

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – FEBRUARY 9, 2021, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MS. WOODS:

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 JANUARY 26, 2021:
(Public Comment)

V: PRESENTATION: 6PM

External Auditor – Financial Audit Review

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 2213 Short Washington Street (D3) (Owners Bishop Rufus and Vannette Sellers)

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:

None.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to employ the services of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Morrow, Morrow, Ryan, Bassett & Haik

for Legal Services relating to Products Liability Litigation and further providing with respect thereto.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution stating the City of Monroe's endorsement of Miller Roy Properties, LLC and their Project #20200312-RTA to participate in the benefits of the Louisiana Restoration Tax Abatement Program.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to enter into a Cooperative Endeavor Agreement with the U.S. Department of Agriculture for Wildlife Management and further providing with respect thereto.

(b) Adopt a Resolution authorizing Mayor Friday Ellis to execute a Professional Services Agreement with LJA Engineering Inc., relating to Storm Water Management Program Implementation Services and further providing with respect thereto.

(c) Adopt a Resolution authorizing the purchase of John Deere 6105E Cab Tractor and John Deere M20 Flex Wing Rotary for the Monroe Regional Airport off of state contract and further providing with respect thereto.

(d) Adopt a Resolution authorizing the issuance of a Self-Fueling Permit at the Monroe Regional Airport to Daveair LLC, wherein permit will be for a period of twelve months 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:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to apply for and accept a Fire Prevention and Safety Grant from the Federal Emergency Management Agency for the purchase of three thousand (3,000) Smoke Alarms and further providing with respect thereto.

(b) Adopt a Resolution authorizing Mayor Friday Ellis to apply for and accept an assistance to Firefighters Grant from the Federal Emergency Management Agency on behalf of the Monroe Fire Department for funding to purchase portable radios and further providing with respect thereto.

(c) Adopt a Resolution authorizing Stacey Rowell to execute Change Order Number 3 (for Breard/Betin Street Fire Station #5) between the City of Monroe and Mann's Construction Inc. for an increase in the contract time of 129 days and further providing with respect thereto.

(d) Adopt a Resolution approving the appointment of Chief Terry Williams to the Ambulance service Advisory Board and further providing with respect thereto.

(e) Adopt a Resolution authorizing Fire Chief Terry Williams to enter into an agreement between the City of Monroe and the Workforce Development Board and further providing with respect thereto.

10. Engineering Services:

Public Comment:

- (a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Dixie Overland Construction, LLC, for the Texas Lift Station Bar Screen Replacement Project, and further providing with respect thereto.
- (b) Adopt a Resolution authorizing the authorized city representative to advertise for quotes on the Solar School Zone Flashing Traffic Signs Project.
- (c) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. One (1) to the Fulton Drive Water & Sewer Improvements Contract, between the City of Monroe and Don M. Barron Contractor, Inc., for an increase in the contract amount of \$ _____ and an increase in the contract time of _____ days and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of a Public Hearing to zone a ±1.2-acre tract of land located in Ouachita Parish from I-1, Commercial/Industrial Business Park District to R-4, High Density Multi-Family Residential District in order for the applicant to be able to develop duplexes at this location. **And otherwise known as 2000 Grammont Street – APPLICANT - Blaze Thomas - (P&Z)**
- (b) Introduce an Ordinance amending Section 15-16 Section (a) and deleting Sub Sections (1) and (2), of Chapter 15 Entitled “Fire Prevention and Protection”, of the City of Monroe Code and further providing with respect thereto. (Fire Dept.)

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

Open Public Hearing/Public Comment/Close Hearing:
NONE.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session
January 26, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, January 26, 2021 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Douglas Harvey, Chairman called the meeting to order.

The roll call was done by Ms. Riley, Council Clerk.

Council members present for roll call: Mr. Douglas Harvey, Mrs. Gretchen Ezernack, Ms. Juanita Woods, Mr. Carday Marshall Sr., Mrs. Kema Dawson.

Council member(s) absent: NONE.

Chairman Harvey declared a quorum.

The Invocation was by Mrs. Ezernack's designee, Rev. Lenard Montgomery and the Pledge of Allegiance by Mrs. Ezernack.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey welcomed all that were present; he recognized in memoriam on behalf of Mayor Ellis, two city employees, Ms. Wilma Smith and Ms. Brenda Addison who both worked in the Utility Division.
 2. Mrs. Ezernack welcomed each present and extended her prayers to city employees, Ms. Addison and Ms. Smith.
 3. Ms. Woods thanked everyone for attending; she spoke and offered prayers to the families of the two city utility employees, Ms. Smith and Ms. Addison; she thanked Chief Zordan and Corporal Heckard for their assistance with the neighborhood watch program in District 3; she acknowledged the Black Lives Matter letter mural by local artists presented at ULM.
 4. Mr. Marshall thanked everyone for attending; he acknowledged the lives of Ms. Addison and Ms. Smith; he thanked Team Monroe for their assistance with a cleanup in Districts 4 and 5 along with ULM students and Omega Psi Phi; he thanked Corporal Heckard for his assistance with the Neighborhood Watch program and they are enlisting captains for the program.
 5. Mrs. Dawson offered condolences for the families of the City of Monroe employees, Ms. Smith and Ms. Addison.
- Upon a motion of Mr. Marshall, a second by Mrs. Ezernack, and unanimously approved to add to the agenda to approve the minutes of the Legal and Regular session of January 12, 2021. (There were no public comments).
- Upon a motion of Mr. Marshall and a second by Ms. Woods, the minutes of the Legal and Regular session of January 12, 2021 were unanimously approved. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE

ACCEPTANCE OR REJECTION OF BIDS: Public Comment NONE.

RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment: NONE.

Monroe City Council Legal and Regular Session
January 26, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Department of Administration: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7889, authorizing the City of Monroe to enter into an agreement with Enterprise Fleet Management, Inc. and further providing with respect thereto.

Comments: Mr. Mike Duffey, Enterprise Fleet Management was present to discuss the agenda item. He explained the fleet style management that would replace the current vehicles over course of next few years which; over next eight years would be a \$1.3 million net cash of a budget reduction for the total fleet cost.

(b) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7890, 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. (There were no public comments).

Department of Planning & Urban Development: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Marshall and unanimously approved to 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. (There were no public comments).

Comments: Mrs. Ezernack moved to grant the Major Conditional Use Permit upon acquisition of the property at 2300 Forsythe by the applicant, Tejani & Dahal Investments, LLC. based on the following conditions:

- (1) Commencement of construction to conform with timeline in the existing city ordinance. (2) No drive-thru window.
- (3) Hours of Operation: Monday – Thursday, 10:00 a.m. to 10:00 p.m.; Friday and Saturday, 10:00 a.m. to 11:00 p.m.; Sunday, Noon to 7:00 p.m.

Legal Department: Public Comment: NONE.

Mayor's Office: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7891, authorizing the City of Monroe to enter into a Cooperative Endeavor Agreement with the North Louisiana Economic Partnership and further providing with respect thereto.

Comments: Mrs. Ezernack asked NLEP representative, Liz Pierre if this was the same type agreement as in the past; Mrs. Pierre said it was the same type agreement.
Mr. Marshall asked if this agreement would apply to all Districts and Mrs. Pierre said that it was for all districts within the City.

Department of Public Works: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7892, 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. (There were no public comments).

Department of Community Affairs: Public Comment: NONE.

Police Department: Public Comment: NONE.

Fire Department: Public Comment: NONE.

Monroe City Council Legal and Regular Session
January 26, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Engineering Services: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7893, 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. (There were no public comments).

(b) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7894, 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. (There were no public comments).

Comments: Mrs. Sturdivant noted additional information to Section A, Item 4 as: the railroad costs are not to exceed the estimate contained in this agreement without prior approval from the City.

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES: Public Comment: NONE.

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

Open Public Hearing/Public Comment/Close Hearing: Chairman Harvey opened the public hearing and seeing no one come forward, the hearing was closed.

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Finally adopt an Ordinance No. 12,040, 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) (There were no public comments).

Citizens Participation: There were no public comments.

There being no further business to come before the Council, the meeting was adjourned at 6:30 p.m., upon a motion of Mrs. Ezernack and seconded by Mr. Marshall. (There were no public comments).

Mr. Douglas Harvey
Council Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

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



CITY OF MONROE, LOUISIANA

LEGAL DEPARTMENT
CIVIL DIVISION

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ANGIE D. BALDWIN
City Attorney

BRANDON W. CREEKBAUM
Assistant City Attorney

MEMO

DATE: February 2, 2021
TO: CARLOS RILEY
FROM: BROWNIE BARBO
RE: CONDEMNATIONS FOR CITY COUNCIL ON FEBRUARY 9, 2021

Please place the following condemnations on the agenda for the City Council on

February 9, 2021. .

1. 2213 Short Washington Street (D3) (Owners Bishop Rufus and Vannette Sellers)

c: Ellen Hill
Catherine Robinson
Hubert Murphy
Stacy Newbill
Jimmie Bryant

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 MAYOR FRIDAY ELLIS TO EMPLOY THE SERVICES OF BARON & BUDD, P.C., COSSICH, SUMICH, PARSIOLOLA & TAYLOR LLC, AND MORROW, MORROW, RYAN, BASSETT & HAIK FOR LEGAL SERVICES RELATING TO PRODUCTS LIABILITY LITIGATION AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Monroe City Charter requires City Council approval to hire outside legal counsel; and

WHEREAS, the City desires to bring a products liability action for aqueous film-forming foams and other related products that may have been used in the normal course of business by the City of Monroe; and

WHEREAS, the firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Morrow, Morrow, Ryan, Bassett & Haik, have the requisite subject matter expertise and experience to pursue such claims and will provide the services needed on a contingency fee basis at no cost to the City; and

WHEREAS, all legal services provided will be in coordination with the City of Monroe Legal Department.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that an authorized City representative is hereby authorized to enter into the attached Agreement between the City of Monroe and Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Morrow, Morrow, Ryan, Bassett & Haik.

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

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between City of Monroe ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Morrow, Morrow, Ryan, Bassett & Haik (collectively referred to as "Attorneys").
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates Angie Sturdivant, City Attorney, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) and supplier(s) of fire fighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing per- and polyfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Attorneys will assist in negotiating liens, but will not litigate them.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Morrow, Morrow, Ryan, Bassett & Haik assume joint legal responsibility to Client for the representation described in this Agreement, and all agree to be available for consultation with the client. Client approves of and consents to the participation of these firms in the representation.

7. ATTORNEYS' FEES. Client and Attorneys agree that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 33 1/3% of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

There is no fee if there is no recovery.

If the remedy is in the form of monetary damages following a trial, Client agrees to pay thirty-three and one-third percent (33.33%) of the gross amount to Attorneys as compensation and then reimburse the litigation expenses. If the remedy is in the form of equitable relief (e.g., abatement fund) following a trial, Client and Attorneys agree that there shall be no compensation paid to Attorneys by the City of Monroe. To be clear, Attorneys shall not be paid nor receive reimbursement from public funds. However, any monetary judgment arising from successful prosecution of the case, or any consideration arising from a settlement of the matter shall not be considered public funds for purposes of calculating the contingent fee. Under no circumstances shall the Client be obligated to pay any Attorney fee or any litigation expenses except from moneys expended by defendant(s) pursuant to the resolution of the Client's claims. If the defendant(s) expend their own resources to abate the public health and safety crisis in exchange for a release of liability, then the Attorneys will be paid the designated contingent fee from the resources expended by the defendant(s). Client acknowledges that this is a necessary condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit.

In the event that any settlement, final judgment, or other resolution of the action results in a monetary recovery to the Client that is less than the amount of the costs incurred and/or disbursements made by the Attorneys, the Client shall not be required to pay the Attorneys more than the sum of the full monetary recovery.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process

servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that an appraisal will be conducted by appraisers reasonably acceptable to Client and Attorneys, the cost to be divided equally between Client and Attorneys to determine this value. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration and/or litigation shall not

exceed 33 and 1/3% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

- (1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.
- (2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in a fair and reasonable manner, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses, provided however, Client shall only be responsible for prudent, fair and reasonable expenses.
10. **DIVISION OF ATTORNEYS' FEES.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:
 - Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor LLC will receive forty percent (40%), and Morrow, Morrow, Ryan, Bassett & Haik will receive twenty percent (20%).
11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential AFFF litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive the conflicts it is currently aware of which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this Agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the AFFF litigation. Client remains completely free to seek other legal advice at any time even after signing this agreement.
12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's advance consent.
13. **SETTLEMENT.** Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.
14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve

all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in Paragraph 7.A or a reasonable fee as described in Paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses not later than thirty (30) days after the receipt of a final cost accounting from Attorneys. While acknowledging the language and agreements relative to conflicts of interest set forth in Paragraph 11 herein, Client reserves the right to terminate Attorney's representation of Client, if Client, acting in good faith and following discussion with Attorneys, determines that conflicts of interest have arisen subsequent to the execution of this Agreement which Client believes may impair a fair outcome for Client. In such case, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this Agreement with Client. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will

be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfill an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. In all such cases described herein above, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by Client, any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as a remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

Morrow, Morrow, Ryan, Bassett & Haik
324 W. Landry St.
Opelousas, LA 70571

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.
22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.
25. **DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with Paragraph 7.C.
26. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.
27. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.
28. **MULTIPLE COUNTERPARTS.** This Agreement will be effective whether or not executed in multiple counterparts.

This Agreement and its performance are subject to the Louisiana Rules of Professional Conduct

and the Texas Disciplinary Rules of Professional Conduct.

Agreed by:

CITY OF MONROE

Date:

Printed name and title ("Client")

Signature

ATTORNEYS

Scott Summy, Baron & Budd, P.C.

Christina Cossich, Cossich, Sumich, Parsiola & Taylor LLC

Taylor J. Bassett, Morrow, Morrow, Ryan, Bassett & Haik

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

A RESOLUTION STATING THE CITY OF MONROE'S ENDORSEMENT OF MILLER ROY PROPERTIES, LLC AND THEIR PROJECT #20200312-RTA TO PARTICIPATE IN THE BENEFITS OF THE LOUISIANA RESTORATION TAX ABATEMENT PROGRAM.

WHEREAS, the Restoration Tax Abatement Program has been created by the electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section 21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

WHEREAS, the Monroe City Council desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and

WHEREAS, it is the desire of the Monroe City Council to foster the continued growth and development (and redevelopment) of the City for the continued prosperity and welfare of the City; and

WHEREAS, this project is located in the City of Monroe's Downtown Economic Development District; and

WHEREAS, this project is a commercial property.

NOW, THEREFORE,

Section 1. BE IT RESOLVED by the Monroe City Council, in regular and legal session convened, that MILLER ROY PROPERTIES, LLC and its Project #20200312-RTA is endorsed to participate in the Louisiana Restoration Tax Abatement Program.

Section 2. BE IT FURTHER RESOLVED by the Monroe City Council, in regular and legal session convened, that if any provision or item of this resolution of the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this resolution which can be given affect, without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or part thereof in conflict herewith are hereby repealed.

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

YEA _____

NAY _____

NOT VOTING _____

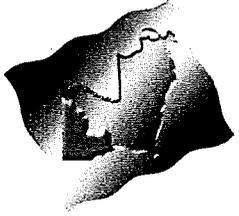
ABSENT _____

ATTEST _____

APPROVED THIS _____ DAY OF _____, 2021.

CAROLUS S. RILEY, CITY CLERK
CITY OF MONROE
STATE OF LOUISIANA

DOUGLAS "DOUG" HARVEY, CHAIRMAN
CITY OF MONROE
STATE OF LOUISIANA



NORTH LOUISIANA ECONOMIC PARTNERSHIP

January 27, 2021

Angie Sturdivant
City of Monroe
P.O. Box 123
Monroe, LA 71210-0123

Dear Angie:

The following company has filed an application for Restoration Tax Abatement benefits for their building located at 1001 Desiard Street, Monroe.

Name:	Miller Roy Properties, LLC
Project #:	20200312 - RTA
Contact:	Michael Echols (318) 366-7370 michaelcharlesechols@gmail.com
Investment:	\$3,500,000
New Jobs:	5
Construction Jobs:	15

This property is in the Monroe Downtown Economic Development District.

Attached is the application and exhibits, a sample resolution for the project and a map showing its location in the district. Please forward a copy of the signed resolution to my attention. If I can be of further assistance, please do not hesitate to call.

Sincerely,

Liz Pierre

Restoration Tax Abatement Program Application - (Const 7 21)

Project ID: 20200312-RTA
Date Received: 1/15/2021

PROJECT INFORMATION

Company: Miller Roy Building LLC
Project Name: Miller Roy Building Project
Project Location: 1001 Desiard Street, Monroe, LA, 71201
Parish: Ouachita
City Limits?:

PROPERTY USAGE

Residential: Yes No
Owner-Occupied: Yes No
Rented or Leased: Yes No
Year Structure Built: 1929
District Type Project is Located? Downtown Development
Name of Historic District (if applicable) Downtown Monroe
Gross Square Footage Before Project: 15000.00
Gross Square Footage After Project: 16500.00
Current or Prior Use::

Currently vacant and deeply blighted. Was used 50 years ago as African business building. Doctors, lawyers and other professional black leaders occupied the commercial space.

Proposed Use: Top two floors housing. Bottom floor will be used as a one stop center for community resources such as job development, training and healthcare service lines.

Legal Description of Property: WEST 50 FT LOT 10 SQ 38 FLHJHLS1ST ADDN

Is your building listed or pending being listed on the National Register of Yes No If yes, year listed: 2011

Historical Places?

Will it be eligible for Federal Historic Preservation Tax Incentives? Yes No

PROPERTY TAX

Assessed value of the existing structure only (shown as improvement or building on your tax bill) for this project. Do not include assessed land value. \$44,745.00
See most recent property tax bill for this value or contact the assessor.

Amount of taxes paid on the existing structure only for the year before the beginning of the project. This amount is a percentage of total taxes paid on land and improvements. Obtain from the tax collector. \$659.00

Have Ad Valorem taxes been paid on this property on the basis of an assessed valuation which reflects the improvements made by the project? Yes No
Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits. 0.1049

Note: Proof of the millage rate can be obtained from the parish assessor and MUST be uploaded in the Attachments section of this application.

PROJECT DETAILS

Project Type: Renovation
Project Beginning Date: 11/1/2020
Project Ending Date: 2/24/2022

Project Description: Restoration of a 15,000 sq foot historic african american business building developing 18 apartments in top two floors and bottom floor restored to community resource center. Will be the anchor project in this area to promote revitalization and helping the under served.

ESTIMATED INVESTMENTS

Building & Materials: \$2,000,000.00
Machinery & Equipment: \$500,000.00
Labor & Engineering: \$1,000,000.00
Total Investment: \$3,500,000.00

ESTIMATED JOBS

Existing: 0
Construction: 15
New: 5
Total Estimated Jobs: 20

ESTIMATED PAYROLL

Existing: \$0.00
Construction: \$750,000.00
New: \$150,000.00
Total Estimated Payroll: \$900,000.00

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? : Yes • No
If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

ESTIMATED BENEFIT

Investment Amount: \$3,500,000.00
x Assessment %: 0.15
x Millage Rate: 0.1049
x Years Exempted: 5.00
= Estimated Five Years Tax Exemption \$275,362.50

FEE CALCULATION

Estimated Five Years Tax Exemption :
x Rate
= Assessed Fee (\$500.00 Minimum—\$15,000.00 Maximum)
Amount Paid:
Amount Due:

\$275,362.50
0.005
\$1,376.81
\$0.00
\$1,376.81

ATTACHMENTS

Document Type	Document Name	Date
Photos of Structure Before	1001 Desiard Facade.PNG	8/4/2020
LGA Certification	Downtown Economic Development District – Downtown Monroe.pdf	8/4/2020
Plot Map	Plot Map of 1001 Desiard Street.pdf	8/4/2020
Resolution of Property Owners / Resolution of Board of Directors	Resolution for 1001 Desiard Street Miller Roy.pdf	8/4/2020
Legal Property Description	Tax Assessor 1001 Desiard Report All Detail.pdf	8/4/2020
Proof of Millage Rate	Tax Assessor 1001 Desiard Report All Detail.pdf	8/4/2020
Tax Invoice	Tax Assessor 1001 Desiard Report All Detail.pdf	8/4/2020
Rendering of Structure After	Rendering Miller Roy.pdf	8/4/2020
Owners	Owners of Miller Roy Building.docx	8/4/2020
Current Assessed Value and Taxes Paid	Tax Assessor 1001 Desiard Report All Detail.pdf	8/4/2020
Building Permits	Building Permit 1001 Desiard Miller Roy Building.pdf	1/15/2021
Proof of Ownership	Miller Roy DEEDS for Properties.pdf	1/15/2021

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$1,376.81	1/15/2021	OD5G5FVH35	ach

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Michael	Echols	michaelcharlesechols@gmail.com	Miller Roy Building LLC	1800 Riverside Dr. , Monroe, LA, 71201	(318) 366-7370	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Managing Member

First Name: Michael

Last Name: Echols

Email Address: michaelcharlesechols@gmail.com

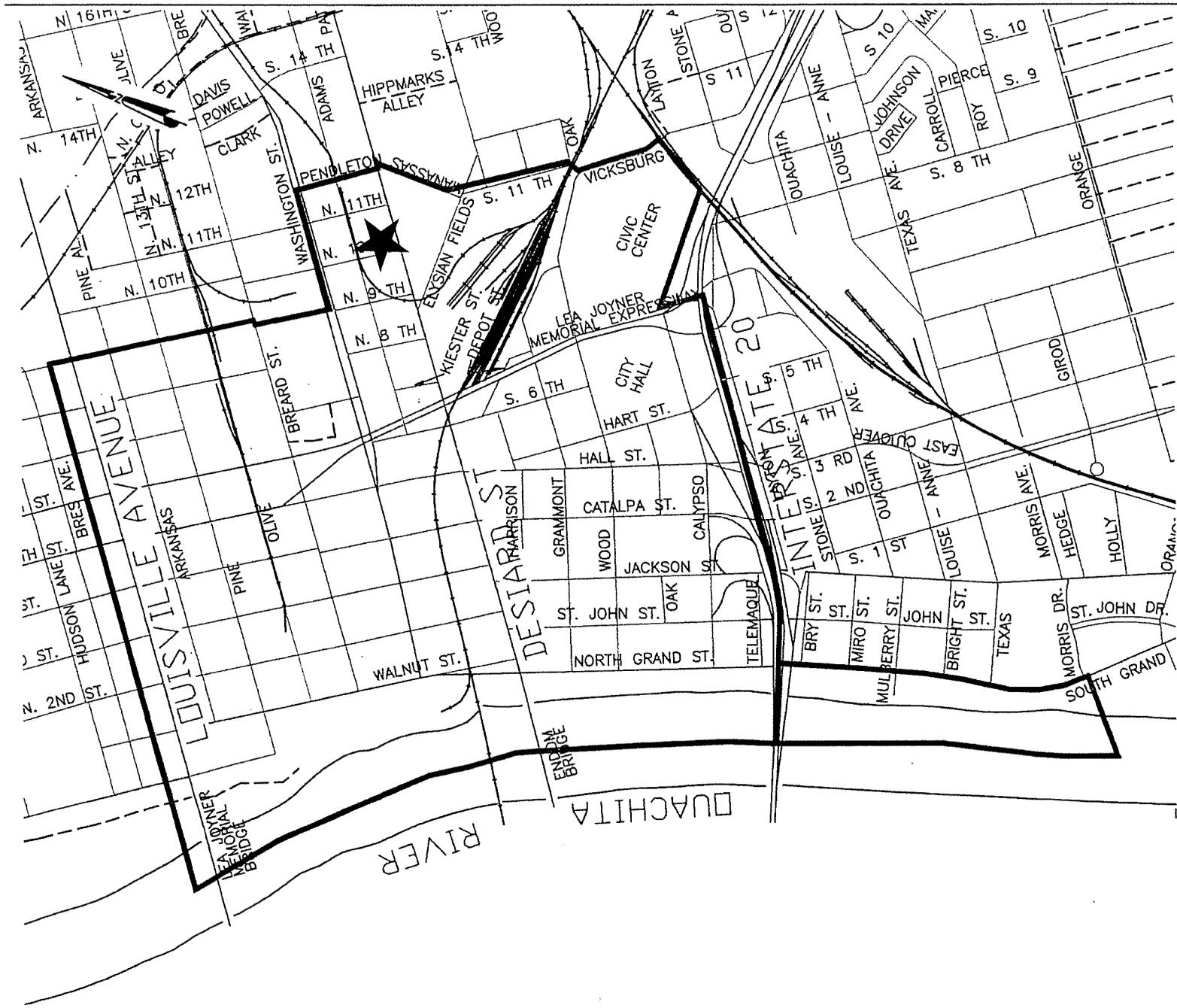
CERTIFICATION STATEMENT

✓ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, Michael Echols

, approve the above information.



ENGINEERING DEPARTMENT
CITY OF MONROE

DOWNTOWN ECONOMIC
DEVELOPMENT DISTRICT
MONROE, LOUISIANA

DATE: 8-15-03
SCALE: 1" = 1000'
DESIGNED BY:

DRAWN BY: SLS
ACAD:

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 MAYOR FRIDAY ELLIS TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE FOR WILDLIFE MANAGEMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the U.S. Government has a program to help manage wildlife which could undermine levees and other public works facilities; and

WHEREAS, the City of Monroe has for years been a willing participant in the program because of the number of levees, sewer, water and roadways which could be undermined by the natural habits of wildlife.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA that Mayor Friday Ellis is hereby authorized to sign the attached Cooperative Endeavor Agreement between the U.S. Department of Agriculture—Health Inspection Service and Wildlife Services and the City of Monroe, as per the attached agreement.

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

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF MONROE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in a City/Federal wildlife damage management project to reduce human health and safety risks and damage to city property. Species of major concern are beaver (*Castor Canadensis*), nutria (*Myocastor coypus*), feral swine (*Sus scrofa*), and feral pigeon (*Columba livia*) but may also include other feral or wild species. USDA/APHIS/WS activities are described in the attached Work (Attachment A) and Financial (Attachment B) Plans.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperators for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following Cooperator as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Mr. Tom Janway, City of Monroe Public Works Director
P.O. Box 123
Monroe, LA 71210
Tom.janway@ci.monroe.la.gov
318-329-2820

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Matt Cleland, Louisiana WS State Director
USDA, APHIS, Wildlife Services
P.O. Box 589
Port Allen, LA 70767
Matthew.d.cleland@usda.gov
225-389-0210
2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the

accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on February 2, 2021 and shall continue through February 1, 2022. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID: 72-6000903
APHIS-WS's Tax ID: 41-0696271

CITY OF MONROE:

	Date
Mayor Friday Ellis	
City of Monroe	
P.O. Box 123	
Monroe, LA 71210	

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

	Date
Matthew Cleland, Louisiana WS State Director	
USDA, APHIS, Wildlife Services	
P.O. Box 589	
Port Allen, LA 70767	

WORK PLAN

In accordance with the Cooperative Service Agreement between The City of Monroe and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

Control damage to public and private property and threats to human health and safety caused by feral pigeons within the City of Monroe. Prevention of the accumulation of feces at night roosting and day loafing sites will create a safer and more sanitary working and living environment for people in the city and reduce damage to buildings, equipment, and other city resources.

Control damage to property caused by beavers and nutria within the City of Monroe. Beaver dams prohibit rainwater from properly draining and consequently cause roads, bridges, timber, private and public property, fields, and other resources within Monroe to flood. Beaver dams in drainage canals cause changes in water velocity which creates silt deposits potentially decreasing the time between drainage renovations and increasing maintenance costs. Beaver and nutria reduce the structural integrity of levees and roadbeds by burrowing into them for the purpose of creating dens.

Control damage to property by feral swine within the City of Monroe. Feral swine are a non-native invasive species and considered an “outlaw quadruped” by the Louisiana Department of Wildlife and Fisheries. Feral swine cause damage to property primarily by rooting. Feral swine also carry zoonotic diseases which create a threat to human health and safety.

Through the application of an integrated wildlife damage management program, damage and threats to people and resources found within the City of Monroe will be reduced to an acceptable level and in some instances will be eliminated.

Plan of Action

WS will implement a shooting program, using scoped pneumatic air rifles, for feral pigeon control within the City of Monroe. WS will collect and dispose of all carcasses. The Monroe Police Department will be notified prior to all shooting operations within city limits. WS will use control techniques approved by federal, State, and local laws. The City of Monroe will authorize all control techniques prior to implementation. Other techniques and tools that may be used if necessary include: installing exclusion devices, cage traps, cannon and/or rocket nets, and toxicants. All pigeons trapped alive will be euthanized immediately via CO₂ gas or cervical dislocation.

WS will implement a trapping program, using conibears, snares, cages, and leghold traps, for beaver and nutria control within the City of Monroe. Beavers and nutrias, trapped or free ranging, may be shot using shotguns and .22 caliber rim fire rifles or handguns. Toxicants may also be used for nutria if trapping and shooting are ineffective. Beaver dams will be removed with hand tools or, under certain controlled circumstances, with binary explosives. WS will identify dams that cannot be removed by hand or explosives and report their location to the City of Monroe.

WS will implement a trapping/shooting program using cage traps, snares, and firearms for feral swine control within the City of Monroe. While most trapped swine will be shot immediately at the trap location, at times it may be necessary for discretion and safety purposes to move swine to a more suitable location for euthanasia. The Monroe Police Department will be notified prior to shooting activities concerning free ranging feral swine.

At the request of city officials, damage by other species will be accessed and addressed on a situational basis. Management techniques will be discussed with and approval by City of Monroe officials before implementation.

Effective Dates

The cooperative agreement shall become effective on February 2, 2021 and shall expire on February 1, 2022.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$6000
Supplies and Materials		\$390
Equipment		\$500
Subtotal (Direct Charges)		\$6,890
Pooled Job Costs	11.00%	\$758
Indirect Costs	16.15%	\$1,113
Agreement Total		\$8,761
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$8,761 [other description information to be added as desired]		

Financial Point of Contact

City of Monroe: Tom Janway, Public Works Director

318-329-2820
Phone

APHIS, WS: Claudine Campbell, LA WS Budget Analysis

225-389-0210
Phone

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LJA ENGINEERING INC. RELATING TO STORM WATER MANAGEMENT PROGRAM IMPLEMENTATION SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, LJA Engineering Inc. is a consulting firm that has the experience to assist the City with its Storm Water Management Program Implementation 2020 MS4 Services and the requirements of said program;

WHEREAS, all services provided will be in coordination with the City of Monroe Public Works Department;

WHEREAS, the City's current contract term with LJA Engineering Inc. has ended and the City desires to enter into a new agreement with LJA Engineering; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that Mayor Friday Ellis is hereby authorized to enter into the attached Agreement between the City of Monroe and LJA Engineering, Inc.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2021.

CITY CLERK

CHAIRMAN



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

January 5, 2021

Charles Westrom
City of Monroe
1350 Grammont Street
Monroe, TX 77305

Re: Environmental Consulting Services (Proposal No. 20-05163)
Stormwater Management Program – 2021 Implementation Services
(January 1, 2021 – December 31, 2021)

Mr. Westrom:

Submitted for your review is an outline of proposed services for LJA Engineering, Inc. to continue implementing the City of Monroe's Stormwater Management Program. All services will be conducted in compliance with the requirements established in the LDEQ Master General Permit No. LAR040000 (detailed scope of services attached).

Costs for this project will be billed on a time and materials basis with an estimated cost of **\$51,000.00** for calendar year 2021. These costs will not be exceeded without prior approval.

We appreciate your consideration of our firm for this project. If this proposal meets with your approval, please provide a signature on this proposal letter and the attached agreement and return to our office.

Sincerely,

John Concienne, CPESC
Vice President
LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Office: (409) 833-3363
Direct: (409) 554-8980
Email: jconcienne@lja.com

**APPROVED BY:
CITY OF MONROE**

By: _____
Name: _____
Title: _____
Date: _____

**CITY OF MONROE
PROFESSIONAL SERVICES & CONSULTANT AGREEMENT**

This agreement, made and executed in three (3) original copies on this the _____ day of _____, 2021, by and between the City of Monroe, Louisiana, acting through the Mayor, hereinafter designated as "Owner", and LJA Engineering, Inc. designated as "Contractor".

RECITALS

Owner desires to obtain professional engineering and/or scientific services in connection with the City of Monroe Storm Water Management Program Implementation Services (Calendar Year 2021)

SECTION I

EMPLOYMENT OF CONSULTANT

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional engineering and/or scientific services, as more particularly described in the sections to follow, in connection with the Project, with City of Monroe Storm Water Management Program Implementation, Calendar Year 2021 and in consideration for having rendered such services, the Owner agrees to pay the Consultant compensation in lawful money of the United States in the amount of: Fifty One Thousand Dollars and No Cents (\$51,000.00).

SECTION II

CHARACTER AND EXTENT OF SERVICES

The Consultant shall render the professional services necessary to complete the Project listed in attached **Exhibit A** hereto, hereinafter referred to as "**Scope of Work**". These services will include serving as the Owner's professional engineering and/or scientific representative for the Project, providing professional engineering and/or scientific consultation and advice to the Owner, and preparing documents, reports, training materials, construction plans, specifications and cost estimates, if necessary and/or requested. (Scope of Work and Rate Sheet Attached on following pages 2 & 3)

Any provision or part of this agreement held to be void or unenforceable shall be deemed stricken, and the remaining provisions shall be binding on the Owner and the Consultant.

**City of Monroe Storm Water Management Program Implementation
2021 - MS4 Services**

Estimated Budget and Scope of Services

Implementation Tasks	Calendar Year 2021
1.0 Public Education and Outreach	
Development of Public Education Materials	
Maintain/Update Stormwater Website	\$4,300.00
Media Campaign	
Reproduction Costs for Brochures, Flyers and other materials	
2.0 Public Involvement and Participation	
Public Meetings (Annual Presentation of Program Status)	
SWMP Public Notice Process	\$6,000.00
Conduct SWMP Committee Meetings	
3.0 Illicit Discharge Detection and Elimination	
Maintain/Update Outfall Inventory Map	
Outfall Mapping/Screening	
Ordinance Enforcement Assistance	\$9,500.00
Record Maintenance/Data Entry	
4.0 Construction Site Runoff Program	
Training/Assistance for Inspection Personnel	
Plan Review Assistance	
Ordinance Enforcement Assistance	
Employee Training Programs	\$7,200.00
Contractor Training Programs	
Record Maintenance/Data Entry	
5.0 Post Construction Site Runoff Program	
Training/Assistance for Plan Review and Inspection Personnel	
Ordinance Enforcement Assistance	
Inspection of Post Construction Controls	\$4,500.00
Record Maintenance/Data Entry	
6.0 Good Housekeeping	
Municipal Facility Inspections	
Pollution Prevention Plan Reviews/Updates	
Employee Training Programs	\$4,500.00
Record Maintenance/Data Entry	
7.0 Additional Services	
Annual Report Development	
LDEQ Compliance Assistance	\$15,000.00
SWMP Revisions	
Permit Renewal Efforts	
Total Annual Cost for Combined Activities	\$51,000.00

*All services will be billed on an hourly basis (see attached rate sheet).



2615 Calder Avenue, Suite 500, Beaumont, Texas 77702
t 409.833.3363 f 409.833.0317 LJA.com TBPE F-1386 TBPLS 10105600

STORMWATER DIVISION 2021 RATE SCHEDULE

Labor Classification	Hourly Rate
Senior Project Manager	\$180.00
Project Manager	\$140.00
Assistant Project Manager	\$130.00
Senior Environmental Scientist	\$180.00
Environmental Scientist II	\$118.00
Environmental Scientist I	\$108.00
Environmental Technician III	\$ 98.00
Environmental Technician II	\$ 86.00
Environmental Technician I	\$ 78.00
Administrative Technician	\$ 65.00
CADD Technician	\$100.00
Expert Witness Work	\$425.00

Payments

LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

Reimbursable expenses such as outside reproduction services, courier service, laboratory fees, etc. will be invoiced at cost.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

Revised 1/5/2021

SECTION III
AUTHORIZATION OF SERVICES

The Consultant shall be authorized to proceed with the services outlined in “**Notice to Proceed**” upon execution on this Agreement.

SECTION IV
PERIOD OF SERVICES

This agreement shall be effective upon execution by the Owner and the Consultant, and shall remain in force until work is completed for no longer than (One Year-365 Calendar days) or terminated under the provisions hereinafter provided in Section XII.

SECTION V
COORDINATION WITH THE OWNER

The Consultant shall hold periodic conferences with the Owner, or its representative, in order to obtain full benefit of the Owner's experience and knowledge of existing needs and facilities, and to be consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Consultant, for his use, all relative existing plans, maps, field notes, statistics, computations and other data in his possession.

SECTION VI
THE CONSULTANT'S BASIC COMPENSATION

For and in consideration of the services to be rendered by the Consultant, the Owner shall pay, and the Consultant shall receive, the compensation hereinafter set forth. All remittances by Owner of such compensation shall either be mailed to Consultant's office or picked up from City of Monroe accounting department by contractor.

Payments to the Consultant for authorized services will be made within thirty (30) days upon presentation of monthly statements by the Consultant of such service. For and in consideration of the services to be rendered by the Consultant, the Owner shall pay, and the Consultant shall receive, the compensation hereinafter set forth. All remittances by Owner of such compensation shall either be mailed to Consultant's office or picked up from City of Monroe accounting department by contractor.

SECTION VII
RECORDS

The Consultant agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of Contract work. Such records shall be kept in the office of the Consultant and shall be made available to the Owner for inspection and copying upon request. Records shall be maintained in accordance with the Owner's record retention policy.

SECTION VIII
REVISION TO DRAWINGS AND SPECIFICATIONS

Minor revisions in the described work will be made by the Consultant without additional compensation as the work progresses. If City requires more substantial revisions or additional work which the Consultant believes to warrant additional compensation, the Consultant will notify City in writing within 30 days of being instructed to perform such work. If City agrees that the required work is necessary and warrants additional compensation, the contract will be **changed** by the following method:

Supplemental Agreement: A Supplemental Agreement (**Plan Change Order**) will be required when additional work represents a change in the original scope of the contract, or when the estimated fee for the extra work plus the fee for all previous work to give the cumulative contract fees to date.

The Consultant shall not commence any additional work requiring extra compensation until Change Order has been executed and notice to proceed has been issued

SECTION IX
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Owner. The Consultant may retain reproducible copies of such documents. No news releases, technical papers, or presentations concerning this project may be made without the prior written approval of the Owner.

SECTION X
INDEMNIFICATION

Consultant shall indemnify 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 and attorney's fees for injury or death to any person, arising out of, or occasioned by, the negligent acts and/or omissions of Consultant, its employees and sub-contractors, in the execution or performance of this contract.

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

SECTION XI
INSURANCE

The Consultant shall, provide Insurance and before any work shall start, furnish the Owner with certificates of insurance satisfactory to the Owner indicating the existence of Statutory Workmen's Compensation Insurance, and comprehensive General Liability Insurance. Such insurance shall be at the Consultant's expense. The City of Monroe shall be included on the Certificate of Insurance as "**Additional Insured**". The limits shall be as follows:

Workmen's Compensation Insurance in accordance with the laws in the jurisdiction(s) of the work area.

Comprehensive General Liability and Automobile Liability Insurance shall not be less than \$200,000.00 per incident/ \$500,000.00 per occurrence.
Automobile Liability for scheduled autos, hired autos and non-owned and all autos in the amount of \$500,000 combined single limit.

Excess Liability Insurance (umbrella) to cover items 1, 2 & 3 with a combined single limit for bodily injury and property damage of \$1,000,000.

Professional Liability Insurance covering the Consultant and any engineering and/or scientific subcontractors in the amount of \$500,000.

The certificates shall contain a provision that the Owner shall be notified thirty (30) days

before cancellation of the insurance. The Consultant shall maintain such insurance in force during the life of the contract and no non-renewal or cancellation of insurance carriage shall be made without thirty (30) days written notice to the Owner.

SECTION XII TERMINATION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by Owner and all payments required to be made to the Contractor have been made. However, this contract may be terminated under any or all of the following conditions:

- 1 By mutual agreement and consent of the parties hereto.
- 2 By the City as a consequence of the failure of the Contractor to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor.
- 3 By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 4 By satisfactory completion of all services and obligations described herein. Upon termination of this contract, the Contractor shall deliver to Owner all plans and records of the work compiled to the date of termination. Owner shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.
- 5 Should Owner desire to suspend the work, but not definitely terminate the contract, this may be done by 30 days notice given by City in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt by the Contractor from the City of 30 days notice in writing to that effect.
- 6 If the City does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, the City may unilaterally terminate this Agreement. The City will make every effort to give the Contractor thirty (30) days written notice prior to termination. In the event of termination due to a lack of appropriations, City will

pay for the services provided by contractor prior to the effective date of termination.

SECTION XIII

ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed to the Consultant shall be to the following address:

LJA Engineering, Inc.
Attn: John Concienne
2615 Calder Ave, Suite 500
Beaumont, TX 77702

SECTION XIV

SUCCESSORS AND ASSIGNMENTS

The Owner and the Consultant each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successor, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Consultant shall assign, or transfer his interest in this Agreement without the written consent of the other.

SECTION XV

COMPLIANCE WITH CIVIL RIGHTS ACT

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246; The Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1972, and Consultant agrees to abide by the requirements of the **Americans with Disabilities Act of 1990**.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of the discrimination committed by Contractor, or failure to comply with these statutory

obligations when applicable shall be grounds for termination of this contract.

SECTION XVI
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties.

SECTION XVII
GOVERNING LAW

This Agreement will be governed by the laws of the State of Louisiana. The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana and Parish of Ouachita.

EXECUTED this _____ day of _____, 2021.

ATTEST:

Witness: _____
Signature

By: _____

James D. Ross, PE, President
LJA Engineering, Inc.

Print

Witness: _____
Signature

Print

ATTEST:

Witness: _____
Signature

Print

Owner
Mayor Friday Ellis

Witness: _____
Signature

Print



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(jes) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston TX 77024

INSURED
LJAENGIN
LJA Engineering, Inc.
Additional Named Insureds Below
3600 W Sam Houston Parkway S, Suite 600
Houston TX 77042

CONTACT NAME: Shelly Brandman/Michelle Weweh
PHONE (A/C No.): 713 490-4600
FAX (A/C No.):
E-MAIL ADDRESS: shelly.brandman@usi.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Hartford Casualty Insurance Company NAIC # 29424
INSURER B: Hartford Fire Insurance Company 19682
INSURER C: Texas Mutual Insurance Company 22945
INSURER D: Lexington Insurance Company 19437
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 627198258 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Det: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		61UUNDD3469	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	X AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> BI/PP Det: 10,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY 10,000		61UENDD9226	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		61XHUUH0569	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0002002511	9/1/2020	9/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$5,000,000 Per Claim \$5,000,000 Annl Aggr.
D	Professional Liability		031565496	9/1/2020	9/1/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:

Berg-Oliver Associates, Inc.; 14701 St. Mary's Lane, Suite 400; Houston, TX 77079
 Horizon Environmental Services, Inc.; 1507 South IH 35; Austin, TX 78741
 LJA Infrastructure, Inc.; 2929 Briarpark Drive, Suite 600; Houston, TX 77042

See Attached...

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Monroe
1350 Grammont Street
Monroe LA 71201

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY USI Southwest		NAMED INSURED LJA Engineering, Inc. **Additional Named Insureds Below** 3600 W Sam Houston Parkway S, Suite 600 Houston TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER		NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

LJA Rail, LLC; 2929 Briarpark Drive, Suite 320; Houston, TX 77042

LJA Surveying, Inc.; 2929 Briarpark Drive, Suite 175; Houston, TX 77042

LJA Builds, Inc.; 2929 Briarpark Drive, Suite 320; Houston, TX 77042

LJA Environmental Services, LLC; 2929 Briarpark Drive, Suite 600; Houston, TX 77042

David C. Baldwin, Inc. dba DCBA Landscape Architecture; 730 E. Park Blvd; Plano, TX 75704

General Liability Maximum Annual Aggregate limit \$10,000,000

All policies listed (except for Work Comp and Professional Liability) include an automatic Additional Insured that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured per policy forms HG0001 09/16 (includes ongoing operations) & CG2038 04/13 (GL); HA9916 03/12 (AL); XL0003 09/16 (UL).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by a written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation when required by written contract executed prior to a loss per policy forms HG0001 09/16 (GL); HA9916 03/12 (Auto); XL0003 09/16 (UL); and WC420304B (WC).

The Umbrella Liability policy follows form to the underlying General, Automobile and Employers Liability policies.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE PURCHASE OF JOHN DEERE 6105E Cab Tractor and JOHN DEERE M20 Flex Wing Rotary FOR THE MONROE REGIONAL AIRPORT OFF OF STATE CONTRACT AND FURTHER PROVIDING WITH RESPECT THERE TO:

WHEREAS, the above-named equipment will be purchased off of State of Louisiana Contract Number 4400018122;

WHEREAS, the John Deere 6105E Cab Tractor and John Deere M20 Flex Wing Rotary will be utilized by the Monroe Regional Airport; and

WHEREAS, the total cost of the John Deere 6105E Cab Tractor and John Deere M20 Flex Wing Rotary is \$91, 247.74. The funds were budgeted for this amount in the Capital Fund 6000-6700.001.

NOW, THEREFORE BE IT RESOLVED that Stacey Rowell, Director of Administration, is authorized to enter into and sign all necessary documents to purchase the above-named equipment off State Contract No. 4400018122.

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.

CITY CLERK

CHAIRMAN



YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- Shipping address
- Billing address
- Vendor: John Deere Company
- 2000 John Deere Run Cary,
NC 27513
- Contract name and/or number
- Signature
- Tax exempt certificate, if applicable

For any questions, please contact:

Ted White

Goldman Equipment, L.L.C.
706 N. Main Street
Farmerville, LA 71241

Tel: 318-368-3070
Fax: 318-368-3072
Email: twite@goldmangreen.com

The John Deere Government Sales Team



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Goldman Equipment, L.L.C.
706 N. Main Street
Farmerville, LA 71241
318-368-3070
waterproof@goldmangreen.com

Quote Summary

Prepared For:
City Of Monroe
LA

Delivering Dealer:
Goldman Equipment, L.L.C.
Ted White
706 N. Main Street
Farmerville, LA 71241
Phone: 318-368-3070
twhite@goldmangreen.com

*Always ask CUSTOMER for valid E-MAIL Account
*Current Farm exemption must be on file or Attached to current sale.
Quote ID: 22969358
Created On: 15 October 2020
Last Modified On: 07 January 2021
Expiration Date: 16 November 2020

* FOR USED EQUIPMENT ONLY

Customer acknowledges that there is "NO" warranty on any used equipment. Customer acknowledges that no warranty has been implied nor have there been any warranties of merchantability, fitness and latent defects, and all implied warranties of merchantability, fitness and latent defect are specifically waived by customer as well as any claims related thereto. Equipment is sold "As is" with no exceptions unless specified otherwise with written exceptions from Goldman Equipment.

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp) Contract: LA JD Brand Name Ag Equip 4400018122 (PG A4 CG 22) Price Effective Date: September 25, 2019	\$ 66,712.84	X 1 =	\$ 66,712.84
JOHN DEERE M20 Flex wing Rotary Cutter Contract: LA JD Brand Name Ag Equip 4400018122 (PG A4 CG 22) Price Effective Date: September 17, 2019	\$ 24,534.90	X 1 =	\$ 24,534.90
Equipment Total			\$ 91,247.74

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 91,247.74

Trade In

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Goldman Equipment, L.L.C.
706 N. Main Street
Farmerville, LA 71241
318-368-3070
waterproof@goldmangreen.com

SubTotal	\$ 91,247.74
Est. Service Agreement Tax Total	\$ 0.00
Down Payment	\$ 91,247.74
Rental Applied	(0.00)
Balance Due	(0.00)
	\$ 91,247.74

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 22969358 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Goldman Equipment, L.L.C.
706 N. Main Street
Farmerville, LA 71241
318-368-3070
waterproof@goldmangreen.com

JOHN DEERE 6105E Cab Tractor (87 PTO hp)

Hours:

Stock Number:

Contract: LA JD Brand Name Ag Equip 4400018122 (PG A4 CG 22)

Price Effective Date: September 25, 2019

Selling Price *
\$ 66,712.84

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
332RP	6105E Cab Tractor (87 PTO hp)	1	\$ 78,177.00	22.00	\$ 17,198.94	\$ 60,978.06	\$ 60,978.06
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0521	Cab MFWD 2-SCV 12F/12R PowrReverser Air Seat Value Package	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1383	12F/12R PowrReverser Transmission (19mph/30kmh) - MFWD Axle	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2130	Air Suspension Seat with Swivel (MSG 95)	1	\$ 912.00	22.00	\$ 200.64	\$ 711.36	\$ 711.36
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	\$ 394.00	22.00	\$ 86.68	\$ 307.32	\$ 307.32
4020	Heavy Duty Hitch	1	\$ 394.00	22.00	\$ 86.68	\$ 307.32	\$ 307.32
4120	Two Telescopic Draft Links	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4320	Heavy Duty Drawbar	1	\$ 254.00	22.00	\$ 55.88	\$ 198.12	\$ 198.12
4421	Sway Bars	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5221	420/85/R38 In. 8PR R1 Radial	1	\$ 452.00	22.00	\$ 99.44	\$ 352.56	\$ 352.56
6220	380/85R24 In. 8PR R1 Radial	1	\$ 154.00	22.00	\$ 33.88	\$ 120.12	\$ 120.12
8911	3-Function Mechanical Independent Control Valve Loader Ready	1	\$ 4,741.00	22.00	\$ 1,043.02	\$ 3,697.98	\$ 3,697.98

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 22969358 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Goldman Equipment, L.L.C.
706 N. Main Street
Farmerville, LA 71241
318-368-3070
waterproof@goldmangreen.com

Standard Options Total	\$ 7,301.00	\$ 1,606.22	\$ 5,694.78	\$ 5,694.78
Value Added Services Total	\$ 0.00		\$ 0.00	\$ 0.00
Waste Tire Fee	1	40.00	40.00	40.00
Equipment Fees Total		\$ 40.00	\$ 40.00	\$ 40.00
Total Selling Price	\$ 85,518.00	\$ 18,805.16	\$ 66,712.84	\$ 66,712.84

JOHN DEERE M20 Flex wing Rotary Cutter

Equipment Notes:

Hours:

Stock Number:

Contract: LA JD Brand Name Ag Equip 4400018122 (PG A4 CG 22)

Price Effective Date: September 17, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	Selling Price *
2320P	M20 Flex wing Rotary Cutter	1	\$ 30,426.00	22.00	\$ 6,693.72	\$ 23,732.28	\$ 23,732.28	
Standard Options - Per Unit								
0202	United States	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
1200	Spring suspension	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2501	Blade pan - 125 hp	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3035	6 Foam-Filled Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 359.00	22.00	\$ 78.98	\$ 280.02	\$ 280.02	\$ 280.02
3511	540 RPM DriveLine - Cat 6	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3602	540 RPM - 125 hp Gearbox - Commercial duty	1	\$ 670.00	22.00	\$ 147.40	\$ 522.60	\$ 522.60	\$ 522.60
5110	Clevis hitch	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
5280	Rigid casting tongue	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 1,029.00		\$ 226.38	\$ 802.62	\$ 802.62	\$ 802.62
Total Selling Price			\$ 31,455.00		\$ 6,920.10	\$ 24,534.90	\$ 24,534.90	\$ 24,534.90

Confidential



STATE OF LOUISIANA Competitive Contract

Vendor: 310013986
Company
JOHN DEERE COMPANY
2000 JOHN DEERE RUN
CARY NC 27513
Phone : 8003585010
Fax : 3097492313

T Number: 92385
Version: 3
LAPS Contract: Yes
Fiscal Year: 2020
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:Yes
Co-op Agreement:Yes

Contract number: 4400018122
Description: JOHN DEERE BN AGRICULTURAL
EQUIPMENT

Buyer Information
Name: CHASITY AUSTIN
Tel Number: 225-342-3595
Email: chasity.austin@la.gov

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
11/01/2019 - 10/31/2021

Supplier Text: This is a Statewide Contract for the State of Louisiana to furnish John Deere Brand Name Agricultural Equipment, attachments, and accessories. This contract is effective for a period beginning November 1, 2020 - October 31, 2021. At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for one (1) additional twelve (12) month period at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

Please refer to the contract documents for complete information.

Contract Documents Include:
Attachment A - Standard Terms and Conditions - Pages 1-4
Attachment B - Special Conditions - Pages 1-2
Attachment C - General Conditions - Page 1

** This contract will be limited to items with an individual net price of \$100,000 or less.**

Please note that this contract does not cover parts.

Contractor agrees to LAC 34:V.1709 - This is a LaPS contract.

Where a LaPS Contract exists for the same or similar item(s), i.e. routers, fire trucks, microcomputers, etc. and the total procurement exceeds \$25,000.00, all eligible users of these contracts are to utilize the rules attached in OSP Memorandum 08-02 (Title 34).

LaPS Contracts are maintained on the following website:

Recommending Approval: _____	Approved by: _____
------------------------------	--------------------

<https://www.doa.la.gov/osp/contracts/LaPContracts.pdf>

Notice to Vendor:

Line	Material No. Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1		John Deere BN Ag Equip Acc & Att	21101700		0.00000	

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.
8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 38:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION; OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400018122
T. Number: 92385

Vendor: 310013986
Distributor Contract NO.

Page
4 of 4

TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

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 THE ISSUANCE OF A SELF-FUELING PERMIT AT THE MONROE REGIONAL AIRPORT TO DAVEAIR LLC, WHEREIN PERMIT WILL BE FOR A PERIOD OF TWELVE MONTHS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that a Self-Fueling Permit may be issued to DaveAir, LLC for a period of twelve months as outlined in the attached permit.

BE IT FURTHER RESOLVED, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute said Self-Fueling Permit with DaveAir LLC, a copy which is attached hereto.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of Monroe, 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

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 MAYOR FRIDAY ELLIS TO APPLY FOR AND ACCEPT A FIRE PREVENTION AND SAFETY GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF THREE THOUSAND (3,000) SMOKE ALARMS AND FURTHER PROVIDING WITH RESPECT THERETO:

BE IT RESOLVED, by the City Council, in legal and regular session convened, that Friday Ellis, Mayor, be and he is hereby authorized and empowered to apply for and accept a Fire Prevention and Safety Grant through the Federal Emergency Management Agency for the Monroe Fire Department in the total amount of \$74,970.

BE IT FURTHER RESOLVED, that said grant will be attached hereto and made a part hereof upon filing.

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



MONROE FIRE DEPARTMENT
 1810 Martin Luther King Jr. Blvd.
 Monroe, LA 71202
 (318) 329-2474 Office (318) 329-4189 Fax



Terry L. Williams
 Fire Chief

Friday Ellis
 Mayor

Deputy Fire Chiefs
 Chief David Anthony
 Chief Kenny Menyweather
 Chief Perry Jeselink
 (318) 329-2491

To: Carolus Riley,
 City Council Clerk

From: Terry L. Williams, Fire Chief

Communication
 Chief Ocie Jones
 (318) 329-2514

Subject: Fire Prevention and Safety Grant Request

Date: February 1, 2021

Training
 Chief Edward Chisley
 (318) 329-2635

Investigations
 Chief Tommy James
 (318) 329-2650

Prevention
 Chief Terrance Taylor
 (318) 329-3424

Maintenance
 Chief Clifton Corbin
 (318) 329-2473

Administrative
 Assistant to the
 Fire Chief
 Chief Bronson Moss
 (318) 329-2481

Budget
 Administrator
 Monica Brown
 (318) 812-3165

Secretary to the
 Fire Chief
 Becky Bailey
 (318) 329-2474

Please place onto the next regularly scheduled council agenda a resolution authorizing Mayor Friday Ellis to apply for and accept an Fire Prevention and Safety Grant (FP&S) through the Federal Emergency Management Agency (FEMA) for the purchase of three thousand (3,000) smoke alarms for the purpose of continuing the community risk reduction-smoke alarm campaign.

Fiscal Impact Statement

Federal Share	\$ 71,400.00
Applicant Share	\$ 3,570.00
Federal Rate Sharing (%)	95/5
Total Budget	\$ 71,400

The applicant share funds will be deducted from the Monroe Fire Department's 2% Fire Insurance fund, which is projected to have a balance of \$399,412.59 in June of 2021. The remaining balance after the reduction from prior grants and this one will be \$373,721.60.

Thank you for your assistance.

Cc: Friday Ellis, Mayor
 Douglas Harvey, Council Chairman
 Stacey Rowell, Director of Administration
 Angie Sturdivant, City Attorney

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 MAYOR FRIDAY ELLIS TO APPLY FOR AND ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON BEHALF OF THE MONROE FIRE DEPARTMENT FOR FUNDING TO PURCHASE PORTABLE RADIOS AND FURTHER PROVIDING WITH RESPECT THERETO:

BE IT RESOLVED, by the City Council, in legal and regular session convened, that Friday Ellis, Mayor, be and is hereby authorized and empowered to apply for and accept an Assistance to Firefighters Grant, through the Federal Emergency Management Agency (FEMA), to fund the purchase of 52 portable radios. The total cost of the radios will be \$226,863.52, with the federal share being \$206,239.56, and the applicant share being \$20,623.96.

BE IT FURTHER RESOLVED, that said grant will be attached hereto and made a part hereof upon filing.

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



Terry L. Williams
Fire Chief

Deputy Fire Chiefs
Chief David Anthony
Chief Kenny Menyweather
Chief Perry Jeselink
(318) 329-2491

Communication
Chief Ocie Jones
(318) 329-2514

Training
Chief Edward Chisley
(318) 329-2635

Investigations
Chief Tommy James
(318) 329-2650

Prevention
Chief Terrance Taylor
(318) 329-3424

Maintenance
Chief Clifton Corbin
(318) 329-2473

Administrative Assistant to the Fire Chief
Chief Bronson Moss
(318) 329-2481

Budget Administrator
Monica Brown
(318) 812-3165

Secretary to the Fire Chief
Becky Bailey
(318) 329-2474



MONROE FIRE DEPARTMENT
1810 Martin Luther King Jr. Blvd.
Monroe, LA 71202
(318) 329-2474 Office (318) 329-4189 Fax

Friday Ellis
Mayor

To: Carolus Riley,
Council Clerk

From: Terry Williams, Fire Chief

Subject: Assistance to Firefighters Grant Request

Date: February 1, 2021

Please place onto the next regularly scheduled council agenda a resolution authorizing Mayor Friday Ellis to apply for and accept an Assistance to Firefighters Grant, through the Federal Emergency Management Agency (FEMA), to fund the purchase of 52 portable radios. The total cost of this equipment is \$226,863.52. The Federal share will be \$206,239.56 and the applicant share will be 10% of the federal share, which is \$20,623.96.

Total Federal and Applicant Share

Federal Share

\$206,239.56

Applicant Share

\$20,623.96

Total

\$226,863.52

The applicant share funds will be deducted from the Monroe Fire Department's 2% Fire Insurance fund, which is projected to have a balance of \$399,412.59 in June of 2021. The remaining balance after the reduction from this grant will be \$378,788.63.

Thank you for your assistance.

Cc: Friday Ellis, Mayor
Doug Harvey, Council Chairman
Stacey Rowell, Director of Administration
Angie Sturdivant, City Attorney

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 STACEY ROWELL TO EXECUTE CHANGE ORDER NUMBER 3 (FOR BREARD/BETIN STREET FIRE STATION #5) BETWEEN THE CITY OF MONROE AND MANN'S CONSTRUCTION INC. FOR AN INCREASE IN THE CONTRACT TIME OF 129 DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered to execute Change Order No. Three (3) for the Breard/Betin St. Fire Station #5 Contract, between the City of Monroe and Mann's Construction Inc. for an increase in the contract time of 129 consecutive calendar days and further providing with respect thereto.

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

CHANGE ORDER

Project Name: **BETIN STREET FIRE STATION
FOR THE CITY OF MONROE**

Change Order #: Three (3)

Initiation Date: January 15, 2021

Address: 200 Betin Street
Monroe, La 71201

Architect's Project #: 2068

Contract for: Construction

Contractor: Mann's Construction, Inc.
509 Smith Street
West Monroe, LA 71292

Contract Date: September 25, 2019

You are directed to make the following changes to the Contract as indicated by the following:

SCOPE

1. **Section 00 02 00** – Supplementary Conditions.
 - A. Increase Contract time by eighty-one (81) consecutive calendar days, for adverse weather conditions.
 - B. Increase Contract time by forty-eight (48) consecutive calendar days, for delays with utility service connections.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time. *Not valid until signed by both the Owner and Architect.*

The original Contract Sum was

\$ 2,145,000.00

Net change by previously authorized Change Orders

\$ 128,710.00

The Contract Sum prior to this Change Order was

\$ 2,273,710.00

The Contract Sum shall remain the same.

The **Contract Time** shall be **increased** by **129** consecutive calendar days.

Therefore, the new **Substantial Completion Date** shall be **February 25, 2021**.

Architect

LAND 3 ARCHITECT INC
1900 Stubbs Ave., Suite A
Monroe, LA 71201



by

1-28-21

date

Contractor

MANNS CONSTRUCTION, INC.
509 Smith Street
West Monroe, LA 71292



by

1-28-21

date

Owner

CITY OF MONROE
P.O. Box 123
Monroe, LA 71201-0123

by

date

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING THE APPOINTMENT OF CHIEF TERRY WILLIAMS TO THE AMBULANCE SERVICE ADVISORY BOARD AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, in accordance with Monroe City Code Ordinance 5-22, a member of the Ambulance Service Advisory Board (the "Board") shall be appointed by the Mayor;

WHEREAS, Chief Terry Williams has been serving on the Board and Mayor Friday Ellis desires for Chief Williams to continue to serve on the Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, Louisiana in legal session convened:

That Chief Terry Williams is hereby re-appointed as a member of the Ambulance Service Advisory Board.

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 February 2021.

CITY CLERK

CHAIRMAN

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 FIRE CHIEF TERRY WILLIAMS TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF MONROE AND THE WORKFORCE DEVELOPMENT BOARD AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Workforce Development Board has awarded a Training Contract grant to the City of Monroe Fire Department;

WHEREAS, under the agreement, the Workforce Development Board will pay 50% of thirteen firefighter recruits' salaries for six months;

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

That Chief Terry Williams is hereby authorized to execute an agreement with the Workforce Development Board as outlined in the attached agreement.

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 February, 2021.

CITY CLERK

CHAIRMAN

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND DIXIE OVERLAND CONSTRUCTION, LLC, FOR THE TEXAS LIFT STATION BAR SCREEN REPLACEMENT PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Dixie Overland Construction, LLC, for the Texas Lift Station Bar Screen Replacement Project, be and at the same time is hereby accepted as substantially complete.

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

BE IT FURTHER RESOLVED that a City of Monroe authorized representative, be and is authorized and empowered to execute a certificate of substantial completion with Dixie Overland Contraction, LLC, on behalf of the City of Monroe for said work.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

**CITY OF MONROE
TEXAS AVENUE SEWER LIFT STATION IMPROVEMENTS
MECHANICAL BAR SCREEN REPLACEMENT
DE PROJECT NO. 20-02-08**

PUNCH LIST

1.	Install loose wires (3 locations) in dummy junction box for future use.	\$ 500.00
2.	Smooth and re-grade rock at bypass pipe and temporary pump location.	\$ 500.00
3.	Open existing flow control gate to wide open position.	\$ 250.00
4.	Provide Operation and Maintenance manuals for new screen.	\$ 500.00
5.	Contractor to supply "As-Built" plans.	\$ 500.00
	TOTAL	<u>\$ 2,250.00</u>

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 THE AUTHORIZED CITY REPRESENTATIVE TO ADVERTISE FOR QUOTES ON THE SOLAR SCHOOL ZONE FLASHING TRAFFIC SIGNS PROJECT.

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 advertise for quotes on the Solar School Zone Flashing Traffic Signs Project.

BE IT FURTHER RESOLVED that the City of Monroe shall make the designations in accordance with state law for sales tax exempt purchases on this project.

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

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 FULTON DRIVE WATER & SEWER IMPROVEMENTS CONTRACT, BETWEEN THE CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC., FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$ _____ AND AN INCREASE IN THE CONTRACT TIME OF _____ 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 Don M. Barron Contractors, Inc., for an increase in the contract amount of _____ and an increase in the contract time of _____ 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

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

An amendment to the Zoning Map to zone a ±1.2-acre tract of land located in Ouachita Parish from I-1, Commercial/Industrial Business Park District to R-4, High Density Multi-Family Residential District in order for the applicant to be able to develop duplexes at this location.

A lot in the southwest corner of 20th Street and Grammont Street and fronting 291.33 feet on the southside of Grammont Street, depth to Missouri Pacific Railroad and that part south 20th Street revoked Book 1213-604

AND

A lot beginning 291.33 west of the intersection of Grammont Street and 20th Street, west along Grammont Street 79 feet depth 175 feet.

And otherwise known as 2000 Grammont Street

APPLICANT: Blaze Thomas, (MA 100-21)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 7-0-1 vote. The applicant wishes to develop this vacant property for duplexes. The I-1, Commercial/Industrial Business Park District does not allow for this type of use. The R-4, High Density, Multi-Family District is the appropriate zoning district for the development of duplexes.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±1.2 acres previously described to R-4, High

Density Multi Family Residential District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 9th day of February 2021.
NOTICE PUBLISHED on the _____ day of _____ 2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2021.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

February 1, 2021

MONROE, LOUISIANA

CITY HALL

RE: MA 100-21

APPLICANT: Blaze Thomas

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Charles Scott

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 rezoning of 2000 Grammont from I-1, Commercial/Industrial Business Park District to R-4, High Density, Multi Family Residential District in order to develop duplexes at this location.

There was a majority vote of 7-0-1 for approval by the Planning Commission.

**City of Monroe
Planning Commission**

Case No.: MA 100-21
Name of Applicant: Blaze Thomas
Address of Property: 2000 Grammont Street
Size of Property: ±1.15 acres
Proposed Zoning: I-1, Commercial/Industrial Business Park
Present Zoning: R-4, High Density Multi-Family District
Council District: 3
Future Land Use: Industrial
Consistent to the Comprehensive Plan: No

REQUEST: A request to rezone 2000 Grammont Street from I-1, Commercial/Industrial Business Park to R-4, High Density Multi Family Residential.

PRESENT USE: Vacant building and land.

MOST NEARLY BOUNDED BY (STREETS):

North of and west of railroad tracks; south of and fronting upon Grammont Street; and east of N 18th Street.

SURROUNDING LAND USES: The surrounding land use consists of residential to the south; vacant land to the north; Bethel Baptist Church to the east; and Liberty.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES: The change in zoning will allow for additional residential development.

COMMENTS/RECOMMENDATIONS:

The applicant would like to rezone this property in order to develop duplexes on it. The property is currently zoned industrial which does not allow for this type of development. The property touches a R-4, High Density Multi-Family District to the north and south, so the district can be extended. He has developed duplexes on property further down on Grammont Street and would like to continue this development.

The **Future Land Use Classification** for this area is **Industrial**. *Industrial* are areas that include a wide range of employment-generating office, light industrial, manufacturing, processing, and warehouse uses. This development is not consistent with the comprehensive plan. However, the area has not developed as such. The comprehensive plan needs to be updated

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

- a. The proposed map amendment is consistent with the pertinent elements of the **City of Monroe Comprehensive Plan** and any other adopted plans.
- b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- d. The site is appropriate for the development allowed in the proposed district.
- e. There are substantial reasons why the property cannot be used according to existing zoning.
- f. 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.
- g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

Effect of Denial

The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING SECTION 15-16 SECTION (A) AND DELETING SUB SECTIONS (1) AND (2), OF CHAPTER 15 ENTITLED "FIRE PREVENTION AND PROTECTION", OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, LA, in legal and regular session convened, that section 15-16 (A) of Chapter 15, entitled "Fire Prevention and Protection", of the City of Monroe Code, be and is hereby amended to read the following and delete subsections (1) and (2):

"Sec. 15-16 Adopted.

(a) There is hereby adopted for the purposes of prescribing regulations governing conditions hazardous to life and property from fire or explosion, the most current edition of that certain code known as the National Fire Protection Association's Fire Prevention Code and all referenced codes, except such portions as are hereinafter deleted, modified or amended by this chapter, and the same is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this section takes effect the provisions thereof shall be controlling within the limits of the city.

- (1) ~~The NFPA 1—Fire Prevention Code, 2018 Edition~~
- (2) ~~The NFPA 101—Life Safety Code, 2018 Edition~~

BE IT FURTHER ORDAINED, that this amendment shall become effective immediately upon adoption.

ORDINANCE INTRODUCED on the ____ day of _____ 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.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO



Terry L. Williams
Fire Chief

Deputy Fire Chiefs

Chief David Anthony
Chief Kenny Mennyweather
Chief Perry Jeselink
(318) 329-2491

Communication

Chief Ocie Jones
(318) 329-2514

Training

Chief Edward Chisley
(318) 329-2635

Investigations

Chief Tommy James
(318) 329-2650

Prevention

Chief Terrance Taylor
(318) 329-3424

Maintenance

Chief Clifton Corbin
(318) 329-2473

Administrative

Assistant to the

Fire Chief

Chief Bronson Moss
(318) 329-2481

Budget

Administrator

Monica Brown
(318) 812-3165

Secretary to the

Fire Chief

Becky Bailey
(318) 329-2474

MONROE FIRE DEPARTMENT

1810 Martin Luther King Jr. Blvd.
Monroe, LA 71202
(318) 329-2474 Office (318) 329-4189 Fax



Friday Ellis
Mayor

To: Carolus Riley,
City Council Clerk

From: Terry L. Williams
Monroe Fire Chief

Date: February 3, 2021

Re: Ordinance amending a section of Fire Prevention and Protection of the City of Monroe Code

Please place onto the next regularly scheduled council agenda an ordinance amending section 15-16 and deleting subsections (1) and (2) of chapter 15 entitled "Fire Prevention and Protection" of the City of Monroe Code.

This change will allow for adoption of the most current National Fire Protection Association's Code.

Thank you for your assistance.

Cc: Friday Ellis, Mayor
Douglas Harvey, Council Chairman
Stacey Rowell, Director of Administration
Angie Shurdivant, City Attorney