

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – JANUARY 26, 2021, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM.

II: INVOCATION & PLEDGE OF ALLEGIANCE – MRS. EZERNACK.

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Marshall
5. Mrs. Dawson
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF \_\_\_\_\_ 2021:  
(Public Comment) (no minutes to approve at this time.)

V: PRESENTATION:  
NONE.

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:  
Public Comment:  
NONE.

VII: ACCEPTANCE OR REJECTION OF BIDS:  
(Public Comment)  
None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:  
1. Council:  
Public Comment:  
None.

2. Department of Administration:

Public Comment:

- (a) Adopt a Resolution authorizing the City of Monroe to enter into an agreement with Enterprise Fleet Management, Inc. and further providing with respect thereto.
- (b) Adopt a Resolution requesting to reject all bids received on December 17, 2020 for the Temperature Scanner Kiosk and repackage and quote using the City of Monroe Purchasing Policy, further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

- (a) Consider request from Tejani & Dahal Investments, LLC for a Major Conditional Use Permit that authorizes the use of the location (2300 Forsythe Avenue) to sell alcohol for off-premise consumption for a proposed convenience/liquor store. The Comprehensive Zoning Ordinance allows alcohol sales for off-premise consumption as a Major Conditional Use in the B-2, Neighborhood Business 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.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

- (a) Adopt a Resolution authorizing the City of Monroe to enter into a Cooperative Endeavor Agreement with the North Louisiana Economic Partnership and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

- (a) Adopt a Resolution authorizing the renewal of a Service Agreement with Electric Motor Repair for the Public Works Department for jobs in the amount of \$4,999.99 or less on an as needed basis and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:  
Public Comment:  
None.

9. Fire Department:  
Public Comment:  
None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. One (1) to the Water Distribution System Improvements Contract, between the City of Monroe and Jabar Corporation, for various changes to the work with no net change in cost and an increase in the contract time of 54 days and further providing with respect thereto.

(b) Adopt a Resolution authorizing Stacey Rowell, Director of Administration, to execute an Railroad Engineering Agreement with Kansas City Southern Railway Company to provide necessary railroad engineering and/or design services for the Kansas Lane-Garrett Road Connector I-20 Improvements State Project No. H.007300 Project, and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:  
None.

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance Rescinding Ordinance Number 12,005 and accepting the donation of real property into the City of Monroe from Peters Family Urban Properties, LLC and Osprey Properties, LLC, and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

AGENDA  
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Public Comment:

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Public Comment:

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XII: ADJOURN.

# RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO AN AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. AND FURTHER PROVIDING WITH RESPECT THERETO: \_\_\_\_\_**

**WHEREAS**, the City of Monroe has an aging vehicle fleet and desires to upgrade its existing vehicle fleet, and

**WHEREAS**, the City of Monroe finds it beneficial to obtain fleet management services, and,

**WHEREAS**, Enterprise Fleet Management, Inc. is an industry leader in fleet management services.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Stacey Rowell, Director of Administration is hereby authorized to enter into an agreement with Enterprise Fleet Management, Inc., as is described in the documents attached hereto, and authorized to execute any necessary documents with Enterprise Fleet Management, Inc. related to the fleet management program.

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

**AYES:**

**NAYS:**

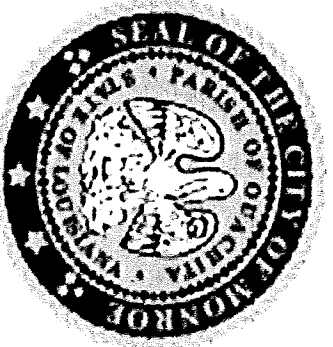
**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of January 2021.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**

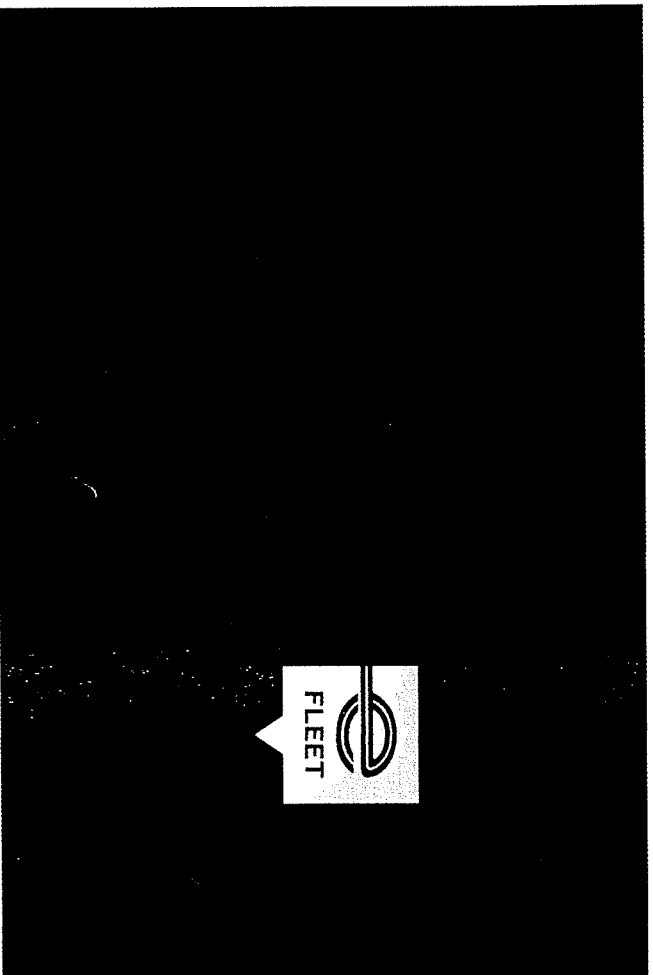
*Prepared For:*



**Mike Duffy**  
FLEET CONSULTANT

**504-779-3253**  
PHONE

**Mike.M.Duffy@efleets.com**  
EMAIL





# FLEET SYNOPSIS | THE CITY OF MONROE

## THE SITUATION

### Current fleet age is negatively impacting the overall budget and fleet operations

- 62% of the light duty fleet is currently 8 years or older, or over 100,000 miles.
- 10 years is the current average age of the fleet
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## THE OBJECTIVES

### Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a savings of over \$1,346,430 in 8 years

- Shorten the current vehicle life cycle from 13 years to 4 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$95,000 in capital from the salvage of 52 vehicles in the first year
- Significantly reduce Maintenance in the first year by replacing the biggest cost offenders
- Reduce the overall fuel spend through more fuel efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

### Increase employee safety with newer vehicles

- Currently:
  - 59 vehicles predate Anti-Lock Brake standardization (2007)
  - 123 vehicles predate Electronic Stability Control standardization (2012)
    - ESC is the most significant safety invention since the seatbelt

## THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the city will reduce their fuel costs, and also reduce maintenance cost in the first year on fleet vehicles. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 113% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, the City of Monroe will be able replace 52 of its oldest vehicles within a year, turning 25% of their vehicles into newer, safer, more efficient models.

# FLEET PLANNING ANALYSIS | THE CITY OF MONROE

## City of Monroe - Fleet Profile

Vehicle Type	# of Type	Average Age (Years)	Average Annual Mileage	Fleet Replacement Schedule					Under-Utilized
				2021	2022	2023	2024		
Full-Size Sedan	6	9.9	7,200	2	0	4	0	0	0
MiniVan-Passenger	4	9.9	10,700	0	1	0	1	0	0
Full-Size Van-Passenger	1	13.0	7,200	0	0	0	0	0	0
1/2 Ton Van Cargo	2	28.7	2,900	2	0	0	0	0	0
3/4 Ton Van Cargo	1	15.0	6,500	1	0	0	0	0	0
Mid Size SUV 4x2	10	9.7	8,700	2	1	5	2	0	0
Full Size SUV 4x2	42	7.9	8,000	1	13	7	21	0	0
Compact Pickup Reg 4x2	8	16.9	6,300	6	2	0	0	0	0
1/2 Ton Pickup Reg 4x2	18	8.6	7,000	3	3	11	6	0	0
1/2 Ton Pickup Ext 4x2	28	10.3	9,100	7	11	10	4	0	0
1/2 Ton Pickup Quad 4x2	15	11.9	8,100	3	7	3	1	0	0
1/2 Ton Pickup Quad 4x4	6	3.3	5,500	0	0	1	5	0	0
3/4 Ton Pickup Reg 4x2	23	16.1	7,400	16	2	2	3	0	0
3/4 Ton Pickup Ext 4x2	6	9.8	9,200	1	1	4	0	0	0
3/4 Ton Pickup Quad 4x4	4	8.9	7,500	1	1	0	2	0	0
1 Ton Pickup Quad 4x2	8	11.5	10,200	0	0	2	0	0	0
1 Ton Pickup Quad 4x4	3	11.6	10,400	1	1	1	0	0	0
1 Ton Cab Chassis	4	15.8	9,000	3	0	0	0	0	0
1 1/2 Ton Cab Chassis	10	8.8	7,300	4	4	4	1	2	0
Med Duty Cab Chassis	2	4.3	2,800	0	0	0	2	0	0
<b>Totals/Averages</b>	<b>201</b>	<b>10.6</b>	<b>7,900</b>	<b>52</b>	<b>49</b>	<b>50</b>	<b>50</b>	<b>0</b>	<b>0</b>

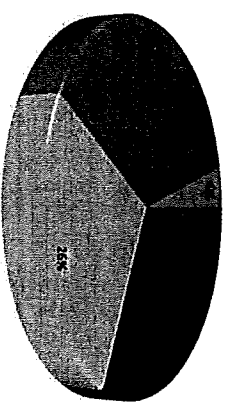
Fleet Profile

Fleet Replacement Schedule

Replacement Criteria

- \* Fiscal Year 2021 - Oldest 50 units
- \* Fiscal Year 2022 - 2nd Oldest 50 units
- \* Fiscal Year 2023 -3rd Oldest units
- \* Fiscal Year 2024 = Remaining Vehicles
- \* Underutilized = Annual Mileage less than 3,500

### Vehicle Types



■ SUV ■ MINITRUCK SUV ■ TRUCK ■ VAN

## City of Monroe - Fleet Planning Analysis

Current Fleet	201	Fleet Growth	0.00%	Proposed Fleet	201
Current Cycle	13.40	Annual Miles	7,900	Proposed Cycle	4.00
Current Maint.	\$96.22	Current MPG	11	Proposed Maint.	\$36.36
Maint. Cents Per Mile	\$0.15			Price/Gallon	\$2.00

Fiscal Year	Fleet Mix				Fleet Costs				Annual			
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash
<b>Average</b>	<b>201</b>	<b>15.0</b>	<b>201</b>	<b>0</b>	<b>521,820</b>	<b>0</b>	<b>-30,000</b>		<b>232,083</b>	<b>288,709</b>	<b>1,012,612</b>	<b>0</b>
'21	201	52	149	52	0	0	-95,742		194,732	265,368	734,765	277,846
'22	201	49	100	101	0	0	-187,168		159,536	243,374	949,205	63,407
'23	201	50	50	151	0	0	1,096,562		123,623	220,931	946,028	66,584
'24	201	50	0	201	0	0	1,359,692	-699,300	87,709	198,488	228,887	783,725
'25	201	52	0	201	0	0	1,359,692	0	87,709	198,488	970,308	42,303
'26	201	49	0	201	0	0	1,359,692	-675,580	87,709	198,488	1,002,360	10,252
'27	201	50	0	201	0	0	1,359,692	-643,529	87,709	198,488	994,722	17,889
'28	201	50	0	201	0	0	1,359,692	-651,166	87,709	198,488	928,187	84,424
<b>8 Year Savings</b>											<b>\$1,346,430</b>	



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FLEET MANAGEMENT

# CASE STUDY | CITY OF FREDERICKSBURG

CASE STUDY | CITY OF FREDERICKSBURG, TX



## City lowers fleet maintenance costs by \$127K with Fleet Program.

### BACKGROUND

Location: Fredericksburg, TX  
Industry: Government  
Total Vehicles: 75 vehicles

### THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles easier, from purchasing to maintenance and driver/fueling options.

### THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age of their fleet by 80%, helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's fleet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

**"We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance."**

-Bret Fowler, Program Manager

Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

### THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

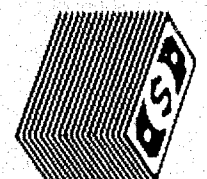
To learn more, visit [efleets.com](http://efleets.com) or call 877-23-FLEET.

ENTERPRISE FLEET MANAGEMENT IS AN EQUAL OPPORTUNITY EMPLOYER. © 2017 ENTERPRISE FLEET MANAGEMENT, INC.



### Key Results

MAINTENANCE  
LOWERED BY  
**83%**



**SAVED  
\$62,052  
OVER THE LAST 2  
REPLACEMENT YEARS**

**5 YEAR  
REPLACEMENT PLAN**



FLEET MANAGEMENT

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## Enterprise helps Caddo Parish replace mandated vehicles while staying under budget.

### BACKGROUND

Location: Shreveport, LA  
Industry: Government/School Board  
Total vehicles: 60 vehicles

### THE PROBLEM

Education systems and school boards are always tasked with optimizing school programs under a strict budget. In 2014, The Caddo Parish was faced with the difficult task of purchasing necessary school vehicles, without allocated funds. The school needed multiple vehicles, but could only afford to purchase one vehicle.

### THE SOLUTION

After a competitive RFP process, Caddo Parish realized that it could partner with Enterprise Fleet Management and utilize Enterprise's financing options to lease five vehicles for the price of purchasing one. Soon after partnering with Enterprise, the state mandated that all driver education vehicles had to be under ten years old. Caddo Parish was grateful for the existing relationship with Enterprise, because it was able to update all 12 of its aging vehicles without an issue.

**"I can always depend on Enterprise to help strategize our fleet needs and offer options to provide safe, reliable vehicles for our employees and students."**

*- Lisa Lloyd, CPMO, Director of Purchasing*

### THE RESULTS

In less than three years, Caddo Parish has been able to update 35 of its school vehicles to newer, safer models. Caddo Parish has even reduced fuel expenses due to a more fuel efficient fleet. The School Board values its partnership with Enterprise Fleet Management and continues to depend on the partnership for its expanding fleet needs.

**To learn more, visit [efmets.com](http://efmets.com) or call 877-23-FLEET.**

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### Key Results

**REPLACED  
4.5%  
OF THE FLEET  
WITH NEWER,  
SAFER VEHICLES**



**REDUCED  
FUEL & MAINTENANCE COSTS**



**STAYED  
UNDER  
BUDGET**



# PROGRAM RESOURCES | THE CITY OF MONROE

## SAFETY

- 62% of all vehicles are older than 8 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

## ACCOUNT MANAGEMENT

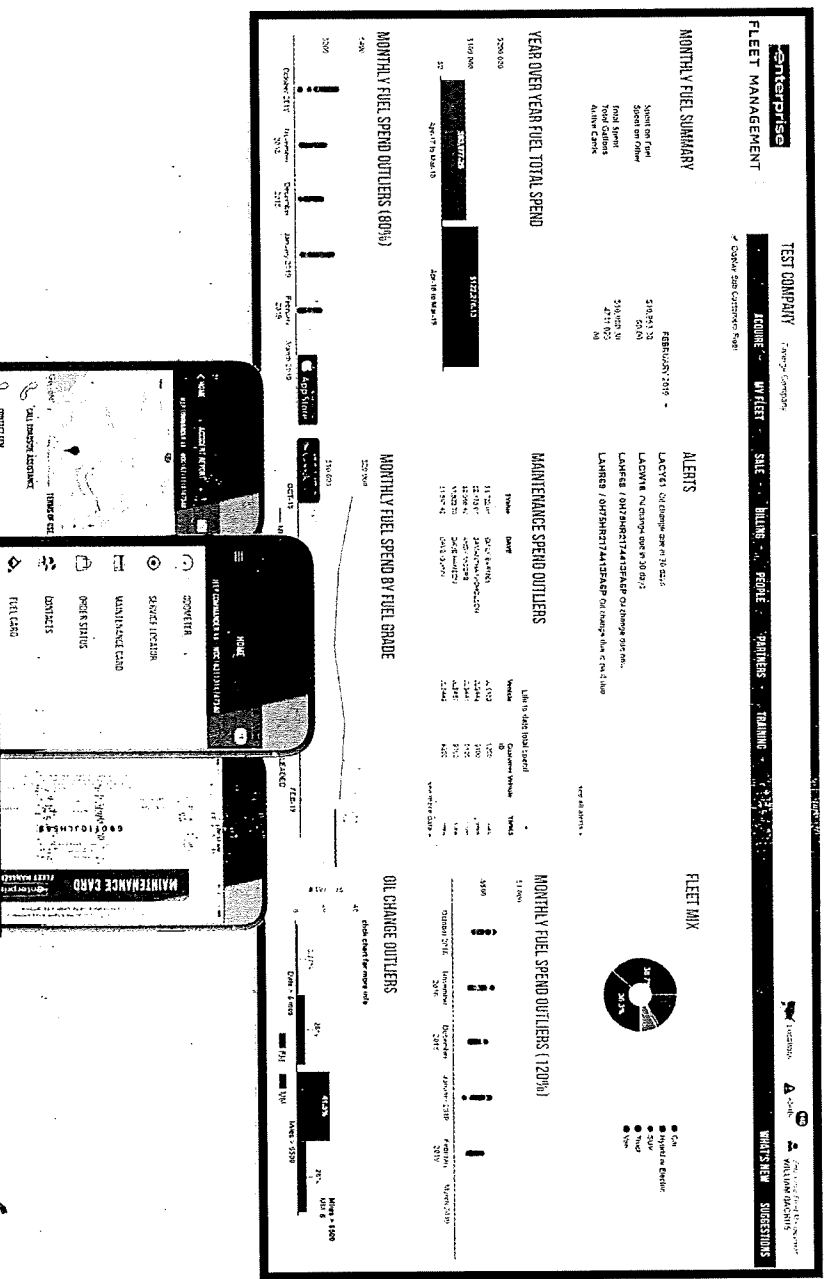
The City of Monroe will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- Consolidated Invoices - Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization - Review the life-to-date maintenance per vehicle
- Recall Information - See which units have open recalls
- License & Registration - See which plate renewals are being processed by Enterprise and view status
- Alerts - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



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## FLEET MANAGEMENT

# REFERENCES | CITY OF MONROE

## CURRENT PARTNERS

- City of Ruston
- City of Minden
- City of Opelousas
- City of Morgan City
- City of Eunice
- City of New Roads
- City of Thibodaux
- City of Gretna
- City of Baker
- City of Walker
- City of Zachary
- City of Thibodaux
- Desoto Parish Police Jury
- Union Parish Sheriff
- Vernon Parish Sheriff
- Bienville Parish Sheriff
- Tensas Parish Sheriff
- Richland Parish Sheriff
- Catahoula Parish Sheriff
- East Carroll Parish Sheriff
- Lincoln Parish Sheriff
- Lafayette Parish Sheriff Office
- St. Martin Parish
- Vermillion Parish Police Jury
- Caddo Parish School Board
- Livingston Parish School Board
- Lafourche Parish School Board
- Tangipahoa Parish School Board
- Ascension Parish School Board
- St. Mary Parish
- 50+ Government Entities in Louisiana
- 900+ Government Entities across the United States



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FLEET MANAGEMENT

Vehicle #	VIN	Vehicle Type	Year	Make	Model
34034	3GCEC14X56G249179	1/2 Ton Pickup Reg 4x2	2006	Chevrolet	Silverado 1500
10030	1FTRR10U51TA53665	Compact Pickup Reg 4x2	2001	Ford	Ranger
25100	1FDNF20556ED67284	3/4 Ton Pickup Reg 4x2	2006	Ford	F-250
30012	1FMZU62E52UA35874	Mid Size SUV 4x2	2002	Ford	Explorer
25310	1FTDF1725VND22446	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series
3066	2CNLD13F076028800	Compact SUV 4x2	2007	Chevrolet	Equinox
10025	1FDNF20556ED35174	3/4 Ton Pickup Reg 4x2	2006	Ford	F-250
17034	1FTRF12W87NA59386	1/2 Ton Pickup Reg 4x2	2007	Ford	F-150
30004	1FTYR10U01TA87514	Compact Pickup Reg 4x2	2001	Ford	Ranger
37083	1D7HA18NX8167712	1/2 Ton Pickup Quad 4x2	2008	Dodge	Ram 1500
2732	1GBRP32R3X3304504	1/2 Ton Van Cargo	1999	Chevy Cargo Vans	Express Cargo Van
34032	2FMZL51686BA57330	Minivan-Passenger	2006	Ford	Freestar
10022	1FTRX12W76NB26880	1/2 Ton Pickup Quad 4x2	2006	Ford	F-150
19019	1GNEG25K5L7147604	1/2 Ton Van Cargo	1990	Ford Cargo Vans	Econoline
38003	1FTYR10U77PA10057	Compact Pickup Reg 4x2	2007	Ford	Ranger
16018	1FTSX21567EA80296	3/4 Ton Pickup Ext 4x4	2007	Ford	F-250
20027	1FTRF17W82NB10046	3/4 Ton Pickup Reg 4x2	2002	Ford	F-150
10023	1FTRX12W96NB26881	1/2 Ton Pickup Quad 4x2	2006	Ford	F-150
10020	1FTNF20L44EC64969	3/4 Ton Pickup Reg 4x2	2004	Ford	F-250
37082	1D7HA18P971629337	1/2 Ton Pickup Quad 4x2	2007	Dodge	Ram 1500
8206	1GCHC23U62F201597	3/4 Ton Pickup Reg 4x2	2002	Chevrolet	Silverado 2500 HD
8204	1GCHC23U52F217306	3/4 Ton Pickup Reg 4x2	2002	Chevrolet	Silverado 2500 HD
15011	2FTRX17W94CA72381	1/2 Ton Pickup Ext 4x2	2004	Ford	F-150 Heritage
10031	1FTRX12WX7FA61471	1/2 Ton Pickup Quad 4x2	2007	Ford	F-150
2356	2G1WSS51X69403879	Full-Size Sedan	2006	Chevrolet	Impala
3080	1FTVF12575NBA43198	1/2 Ton Pickup Reg 4x2	2005	Ford	F-150
20025	2FMZAS2266BA32924	Minivan-Passenger	2006	Ford	Freestar
37054	1FMNU40F62EB99630	Full Size SUV 4x2	2002	Ford	Excursion
34033	1D7HA18N16I200545	1/2 Ton Pickup Quad 4x2	2006	Dodge	Ram 1500
16046	1D8HD38P97F553930	Full Size SUV 4x2	2007	Dodge	Durango
37075	3D7KS28A27G798380	3/4 Ton Pickup Quad 4x4	2007	Dodge	Ram 2500
16014	2FTRX17W224CA06304	1/2 Ton Pickup Ext 4x2	2004	Ford	F-150 Heritage
22012	1FTYR10U31TA53664	Compact Pickup Reg 4x2	2001	Ford	Ranger
37077	1FTVWW31P16EA91832	1 Ton Pickup Quad 4x4	2006	Ford	F-350
3060	1FTYR10U96PA34214	Compact Pickup Reg 4x2	2006	Ford	Ranger
25004	1FTDF1725VKD59157	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series
14054	1FTRX12W17FA61469	1/2 Ton Pickup Quad 4x2	2007	Ford	F-150
8203	1GCHC23U02F201871	3/4 Ton Pickup Reg 4x2	2002	Chevrolet	Silverado 2500 HD
25002	1FTDF1723VKD59156	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series Standard
2749	2G1WTS58K479177261	Full-Size Sedan	2007	Chevrolet	Impala
6097	1FTRX12W78FB53462	1/2 Ton Pickup Ext 4x2	2008	Ford	F-150
37107	1FTRX07W43KB95817	1/2 Ton Pickup Ext 4x2	2003	Ford	F-150
20024	1FTRX17W4YNB19526	3/4 Ton Pickup Reg 4x2	2000	Ford	F-150
14049	1FDNF20596ED35177	3/4 Ton Pickup Reg 4x2	2006	Ford	F-250
25314	1FTDF1721VKD59155	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series
14055	1FTRX12W87FA61470	1/2 Ton Pickup Quad 4x2	2007	Ford	F-150
12017	1FTDF172YVND30543	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series
14050	1FDNF20556ED35175	3/4 Ton Pickup Reg 4x2	2006	Ford	F-250
3046	1FTYR10U91TA53667	Compact Pickup Reg 4x2	2001	Ford	Ranger
25003	1FTDF172YVKD59154	3/4 Ton Pickup Reg 4x2	1997	Ford Trucks	F-150 Series
15021	1FTNE24WX6DA49483	3/4 Ton Van Cargo	2006	Ford	F-250



## FLEET MANAGEMENT

### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FMI Trust, a Delaware statutory trust ("Lessor"), and the Lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subcontractor, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence nor any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. **USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. **COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. **LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. **REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. **MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. **RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### 11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment. Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. **INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. **INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. **DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor or all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. **ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability however and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Date Signed: \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of January, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the \_\_\_\_ day of January, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Monroe ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(c) of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith based on third party sources such as Black Book or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith based on third party sources such as Black Book or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term.

Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence.

The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 14 of the Master Equity Lease Agreement is amended by adding the following paragraph:

**Termination:** Lessee reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement, in addition to any outstanding registration fees, applicable taxes, citations, tolls and tickets incurred by Lessee. Additionally, termination should not affect Lessee's obligation to pay any indemnities under this agreement.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Louisiana (determined without reference to conflict of law principles). The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.



**FLEET MANAGEMENT**

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the \_\_\_\_ day of January, 2021.

\_\_\_\_\_  
City of Monroe (Lessee)

By \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By \_\_\_\_\_

Title: \_\_\_\_\_



## MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and \_\_\_\_\_ (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

8. FEES: EFM will charge the Company for the service under this Agreement \$ 7.50 per month per Card, plus a one time set-up fee of \$ 0.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: _____	EFM: Enterprise Fleet Management, Inc.
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this \_\_\_\_ day of January, 2021 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the \_\_\_\_ day of January, 2021 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Monroe ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 6 of the Maintenance Agreement is amended to read as follows:

The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within thirty (30) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overtime/mileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Louisiana (without reference to conflict of law principles). The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the day and year first above written.

\_\_\_\_\_  
City of Monroe (Lessee)

\_\_\_\_\_  
ENTERPRISE FLEET MANAGEMENT, INC.

By \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed \_\_\_\_\_ (Title) for \_\_\_\_\_ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Bond Rating: \_\_\_\_\_ Rating Agency: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Company Name \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

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

**A RESOLUTION REQUESTING TO REJECT ALL BIDS RECEIVED ON DECEMBER 17, 2020 FOR THE TEMPERATURE SCANNER KIOSK AND REPACKAGE AND QUOTE USING THE CITY OF MONROE PURCHASING POLICY, FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED**, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the Purchasing Division of the Administration Department, is hereby authorized to reject all bids received on December 17, 2020 for the Temperature Scanner Kiosk Bid No. 2021-00000023. All bids are being rejected due to receiving a bid timely that was inadvertently sent to the wrong department. This project will have to be repackaged and quoted using the City of Monroe Purchasing Policy for Materials and Supplies.

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 \_\_\_\_\_, 2021

CHAIRMAN

CITY CLERK



## PLANNING AND URBAN DEVELOPMENT DEPARTMENT

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

Planning and Zoning

Division

### MEMORANDUM

**TO:** Councilman Doug Harvey, Chairman  
**FROM:** Joanne C. Poret, AICP, Planning and Zoning Director  
**DATE:** January 5, 2021  
**RE:** Conditional Use Permit

#### ALCOHOL SALES FOR OFF-PREMISE CONSUMPTION:

##### **2300 Forsythe Avenue**

This major conditional use permit authorizes the use of the location (2300 Forsythe Avenue) to sell alcohol for off-premise consumption. The Comprehensive Zoning Ordinance allows alcohol sales for off-premise consumption as a Major Conditional Use in the B-2, Neighborhood Business 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.

Planning Commission recommends approval with a 5-0-1 vote.

#### **REVIEW CRITERIA:**

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
  - *Commercial Neighborhood: Areas which are predominately commercial that service nearby residential and mixed-use areas.*
- 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 or minor 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 or minor conditional use have been minimized or mitigated.

***Effect of Denial***

The final denial of a major or minor 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).

**PUBLIC HEARING**  
**CITY OF MONROE ZONING COMMISSION**

January 5, 2021

CITY HALL

MONROE, LOUISIANA

**RE: CUP 100-21**

**APPLICANT: Tejani & Dahal Investments, LLC**

**MOTIONED BY: Mr. Charles Scott**

**SECONDED BY: Rev. Tegitra Thomas**

I move that the Monroe Planning Commission advise the City Council that after a Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the above request to allow the use sale of alcohol for off-premise consumption at 2304 Forsythe Avenue.

There was a majority vote of 5-0-1 for approval by the Planning Commission.

**City of Monroe  
Planning Commission**

**CASE NO.:** CUP 100-21  
**NAME OF APPLICANT:** TEJANI & DAHAL INVESTMENTS, LLC  
**SITE ADDRESS:** 2300 FORSYTHE AVENUE  
**COUNCIL DISTRICT:** 2

---

**REQUEST:** This is a major Conditional Use request to be able sell alcohol for off-premise consumption at a proposed convenience store.

**SIZE OF PROPERTY:** .57 acres (more or less)

**PRESENT ZONING:** B-2, Neighborhood Business District

**PRESENT USE:** Vacant land.

**MOST NEARLY BOUNDED BY (STREETS):** North of the Monroe Surgical Hospital; south of and fronting upon Forsythe Avenue; east of Oliver Road; and west of Broadmoor Boulevard.

**SURROUNDING LAND USES:** The surrounding land use consists of commercial in all directions; Monroe Surgical Hospital to the south.

**ADVERSE INFLUENCES:**

**POSITIVE INFLUENCES:** Sales and property taxes.

**COMPREHENSIVE PLAN:** The Future Land Use map shows this area as Commercial Neighborhood. These are areas which are predominately commercial that service nearby residential and mixed-use areas.

**COMMENTS/  
RECOMMENDATIONS:** The applicants are requesting approval to sell alcohol for off-premise consumption at a proposed convenience store. This was the site of the Spirit fueling station. This station was torn down and the land is now vacant. The applicants plan on building a convenience store, without a fueling station. They would like to be able to sell alcohol at the proposed store. There are fueling stations across Forsythe Avenue and diagonally across from this location with convenience stores with alcohol sales. There are no schools are churches within 300' that staff is aware of.

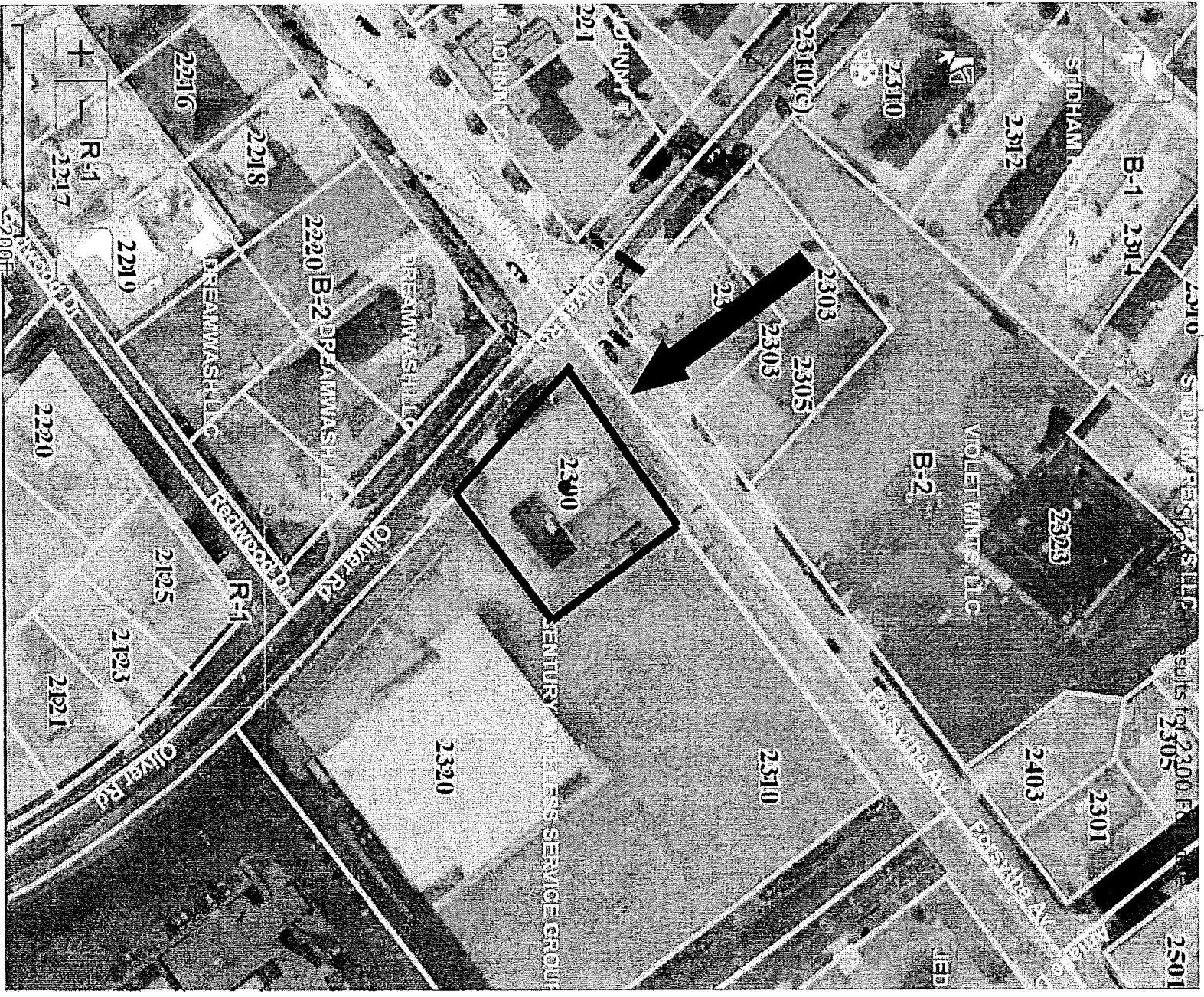
**OPTIONS:**

1. Approve the applicants request to sell alcohol for off-premise consumption at a proposed convenience store as presented.
2. Approve the applicants request to sell alcohol for off-premise consumption at a proposed convenience store with conditions.
- 3 Deny the applicants request to sell alcohol for off-premise consumption at a proposed convenience store as presented.

**The Planning Commission and the City Council shall consider the following criteria in approving or denying a map amendment:**

- (1) The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- (2) The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- (3) The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- (4) The site is appropriate for the development allowed in the proposed district.
- (5) There are substantial reasons why the property cannot be used according to existing zoning.
- (6) Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.
- (7) The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.





3,402,569.363 741,806.327 Feet

**RESOLUTION**

STATE OF LOUISIANA

CITY OF MONROE

NO. \_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NORTH LOUISIANA ECONOMIC PARTNERSHIP AND FURTHER PROVIDING WITH RESPECT THERETO:**

---

**WHEREAS**, pursuant to the terms of the attached Cooperative Endeavor Agreement for the services outlined therein which will benefit the City of Monroe in developing businesses and increasing economic growth and revenue for the City of Monroe and northeast Louisiana.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby authorize Stacey Rowell, Director of Administration, to enter into a cooperative endeavor agreement with North Louisiana Economic Partnership pursuant to the terms and conditions of the proposed cooperative agreement, a copy of which is attached hereto and made a part hereof.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**

STATE OF LOUISIANA  
PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BEFORE US, the undersigned parties, personally came and appeared:

CITY OF MONROE, hereinafter called "City", represented by Stacey Rowell,  
Director of Administration, duly authorized so to act by Resolution No. \_\_\_\_\_,  
adopted by the Monroe City Council on the \_\_\_\_\_ day of \_\_\_\_\_,  
2021,

and

The NORTH LOUISIANA ECONOMIC PARTNERSHIP, hereinafter called  
"NLEP", represented by Interim President Angie White, duly authorized to act by  
Resolution of its Board of Directors, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_,

WHEREAS, the NORTH LOUISIANA ECONOMIC PARTNERSHIP, a corporation authorized by and acting pursuant to the provisions of the statutes of the State of Louisiana governing non-profit organizations, is responsible for fostering the growth of industry and other commercial enterprises in North Louisiana that will contribute to the overall improvement of the economy of the state.

WHEREAS, the CITY OF MONROE has an interest in promoting economic development in the City of Monroe and Northern Louisiana and has determined that a cooperative endeavor with the NORTH LOUISIANA ECONOMIC PARTNERSHIP will benefit the development of business in the whole Northern area of Louisiana which means economic growth and revenue.

The CITY OF MONROE and the NORTH LOUISIANA ECONOMIC PARTNERSHIP do hereby state and declare that in consideration of the potential economic growth and development which will increase revenue and jobs in North Louisiana due to the cooperative collaborations between the participants in the NLEP to wit:

NORTH LOUISIANA ECONOMIC PARTNERSHIP shall:

1. Promote and market all parishes and communities to encourage job creation and capital investment including the City of Monroe.
  - a. Efforts will include both work with existing employers in the region as identified/needed and work with prospective employers considering the region for first time.
  - b. NLEP shall follow its neutral protocols and provide updates on projects considering the City of Monroe, Ouachita Parish or vicinity. In the case of the City of Monroe, the ongoing point of contact will be Mayor Friday Ellis, or his appointed representative.
2. Provide support and advice as needed on prospect situations that the City of Monroe is pursuing with and through the NLEP efforts and/or any developed through the City's own channels and contacts.
3. In cooperation with the City of Monroe and other local partners, including the Monroe Chamber of Commerce, strategic engagement of the local existing employer base to ensure that major employers are having positive experiences in the City and seeking growth opportunities when possible to help create further jobs and investment.

4. Provide regular periodic reporting to City of Monroe on progress of NLEP marketing efforts including regular direct meetings with Mayor Ellis (minimum of 4 times a year), public updates to the City Council (at council meetings if desired) at least twice a year.

5. Provide support and advice on City of Monroe's downtown initiatives through City's staff contact, Mr. DJ Fortenberry.

6. Provide access to research and communications expertise along with business development (prospect) capabilities.

7. Ensure that the Mayor, City Council members and all appropriate professional staff are included in ongoing NLEP communications, activities and events as a benefit of being an investor in the North Louisiana Economic Partnership.

The City of Monroe shall:

1. Contribute the sum of Fifty Thousand and no/100 (\$50,000.00) Dollars for the operations and assessments of NLEP to be disbursed upon request.

This agreement shall not be assigned, sold, mortgaged or otherwise transferred, encumbered or alienated.

THIS COOPERATIVE ENDEAVOR AGREEMENT executed by the CITY OF MONROE on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES:

CITY OF MONROE

BY: \_\_\_\_\_

Stacey Rowell, Director of Administration

THIS COOPERATIVE ENDEAVOR AGREEMENT executed by NORTH LOUISIANA ECONOMIC PARTNERSHIP, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES:

NORTH LOUISIANA ECONOMIC PARTNERSHIP

BY: \_\_\_\_\_

Angie White, Interim President

**RESOLUTION**

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE RENEWAL OF A SERVICE AGREEMENT WITH ELECTRIC MOTOR REPAIR FOR THE PUBLIC WORKS DEPARTMENT FOR JOBS IN THE AMOUNT OF \$4,999.99 OR LESS ON AN AS NEEDED BASIS AND FURTHER PROVIDING WITH RESPECT THERETO:**

**WHEREAS**, last year, the Public Works Department requested bids for electrical work including motor repair, troubleshooting control systems and other electrical equipment work including necessary parts needed for the Water Pollution Control Center, Storm Water Stations/Lift Stations and Sanitary Sewer Station and Water Treatment System motor repairs;

**WHEREAS**, Electric Motor Repair was the lowest bid and has the experience necessary to assist the Public Works Department on an as needed basis and was awarded the contract;

**WHEREAS**, the City desires to exercise its one (1) year option to renew the Service Agreement with Electric Motor Repair to perform electrical work including motor repair, troubleshooting control systems and other electrical equipment including necessary parts needed for the Water Pollution Control Center, Storm Water Stations/Lift Stations and Sanitary Sewer Station and Water Treatment System motor repairs on an as needed basis and when the work is in the amount of \$4,999.99 or less in derogation of the City's Purchasing Policy;

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

**That Stacey Rowell, Director of Administration, is hereby authorized to execute a one year option to renew the attached Service Agreement between the City of Monroe and Electric Motor Repair.**

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**

**SERVICE AGREEMENT  
BETWEEN  
CITY OF MONROE, LA  
AND  
ELECTRIC MOTOR REPAIR**

**THIS CONTRACT, entered into this date by and between the CITY OF MONROE,  
OUACHITA PARISH, LOUISIANA, hereinafter referred to as the "OWNER"**

and

**ELECTRIC MOTOR REPAIR, with principal offices located at 128 N. Violet Street,  
West Monroe, LA 71292, (hereinafter referred to as the "CONTRACTOR").**

WHEREAS, the OWNER has a need for electrical work including motor repair, troubleshooting control systems and other electrical equipment including necessary parts needed for the Water Pollution Control Center, Storm Water Stations/Lift Stations and Sanitary Sewer Station and Water Treatment System motor repairs from time to time; and

WHEREAS, the OWNER desires to enter into a Service Agreement with CONTRACTOR to perform electrical work including motor repair, troubleshooting control systems and other electrical equipment including necessary parts needed for the Water Pollution Control Center, Storm Water Stations/Lift Stations and Sanitary Sewer Station and Water Treatment System motor repairs on an as needed basis and when the work/equipment is in the amount of \$4,999.99 or less and in accordance with the rates outlined below;

WHEREAS, the CONTRACTOR is agreeable to furnishing such electrical or other related services on an "as needed" basis with the understanding that motor repairs shall have a turnaround time of two weeks or less unless there are extenuating circumstances in which case the OWNER must be notified immediately.

NOW, THEREFORE, it is mutually agreed as follows:

**ARTICLE 1  
EMPLOYMENT OF CONTRACTOR**

The OWNER agrees to employ the CONTRACTOR and the CONTRACTOR agrees to perform services as requested by OWNER. All requests shall be in writing.

CONTRACTOR shall only provide services in response to specific requests in writing by OWNER and in accordance with rates established under Article 6.

**ARTICLE 2  
PERIOD OF SERVICE**

This Agreement shall be effective upon execution by the OWNER and the CONTRACTOR, and shall remain in full force and effect for one (1) year after the execution date hereof or by notice to either party in accordance with Article 5 and shall be renewable, upon Council approval, for two additional one (1) year terms at the option of OWNER. Any and all renewals must be approved by the City Council.

**ARTICLE 3  
INSURANCE**

The CONTRACTOR shall procure and maintain insurance, in accordance with the City of Monroe Insurance Requirements for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from and the CITY OF MONROE shall be included on the Certificate of Insurance as "Additional Insured."

**ARTICLE 4  
RATES**

The CONTRACTOR's established rates per hour are as follows:

	REGULAR HOURS	OVERTIME HOURS	HOLIDAY HOURS	CALL OUT	SHOP HOURS
Electrician	\$30.00	\$40.00	\$40.00	\$40.00	\$30.00
Helper	\$25.00	\$30.00	\$30.00	\$30.00	\$25.00
Motor Technician	\$30.00	\$40.00	\$40.00	\$40.00	\$30.00

**ARTICLE 5  
TERMINATION OR SUSPENSION**

The terms of this Agreement shall be binding upon the parties hereto until all payments required to be made to the CONTRACTOR have been made. This Agreement may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties hereto.
- B. By the OWNER as a consequence of the failure of the CONTRACTOR to comply with the terms, progress or quality of work in a satisfactory manner.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in this Agreement.

- D. By satisfactory completion of all services and obligations described herein.
- E. By the OWNER by giving thirty (30) days' notice to the CONTRACTOR in writing and paying fees dues for completed work.

**ARTICLE 6  
COMPENSATION**

OWNER shall compensate the CONTRACTOR for services satisfactorily rendered.

Upon receipt and approval of each invoice the OWNER shall pay the amount shown to be due and payable within thirty (30) days.

**ARTICLE 7  
INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and save harmless the OWNER and its officers and employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs attorney's fees for injury or death to any person, arising out of, or occasioned by, the negligent acts and/or omissions of CONTRACTOR, its employees and sub-contractors, in the execution or performance of this agreement.

This indemnification will survive the completion of all services of Contractor under this agreement or termination of this agreement.

THUS DONE, AGREED, ENTERED INTO AND SIGNED in the presence of witnesses,  
whose names are prescribed opposite each respective signature, on and as of this 16th day of  
January, 2020.

WITNESSES:

Mary Ann Thuermer  
Stephanie P...

BY: CITY OF MONROE

James E. Mayo  
Honorable James E. Mayo, Mayor



THUS DONE, AGREED, ENTERED INTO AND SIGNED in the presence of witnesses,  
whose names are prescribed opposite each respective signature, on and as of this 15 day of  
January, 2020.

WITNESSES:

Rueby n Carter

Keith Barnett

BY ELECTRIC MOTOR REPAIR

James A Dean

(James Dean

Title:

owner

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 AN AUTHORIZED CITY REPRESENTATIVE, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS CONTRACT, BETWEEN THE CITY OF MONROE AND JABAR CORPORATION, FOR VARIOUS CHANGES TO THE WORK WITH NO NET CHANGE IN COST AND AN INCREASE IN THE CONTRACT TIME OF 54 DAYS 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 an authorized City representative, be and is hereby authorized to execute Change Order No. One (1) between the City of Monroe and Jabar Corporation, for various changes to the work with no net change in cost and an increase in the contract time of 54 days.

**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 \_\_\_\_\_, 2021.

CHAIRMAN

CITY CLERK



[www.dennmon.com](http://www.dennmon.com)

TERRY D.  
DENMON, P.E., P.L.S.  
THOMAS M.  
BONNETTE, P.E.  
CHRIS W.  
PATRICK, P.E.  
RANDY A.  
DENMON, P.E., P.L.S.  
ROBERT B.  
HARRELL, P.E.  
CLINTON C.  
PATRICK, P.E.

# DENNMON ENGINEERING

*Engineers and Surveyors*

MONROE • BOSSIER CITY

CORPORATE OFFICES LOCATED ON US 165 NORTH AT VENABLE LANE

P.O. Box 8460 MONROE, LOUISIANA 71211-8460

TELEPHONE: 318-388-1422 FAX: 318-361-5036

EMAIL: [mail@dennmon.com](mailto:mail@dennmon.com) • WEBSITE: [www.dennmon.com](http://www.dennmon.com)

January 20, 2021

Ms. Kim Golden, P.E., City Engineer  
City of Monroe  
802 North 31st Street  
Monroe, LA 71201

RE: City of Monroe  
Water Distribution System Improvements  
DE Project No. 19-10-07

Dear Kim:

Forwarded herewith are five (5) copies of Change Order No. 1 for the above referenced project for your further handling.

Should you have any questions or need any additional information, please contact me at any time.

Sincerely,

DENNMON ENGINEERING

Handwritten signature of Chris W. Patrick in cursive.

CHRIS W. PATRICK, P.E.

CWP/sah

Encls: As Stated

CHANGE ORDER

Order No. 1  
Date: January 5, 2021  
Agreement Date: May 28, 2020

NAME OF PROJECT: Water Distribution System Improvements  
DE Project No. 19-10-07

OWNER: City of Monroe

CONTRACTOR: JABAR Corporation

The following changes are hereby made to the CONTRACT DOCUMENTS:

Extra work items as requested by Owner and adjustment for time due to inclement weather and material deliveries.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE \$552,548.70.

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 552,548.70.

The CONTRACT PRICE due to this CHANGE ORDER will be unchanged by \$ 0.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 552,548.70.

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 54 calendar days.

The date for completion of all work will be February 28, 2021.

APPROVED BY:

RECOMMENDED BY: Chris W. Patrick Date 1/20/2021  
Chris W. Patrick, P.E.  
Denmon Engineering

ORDERED BY:

Stacey Rowell, Director of Administration Date \_\_\_\_\_  
City of Monroe

ACCEPTED BY: John Putnam Date 1/19/2021  
John Putnam, President  
JABAR Corporation

**CITY OF MONROE  
WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

DE PROJECT NO. 19-10-07

ATTACHMENT FOR CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	DECREASE AMOUNT	INCREASE AMOUNT
31.	Decrease Construction Allowance (Original Bid Amount \$25,000.00 less \$20,005.75 will be \$4,994.25)	JOB	L.S.	\$20,005.75	\$20,005.75	
S-001	Remove and Replace two (2) wooden headwalls at driveway	JOB	L.S.	\$3,551.05		\$3,551.05
S-002	Storm drain repairs at 807 McGee	JOB	L.S.	\$9,537.05		\$9,537.05
S-003	Storm drain repairs at 1600 Oaklawn	JOB	L.S.	\$6,917.65		\$6,917.65

TOTAL CHANGE ORDER AMOUNTS

\$20,005.75

\$20,005.75

THIS CHANGE ORDER RESULTS IN NO CHANGE TO THE CONTRACT AMOUNT

\$0.00

**Staci Hudson**

---

**From:** Chris Patrick  
**Sent:** Tuesday, January 19, 2021 8:01 AM  
**To:** Staci Hudson  
**Subject:** Fwd: Change Order for Monroe Water System Improvements - McGee Street

Thanks,

**Chris W. Patrick, P.E.**  
**Dennon Engineering**

Begin forwarded message:

**From:** Steve <steve@jabbarcorp.com>  
**Date:** January 18, 2021 at 9:50:35 AM CST  
**To:** Chris Patrick <chris@dennon.com>  
**Cc:** Arthur Holland <arthur.holland@ci.monroe.la.us>, randy@jabbarcorp.com  
**Subject:** Change Order for Monroe Water System Improvements - McGee Street

Chris,

Please consider the following items for a change order:

1. Time Extension: Forty-Five (45) days.
2. Sidewalk & Driveway repair as paid by current bid items.
3. Remove & Replace two (2) Wooden Headwalls at driveway — \$3,551.05
  - a. Using 3" x 4" Landscape Timbers.
4. Storm Drain Repairs at 807 McGee — \$9,537.05
  - a. Clean out existing ditch to proper grade.
  - b. Furnish and install 20 L.F. of 36" CMPA 14 Ga culvert.
  - c. Provide backfill around culvert.
  - d. Crushed Stone Surfacing on top.
5. Storm Drain Repairs @ 1600 Oaklawn — \$6,917.65
  - a. Clean out ditch to proper grade.

- b. Furnish and install 15 L.F. +/- of 12" HDPE corrugated culvert.
- c. Furnish and install 1 Ea. 12" Tee for Catch Basin.
- d. Seed and Fertilize.

Please call if you have any questions. Thanks.

Steve



Steve E. Moore

Estimator

JABAR Corporation

1925 Hwy 80 E

Calhoun, LA 71225

Office +1-318-396-6160

Cell +1-318-267-1387

Fax +1-318-397-6004

The JABAR family of companies

[www.JABARcorp.com](http://www.JABARcorp.com)

[www.ITSMFG.com](http://www.ITSMFG.com)

[www.SewerSentry.com](http://www.SewerSentry.com)

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 STACEY ROWELL, DIRECTOR OF ADMINISTRATION, TO EXECUTE AN RAILROAD ENGINEERING AGREEMENT WITH KANSAS CITY SOUTHERN RAILWAY COMPANY TO PROVIDE NECESSARY RAILROAD ENGINEERING AND/OR DESIGN SERVICES FOR THE KANSAS LANE-GARRETT ROAD CONNECTOR I-20 IMPROVEMENTS STATE PROJECT NO. H.007300 PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and she is hereby authorized to execute a Railroad Engineering Agreement with Kansas City Southern Railway Company for the Kansas Lane-Garrett Road Connector I-20 Improvements State Project No. H.007300 project.

**BE IT FURTHER RESOLVED** that said Railroad Engineering Agreement 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**



RAILROAD ENGINEERING CONTRACT  
KANSAS LANE-GARRETT ROAD CONNECTOR  
ASSET NUMBER \_\_\_\_\_  
MONROE, LOUISIANA

STATE OF LOUISIANA

PARISH OF OUACHITA

This CONTRACT is made and entered into by and between the CITY OF MONROE ("CITY"), whose address is PO Box 123, Monroe, Louisiana 71201, and The Kansas City Southern Railway Company, (the "RAILROAD"), duly registered to do business in the State of Missouri, whose address for mailing is 427 West 12<sup>th</sup> Street, Kansas City, MO 64105, sometimes both referred to herein as "Parties", effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY has laid out and proposes to construct a section of that certain roadway which has been designated as Kansas Lane-Garret Road Connector, which as proposed, will pass over the track and across the right of way of the RAILROAD at approximate Station 71+25 and approximate Railroad Milepost 68.30 on the RAILROAD's Vicksburg Subdivision, which point is the intersection of the proposed centerline of Kansas Lane-Garrett Road Connector with the centerline of the RAILROAD's track, near Monroe, Louisiana, herein referenced to as "PROJECT"; and,

WHEREAS, the parties hereto deem it necessary for the Railroad to review engineering plans for portion of the PROJECT that affects the Railroad.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements of the parties hereto contained, to be kept and performed by the parties hereto, it is hereby agreed as follows:

A. The CITY has requested that the RAILROAD proceed with certain necessary engineering and/or design services for the PROJECT to facilitate the parties' considerations of the PROJECT and shall be undertaken by the parties hereto upon and in accordance with the following terms, conditions and provisions.

1. The work to be done by the RAILROAD under this Contract shall consist of:
  - i. Review and approval of preliminary and final engineering and design plans, specifications, drawings, contracts and other documents pertaining to the PROJECT,
  - ii. Preparation of cost estimates for the RAILROAD's work in connection with the PROJECT,
  - iii. Review of construction cost estimates, site surveys, assessments, right of way easements and licenses, studies, contracts and related construction documents submitted to the RAILROAD by the CITY for the PROJECT. Engineering Work

may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the PROJECT.

2. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Contract, the RAILROAD signifies only that the plans and the PROJECT proposed to be constructed in accordance with the plans satisfy the RAILROAD's requirements.

3. Nothing contained in this Contract shall be deemed to constitute the RAILROAD's approval of or consent to the construction of the PROJECT, which approval or consent may be withheld for any reason directly or indirectly related to safety of the RAILROAD's operations, property, or facilities. The PROJECT, if constructed, is to be constructed, under a separate Crossing Contract to be executed by the Parties at a future date.

4. The estimated cost of work to be performed by the RAILROAD for engineering services for the account of the CITY is \$25,000.00, as shown on the attached estimate attached hereto as **Exhibit A** and made a part hereof. It is clearly understood by the parties hereto that this is an estimate only; the CITY agrees to pay for all reimbursable charges necessitated by its work in the vicinity of the track and the RAILROAD agrees to furnish the services required. Approval of charges will require supporting documents verifying hours charged from the RAILROAD. The supporting documents must be in the form of approved time sheets or time reports. Documentation for expense charges will include signed copies of the expense accounts showing the days worked, charges for meals, accommodations and miles traveled.

5. For all items of work and expense authorized by this Contract, the RAILROAD shall invoice the CITY in care of:

Stacey Rowell  
City of Monroe  
PO Box 123  
Monroe, LA 71201  
Ph: (318) 329-4925  
stacey.rowell@ci.monroe.la.us

B. It is understood that the PROJECT herein contemplated is to be financed from funds appropriated by the CITY; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work and procedure in general are subject at all times to all laws, rules, regulations, orders and approvals applying to it; and that the CITY shall reimburse the RAILROAD for only such items of work and expense as are properly authorized, and in such amounts and forms as are proper and eligible for payment.

C. This Contract may be revoked by either party upon written notice to the other until such time as the PROJECT is advertised for bids by the CITY.

D. The parties hereto represent each to the other that they have the legal authority to enter into this Contract as evidenced by the appropriate CITY order, corporate resolution and/or power of attorney, as identified below, certified copies of which will be provided upon request.

Witness this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MONROE**

\_\_\_\_\_  
Stacey Rowell  
Director of Administration

Witness this my signature in execution hereof, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

BY: \_\_\_\_\_  
MARK LINDENMEYER, PLS  
Manager Public Projects

DATE: \_\_\_\_\_



**FOSTER, JONES & ASSOCIATES, INC.**  
**ENGINEERING AND CONSTRUCTION MANAGEMENT**

120 Solleftea Drive, Suite C, Madison, Mississippi 39110 • Phone: 601.898.1404 • Fax:601.898.4648

January 8, 2021

Mr. Mark Lindenmeyer  
Kansas City Southern Railway Co.  
427 West 12<sup>th</sup> Street  
Kansas City, Missouri 64105

Transmitted electronically via email to: [MLindenmeyer@KCSouthern.com](mailto:MLindenmeyer@KCSouthern.com)

**Project:** LADOT Kansas Lane-Garrett Road Connector – Monroe, LA  
KCS Vicksburg Subdivision MP VD 68.30  
FJA Project No. 21-003.00

**Re: Proposal for Plan Review Services**

Dear Mr. Lindenmeyer:

Please accept this letter and the enclosed man-hour estimate as our proposal to provide engineering services to the Kansas City Southern Railway Company (KCS) for the above-referenced project. The following summarizes our understanding of the project, the scope of services we propose to provide, and estimated fee associated with those services:

**1. Project Understanding**

The Louisiana Department of Transportation and Development (LADOTD) is proposing to replace an existing at grade crossing with an overpass structure which crosses the KCS Mainline track near MP 68.30 of the Vicksburg Subdivision. LADOTD will submit construction plans to KCS for review as the design phase for this project progresses. KCS desires that Foster, Jones and Associates, Inc. (FJA) review each submittal and provide them with any resulting comments.

**2. Scope of Services - Plan and Submittal Review**

FJA will review and provide resulting comments on all construction plans submitted by LADOTD. Our reviews will be based on the KCS "Guidelines for the Design and Construction of Overpasses and Underpasses" (Guidelines), other applicable standards, and practices generally accepted by KCS. This proposal assumes the following submittals will be made and will be prepared in accordance with these Guidelines.

Mr. Mark Lindenmeyer

Page 2

January 8, 2021

- Preliminary Plans
- Final Plans
- Special Provisions

During the review process, an FJA representative will schedule and attend one onsite design review meeting with LADOTD.

**3. Estimated Fee**

FJA proposes to provide the scope of services listed above on an hourly basis at the contract rates which are in effect at the time the services are provided. Based on the scope of services and assumptions noted above, FJA estimates that our engineering fees for this project will total \$25,000. See attached estimate for a breakdown of the man-hours and expenses we believe will be required to complete this project. Please note this estimate is based on our current (year 2021) contract rates with KCS. Our billing for this project will be made based on the rates in effect at the time services are rendered which may differ from our current rates.

If this proposal is acceptable, please issue FJA a purchase order in the amount of the estimated fee noted above. We will accept receipt of such purchase order as your approval of this proposal and our notice to proceed with the Scope of Services detailed above.

We look forward to working with KCS and LADOTD on this project. Please do not hesitate to contact me if you have any questions regarding this proposal or if you need any additional information.

Sincerely,  
FOSTER, JONES & ASSOCIATES, INC.



Steven Toombs, P.E.

Enclosure

*Foster, Jones, & Associates, Inc.*  
MAN-HOUR ESTIMATE

Client: Kansas City Southern Railway Company  
 Project: LADOTD Kansas Lane-Garrett Road Connector - Monroe, LA  
 KCS Vicksburg Subdivision - MP 68.30  
 FJA Project Number: 21-003.00

Plan Review					
ITEM	DESCRIPTION OF WORK	SR ENGINEER MAN-HOURS	STRUCTURAL ENG MAN-HOURS	GEOTECHNICAL MAN-HOURS	ENGINEER-LEVEL 2 MAN-HOURS
1	Preliminary Plan Review	20	2	2	60
2	Final Plan Review	12	2		40
3	On-site Review Meetings (2 Meetings)				20
4	Prepare / Review CM Agreement	8			8
<b>Totals</b>		<b>40</b>	<b>4</b>	<b>2</b>	<b>128</b>

**LABOR:**

	RATE	MULTIPLIER	MAN-HOURS	AMOUNT
Senior Engineer	\$155.00	1.0	40	\$6,200
Structural Engineer	\$168.00	1.1	4	\$739
Geotechnical Engineer	\$165.00	1.1	2	\$363
Engineer-Level 2	\$134.00	1.0	128	\$17,152
<b>Total Labor</b>				<b>\$24,454</b>

**EXPENSES:**

	<u>Trips</u>	<u>Mileage</u>	<u>Rate</u>	AMOUNT
Travel	1	520	0.560	\$291
Misc. Expenses				\$255
<b>Total Expenses</b>				<b>\$546</b>
<b>Total Estimated Plan Review Fee</b>				<b>\$ 25,000</b>

# ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. \_\_\_\_\_

The following Ordinance was introduced by Mr./Ms. \_\_\_\_\_, who moved for its adoption and was seconded by Mr./Ms. \_\_\_\_\_;

**AN ORDINANCE RESCINDING ORDINANCE NUMBER 12,005 AND ACCEPTING THE DONATION OF REAL PROPERTY INTO THE CITY OF MONROE FROM PETERS FAMILY URBAN PROPERTIES, LLC AND OSPREY PROPERTIES, LLC, AND FURTHER PROVIDING WITH RESPECT THERETO:**

WHEREAS, the City of Monroe is in need of the property described hereinbelow for water and sewer purposes; and

WHEREAS, Peters Family Urban Properties, LLC and Osprey Properties, LLC, are the owners of the property described hereinbelow and wish to donate to the City of Monroe for the mutual benefits to be derived from the Act of Donation; and

WHEREAS, the Property Description is as follows, to-wit:

**LEGAL DESCRIPTION**  
**WATER LINE EASEMENT DESCRIPTION**  
**(0.006 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

Commence at a found 5/8" iron rod at the Northwest corner of that certain tract of land belonging to Lafitte Investments, LLC as recorded in Conveyance Book 2299, Page 104 of the Records of Ouachita Parish, Louisiana, said corner being on the Easterly property line of that certain tract belonging to Wal-Mart Stores, Inc. as recorded in Conveyance Book 1637, Page 568 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, along the North line of said Lafitte Investments, LLC, a distance of 15.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING, said point being on the East line of an existing 15 foot servitude for a water line as recorded in Conveyance Book 2195, Page 141 of the records of Ouachita Parish, Louisiana; thence, run N08°56'00"E, along the East line of said existing 15 foot servitude for water line, a distance of 10.00 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 24.78 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the North line of said Lafitte Investments, LLC tract; thence, run N81°04'00"W, along the North line of said Lafitte Investments, LLC tract, a distance of 24.78 feet back to the POINT OF BEGINNING and containing 0.006 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

And

**SEWER LINE EASEMENT DESCRIPTION**  
**(0.166 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

COMMENCE at a found 5/8" iron rod at the Northeast corner of Lot 3 of Tower Medical Park being a Re-subdivision of Lots 1-11 as recorded in Plat Book

24, Page 95 of the Records of Ouachita Parish, Louisiana: thence, run S81°04'00"E, a distance of 60.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING; thence, continue S81°04'00"E, along the Easterly right-of-way line of Tower Drive, a distance of 179.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod; thence, run N81°04'00"W, a distance of 169.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 374.98 feet to a set 1/2" iron rod; thence, run S15°19'48"W, a distance of 170.35 feet to a set 1/2" iron rod on the east line of an existing 15 foot servitude for water line; thence, run N81°04'00"W, a distance of 10.06 feet to a set 1/2" iron rod on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N15°19'48"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 170.91 feet to a set 1/2" iron rod; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive; a distance of 384.42 feet back to the POINT OF BEGINNING and containing 0.166 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

**NOW, THEREFORE BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the donation of immovable property from Peters Family Urban Properties, LLC and Osprey Properties, LLC to the City of Monroe, a copy of the Act of Donation of Immovable Property attached hereto, be and the same are hereby accepted.

**BE IT FURTHER ORDAINED** that Ordinance No. 12,005 be hereby rescinded and replaced by this Ordinance.

**BE IT FURTHER ORDAINED** that Friday Ellis, Mayor, be and he is hereby duly authorized to accept this Donation on behalf of the City of Monroe and revoke Ordinance 12,005 (Acceptance of Donation) recorded in Conveyance Book \_\_\_\_\_, Page \_\_\_\_\_.

This Ordinance was introduced on the \_\_\_\_\_ day of January 2021.

Notice published on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**



STATE OF LOUISIANA  
PARISH OF OUACHITA

**REVISED ACT OF DONATION OF IMMOVABLE PROPERTY**

BE IT KNOWN AND REMEMBERED that on this \_\_\_\_\_ on \_\_\_\_\_, 2021,

before me, the undersigned Notary Public, and in the presence of the undersigned two witnesses personally came and appeared:

**PETERS FAMILY URBAN PROPERTIES, LLC**, represented herein by its Manager, Benjamin M. Peters, Sr., whose mailing address is 3209 Armand St, Monroe, Louisiana, 71201

**AND**

**OSPREY PROPERTIES, LLC**, represented herein by its Agent, Benjamin M. Peters, Sr., whose mailing address is 3209 Armand St., Monroe, LA 71201, hereinafter sometimes called "**DONORS**";

Donors do hereby by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property, the Donors do hereby these presents irrevocably give, grant and donate a ten (10) foot Water and Sewer Easement for installation of one (1) twelve inch (12") potable water line and appurtenances and installation of one (1) eight inch (8") ASTM D3034 gravity sanitary sewer line, manholes, and appurtenances only over the property described below and as described in the attached plat of dedication by SE Huey & Company, Drawing #209731-1 recorded in Plat Book 28, page 83 under File #1809257 and incorporated herein, unto:

**THE CITY OF MONROE LOUISIANA**, a political subdivision of the State of Louisiana herein represented by Friday Ellis, Mayor, duly authorized to appear herein and to accept this donation on behalf of Donee by Ordinance \_\_\_\_\_ adopted by the City Council of the City of Monroe, Louisiana, \_\_\_\_\_, a certified copy of which is attached hereto, hereinafter referred to as "**DONEE**".

The property donated herein is described as follows and a plat of the property by SE Huey & Company, Drawing #209731-1 is recorded in Plat Book 28, Page 83 under File #1809257:

**WATER LINE EASEMENT DESCRIPTION  
(0.006 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

Commence at a found 5/8" iron rod at the Northwest corner of that certain tract of land belonging to Lafitte Investments, LLC as recorded in Conveyance Book 2299, Page 104 of the Records of Ouachita Parish, Louisiana, said corner being on the Easterly property line of that certain tract belonging to Wal-Mart Stores, Inc. as recorded in Conveyance Book 1637, Page 568 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, along the North line of said Lafitte Investments, LLC, a distance of 15.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING; said point being on the East line of an existing 15 foot

servitude for a water line as recorded in Conveyance Book 2195, Page 141 of the records of Ouachita Parish, Louisiana; thence, run N08°56'00"E, along the East line of said existing 15 foot servitude for a water line, a distance of 10.00 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 24.78 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the North line of said Lafitte Investments, LLC tract; thence, run N81°04'00"W, along the North line of said Lafitte Investments, LLC tract, a distance of 24.78 feet back to the POINT OF BEGINNING and containing 0.006 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

And

**SEWER LINE EASEMENT DESCRIPTION  
(0.166 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

COMMENCE at a found 5/8" iron rod at the Northeast corner of Lot 3 of Tower Medical Park being a Resubdivision of Lots 1-11 as recorded in Plat Book 24, Page 95 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, a distance of 60.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING; thence, continue S81°04'00"E, along the Easterly right-of-way line of Tower Drive, a distance of 179.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod; thence, run N81°04'00"W, a distance of 169.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 374.98 feet to a set 1/2" iron rod; thence, run S15°19'48"W, a distance of 170.35 feet to a set 1/2" iron rod on the east line of an existing 15 foot servitude for water line; thence, run N81°04'00"W, a distance of 10.06 feet to a set 1/2" iron rod on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N15°19'48"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 170.91 feet to a set 1/2" iron rod; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 384.42 feet back to the POINT OF BEGINNING and containing 0.166 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

Donee accepts said property in its present state and condition and agrees that any foundations, concrete work or other moveable property located thereon shall be removed by the Donee at its expense should it so desire to do so. Both Parties agree to void and cancel the previous Act of Donation (Ordinance #12,005) dated August 11, 2020 and recorded in Conveyance Book 2633, page 457, records of Ouachita Parish, Louisiana to correct clerical errors in description.

**THUS DONE AND SIGNED** by Benjamin M. Peters, Sr., Manager and/or Agent of **Peters Family Urban Properties, LLC and Osprey Properties, LLC**, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESSES:**

**PETERS FAMILY URBAN  
PROPERTIES, LLC**

By: \_\_\_\_\_  
**Benjamin M. Peters, Sr. – Manager**

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_  
Notary Number \_\_\_\_\_

**THUS DONE AND SIGNED** by Benjamin M. Peters, Sr., Manager and/or Agent of  
**Peters Family Urban Properties, LLC and Osprey Properties, LLC** , before me the  
undersigned Notary Public and in the presence of these undersigned two competent witnesses at  
my office in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESSES:** **OSPREY PROPERTIES, LLC**

\_\_\_\_\_  
By: **Benjamin M. Peters, Sr. – Agent**

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary Number: \_\_\_\_\_

**THUS DONE, SIGNED AND ACCEPTED** by the City of Monroe, Louisiana, at  
Monroe, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**WITNESSES:** **CITY OF MONROE, LOUISIANA**

\_\_\_\_\_  
By: **Friday Ellis, Mayor**

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary Number: \_\_\_\_\_

