

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – DECEMBER 22, 2015, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – DR. ARMSTRONG:

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 DECEMBER 8, 2015:
(Public Comment)

V: PRESENTATION:

NONE.

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

NONE.

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Accept the bid of HD Supply of Monroe, LA for a Pax Mixing System for the Water Treatment Plant Ref # 2016-00000037 as recommended by the Director of Administration as being the low bidder and meets the specifications for this bid. The vendor was the low bidder and meets the specifications for this bid and has been cleared by the Tax and Revenue Division. The cost is \$40,444.44. Funds for this purchase will be derived from the Repair & Maintenance Equipment Account, which has a balance of \$290,000.00.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

None.

2. Department of Administration:

Public Comment:

Renewals:

(a) Consider an Application by Proven Point LLC (J. Nicholson) dba Sixth Street Saloon, 1026 N. 6th Street, Monroe, LA 71201 for a Renewal 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Passed over at the last meeting)

(b) Consider twenty-one (21) Renewal Applications for a New 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider fourteen (14) Renewal Applications for a New 2016 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider two (2) Renewal Applications for a New 2016 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

New:

(e) Consider an Application by Surbrena Thomas dba Sippers Sports Bar, 100 Sterlington Rd., Monroe, LA 71203 for a New 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(f) Consider an Application by Alana & John Belton dba Copeland's, 3851 Pecanland Dr., Monroe, LA 71203 for a New 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(g) Consider an Application by James R. Kelley Jr., dba Brass Monkey, 521 DeSiard Street, Monroe, LA 71201 for a New 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(h) Consider an Application by Mitch P. Smith dba Chris's Package Liquor, 502 Winnsboro R., Monroe, LA 71202 for a New 2016 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(i) Consider an Application by Sookham Dhillon dba Now & Save #18, 1420 US Hwy. 165 South, Monroe, LA 71203 for a New 2016 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(j) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a contract with Rainer Anding Talbot & Mulhearn for Collection of Sales Tax and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

(a) Consider request by Luisa Macabanti dba Just Stop, 3100 Renwick Street, Monroe LA for a Major Conditional Use Permit to authorize the use of the existing structure to sell beer with consumption off-premise as an accessory use to a carry-out restaurant. The Conditional Use does not take the place of a liquor license, but approves the use of this location for the liquor sales. The applicant still needs to apply for a liquor license. Planning Commission recommends denial with a 4-0-1 vote.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto. (Passed over at the last meeting)

(b) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and St. John the Baptist Parish and further providing with respect thereto. (Passed over at the last meeting)

(c) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Terrebonne Parish Consolidated Government and further providing with respect thereto. (Passed over at the last meeting)

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the MLU Parking Facility Perimeter Fence Contract, between the City of Monroe and Columbus Fence Company, for a decrease in the contract amount of \$2,353.48 and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. one (1) to the Various Bridge Repairs Contract, between the City of Monroe and Dirtworks, Inc. of Vicksburg, for a decrease in the contract amount of \$4,443.30 and further providing with respect thereto.

(c) Adopt a resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the Evangeline Street Drainage Improvement Contract, between the City of Monroe and Amethyst Construction, Inc., for an increase in the contract amount of _____ and further providing with respect thereto.

(d) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract with James M. Standard & Associates, Inc., to provide Professional Electrical Engineering Services for the Civic Center Theater Building Main Distribution Panel and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance amending and adjusting the City of Monroe Operating Budget for the fiscal year 2015-2016. (Admin.)

(b) Introduce an Ordinance amending Chapter 37, Zoning, Article II, Definitions and Rules of Interpretation, Section 21, Definitions, Article IV, Planned Unit Developments, Chapter 32, Subdivision Regulations, Article II, Definitions, Section 32-21, Definitions, and Article III, Administrative Procedures Section of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z) (gated communities)

(c) Introduce an Ordinance amending Chapter 37, Zoning, of the Code of the City of Monroe, 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) (light manufacturing)

(d) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Vikram Visay, LLC all rights, title and interest that the City may have acquired to Lot in Square 28, Layton's 2nd Addition, Ouachita Parish, 211 Texas Avenue, District 3, Monroe, La, by adjudication at tax sale dated July 14, 2012, and further with respect thereto. (Legal)

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

Public Comment:

NONE,

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.



District #1
Dr. Raymond A. Armstrong
Vice-Chairman

District #2
Mrs. Gretchen H. Ezernack

District #3
Ms. Betty Blakes
Chairman

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

District #4
Mr. Kenneth Wilson

District #5
Mr. Eddie Clark

Council Minutes
December 08, 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 Betty Blakes, Chairwoman, called the meeting to order and she asked the Council Clerk to call the roll.

Council members present: Mrs. Ezernack, Ms. Blakes, Dr. Armstrong, Mr. Wilson, Mr. Clark.

Council member (s) absent: None.

Chairwoman Blakes declared a quorum and the Invocation/Pledge were led by James E. Mayo, Mayor.

Chairwoman Blakes proceeded by acknowledging the time for special announcements and/or communications.

Dr. Armstrong welcomed each present and he asked that everyone would remember the Blessed season of the Christmas Holiday; he prayed that terrorism would not affect the world, this season and that the season would be safe.

Mrs. Ezernack welcomed each one present and wished everyone a blessed season and to remember those in need.

Mr. Wilson welcomed each one present and acknowledged prayer for Judge Joyce and his family, Ms. Bryant, Mr. Hackney and Ms. Walker. He announced an old fashioned Christmas Party, Council on Aging, hosted by DA Jerry Jones and Representative Katrina Jackson, Dec. 10, 9:30 am, Civic Center Arena, free Christmas Dinner and for rides to the event can call the Council on Aging; he visited nursing homes and was able to fellowship with seniors; he acknowledged Minnie Ruffin students and other students and to be safe during the holidays; he thanked the District 4 citizens for going back in to office unopposed; he donates his Council pay back to the community organizations and will be donating in 2016 to Sickle Cell Foundation; he stated that he would be standing with Charwoman Blakes and Councilman Clark during the March 5, 2016 election.

Mr. Clark welcomed each one present and extended holiday greetings; he acknowledged his condolences to the Joyce family and Judge Amon; he congratulated Councilman Wilson and Councilwoman Ezernack for going back unopposed; he acknowledged Cypress Point Elementary students Beta Club at the SCIA meeting; he and Councilman Wilson donated \$500 to Cypress Point School.

Mayor Mayo welcomed each one present and acknowledged Councilwoman Ezernack and Councilman Wilson for going back in unopposed; he spoke about his appointment to the Governor-Elect Transition team of John Bel Edwards and have attended two meetings and appointed several people from Monroe and throughout this area to some of the departments; he discussed of all the governors, that this is the first time ever having citizens from Monroe and the surrounding areas as a part of the team, he mentioned to them how Northeast L.a. is left out of projects and attention and it is not on deaf hears and is thankful for them adhering to his requests and other how his appointment will benefit Monroe and expressed his desire for all to work together across party lines; and said he appointed several people

from ULM, Grambling, La. Tech and Delta Community College to the higher education transition team and three people to the healthcare committee.

Ms. Blakes welcomed each one present and acknowledged Councilwoman Ezernack and Councilman Wilson for the opportunity to return back to their seats; she acknowledged Mr. Janway and the Street department, Mr. Person for their work on the sidewalks Carroll Jr. High Schools which would make it safer for the boys and girls and is hopeful for the sidewalk work to begin at Carroll High School and Lincoln Elementary School soon; volunteers are requested to fill the bags at Saul Adler on December 14 and 16th for Good Fellows and to call Saul Adler; you can also volunteer on Dec. 17 and 18th you can assist giving them out; the announcement was made about the Transit Route adjustment and read the announcement from 1 ½ to 45 minutes and is due to the low ridership in the little Cuba area; the Marx Street and Burg Jones Lane route was changed and for more information to contact the transit department.

Upon a motion of Mr. Clark and seconded by Mr. Wilson, the minutes of the Legal and Regular session of November 24, 2015 were approved unanimously. (There were no comments from the public).

V: PRESENTATION:

NONE.

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

NONE.

VII: ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Accept the bid of Bright Construction, LLC in the amount of \$29,600.00 for a structure located at **500 South 23rd Street, Renwick's Addition 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 \$4,600.00 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 November 19, 2015 and further providing with respect thereto.

Comments:

Ms. Nell Bradley asked if the findings from the Auditor for the CDBG funds been corrected; she asked what was the 30% from the grants for the running of the office for and what goes to salaries, etc. and an update is needed.

Mr. Dewayne Robinson, Project Specialist for Community Development Division, said that 15% is the percentage set aside for administrative fees.

Mrs. Ezernack asked if the three contractor's licenses were good as this was a finding and that the insurance needed to be verified and asked how the recommendations for these were being corrected when the bids are awarded; Mr. Robinson said he pulled each license and called the insurance and he has a copy; she wanted to know the contractor board rules for contractor's having a commercial license doing residential work; Mr. Robinson said three of the contractors have state licenses and the renovation remodeling contractors can only do work up to \$75,000 and not above unless they have a state license; Mrs. Ezernack asked if the three contractors do have state licenses and he said yes, three of their four contractors had state licenses and one has a renovation remodeling license; she said the Wilson Enterprise had the business in his personal name and not in Wilson Enterprise and asked if the contract should be in his personal name and not Wilson Enterprise; Mr. Robinson said sometimes the licenses come in their personal name and sometimes under their construction name and if he turns in his actual name then the license will appear as such; Mrs. Ezernack asked if the contract should be with him since the license is in his name and this is something that bears an investigation; Mr. Robinson said Wilson Enterprises is just his company name; Mrs. Ezernack said it is like a DBA, because it is not registered with the Secretary of

State; Mr. Robinson said it is registered with the Secretary of State as Michael Devanny Wilson; Ms. Ezernack said this should be looked into and asked in relation to one of the findings about the income eligibility criteria and if this has been looked into; Mr. Robinson said by the HUD guidelines, that they are to check the income every six months and when that particular person applied, that they qualified and then due to overtime stuff and things like that almost six months later when they came in and checked, initially she did qualify; Mrs. Ezernack said having a checklist to show items like these are verified would be helpful when the packet is sent to Council for those being awarded the bids; Mr. Robinson said they agreed relative to the audit findings and that they would call to make sure they had copies of the insurance because there is no way to know that it is not current because the state does not post this information, so they call to verify with the insurance company; Mrs. Ezernack said they can get notification from the insurance company if they are cancelled; Mayor said the city will be an additional insured and when there is a cancellation, the city will be notified; Ms. Blakes stated the Council receives the information in a lump summary and it does not specify what specific work that the contractor does for that particular house renovation job and the money that he receives for the type of renovation; Mr. Robinson said it depends upon what license they do and if they go in as a general contractor, that they can do the majority of the work that need to be done and if they are doing electrical, plumbing work then they will need those type permits and most of the time, they sub the work out and then the subs will need to have those licenses; Ms. Blakes asked if the contractor subs the work out; he said when the contract is given to the general contractor and he gets a permit on the residence and when it is subbed out for plumbing, electrical work, then the sub-contractor has to go to the permit office and show their license, insurance; Ms. Blakes asked for an explanation of hardship cases and how it works; Mr. Robinson said it is a case by case basis and if the funds are available and if the work goes over \$25,000 and they need more work to be done than \$25,000 and they qualify for a hardship and if funds are available, then the office will add to that amount needed; if they don't qualify for the hardship, then they can apply for the loan that is available or then he decreases the job down to whatever the grant amount is; the \$10,000 is for senior citizens, ages 62 and above and the \$25,000 is used in target areas or emergency funds and the grant can go up to \$25,000 depending on their emergency; Ms. Blakes noticed that Wilson Enterprises had two jobs at two different locations for the same amount of \$16,150; Mr. Robinson said he can't control what the contractor's bid; he said the work is not the same on both properties, but this is how he bid it when he bid for the jobs

(b) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Accept the bid of Wilson Enterprise in the amount of \$51,900.00 for a structure located at **316 Malvern Street, 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 \$26,900.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(c) Upon a motion by Mr. Clark, seconded by Dr. Armstrong and unanimously approved to Accept the bid of Matcon Contractor's Inc. in the amount of \$40,750.00 for a structure located at **700 South 11th 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 \$15,750.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(d) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Accept the bid Matcon Contractor's Inc. in the amount of \$33,550.00 for a structure located at **3405 Owl Street, Booker T Washington 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 \$8,550.00.00 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 November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(e) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Accept the bid of Bright Construction LLC in the amount of \$45,550.00 for a structure located at **4007 Gayton Street, Booker T Washington** 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 \$20,550.00. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(f) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Accept the bid Wilson Enterprise in the amount of \$37,500.00 for a structure located at **603 South 25th 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 \$12,500.00 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 November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(g) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Accept the bid of Wilson Enterprise in the amount of \$16,150.00 for a structure located at **210 Perishing Street, Lee Avenue Neighborhood 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 November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(h) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Accept the bid of Bright Construction, LLC in the amount of \$42,850.00 for a structure located at **1608 Texas 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 \$17,850.00. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(i) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Accept the bid of Bright Construction in the amount of \$33,300.00 for a structure located at **1901 Oaklawn Dr., Parkview 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 \$8,300.00 Grant limits may be exceeded only when funding is available and a hardship can be documented. Hardships cases will be addressed on a case-by-case basis. This structure was bid on January 29, 2015 and further providing with respect thereto. (There were no comments from the public).

(j) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Accept the bid Matcon Contractors, Inc. in the amount of \$45,450.00 for a structure located at **2601 Breard Street, Lamyville 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 \$10,450.00. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(k) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Accept the bid Wilson Enterprise in the amount of \$16,150.00 for a structure located at **405 Magnolia Street, Lamyview 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 November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(l) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Accept the bid of Bright Construction, LLC. in the amount of \$53,600.00 for a structure located at **4104 Beale Street, Booker T Washington** 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 \$28,600.00. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

(m) Upon a motion by Mr. Clark, seconded by Dr. Armstrong and unanimously approved to Accept the bid Matcon Contractors, Inc. in the amount of \$30,700.00 for a structure located at **3313 Louberta Street, Booker T Washington 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 \$5,700.00. This structure was bid on November 19, 2015 and further providing with respect thereto. (There were no comments from the public).

VIII: RESOLUTIONS AND MINUTE ENTRIES:

I. Council:

Public Comment:

(a) Upon a motion by Dr. Armstrong, seconded by Mrs. Ezernack and unanimously approved to remove from the agenda to Adopt a Resolution naming the Monroe Convention Center located at the Monroe Civic Center Complex in the City of Monroe, Louisiana, the Abe Pierce, III Convention Center, and further providing with respect thereto. (Blakes) (This item was passed over at the last meeting.) (There were no comments from the public).

(c) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6567, recommending that the Mayor enter into a joint arrangement with Ouachita Parish, Town of Richwood and the City of Monroe to study drainage issues causing flooding of homes along south 6th to find a solution to stop flooding of citizen homes. (Clark)

Comments:

Mr. Joe Hall, citizen, asked for an explanation of the proposal;

Mr. Clark explained the proposal as one being done on behalf of the residents of the South 6th Street area which would address the concerns when citizens including Mr. Hall met months ago at Henrietta Johnson Center regarding the flooding issues; Mr. Holland attended this meeting representing the engineering department as well as Rev. John Russell, Ouachita Parish School Board and other Police Jurors present; this resolution recommends that the Mayor would enter into a study with Ouachita Parish, Richwood and the City to study how to relieve the flooding issues in that area, to not put a burden on homeowner who live on South 6th Street; the apartments built along Burg Jones lane are in Richwood and they were built higher than the back yards of the residents on south sixth street and when there is a rain storm the water flows from the apartments into the backyards of the homeowners creating flooding issues; although a retention pond was put in by the builder of the apartments, Standard Enterprises, there is still concern of flooding in the backyards of the homeowners; there was dissatisfaction spoken at the meeting about how the apartments were built higher than the backyards of the residents and when something like this is done, it is a legal concern; he said bales of pine straw were put out to serve as a barrier, but this won't soak up the rain when there is a rainstorm and currently there are flooding concerns in the South 6th area and it compounds the drainage issues;

Mr. Hall said the meeting was last year in December and he asked why the lateness of the proposal being done and said he came to Mr. Clark before it got high for eight weeks with no response at all; Mr. Clark said he called him and that they did speak personally about this; Mr. Hall said no; Mr. Clark said he attended the meeting at Henrietta Johnson and explained at the meeting that they would do something to get things going on behalf of the residents in the area, and that the city has no jurisdiction over Richwood and how Rev. Russell was frustrated that the property was annexed into Richwood, because they had no government in place to police this issue, although the meeting took place there was no mechanism in place to stop Standard Enterprises from building in Richwood and on private property, and he mentioned

Mr. Holland explaining the retention pond and what the city would do to monitor it to assist the homeowners; the study is being brought to see what can be done for the homeowners to offer additional relief on behalf of the city, even though the property is not in the city jurisdiction; Mr. Hall said in the beginning when the trees were being cut down, that he notified Mr. Holland who said he didn't know what was going on; Mr. Holland explained there were a lot of issues with this matter; he said he brought this matter to Ms. Golden, as there were no project signs, ownership or anything when the project was discovered; he knew about the flooding already on South 6th Street and as they checked into this project found out it was a Richwood development and they contacted the parish engineer and they were surprised and a meeting with Standard Enterprise was held and a retention pond was developed, and it was never a part of their plans and it is somewhat smaller than what would like to see, they tried to get additional property from Swayze School and was unsuccessful in this; the retention pond is working and during the last rains, have taken pictures of the pond, it is draining, but there is a lot of obstruction and the city can't go into another jurisdiction without some type of approval; if there is a six inch rain, doesn't know what will happen, there is retention that need to be done on the parish side, the city side does not have an easement, not right of way, it is all private property; Mr. Clark mentioned Ms. Golden's presence at the meeting, although the city hands were tied with respect to the project being in Richwood and it was explained to those in attendance at the meeting and they haven't been invited to another meeting and thought it was a good meeting and thought were able to negotiate by conversation certain concession or things Standard Enterprises would do even though it is a parish project to assist the homeowners and this is the last they heard of it until Mr. Holland talked about how he had been monitoring the project as well as himself and the city can't go into Richwood and do anything and this is the frustration that has come from the parish officials, parish school board members as well as himself as Councilman and is what transpired at the meeting and trying to get with Richwood to see what can be done; Richwood Mayor Alvin was at the meeting who said they didn't have any funds to add to anything although the project is located in Richwood; the ball has not been dropped and this is why he has asked Mayor Mayo to enter into a study to see how we can make it better although it is not in the City and we are doing something to try to help; the City of Monroe has offered everything they could to help in this matter;

Ms. Bradley commended Mr. Clark on his efforts and said we need to accept this; she said Mr. Hall should sue the parish for letting someone build there and them not going by the codes; Mr. Clark said they talked about litigation at the meeting, as Standard Enterprises had their officials present; they wanted to do everything they could to avoid litigation and is why a retention pond was negotiated at the request of himself, Ms. Golden and Mr. Holland; the proposed study is a result of the communication to assist the homeowners; Mr. Hall said it was a year ago that the meeting was held and the issue is when he came to see Mr. Clarks was when the trees were being cut down and knowing his background in law to see him to combat this matter before it got worse and it has been ongoing; he said the reason Standard Enterprises walked through the neighborhood to speak with the neighbors was because of the situation of bringing attention to it and beforehand, there was no communication with them at all; on Oct. 25 and 26 there was 80% chance of rain that filled the neighbors backyards 2/3 of the way and in speaking with Standard Enterprise who said the retention pond did its job and if there was no retention pond that it would have flooded; he said they are wrong and if there are 4-5 days of a 100% chance of rain that it will flood; he said what they have done will make the matters worse and it will flood; Mr. Hall said the incline is the problem in the areas of McGee Street and he proposed that a canal ditch lined and concrete 12 feet deep; Ms. Golden said she was in agreement with Mr. Clark as they have been working with the entities and the resolution will formalize it and the problem in the city can only be fixed by a solution that is in the parish; is illegal to spend city money in the parish without an agreement that authorizes this; Mr. Clark explained there was no sign of the project posted so that the city could do anything on the front end of the project; Ms. Golden stated as an adjacent property owner, that Mr. Hall can get something done very quickly, because he has a legal right to sue them and doesn't need anyone to agree with him to do this;

Ms. Kyrston Brooks mentioned that she called Public Works because it rained and where she lives on McGee Street, that she noticed that water was running from South 6th Street and it flooded her front and backyard that is right along a containment ditch which had no water in it and is five feet from it; she commended them for the joint effort and said based on what Mr. Hall said that there may be other solutions; public works came out and pulled leaves from the ditch and doesn't understand how the water miss the containment ditch and landed in her yard and suggested looking at the existing infrastructure for solutions.

Dr. Armstrong said in the process of doing this and if the solution is found to be a multijurisdictional area relative to engineering and if there are legal issues that they would be outlined as well and commended the city of Monroe for taking the lead to solving the problem.

Mr. Wilson said he went out took the pictures and forwarded them to Standard Enterprise and hopefully the cooperative agreement will get the parish and Richwood to do something and he offered his assistance to do whatever else is needed.

2. Department of Administration:

Public Comment:

(a) Upon a motion by Mrs. Ezernack, seconded by Mr. Wilson and unanimously approved to remove item number four alcohol liquor request renewal application (Sixth Street Bar) until December 22, 2015 council meeting.

Upon a motion by Mr. Clark, seconded by Mr. Wilson and approved; (Mrs. Ezernack abstained from number 7 & 11) to Consider twenty-three (23) Renewal Applications for a New 2016 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

Comments:

Mr. David Pivont, citizen, spoke about disapproving the bars renewal alcohol license, the Sixth Street Bar, he said there is a continuing problem since their license was restored, and since it has been restored two people were shot in the parking lot in front the bar and it is an extreme problem; video was shown reflecting the bar and the night activity; the bar was cited twice for selling alcohol to minors, once in January and again in April;

Ms. Marilyn Denoux, support entrepreneurial ship, but spoke about the bar being out of control, they have called the police over the years, kids get drunk and get into romantic relationships, she has had to water hose them down; Saturday night car went down Stubbs honking the horn; she went out with a broom to get them to move and then they began to run her down; the customers of the bar are out of control; she doesn't think the liquor license should be renewed.

Ms. Nell Bradley said she supports Mr. Pivont, and she asked if the city police was notified by ATC when someone offends the law and that would think they should know and if not should get a law before the legislature so that we can do something if they are not abiding by the law and don't depend on the alcohol people to manage it.

Mr. Ryan Millikin said a renter that lives next door to the bar reported that a bullet came through the kitchen wall and said his mom had to force a report being made because of off duty police officers working at the bar; he owned the bar fifteen years ago and they never had any problems with him; something need to be done about this problem.

Mr. Joseph Foster, citizen, owner of a building across the street from the bar, supports business, but said when it interferes with the neighbors and the people and it being a nuisance and danger then some type of control should be done.

Ryan's mother, said she deals with the tenants that are next door to the bar and whenever they come to pay the rent they are always complaining about the bar patrons going into the yard; they are doing drugs in the yard, having sex, breaking bottles and a fence was replaced from a six foot to an eight foot hoping this would give renters some privacy, but this haven't stopped anything; have talked with the owners asking them to control the trash, to keep the patrons from walking in the neighborhood and they said they can't control this, they have security but it doesn't do any good; it's bad for those who have children that go to school and wish they would not get their license renewed.

There was no one present from the Sixth Street Bar present; Mrs. Ezernack stated being down this road before and said the Monroe Police doesn't have any disqualifying records and asked that meant the state didn't have any because they were cited to selling alcohol to underage people and suggested this would be removed tonight and put on at the next meeting and do more investigation.

It was stated by a citizen that the bar has had enough second chances and investigations and have shown that people have been shot; a house was shot into and showed what the ATC said, with having two violations for selling liquor to minors, can't endorse or condone this and need to deal with this issue tonight.

Mrs. Ezernack said what her motion was intended for was to get the legal advice needed to do what is necessary and come back and make this decision one way or the other at the December 22, 2105; Ms. Bradley asked if the license they received was a conditional license; Ms. Blakes said before they make a decision agreed with Mrs. Ezernack to bring it back; Mr. Wilson asked legal if they had anything; Legal stated they showed an article from News star and a report from the police department and said she would like to get the entire case file and check the selling to minors violation; Dr. Armstrong said it was a responsible approach.

(b) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Consider thirty-three (33) Renewal Applications for a New 2016 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no comments from the public).

(c) Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to Consider one (1) Renewal Applications for a New 2016 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no comments from the public).

(d) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Consider two (2) Renewal Applications for a New 2016 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no comments from the public).

(e) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Consider one (1) Renewal Applications for a New 2016 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no comments from the public).

3. Department of Planning & Urban Development:

(a) Upon a motion by Mrs. Ezernack, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6568, authorizing James E. Mayo, Mayor, to enter into and execute a Memorandum of Understanding by and between the City of Monroe and Ouachita Council on Aging in the amount of \$10,000.00 from CDBG b-15-mc-22-0005, and further providing with respect thereto. (There were no comments from the public).

Comments:

Dr. Armstrong stated that he supports the grant, but wanted to ensure all the accounting for this was being done; Mrs. Downs said it was being done.

(b) Upon a motion by Mr. Clark, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6569, authorizing James E. Mayo, Mayor, to enter into and execute a Memorandum of Understanding by and between the City of Monroe and Opportunities Industrialization Center of Ouachita, Inc. of \$24,000.00 from CDBG b-15-mc-22-0005, and further providing with respect thereto. (There were no comments from the public).

Comments:

Dr. Armstrong stated that he supports the grant, but wanted to ensure all the accounting for this was being done; Mrs. Downs said it was being done.

Ms. Blakes stated she was glad to see OIC getting funds for the students.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Upon a motion by Mr. Wilson, seconded by Mrs. Ezernack and unanimously approved to Consider request from the Public Works Department, Water Distribution Division for Council approval for the Purchasing Division to advertise for a one (1) year supply contract of various Water Distribution parts. Funds for these purchases will be derived from the Inventory Account, which has a balance of \$117,729.00 and billed to the Division accordingly. (There were no comments from the public).

7. Department of Community Affairs:

Public Comment:

(a) Upon a motion by Dr. Armstrong, seconded by Mrs. Ezernack and unanimously approved to remove Items A, B and C from the agenda until December 22, 2015.

(a) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto.

Comments:

Ms. Nell Bradley asked if homeland security gave the city funds to take in the parishes and asked why was rent being charged to them for the shelter;

Mr. Ross said from 2011-15 there have been MOU's with the south Louisiana parishes and are now doing an updated MOU from 2016-2020; Mr. Charles Thomas said there was a point to point agreement with all three parishes and that they will take care of their own expenses when they arrive to Monroe and Monroe will not be encumbering any expenses and the reason the community center and the civic center are shelter is they have been given federal funds to upgrades on all the buildings in preparation of a hurricane and once they leave a final inspection will be done and if damages then those damages will be paid for; Ms. Blakes asked Ms. Bradley's question again, if the people were being charged to come up to be in the facilities and he said they were not being charged in the case of a disaster; Ms. Bradley said it states that they pay \$600 per day rent to Monroe, LA when the state says we have to take care of them and it sounds like someone is trying to make some money; Mr. Ross said it was told by Mr. Thomas how it works at the civic center; he said there was a charge at the community centers and the basic price as if you rent a center, \$25 per hour and it was in the last MOU; Mr. Ross said Lafourche and St. John the Baptist are being charged and said a lot of people come in a do activities and the \$25 is to help with their budget; Ms. Blakes asked if the state pays for this in the grant; He said one of the grants was for generators; Mrs. Ezernack said it is possible that the parishes are getting reimbursed from the state or other entity and we wouldn't know this;

Ms. Bradley said before this is approved that it should be taken care of with the state as she remembers Homeland Security and the State gave the city money to fix these things up and was required to take them in and we should not be charging rent.

Ms. Kenya Burkes was concerned that FEMA funding was received and when there is a disaster like this the city will go to La. emergency management and FEMA and ask for reimbursement which is not just for the physical unit but also for personnel, police and once you charge the municipality for it, then you can't get reimbursed for this and the city may cancel out the ability to get reimbursed from FEMA and La. emergency management for personnel, if a fee is charged.

Ms. Baldwin, Legal, stated she was not aware of the provisions of the reimbursement for emergency disasters but that she would look into it

Mr. Thomas said when Katrina hit that they collected the data turned all the data into accounting department, but doesn't know the guidelines for collecting funds, but there are rigid guidelines and must meet certain criteria, numbers in order to be reimbursed from the federal government; he said sometimes you have to look at there not being a dollar value on a person's life and when a person is without a home such as when Katrina and Gosef happened that you must ask yourself that you should lend yourself to some assistance to people and this is what Monroe did; these point to point agreements and are MOU that city have and told them that Terrebone parish which the civic center is responsible for will, they take care of all their expenses and asked that they are passed; Ms. Blakes asked if they were removed if there was a time limit; Mr. Ross said the MOU expires December 31; Ms. Burks asked when the MOU are studied if the city would look at the financials associated with the reimbursements versus the rental rates, because the city may end up charging a rental rate that will be less than the reimbursement that the city could get from FEMA and the La. emergency management.

Dr. Armstrong said they are all in favor but is removing to make sure everything is correct with the MOU's.

(b) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and St. John the Baptist Parish and further providing with respect thereto. (Note the motions above regarding this item).

(c) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Terrebonne Parish Consolidated Government and further providing with respect thereto. (Note the motions above regarding this item).

(d) Upon a motion by Mr. Wilson, seconded by Mrs. Ezernack; Voting Yes: Mr. Clark, Mrs. Ezernack, Voting No: Mr. Wilson, Dr. Armstrong, Ms. Blakes not to Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement by and between the City of Monroe and Supporters for the Monroe Civic Center as per the attached agreement and further providing with respect thereto.

Comments:

Ms. Nell Bradley asked who the supporters were and if this is a nonprofit and asked why is a nonprofit needed to assist in fundraising at the Civic Center;

Mr. Charles Thomas said the board was established as the documents tell why the board was established to help raise funds and promote events and improve the civic center; the nonprofit board is registered with the State of Louisiana and is certified; he asked that Ms. Trimble would speak about the money being donated to the board to have the fundraisers to put together a program that will enhance their efforts at the civic center; Ms. Trimble stated they came together as a community to better the community and the quality of life and it is a nonprofit organization that have applied for the 501c3 just to enhance the city.

Ms. Nell Bradley said it sounds like this is Mr. Thomas job to promote the Civic Center and doesn't understand why the city has to give the nonprofit \$3,000 and it is his job to run it and get programs to make money for the Civic Center and doesn't need a nonprofit to do it.

Mr. Charles Thomas said the community affairs is mostly an enterprise zone and the civic center is the entertainment capital for Northeast La. and therefore there are some things that we have to do; he said the zoo as well as the Masur museum has a nonprofit board that makes funds for them and put on events to support and this is a norm; he said they were asked to put a board together to help do somethings for the Civic Center and to quit coming to the City of Monroe asking for extra funds and this is why the board is together as are other boards in the City of Monroe; Ms. Blakes asked if there was a contract for the board for when they do the different fundraisers; he said there is no contract there obligation is to do what they can to enhance efforts at the civic center; he said the percentage the city would receive after a fundraising event would be all expenses they would receive all of the funds; the volunteers have been meeting for over a year to put the board together, they have articles of incorporation, they have the 501c3 ready to be forwarded off to Tennessee and the citizens have been working for over a year, donating their own time and haven't asked for a penny and they come to the civic center and see things that need to be done; Ms. Blakes asked what the \$3,000 was for and that they are going to do fundraisers, but they are given the building for free and are not paying for the building; Mr. Thomas said \$800-\$1000 was for the application of the 501c3 being filed; seventy five percent of the \$2000 left will be put towards a fundraiser to raise funds at the civic center, it is seed money to get them going and is why came forward to move forward and \$3,000 is not a lot of money; Ms. Bradley said it was told by Mr. Thomas that they had the 501c3 approved and is saying \$800 is going towards paying for it; Mr. Thomas denied saying that;

Ms. Rowena Sledge, citizen asked for an explanation of the nonprofit and what they would be doing at the civic center; she said she works for a nonprofit, OMCAP who has been at their location for three months and do not have enough money, as they help people with hardships, they don't have internet, don't have phones, and said they need help and has been forward to speak about this before and they can't get help to assist people in Monroe, West Monroe and Ouachita Parish.

(e) Upon a motion by Mr. Wilson, seconded by Mr. Clark and unanimously approved to Adopt Resolution No. 6570, authorizing a Change Order to a contract with Siemens Industry, Inc. for the maintenance of the HVAC Equipment at the Monroe Civic Center Project and further providing with respect thereto. (There were no public comments).

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

(a) Upon a motion by Mrs. Ezernack, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6571, accepting as substantially complete work done by and between the city of Monroe and Columbus Fence Company, LLC, for the MLU Parking Facility Perimeter Fencing, and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mrs. Ezernack, seconded by Mr. Wilson and unanimously approved to remove from the agenda to Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the Evangeline Street Drainage Improvement Contract, between the City of Monroe and Amethyst Construction, Inc., for an increase in the contract amount of _____ and increase in the contract time of _____ and further providing with respect thereto. (There were no public comments).

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES: NONE.

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

(a) Upon a motion by Dr. Armstrong, seconded by Mr. Wilson and unanimously approved to Finally Adopt Ordinance No. 11,636, authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Regina Jackson all rights, title and interest that the City may have acquired to lot in Lots 3 & 4, Square B, Lamyville Addition, Ouachita Parish, N 2nd St., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2010, and further with respect thereto. (Legal)

Chairwoman Blakes opened the public hearing and having no one to come forward, the hearing was closed.

(b) Upon a motion by Dr. Armstrong, seconded by Mrs. Ezernack and unanimously approved to Finally Adopt Ordinance No. 11,637, authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Mt. Nebo Missionary Baptist Church, all rights, title and interest that the City may have acquired to lot in Lot 7, Square 6, Prichard's Addition, Ouachita Parish, 603 Jack McEnery St., District 4, Monroe, La, by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

Chairwoman Blakes opened the public hearing:

1. Ms. Nell Bradley inquired as to who would own the property, would it be Mt. Nebo because there are other person's names on the document; Legal said the names were the Pastors of the church and the property would belong to Mt. Nebo.

Having no one else to come forward, the hearing was closed.

(c) Upon a motion by Mrs. Ezernack, seconded by Mr. Wilson and unanimously approved to Finally Adopt Ordinance No. 11,638, amending Chapter 13, Drainage & Flood Control, Article II, Flood Hazard Areas, Division 1, Generally, Section 13-26, basis for establishing the areas of Special Flood Hazards and Division 3, provisions for Flood Hazard Reduction, Section 13-61, Enforcement, of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (PUD)

Chairwoman Blakes opened the public hearing:

1. Ms. Nell Bradley asked if there were maps and if citizens would be notified letting them know if they have been added to a flood zone so that they can get insurance or if they are not in a flood zone; Mr. Chris Fisher said they have had meetings for everyone to share the maps and they will be effective next year January 22 and is when it goes into effect; Public hearings were in Monroe and West Monroe and can be viewed at his office.

Having no one else to come forward, the hearing was closed.

(d) Upon a motion by Mrs. Ezernack, seconded by Dr. Armstrong and unanimously approved to Finally Adopt Ordinance No. 11,639, adopting a Collective Bargaining Agreement for 2015-2017, by and between the City of Monroe and the Amalgamated Transit Union Local No. 1160, AFL-CIO and further providing with respect thereto. (Transit/Legal)

Chairwoman Blakes opened the public hearing and having no one to come forward, the hearing was closed.

XI: CITIZENS PARTICIPATION:

1. Mr. Ricky Smith, citizen, spoke in regard to his homeowner insurance possibly being cancelled on Dec. 18th due to a tree which has a limb that hangs over the roof of his house; the lot is an adjudicated property and he wants to know what the city can do about the tree in terms of cutting it down so that his insurance won't be cancelled; Mr. Wilson went by this morning to look at the tree, took pictures and he called Mr. Janway who was supposed to have looked at the tree, which as Mr. Wilson stated was leaning towards the Smith home; Mr. Clark asked what could be done to expedite the matter; Mr. Janway stated he looked at the wrong home, thinking the property was on Mississippi Street and said he would go out and look at the tree; Mr. Clark asked if something could be done in this emergency situation; Mr. Smith said the lot belong to the city, because the city has in the past come out and trimmed this tree but didn't trim it back far enough; Janway said if it doesn't belong to the city, then it's nothing he can do, but if it is probably something that they can do; Ms. Angie Baldwin, Assistant City Attorney stated if it was an adjudicated property, it does not mean that the city owns the property and it was asked since it is an emergency that there can be some resolution to this matter; the Mayor said he wasn't going to get into Mr. Smith's business regarding his number of claims, because this can contribute to the insurance company terminating him also and said they could talk offline about this; he said they can talk about cutting the tree down, but it doesn't mean that they won't still cancel him and said need to slow down and do things that are proper and he does understand the sensitivity of his matter;

2. Ms. Nell Bradley, citizen, said she wanted an update on the Main Street program that was mentioned some time ago, as the program was supposed to have a board and the board was supposed to get training; she also mentioned the 20 job descriptions that should have been received from legal within six weeks and haven't gotten and would like to know the job descriptions, qualifications, salaries and may want to apply for one ; she said the city paid Breckenridge money to study the historic district and wanted an update and asked if they added the church on Adams Street or what has been added.

3. Mr. Gerald Shaw, spoke about the combining of the transit routes and said when they are combined that the people would have to walk very far to another bus route, just to get to work on

time and would need to get up an extra two hours early just to make it to work on time; there are kids that catch the bus to get to school on time and must walk up to eight blocks to get to the school at Carver Elementary; he explained the routes and said the North Monroe route is being cut every forty five minutes and this is impossible, the bus will be speeding through the neighborhoods trying to make time and the bus routes are needed back and does not need to cut routes at the Burg Jones/Marx Street and the North Monroe route; the routes need to remain single routes and not be combined; the buses need maintenance, but the city keep firing the mechanics and said he is speaking for the people that he see every day and has been doing this job for 30 years and see people walking 8 to 9 blocks;

Mr. Janway said on the combining of the Burg Jones Lane and Marx Street route, this was done in the summertime and there have been no complaints on this until they tried to make it official and then the only complaints made were from the drivers and said you would be surprised how much overtime the drivers make; he said they are trying to operate the system as efficiently as possible and the last year's audit report and the budget, there was an additional \$400,000 transferred in from the general fund to operate transit and are trying to be as efficient as possible and as far as the Northside they average only three riders per day on the 1.5 hour trip all day long, running a large bus, and he said Mr. Keenan said they would provide transportation to those few people that do work on the Northside in the little Cuba area, there may be some inconveniences, but up until this point there have been no complaints, neither on the Burg Jones Lane and Marx Street, the complaints are coming from the drivers and not the passengers.

Ms. Blakes asked when the public hearing was held; Mr. Janway said he didn't have the date of the public hearing;

Mr. Shaw said the reason for the overtime is because the drivers are being fired; the bus has to run regardless and it is not the driver complaining, the drivers look out for the passengers; if the drivers weren't being fired for the things they have been fired for then the overtime wouldn't be there;

Mr. Janway said fare boxes were installed in 2013 on all of the buses and do know by bus and route how many passengers are on the bus and can do it by date, week, month and year to date and all decisions are made based on the knowledge they have as it relates to ridership;

Ms. Johnnie Thomas, citizen, said she takes people downtown every day to catch the bus and the problem she thinks is that the transit system sucks.

Mr. Damien Armstrong, said in reference to the statements made by Mr. Janway as it relates to the counts on the buses and passengers and he asked how can you have an accurate count when you don't have buses on the street; he said the Powell Avenue route was cut out six to seven months ago and for a whole year, there wasn't a bus out there and asked how can you get an accurate count when you had cars, SUV's picking up passengers on the street and he said the same thing on Marx Street; when you are short on buses you must run a combination and an accurate count cannot be made and this has gone on for six to eight months or longer; the numbers are incorrect and you will have a low count when there is no bus; he said he told the Mayor about this seven to eight months ago when they discussed the fact that transit is here for everybody and a lot of people ride public transportation to get to their jobs, you may not use it but we all need it.

Mr. Janway said he echoed what he said before, and that being that we heard from two bus drivers tonight and one person that don't ride the transit system;

Ms. Gloria Walker, citizen, wished everyone a Merry Christmas, glad to be present; commented about Chase bank and how the location at the mall was closed and now the location at Chase 165 South does not have a drive through and it wasn't announced or notified of this change; she said the transit system routes of the Burg Jones Lane and Marx Street should not be closed down, there are others that may need to be closed but not those two; she said she was unhappy with this being able to be done and no one saying anything and wasn't happy with Chases decision as they will lose customers and once the churches are notified and they pull their money out of Chase, that it will be a better place; she said the OMCAP office you can't get them on the phone and this is not good; people on South 6th Street and they get the rain, the people are crying because they have been flooded out; she said we are not being serviced and we should be and she told Mr. Janway that there were no complaints due to the fact that some people don't know how to complain and may this is a problem she have and they may not have been able to get to the meeting and it should

be a caring thing and they need to go to work to make the less minimum wage money that he makes, they need the bus route.

Ms. Marilyn Denoux, citizen, said she went to Bruno's event and thanked the Mayor and the city and that it was wonderful seeing the police men and women being promoted and some being retired and acknowledged honoring Bruno.

Ms. Kyrston Brooks, citizen, addressed the statement Mr. Janway made in regard to the transit system and said as she has lived on the Southside of Monroe, that they depended on the transit system to get where they needed to go; she said the fact that bus drivers are speaking up about issues lets her know that the people that ride the buses, possibly shares their complaints with them and if they aren't calling directly or doing it the official way, that it's not that they aren't frustrated but it probably because they don't know how to do it and if the bus drivers weren't in on deciding which routes were popular or needed, then maybe they should have and their opinions maybe should have been asked and when complaints are made by the riders, it should be a responsibility of the bus drivers to bring them forward, because counting numbers is not the same as knowing who gets on where and where they get off; we should work together without animosity to try and find a solution.

There being no further business to come before the Council, the meeting was adjourned at 8:30 p.m., upon a motion of Mr. Wilson and seconded by Ms. Blakes.

Ms. Betty Blakes
Chairwoman

Mrs. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

*For extended details on the Council meeting please call the Council Clerk Monday-Friday at 329-2252; also, a recording of the minutes can be sent via email to you.



December 15, 2015

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids was received and opened on November 17, 2015 for A Pax Mixing System for the Water Treatment Plant Ref # 2016-00000037. A total of eight (8) bid packs was mailed and one (1) bid response were received.

The Water Treatment Plant recommends that this bid be awarded to HD Supply of Monroe, LA. HD Supply was the low bidder and meets the specifications for this bid and has been cleared by the Tax and Revenue Division. The cost is 40,444.44. Funds for this purchase will be derived from the repair & maintenance equipment account which has a balance of \$290,000.00.

Respectfully Yours in Purchasing,

Toney L. Gibson
Buyer

Cc: Mr. Tom Janway, Public Works Director
Mr. Sean Benton, Water Treatment Superintendent
Mr. Greg Yoes, Purchasing Manager



TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Supervisor

Re: RENEWAL (December 22, 2015 meeting)

Date: December 16, 2015

CLASS A

**SIXTH STREET SALOON
1026 N. 6TH STREET
MONROE, LA 71201**

OWNERS: PROVEN POINT LLC(J. NICHOLSON)



TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Supervisor

Re: Renewal (December 22, 2015 meeting)

Date: December 16, 2015

CLASS A

1. RW'S SPORT BAR & GRILL-4002 GASTON -RAYMOND WHITLEY
2. FAT PELICAN-CAROL TUBBS
3. CRUISE THE-215 POWELL AVE-RAY ZIEGLER
4. CHILE VERDE MEX. REST.-7944 DESIARD-GUADALUPE CASTILLO
5. TASTE OF INDIA-903 N. 4TH-PRATAP THOTA
6. CLUB TEQUILA'S-3113 BREARD ST.-DEMONDRE JONES, SR.
7. SAMURAI ONE LLC-1118 OLIVER RD.-TONY PHENGDARA
8. NEAT-515 N. 3RD ST.-DARYL FORTENBERRY JR.
9. COURTYARD BY MARRIOTT-4915 PECANLAND- D. WEAVER, C. RUSSELL & J. BLACKMAN
10. RESIDENCE INN BY MARR.-4960 MILLHAVEN- D. WEAVER, C. RUSSELL & J. BLACKMAN
11. MONJUNIS -1210 N. 18TH-DJ BRATTON
12. E & D LOUNGE -1011 DESIARD-DIANNE GIVES
13. PICKLE BARREL-1827 AVE OF AMERICA-DARYL FORTENBERRY JR.

1

14. WATERFRONT GRILL-5201 DESIARD-DONALD WEEMS
15. BOBO'S-209 STERLINGTON-VITUS SHELL
16. RAWZ CAFÉ -1100 STERLINGTON-BOULOME KEOMALITHONG
17. EL JARRITO-1301 N. 18TH-JESUS PEREZ
18. EL JARRITO- 1304 LAMY LANE -MANUEL CUBILLO&JESUS PEREZ
19. LIBRARY LOUNGE-5203 DESIARD-RALPH FUNDERBURG III
20. FIESTA LINDA -3601 PECANLAND -E & G GONZALEZ
21. PORTICO- 2230 TOWER DR.-JERRY BAYLES

CLASS B

1. COUNTY MARKET #9304-1920 LOUISVILLE-SOUTHEAST FOOD LLC
2. RUSH HOUR-1009 WINNSBORO -ALI MUTHANA
3. STOP-N-SAVE -3405 DESAIRD ST.-DAHAL ENTERPRISE
4. BOOTLEGGERS LOUISIANA -4326 STERLINGTON RD-CYNTHIA HOLLADAY
5. BROOKSHIRE#56-4070 STERLINGTON-BROOKSHIRE GROCERY CO.
6. BROOKSHIRE#34-1801 N.18TH-BROOKSHIRE GROCERY CO.
7. BROOKSHIRE#22-7920 DESIARD-BROOKSHIRE GROCERY CO.
8. SUPER 1 FOODS #607-2310 LOUISVILLE-BROOKSHIRE GROCERY CO.
9. REAL SMOKERS PARADISE-7830 DESIARD-MARCELLUS ROGER ELAHI
10. JOEY'S STOP-N-GO - 2400 OLD STERLINGTON- GAFFER MAFHAHI
11. CIRCLE K #2723455-1471 GARRETT RD-CIRCLE K STORES, INC
12. CIRCLE K #2723454-1501 N. 18TH-CIRCLE K STORES, INC
13. TONORE'S WINE CELLAR-801 LOUISVILLE-KICEY HOLDINGS LLC
14. SMOKER'S OASIS-1900 JACKSON ST.-AMIN VIRANI

CLASS G

1. GLAZERS DIST. OF LA.-2930 COMMERCE AVE-GLAZER'S INC.
2. SOUTHERN BEV. CO.-2400 NEWCOMBE #A- S&O WINE LLC



TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Supervisor

Re: New (December 22, 2015 meeting)

Date: December 16, 2015

CLASS A

**1. SIPPERS SPORTS BAR
100 STERLINGTON RD
MONROE, LA 71203**

**2. COPELAND'S
3851 PECANLAND DR.
MONROE, LA 71203**

OWNERS: SURBRENA THOMAS

ALANA & JOHN BELTON

**3. BRASS MONKEY
521 DESIARD STREET
MONROE, LA 71201**

OWNERS: JAMES R. KELLEY JR.

**DISTANCE REPORT ORDERED
SALES TAX CLEARED
CO-CLEARED**



TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Supervisor

Re: New (December 22, 2015 meeting)

Date: December 16, 2015

CLASS B

**1. CHRIS'S PACKAGE LIQUOR
502 WINNSBORO RD
MONROE, LA 71202**

**2. NOW & SAVE #18
1420 US HWY 165 SOUTH
MONROE, LA 71203**

OWNERS: MITCH P. SMITH

SOOKHAM DHILLON

**DISTANCE REPORT ORDERED
SALES TAX CLEARED
CO-CLEARED**

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE A CONTRACT WITH RAINER ANDING TALBOT & MULHEARN FOR COLLECTION OF SALES TAX AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Rainer Anding Talbot & Mulhearn specializes in sales tax collection throughout the State of Louisiana; and

WHEREAS, the City of Monroe is the sole tax collector for Ouachita Parish pursuant to the provisions of La. R. S. 47:337.1, et seq. ; and

WHEREAS, there are several delinquent sales tax dealers within the parish who have failed to remit taxes due and the collection of such taxes requires specialized services which Attorney provides and is well acquainted with.

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

That James E. Mayo, Mayor of the City of Monroe is hereby authorized to enter into and sign the attached contract for services with Rainer Anding Talbot & Mulhearn pursuant to the terms of the attached Agreement for Services.

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 SERVICES

THIS AGREEMENT between the CITY OF MONROE(City) and RAINER ANDING TALBOT & MULHEARN(Attorney), is hereby entered into between the parties this ___ day of _____, 2015 as follows:

The City, pursuant to the approval of Resolution No. _____, adopted by the City Council of the City of Monroe on the ___ day of _____, 2015 hereby agrees to retain Attorney for the purpose of collection of delinquent sales taxes and legal matters related thereto under the direction of the Tax and Revenue Department.

Attorney agrees to represent City in the above described legal matters at a rate of \$175.00 per hour plus costs, however, Attorney could be authorized by the Director of Administration to collect certain accounts on a 25% basis in which case there would be no charge to City unless there is a recovery of the past due sales tax by Attorney. In such percentage basis agreement the Director of Administration shall authorize collection through a letter to Attorney stating with specificity the account under which such collection shall be authorized stating the reason therefor.

Attorney agrees to bill City on a monthly basis showing hours worked and sufficient detail to determine the activities billed.

The parties agree the Attorney/Client relationship contracted for herein can be terminated at any time for any reason upon giving each party ten(10)days written notice prior to its termination.

THUS DONE AND SIGNED this ___ day of _____, 2015 before the undersigned Notaries and competent witnesses.

WITNESSES:

Robert Rainer, On Behalf of Rainer,
Anding Talbot & Mulhearn

NOTARY

WITNESSES:

James E. Mayo, Mayor

NOTARY




PLANNING AND URBAN DEVELOPMENT DEPARTMENT

P. O. Box 123
Monroe, Louisiana 71210-0123

Planning and Zoning

Division

MEMORANDUM

TO: Councilwoman Betty Blakes, Chairman
FROM: Joanne C. Poret, AICP, Planning and Zoning Director 
DATE: December 15, 2015
RE: Conditional Use Permit

ALCOHOL BEVERAGE SALES, OFF-PREMISE:

Luisa Macabanti/Just Stop
3100 Renwick Street
Monroe, La

This major conditional use permit authorizes the use of the existing structure to sell beer with consumption off-premise as an accessory use to a carry-out restaurant. The Comprehensive Zoning Ordinance allows liquor sales for consumption off-premise as a Major Conditional Use in the B-3, General Business/Commercial District. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission. The Conditional Use does not take the place of a liquor license but approves the use of this location for the liquor sales. The applicant still needs to apply for a liquor license.

Planning Commission recommends denial with a 4-0-1 vote.

City of Monroe Planning Commission

December 7, 2015

City Hall

Monroe, Louisiana

MEMBERS PRESENT:

Ms. Susan Hollis
Mr. Hunt Neely
Mr. Tommy Usrey
Ms. Berna Dean Jones
Mr. Ed Fench
Mr. Jott Delcambre

MEMBERS ABSENT:

Mr. John Smith
Mr. Mike Riley

OTHERS PRESENT:

Ms. Louisa Macabanti
Mrs. Esther Gallow
Ms. Debra Smith, 3103 Owl Street, Monroe LA
Ms. Alma Jean Handy, 3015 Owl Street, Monroe LA
Ms. Erma Woods
Ms. Pearlina Badger, 3107 Owl Street, Monroe LA
Mr. Levin Tatum, 3101 Gayton Street, Monroe LA
Mr. Joe Brown, 3101 Church Street, Monroe LA

STAFF PRESENT:

Mrs. Joanne Poret, Planning & Zoning Director
Mr. Chris Fisher, PUD Director
Mrs. Alyeasha Clay, Zoning Administrator

Planning

The regular meeting of the Monroe Planning Commission of the City of Monroe was called to order Monday, December 7, 2015 at 5:30 p.m. by Mr. Hunt Neely, Chairman, in the Council Chambers, First Floor, City Hall, Monroe, Louisiana.

**CUP 110-15: Just Stop (Luisa Macabanti) – CUP (Major)
Request to sell alcohol with consumption off-premises – B-3
(General Business/ Commercial) District – 3100 Renwick Street.**

Mrs. Poret read the report:

This is a request to sell alcohol with consumption off-premises. It's a major conditional use at 3100 Renwick Street.

Ms. Luisa Macabanti comes to the podium.

Ms. Macabanti: I am the only owner on this property. I have a project that I want you to review. This is going to be a gas station, like a convenience store with a gas station, which of course includes everything. If it's a store like this it would be convenient for people who walk around and pick up groceries. Of course it's not only liquor that we are talking about, it's the beatification of this Renwick Street. As you look further down you can see that Renwick is just a piece of property that's never been touched, nobody has built. 165 is going to be a progress place where commercial and business is going to be rising up in there. As you can see, all the businesses are going to the north side and this side of town is already left alone. So I'm willing to put my effort into making it good for the city as a tax payer and it's only me here. I don't know why because there is one next to the school which is not even a hundred feet away which they have a liquor permit. I am away from the neighborhood, I'm on the business side. I already have a permit from the state so I don't know. I'm just waiting for your opinion, Council, and I hope that you find my project will be fruitful for the neighborhood and of course for 165. This has been left alone, no progress from this side of town and I'm willing to be here if you permit me. Thank you.

Mr. Neely: Thank you. Hold on just a second in case anybody on the commission has a question about it.

Mr. Fench: Are you suggesting that selling liquor is progress?

Ms. Macabanti: Of course it's not, it varies on your opinion. As a gas station we all have the convenience, like a Wal-Mart, they sell liquor and beer and we don't oppose them. They are always in a neighbor like the neighborhood Wal-Mart. People are not opposing it because it's a big company. I'm being small here, I'm really hurt because I already purchased the property and I am already paying the tax and insurance and I am already holding my funds here that I should be open last September when the committee pulled my permit. As a matter of fact, Ruby has already had me renew my license which is not even existing. So I have renewed twice from the next year and of course I already have my state license. There is no pros or cons on alcohol, alcohol depends on the people who consume it. It's based on how you deal with it. If you go home and you want to chill out, you can have a beer. I don't see anybody not drinking beer or liquor here and wine of course is good for your body so I don't know what will be the problem. You raise your hand if no body consumes liquor here. I myself, I consume if I am so stressed out. I have been stressed because I have not even opened and they have already broke in and my neighbor had come over. The next day they went to my property and twelve o'clock midnight and they did not call the police and the next day my neighbor came and said at seven o'clock in the evening and said "by the way, somebody robbed you and they ran behind here". I raised the fence so that people could not from the neighborhood to me. I blocked that but that is not enough, I have to hire security for me to protect myself. I'm not even open and they had already robbed me. I need to make some money and pay my bills and for the tax coming in. I hoping that you all can give a good opinion for my permit. That the zoning committee would pass my permit so I can be open very soon

because I am running out of funds and it's only me. I work hard, I am trying my best if you please.

Mr. Neely: Are there any other questions from the commission?

Mr. Delcambre: The Triple S pharmacy/grocery that has been selling alcohol for off-premise consumption for thirtyish years, are they grandfathered in because the current code?

Mrs. Poret: I don't know if they are grandfathered in, I don't know what the state laws were 30 years ago so I don't know if they changed or not. I don't know.

Ms. Macabanti: As you say, they grandfathered which is 100ft away from the church and I'm too far away.

Mr. Neely: Any other questions from the commission? Is there anyone in the audience wishing to speak in favor of this project? Is there anyone wishing to speak in opposition to the project?

Mrs. Esther Gallow comes to the podium.

Mrs. Gallow: I am president of Booker T. Community Outreach. I was born and raised in Booker T. and I have worked there for the last twenty years trying to establish a neighborhood of sort that we have now. Years ago we had to go in and just literally push out a bar and a liquor store that was in the block from our high school, our Jr. High School, the recreation center, and also the library. We ensured that we would not have any more alcohol, this is why Triple S was grandfathered in. A stipulation was made that if that store burned down or anything, there would be no more alcohol. You cannot imagine the trouble that our children go through when they let out of school and walk home. When you bring these stores into our area it haunts me to think that you could think this was a beautification and a help to us. Right in the radius of a half a mile north, south, east, and west we have five bars. We have seven outlets that sell alcohol and through her on 165, she is within a block. I don't understand the thinking on this but seven outlets. Some of them were sneaked in on us and we didn't know about it. We are not going to let this happen anymore because we worked too hard. This is where our homes are, this is where our children live, and we don't need any more alcohol. Within a half mile radius each way, what are we doing but asking for trouble. No, we object to it, Booker T. Outreach does, and I'm hoping that I don't really have to put this into a pursuit but I refuse to see more liquor come into our neighborhood. Thank you.

Mr. Neely: I have a question for the commission. This application is outside the legal circle. They can't be within 300ft, right? This is outside of that, is that correct?

Mrs. Poret: This is outside 300ft. What happened is that she had come in to get her certificate of occupancy and she was failed to be notified that this was required for a major conditional use. It had gotten a cleared CO, it had gotten a distance check and she is beyond the 300ft, and it was on the council agenda. We had to remove it from council agenda until it went through Planning Commission. She already got state approval for it.

Mrs. Gallow: But that is not our fault, she should not have. Thank you.

Mr. Usrey: She's over 300ft that has nothing to do with it.

Mrs. Poret: I understand, I was just telling you.

Mr. Usrey: That's right, that's what I am saying, that is correct.

Mrs. Poret: I understand.

Ms. Debra Smith of 3103 Owl Street comes to the podium.

Ms. Smith: I have lived in Booker T. all of my life, I am fifty-four years old, we are a third generation living on Owl Street. I love my neighborhood but this is a deterrent to the livelihoods of everyone that lives there. First of all, I also work at Carroll High School, I am a professional there, and I also work part-time at Carver Library so I see all kinds of things every day from 7:30-6pm. She said that she was stressed out, ever since I learned of this incident I have been stressed out because it was my backyard that she got robbed in and then she kind of got teed off at me because I came and reported it. I live alone, I'm single in a house directly behind her establishment. Two times it has already been robbed. She had said something about a detainer wall, that wall is not high enough to keep, it was kids that were running and jumping that wall, using my backyard, my fence to climb in to get onto her establishment. Then she was kind of teed with me because as a single person living I have to live there, she doesn't live there in the neighborhood. If they ever found out that I was to report this or something like that then I am going to be the person that they are going to break in my house next. As I say, there are older people on my street. I'm speaking for them, they have no voice. Some of them are old, can't get out the house, the only enjoyment they have is sitting in their yards enjoying the sunshine when there is some. So for her to put this there, that would bring all different kind of negative influences into our neighborhood. You think about robbers in there, guess what, fifty-four years guess what I have seen in that place that she calls her establishment. I've seen a rape, I have seen a murder, so she is going to tell me. I don't know how long I have to live but I want to enjoy where I live at.

Mr. Neely: Let me ask you this. What is the difference in her opening a store with alcohol sales and a store without alcohol sales?

Mrs. Smith: I don't mind businesses coming into the Booker T. area, business, but not alcohol. The kids want one thing, drugs. This is another form of drugs. It's not marijuana but it's still a drug. It's not crack but it's still a drug.

Mr. Neely: She has a legal limit as to who she can sell too.

Ms. Smith: Even though, you would have to live there councilman Neely, they would loiter, they might not stay there but they would come, I have seen it happen before when it was Stop and Go. I have seen a washateria, I have seen a pawn shop, and they loiter. They may stay stand across the street and watch what goes on. The next thing you know, there is the police, and they may come 30 to 45 minutes later after the fact. She doesn't have proper lighting there. That is how that young lady got raped, because it was dark, it was a trail that leads directly from her establishment to my backyard. I saw a man just today, I came home for lunch, I saw a man walk and I'm saying now where is

he walking from. She has left enough between that petition and my house for them to squeeze through there. So if there is a will there's a way. I have grandchildren, I want them to be able to play in my backyard but I can't. If she put that liquor place there, I cannot do that with good conscience, I can't. The next thing I know, I am upgrading my alarm system, I'm going to have to do all that because I feel like my life is going to be in jeopardy. She knows it but some people don't care, I care. Fifty-four years of my life I have lived on that one very street. I don't think she can say the same. Does she know us and then for her to get an attitude with me because I took out the time in my busy day to come say "there were some boys —"

Mr. Neely: We need to address the alcohol sales, that's what we are addressing here, not personal issues. We are addressing the alcohol sales.

Ms. Smith: I'm just referencing in this fact that I want to see business there but I want to see business that is conducive to the neighborhood and not in a negative way.

Mr. Neely: Alright, thank you.

Mrs. Alma Jean Handy of 3015 Owl Street comes to the podium.

Mrs. Handy: I bring you greetings from Jesus Christ of Nazareth, son of the only true and living god. My prayer to god is that he will let me know what to say and that you will take ears and listen to what I have to say. First of all I am seventy-four years old. I lived in this area right close behind where she is going to put her shop at and I don't know how much more time I have to live but I want to live it peacefully. Now she says that she is going to be selling alcohol and it's not going to be consumed on the premises. Who is going to determine if she is going to be out there looking to see if it's only consumed off-premises? The other place down that street that sells alcohol was grandfathered in so I believe it's closer than it should be and we certainly don't want any more in the area. A lot of those kids we were talking about, they come from Carroll in Carroll Jr. High and Carroll High School coming down that area to go home. We have four churches in the area. I am a senior citizen, as I said, living in the area behind the shop. I have grandchildren that come sometimes to be with me, little small ones, so we do not want that in our neighborhood and we would appreciate you considering this and thinking about us and what you would want to do if you had to make the decision and it would be in your neighborhood. I'm sure she doesn't want any in her neighborhood and she is not putting it where she is. So I would ask that you would consider in your mind, in your heart, and really decide what is best for us in that particular area. Thank you.

Mrs. Hollis: You mentioned churches, what is the closest church to that facility?

Mr. Usrey: Joanne, how far are those? You got any idea?

Mrs. Poret: All I know is that Taxation and Revenue asked for a distance check and it came

Mr. Neely: They are further away than 300ft.

Mr. Usrey: Yes, that's what I'm saying.

Mr. Neely: Thank you. Do any of the others have anything different to add? We are willing to stipulate that there are six people in opposition to it. If you have anything different to add please step up, otherwise we would like to just stipulate that the neighbors are in disagreement because we do have some other items on the agenda. You have a right to be heard ma'am.

Mrs. Erma Woods comes to the podium.

Mrs. Woods: I'm concerned about the children that have to walk through there. I moved into that neighborhood in 1969 and my children graduated Carroll High School and now I see other children are walking through there every day having to come past a liquor store. These kids need an opportunity to get an education without having to have all this problems getting to and from so that's my concern as well as adults, grown-ups, and seniors. I'm just asking that you reconsider and think about our children.

Mr. Neely: Let me ask you this. When my children attended Neville and came home they passed a convenience store with liquor sales, two restaurants with liquor sales, what's the difference? I mean, again, I'm trying to find an argument in my mind because as a store owner she is legally prevented from selling to any children.

Mrs. Woods: You want to know what the difference is for selling to children.

Mr. Neely: She can't sell to children.

Mrs. Woods: Well, she shouldn't.

Mr. Neely: She can't, she cannot legally sell to children.

Mrs. Woods: Okay, but what my point is those children need an opportunity to be able to go to school. I don't know where your schools went to school at Neville, I had one go to Neville as well but I did not know about the alcohol is all of that. I just feel that we should give them an opportunity. Not thinking of ourselves only, the dollar that we can make at anyone's expense, but we need to consider each other. That's my point. Thank you.

Mr. Neely: Thank you.

Ms. Pearlina Badger of 3107 Owl Street come to the podium.

Ms. Badger: Everyone has spoken about the alcohol issues so I'm not going to bring that up, it's whatever said is said, but I went to Louisa personally myself. My backyard, Louisa's store is in my backyard. I watched these people jump over the fence. They ran and they leaped over it. This was at twelve o'clock at night, it's a safety issue for us. As young, I'm young I don't care if I'm fifty-three, as young single females it's a safety issue for us. We are watching these people jump across the fence and they broke into her back door and they pulled all these boxes out and they start throwing these boxes across the fence. They were trying to get the boxes across my fence but I have a little higher fence than hers. So I went to Louisa and I asked her, I said "Louisa, what are you going to do about lifting that fence up a little bit higher so we can be protected because that's a target.

Ms. Macabanti: Which I did say yes –

Mr. Neely: Excuse me, we need to deal with the alcohol issue. As I understand, there is no liquor being sold at that location at this moment, right? Okay, so its' being robbed but we are discussing a liquor issue, an alcohol issue.

Ms. Badger: First you're discussing the liquor issue but we also need to discuss the safety issue.

Mr. Neely: Well, she has the right to open the store without alcohol. That's within her right. What we are discussing here is whether she is going to have the ability to sell off-premise liquor.

Ms. Badger: But if I'm not mistaken, Louisa stood here and she said that she was concerned about the community too.

Mr. Neely: Okay, excuse me. We are going to address the alcohol issue. Period.

Mrs. Poret: You do need to consider any adverse impacts that this will have.

Mr. Neely: Okay, thank you. That the liquor sales would have. Yes.

Ms. Badger: Thank you.

Mrs. Hollis: What is the height of the fence that we are talking about? What is the requirements for fences between businesses and residential and what kind of fence is it?

Mr. Neely: What is the height requirement on the fence?

Mrs. Poret: 8ft.

Mr. Neely: How high is your fence?

Mrs. Poret: If the fence is existing.

Ms. Badger: At one time it was eight but when they tore it down you did go back and rebuild but it's not high enough, it's still low. I watched them jump over it.

Mr. Neely: Excuse me, let her have a chance to answer.

Ms. Macabanti: What I did before I got into the building, I had put the fence back into position because so many neighbors have been walking through that property. That was the first project I did. Me and my cousin went and did the brick ourselves to prevent people.

Mr. Neely: How high is the fence?

Ms. Macabanti: It's higher than me so it may be six or seven feet.

Mr. Neely: And she is required to have 8ft fence around the building, is that correct?

Mrs. Poret: It was an existing fence that was torn down?

Ms. Macabanti: Yes ma'am.

Mrs. Poret: It doesn't have to be 8ft. Let me check.

Mrs. Hollis: What type of fence is this? Wire? Board?

Ms. Macabanti: Its concrete ma'am. Concrete blocks.

Mrs. Hollis: Concrete blocks, okay.

Mr. Usrey: But the whole thing was torn down?

Ms. Macabanti: They tore down, it was probably a gate, and they smashed it, maybe so they can walk through that instead of going around the corner. Then I put that back in to make it a little safer for people behind.

Ms. Badger: If I may say this, if you put it up a little bit from where you can see where it's supposed to go, all that is still empty. You can see where it's supposed to go Louisa.

Mrs. Poret: It's an existing business location so it's not required to follow the buffer requirement. However, since the fence was torn down it probably should be raised to 8ft.

Mr. Neely: Okay.

Mrs. Poret: Especially since it's abutting a residential.

Mr. Neely: Alright, thank you.

Mr. Usrey: How many other liquor stores in this area?

Mrs. Poret: Two more.

Ms. Badger: There are seven outlets that sells liquor within a half a block radius. North, south, east, west, and she owns one of them already.

Mr. Levin Tatum of 3101 Gayton Street comes to the podium.

Mr. Tatum: I am co-owner of Excellent on 3003 Gayton Street and had been there for 25 years. Excellent Daycare Center number one, we have three. On State Street across the highway, daycare number two of Excellent we built from the ground up. So business is welcomed in the area but alcohol is not. We have from three month old kids to thirteen years of age come to the daycare. A majority of them with We have a lot of loitering, a lot pf problems, and a lot of crime. We appreciate that the city did come. On Gayton Street we had a little dilapidated house that was burned that they finally got rid of it. I can walk out the daycare center right across the street and see the store. I can walk out of my house that is directly across the street and see the store. I spoke with her up here the last time we were at a meeting and said "business is welcome but not alcohol". Alcohol as we know creates crime. Crime that you don't want on your neighborhood, on your street. It only takes one incident. Is it worth that? That's what I came to say. Thank you.

Mr. Neely: This will be the last comment being made. We will close commentary after this.

Mr. Tatum: This says 500ft, you all said 300ft.

Mrs. Poret: The letter was sent to within 500ft. State law says it can't be within 300ft.

Mr. Tatum: How do they determine feet? Because I know it's within that 300ft of my daycare center.

Mrs. Poret: You will have to talk to the engineering department. They are the ones that did the distance check.

Mr. Neely: Are you registered as a school with the state?

Mr. Tatum: Yes, sir.

Mrs. Poret: We didn't have anything in our records. Do you have a Certificate of Occupancy?

Mr. Tatum: Yes.

Mr. Neely: Is the daycare a school?

Mrs. Poret: It's not a school but it's a daycare, church, playgrounds.

Mr. Neely: So he is within three hundred feet?

Mrs. Poret: We didn't find anything on our records that had a daycare.

Mr. Joe Brown of 3103 and 3101 Church Street comes to the podium.

Mr. Brown: I was just listening to you all and wanted to be here. You wanted to know the adverse effects of alcohol in the neighborhood. Its big, it's major. One of the things that you have to realize is no matter where you are, I lived, I have been everywhere, and I came back and I'm home and I can tell you the adverse effect of alcohol is. There road is probably two hundred yards away from my house but the sound, the noise on Friday and Saturday nights you're not going to sleep. They come in there, they stop, and the police have to be there to keep them robbing this place but the sound and everything else that is going on that you are going to hear. On Saturdays when your kids are at home there are things going on. You see all kind of things going on so basically what we are saying is that we are glad to have a business there but the things that are going to come with alcohol you don't want. I will be honest with you, that's the main reason that I am here. I have nieces and nephews and plus I work with the school and I see what these kids go through and they are walking. These kids go practice and they have all kinds of things going on, on the weekends. We are trying to teach them to be positive but how can I teach someone positives when I see guy walking down the street with a brown bag in his hand. That is the effect, that image that we are trying to improve, the image that we are trying to work on. You may not deal with it wherever but we don't want to show them that. Granted, I think the store that she owns, one of them is down by a church and I can

see that changing right now. Yes, I used to go get gas at the Valero but now it's almost exactly like her other one.

Ms. Macabanti: How come?

Mr. Brown: How come? Because you are not working there now. You have other people to work there and maybe they don't have your standards and I can tell you somethings—

Mr. Neely: Excuse me, we are not going to argue back and forth.

Mr. Brown: I just want to address the fact that it's not what we are trying to teach and what we are trying to get. We are glad to have a business. I enjoy going there, I told you, and I give her business. I get gas and everything but the alcohol. The alcohol is a big problem and the problem is not that the customers are going to get their alcohol and go home. The customer is going to get the alcohol and sit in their car and get drunk and my kid or my nephew or my niece is probably going down that street and then what is going to happen. See what I'm saying? If you look at that area, the things that I am talking about were happening when I was a kid because it used to be Stop and Go. They put a walkway there because so many things was going on. Now we are talking about coming back and doing the same thing again. This is why these people are speaking up, those that have been there, that were raised up there, and we know the adverse effect of alcohol in that neighborhood. That's it.

Mr. Neely: Thank you, sir. Three hundred feet, do we have a daycare within three hundred feet?

Mrs. Poret: We didn't find any, we didn't find the CO for a daycare on Owl Street but we don't do the measurement. Engineering does the measurements.

Mr. Neely: Okay.

Mr. Fench: So what happens if there is an oversight or an omission?

Mr. Neely: It's brought before the council, right? Wouldn't that with the liquor license application?

Mrs. Poret: Yes, council. Besides, this goes to council as well.

Mr. Neely: Even if we say it's okay it still has to go to the city council no matter what and if it's found that the neighbors can prove that there is a licensed daycare within 300ft then it's prevented at that level. Are there any other comments or questions from the commission? If not, a motion is in order.

Mrs. Hollis: I move that CUP 110-15 be denied at this time until we find out the qualifications from the location of that school.

Mr. Fench: I second.

Mr. Neely: Okay, if we deny, she is prevented from making this application for twelve months. Do I understand that?

Mrs. Poret: It will still have to go before city council.

Mr. Neely: Still has to go before city council. Okay, it's been moved and seconded for a denial.

Mr. Delcambre: It will still go to city council. They can override what we do and they can approve it.

Mrs. Poret: Then she will still have to go through a liquor license process so she still has two more hurdles to go.

Motion approved on a 4-0-1 vote, case denied.

Mr. Neely: Your appeal is to city council. We have denied the liquor conditional use. You can appeal the decision to the city council and they can override our decision.

Ms. Macabanti: Can I speak just one word?

Mr. Neely: It's over, the issue is finished. We have voted, it's been denied, and you can appeal the decision to the city council.

Mrs. Poret: This is a major conditional use so it has to go before you and them. I guess you can consider it an appeal but it still has to be before the council.

Mrs. Macabanti: When will the council meeting be on?

Mrs. Poret: December 22.

Mr. Neely: The planning office can help you with all of that.

Meeting adjourned at 6:28 p.m.



CITY OF MONROE PLANNING COMMISSION

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

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

December 7, 2015

City Hall

Monroe, Louisiana

RE: CUP 110-15

APPLICANT: Luisa Macabanti

MOTIONED BY: Mrs. Susan Hollis

SECONDED BY: Mr. Ed Fench

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that the Major Conditional Use Permit for use of the existing structure to sell beer with consumption off-premise as an accessory use to a carry-out restaurant, in the B-3 (General Business/Commercial) District at 3100 Renwick Street. The Monroe Planning Commission recommends this application be denied.

The Monroe Planning Commission had a majority vote for denial.

**City of Monroe
Planning Commission**

CASE NO.: CUP 110-15
NAME OF APPLICANT: JUST STOP (LUISA MACABANTI)
SITE ADDRESS: 3100 RENWICK STREET
COUNCIL DISTRICT: 3

REQUEST: This is a request to allow alcohol sales.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to sell alcohol for off-premise at the above mentioned location.

SIZE OF PROPERTY: .21 acres (more or less)

PRESENT ZONING: B-3, General Business/Commercial District

PRESENT USE: Convenience store

MOST NEARLY BOUNDED BY (STREETS): North of Owl Street; south of and adjacent to Renwick Street; east of Rogers Street; and west of Martin Luther King, Jr. Drive.

SURROUNDING LAND USES: The surrounding land use consists of commercial to the north, east and west and residential to the south. This site is east of Carroll Senior and Junior High School.

ADVERSE INFLUENCES: Alcohol near a school campus.

POSITIVE INFLUENCES: Additional sales tax for the City.

COMMENTS/ RECOMMENDATIONS: The applicant is in the process of opening a convenience store at this location and would like to sell alcohol for off-premise consumption, in addition to groceries. Alcohol sales are considered to be an accessory use to the convenience store (retails sales) and requires a major Conditional Use Permit in addition to a liquor license. Ms. Macabanti had applied for and received a Certificate of Occupancy for this location. When she applied for the CO she was not advised that a major CUP was required and had already started the process for the liquor license. A major Conditional Use is reviewed by both the Planning Commission and the City Council.

A Conditional Use for alcohol sales does not take the place of a liquor license. This is an approval of the USE of this

CUP (Major) 110-15
Just Stop (Luisa Macabanti)

location for alcohol sales. The applicant still needs to apply to the City Council for a liquor license.

The location is approximately 500 feet from Carroll Junior and Senior High School. There is a grocery store (Triple S Grocery) located at 3001 Renwick Street that is less than three hundred (300') feet from the schools. Alcohol is sold there for off-premise consumption and has for about 22 years.

OPTIONS:

Approve the applicant's request to sell alcohol for off-premise consumption as presented.

Approve the applicant's request to sell alcohol for off-premise consumption with conditions.

Deny the applicant's request to sell alcohol for off-premise consumption as presented.

Review Criteria for Major Conditional Uses (Planning Commission & City Council)

The Planning Commission and the City Council shall consider the following criteria in approving or denying a major conditional use permit:

- a. The proposed major conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major conditional use have been minimized or mitigated.

Effect of Denial

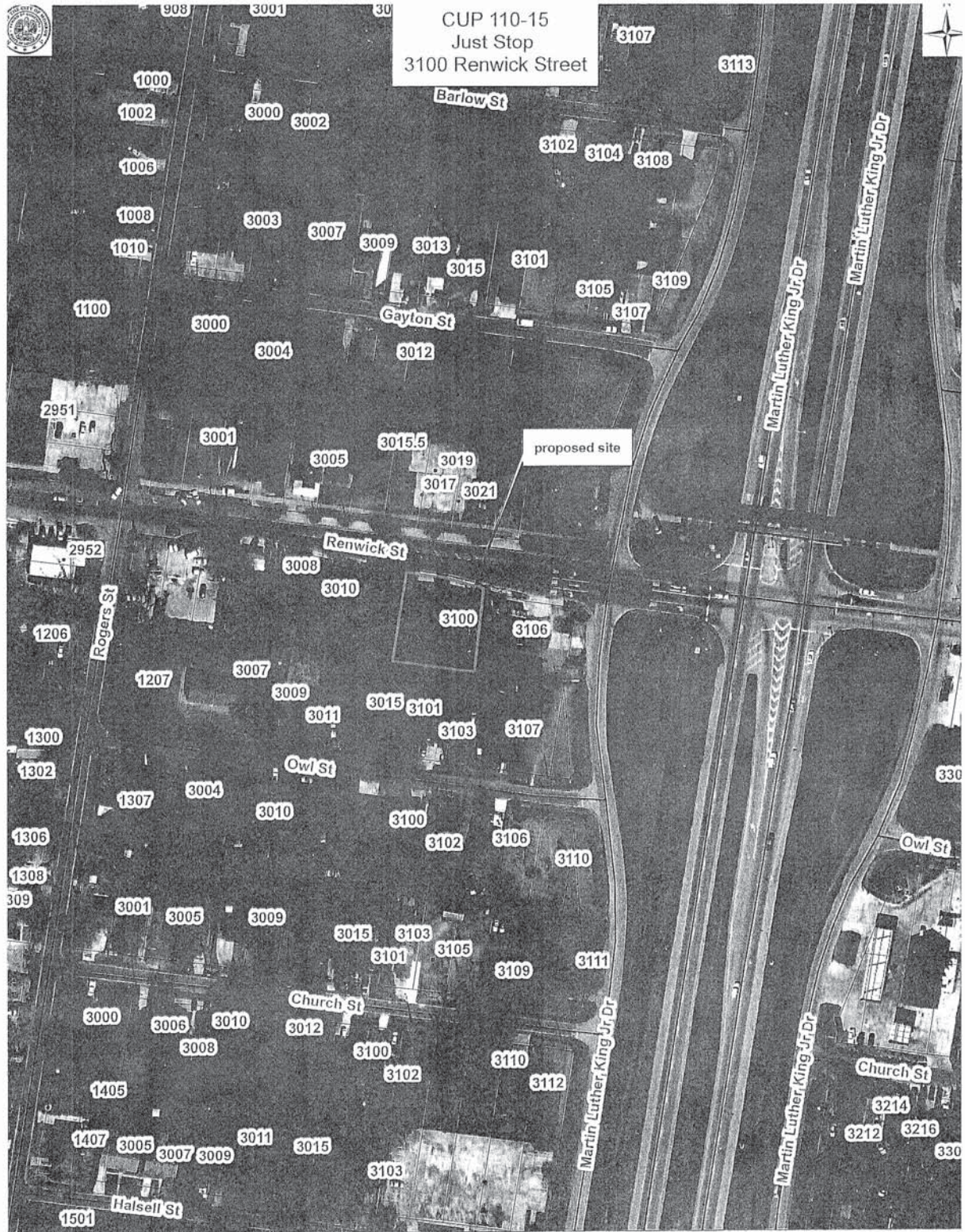
The final denial (City Council) of a major conditional use permit application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

Appeal

A final decision by the City Council on a major conditional use permit may be appealed to the 4th Judicial District Court within thirty (30) days of the City Council's decision (See Section 37-130.B.4 Appeals).



CUP 110-15
Just Stop
3100 Renwick Street





CITY OF MONROE PLANNING COMMISSION

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

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

December 7, 2015

CITY HALL

MONROE, LOUISIANA

RE: TAM 108-15

APPLICANT: City of Monroe

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Ed Fench

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 II, Definitions and Pules of Interpretation, Section 21, Definitions, Article IV, Planned Unit Developments, Chapter 32, Subdivision Regulations, Article II, Definitions, Section 32-21, Definitions, and Article III, Administrations Procedure Section of the Code of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith with respect thereto and recommends the application be approved.

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

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION APPROVING AND AUTHORIZING A MEMORANDUM
OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE
AND LAFOURCHE PARISH GOVERNMENT AND FURTHER
PROVIDING WITH RESPECT THERETO.**

WHEREAS, La. R. S. 33:1324 provides any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, Lafourche Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Lafourche Parish Government; and,

WHEREAS, Lafourche Parish Government and the City of Monroe wish to memorialize an arrangement to grant use of Emily P. Robinson Community Center, Powell Street Community Center and Benoit Community Center owned by the City of Monroe, as an emergency shelter in the event of a mandatory evacuation of the Lafourche Parish Government; and

WHEREAS, Lafourche Parish Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby approve and direct that Lafourche Parish Government and the City of Monroe enter into the attached Memorandum of Understanding.

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 December, 2015.

CHAIRMAN

CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
LAFOURCHE PARISH GOVERNMENT
AND
CITY OF MONROE**

This Agreement is entered into on the dates set forth herein by and between:

LAFOURCHE PARISH GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Charlotte Randolph, President of Lafourche Parish Government (LPG); and,

CITY OF MONROE, political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, James E. Mayo (COM); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, Lafourche Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of Lafourche Parish; and,

WHEREAS, Lafourche Parish Government and the City of Monroe wish to memorialize an agreement to grant use of Emily P. Robinson Community Center, Powell Street Community Center and Benoit Community Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Lafourche; and,

WHEREAS, Lafourche Parish Government and the City of Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1.

Upon the declaration of a mandatory evacuation in Lafourche Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the City of Monroe grants the use of Emily P. Robinson Community Center, Powell Street Community Center and Benoit Community Center to Lafourche Parish Government Office of Homeland Security and Emergency Preparedness as required to address shelter needs of up to a maximum of 1500 Lafourche Parish citizens or determined by the Fire Chief of the City of Monroe, during and in the aftermath of a hurricane disaster.

2.

Upon the emergency declaration and a determination of the Parish President, she or her designee will contact the City of Monroe with a minimum of 48-hour notice prior to the arrival of its citizens and contact the Office of Community Affairs (318) 329-2290; Fax: (318) 329-2288; Cell (318) 366-4212) or Division of Recreation (Office: (318) 329-2523; Fax: (318) 329-2888; Cell: (318) 366-0300 to provide an estimated time of arrival of Lafourche Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3.

The City of Monroe shall not assume responsibility for nor be held liable for the expenses involved in providing the use of its community centers: Emily P. Robinson: (318) 329-3238; Fax: (318) 329-2872; Powell Street: (318) 329-2449; Fax: (318) 329-2535) and Harvey Benoit (318) 329-2691; Fax: (318) 329-2888). Access to Emily P. Robinson Community Center, Powell Street Community Center and Harvey Benoit Community Center shall be made available by the Mayor of the City of Monroe who may appoint a designee to unlock and oversee the use of the facility by Lafourche Parish Government. Lafourche Parish Government shall be responsible for overtime pay for such reasonable required overtime for the City of Monroe employees and for overtime for security staff from the City of Monroe Police Department as determined by the Police Chief of the City of Monroe. The City of Monroe will be responsible for all time sheets and other paperwork to be sent to Lafourche Parish Government when requested for reimbursement purposes.

4.

The City of Monroe shall submit a monthly invoice with a breakdown of expenses to Lafourche Parish Government, Office of Homeland Security Emergency Preparedness for approval: Attention Director of LOHSEP Post Office Box 425 Mathews, LA 70394.

5.

Lafourche Parish Government shall be responsible for the installation and provision of adequate facilities including shower and laundry facilities and necessary generators in case of power failure at the option of Lafourche Parish Government. Lafourche Parish Government shall reimburse the City of Monroe for any and all expenses associated with the installation and use of this equipment.

6.

To the fullest extent permitted by law, the Lafourche Parish Government shall protect, defend, indemnify, save and hold harmless the City of Monroe, including all Municipal Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of Lafourche Parish Government, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or nonperformance of the contract herein entered into, including any and all cost, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the City of Monroe, all municipal departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of City of Monroe, Boards

and Commissions, their officers, agents, servants and employees, including volunteers and without, however, waiving any governmental immunity available to Lafourche Parish Government under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

7.

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By Lafourche Parish Government or City of Monroe as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by (90) days written notice by Lafourche Parish Government or City of Monroe.
- C. Either entity Lafourche Parish Government or City of Monroe may terminate this agreement with stated cause with ninety (90) days written notice.

8.

The City of Monroe reserves the right to charge Lafourche Parish Government previously contracted cancellation costs in the event a program previously scheduled at Emily P. Robinson Community Center, Powell S. Community Center and Benoit Community Center requires cancellation due to the use of the facility as an emergency shelter including any additional amounts that would already have been expended by Emily P. Robinson Community Center, Powell S. Community Center and Benoit Community Center as required by the cancelled contract. Lafourche Parish Government shall not be responsible for lost revenues associated with its use of the Emily P. Robinson Community Center, Powell S. Community Center and Benoit Community Center.

9.

The City of Monroe shall allow Lafourche Parish Government a pre-inspection of the entire building to establish its condition prior to occupancy by Lafourche Parish Government. Lafourche Parish Government shall return the Emily P. Robinson Community Center, Powell Street Community Center and the Harvey Benoit Community Center to the City of Monroe in substantially the same condition as it was received by Lafourche Parish Government.

10.

Further, the City of Monroe grants Lafourche Parish Government the use of Monroe Civic Center to house up to a maximum of 50 evacuated domestic household pets from Lafourche Parish pursuant to the same reservation of rights regarding cost reimbursement set out herein with respect to the mentioned buildings above. Animal care shall be provided by the owners and/or a volunteer agency.

11.

Lafourche Parish Government shall provide a minimum of \$1,000,000.00 certificate of insurance naming the City of Monroe as an additional insured and comply with all insurance requirements as set forth in this agreement.

12.

This agreement shall remain in effect from the date of execution until December 31, 2020 subject to written amendment upon mutual consent.

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

Legal Construction

In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

No waiver

The failure of Lafourche Parish Government or City of Monroe to enforce any of the terms of this agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2015 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

Lafourche Parish Government

By: _____
Charlotte A. Randolph, Parish President

CITY OF MONROE

By: _____
James E. Mayo, Mayor

Addendum 1

The Lafourche Parish Government shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, its agents' representatives, employees or drivers.

A. Minimum Limits of Insurance:

Lafourche Parish Government shall maintain limits no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily and property damage.
3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000.00 and shall include:
 - a) Alternate Employer Endorsement
 - b) Voluntary Compensation Endorsement

B. Other Insurance Provisions

1. The policies contain, or are endorsed contain, the following provisions:
 - a. City of Monroe is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party, vehicles owned, occupied or used by the insuring party. It is understood that the business auto policy under "who is insured" automatically provides liability coverage in favor of each party named as an "additional insured."
 - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
 - c. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.
2. Workers' Compensation and Employers Liability Coverage
The insuring parties and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.

3. All Coverages

- a. Each insurance policy required by this article shall be endorsed to state coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
- b. All policies above endorsed to be primary coverage to any other coverage.
- c. Coverage's should be endorsed to cover proper "territory" of operations.

C. Acceptability of Insure

Insurance is to place with insures authorized in Louisiana, with Best's rating of no less that A-VI

D. Verification of Coverage

- E. The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be received and approved by the receiving party before work commences. Each party reserves the right to require complete, certified copies of all required policies, at any time.

F. Rental Fees for use of the facility described herein are:

\$25.00 per hour or \$600.00 per day (Monday -Saturday); \$35.00 per hour or \$840.00 per day (Sunday); A three (3) day rental in advance to hold the facility, said amount to be deducted from the final balance or refunded in the event the facility is not used for three days.

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION APPROVING AND AUTHORIZING A MEMORANDUM
OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE
AND ST. JOHN THE BAPTIST PARISH AND FURTHER PROVIDING
WITH RESPECT THERETO.**

WHEREAS, La. R. S. 33:1324 provides any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, St. John the Baptist Parish, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of St. John the Baptist Parish; and,

WHEREAS, St., John the Baptist Parish and the City of Monroe wish to memorialize an arrangement to grant use of certain facilities owned by the City of Monroe's as an emergency shelter in the event of a mandatory evacuation of the St. John the Baptist Parish; and

WHEREAS, St. John the Baptist Parish and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby approve and direct that St. John the Baptist Parish and the City of Monroe enter into the attached Memorandum of Understanding.

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 December, 2015.

CHAIRMAN

CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
ST. JOHN THE BAPTIST PARISH GOVERNMENT
AND
CITY OF MONROE**

This agreement is entered into on the dates set forth herein by and between:

ST. JOHN THE BAPTIST PARISH, a political subdivision of the State of Louisiana, herein represented by Natalie Robottom, President of St. John the Baptist Parish, ("SJB"); and,

CITY OF MONROE, a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, James E. Mayo, ("COM"); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, SJB, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of SJB Parish; and

WHEREAS, SJB and COM wish to memorialize an arrangement to grant use of the certain facilities owned by the City of Monroe as an emergency shelters in the event of a the mandatory evacuation of the Parish of St. John the Baptist, and

WHEREAS, SJB and the City of Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1.

Upon the declaration of a mandatory evacuation in St. John the Baptist Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the City of Monroe grants use of the following Community Centers: Saul Adler (Office: (318) 329-2446; Fax: (318) 329-3347; Henrietta Johnson (Office: (318) 329-2448; Fax: (318)329-2556 and Liller Maddox Marbles (Office: (318) 329-2447; Fax: (318) 329-3263) in Monroe, Louisiana (hereinafter referred to as facilities) to SJB Parish Emergency Preparedness and Homeland Security as required to address shelter needs of up to a maximum number of people to be determined by the Fire Chief of the City of Monroe.

2.

Upon the emergency declaration and a determination of the Parish President, she or her designee will contact the City of Monroe within a minimum 48-hour notice prior to arrival through the Office of Community Affairs (Office: (318) 329-2290; Fax: (318) 329-2288; Cell (318) 366-4212; or the Division of Recreation (Office: (318) 329-2523; Cell (318-366-0300; Fax: (318) 329-2888) to provide an estimated time of arrival of SJBP evacuees and an estimated period of use, which estimate shall be updated weekly.

3.

The City of Monroe shall not assume responsibility for nor be held liable for the expenses involved in providing the use of the facilities. Access to the facilities shall be made available by the Mayor of the City of Monroe who may appoint a designee to unlock and oversee the use of the facility by SJBP. SJBP shall be informed of the Center contact person information. SJBP shall be responsible for overtime pay for such reasonable required overtime for City of Monroe Center employees and for overtime for security staff from the City of Monroe Police Department both as determined by the Director of Community Affairs.

4.

SJBP shall be responsible for the installation and provision of adequate facilities including shower and laundry facilities and necessary generators in case of power failure at the option of SJBP. SJBP shall reimburse the City of Monroe for any and all expenses associated with the installation and use of this equipment.

5.

To the fullest extent permitted by law, the SJBP shall protect, defend, indemnify, save and hold harmless the COM, including all Municipal Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of SJBP, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the COM, all Municipal Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of COM, all Municipal Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and without, however, waiving any governmental immunity available to SJBP under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

6.

This Agreement shall be terminated under any or all of the following conditions:

A. By written mutual agreement and consent of the parties hereto.

B. By SJBP or COM as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by SJBP or COM.

C. Either entity (SJBP) or (COM) may terminate this agreement with stated cause with ninety (90) days written notice.

7.

The City of Monroe reserves the right to charge SJBP previously contracted cancellation costs in the event a program previously scheduled at the facilities requires cancellation due to the use of the facility as an emergency shelter including any additional amounts that would already have been expended by facilities as required by contract. The City of Monroe shall provide SJBP with documentation that an event was cancelled due to SJBP occupying the facility. SJBP shall not be responsible for lost revenues associated with its use of the facilities.

8.

The City of Monroe shall allow SJBP a pre-inspection of the building(s) to establish its condition prior to occupancy by SJBP. SJBP shall return the Civic Center to the City of Monroe in substantially the same condition as it was received by SJBP.

9.

SJBP shall provide a minimum of \$1,000,000.00 certificate of insurance naming the City of Monroe as an "additional insured".

10.

This agreement shall remain in effect from the date of execution until December 31, 2020 subject to written amendment upon mutual consent.

11.

SJBP agrees to pay in advance a sum for rental of the facilities used by SJBP for purposes under this agreement, said sum to be calculated for the spaces used in accordance with the attached Exhibit "A".

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

Legal Construction

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid,

illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

No Waiver

The failure of SJBP or COM to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2015 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

ST. JOHN THE BAPTIST PARISH COUNCIL

BY: _____
Natalie Robottom, Parish President

CITY OF MONROE

BY: _____
James E. Mayo, Mayor

EXHIBIT "A"

"The facility daily rental fee is set at \$600.00 per facility."

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

A RESOLUTION APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R. S. 33:1324 provides any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, Terrebonne Parish Consolidated Government and the City of Monroe wish to memorialize an arrangement to grant use of the City of Monroe's Civic Center as an emergency shelter in the event of a mandatory evacuation of the Parish of Terrebonne; and

WHEREAS, Terrebonne Parish Consolidated Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby approve and direct that Terrebonne Parish Consolidated Government and the City of Monroe enter into the attached Memorandum of Understanding.

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 December, 2015.

CHAIRMAN

CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
AND
CITY OF MONROE**

This agreement is entered into on the dates set forth herein by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, herein represented by Michel Claudet, President of Terrebonne Parish Consolidated Government, (TPCG"); and,

CITY OF MONROE (COM), a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, James E. Mayo (COM); and,

WHEREAS, La. R.S. 33:1324 provides any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and;

WHEREAS, Terrebonne Parish Consolidated Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Terrebonne Parish; and,

WHEREAS, TPCG and COM wish to memorialize an arrangement to grant use of the City of Monroe's Civic Center as an emergency shelter in the event of a the mandatory evacuation of the Parish of Terrebonne; and,

WHEREAS, Terrebonne Parish Consolidated Government and the City of Monroe find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

1.

Upon the declaration of a mandatory evacuation in Terrebonne Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, the City of Monroe grants use of the City of Monroe's Civic Center and its parking lot to Terrebonne Parish Consolidated Government Office of Homeland Security and Emergency Preparedness (GOHSEP) as required to address shelter needs of up to a maximum of **2500 to 3000** Terrebonne Parish citizens during and in the aftermath of a hurricane disaster.

2.

Upon the emergency declaration and a determination of the Parish President, he or his designee will contact the City of Monroe with a minimum 48-hour notice prior to arrival through the Office of Community Affairs (Office: (318) 329-2290; Fax: (318) 329-2288; or the Monroe Civic Center (Office: (318) 329-2346;

Fax: 318-329-2548) to provide an estimated time of arrival of Terrebonne Parish evacuees and an estimated period of use, which estimate shall be updated weekly.

3.

The City of Monroe shall not assume responsibility for nor be held liable for the expenses involved in providing the use of the Monroe Civic Center. Access to the Monroe Civic Center shall be made available by the Mayor of the City of Monroe who may appoint a designee to unlock and oversee the use of the facility by TPCG. TPCG shall be informed of the Civic Center contact person information. TPCG shall be responsible for overtime pay for such reasonable required overtime for City of Monroe Civic Center employees and for reasonable overtime for security staff from the City of Monroe Police Department both as determined by the Director of the Monroe Civic Center.

4.

To the fullest extent permitted by law, TPCG shall protect, defend, indemnify, save and hold harmless the COM, including all Municipal Departments, its elected and appointed officials, Agencies, Councils, Boards and Commissions, Districts, their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, costs, actions, fines, penalties, actions, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting therefrom, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of TPCG, its agents, its sub-contractors, partners, servants, officers employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or non-performance of the contract herein entered into, including any and all costs, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the COM, all Municipal Departments, its elected and appointed officials, Agencies, Councils, Districts, Boards and Commissions, their officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of COM, all Municipal Departments, its elected and appointed officials, Districts, Agencies, Councils Boards and Commissions, their officers, agents servants and employees, including volunteers and, however, this provision shall not waive any governmental immunity available to TPCG under Louisiana Law including the Louisiana Homeland Security and Emergency Assistance and Disaster Act and without waiving any defenses of the parties hereto.

5.

This Agreement shall be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto.
- B. By TPCG or COM as a consequence of the failure of either party to comply with the terms and conditions of this Agreement in a satisfactory manner, proper allowance being made for circumstances beyond the control of either party by ninety (90) days written notice by TPCG or COM.
- C. Either entity (TPCG or COM) may terminate this agreement with stated cause with ninety (90) days written notice.

6.

The City of Monroe reserves the right to charge TPCG "previously, contracted cancellation" costs in the event a program previously scheduled at the Monroe Civic Center requires cancellation due to the use of the

facility as an emergency shelter including any additional amounts that would already have been expended by the Monroe Civic Center as required by contract. TPCG shall not be responsible for lost revenues associated with its use of the Monroe Civic Center.

7.

The City of Monroe shall allow TPCG a pre-inspection of the building to establish its condition prior to occupancy by TPCG. TPCG shall return the Monroe Civic Center to the City of Monroe in substantially the same condition as it was received by TPCG.

8.

Further, the City of Monroe grants TPCG the use of the Animal Stockyard adjacent to the Civic Center to house up to a maximum of 100 evacuated domestic household pets from Terrebonne Parish pursuant to the same reservation of rights regarding cost reimbursement set out herein with respect to the Civic Center. Animal care shall be provided by "PAWS" (Progressive Animal Welfare Society) and/or TPCG provided personnel.

9.

TPCG shall provide a minimum of \$1,000,000.00 certificate of general liability insurance naming the City of Monroe as an "additional insured".

10.

This agreement shall remain in effect from the date of execution until December 31, 2020 subject to written amendment upon mutual consent.

11.

TPCG agrees to pay in advance a three (3) day rental deposit that will be applied to the sum for rental of the facilities used by TPCG for purposes under this agreement, said deposit to be calculated for the space used in accordance with attached Exhibit and with the assurance that if the length of usage is less than three (3) days, TPCG will receive the appropriated refund.

Compliance with Laws

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this Agreement.

Choice of Law

This Agreement shall be governed by Louisiana law and the provisions of this Agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

Legal Construction

In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Amendment

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

No Waiver

The failure of TPCG or COM to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of any or all of the terms or conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2015 in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: _____
Michel Claudet, Parish President

CITY OF MONROE

BY: _____
James E. Mayo, Mayor

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 THE MLU PARKING FACILITY PERIMETER FENCE CONTRACT, BETWEEN THE CITY OF MONROE AND COLUMBUS FENCE COMPANY, FOR A DECREASE IN THE CONTRACT AMOUNT OF \$2,353.48 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 Columbus Fence Company, for a decrease in the contract amount of \$2,353.48.

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

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

AVIATION SECTION

PLAN CHANGE AND/OR SPECIAL AGREEMENT

PLAN CHG #: 1 & FINAL

PAGE: 1 OF 1

DATE: December 2, 2015

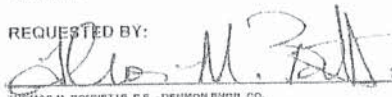
DEC NO.	14-01-01				
AIRPORT NAME	MONROE REGIONAL AIRPORT	PARISH	OUACHITA	CITY	MONROE
CATEGORIES	MAJOR 1	MINOR 2 3 4	MLU PARKING PERIMETER FENCE		

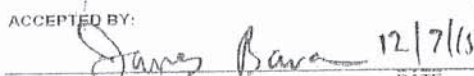
ENGINEER DESCRIPTION, JUSTIFICATION AND ESTIMATED COST OF PROPOSED REVISION (ATTACH ADDITIONAL SHEETS IF NECESSARY)

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

ITEM NO.	ITEM	UNIT	UNIT PRICE	THIS REVISION		LAST REVISION		
				QTY.	AMOUNT	QTY.	AMOUNT	
204-02	TEMPORARY HAY OR STRAW BALES	EA.	\$7.00	0.00	\$0.00	36.00	\$252.00	
204-06	TEMPORARY SILT FENCE	L.F.	\$4.00	2300.00	\$9,200.00	2140.00	\$8,560.00	
705-10	DECORATIVE/ORNAMENTAL FENCE (4' HT.)	L.F.	\$35.50	1934.50	\$68,674.75	1940.00	\$68,870.00	
706-03	INCIDENTAL CONCRETE (MAINTENANCE PAVING)	S.Y.	\$55.00	426.60	\$23,463.00	435.00	\$23,925.00	
706-03A	INCIDENTAL CONCRETE (SLOPE PROTECTION)	S.Y.	\$265.60	17.34	\$4,603.77	17.00	\$4,513.50	
739-01	HYDRO-SEEDING	ACRE	\$3,500.00	0.333	\$1,165.50	1.00	\$3,500.00	
S-001	PIPE BOLLARDS (6") IN EXISTING CONCRETE PAVEMENT	EA.	\$735.00	34.00	\$24,990.00	33.00	\$24,255.00	
S-002	PIPE BOLLARDS (6") IN NATURAL GROUND	EA.	\$575.00	2.00	\$1,150.00	3.00	\$1,725.00	
ORIGINAL CONTRACT		\$150,635.50	NEW TOTAL		\$133,247.02	PREVIOUS TOTAL		\$135,600.50
PREVIOUS CHANGES		\$0.00	AMOUNT OVER RUN		\$0.00	ADD. DAYS REQ'D		N/A
			AMOUNT UNDER RUN		\$2,353.48	NEW DAYS CONTRACT		
			NEW AMOUNT		\$148,282.02			

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

REQUESTED BY:  12/2/2015
THOMAS M. ROBERTS, P.E. - DESIGNER DATE

ACCEPTED BY:  12/7/15
JAMES BARA DATE

RECOMMENDED: _____ DATE _____

RECOMMENDED: _____ DATE _____

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 THE VARIOUS BRIDGE REPAIRS CONTRACT, BETWEEN THE CITY OF MONROE AND DIRTWORKS, INC. OF VICKSBURG, FOR A DECREASE IN THE CONTRACT AMOUNT OF \$4,443.30 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 Dirtworks, Inc. of Vicksburg, for a decrease in the contract amount of \$4,443.30.

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

CONTRACT CHANGE ORDER No. 1

Date: December 14, 2015

CONTRACT FOR: Various Bridge Repair Projects for the City of Monroe

OWNER: City of Monroe

TO: DirtWorks, Inc. Of Vicksburg

You are hereby requested to comply with the following changes from the contract plans and specifications:

No.	Description of Changes	Decrease in Contract Price	Increase in Contract Price
1	Add Pay Item 202-02-00035 Removal of 48" R.C. Pipe - 12 lin. ft. @ \$125.00/lin. ft.		\$1,500.00
2	Delete Pay Item 202-02-40000 Removal of Timber Piles - 8 Each @ \$500.00/Each	\$4,000.00	
3	Delete Pay Item 203-04-00300 Nonplastic Embankment (Stone) - 73.11 cu. yds. @\$120.00/cu. yd.	\$8,773.20	
4	Delete Pay Item 204-02-00100 Temporary Hay or Straw Bales - 55 Each @ \$5.00/Each	\$275.00	
5	Delete Pay Item 204-06-00100 Temporary Silt Fence - 300 lin. ft. @\$1.00/lin. ft.	\$300.00	
6	Pay Item 510-01-00250 Pavement Patching (14" Min. Thickness) - Increase contract quantity by 12.67 sq. yds. @ \$240.00/sq. yd.		\$3,040.80
7	Add Pay Item 701-03-01020 Storm Drain Pipe (15" RCP) - 32 lin. ft. @ \$90.00/lin. ft.		\$2,880.00
8	Delete Pay Item 701-03-01040 Storm Drain Pipe (24" RCP) - 24 lin. ft. @ \$100.00/lin. ft.	\$2,400.00	
9	Add Pay Item 701-03-01100 Storm Drain Pipe (48" RCP/PP) - 30 lin. ft. @ 266.67/lin. ft.		\$8,000.10
10	Pay Item 702-03-00100 Side Drain Pipe (18" RCP/PP) - Increase contract quantity by 5 lin. ft. @\$70.00/lin. ft.		\$350.00
11	Add Pay Item 702-03-00600 Catch Basins (CB-01) - 1 Each @ \$4,500.00/Each		\$4,500.00
12	Pay Item 711-01-03000 Riprap (30 lb, 14" Thick) - Increase contract quantity by 11.00 sq. yds. @ \$90.00/sq. yd.		\$990.00
13	Pay Item 711-04-00100 Geotextile Fabric - Increase contract quantity by 11.00 sq. yds. @ \$4.00/sq. yd.		\$44.00
14	Delete Pay Item S-1 Treated Timber Pile Splice (2' - 4' Length) - 2 Each @ \$2,000.00/Each	\$4,000.00	
15	Delete Pay Item S-2 Treated Timber Pile Splice (4' - 6' Length) - 1 Each @ \$2,000.00/Each	\$2,000.00	

Specification Paragraph A2-6

CONTRACT CHANGE ORDER No. 1

Date: December 14, 2015

CONTRACT FOR: Various Bridge Repair Projects for the City of Monroe
OWNER: City of Monroe
TO: DirtWorks, Inc. Of Vicksburg

16	Delete Pay Item S-3 Treated Timber Pile Splice (6' - 8' Length) - 2 Each @ \$2,000.00/Each	\$4,000.00	
Totals		\$25,748.20	\$21,304.90
Net Change In Contract Price: Increase - (Decrease)		(\$4,443.30)	

JUSTIFICATION: Adjustments made for unforeseen existing conditions.

The amount of the Contract will be decreased by the sum of \$ 4,443.30.

The Contract Total prior to this Change Order is \$ 385,077.50.

The Contract Total including this and previous Change Orders will be \$380,634.20.

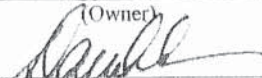
The Contract Period provided for completion will be unchanged by zero (0) days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: _____

Date: _____

Recommended: _____

(Owner)

(Engineer)

Date: 12/15/2015

Accepted: _____

(Contractor)

Date: _____

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 THE EVANGELINE STREET DRAINAGE IMPROVEMENT CONTRACT, BETWEEN THE CITY OF MONROE AND AMETHYST CONSTRUCTION, INC., FOR AN INCREASE IN THE CONTRACT AMOUNT OF _____ 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 Amethyst Construction, Inc., for an increase in the contract amount of _____. The purpose of the Change Order is to add a cross drain and lateral on Westminster Avenue.

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

James M. Standard & Associates, Inc.

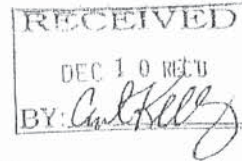
CONSULTING ENGINEERS

WASHINGTON PLAZA • 300 WASHINGTON STREET • SUITE 208 • MONROE, LOUISIANA 71201 • (318) 322-0551 • FAX (318) 381-0517

December 3, 2015

Ms. Kim Golden, City Engineer
City of Monroe – Engineering Department
3901 Jackson Street
Monroe, Louisiana 71202
318-329-2211
Kim.Golden@CI.Monroe.LA.US

RE: Electrical Engineering Fee Proposal
New 1200 Amp Main Distribution Panel
Theater Building – Monroe Civic Center Complex
400 Lea Joyner Memorial Expressway
Monroe, Louisiana



Dear Ms. Golden,

We are pleased to offer our engineering fee proposal for the engineering design and associated construction documents necessary for a contractor to purchase and install a new 1200 Amp Main Distribution Panel which will power the Theater Building at the Monroe Civic Center Complex.

We propose to do all necessary field work, engineering studies, prepare contract documents (plans and specifications), review shop drawings, and review the Contractor's electrical installation all for the fee quoted below.

PROPOSED ENGINEERING FEE \$ 3,750.00

Our Electrical Engineering fee includes the following scope of work:

1. Co-ordination with local code enforcement bodies.
2. Co-ordination with Owner's design criteria.
3. Co-ordination with existing utilities.
4. Design and layout of new Main Distribution Panel.
5. Existing power feeder reconnections.
6. Grounding systems.
7. Manhours for jobsite visits to gather field information.
8. Manhours for co-ordination meetings with Owner.
9. Manhours for jobsite visits to review electrical installation.

JSA's fee breakdown by phase is as follows:

Design Development Phase	30%
Construction Document Phase	50%
Bidding and Negotiation Phase	5%
Construction Administration Phase	15%

Ms. Kim Golden, City Engineer
New 1200 Amp Main Distribution Panel
Theater Building - Monroe Civic Center Complex
400 Lea Joyner Memorial Expressway
Monroe, Louisiana
December 3, 2015
Page 2 of 2

Specifically excluded from our base fee are the following:

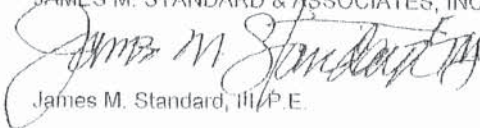
1. Power distribution design work in other than Theater Building.
2. Future building phase(s) electrical designs.
3. Detailed electrical cost estimating.

Should extra service work be required due to Owner initiated changes after our design and/or drawings are substantially complete, we propose to charge \$90.00 per hour for all revision hours.

We certainly appreciate the opportunity you have afforded our firm in making this proposal and hope it meets with your approval. If you have any questions, comments, or concerns, please contact us at your convenience.

Very truly yours,

JAMES M. STANDARD & ASSOCIATES, INC.



James M. Standard, III, P.E.

JMS/ilm

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 ENTER INTO AND EXECUTE A CONTRACT WITH JAMES M. STANDARD & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ELECTRICAL ENGINEERING SERVICES FOR THE CIVIC CENTER THEATER BUILDING MAIN DISTRIBUTION PANEL 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 enter into and execute a contract with JAMES M. STANDARD & ASSOCIATES, INC. to provide professional engineering services for the Civic Center Theater Building Main Distribution Panel.

BE IT FURTHER RESOLVED that said proposal 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

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 AND ADJUSTING THE CITY OF MONROE OPERATING BUDGET FOR THE FISCAL YEAR 2015-2016.

WHEREAS, Section 5-04 of the City Charter of the City of Monroe, Louisiana provides for supplementing and adjusting the Operating Budget of the City of Monroe; and

WHEREAS, James Mayo, Mayor, has presented to the City Council a Supplemental Budget of Revenues and Expenditures for amending and adjusting the Budget for the Fiscal Year 2015-2016.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that the 2015-2016 Operating Budget of the City of Monroe, Special Revenues and Enterprise Funds be and are hereby amended and adjusted as attached hereto and made a part hereof.

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

NOTICE PUBLISHED on _____, 2015.

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

FISCAL YEAR 2016

2nd QUARTER

BUDGET

AMENDMENT

CITY OF MONROE
Monroe, Louisiana

Fiscal Year 2016
2nd Quarter
Budget Amendment

TABLE OF CONTENTS

	<u>PAGE NO.</u>
I. GENERAL FUND.....	1
a. Summary of Departmental Changes.....	2
b. Schedule of Transfers with Enterprise Funds.....	3
c. Adjusted Budget including 2nd Quarter Budget Amendment.....	4
d. Revenue Change(s).....	7
e. Expense Change(s).....	8
II. SPECIAL REVENUE FUNDS..... NO 2nd QUARTER BUDGET AMENDMENT	
a. Adjusted Budget including 2nd Quarter Budget Amendment.....	
b. Revenue Change(s) by Fund.....	
c. Expense Change(s) by Fund.....	
III. ENTERPRISE FUNDS..... NO 2nd QUARTER BUDGET AMENDMENT	
a. Adjusted Budget including 2nd Quarter Budget Amendment.....	
b. Revenue Change(s) by Fund.....	
c. Expense Change(s) by Fund.....	
IV. INTERNAL SERVICE FUNDS..... NO 2nd QUARTER BUDGET AMENDMENT	
a. Adjusted Budget including 2nd Quarter Budget Amendment.....	
b. Revenue Change(s).....	
c. Expense Change(s).....	

GENERAL FUND

FISCAL YEAR 2016

2nd QUARTER

BUDGET

AMENDMENT

GENERAL FUND
 FY 2016 BUDGET AMENDMENT
 2nd QUARTER
 SUMMARY OF DEPARTMENTAL CHANGES

DEPARTMENT	OPERATING BUDGET	2nd Quarter FY 2015 Budget Amendment		BUDGET AS AMENDED
		Increase	Decrease	
Legislative Department-Council and Staff	742,143	-	-	742,143
Executive Department-Chief Executive and Staff	998,257	-	-	998,257
Judicial Department	2,618,600	-	-	2,618,600
Legal Department	828,983	-	-	828,983
Administration Dept (no City Expenses)	3,970,114	-	-	3,970,114
Administration Dept (City Expenses only)	6,504,841	427,821	-	6,932,662
Police Division	12,925,079	-	-	12,925,079
Fire Division	13,112,016	-	-	13,112,016
Public Works Division	9,347,262	-	-	9,347,262
Engineering Division	1,037,466	-	-	1,037,466
Planning and Urban Development Division	1,113,982	-	-	1,113,982
Community Affairs Division	3,350,960	-	-	3,350,960
TOTALS	\$ 56,549,703	\$ 427,821	\$ -	\$ 56,977,524

GENERAL FUND
FY 2016 BUDGET AMENDMENT
2nd QUARTER
SCHEDULE OF TRANSFERS WITH ENTERPRISE FUNDS

TRANSFERS IN FROM ENTERPRISE FUNDS	NONE
------------------------------------	------

TRANSFERS OUT TO ENTERPRISE FUNDS	NONE
-----------------------------------	------

CITY OF MONROE
Monroe, Louisiana

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES and
CHANGES IN FUND BALANCE-BUDGET
FOR THE YEAR ENDED APRIL 30, 2016

REVENUES	BUDGET AS	2nd Quarter FY 2016		BUDGET AS
	PREVIOUSLY	Budget Amendment		AMENDED
	AMENDED	Increase	Decrease	
General Property Taxes	\$ 4,130,618			\$ 4,130,618
1974 Recreational Maintenance Taxes	721,728			721,728
1974 Public Safety Taxes	406,932			406,932
1974 Drainage Taxes	502,906			502,906
Street Maintenance Tax	-			-
Capital Improvement Tax	1,247,669			1,247,669
Police Department Tax	-			-
Fire Department Tax	-			-
Adjudicated Property Revenue	27,475			27,475
General Sales Taxes	36,500,000	92,398		36,592,398
Hotel/Motel Tax Receipts	-			-
Liquor Licenses	83,945			83,945
Prof & Occ Licenses	2,497,355			2,497,355
Video Bingo Licenses	2,000			2,000
Sound Permit	25			25
Franchise Fees	905,930			905,930
Parking Permit Sales	-			-
Fed Grant Direct	7,536			7,536
Fed Grant Indirect	3,000			3,000
Safer Grant-Federal	-			-
State Grant Categorical	-			-
State Supplemental Pay	2,400,000			2,400,000
Beer Tax	72,000			72,000
Signal Light Maint. Reimbursement	185,440			185,440
Sales Tax Handle Fee	700,049			700,049
Sales Tax Handle Fee-West Monroe	-			-
Sales Tax Handle Fee-Police Jury	-			-
Sales Tax Handle Fee-Sterlington	-			-
Sales Tax Handle Fee-Richtwood	-			-
Sales Tax Handle Fee-St. Improvement Pd.	-			-
Sales Tax Handle Fee-Fire	-			-
Sales Tax Handle Fee-Police	-			-
Sales Tax Handle Fee-O.P.S.D.	-			-
City Court Civil Fees	210,000			210,000
City Sanitation Fee	3,155,235			3,155,235
Building Usage Fees	46,205			46,205
Cemetery Lots	16,710			16,710
Grasscutting Fees	100,360			100,360
Demolition Revenue	20,000			20,000
Street Cut Reimbursements	100,000			100,000
Tuition Income	18,000			18,000
Fire Report	106			106
Copy Charges	1,325			1,325
Vending Commissions	8,125			8,125
American Payment System Fees	5,900			5,900
Convenience Fee-Online	-			-
COBRA Admin Fee	64			64
Postage	750			750
Legal & Other Professional	41,000			41,000
Entergy Ser. Inc. Income	2,367,770			2,367,770
Insurance Proceeds	-			-
City Court Fines	630,000			630,000
Environmental Court Fines	2,775			2,775
Overparking Fines	35,525			35,525
Ticket Review Fee	1,530			1,530
N.S.F. Fees	16,870			16,870
Interest Income	50,000			50,000
Royalty Income	2,105			2,105
Rentals - Municipal Golf	14,400			14,400

CITY OF MONROE
Monroe, Louisiana

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES and
CHANGES IN FUND BALANCE-BUDGET
FOR THE YEAR ENDED APRIL 30, 2016

REVENUES-continued	BUDGET AS	2nd Quarter FY 2016		BUDGET AS
	PREVIOUSLY AMENDED	Budget Amendment Increase	Decrease	AMENDED
Penalties and Interest	4,820			4,820
Contributions and Donations	2,200			2,200
Rentals - Land Lease	-			-
Miscellaneous Income	-			-
Federal Grant-LA Highway Safety	104,000			104,000
COPS in School	-			-
H.I.D.T.A.	52,000			52,000
ARRA Grant	-			-
Community Policing Fee	63,000			63,000
Appearance & Surrender Fees	60,000			60,000
D.W.I. Probation Fines	3,000			3,000
False Alarm Fees	15,000			15,000
K-9 Donations	-			-
Donations Designated-MPD	-			-
Police Miscellaneous	60,000			60,000
Zoning Income	70,000			70,000
Building Permits	113,634			113,634
Sewer Permits & Inspections	64,285			64,285
Plumbing Permits & Inspections	55,000			55,000
Electrical Permits & Inspections	39,849			39,849
Gas Permits & Inspections	12,400			12,400
Heat & Air Conditioning Permits	17,700			17,700
Mobile Sign Permits	35			35
Off Premise Sign Permits	6,300			6,300
Culvert/Drain Proj. Permits	1,330			1,330
Storm Water Permits	4,522			4,522
Specs Copy Revenue	-			-
Softball Summer	4,500			4,500
Softball Winter	1,800			1,800
Use Fee Tournaments	775			775
Marathon Fees	-			-
Basketball Fees	8,345			8,345
Volleyball	-			-
Tennis Forsythe	8,650			8,650
Tennis Chenmault	-			-
O.W.T.A.	-			-
O.M.T.A.	-			-
Admissions	4,198			4,198
Green Fees	224,128			224,128
Cart Fees	135,231			135,231
Pull Carts	382			382
Range Fees	18,088			18,088
Membership Fees	31,269			31,269
Tournament Fees	27,129			27,129
Handicap Membership Fees	180			180
Park Shelter Fees	14,035			14,035
Merchandise	18,663			18,663
Concession Revenue	30,719			30,719
Local Grants	-			-
Boxing/Fitness Revenue	860			860
Summer Program Fees	6,539			6,539
TOTAL REVENUES	\$ 58,523,929	\$ 92,338	\$ -	\$ 58,616,267

CITY OF MONROE
Monroe, Louisiana

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES and
CHANGES IN FUND BALANCE-BUDGET
FOR THE YEAR ENDED APRIL 30, 2016

	BUDGET AS PREVIOUSLY AMENDED	2nd Quarter FY 2016 Budget Amendment		BUDGET AS AMENDED
		Increase	Decrease	
EXPENDITURES				
Legislative Division-Council and Staff	742,143			742,143
Executive Division-Chief Executive and Staff	998,257			998,257
Judicial Division	2,618,600			2,618,600
Legal Division	828,983			828,983
Administration Division	10,474,955	427,821		10,902,776
Police Division	12,925,079			12,925,079
Fire Division	13,112,016			13,112,016
Public Works Division	9,347,262			9,347,262
Engineering Division	1,037,466			1,037,466
Planning and Urban Development Division	1,113,982			1,113,982
Community Affairs Division	3,350,960			3,350,960
Debt Service:				
General Interest Expense	40,000			40,000
Sitemans	252,396			252,396
Civic Center Roof	-			-
Claims and Judgements	300,000			300,000
Total Debt Service	592,396			592,396
TOTAL EXPENDITURES	57,142,099	427,821		57,569,920
EXCESS OF REVENUES OVER EXPENDITURES	1,381,830	(335,483)		1,046,347
OTHER FINANCING SOURCES (USES)				
Sale of Assets	148,652			148,652
Sale of Scrap	145			145
Total	148,797			148,797
Operating Transfers In:				
Employees' Benefits Fund	-			-
Capital Infrastructure	1,067,048			1,067,048
Admin/Economic Development	50,000			50,000
Total Transfers In	1,117,048		\$ -	1,117,048
Operating Transfers Out:				
Monroe Transit System	(1,916,980)			(1,916,980)
Civic Center	-			-
Fire & Police Pension	-			-
Louisiana Purchase Gardens and Zoo	(142,309)			(142,309)
Administrative Fees (Debt Service Funds)	(7,668)			(7,668)
Monroe Livestock Arena	-			-
Rivermarket	(143,891)			(143,891)
Employee Benefits	-			-
Delta Fest	-			-
Community Development Block Grant	-			-
Central Shop and Warehouse	(436,827)			(436,827)
Economic Development	-			-
Total Transfers Out:	(2,647,675)			(2,647,675)
TOTAL OTHER FINANCING SOURCES (USES)	(1,381,830)			(1,381,830)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES AND OTHER FINANCING USES	-	(335,483)		(335,483)
FUND BALANCE, Beginning of Year	14,369,517			14,369,517
FUND BALANCE, End of Year	\$ 14,369,517	\$ (335,483)	\$ -	\$ 14,034,034

GENERAL FUND REVENUES
 FY 2016 BUDGET AMENDMENT
 2nd QUARTER

<u>DIRECTOR'S REVENUE</u>				
	<u>BUDGET AS</u>	<u>2nd Quarter FY 2016</u>		
	<u>PREVIOUSLY</u>	<u>Budget Amendment</u>		<u>BUDGET AS</u>
<u>ACCT. NAME</u>	<u>AMENDED</u>	<u>Increase</u>	<u>Decrease</u>	<u>AMENDED</u>
General Sales Tax	36,500,000	92,338		36,592,338
TOTALS REVENUE CHANGES		\$ 92,338	\$ -	

GENERAL FUND EXPENSES
 FY 2016 BUDGET AMENDMENT
 2nd QUARTER

ADMINISTRATION	BUDGET AS PREVIOUSLY	2nd Quarter FY 2016 Budget Amendment		BUDGET AS AMENDED
		Increase	Decrease	
<u>ACCT. NAME</u>	<u>AMENDED</u>			
Group Insurance Retirees CITY EXP	1,153,426	97,031		1,250,457
Coroner Fees & Autopsies CITY EXP	214,200	79,700		293,900
Prisoner Housing-MPD CITY EXP	565,550	251,090		816,640
TOTALS ADMINISTRATION		\$ 427,821	\$ -	
TOTALS EXPENSE CHANGES		\$ 427,821	\$ -	

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 CHAPTER 37, ZONING, ARTICLE II, DEFINITIONS AND RULES OF INTERPRETATION, SECTION 21, DEFINITIONS, ARTICLE IV, PLANNED UNIT DEVELOPMENTS, CHAPTER 32, SUBDIVISION REGULATIONS, ARTICLE II. DEFINITIONS, SECTION 32-21, DEFINITIONS, AND ARTICLE III, ADMINISTRATIVE PROCEDURES SECTION 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 amendment to Chapter 37, Zoning, Article II, Definitions And Rules of Interpretation, Section 21, Definitions, Article IV, Planned Unit Developments, Chapter 32, Subdivision Regulations, Article II. Definitions, Section 32-21, Definitions, and Article III, Administrative Procedures Section of the Code of the City of Monroe. and

WHEREAS, the City Council has further considered the recommendation of approval from the Monroe Planning Commission, and accordingly the above stated Sections of the Zoning Ordinance 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, Article II, Definitions and Rules of Interpretation, Section 21, Definitions, Article IV, Planned Unit Developments, Chapter 32, Subdivision Regulations, Article II. Definitions, Section 32-21, Definitions, and Article III, Administrative Procedures Section be and it is **amended** as follows:

AMEND:

**Chapter 37, Zoning,
Article II Definition and Rules of Interpretation
Section 37-21.**

ADD:

Gated Community: A limited access subdivision with privately owned streets and maintained infrastructure.

Article IV Planned Unit Development

ADD:

Section 37-64 Gated Communities

- a) *Purpose* – The purpose of this section is to provide minimum standards for the development and maintenance of gated communities. The City of Monroe recognizes that gated communities may be appropriate in certain locations in certain limited circumstances such as Planned Unit Developments and subdivisions.
- b) *Requirements* - Gated Communities shall meet the following requirements:
 - 1) The general provisions of the Planned Unit Development Ordinance and other City Codes as they relate to development, streets, and utilities will apply to all such development. A vehicular turn around shall be provided at entry gates to allow vehicles that have been denied entry the ability to exit without having to

backup. All plans concerning gated communities are subject to review and approval by the Monroe Fire Department.

- 2) The definition of a "subdivision," "planned unit development," and "street", as contained in the Zoning and Subdivision Ordinances, will apply to all subdivisions, planned unit developments or streets, whether public or private. All streets within a gated community shall be private.
- 3) Plats for the planned unit development shall depict all fences, gates, private streets and alleys, and all utilities.
- 4) Design and Construction Standards – Private streets shall conform to the same standards regulating the design and construction of public streets. These standards shall include, but are not limited to the following:
 - a. City of Monroe Street Standards
 - b. Street Naming and Addressing Policy
 - c. *Streets Excluded* – the Monroe Planning Commission may deny the creation of any private street if in the Commission's judgement the private street would negatively affect traffic circulation on public streets or impair access to property either on-site or off-site to the planned unit development, impair access to or from public facilities including schools, parks and libraries, or delay the response time of emergency vehicles.
 - d. *Private Street Lot* – Private streets and alleys must be constructed within a separate lot owned by the homeowners or property owners association. This lot must conform to the City's standards for public streets and alley rights-of-way. An easement covering the street lot shall be granted to the City providing unrestricted use of the property for utilities and the maintenance of same. This right shall extend to all utility providers operating within the City. The easement shall also provide the City with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement. The easement shall permit the City to remove any vehicle or obstacle within the street lot that impairs emergency access.
 - e. *Construction and Maintenance Cost* – The City shall not pay for any portion of the cost of constructing or maintaining a private street.
 - f. *Plans and Improvements* – Developments proposed with private streets must submit to the City the same plans and engineering information required to construct public streets and utilities. Requirements pertaining to inspection and approval of improvements prior to the final plat approval shall apply. The City may periodically inspect private streets and require repairs necessary to insure emergency access. All private traffic regulatory signs shall conform to the Manual of Uniform Traffic Control Devices.
- 5) Any gate installation must conform to the following provisions;
 - a. No gate shall be allowed on a public street. If a planned unit development is converted to a gated community, the dedicated rights-of-way must be revoked prior to the acceptance of a planned unit development.
 - b. All gate installations shall be approved by the Monroe Fire Department and the Traffic Engineering Division prior to installation. The access code must be provided to the Traffic Engineering Division who will provide the code to the Monroe Fire and Police Department and any other services

that require access. The installation must be completed and tested prior to the City's acceptance of the planned unit development.

- c. Emergency access may be provided by siren activation and key pad or another method as approved by the Monroe Fire Department.
 - d. The gate shall be delineated by standard traffic control devices (signs and permit markings) as determined by the Traffic Engineering Division.
 - e. If the gate does not open properly and causes a back-up into the street, the Traffic Engineering Division can *cancel approval* or take whatever other action is necessary to insure proper access from the public roadway.
 - f. Gate designs may incorporate one or two gate sections to meet the required minimum gate width of twenty-four (24') feet. If the entrance will incorporate a median, guard shack, or similar structure that necessitates a divided gate arrangement, the gate widths may be reduced if approved by the Monroe Fire Department, but in no case shall any single gate or street pavement have a clear opening of less than eighteen (18') feet.
 - g. If a gate design incorporates any overhead obstruction, said obstruction must be a minimum of fourteen (14') feet above the finished road surface.
 - h. Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area.
 - i. All components of the gate system must be maintained in an approved operating condition, with all components services and maintained on a regular basis as needed to insure proper gate operation. A proper power supply shall be maintained to all electrical and electronic components at all times.
 - j. Gates must release and open upon electrical power failure or equipment malfunction and remain open until the problem is resolved.
 - k. *Failure to Meet Requirements* – Each security gate regulated under this section will be subject to a performance test on a regular basis as determined by the Monroe Fire Department. Upon failure of a performance test, the security gate system shall be disabled and maintained in the open position until repaired, and shall not be placed back in service until tested and authorized by the Monroe Fire Department.
 - l. *Owners Responsibility* – The person or corporation in control of the property is responsible for, and liable for, any violations of this section. This includes, but is not limited to, the developer, property owner, the Homeowners or Property Owners Association and its officers, if applicable, or others who may own or exercise control over the property.
- 6) *Homeowners or Property Owners Association Required* – Planned Unit Developments developed with private streets and alleys must have a mandatory homeowners or property owners association which includes all property served by the private streets. The association shall own and be responsible for the maintenance of private streets and appurtenances. The association documents must establish a reserve fund for the maintenance of streets and other improvements. The association documents shall be reviewed and approved by the City Attorney to ensure that they conform to this and other applicable City Ordinances. The documents shall be filed of record prior to the approval of the

final plat. Lot deeds must convey membership in the association and provide for the payment of dues and assessments required by the association. The association may not be dissolved without the prior written consent of the City. No portion of the association documents pertaining to the maintenance of the private streets and alleys and assessments therefore may be amended without the written consent of the City.

- 7) *City Utilities* – Water, sewer, drainage facilities, street lights and signs placed on the private street and alley lot shall be installed to city standards and dedicated to the city prior to approval of the final plat. All city regulations relating to infrastructure financing, developer cost participation and capital cost recovery shall apply to developments with private streets with the exception of those applying to street construction.
- 8) *Petition to Convert to Public Streets* - The Homeowners or Property Owners Association documents shall allow the association to request that the City accept private streets and alleys and the associated property as public streets and right-of-way upon written notice to all association members and the favorable vote of 51% of the membership. However, in no event shall the City be obligated to accept said streets and alleys as public. Should the City elect to accept the streets and alleys as public, the City may inspect the private streets and assess the lot owners for the expense of needed repairs concurrent with the City's acceptance of the streets and alleys. The City will be the sole judge of whether repairs are needed. The City may also require, at the association's expense, the removal of guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot. The association documents shall provide for the City's right to such assessment. Those portions of the association documents pertaining to the subject matter contained in this paragraph shall not be amended without the written consent of the City.
- 9) *Hold Harmless*- On the planned unit development final plat shall be language whereby the Homeowners or Property Owners Association, as owner of the private street and appurtenances, agrees to release, indemnify, defend and hold harmless the City, any governmental entity, and public utility for damages to the private street occasioned by the reasonable use of the private street by the City, governmental entity or public utility; for damages and injury (including death) arising out of the Use by the City, governmental entity or public utility of any restricted access gate or entrance; and for damages and injury (including death) arising out of an use of the subdivision by the City, governmental entity or public utility. Further such language shall provide that all lot owners shall release the City, governmental entities and public utilities for such damages and injuries. The indemnification's contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity or public utility, or their representative officers, employees or agents.
- 10) *Sidewalks* – Sidewalks shall be constructed in accordance with City standards for all lots adjoining streets and in other areas where pedestrian walkways are necessary. Sidewalk construction may be delayed until development of the lots.
- 11) *Drainage and Storm Sewers*
 - a. *General Requirements* – All plats shall conform to the City's standards for drainage facilities.
 - b. *Design of Facilities* – Design of storm sewer systems shall be in accordance with the City's standards for such systems. Materials and construction shall conform to the City's standard specifications.

12) Proposed planned unit developments shall have only one entrance into the development.

c) Existing Planned Unit Developments

1) *Existing planned unit developments* may be converted to gated communities if the following requirements are met:

- (a) The planned unit development has only one entrance into the development.
- (b) 75% of the property owners must approve the conversion to a gated community.
- (c) The Home or Property Owners Association will bear the expense of liability, installation and maintenance.
- (d) The gates must also have access for emergency vehicles.
- (e) Any dedicated rights-of-way will need to be revoked before the planned unit development is accepted.

2) PUD application requirements as per Section 37-130(h) will need to be followed to convert an existing Planned Unit Development into a gated community.

AMEND:

**Chapter 32 – Subdivision Regulations
Article III – Administrative Procedures**

ADD:

Section 37-45 Gated Communities

- a) *Purpose* – The purpose of this section is to provide minimum standards for the development and maintenance of gated communities. The City of Monroe recognizes that gated communities may be appropriate in certain locations in certain limited circumstances such as Planned Unit Developments and subdivisions.
- b) *Requirements* – Gated Communities shall meet the following requirements:
 - 1) The general provisions of the Subdivision Regulations and other City Codes as they relate to development, streets, and utilities will apply to all such development. A vehicular turn around shall be provided at entry gates to allow vehicles that have been denied entry the ability to exit without having to backup. All plans concerning gated communities are subject to review and approval by the Monroe Fire Department.
 - 2) The definition of a “subdivision,” “planned unit development,” and “street”, as contained in the Zoning and Subdivision Ordinances, will apply to all subdivisions, planned unit developments or streets, whether public or private. All streets within a gated community shall be private.
 - 3) Plats for the subdivision shall depict all fences, gates, private streets and alleys, and all utilities.
 - 4) Design and Construction Standards – Private streets shall conform to the same standards regulating the design and construction of public streets. These standards shall include, but are not limited to the following:
 - a. City of Monroe Street Standards
 - b. Street Naming and Addressing Policy

- c. *Streets Excluded* – the Monroe Planning Commission may deny the creation of any private street if in the Commission’s judgement the private street would negatively affect traffic circulation on public streets or impair access to property either on-site or off-site to the subdivision, impair access to or from public facilities including schools, parks and libraries, or delay the response time of emergency vehicles.
 - d. *Private Street Lot* – Private streets and alleys must be constructed within a separate lot owned by the homeowners or property owners association. This lot must conform to the City’s standards for public streets and alley rights-of-way. An easement covering the street lot shall be granted to the City providing unrestricted use of the property for utilities and the maintenance of same. This right shall extend to all utility providers operating within the City. The easement shall also provide the City with the right of access for any purpose related to the exercise of a governmental service or function, including but not limited to fire and police protection, inspection and code enforcement. The easement shall permit the City to remove any vehicle or obstacle within the street lot that impairs emergency access.
 - e. *Construction and Maintenance Cost* – The City shall not pay for any portion of the cost of constructing or maintaining a private street.
 - f. *Plans and Improvements* – Developments proposed with private streets must submit to the City the same plans and engineering information required to construct public streets and utilities. Requirements pertaining to inspection and approval of improvements prior to the final plat approval shall apply. The City may periodically inspect private streets and require repairs necessary to insure emergency access. All private traffic regulatory signs shall conform to the Manual of Uniform Traffic Control Devices.
- 5) Any gate installation must conform to the following provisions;
- a. No gate shall be allowed on a public street. If a subdivision is converted to a gated community, the dedicated rights-of-way must be revoked prior to the final plat approval of the subdivision.
 - b. All gate installations shall be approved by the Fire Department and the Traffic Engineering Division prior to installation. The access code must be provided to the Traffic Engineering Division who will provide the code to the Fire and Police Department and any other services that require access. The installation must be completed and tested prior to the City’s approval of the subdivision plat.
 - c. Emergency access may be provided by siren activation and key pad or another method as approved by the Fire Marshall.
 - d. The gate shall be delineated by standard traffic control devices (signs and permit markings) as determined by the Traffic Engineering Division.
 - e. If the gate does not open properly and causes a back-up into the street, the Traffic Engineering Division can *cancel approval* or take whatever other action is necessary to insure proper access from the public roadway.
 - f. Gate designs may incorporate one or two gate sections to meet the required minimum gate width of twenty-four (24’) feet. If the entrance will incorporate a median, guard shack, or similar structure that necessitates a divided gate arrangement, the gate widths may be reduced if approved by the Fire Marshal, but in no case shall any single gate or street pavement have a clear opening of less than eighteen (18’) feet.

- g. If a gate design incorporates any overhead obstruction, said obstruction must be a minimum of fourteen (14') feet above the finished road surface.
 - h. Approach and departure areas on both sides of a gated entrance must provide adequate setbacks and proper alignment to allow free and unimpeded passage of emergency vehicles through the entrance area.
 - i. All components of the gate system must be maintained in an approved operating condition, with all components services and maintained on a regular basis as needed to insure proper gate operation. A proper power supply shall be maintained to all electrical and electronic components at all times.
 - j. Gates must release and open upon electrical power failure or equipment malfunction and remain open until the problem is resolved.
 - k. *Failure to Meet Requirements* – Each security gate regulated under this section will be subject to a performance test on a regular basis as determined by the Fire Marshal. Upon failure of a performance test, the security gate system shall be disabled and maintained in the open position until repaired, and shall not be placed back in service until tested and authorized by the Fire Marshal.
 - l. *Owners Responsibility* – The person or corporation in control of the property is responsible for, and liable for, any violations of this section. This includes, but is not limited to, the developer, property owner, the Homeowners or Property Owners Association and its officers, if applicable, or others who may own or exercise control over the property.
- 6) *Homeowners or Property Owners Association Required* – Subdivisions developed with private streets and alleys must have a mandatory homeowners or property owners association which includes all property served by the private streets. The association shall own and be responsible for the maintenance of private streets and appurtenances. The association documents must establish a reserve fund for the maintenance of streets and other improvements. The association documents shall be reviewed and approved by the City Attorney to ensure that they conform to this and other applicable City Ordinances. The documents shall be filed of record prior to the approval of the final plat. Lot deeds must convey membership in the association and provide for the payment of dues and assessments required by the association. The association may not be dissolved without the prior written consent of the City. No portion of the association documents pertaining to the maintenance of the private streets and alleys and assessments therefore may be amended without the written consent of the City.
- 7) *City Utilities* – Water, sewer, drainage facilities, street lights and signs placed on the private street and alley lot shall be installed to city standards and dedicated to the city prior to approval of the final plat. All city regulations relating to infrastructure financing, developer cost participation and capital cost recovery shall apply to developments with private streets with the exception of those applying to street construction.
- 8) *Petition to Convert to Public Streets* - The Homeowners or Property Owners Association documents shall allow the association to request that the City accept private streets and alleys and the associated property as public streets and right-of-way upon written notice to all association members and the favorable vote of 51% of the membership. However, in no event shall the City be obligated to accept said streets and alleys as public. Should the City elect to accept the streets and alleys as public, the City may inspect the private streets and assess the lot owners for the expense of needed repairs concurrent with the City's acceptance of

the streets and alleys. The City will be the sole judge of whether repairs are needed. The City may also require, at the association's expense, the removal of guard houses, access control devices, landscaping or other aesthetic amenities located within the street lot. The association documents shall provide for the City's right to such assessment. Those portions of the association documents pertaining to the subject matter contained in this paragraph shall not be amended without the written consent of the City.

9) *Hold Harmless*- On the subdivision final plat shall be language whereby the Homeowners or Property Owners Association, as owner of the private street and appurtenances, agrees to release, indemnify, defend and hold harmless the City, any governmental entity, and public utility for damages to the private street occasioned by the reasonable use of the private street by the City, governmental entity or public utility; for damages and injury (including death) arising out of the Use by the City, governmental entity or public utility of any restricted access gate or entrance; and for damages and injury (including death) arising out of an use of the subdivision by the City, governmental entity or public utility. Further such language shall provide that all lot owners shall release the City, governmental entities and public utilities for such damages and injuries. The indemnification's contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity or public utility, or their representative officers, employees or agents.

10) *Sidewalks* – Sidewalks shall be constructed in accordance with City standards for all lots adjoining streets and in other areas where pedestrian walkways are necessary. Sidewalk construction may be delayed until development of the lots.

11) *Drainage and Storm Sewers*

- a. *General Requirements* – All plats shall conform to the City's standards for drainage facilities.
- b. *Design of Facilities* – Design of storm sewer systems shall be in accordance with the City's standards for such systems. Materials and construction shall conform to the City's standard specifications.

c) Existing Subdivisions

- a. *Existing subdivisions* may be converted to gated communities if the following requirements are met:
 - i. The subdivision has only one entrance.
 - ii. 75% of the property owners must approve the conversion to a gated community. The Home or Property Owners Association will bear the expense of liability, installation, and maintenance. The gates must have access for all emergency vehicles.
 - iii. Any dedicated rights-of-way will need to be revoked before the subdivision is finally approved.
- b. Subdivision application requirements as per Section 32-35 Preliminary Plat Application and Section 32-37 Final Plat Application will need to be followed to convert an existing subdivision into a gated community.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 22nd of December 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

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 Chapter 37, Zoning, of the Code of the City of Monroe, 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 III, Use Districts, Section 37-37, Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses; and

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:

“Light Manufacturing” as a minor Conditional Use in the 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	
CRAFT BREWERY				C		
DAY SHELTER/ FACILITY (HOMELESS)			C	C	C	
DWELLING MULTI-FAMILY		P		P		
DWELLING OWNER/PROPRIETOR		P		P		
DWELLING, SINGLE-FAMILY DETACHED	P					
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/COMMUNITY HOME, SMALL	P					SECTION 37.92.1
GROUP/COMMUNITY HOME, LARGE	Cm	P				SECTION 37.92.1

Y HOME, LARGE						37.92.1
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/REPAIR SERVICES		P	P	P	P	
MANUFACTURED HOUSING SALES LOT					P	
MANUFACTURING, LIGHT				Cm		
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; (Blank) = Not Permitted

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	
SHIELTER			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	
TAXIDERMÝ		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; (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	
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 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; (Blank) = Not Permitted

AND ADD

TABLE 3.5: INDUSTRIAL DISTRICTS PERMITTED AND CONDITIONAL USES			
USES	DISTRICTS		USE STANDARDS
	I-1	I-2	
ADULT USES	P	P	SECTION 37.92.A
AIRPORT	P	P	
ANIMAL SHELTER	P	P	
ARTS STUDIO	P	P	

AUTOMOBILE/VEHICLE DEALERSHIP	P	P	
AUTOMOBILE RENTAL	P	P	
AUTOMOTIVE REPAIR, MINOR	P	P	
AUTOMOTIVE REPAIR, MAJOR	P	P	
BAR	Cm		
CAR WASH	P	P	
CARGO TERMINAL	P	P	
CATERER	P	P	
CONTRACTOR STORAGE YARD	P	P	
CORRECTIONAL FACILITY		C	
CRAFT BREWERY DWELLING, OWNER/PROPRIETOR	Cm		
EMERGENCY SERVICES	P	P	
GOVERNMENT FACILITY	P	P	
HAZARDOUS WASTE DISPOSAL FACILITY		C	
HAZARDOUS WASTE INCINERATOR		C	
HAZARDOUS WASTE PROCESSING FACILITY		C	
HAZARDOUS WASTE STORAGE		C	
HAZARDOUS WASTE TREATMENT		C	
HEAVY SALES, RENTAL AND STORAGE	P	P	
JUNKYARD		C	
KENNEL	P	Cm	
LABORATORY	P	P	
MAINTENANCE/REPAIR SERVICES	P	P	
MANUFACTURING, HEAVY		P	
MANUFACTURING, LIGHT	P	P	
MICROBREWERY	P	P	
MINI-WAREHOUSE	P	P	
OFFICE	P	P	
OFF-PREMISE ADVERTISING SIGN	Cm	Cm	

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

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 22nd day of December, 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 _____,

2016.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO VIKRAM VISAY, LLC ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT IN SQUARE 28, LAYTON'S 2ND ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE, DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 14, 2012, AND FURTHER WITH RESPECT THERETO

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

LOT IN SQUARE 28, LAYTON'S ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE, DISTRICT 3, MONROE, LA, R#49963

was adjudicated to the City of Monroe, Louisiana for non-payment of 1991 Ad Valorem Taxes by Adjudication Deed dated and filed July 14, 1992 in Conveyance Book 1563 at page 34 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 1991 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against John Jalovec, and

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

WHEREAS, VIRKAM VISAY, LLC wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. VIRKAM VISAY, LLC has paid Six Thousand Seven Hundred Seventy-Seven and 32/100 (\$6,777.32) which includes One Thousand Seven Hundred Forty-Seven and 04/100 (\$1,747.04) in City taxes, Four Thousand Five Hundred Twenty-Three and 78/100 (\$4,523.78) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact John Jalovec with no response; the City of Monroe desires to sell to VIRKAM VISAY, LLC, the property described as follows:

LOT IN SQUARE 28, LAYTON'S ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE, DISTRICT 3, MONROE, LA, R#49963

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

ORDINANCE INTRODUCED on the ____ day of December, 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 _____, 2016.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO VIKRAM VISAY, LLC ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT IN SQUARE 28, LAYTON'S 2ND ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE, DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 14, 2012, AND FURTHER WITH RESPECT THERETO

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

LOT IN SQUARE 28, LAYTON'S ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE., DISTRICT 3, MONROE, LA, R#49963

was adjudicated to the City of Monroe, Louisiana for non-payment of 1991 Ad Valorem Taxes by Adjudication Deed dated and filed July 14, 1992 in Conveyance Book 1563 at page 34 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 1991 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against John Jalovec, and

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

WHEREAS, VIRKAM VISAY, LLC wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. VIRKAM VISAY, LLC has paid Six Thousand Seven Hundred Seventy-Seven and 32/100 (\$6,777.32) which includes One Thousand Seven Hundred Forty-Seven and 04/100 (\$1,747.04) in City taxes, Four Thousand Five Hundred Twenty-Three and 78/100 (\$4,523.78) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact John Jalovec with no response; the City of Monroe desires to sell to VIRKAM VISAY, LLC, the property described as follows:

LOT IN SQUARE 28, LAYTON'S ADDITION, OUACHITA PARISH, 211 TEXAS AVENUE., DISTRICT 3, MONROE, LA, R#49963

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

ORDINANCE INTRODUCED on the ____ day of December, 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 _____, 2016.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO