)
TAXIWAY THERMOPLASTIC PAVEMENT MARKINGS
STATE PROJECT NUMBER H.00XXXXX
FAA PROJECT NUMBER 3-22-0033-033-2015

Phase IIIa - Prime Consultant Construction Services			Clerical	Cad Tech.	Pre- Professional	Engineer	Senior Engineer	Principal
Office Review								
Pre-Construction Conference					3	3		
Site Manager (2 hrs per day)								
Change Orders					2	2		
Payment Review & DOTD Estimate								
Final Inspection					4	4		
Close Out Documents				16	16	8		
As-Built Drawings								
Subtotal Phase IIIa				16	25	17		

CITY OF MONROE
 MONROE REGIONAL AIRPORT (MLU)
 TAXIWAY THERMOPLASTIC PAVEMENT MARKINGS
 STATE PROJECT NUMBER H.00XXXXX
 FAA PROJECT NUMBER 3-22-0033-033-2015

Phase IIIb - Prime Consultant Inspection Services		Inspector	Clerical	Cad Tech.	Pre- Professional	Engineer	Senior Engineer	Principal
Office Review		2						
Pre-Construction Conference		2						
Resident Inspection		320						
Final Inspection		4			4	4		
Close Out Documents								
As-Built Drawings		2		4	1	1		
Subtotal Phase IIIb		330		4	5	5		

CITY OF MONROE			
MONROE REGIONAL AIRPORT (MLU)			
TAXIWAY THERMOPLASTIC PAVEMENT MARKINGS			
STATE PROJECT NUMBER H.00XXXXX			
FAA PROJECT NUMBER 3-22-0033-033-2015			

SUMMARY OF COST

CLASSIFICATION	ESTIMATED HOURS	AUDITED RATE	EXTENSION
Principal		\$52.00	
Senior Engineer	13	\$38.46	\$499.98
Engineer	84	\$32.50	\$2,730.00
Pre-Professional	95	\$24.52	\$2,329.40
Inspector	330	\$15.00	\$4,950.00
Cad Technician	204	\$22.00	\$4,488.00
Clerical		\$13.75	
Survey Supervisor	4	\$31.25	\$125.00
Survey Crew (3)	24	\$42.00	\$1,008.00
Sub-Total Prime Consultant Labor			
Labor and General Administration Overhead @ 173.13%			
(1) Subtotal			\$16,130.38
(2) Fixed Payment (15% of Subtotal)			\$27,926.53
(3) Travel @ _____ miles/day x \$0.54/mile			\$44,056.91
(4) Misc. Expenses (Phones, Printing, etc.)			\$6,608.54
(5) Quality Control Testing (Quotes during Construction)		(Estimated)	\$500.00
Subtotal of items 1, 2, 3, 4, and 5			\$51,165.44
DBE Plan & Goal			
Total Cost - All Engineering			
			\$51,165.44

CITY OF MONROE

MONROE REGIONAL AIRPORT (MLU)

TAXIWAY THERMOPLASTICE PAVEMENT MARKING

PROJECT SCOPE

This project will include, but not be limited to water blasting the existing pavement paint markings and signs and replacing with thermoplastic materials. Included at a minimum will be taxiway enhanced center lines, hold short markings and pavement markings depicting the runway(s) being approached. All work will be confined to the existing operational taxiways of the Monroe Airport.

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 ACCEPTANCE OF THE QUOTE FROM STEWART AND STEVENSON FOR REPLACEMENT OF THE ELECTRIC STORAGE SYSTEM (BATTERY) IN BUS NO. 906 OF THE MONROE TRANSIT DEPARTMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the engine in bus No. 906 in the Monroe Transit Department is no longer running and is in need of a battery replacement; and

WHEREAS, this particular engine had over 248,000 miles and a repair of the battery is not feasible; and

WHEREAS, there is only one supplier that provides service or replacement for batteries for the hybrid bus.

NOW, THEREFORE BE IT RESOLVED that James E. Mayo, Mayor is authorized to enter into an agreement with Stewart and Stevenson (designer, manufacturer and provider of specialized equipment) for the replacement of the ELECTRIC STORAGE SYSTEM in bus no. 906 as per the attached proposal.

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

AYES:

NAYS:

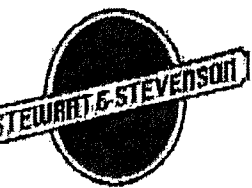
ABSENT:

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

2015.

CHAIRMAN

CITY CLERK



QUOTE

STEWART & STEVENSON

Quote Number	Quote Date	Customer Number
03808315	01/21/15	204575
Quote Accepted By: _____		

IPSCO Broussard
 401 Commercial Parkway
 BROUSSARD LA 70518
 1 (337) 837-9001

Quote To:	Ship To:
MASTER/VISA (Broussard) STEWART & STEVENSON 401 Commercial Parkway BROUSSARD LA 70518 1 (8-848) User's Extension	Monroe Transit Bus Louis 318-381-7705 BROUSSARD, LA 70518

<input type="checkbox"/> SERVICE ANYTIME, ANYWHERE	<input type="checkbox"/> SALES SERVICE PARTS	<input type="checkbox"/> RENTING-LEASING	<input type="checkbox"/> PERIODIC MAINTENANCE
Serial Number	Parent Serial Number	Product Model	DO NOT TYPE OVER OR DELETE
Family	Licensed (On/Off Hwy)	Vehicle ID #	
Customer Unit Number	Serial No. Description	Unit Number	
Meter Reading	Position of Unit	Year	

ITEM NUMBER	EXPLANATION	UNITS	UNIT PRICE	AMOUNT
Complaint: Have to replace the ESS (Electric storage system (ESS) Refresh Kit). It has reached it end of life span.				
HAZMAT	ENVIRONMENTAL FEES	3.00	10.00	30.00
FUEL-SURCHARGE	FUEL-SURCHARGE	1.00		
SUPS2	SHOP SUPPLIES	1.00	65.0000	65.00
TRUCK-CHARGE	TRUCK-CHARGE	1.00		
TRUCK-NONBILLAB	TRUCK-NONBILLABLE	1.00		
29551338	ESS REFRESH KIT	1.00	61,296.25	61,296.25
	HANDLING CHARGE	1.00	1,992.1300	1,992.13
Parts Subtotal:				63,383.38
	SHOP	24.00	129.0000	3,096.00
Labor Subtotal:				3,096.00

Quote Valid Until: 01/21/15

Total Amount 86,479.38
 Total Tax 5,850.75
 Total Invoice 72,130.13 USD

188 ACNPO01 DCN002 APR142 00PL1,ANR0PR02

Customer Copy

WXX000BTMPLABR00000 048000 01/21/15



CITY OF MONROE
CAPITAL INFRASTRUCTURE PROGRAM
PROJECT MANAGEMENT DIVISION

3901 JACKSON ST. • MONROE, LA 71203 • (318) 329-2598 OFFICE • (318) 329-2648 FAX

TO: CAROLUS RILEY
FROM: ARTHUR HOLLAND
RE: Parker Ditch Improvement
DATE: February 18, 2015

A REQUEST TO AUTHORIZE THE PURCHASING MANAGER TO ADVERTISE FOR BIDS ON THE Parker St. Ditch Improvement Project. THE ESTIMATED COST OF THIS PROJECT IS \$254,000.00.

AH/ar

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 CHANGE ORDER NO. ONE (1) TO Contract with Motorola Solutions for the Monroe Fire Department Communication Center, FOR A DECREASE IN THE CONTRACT AMOUNT OF \$8,878.00 AND To Change the Contract Time 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 Change Order No. One (1) between the City of Monroe and Motorola Solutions for a decrease of \$8,878.00 and to change the Contract Time to 240 days from Customer Design Acceptance (CDR) which start date is anticipated to be February 26, 2015.

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 _____, 2015.

CHAIRMAN

CITY CLERK

Change Order No. 001

Date: February 18, 2015

Project Name: Monroe MCC7500

Customer Name: City of Monroe Fire Department

Customer Project Mgr: Dan Wiedemann

The purpose of this Change Order is to:

Adjust the project schedule to reflect a new starting date based on signature of the Customer Design Review (CDR) milestone instead of at the completion of civil work.

Also, to remove the UPS's from the equipment list. This will result in a reduction of the contract amount. Motorola Solutions will not be responsible to provide UPS power.

Contract # 14-108672

Contract Date: 6/26/2014

In accordance with the terms and conditions of the contract identified above between City of Monroe Fire Department and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$573,937.00
Previous Change Order amounts for Change Order numbers 000 through 000	\$0.00
This Change Order:	\$8,878.00
New Contract Value:	\$565,059.00

Completion Date Adjustments

Original Completion Date:	150 days from NTP
Current Completion Date prior to this Change Order:	150 days from NTP
New Completion Date:	240 days from CDR Acceptance



Changes in Equipment:

Equipment to be removed:
 Quantity 3, UPS, 9130 TOWER, 1.5KVA/1.35KW, 5 MIN RUNTIME
 Quantity 1, UPS, 9130 RACKMT, 1.5KVA/1.35KW, 23 MIN RUNTIME
 Quantity 1, RTU_PER_DEVICE_SW_LICENSES
 Quantity 1, RTU_SW_LIC_PER_NFM-RTU_I-O
 Quantity 1, PANEL PUNCH BLOCK

Changes in Services:

Motorola Solutions will not be responsible for UPS power.

Schedule Changes:

Motorola Solutions will begin installation of equipment within thirty (30) days after the Customer Design Review (CDR) milestone, i.e. mutually signed milestone certificate. The signed CDR milestone shall serve as The City of Monroe's Notice To Proceed (NTP). Project Completion will be accomplished within two hundred forty (240) days after Notice to Proceed (NTP).

Pricing Changes:

Contract reduction of \$8,878.00

Customer Responsibilities:

It is recommended that UPS power for the Motorola Solutions equipment be provided.

Payment Schedule for this Change Order:

Contract payment terms shall remain the same.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.
 By: *Keith Edmonds*
 Printed Name: Keith Edmonds
 Title: Regional Services Mgr
 Date: 2/18/2015

Customer
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Reviewed by: Terry Newgard
 Motorola Solutions Project Manager

Date: 2/18/2015

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 APPROVING AND AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE OUACHITA PARISH POLICE JURY RELATIVE TO A SERVITUDE AGREEMENT TO ASSIST WITH DRAINAGE ON GEORGIA STREET AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe has an ongoing project to relieve some of the drainage issues on Georgia Street; and

WHEREAS, to continue with the project it is necessary to have a drainage easement on property over which the Ouachita Parish Policy Jury has declared a public servitude and the police jury is willing to grant a drainage servitude to the City of Monroe.

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 the attached Servitude Agreement with the Ouachita Parish Police Jury as per the terms of the agreement.

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 _____, 2015.

CHAIRMAN

CITY CLERK

STATE OF LOUISIANA:

PARISH OF OUACHITA:

**SERVITUDE AGREEMENT BETWEEN CITY OF MONROE
AND THE OUACHITA PARISH POLICE JURY**

BE IT KNOWN, that on the days and dates hereafter set forth and in the presence of the undersigned Notaries Public, duly qualified, commissioned and acting as such within and for their respective jurisdictions, personally came and appeared:

**OUACHITA PARISH POLICE JURY, a political subdivision
organized and existing under the laws of the State of Louisiana;**

sometimes hereafter referred to as "Grantor," which declared and acknowledged that for the mutual promises contained herein and other valuable consideration hereafter expressed Grantor has granted and does by these presents grant unto:

**CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corporation
in Ouachita Parish, Louisiana, Tax I.D. #72-6000903, with a
permanent mailing address of Monroe Government Center, Monroe,
Louisiana, represented herein by James E. Mayo, Mayor, pursuant to
authorization which is annexed hereto, and made a part hereof,**

sometimes hereafter referred to as "Grantee," a perpetual predial servitude ("Servitude") and right and privilege of use of thirty (30) foot wide drainage easement(permanent) and a fifteen(15) foot wide temporary construction easement across Lot 5, Square 8 of Terminal Heights Addition as per the attached Exhibit "A" "A," which is incorporated herein by reference.

I.

The property which is subject to the Servitude is part of the same property over which a Public Servitude by Destination was declared by the Ouachita Parish Policy Jury pursuant to Ordinance No. 9054 adopted on October 6, 2014.

II.

Grantor hereby grants the said Servitude to Grantee for the sole and limited purpose of constructing and maintaining drainage infrastructure as further depicted on Exhibit "A".

III.

Following the installation of the drainage infrastructure, Grantee shall restore the

V.

The Grantee is solely responsible for all costs associated with or related to the construction, maintenance, inspection and/or repair of the said drainage infrastructure.

VI.

The consideration for which this Servitude is granted are the mutual promises exchanged herein along with a monetary amount of TEN AND NO/100 DOLLARS, receipt of which said amount is hereby specifically acknowledged by Grantor and full acquittance granted to the said Grantee.

VII.

Nothing contained in this Agreement shall be construed as making Grantor and Grantee as joint venturers and neither shall be liable for the debts or obligations of the other, express or expressly provided herein.

VIII.

The parties agree that this Agreement shall be recorded in its entirety. The fees for such recording shall be paid by the City of Monroe.

IX.

This Agreement shall inure to the benefit of the parties' successors and assigns.

THUS DONE AND PASSED by CITY OF MONROE, LOUISIANA, represented as aforesaid, in the presence of me, _____, Notary Public in and for Ouachita Parish, Louisiana, and that of _____ and _____, legal and competent witnesses, who sign herewith, together with the said Appearer and me, the said Notary, all on this the _____ day of February, 2015.

WITNESSES:

OUACHITA PARISH POLICY JURY

Print _____

By: _____

Print _____

NOTARY PUBLIC

WITNESSES:

By: _____

PRINTED NAME: _____

JAMES E. MAYO, MAYOR
GRANTEE

PRINTED NAME: _____

NOTARY PUBLIC

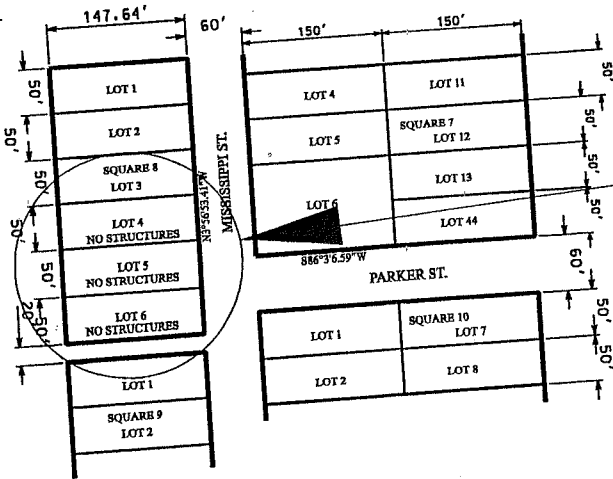
PRINTED NAME: _____
NOTARY/BAR ROLL NO.: _____

PARISH	SHEET NO.
OUACHITA	1

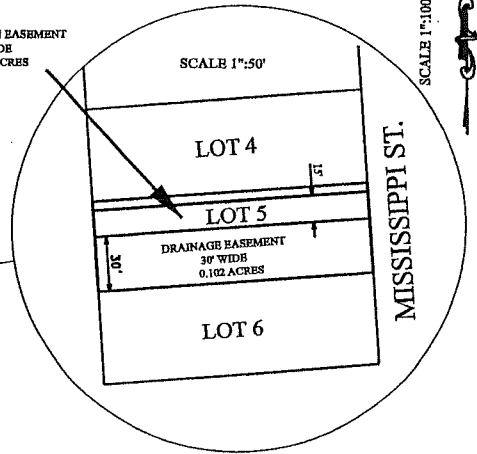
SECTION 41, TOWNSHIP 17N, RANGE 4E,
OUACHITA PARISH, LOUISIANA

CERTIFICATION
I, RANDY A. DENMON, P.L.S., CERTIFY THAT THIS PLAT REPRESENTS THE FINDINGS OF A SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND IS IN ACCORDANCE WITH A "CLASS B SURVEY" FOR RESIDENTIAL PROPERTY, L.S. 37:681, 682(2), 682.

RANDY A. DENMON
P.L.S. 4791



CONSTRUCTION EASEMENT
15' WIDE
0.051 ACRES



30' WIDE DRAINAGE EASEMENT &
15' WIDE CONSTRUCTION EASEMENT
ACROSS LOT 5, SQUARE 8
TERMINAL HEIGHTS ADDITION

PRELIMINARY

This document is subject to the terms of the plat description, including, but not limited to, the provisions of the Louisiana Surveying Act, R.S. 37:681-682(2), 682. Prepared by: *Randy Denmon*, 2/7/18. Professional Surveying License No. 4791. P.O. Box 8151, Monro, LA 70581

TERMINAL HEIGHTS ADDITION
PLAT BOOK 1, PAGE 16
OUACHITA PARISH

DATE OF SURVEY: 5-15-14

BEARING SHOWN HEREON ARE AS OBSERVED.

LOT 5, SQUARE 8 TERMINAL HEIGHTS ADDITION CITY OF MONROE OUACHITA PARISH	
DENMON ENGINEERING CO., INC. ENGINEERS AND SURVEYORS MONROE, LOUISIANA	DATE: 5-15-14 DRAWN BY: R.A.D. RANDY A. DENMON, P.L.S. 4791 PROFESSIONAL LAND SURVEYOR
SCALE: 1"=50'	SCALE: 1"=100'

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 AMENDING ADOPTED ORDINANCE NO. 10,357 ADOPTED ON OCTOBER 14, 2003, OF CHAPTER 18.5, ENTITLED, "HISTORICAL PRESERVATION" OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, LOUISIANA, AND FUTURE PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe desires to promote the educational, cultural, and economic welfare of the citizens of the City of Monroe by preserving and protecting historical structures and neighborhoods which serves as a visible reminder of the history and cultural heritage of the City, region, state and nation, and further desires to strengthen the economy of the City of Monroe by stabilizing and improving property values in historic areas; AND

WHEREAS, the Monroe Heritage Preservation Commission requested to extend the boundary lines of the Louis de Alexander Breard local historic district to match the Monroe Garden National District; AND

WHEREAS, Ordinance 10,357 did not reflect the amendment in Ordinance 10,288, approved February 3, 2003, that amended Section 18.5-2(f) to extend damage repair in the local historic districts to damage resulting from natural disasters or other unforeseen causes; AND

NOW, THEREFORE;

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that Chapter 18.5 of the Code of Ordinances of the City of Monroe, Louisiana, entitled "Historic Preservation be amended as follows:

DELETE:

Sec. 18.5-2. Subdivision for plans for exterior changes to Commission; certificate required.

~~(f) Nothing in this chapter shall be construed to prevent ordinary maintenance or repairs which do not involve a change of design, material, or the outward appearance thereof; nor to prevent the construction, reconstruction, alteration, or demolition of any such feature which is required by the public safety because of unsafe or dangerous conditions. However, any such action must be brought before the commission prior to initiating the action.~~

ADD:

Sec. 18.5-2. Subdivision for plans for exterior changes to Commission; certificate required.

(f) The provisions of this chapter shall not apply to repairs of damaged structures or buildings including fences or boundary walls which were damaged as a result of fire, flood, windstorm, ice storm, earthquake or other unforeseen cause. The restoration must involve the use of similar construction materials. The design and outward appearance must remain the same as it was before the damage event. If design and/or materials are different, then such changes and action must be brought before the Commission prior to initiating the action.

BE IT FURTHER ORDAINED.

This Ordinance as INTRODUCED on the _____ day of _____, 2015.

NOTICE PUBLISHED on the _____ day of _____, 2015

This Ordinance having been submitted in writing, introduced 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 _____, 2015.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

NO: _____

CITY OF MONROE

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

AN ORDINANCE AMENDING THE CITY OF MONROE'S PURCHASING POLICY REGARDING PROFESSIONAL SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS: The city of Monroe purchasing policy does not address the selection for Professional Services; and,

WHEREAS: The City of Monroe hires and pays firms without a contract and without knowledge and without approval by City Council; and,

WHEREAS: The City Council wants to comply with the "Best Practices" recommendations of the Louisiana State Legislative Auditor regarding contracting; and,

WHEREAS: It is the policy of the state of Louisiana that all records, as defined in R.S. 44.1(A)(2)(a), involved or dealing with the selection of design professional services shall be open to the public in accord with the intent of Louisiana Constitution Article XII, Section 3, and R.S. 44:31.

Therefore be it Ordained that the City Purchasing Policy be amended to add certain parameters regarding professional services and not change any other part of the city purchasing policy as follows:

Recurring payments made to any party or subsidiary or company with common ownership in the amounts totaling \$15,000.00 or more in a year (twelve month) period must be contracted and that contract approved by City Council by majority vote at a regular meeting.

Further, businesses contracting with the city must disclose political contributions or any other contribution of monetary value made to any elected official of the city or any business relationship with that individual or related party within the current term of the elected official.

Failure to disclose any of the above information relative to political contributions or related party transactions may result in cancellation of the contract and possible suspension of eligibility to do business with the city of Monroe for a period of one year.

This change will not apply to any other part of the city purchasing policy and will apply totally to Professional Services contracts that are not addressed in the City purchasing policy.

This Ordinance as INTRODUCED on the ____ day of _____, 2015.

NOTICE PUBLISHED on the ____ day of _____, 2015.

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 _____, 2015.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

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 JAMES E. MAYO, MAYOR, TO ENTER INTO AN INFRASTRUCTURE DEVELOPMENT AGREEMENT WITH ABDUL KHALIQ, RANA A. KHAN AND TAJ M. KHAN AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Abdul Khaliq, Rana A. Khan and Taj M. Khan own approximately 10.54 acres of property fronting on U.S. Highway 165 South on which exist a convenience store; and

WHEREAS, the owners wish to develop the property in accordance with a plan which will include the enlargement of the convenience store and the building of additional stores to form a shopping center; and

WHEREAS, the sewer service to this area is not sufficient to properly serve the enlargement of the proposed plan; and

WHEREAS, the City has already pledged and maintains funds to develop economic expansion in the southern area of the City; and

WHEREAS, to encourage further economic development on the south end of the City of Monroe and promote opportunities for jobs and future development in this area of Monroe, the City has determined that a joint agreement between the owners and the City with regard to enhancement of utilities is in the best interest of all parties.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Infrastructure Development Agreement between the City of Monroe and Abdul Khaliq, Rana A. Khan and Taj M. Khan.

ORDINANCE INTRODUCED on the _____ day of _____, 2015.

NOTICE PUBLISHED on the _____ day of _____, 2015.

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 _____, 2015.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

Parcel Detail

Parcel Number:73073

Owner Name:KHALIQ, ABDUL ET AL

Owner Id: 229772

Homestead Code: No Homestead

Physical Address:3019 HIGHWAY 165 BYP
71202

Ward: 03

Subdivision: BURG JONES ESTATE

Mailing Address:2202 DESIREE ST
RUSTON, LA 71270

Size: 3.644

S-T-R: 08-17-04

Type:RV - Res. Vacant

Taxable Status:Active

Tax Year:2014

Extended Legal:3.64 ACS IN LOT 7BURG JONES EST. IN T17N R4EFRTG 347.37 FT ON E SIDE HWY 165BY-PASS, DEPTH ON NO LINE458.18 FT, SO LINE 457.98 FT,REAR LINE 347.33 FT & CONTAINING3.64 ACS

Land Dimensions:" "" "" "" "" ""

Property Values:

	Taxable Value:	Appraised Value:	Homestead Credit:	
Land:	\$7,280	\$72,800		\$0
Building:	\$0	\$0		
Total:	\$7,280	\$72,800		

Additional Owners:

Name	Description
ABDUL KHALIQ	
ASIMA NASIR	
RANA A KHAN	
TAJ M KHAN	
SURAYA KHAN	
NOSHEEN KHAN	

Not a Legal Document.
Subject to terms and conditions.

www.OPAssessor.com

Exhibit A

#1.4 million to build a conv store
 800K to renovate
 1.2 million to pool

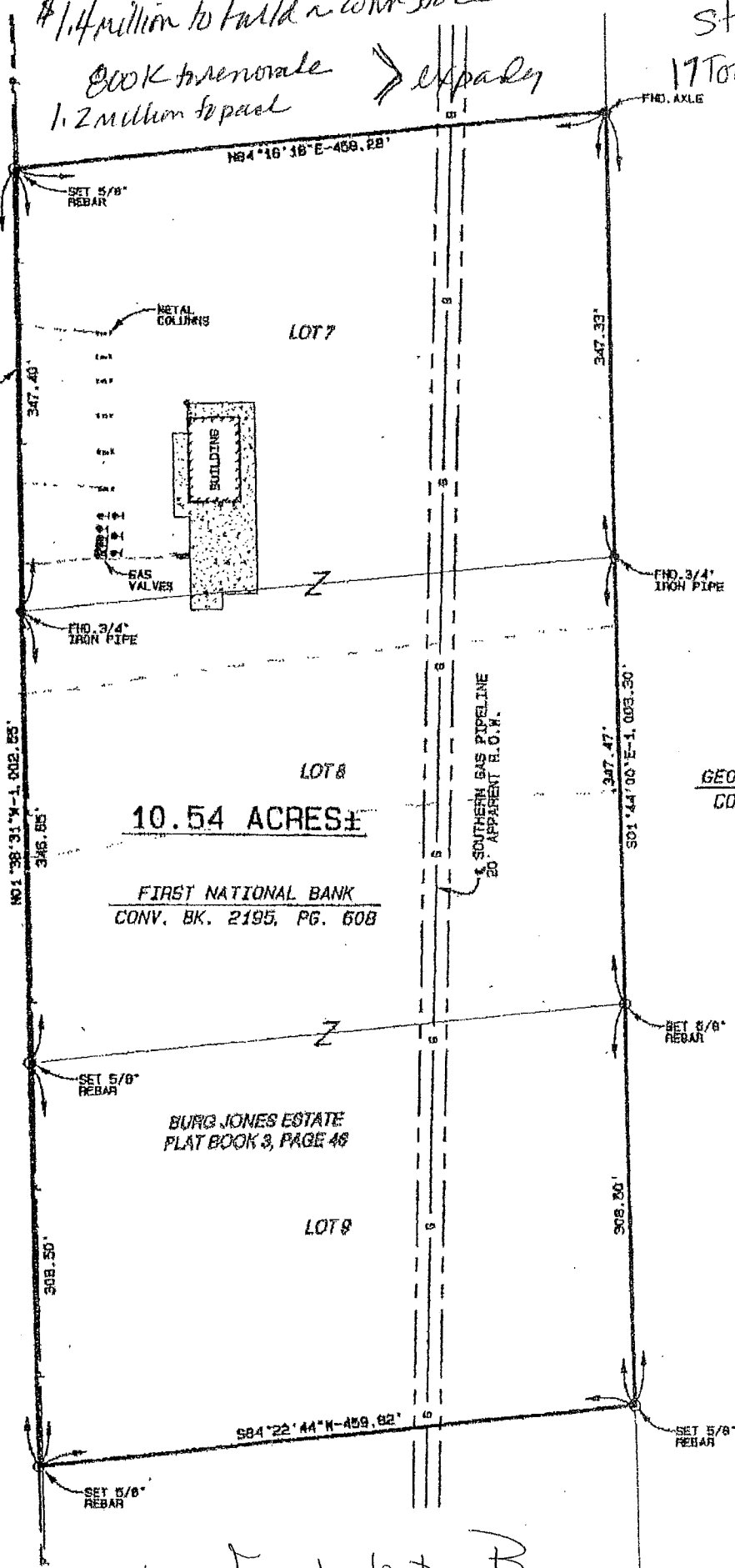
Store - 3 to 4 mo,
 17 Townhouses = 18-24 mo.

\$30,000

left side
 1200 sq ft
 30x40
 50x50 plus
 access

991 HIGHWAY 165

U.S. HIGHWAY NO. 165 BYPASS
 STATE PROJECT NO. 15-31-01



17 Townhouses
 18 mo - 2 yrs

\$150,000
 to improve for
 add capacity

GEORGE G. WEAKE,
 CONV. BK. 2050

FIRST NATIONAL BANK
 CONV. BK. 2195, PG. 608

BURG JONES ESTATE
 PLAT BOOK 3, PAGE 48

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Exhibit B

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 WILLIE RAY MOFFITT 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 Willie Ray Moffitt 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 _____, 2015.

NOTICE PUBLISHED on the _____ day of _____, 2015.

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 _____, 2015.

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 _____, 2015, 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 _____ 2015, a copy of which is attached hereto and made a part hereby, and **WILLIE RAY MOFFITT, 230 DESIARD PLAZA DRIVE, 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 "Shoeshine Stand":

Approximately 100 square feet located on the first (1st) floor of the Monroe Regional Airport Terminal Building and designated as the "Shoeshine Stand".

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 Shoeshine Stand in the leased premises.

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 Shoeshine Stand facilities herein described at least during the hours of 6:00 a.m. to 6:00 p.m., Monday through Sunday.

The hours of operation set forth above may be adjusted upon the mutual consent of

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. SHOESHINE STAND OPERATIONS

Lessee shall bear at Lessee's own expense, all costs of operating the Shoeshine Stand 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.

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 ninety (90) 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 as indicated based on the breakdown below or NINE PERCENT (9%) of the gross monthly receipts, whichever is greater, to be paid as follows:

- The consideration for which the initial one year lease is made and accepted in the sum of \$900.00 and stipulated as indicated below.
- The consideration for the first six (6) months is made and accepted in the sum of \$300.00. This consideration equals to \$50.00 monthly.
- The consideration for the second six (6) months is made and accepted in the sum of \$600.00. This consideration equals to \$100.00 monthly.
- The consideration for years two (2) and three (3) is made and accepted in the sum of \$1,200.00. The annual for years two (2) and three (3) consideration equals to \$100.00 monthly.

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

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 alterations 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

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

WILLIE RAY MOFFITT,
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 DONATING ONE PARCEL OF REAL ESTATE TO MONROE HOUSING AUTHORITY PURSUANT TO LOUISIANA CONSTITUTIONAL ARTICLE 7, SECTION B(6), AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe owns a parcel of real estate described hereinbelow:

Lot 58 & 59, Square D, Robinson Place Addition, (no situs) Ben Franklin Drive, Monroe, LA – Parcel #84967

WHEREAS, the City of Monroe now desires to donate the above owned property to Monroe Housing Authority, a 501 C(3) Corporation, pursuant to Louisiana Constitution Article Section 7, Section B(6) the property described herein for the purposes of future use by the Monroe Housing Authority.

NOW, 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 he is hereby duly authorized to sign the attached Act of Donation and any other legal documents required to accomplish the donation of the described property to Monroe Housing Authority.

This Ordinance was introduced on the 10th day of February, 2015.

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 _____, 2015.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this _____ of _____, 2015

before the undersigned Notaries Public, and in the presence of the undersigned witnesses personally came and appeared:

THE CITY OF MONROE LOUISIANA, a political subdivision of the State of Louisiana herein represented by James E. Mayo, Mayor, duly authorized to appear herein on behalf of Donor by Ordinance _____, adopted _____ by the City Council of the City of Monroe, Louisiana, a certified copy of which is attached hereto, hereinafter referred to as "Donor".

Donor does hereby and by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property pursuant to Louisiana Constitution Art. 7, Section B(6), the Donor does by these presents irrevocably give, grant and donate the following described property unto:

MONROE HOUSING AUTHORITY, TIN 72-6001704, whose mailing address is 300 Harrison St., Monroe, LA 71201, herein represented by Frank L. Wilson, Director, hereinafter referred to as "Donee",

The property donated herein is described as follows:

Lot 58 & 59, Square D, Robinson Place Addition (No situs) Ben Franklin Drive, Monroe, LA – Parcel #84967

Donee accepts said property in its present state and condition pursuant to the provisions contained in La. Constitutional Art. 7, Section B(6), Donee agreeing to renovate and maintain such property until conveyance of the property by such organization for the purpose of housing and under the following conditions:

DONEE ACKNOWLEDGES THAT DONEE IS ACCEPTING THE PROPERTY SOLELY IN RELIANCE ON DONEE'S OWN INVESTIGATION, AND THE PROPERTY IS IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. DONEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF DONOR HEREIN, AND EXCEPT AS OTHERWISE SPECIFIED HEREIN, DONOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, WITH RESPECT TO ANY PROPERTY OR ANY MATTER RELATED THERETO, OR (WITHOUT LIMITATION) TO ANY OF THE FOLLOWING MATTERS:

- (a) Soils, Etc. Soils, seismic, hydrological, geological and topographical conditions and configurations.
- (b) Artifacts. Archeological, prehistoric and historic artifacts, remains and relics.
- (c) Endangered Species. Endangered plant, animal and insect species.
- (d) Hazardous Materials. Hazardous Materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.
- (e) Physical Defects. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

(f) Land and Floor Area. The area of the land and the square footage contained in any buildings or improvements.

(g) Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection.

(h) Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

(i) Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

(j) Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.

(k) Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

(l) Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

(m) Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

(n) Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

DONEE FULLY RELEASES AND DISCHARGES DONOR FROM AND RELINQUISHES ALL RIGHTS, CLAIMS AND ACTIONS THAT DONEE MAY HAVE OR ACQUIRE AGAINST DONOR WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) ANY MATTER SET FORTH IN SUBSECTIONS a-n ABOVE, (B) THE PRESENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT ANY PROPERTY (INCLUDING BUT NOT LIMITED TO ANY UNDISCOVERED HAZARDOUS MATERIALS LOCATED BENEATH THE SURFACE OF THE PROPERTY) AND (C) VIOLATIONS OF ANY HAZARDOUS MATERIALS LAWS PERTAINING TO THE PROPERTY OR THE ACTIVITIES THEREON. THIS RELEASE APPLIES TO ALL DESCRIBED RIGHTS, CLAIMS AND ACTIONS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PRESENT OR FUTURE.

THUS DONE, SIGNED AND ACCEPTED by Frank L. Wilcox, representative for **MONROE HOUSING AUTHORITY**, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in Monroe, on this _____ day of _____, 2015.

WITNESSES:

MONROE HOUSING AUTHORITY

Print Name

BY _____
Frank L. Wilcox, Director

Print Name

NOTARY PUBLIC NO. _____
Print Name: _____

STATE OF LOUISIANA
PARISH OF OUACHITA

THUS DONE AND SIGNED by the City of Monroe, Louisiana, at Monroe, Louisiana,
this ____ day of _____, 2015.

WITNESSES:

CITY OF MONROE, LOUISIANA

Print Name

By: _____
James E. Mayo, Mayor

Print Name

NOTARY PUBLIC NO.17161
Nanci S. Summersgill

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. _____:

Amendments to Chapter 37, Zoning, of the Code of the City of Monroe, Article II. Definitions and Rules of Interpretation, Section 37-21 Definitions, Article III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith.

WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed Amendments to Chapter 37, Zoning, of the Code of the City of Monroe, Article II. Definitions and Rules of Interpretation, Article III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses.

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 4-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 37, Zoning, of the Zoning Ordinance of the City of Monroe, Louisiana be and it is amended as follows:

ADD:

Article II. Definitions and Rules of Interpretation, Sec. 37-21 Definitions

Social Service Agency – A facility operated by an organization which provides services such as training, counseling, health, or the distribution of food or clothing. This term includes but is not limited to a facility offering life skills training, substance abuse counseling, or housing services. This term does not include an emergency residential shelter.

Homeless Shelter - A facility providing temporary housing to indigent, needy, homeless, or transient persons; may also provide ancillary services such as counseling, vocational training. Such assistance may include food and/or shelter and may, in addition, include religious instruction. Such shelters shall not provide lodging on a regular basis and shall not provide shelter for the same individuals.

Shelter - A facility providing temporary protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for individuals, such as victims of rape, child abuse, or beatings.

Day Shelter - A facility operated by an organization or non-profit group that provides a place for indigent, needy, homeless or transient persons to wash and dry clothes, take showers; use the

computer or other similar activities during the hours of 7:30 am to 6:00pm. May include offices for social agencies and may provide meals.

Soup kitchen -

A place where food is prepared and offered to the hungry for free or at a below market price and is staffed by volunteer organizations such as church or community groups.

ADD:

“Social Services Agency,” “Homeless Shelter,” “Shelter,” “Day Shelter,” and “Soup Kitchen” as minor Conditional Uses in the B-3, General Commercial/Business District, B-4, Heavy Commercial District, and CBD, Central Business District:

TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
ADULT DAY CARE, SMALL	P	P	P		P	SECTION 37.92.C
ADULT DAY CARE, LARGE		P	P		P	SECTION 37.92.C
ADULT DAY CARE, COMMERCIAL			P	P	P	SECTION 37.92.C
ADULT USE					P	SECTION 37.92.A
ART GALLERY	P	P	P	P	P	
ARTS STUDIO	P	P	P	P	P	
AUTOMOBILE/VEHICLE DEALERSHIP			P		P	
AUTOMOBILE RENTAL			P		P	
AUTOMOTIVE REPAIR, MAJOR		C	P	P	P	
AUTOMOTIVE REPAIR, MINOR		P	P	P	P	
BAR		C	P	P	P	
BED AND BREAKFAST	P					SECTION 37.92.B
BINGO HALL			P	P	P	
BOARDING HOUSE			P	P	P	
BREW PUB		P	P	P	P	
CAR WASH		P	P	P	P	
CATERER	C	P	P	P	P	
CEMETERY	Cm	Cm	Cm	Cm	Cm	
CHECK CASHING FACILITY			C	P	P	SECTION 37.92.J
CHILD DAY CARE, SMALL	P	P	P		P	SECTION 37.92.C
CHILD DAY CARE, LARGE		P	P	P	P	SECTION 37.92.C
CHILD DAY CARE, COMMERCIAL			P	P	P	SECTION 37.92.C
COMMUNITY CENTER	Cm	P	P	P	P	
COMMUNITY GARDEN	P	P	P			
CONVELESCENT CENTER		P	P		P	
DAY SHELTER/FACILITY (HOMELESS)			C	C	C	
DWELLING MULTI-FAMILY		P		P		
DWELLING OWNER/PROPRIETOR		P		P		
DWELLING,	P					

SINGLE-FAMILY DETACHED						
DWELLING TOWNHOUSE	P					
DWELLING, SINGLE-FAMILY ATTACHED	P					

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major;
(Blank) = Not Permitted

TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
DWELLING TWO-FAMILY	P					
ELDERLY HOUSING, CONTINUING CARE		P	P		P	
ELDERLY HOUSING, NURSING HOME		P	P		P	
ELDERLY HOUSING, RETIREMENT HOUSING		P	P		P	
EMERGENCY SERVICES	P	P	P	P	P	
FARMERS MARKET	P	P	P	P	P	
FINANCIAL INSTITUTION	Cm	P	P	P	P	
FRATERNITY/ SORORITY HOUSE		P				SECTION 37.92.E
FUNERAL HOME/MORTUARY			P		P	
GAS STATION		P	P	P	P	
GOVERNMENT FACILITY		P	P	P	P	
GROUP/COMMUNIT Y HOME, SMALL	P					SECTION 37.92.I
GROUP/COMMUNIT Y HOME, LARGE	Cm	P				SECTION 37.92.I
HALFWAY HOUSE			C		C	
HOMELESS SHELTER			C	C	C	
HOSPITAL			P	P	P	
HOTEL/MOTEL			P	P	P	
HOUSE OF WORSHIP, SMALL	P	P	C		P	
HOUSE OF WORSHIP, LARGE	Cm	Cm	C		P	
HOUSE OF WORSHIP, MEGA					P	
INDEPENDENT LIVING FACILITY		P				
KENNEL		P	P		P	
LABORATORY			P	P	P	
LIBRARY	P	P	P	P	P	
MAINTENANCE/REP AIR SERVICES		P	P	P	P	
MANUFACTURED HOUSING SALES LOT					P	
MEDICAL/DENTAL CLINIC	P	P	P	P	P	
MICROBREWERY					C	
MINI-WAREHOUSE		C			P	
MUSEUM	P	P	P	P	P	
OFFICE	P	P	P	P	P	
OFF-PREMISE ADVERTISING SIGN		Cm	Cm	Cm	Cm	
PARK or PLAYGROUND	P	P	P	P	P	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major;
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TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
PARKING LOT, COMMERCIAL			C	P	P	
PARKING STRUCTURE			C	P	P	
PASSENGER TERMINAL			P	P	P	
PAY-DAY LOAN AGENCY			C	P	P	SECTION 37.92.J
PERSONAL SERVICES ESTABLISHMENT	P	P	P	P	P	
PET CARE FACILITY		P	P	P	P	
PET DAY CARE		P	P	P	P	
PET GROOMING	P	P	P	P	P	
RADIO/TELEVISION ANTENNAE/TOWERS		Cm	Cm	Cm	Cm	
RECEPTION/BANQUET HALL		P	P	P	P	
RECREATIONAL FACILITY, INDOOR			P	P	P	
RECREATIONAL FACILITY, OUTDOOR					P	
RECREATIONAL VEHICLE PARK			P	Cm		
REHABILITATIVE CARE CENTER			C		P	
RESIDENTIAL CARE CENTER	C	P	P		P	
RESTAURANT, CARRY-OUT		P	P	P	P	
RESTAURANT, FAST FOOD		P	P	P	P	
RESTAURANT, FULL-SERVICE		P	P	P	P	
RESTAURANT, SPECIALTY	P	P	P	P	P	
RETAIL GOODS ESTABLISHMENT	P	P	P	P	P	
RETAIL MANUFACTURING		Cm	P		P	
SHELTER			C	C	C	
SOCIAL CLUB/LODGE		Cm	P	P	P	
SOCIAL SERVICE AGENCY			C	C	C	
SOUP KITCHEN			C	C	C	
STORAGE YARD, VEHICLE			Cm			
SUBSTANCE ABUSE TREATMENT FACILITY			C		C	
TATTOO PARLOR		P	P		P	
TAXIDERMY		P	P		P	
TRANSITIONAL HOUSING		C		Cm		
URBAN AGRICULTURE					P	
VETERINARY HOSPITAL	Cm	P	P		P	
WAREHOUSE, WHOLESALE OR STORAGE			Cm		P	
ACCESSORY						
ALCOHOL BEVERAGE SALES,		C	C	P	P	

OFF-PREMISE						
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TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
ACCESSORY						
ALCOHOL BEVERAGE SALES, ON-PREMISE		C	P	P	P	
COLUMBARIUM	Cm	Cm	Cm	Cm	Cm	SECTION 37.76.E
CREMATORIUM	Cm	Cm	Cm	Cm	Cm	
DRIVE-THROUGH			P	P	P	
LIVE ENTERTAINMENT			P	P	P	SECTION 37.92.H
PARKING GARAGE			C	P	P	
TEMPORARY						
REVIVAL CHURCH			C	C	C	
CARNIVAL/FAIR			C	C	C	

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BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 10th day of February, 2015.
 NOTICE PUBLISHED on the _____ day of _____,

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 _____,
 2015.

 CHAIRMAN

 CITY CLERK

 MAYOR'S APPROVAL

 MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

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

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

February 2, 2015

CITY HALL

MONROE, LOUISIANA

RE: TAM 100-15

APPLICANT: PUD/Planning & Zoning Division

MOTIONED BY: Mr. Hunt Neely

SECONDED BY: Mrs. Susan Hollis

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area **are** sufficient to justify the request an ordinance amending Chapter 37, Zoning, Article III, of the Code of the City of Monroe, Article II, Definitions and Rules of Interpretation, Section 37-21, Definitions, Article III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: TAM 100-15
NAME OF APPLICANT: City of Monroe
ADDRESS OF PROPERTY: N/A
COUNCIL DISTRICT: N/A

Request: Amend Chapter 37, Zoning, Article II, Definitions and Rules of Interpretation, Article III, Use Districts, Sec. 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses

To Add: The definitions of social service agency, shelter, homeless shelter, day shelter/day facility, and soup kitchen and add a Major Conditional Use in the B-3, General Commercial/Business District, B-4, Heavy Commercial District, and CBD, Central Business District.

Purpose of Request: To amend the Zoning Ordinance to define homeless related uses and to add these uses in the commercial use table as major conditional uses.

Adverse Influences:

Positive Influences: Homeless facilities are on the increase and the ordinance does not presently define these types of uses especially the newer uses. This amendment will add the uses in the appropriate districts as a major conditional use. This will require two additional levels of review which will insure that the use would not be detrimental to the neighborhoods.

Comments/

Recommendations:

The Downtown Economic Development District as well as a local non-profit group has requested that the ordinance be amended to add these uses for the downtown and other commercial areas. Services and facilities for the homeless are increasing and these types of uses need to be specifically addressed. Defining the types of uses needed and where they can be located will help regulate these uses. The uses will be permitted uses but will require a major conditional use permit. This will allow the Planning Commission to evaluate each request to see if that particular location is appropriate for the use and to allow the public to have input on the request. The Planning Commission's recommendation of approval, approval with

TAM 100-15
Homeless Uses

conditions or denial will then be sent to the City Council for their review.

The uses may be added to, amended or removed over time as needed as the types of services and facilities that serve the homeless and transient population will change over time.

Options:

Approve text amendment as presented.

Deny text amendment as presented.

Social Service Agency – A facility operated by an organization which provides services such as training, counseling, health, or the distribution of food or clothing. This term includes but is not limited to a facility offering life skills training, substance abuse counseling, or housing services. This term does not include an emergency residential shelter.

Homeless Shelter - A facility providing temporary housing to indigent, needy, homeless, or transient persons; may also provide ancillary services such as counseling, vocational training. Such assistance may include food and/or shelter and may, in addition, include religious instruction. Such shelters shall not provide lodging on a regular basis and shall not provide shelter for the same individuals.

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Soup kitchen - A place where food is prepared and offered to the hungry for free or at a below market price and is staffed by volunteer organizations such as church or community groups.

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ADULT DAY CARE, LARGE		P	P		P	SECTION 37.92.C
ADULT DAY CARE, COMMERCIAL			P	P	P	SECTION 37.92.C
ADULT USE					P	SECTION 37.92.A
ART GALLERY	P	P	P	P	P	
ARTS STUDIO	P	P	P	P	P	
AUTOMOBILE/VEHICLE DEALERSHIP			P		P	

ELDERLY HOUSING, CONTINUING CARE		P	P		P	
ELDERLY HOUSING, NURSING HOME		P	P		P	
ELDERLY HOUSING, RETIREMENT HOUSING		P	P		P	
EMERGENCY SERVICES	P	P	P	P	P	
FARMERS MARKET	P	P	P	P	P	
FINANCIAL INSTITUTION	Cm	P	P	P	P	
FRATERNITY/ SORORITY HOUSE		P				SECTION 37.92.E
FUNERAL HOME/MORTUARY			P		P	
GAS STATION		P	P	P	P	
GOVERNMENT FACILITY		P	P	P	P	
GROUP/COMMUNIT Y HOME, SMALL	P					SECTION 37.92.I
GROUP/COMMUNIT Y HOME, LARGE	Cm	P				SECTION 37.92.I
HALFWAY HOUSE			C		C	
HOMELESS SHELTER			C	C	C	
HOSPITAL			P	P	P	
HOTEL/MOTEL			P	P	P	
HOUSE OF WORSHIP, SMALL	P	P	C		P	
HOUSE OF WORSHIP, LARGE	Cm	Cm	C		P	
HOUSE OF WORSHIP, MEGA					P	
INDEPENDENT LIVING FACILITY		P				
KENNEL		P	P		P	
LABORATORY			P	P	P	
LIBRARY	P	P	P	P	P	
MAINTENANCE/REP AIR SERVICES		P	P	P	P	
MANUFACTURED HOUSING SALES LOT					P	
MEDICAL/DENTAL CLINIC	P	P	P	P	P	
MICROBREWERY					C	
MINI-WAREHOUSE		C			P	
MUSEUM	P	P	P	P	P	
OFFICE	P	P	P	P	P	
OFF-PREMISE ADVERTISING SIGN		Cm	Cm	Cm	Cm	
PARK or	P	P	P	P	P	

SOCIAL SERVICE AGENCY			C	C	C	
SOUP KITCHEN			C	C	C	
STORAGE YARD, VEHICLE			Cm			
SUBSTANCE ABUSE TREATMENT FACILITY			C		C	
TATTOO PARLOR		P	P		P	
TAXIDERMY		P	P		P	
TRANSITIONAL HOUSING		C		Cm		
URBAN AGRICULTURE					P	
VETERINARY HOSPITAL	Cm	P	P		P	
WAREHOUSE, WHOLESALE OR STORAGE			Cm		P	
ACCESSORY						
ALCOHOL BEVERAGE SALES, OFF-PREMISE		C	C	P	P	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major;
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ACCESSORY						
ALCOHOL BEVERAGE SALES, ON-PREMISE		C	P	P	P	
COLUMBARIUM	Cm	Cm	Cm	Cm	Cm	SECTION 37.76.E
CREMATORIUM	Cm	Cm	Cm	Cm	Cm	
DRIVE-THROUGH			P	P	P	
LIVE ENTERTAINMENT			P	P	P	SECTION 37.92.H
PARKING GARAGE			C	P	P	
TEMPORARY						
REVIVAL CHURCH			C	C	C	
CARNIVAL/FAIR			C	C	C	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major;
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