AGENDA
City of Monroe

LEGAL & REGULAR SESSION – MAY 11, 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 APRIL 27, 2021:
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 408 North 25th Street (D2) (Evelyn Burrell c/o the estate of Evelyn Burrell, Lavargne Gunn)(Non-curator - OPPJ)

2. 404 Hippolyte Avenue (D4) (E. L. Hilton, Herbert B & Alma Ethel Trim)

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Chennault Golf Course (Mayor’s Cup-Charity Golf Tournament) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Exhibition Reception for Letitia Huckaby: Parish) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.
(c) Adopt a Resolution authorizing Proworks Productions, LLC to provide Video and Television Professional Services for the Monroe City Council, and further providing with respect thereto. (Harvey)

2. Department of Administration:
   Public Comment:
   None.

3. Department of Planning & Urban Development:
   Public Comment:

   (a) Adopt a Resolution authorizing Friday Ellis, Mayor, permission to substantial amend the FY 2019 Annual Action Plan & FY 2020-2024 Consolidated Plan to expend round 3 of CDBG Coronavirus Aid, Relief & Economic Security (CARES) Act Funding to address health and safety concerns related to COVID-19 activities in the amount of $383,763.00 from the CDBG CARES Act Funding, and further providing with respect thereto.

   (b) Consider request from Shandez Carter for a Major Conditional Use Permit for Victory Truth Temple that authorizes the use of the location (304 Texas) to operate as a House of Worship. The Comprehensive Zoning Ordinance allows a House of Worship as a Major Conditional Use in the B-3, General Business/Commercial District. Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.

4. Legal Department:
   Public Comment:
   None.

5. Mayor's Office:
   Public Comment:

   (a) Adopt a Resolution approving the appointment of _______ Chap Breard _______ to the Monroe Capital Infrastructure Commission and further providing with respect thereto.

6. Department of Public Works:
   Public Comment:
   None.

7. Department of Community Affairs:
   Public Comment:

   (a) Adopt a Resolution authorizing a designated city representative to execute Change Order Number 2 (Masur Museum of Art Storm Damage Repairs) between the City of Monroe and Grindstone Construction LLC for a $2,900 increase in the contract amount and further providing with respect thereto.

8. Police Department:
   Public Comment:
   None.

9. Fire Department:
   Public Comment:

   (a) Adopt a Resolution authorizing Stacey Rowell, Director of Administration on behalf of the Monroe Fire Department to execute an Act of Substantial Completion to the Breard/Betin St. Fire Station #5 Contract.
(b) Adopt a Resolution authorizing Stacey Rowell, Director of Administration on behalf of the Monroe Fire Department to execute Change Order No. Four (4) to the Breard/Betin St. Fire Station #5 Contract.

10. **Engineering Services:**
   **Public Comment:**

   (a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Womack & Construction Group, Inc., for the H.013937 Kansas Lane Extension Clearing & Grubbing Project, and further providing with respect thereto.

   (b) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. Three (3) to the Water Distribution System Improvements Contract, between the City of Monroe and Jabar Corporation, for an increase in the contract time of 32 days and further providing with respect thereto.

   (c) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. Two (2) to the repairs to Bayou Bartholomew Pump & Motor No. 1 Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contact amount of $1,982.95 and an increase in the contract time of 67 days and further providing with respect thereto.

   (d) Adopt a Resolution authorizing an authorized city representative, to enter into and execute a Professional Services Agreement with Quaternary Resource Investigations, LLC (QRI), to provide Surveying Services with GPR of certain structures along the Ouachita River and further providing with respect thereto.

**BREAK IF NEEDED:**

**IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:**

**Public Comment:**

(a) Introduce an Ordinance adopting the Authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2021. (Admin.)

(b) Introduce an Ordinance amending Chapter 10.5 Section 23 of the Monroe City Code Entitled “Electronic Video Bingo Machines” and further providing with respect thereto. (Woods)

(c) Introduce an Ordinance declaring certain immovable property in Monroe bearing municipal address 908 Rogers St. as no longer being needed for public use and authorizing the same to be sold to Mayland’s Investments, Karen Mayfield and Brittany Mayfield, pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)

(d) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Charles Wilson, Jr. all rights, title, and interest that the City may have acquired to the Lot 4, Square 3, Edwards Addition, Ouachita Parish, 2806 Coolidge St., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2011, and further with respect thereto. (Legal)

(e) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Shirley Dunn all rights, title, and interest that the City may have acquired to the Lot 14, Square 95, D. A. Breard Sr.’s Addition, Ouachita Parish, 1515 Breard St., District 3, Monroe, La, by Adjudication at Tax Sale dated August 1, 2014, and further with respect thereto. (Legal)

(f) Introduce an Ordinance declaring certain immovable property in Monroe bearing municipal address 910 North 9th St. as no longer being needed for public use and authorizing the same to be sold to Wolf Development LLC, pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)
(g) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice of a Public Hearing to rezone a ±9-acre tract of land located in Ouachita Parish from B-3, General Business/Commercial to B-1, Neighborhood Mixed Use District in order for the applicant to be able to develop the area with residential lots and a commercial strip - 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition) – APPLICANT: Cedrick Hemphill - (P&Z)

(h) Introduce an Ordinance contracting the boundaries of the City of Monroe, Louisiana, providing for the recodification of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant – City of Monroe. (P&Z)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally Adopt an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana to zone a ±4.4-acre tract of land located in Ouachita Parish from B-1, Neighborhood Mixed Use District to B-2, Neighbor Business District in order for the applicant to be able to develop the area with uses such as full-service restaurants and multi-family housing. 1203 and 1207 DeSiard Street, 700-716 Adams Street, 709 Adams Street, 1212 Washington Street, and Lots 1-4, Square 40 Filhiols First Addition – APPLICANT: Michael Echols and City of Monroe – (P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally Adopt an Ordinance declaring certain immovable property in the Monroe Air Industrial Park as not being needed for public use and authorizing the same to be sold at private sale to the Louisiana Department of Transportation and Development pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally Adopt an Ordinance authorizing the exchange of property between the City of Monroe and Scott Equipment Sales Company L.L.C. pursuant to La. R. S. 33:4712 and further providing with respect thereto. (Legal)

(d) Finally Adopt an Emergency Ordinance declaring the condition of the Texas to Standifer Sewer Trunk Line at the intersection of Standifer and Gordon an Emergency necessitating demolition, bypass and repair or replacement and other repairs further providing with respect thereto. (Eng. Dept.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.
Monroe City Council Legal and Regular Session
April 27, 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, April 27, 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. Carolus 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 done by Mrs. Ezernack’s designee, Mr. Tom Janway, and the Pledge of Allegiance led by Mrs. Ezernack.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey welcomed and thanked everyone for attending tonight’s meeting.

2. Mrs. Ezernack welcomed and thanked everyone for attending tonight’s meeting.

3. Ms. Woods welcomed all for being present as well as those watching on social media.

4. Mr. Marshall welcomed everyone for being present and those watching along on social media and for showing their concern of City issues.

5. Mrs. Dawson welcomed each one present; she thanked everyone for their participation during the Earth Day events at the Zoo and look forward to future events.

6. Mayor Ellis welcomed and thanked all for attending; Mayor Ellis attended meetings in Baton Rouge with the legislative delegation regarding capital outlay project initiatives and also met with the Governor; he thanked everyone for participating in the City’s Healthy Monroe initiative kickoff for Earth Day. He acknowledged Mrs. Hope Anderson Fruge and thanked her for putting together a fantastic event. Mayor Ellis commented on the City of Monroe’s fire truck donations to the volunteer fire department at Beekman and also to the Winnsboro Louisiana Fire Department. He recognized Angie O’Pry, business owner of Fiesta Nutrition Center and presented a Letter of Commendation for her services to our City and Region.

Upon a motion of Mrs. Dawson and a second by Mr. Marshall, the minutes of the Legal and Regular session of April 13, 2021 were unanimously approved with amended corrections. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Accept the Bid Proposal of Allen Enterprises, Inc., of Orlando Florida for Runway 14-32-L 880(L) PAPI Ref#2020-00000027 as recommended by the Director of Administration as meeting the specifications of this proposal. The Vendor meets the specifications of this proposal. The funds will be derived from the Monroe Regional Airport. The Tax and Revenue Division has confirmed that this bidder is tax compliant. (There were no public comments)
RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment: NONE.

Department of Administration: Public Comment: NONE.

Department of Planning & Urban Development: Public Comment: NONE.

Legal Department: Public Comment: NONE.

Mayor's Office: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to remove from the agenda to Adopt a Resolution approving the appointment of _____________ to the Monroe Capital Infrastructure Commission and further providing with respect thereto. (There were no public comments)

Department of Public Works: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7957, authorizing Mayor Friday Ellis to enter into and execute work authorization MLU-015 (Design) between the City of Monroe and KSA Engineers Inc. to rehabilitate Runway 4-22 at the Monroe Regional Airport, and further providing with respect thereto. (There were no public comments)

(b) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7958, accepting as substantially complete work on the expansion to the Administration Office at the WPCC by Benchmark Construction Group of La, LLC. and further providing with respect thereto.

Comments: Mrs. Vickie Kutzler inquired what was the WPCC office; Mr. Harvey explained it as being the administrative office building for the sewer department, the Water Pollution Control Center.

(c) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7959, authorizing a designated City representative to execute Closeout Change Order Number 2, (Office of Motor Vehicles Storm Damage Repairs) between the City of Monroe and Grindstone Construction LLC for a decrease in the contract amount of $1,166.50 and further providing with respect thereto. (There were no public comments)

(d) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7960, accepting as substantially complete work for the Office of Motor Vehicles Storm Damage Repairs by Grindstone Construction LLC 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.

Engineering Services: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7961, accepting as substantially complete work done by and between the City of Monroe and Don M. Barron Contractor, Inc., for the Fulton Drive Water & Sewer Improvements Project, and further providing with respect thereto. (There were no public comments)

(b) Upon a motion by Mrs. Ezernack, second by Mr. Marshall and unanimously approved to Adopt Resolution No. 7962, authorizing an authorized City representative, to execute Closeout 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 construction cost of $5,479.55 and an increase in the contract time of 57 days and further providing with respect thereto. (There were no public comments)
Monroe City Council Legal and Regular Session
April 27, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

(c) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7963, rescinding Resolution No. 7798 and approving the amendment in its entirety and authorizing an authorized City representative, to execute the amended Change Order No. Two (2) to the H.013937 Kansas Lane Extension Clearing & Grubbing Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract time of 281 days and further providing with respect thereto. (There were no public comments)

(d) Upon a motion by Mr. Marshall, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7964, rescinding Resolution No. 7847 and approving the amendment in its entirety and authorizing an authorized City representative, to execute the amended Change Order No. Three (3) to the H.013937 Kansas Lane Extension Clearing & Grubbing Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract amount of $130,951.66 and further providing with respect thereto. (There were no public comments)

Comments: Ms. Woods asked for explanation of item; Mr. Holland explained that the State did not like the setup and the City had to rescind and reconstruct the change order.

(e) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7965, authorizing an authorized City representative, to execute Change Order No. Four (4) to the Kansas Lane Extension Clearing & Grubbing SPN. H.013937 Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for a decrease in the contract amount of $75,535.80 and further providing with respect thereto. (There were no public comments)

(f) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7966, authorizing an authorized City representative, to enter into and execute a Contract with Miller Nictakis Group to provide professional grant writing & consulting services for the Raise Grant Project and further providing with respect thereto.

Comments: Mrs. Vickie Krutzer, inquired about what grant was being written by the firm; Ms. Golden commented that the Nictakis firm would be writing a grant for the funding of the Kansas Lane construction extension and the fee schedule is $5500, it includes writing the benefit cost analysis.

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Marshall and unanimously approved to Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice of a public hearing to zone a ±4.4-acre tract of land located in Ouachita Parish from B-1, Neighborhood Mixed Use District to B-2, Neighbor Business District in order for the applicant to be able to develop the area with uses such as full-service restaurants and multi-family housing. (There were no public comments)

Comments: Mrs. Ezernack asked if anyone had any objections to the item; Ms. Poret responded there was not.
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, Chairman Harvey closed the hearing.

(a) Upon a motion by Mrs. Ezernack, second by Mr. Marshall and unanimously approved to Finally Adopt Ordinance No. 12,048, authorizing the Lease of certain property at and near the Monroe Regional Airport to Johnson Ag Farms for Agricultural Land and further providing with respect thereto. (Airport) (There were no public comments)

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

(b) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved to Finally Adopt Ordinance No. 12,049, authorizing the City of Monroe to take Corpusoreal Possession of the property described below and sell to Heaven’s Bayou, LLC all rights, title, and interest that the City may have acquired to the west 1/3 of Lots 10, 11 & 12, Square 22, Renwicks Addition, Ouachita Parish, 2602 Maddox St., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2011, and further with respect thereto. (Legal) (There were no public comments)

Open Public Hearing/Public Comment/Close Hearing:

Chairman Harvey opened the public hearing:

1. Mrs. Vickie Krutzer asked for the reason of acquiring the property; Mrs. Sturdivant commented it was acquired for the purpose of extending the City cemetery.

Seeing no one else come forward, Chairman Harvey closed the hearing.

(c) Upon a motion by Mrs. Dawson, second by Mr. Marshall and unanimously approved to Finally Adopt Ordinance No. 12,050, authorizing the City of Monroe to acquire full ownership interest of the property described as lots 7 & 8, sq 14, Arents Resub Lot 14 & 15 Stubbs Youngs Bayou Addition, 108 & 110 s. 20th St, Monroe, La, by Adjudication at Tax Sale dated June 3, 2016, and further with respect thereto. (Legal) (There were no public comments)

(d) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Finally Adopt Emergency Ordinance No. 12,051, declaring the repair of the #4 Screw Pump at the Water Pollution Control Center (WPCC) an Emergency and necessitating immediate repair and further providing with respect thereto. (Public Wks.) (There were no public comments)
Monroe City Council Legal and Regular Session
April 27, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

CITIZENS PARTICIPATION:

1. Mr. Verbon Muhammad, citizen, commented regarding the death of a citizen, Mr. David Harris which occurred while he was in police custody.

2. Mrs. Vickie Krutzer, commented that she was proud of the City Council, the Mayor; there is a vibrant energy, and she is encouraged with the good things that are happening.

3. Mr. Montrell Alexander, citizen, commented regarding youth recreation at the community centers.

There being no further business to come before the Council, the meeting was adjourned at 6:33 p.m., upon a motion of Mrs. Dawson 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.
DATE:        April 27, 2021

TO:          CARLOS RILEY

FROM:        BROWNIE BARBO

RE:          CONDEMNATIONS FOR CITY COUNCIL ON MAY 11, 2021

Please place the following condemnations on the agenda for the City Council on May 11, 2021. (All are curatorships except where noted)

1. 408 North 25th Street (D2) (Evelyn Burrell c/o the estate of Evelyn Burrell, Lavargne Gunn)(Non-curator - OPPJ)

2. 404 Hippolyte Avenue (D4) (E. L. Hilton, Herbert B & Alma Ethel Trim)

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 _______________ who moved for its adoption and was seconded by _______________

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CHENNAULT GOLF COURSE (MAYOR'S CUP-CHARITY GOLF TOURNAMENT) PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Chennault Golf Course applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, “the Mayor's Cup-Charity Golf Tournament” hosted at the Chennault Park Golf Course, scheduled for May 21, 2021 for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of City of Monroe, Louisiana, in legal session convened, that the Chennault Golf Course, be and is hereby granted a permit for a special event, “the Mayor’s Cup-Charity Golf Tournament” hosted by the Chennault Park Golf Course, scheduled for May 21, 2021. The security and crowd control is being coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And Resolution was declared ADOPTED on the ______ day of ________, 2021.

_________________________
CHAIRMAN

_________________________
CITY CLERK
CITY OF MONROE
PRESENTS
MAYOR’S CUP
CHARITY GOLF TOURNAMENT
MAY 21, 2021
1:00 PM SHOTGUN START

All golfers are invited to participate in the Mayor’s Cup Charity Golf Tournament hosted at the Chennault Park Golf Course. Food and Prizes will be available, along with exciting opportunities. All proceeds will be collected and utilized for scholarship programs promoted by Mayor Ellis. The net proceeds will be used for scholarship awards for students attending any institute of higher learning in Louisiana.

Play and Win!
REGISTER TODAY
CHENNAULT PARK GOLF COURSE
8475 MILLHAVEN ROAD
MONROE, LA 71203

$100 PER PERSON
$400 FOURSOME

FOR MORE INFORMATION, CONTACT US:
318-329-2454
OR VISIT OUR WEBSITE: MONROELA.US
RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION (EXHIBITION RECEPTION FOR LETITIA HUCKABY: PARISH) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, “An Exhibition Reception for Letitia Huckaby: Parish” to be held at the Masur Museum, Thursday, May 27, 2021 from 5:30pm until 7:30p.m. The event will be held inside though people may walk around the grounds with their beverages. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, “An Exhibition Reception for Letitia Huckaby: Parish” to be held at the Masur Museum, Thursday, May 27, 2021 from 5:30pm until 7:30p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing 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
May 5, 2021

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, an exhibition reception for *Letitia Huckaby: parish* at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Thursday, May 27, 2021, from 5:30 pm until 7:30 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,

Evelyn Stewart, Director, Masur Museum of Art
**CERTIFICATE OF LIABILITY INSURANCE**

**TWINCITY01**

**DATE (MM/DD/YYYY)**: 5/4/2021

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) 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**

**THOMSON**

**P.O. Box 2110**

**Monroe, LA 71207**

**CONTACT NAME:**

**PHONE:** (318) 388-1472

**FAX:** (318) 388-1290

**EMAIL:** angela@tflins.com

**INSURER**

**Ohio Casualty Insurance Company**

**MRIC #:** 24074

**INSURED**

**Twin City Art Foundation**

**1400 South Grand**

**Monroe, LA 71202**

**COVERAGES**

**CERTIFICATE NUMBER:**

**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.**

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<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>DEP RETENTION$</td>
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<td>A</td>
<td>Liquor Liability</td>
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<td>BD0583486530</td>
<td>10/18/2020</td>
<td>Per Occurrence</td>
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<td>CLAIMS-MADE</td>
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<td>DEP RETENTION$</td>
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</tbody>
</table>

**DESCRIPTION OF OPERATIONS BELOW**

**CERTIFICATE HOLDER**

**CANCELLATION**

**City of Monroe Mascot Museum**

**1400 South Grand**

**Monroe, LA 71202**

**AUTHORIZED REPRESENTATIVE**

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

**ACORD 25 (2016/03)**

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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 PROWORKS PRODUCTIONS, LLC TO PROVIDE VIDEO AND TELEVISION PROFESSIONAL SERVICES FOR THE MONROE CITY COUNCIL, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Proworks Productions, LLC will produce two 30-minute television segments per month to air on KMCT and said segments will also be submitted to Channel 75; and

WHEREAS, the television air time will be deducted from the $1,500.00 monthly payments for a One (1) year service; and

WHEREAS, the City Council wishes to keep the public fully up to date and informed on all district matters and public concerns by approving the professional service agreement with Proworks Productions, LLC for a One (1) year term; and

BE IT FURTHER RESOLVED that the term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for one year from that date, subject to early termination as provided in the attached Agreement. The Agreement can be terminated prior to the contract date upon written notice to Proworks Productions, LLC under the following conditions:

1. If services are not being rendered, and
2. If the services are not satisfactory to the Council.

NOW, THEREFORE BE IT RESOLVED, that the Monroe City Council in legal and regular session convened, do hereby authorize the Council Chairman to execute the attached Professional Services Agreement with Proworks Productions, LLC.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ______ day of May 2021.

________________________
CHAIRMAN

________________________
CITY CLERK
PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

MONROE CITY COUNCIL AND PROWORKS PRODUCTIONS, LLC

This contract hereby authorizes Proworks Productions, LLC to provide video and television professional services for the Monroe City Council.

Services Provided

Proworks Productions, LLC will produce two 30-minute television segments per month to air on KMCT and said segments will also be submitted to Channel 75.

The total segments produced by Proworks Productions, LLC will be two video segments per month per councilperson.

The City Council wishes to keep the public fully up to date and informed on all district matters and public concerns by approving the professional services agreement with Proworks Productions, LLC.

Terms of Agreement

The term of this agreement will begin on the date signed and will remain in full force and effect for one (1) year from the date of signing. The Agreement is subject to early termination as provided hereinbelow.

The Agreement can be terminated prior to the contract date upon written notice to Proworks Production, LLC under the following conditions:

1. If services are not being rendered; or
2. If the services are not satisfactory to the Council.

Compensation

The television airtime will be deducted from the $1,500.00 monthly payments for the one (1) year contract. A detailed invoice shall be submitted describing dates and times in which video segments aired prior to payment being remitted.

IN WITNESS WHEREOF the parties have duly affixed their signatures hereinbelow.

MONROE CITY COUNCIL

PROWORKS PRODUCTIONS, LLC

BY: ___________________________ BY: ___________________________

Gretchen Ezernack, Chairperson Kita Wright
RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO.: ________________

The following Resolution was offered by Mr./Mrs. ___________________ moved for its adoption and was seconded by Mr./Mrs. ___________________.

A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, PERMISSION TO SUBSTANTIAL AMEND THE FY 2019 ANNUAL ACTION PLAN & FY 2020-2024 CONSOLIDATED PLAN TO EXPEND ROUND 3 OF CDBG CORONAVIRUS AID, RELIEF & ECONOMIC SECURITY (CARES) ACT FUNDING TO ADDRESS HEALTH AND SAFETY CONCERNS RELATED TO COVID 19 ACTIVITIES IN THE AMOUNT OF $383,763.00 FROM THE CDBG CARES ACT FUNDING, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened requesting permission to expend the Coronavirus Aid, Relief & Economic Security (CARES) Act CDBG Funds. CARES Act CDBG funds are to be used as specified under the terms and conditions of Notice to the Public of Five Day Comment Period & Substantial Amendment to the FY 2019 Annual Action Plan & Consolidated Plan FY 2020-2024, a copy of which is attached hereto and made a part hereof, by and is hereby accepted.

BE IT FURTHER RESOLVED that Friday Ellis, Mayor, be and is hereby authorized to expend these federal funds on behalf of the City of Monroe.

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
Notice to the Public of Five Day Comment Period
Substantial Amendment to the 2020-2024 Consolidated Plan & the FY 2019 Action Plan for the Community Development Block Grant Program (CDBG) Grant Program CARES Act Funding and Citizen Participation Plan

In accordance 24 CFR 91.05 (c)(2) and subpart B of the federal regulations relative to the City of Monroe’s Citizen Participation Plan and applicable waivers made available to those requirements through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the City of Monroe is preparing an amendment to the 2020-2024 Consolidated Plan & FY 2019 Annual Action Plan for the City of Monroe available to the public through this notice.

Due to the social distancing guidelines, the City Council meeting will be utilized to acknowledge the public hearing on May 11, 2021. However, the meeting will be streamed live via Facebook, and there will be an opportunity for the public to submit written comments on the Action Plan. **The comment period will begin on May 12th and ends on May 19, 2021.**

Members of the public who wish to submit their written comments on a listed agenda item must submit their comments at jawaun.downs@ci.monroe.la.us or by calling (318) 329-2256 for staff assistance.

This is an amendment to the 2020-2024 Consolidated Plan & FY 2019 Annual Action Plan will enable the City of Monroe to receive and administer **$383,763.00** in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) made available through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

Additional CDBG funding made available to the City by HUD through the CARES Act is unknown at this time. Still, it will be used for the same purpose as the initial allocations indicated above, which is to prevent the spread of coronavirus 19 (COVID-19) and facilitate assistance to eligible communities, households, and persons economically impacted by COVID-19.

Eligible CDBG activities include, but are not limited to, assisting low- and moderate-income households with minor rehabilitation, public facilities improvements, and new programs to prevent or respond to coronavirus.

Furthermore, the City of Monroe will reprogram unutilized CARES Act funding to public service, public facilities, and housing projects to address COVID-19 related issues.
The following activities will be supported by the CARES ACT funding:

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Project/Activity</th>
<th>Category:</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG CARES ACT COVID19</td>
<td>Public Facilities – Transit Division CBGD CARES Act will fund eighteen (18) locations with trash receptacles, three (3) sites with bus shelters &amp; solar lighting, &amp; 8’ shelter benches.</td>
<td>Public Facilities</td>
<td>$175,000</td>
</tr>
<tr>
<td>CDBG CARES ACT COVID19</td>
<td>Hosting Health Fairs with COVID-19 Vaccinations</td>
<td>Public Facilities</td>
<td>$15,000</td>
</tr>
<tr>
<td>CDBG CARES ACT COVID19</td>
<td>Mobile Library &amp; Mobile Activity Center</td>
<td>Public Facilities</td>
<td>$76,000</td>
</tr>
<tr>
<td>CDBG CARES ACT COVID 19</td>
<td>Minor Rehabilitation for covid related projects by improving ventilation, air quality &amp; overall quality of life.</td>
<td>Housing</td>
<td>$60,763</td>
</tr>
<tr>
<td>CDBG -CARES ACT COVID19</td>
<td>Program Administration, supplies &amp; Program Delivery Costs: CDBG CARE COVID19 Funds will be invested to utilize staff to address CDBG Administration - 15% cap of CDBG Grant Housing Delivery Costs</td>
<td>CDBG Administration</td>
<td>$57,000</td>
</tr>
<tr>
<td>CDBG Total:</td>
<td></td>
<td></td>
<td>$383,763</td>
</tr>
</tbody>
</table>

Written comments regarding the Substantial Amendment on the proposed usage of funds should be addressed to:
City of Monroe
Community Development
Jawaun Downs, Director
P. O. Box 123
Monroe, LA 71201-0123

Comments can also be emailed to jawaun.downs@ci.monroe.la.us.

All comments will need to be submitted by 5:00 p.m. May 19, 2021.

This notice is being posted at www.monroela.us/government/department/planning-urban-development on the __12th__ day of __May__, 2021.
Planning and Zoning

Division

MEMORANDUM

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

HOUSE OF WORSHIP:

SHANEDRA CARTER (Victory Truth Temple)

This major conditional use permit authorizes the use of the location (304 Texas) to operate as a house of worship. The Comprehensive Zoning Ordinance allows a house of worship as a Major Conditional Use in the B-3, General Business/Commercial District. Major Conditional Uses are those uses that require another level of approval; therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

"House of Worship – is a building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose."

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

REVIEW CRITERIA:

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

a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

- Commercial/Urban: These are areas where there are
predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.

b. The proposed development meets the requirements of this Ordinance.

c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.

d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.

e. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.

*Effect of Denial*

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

*Appeal*

A final decision by the City Council on a major conditional use permit may be appealed to the 4th Judicial District Court within thirty (30) days of the City Council's decision (See Section 37-130.B.4 Appeals).
<table>
<thead>
<tr>
<th>CASE NO.:</th>
<th>CUP 103-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME OF APPLICANT</td>
<td>Lachia Lowery/Victory Truth Temple</td>
</tr>
<tr>
<td>ADDRESS OF PROPERTY:</td>
<td>304 Texas Avenue</td>
</tr>
<tr>
<td>COUNCIL DISTRICT:</td>
<td>4</td>
</tr>
</tbody>
</table>

| REQUEST: | A Major Conditional Approval to allow the applicant to operate a house of worship |
| SIZE OF PROPERTY: | .34 acres (more or less) |
| PRESENT ZONING: | B-3 General Business/Commercial District |
| PRESENT USE: | Vacant church |
| MOST NEARLY BOUNDED BY (STREETS): | North of the Morris Avenue; south of and fronting upon Texas Avenue; east of S 2nd Street; and west of S 3rd Street. |
| SURROUNDING LAND USES: | The surrounding land use consists of commercial to the north and west; residential to the east; and railroad tracks to the east. |
| ADVERSE INFLUENCES: | |
| POSITIVE INFLUENCES: | Providing a service to a part of the city that does not have access to such a service. |

| COMMENTS/RECOMMENDATIONS: | The applicant would like to operate a house of worship at this location. A house of worship is a Major Conditional Use in this zoning district. A major Conditional Use is reviewed by Planning Commission and the City Council. The structure on site has been previously used as a house of worship and is now vacant. |
| OPTIONS: | Approve the applicant’s request as presented. |
|          | Approve the applicant’s request with conditions. |
|          | Deny the applicant’s request as presented. |
REVIEW CRITERIA:

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

a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
   - Commercial Urban.

   These are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and include large mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.

   This is a generalized future land use category that encourages development of high intensity commercial areas. Commercial uses should be compatible with surrounding development in terms of scale and building design and should also utilize appropriate development guidelines for lighting, signage and traffic control and access, noise and hours of operation. Additionally, development in this land use should provide adequate off-street parking, connection and access to local public transportation, and an acceptable to the surrounding commercial uses and meet the same standards, as commercial uses should be allowed.

a. The proposed development meets the requirements of this Ordinance.

b. The proposed development will reinforce the existing or planned character of the neighborhood and the City.

c. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.

d. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.
RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

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

A RESOLUTION APPROVING THE APPOINTMENT OF CHAP BREARD TO THE MONROE CAPITAL INFRASTRUCTURE COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, a position on the Capital Infrastructure Commission previously held by Dr. Gene Tarver is vacant;

WHEREAS, the Mayor appoints four members to serve on the Capital Infrastructure Commission; and

WHEREAS, Mayor Friday Ellis desires to appoint Chap Breard to serve on the Capital Infrastructure Commission.

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

That Chap Breard is hereby appointed to serve on the Capital Infrastructure Commission.

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

AVES:

NAYS:

ABSENT:

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

__________________________
CHAIRMAN

__________________________
CITY CLERK
RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NUMBER 2 (MASUR MUSEUM OF ART STORM DAMAGE REPAIRS) BETWEEN THE CITY OF MONROE AND GRINDSTONE CONSTRUCTION LLC FOR A $2,900 INCREASE IN THE CONTRACT AMOUNT 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 a designated City representative is hereby authorized to execute Change Order No. Two (2) for the Masur Museum of Art Storm Damage Repair Contract, between the City of Monroe and Grindstone Construction LLC for a $2,900 increase in the Contract Amount 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 May 2021.

__________________________
CHAIRMAN

__________________________
CITY CLERK
GRINDSTONE CONSTRUCTION, LLC
CHANGE ORDER REQUEST FORM

| Description of Work: | Repainting the entire stucco area on the River Gallery. |

<table>
<thead>
<tr>
<th>Grindstone Labor</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
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<tbody>
<tr>
<td>Supervisor</td>
<td>16</td>
<td>$50.00</td>
<td>$800.00</td>
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<tr>
<td>Operator</td>
<td>0</td>
<td>$20.00</td>
<td>$0.00</td>
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<tr>
<td>Carpenter's Helper</td>
<td></td>
<td>$15.00</td>
<td>$0.00</td>
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</table>

Labor Subtotal:
$800.00

GS Labor Burden @ 35%:
$280.00

Labor Total:
$1,080.00

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<th>Material / Vendor</th>
<th>Description</th>
<th>Unit</th>
<th>Cost/Unit</th>
<th>Total</th>
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Material / Vendor Subtotal:
$0.00

Material Total:
$1,080.00

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<tr>
<th>Subcontractor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Stucco Mason</td>
<td>$1,500.00</td>
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</tbody>
</table>

Subcontractor Total:
$1,500.00

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<tr>
<th>General Contractors Fee:</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Job Subtotal</td>
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<tr>
<td>Bond Premiums @ 2%</td>
<td>$258.00</td>
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</tbody>
</table>

| Bond Premiums @ 10%       | $51.60 |

Total Due This Change:
$2,900.00

Total Contract Days Added To Project Schedule:

---
RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

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

A RESOLUTION AUTHORIZING STACEY ROWELL, DIRECTOR OF ADMINISTRATION ON BEHALF OF THE MONROE FIRE DEPARTMENT TO EXECUTE AN ACT OF SUBSTANTIAL COMPLETION TO THE BREARD/BETIN ST. FIRE STATION #5 CONTRACT

BE IT RESOLVED, by the City Council, in legal and regular session convened, that Stacey Rowell, Director of Administration of the City of Monroe be and is hereby authorized and empowered to execute an Act of Substantial Completion, accepting the work as being substantially completed as of April 8, 2021 for the Breard/Betin St. Fire Station #5 Contract, between the City of Monroe and Mann’s Construction Inc. in accordance with the plans and specifications contained in the Contract Documents pertaining thereto, with the exceptions noted on the list of deficiencies attached hereto; and further providing respect thereto.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared adopted on the ___ day of ____________, 2021.

________________________
CHAIRMAN

________________________
CITY CLERK
To: Carolus Riley,  
   City Council Clerk  

From: Terry L. Williams  
   Monroe Fire Chief  

Date: May 3, 2021  

Re: Substantial Completion for Breard/Betin St. Fire Station #5  

Please place onto the next regularly scheduled council agenda a resolution authorizing Stacey Rowell, Director of Administration to execute an Act of Substantial Completion, accepting the work as being substantially completed as of April 8, 2021 for the Breard/Betin St. Fire Station #5 Contract, between the City of Monroe and Mann’s Construction Inc. in accordance with the plans and specifications contained in the Contract Documents.

Thank you for your assistance.

Cc: Friday Ellis, Mayor  
   Douglas Harvey, Council Chairman  
   Stacey Rowell, Director of Administration  
   Angie Baldwin, City Attorney
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: BETIN STREET FIRE STATION #5
FOR THE CITY OF MONROE

Address: 200 Betin Street
Monroe, LA 71201

Owner: CITY OF MONROE
P.O. Box 123
Monroe, LA 71210-0123

Architect’s Project #: 2068
Contract for: Construction
Contract Date: September 25, 2019
Contractor: MANN’S CONSTRUCTION, INC.
509 Smith Street
West Monroe, LA 71292

DATE OF ISSUANCE: April 8, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: All work as specified in the Contract Documents.

The Work performed under this Contract has been reviewed and found, to the Architect’s best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete despite the deficiencies in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

April 8, 2021

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

It shall be the responsibility of the Owner for security, maintenance, heat, utilities, damage to the Work and insurance at this time. (The Owner’s and Contractor’s legal and insurance counsel should determine and review insurance requirements and coverage.)

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

LAND 3 ARCHITECT INC.
Architect

By William A. Land - President

Date

The Contractor will complete or correct the Work on the list of items attached hereto within 45 days from the above date of substantial completion.

MANN’S CONSTRUCTION, INC.
Contractor

By Pam Mann

4-16-21

Date

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession at ________ on ________

CITY OF MONROE
Owner

Date
ITEMS TO BE COMPLETED OR CORRECTED

This list is for specific items noted on this date. Check all areas for similar conditions, which need correcting. Failure of the Architect to identify a specific item needing correction on this date does not relieve the Contractor from providing the work in accordance with the Contract Documents.

INTERIOR

1. Area 106 - Dayroom
   a. Caulk & touch-up corners of crown molding –typ. - $100
   b. Room is dirty. - $50
   c. Flat Screen Monitor Missing. - $1,000

2. Area 104 – Dispatcher, electrical cover plates missing. - $50

3. Area 107 – Restroom; room is dirty. - $50

4. Area 109 – Janitor
   a. Room dirty – typ. - $50
   b. Ceiling tile has water stain. $100

5. Area 105 – Mech.
   a. AHU is sweating profusely - $500.
   b. Gypsum board missing @ platform top. Provide as indicated on Detail F, Sheet M2.1 – Typ. - $500

6. Area 132 – Kitchen
   a. Floor & Cabinets dirty. - $50
   b. Film on Range Hood. - $25

7. Area 111 – Officer’s Restroom
   a. Room very dirty. - $50
   b. Blue tape over luminaires. - $10
   c. Water stain on ceiling tile by sprinkler head. - $100
   d. Door mutes missing – typ. - $100

8. Area 127 – Captain’s Dorm
   a. Water stain on ceiling tile by sprinkler head. $100
   b. Cabinets dirty. - $50

9. Area 114 – Mech. - Gypsum board missing @ platform top. Provide as indicated on Detail F, Sheet M2.1. - $500
10. Area 115 – Data
   a. Room dirty. - $50
   b. Contain data wires that are running thru suspended ceiling – by Owner.

11. Area 122 – Women’s Restroom
   a. Backsplash Missing @ lavatory. - $50
   b. Room dirty. - $50

12. Areas 117, 127 & 118 – Dorm; Ceiling tile missing. - $100

13. Area 116 – Corridor; At window Mark B, trim under window stool needs caulking & "touch-up" paint-Typ. - $75

14. Area 130 – Corridor
   a. Paint splatters above counter. - $25
   b. At window Mark B, trim under window stool needs caulking & "touch-up" paint. - $75

15. Area 103 – Truck Bay
   a. Trench Drains missing. - $500
   b. Washing Extractor & Drying Cabinet missing (by Owner).
   c. Stains on vinyl film above wall gypsum. - $400
   d. Film on Space Heaters. - $25
   e. Foam on piping. - $50
   f. FRP rivets missing. - $300
   g. Lockers missing. - $25,000
   h. Rough areas on floor & drive. $300
   i. Gap under Door Mark 11. - $100
   j. Touch-up paint. - $200
   k. Paint “rusty” metal framing over Roll-Up Doors. - $300
   l. Vehicle Exhaust System is not working properly. - $800

EXTERIOR

1. All fencing missing. - $17,000
2. Mud in all Catch Basins. - $500
3. Landscaping missing. - $52,000
4. At north side of building, by Door Mark 1, hole in brick. - $200
5. At south side of building, yellow paint “splatters” on brick pavers. - $200
6. Remove temporary Power Pole. - $100
7. Provide yellow paint @ all walk-edge transitions. See Detail H/SP2.1. - $500
8. At both curved Section of sidewalk on rear of building, provide 36” hi handrail (by Owner). Each section of handrail shall be minimum 16’ long, with four post.
GENERAL

A. Provide Training to Owner for operation and maintenance of all installed Systems and Equipment such as Fire Alarm Systems, Intrusion Alarm, Emergency Generator, Washer, Dryer, etc. as required by Section 01700. - $100
B. Provide all Warranties, Record Drawings and Closeout Documents as required by Section 01 77 00 & 01 78 23. - $500.00
C. Correct all items noted by City Building Inspector and Fire Marshal. - $600.00
D. Final Completion: Per Section 01 77 00. - $50.00
E. Certify in writing that: - $50.00
   a. Contract Documents have been reviewed.
   b. Work has been inspected for compliance with the Contract Documents.
   c. Work has been completed in accordance with the Contract Documents.
   d. Equipment and systems have been tested as required, and are operational.
   e. Work is completed and ready for final inspection.
F. Provide Roof Manufacturer's Punch List. - $50

END
**FINAL REVIEW**

**Betin Street Fire Station**

Purtle + Associates Job #18440

April 13, 2021

---

<table>
<thead>
<tr>
<th>GENERAL NOTES</th>
<th>COST</th>
</tr>
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<tbody>
<tr>
<td>1. Test &amp; Balance Report has not been provided.</td>
<td>$150</td>
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<tr>
<td>2. Operation and Maintenance Manuals have not been provided.</td>
<td>$150</td>
</tr>
<tr>
<td>3. Fire alarm system certification has not been provided.</td>
<td>$500</td>
</tr>
<tr>
<td>4. Verification of owner training for temperature controls system has not been provided.</td>
<td>$1000</td>
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<tr>
<td>5. Provide verification that &quot;start-up&quot; filters have been replaced in all new Heating, ventilating and air-conditioning (HVAC) equipment.</td>
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<tr>
<td>6. Provide verification that two complete sets of spare filters for each piece of new air handling equipment has been provided to the owner.</td>
<td>$400</td>
</tr>
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<td>7. Provide verification that thermostat cover keys have been provided to the owner.</td>
<td>$250</td>
</tr>
<tr>
<td>8. As-Built drawings have not been provided.</td>
<td>$300</td>
</tr>
</tbody>
</table>

**Observations:**

1. Sprinkler and gas piping, domestic water piping insulation and unit heater flue piping have what appears to be spray foam insulation on them.  
   - $500

2. Set screw conduit fittings and one-hole straps were used in lieu of compression fittings and 2-hole straps, respectively.  
   - $2500

3. Electrical panels did not have typed panel directories; work in panels was otherwise not complete at the time of the final review.  
   - $100

4. Piping penetrations through walls did not have escutcheons.  
   - $250

5. Plastic electrical device wall plates were used in lieu of stainless steel as specified.  
   - $2500

6. Confirm that no combustibles are exposed to the return air stream in return air plenums in mechanical closets.  
   - 

7. Confirm that dividers are provided in return air plenums in mechanical closets and that the return air streams of the units cannot mix.  
   - 

8. The opening in the return air plenum for the condensate drain needs to be sealed.  
   - Confirm that drain piping in plenum is properly insulated.  
   - $50

9. Provide bi-polar ion generators in furnaces.  
   - $2500

10. 1" thick filters were provided in lieu of 2" specified.  
    - $200

11. Some lighting fixtures were covered with plastic.  
    - 

12. One lighting fixture (troffer) in the lobby area appeared to be damaged.  
    - $100

13. One lighting fixture in the dining area was not functioning.  
    - $100

14. Confirm that all dorm rooms have smoke detectors as indicated on the plans.  
    - $200

15. The electric water cooler in the lobby splashes on the floor and needs adjustment.  
    - 

16. Conduit penetrations through the electrical room ceiling are not sealed.  
    - $100
17. Confirm that all exterior refrigerant piping insulation is in accordance with the specifications.
18. Some condensate drain piping is not insulated.
19. Confirm that sprinkler head below rollup door rails does not impede operation of the doors.
20. Plumbing waste connection to structural trench drains in Truck Bay floor are not as specified - floor drain body with cast iron construction was specified as method of connection; PVC pipe, possibly not part of a floor drain assembly, appears to have been installed.
21. Floor of structural trench for Extractor appears to be holding a level of standing water, which is not as specified. Plumbing plans called for strainer to be left out. At the very least, if the strainer is left in, it should be flush with finished floor level. Ideally, the trench floor would also be sloped to the drain outlet. Contractor should verify that trench flooring is either level to a flush drain outlet with/without strainer or is sloping to the floor drain outlet that is flush at the lowest finished floor elevation of trench.
22. The ice machine in Corridor 130 does not appear to have the code-required airgap on the drain line discharge into the floor drain.
23. Shower stalls have not been cleaned and prepared for occupation.
24. There are at least 2 places where sprinkler head escutcheon is loose and not tight against the ceiling tile; verify throughout building, and resolve as required.
25. Air gap assemblies have not been provided on RPZ valves in Room 102, as specified on Plumbing Plans. Route drain lines to floor sink in room.
26. A strainer has not been provided on the 3" RPZ in Room 102, as specified on Plumbing Plans.
27. There appears to be an open pipe without a cover in the sidewalk by the wall faucet on the east wall of the building by Data Rm 115. Contractor verify what this is, and provide cover assembly if it is supposed to be a sanitary sewer cleanout.

End of Final MEP Review

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RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

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

A RESOLUTION AUTHORIZING STACEY ROWELL, DIRECTOR OF ADMINISTRATION ON BEHALF OF THE MONROE FIRE DEPARTMENT TO EXECUTE CHANGE ORDER NO. FOUR (4) TO THE BREARD/BETIN ST. FIRE STATION #5 CONTRACT.

BE IT RESOLVED, by the City Council, in legal and regular session convened, that Stacey Rowell, Director of Administration of the City of Monroe be and is hereby authorized and empowered to execute Change Order No. Four (4) 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 by forty-four (44) consecutive calendar days for delays with utility service connections (Entergy) and for a decrease in the amount of $10,000 for project allowances, and further providing respect thereto.

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

AYES:
NAYS:
ABSENT:

And the Resolution was declared adopted on the ___ day of ____________, 2021.

______________________
CHAIRMAN

______________________
CITY CLERK
To: Carolus Riley,  
City Council Clerk

From: Terry L. Williams  
Monroe Fire Chief

Date: May 3, 2021

Re: Change Order No. Four (4) for Breaud/Betin St. Fire Station #5

Please place onto the next regularly scheduled council agenda a resolution authorizing Stacey Rowell, Director of Administration to execute Change Order No. Four (4) to the Breaud/Betin St. Fire Station #5 Contract, between the City of Monroe and Mann's Construction Inc. This Change Order is for an increase in the contract time by forty-four (44) consecutive calendar days, for delays with utility service connections (Entergy). This Change Order is also for a deduction for Project Allowances.

The Contract Sum shall be decreased by $10,000. The contract time shall be increased by a total of 44 consecutive days. Therefore, the new substantial completion date shall be April 10, 2021.

Thank you for your assistance.

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

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

Address: 200 Belin Street
Monroe, La 71201

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

Change Order #: Four (4)
Initiation Date: March 1, 2021
Architect’s Project #: 2068
Contract for: Construction
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 - Increase Contract time by forty-four (44) consecutive calendar days, for delays with utility service connections (Entergy).

2. **Section 01 21 08** – Allowances - Deduct Project Allowance.

   deduct

   ($10,000.00)

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 be **decreased** by $10,000.00
The new Contract Sum shall be $2,263,710.00

The Contract Time shall be **increased** by 44 consecutive calendar days.
Therefore, the new Substantial Completion Date shall be April 10, 2021.

---

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Land’s Architect, Inc.
1900 Stubbs Ave., Suite A
Monroe, LA 71201
by L. A. Land

Mann’s Construction, Inc.
509 Smith Street
West Monroe, LA 71292
by (Signature)

City of Monroe
P.O. Box 123
Monroe, LA 71201-0123
by (Signature)

Date: 4/19/2021
Date: (Signature)
RESOLUTION

STATE OF LOUISIANA
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 WOMACK & CONSTRUCTION GROUP, INC., FOR THE H.013937 KANSAS LANE EXTENSION CLEARING & GRUBBING 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 Womack & Sons Construction Group, Inc., for the H.013937 Kansas Lane Extension Clearing & Grubbing 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 Womack & Sons Construction Group, Inc., 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
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kansas Lane Extension Clearing & Grubbing (S.P. H.013937)

ENGINEER'S PROJECT NO. L & A. Inc. Project No. 16E057 29

OWNER: City of Monroe

CONTRACTOR: Womack & Sons Construction Group, Inc. 5729 Hwy. 8 East, Harrisonburg, LA

CONTRACT DATE: November 7, 2019

DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: April 29, 2021

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

All work.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER on April 29, 2021 and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on April 29, 2021

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.

Executed by ENGINEER on April 29, 2021

Lazenby & Associates, Inc.

By: James S. Ellingburg, P.E.

CONTRACTOR accepts this Certificate of Substantial Completion on __________________, 2021

Womack & Sons Construction Group, Inc.

By: James Womack

The OWNER accepts this Certificate of Substantial Completion on __________________, 2021

City of Monroe

By: Stacey Rowell, Director of Administration
FINAL INSPECTION "PUNCH LIST"
Kansas Lane Extension Clearing & Grubbing
S.P. H.013937
L & A, Inc. Project No. 16E057.29
April 29, 2021

Remaining items to be completed:

1. Contractor to provide "As-Builts" to the owner. ($2,000)
2. Remove silt fence from areas specified at the Final Inspection ($1,000.00)
3. Remove concrete waste as specified at the Final Inspection. ($500)
4. Mark sewer service stacks for mowing crews. ($250)
5. Remove various concrete pieces from debris pile site. ($500)
RESOLUTION

STATE OF LOUISIANA
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. THREE (3) TO THE WATER DISTRIBUTION SYSTEM IMPROVEMENTS CONTRACT, BETWEEN THE CITY OF MONROE AND JABAR CORPORATION, FOR AN INCREASE IN THE CONTRACT TIME OF 32 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. Three (3) between the City of Monroe and Jabar Corporation, for an increase in the contract time of 32 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
CHANGE ORDER

Order No. 3
Date: April 26, 2021
Agreement Date: May 28, 2020

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

OWNER: City of Monroe

CONTRACTOR: JABAR Corporation

The following changes are hereby made to the CONTRACT DOCUMENTS:

Adjustment for time due to inclement weather.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE $552,548.70.

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

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

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

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 32 calendar days.

The date for completion of all work will be May 29, 2021.

APPROVED BY:

RECOMMENDED BY: Chris W. Patrick, P.E.
Denmon Engineering

ORDERED BY: Stacey Rowell, Director of Administration
City of Monroe

ACCEPTED BY: John Putnam, President
JABAR Corporation

Page 1 of 4
Ron,

Attached are the following items:

1. WFO Monthly/Daily Climate Data for March and April
2. Change Order Request for Addition depth of coverage on water main

The days we are asking for are as follows:

1. 32 Days as per the Climate Data
2. 60 Days for the Additional Depth of Laying on the Water Main

We are asking for a total of 92 Days. Thanks.

Steve

Steve E. Moore  
Estimator  
JABAR Corporation  
1925 Hwy 80 E  
Calhoun, LA, 71225  
Office +1-318-396-6160  
Cell +1-318-267-1387  
Fax +1-318-267-6004

The JABAR family of companies  
www.JABARcorp.com  
www.ITSMFG.com  
www.SewerSentry.com
# Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - [http://www.ncdc.noaa.gov](http://www.ncdc.noaa.gov).

## WFO Monthly/Daily Climate Data

**CUX554 KSHV 011300**

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<tr>
<th>STATION:</th>
<th>MONROE</th>
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<tr>
<td>MONTH:</td>
<td>MARCH</td>
</tr>
<tr>
<td>YEAR:</td>
<td>2023</td>
</tr>
<tr>
<td>LATITUDE:</td>
<td>32 30 N</td>
</tr>
<tr>
<td>LONGITUDE:</td>
<td>92 2 W</td>
</tr>
</tbody>
</table>

### Temperature in °F:
- **PCPN:**
- **SNOW:**
- **WIND:**
- **SUNSHINE:**
- **SKY:**
- **PK WND**

| 1 | 2 | 3 | 4 | 5 | 6A | 6B | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|---|---|---|---|---|----|----|---|---|---|----|----|----|----|----|----|----|----|----|----|
| 1 | 71 | 45 | 58 | 4 | 7 | 0 | 0.63* | 0.0 | 0 | 12.3 | 23 | 28 | M | 9 | 1 | 30 | 340 |
| 2 | 49 | 36 | 43 | 11 | 22 | 0 | 0.33* | 0.0 | 0 | 7.9 | 26 | 40 | M | 8 | 1 | 23 | 58  |
| 3 | 64 | 32 | 48 | 7 | 17 | 0 | 0.60* | 0.0 | 0 | 1.7 | 9 | 10 | M | 0 | 12 | 13 | 10 |
| 4 | 71 | 35 | 53 | 2 | 12 | 0 | 0.00 | 0.0 | 0 | 1.5 | 8 | 100 | M | 0 | 18 | 12 | 176 |
| 5 | 63 | 48 | 56 | 1 | 9 | 0 | 0.20* | 0.0 | 0 | 6.7 | 18 | 30 | M | 5 | 22 | 22  |
| 6 | 62 | 43 | 53 | 2 | 12 | 0 | 0.00* | 0.0 | 0 | 10.7 | 24 | 30 | M | 3 | 32 | 48  |
| 7 | 66 | 48 | 53 | 3 | 12 | 0 | 0.00* | 0.0 | 0 | 6.5 | 17 | 60 | M | 0 | 21 | 60  |
| 8 | 71 | 35 | 53 | 3 | 12 | 0 | 0.00* | 0.0 | 0 | 3.8 | 12 | 170 | M | 0 | 16 | 168 |
| 9 | 76 | 45 | 61 | 5 | 4 | 0 | 0.00 | 0.0 | 0 | 6.4 | 18 | 210 | M | 0 | 24 | 200 |
| 10 | 78 | 58 | 68 | 12 | 0 | 3 | 0.00 | 0.0 | 0 | 10.6 | 23 | 260 | M | 5 | 30 | 200 |
| 11 | 80 | 65 | 73 | 16 | 0 | 8 | 0.00 | 0.0 | 0 | 8.0 | 16 | 260 | M | 6 | 22 | 180 |
| 12 | 83 | 63 | 73 | 16 | 0 | 8 | 0.00 | 0.0 | 0 | 5.8 | 16 | 210 | M | 4 | 20 | 218 |
| 13 | 81 | 58 | 70 | 13 | 0 | 5 | 0.00 | 0.0 | 0 | 4.6 | 14 | 180 | M | 3 | 21 | 180 |
| 14 | 81 | 57 | 69 | 11 | 0 | 4 | 0.00* | 0.0 | 0 | 7.5 | 16 | 160 | M | 5 | 25 | 178 |
| 15 | 84 | 68 | 72 | 14 | 0 | 7 | 0.53* | 0.0 | 0 | 6.4 | 22 | 230 | M | 6 | 27 | 230 |
| 16 | 84 | 63 | 74 | 16 | 0 | 9 | 0.00* | 0.0 | 0 | 3.9 | 15 | 160 | M | 6 | 23 | 136 |
| 17 | 80 | 59 | 70 | 12 | 0 | 5 | 0.00* | 0.0 | 0 | 11.7 | 23 | 270 | M | 6 | 32 | 190 |
| 18 | 61 | 49 | 55 | 3 | 10 | 0 | 0.00 | 0.0 | 0 | 18.4 | 30 | 280 | M | 8 | 38 | 270 |
| 19 | 55 | 49 | 52 | 7 | 13 | 0 | 0.00 | 0.0 | 0 | 10.3 | 20 | 350 | M | 10 | 26 | 326 |
| 20 | 63 | 45 | 54 | 5 | 11 | 0 | 0.00 | 0.0 | 0 | 4.9 | 13 | 60 | M | 7 | 17 | 60  |
| 21 | 72 | 41 | 57 | 2 | 8 | 0 | 0.00 | 0.0 | 0 | 3.3 | 12 | 60 | M | 1 | 12 | 50  |
| 22 | 73 | 45 | 59 | 1 | 6 | 0 | 0.07* | 0.0 | 0 | 5.6 | 15 | 150 | M | 4 | 26 | 150 |
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| 24 | 77 | 56 | 67 | 7 | 0 | 2 | 0.42* | 0.0 | 0 | 5.5 | 13 | 50 | M | 7 | 13 | 180 |
| 25 | 83 | 58 | 71 | 11 | 0 | 6 | 0.06* | 0.0 | 0 | 8.6 | 24 | 260 | M | 6 | 11 | 270 |
| 26 | 81 | 49 | 65 | 5 | 0 | 0 | 0.00* | 0.0 | 0 | 4.6 | 12 | 58 | M | 1 | 15 | 50  |
| 27 | 85 | 71 | 78 | 17 | 0 | 13 | 0.06* | 0.0 | 0 | 10.4 | 21 | 190 | M | 8 | 13 | 28 | 180 |
| 28 | 74 | 46 | 60 | 1 | 5 | 0 | 0.34* | 0.0 | 0 | 9.2 | 24 | 300 | M | 2 | 13 | 32 | 300 |
| 29 | 71 | 48 | 56 | 5 | 9 | 0 | 0.00* | 0.0 | 0 | 3.3 | 9 | 90 | M | 0 | 1 | M |
| 30 | 78 | 48 | 63 | 1 | 2 | 0 | 0.31* | 0.0 | 0 | 6.5 | 15 | 180 | M | 8 | 23 | 160 |
| 31 | 71 | 45 | 58 | 4 | 7 | 0 | 0.56* | 0.0 | 0 | 12.1 | 28 | 48 | M | 7 | 13 | 37 | 10 |

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**SM 2269 1543**

| 178 | 75 | 3.64 | 0.0 | 226.1 | M | 139 |

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**AV 73.2 49.8**

| 7.3 FASTST | M | 4 | MAX(MPH) |

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Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

WFO Monthly/Daily Climate Data

393
CXUS54 KSHV 221300
CF6MLU
PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

| STATION: MONROE |
| MONT: APRIL |
| YE: 2021 |
| LATITUDE: 32 30 N |
| LONGITUDE: 92 2 W |

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AV 73.7 59.6
MISC ----> 44 310 57 300

NOTES:
# LAST OF SEVERAL OCCURRENCES
COLUMN 17 PEAK WIND IN M.P.H.

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6), PAGE 2

RESOLUTION

STATE OF LOUISIANA
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. TWO (2) TO THE REPAIRS TO BAYOU BARTHOLOMEW PUMP & MOTOR NO. 1 CONTRACT, BETWEEN THE CITY OF MONROE AND WOMACK & SONS CONSTRUCTION GROUP, INC., FOR AN INCREASE IN THE CONTACT AMOUNT OF $1,982.95 AND AN INCREASE IN THE CONTRACT TIME OF 67 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. Two (2) between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract amount of $1,982.95 and an increase in the contract time of 67 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
CHANGE ORDER

Order No. 2  
Date: March 25, 2021  
Agreement Date: July 30, 2020

NAME OF PROJECT: Repairs to Bayou Bartholomew Pump and Motor No. 1  
DE Project No. 18-07-01

OWNER: City of Monroe

CONTRACTOR: Womack and Sons Construction Group, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

To remove and replace the damaged end of the 30" discharge pipe on the pump we are replacing. This also includes repainting the leak on discharge pipe that is currently being used. Additional time due to high water of the Ouachita River and delays in repairs to pump by manufacturer.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE $217,120.00.

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $217,120.00.

The CONTRACT PRICE due to this CHANGE ORDER will be increased by $1,982.95.

The new CONTRACT PRICE including this CHANGE ORDER will be $219,102.95.

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 67 calendar days.

The date for completion of all work will be May 31, 2021.

APPROVED BY:

RECOMMENDED BY: Chris W. Patrick, P.E.
Denmon Engineering

ORDERED BY: Authorized City Representative
City of Monroe

ACCEPTED BY: James B. Womack
Womack and Sons Construction Group, LLC

Page 1 of 4
CITY OF MONROE
REPAIRS TO BAYOU BARTHOLOMEW PUMP AND MOTOR NO. 1

DE PROJECT NO. 18-07-01

ATTACHMENT FOR CHANGE ORDER NO. 2

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>DECREASE AMOUNT</th>
<th>INCREASE AMOUNT</th>
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</table>
| 3.       | Decrease Construction Allowance
          (Revised amount due to Change Order #1 was $8,782.49)
          (Revised amount due to Change Order #2: ($8,782.49 - $8,782.49 - $0.00)) | 1        | L.S. | $8,782.49  | $0.00           | $0.00          |
| S-002    | Remove and replace the damaged end of the 30" discharge pipe on the pump. Repairing leak on discharge pipe that is currently being used. | 1        | L.S. | $10,765.44 | $10,765.44      |                |

**TOTAL CHANGE ORDER AMOUNTS**

$8,782.49  $10,765.44

**THIS CHANGE ORDER RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT OF**

$1,982.98
Mr. Chris,

I attached the justification to remove and replace the damaged end of the 30" discharge pipe on the pump we are replacing. This also includes repairing the leak on discharge pipe that is currently being used.

I noticed the pump that is currently running is leaking at the discharge connection. Most likely that is because the pipe is washed out like the other discharge. If you would like I can get you a price to remove and replace that 30" and put it back together with a new bolted coupling to repair that leak also.

If you have any questions or concerns give me a call.

Thanks,

Lee McGuffee
Utility Division Manager
5739 Hwy 8 E | Harrisonburg, LA 71340, USA
www.womackandsons.com
Bayou Bartholomew
Pump Repairs

Change Order Justification - 4/30/21
Repair Discharge Piping @ Connection Point

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<th>Unit Price</th>
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SubTotal                                    | $9,176.75                    |
Fuel                                        | $184.50                      |
Performance and Payment Bond                 | 1%                           |
15% Overhead & Profit                       | $0.00                        |
Total                                        | $10,755.44                   |

Total Contract Days Requested: 10
RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. __________

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
ENTER INTO AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH
QUATERNARY RESOURCE INVESTIGATIONS, LLC (QRI), TO PROVIDE SURVEYING
SERVICES WITH GPR OF CERTAIN STRUCTURES ALONG THE OUACHITA RIVER
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
enter into and execute a professional services agreement with Quaternary Resource
Investigations, LLC (QRI), to provide surveying services with GPR of certain structures
along the Ouachita River.

BE IT FURTHER RESOLVED that said proposal for professional services 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
Account Details and Summary

Hual & Associates Inc
Mr. Andrew Juneau
6700 Jefferson Highway, Bldg. 12, Suite C
Baton Rouge, LA 70806
United States

Scope

Geophysical Survey Services at a site located in Monroe, LA. Scope includes concrete GPR to detect the location of potential utilities, voids and other anomalies within the client defined survey area.

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<th>Sales Price</th>
<th>Quantity</th>
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<td>Concrete Ground Penetrating Radar (GPR) data acquisition, day rate; min. 1 day.</td>
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<td>Mobilization/Demobilization, per trip.</td>
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<td>OPTIONAL: Data Interpretation &amp; Reporting, est. 6 hours @ $70.00/hr.</td>
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Total Price $2,320.00

TECHNOLOGIES:
1. Ground penetrating radar (GPR) to locate utilities, voids, underground storage tanks, electric lines and PVC or non-metallic gas, water and sewer pipes, subsurface voids, etc. GPR technology can, under normal soil conditions, detect metallic and non-metallic pipes over 3 inches in diameter that are within approximately 10 feet of the surface and provide approximate depths.

DELIVERABLES:
1. Designated subsurface utilities will be marked in the field using high-visibility marking paint following the ULCC Uniform Color Code and NULCA’s underground facility marking standards (where the identity of the utility can be ascertained). Where utilities are visible at the surface, but are not tone-able, marking paint will be used to communicate surface entrance and type of untone-able utility.
2. Optional detailed report can be delivered 5-7 days after data acquisition.

CONSIDERATIONS:
1. Surveying (by a FLS) is not included in this cost proposal.
2. Some areas of this site may be inaccessible; therefore, those areas cannot be surveyed. Inaccessible areas will be depicted on the report as such. GPR data acquisition surfaces must be smooth (grass, concrete, shell, gravel, etc.) and grassy areas must be cut to within 6” of ground surface.
3. Services and resulting interpretations provided by QRI shall be performed with our best professional efforts. Because depth of penetration is dependent upon the electrical properties of the material(s) probed and interpretations are based on inference from acquired radar and/or other data, QRI does not guarantee the accuracy or correctness of interpretations. Saturated soils and soils with high clay content can affect the GPR data. Disturbed soils (recently excavated, tilled, or plowed) can affect GPR data.
4. While some equipment has the capability of giving depths to utilities or objects without physical exposure, these equipment depths are based on calculations performed by the measuring equipment and are highly dependent upon soil and utility/obj ect conditions. Equipment depths may be in error by 100% or more. QRI makes no warranty to the accuracy of depths supplied without physical exposure. Some utilities may be unetectable or untone-able under any circumstance. QRI makes no guarantees that all subsurface utilities will be designated or the accuracy of the designation.
5. QRI will not be held liable for any damage to facilities or grounds due to the inspection operation. QRI will not accept liability or responsibility for any loss, damages, or expenses that may be incurred or sustained by any services or interpretations performed by QRI or others.

Proposal Accepted/ Notice to Proceed

(Name, Title, Date)
ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

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

ORDINANCE ADOPTING THE AUTHORIZED MILLAGE RATE(S) AND PROVIDING FOR THE LEVYING OF SPECIAL AND GENERAL TAXES FOR THE CITY OF MONROE FOR THE YEAR 2021:

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2021 tax roll on all property subject to taxation by the City of Monroe:

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<th>MILLAGE</th>
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<td>Recreation Facilities</td>
<td>1.880</td>
</tr>
<tr>
<td>Police Department</td>
<td>1.500</td>
</tr>
<tr>
<td>Fire Department</td>
<td>1.500</td>
</tr>
<tr>
<td>LA Purchase Gardens &amp; Zoo</td>
<td>2.500</td>
</tr>
<tr>
<td>Civic Center Complex</td>
<td>2.500</td>
</tr>
<tr>
<td>Drainage Facilities</td>
<td>1.310</td>
</tr>
<tr>
<td>Capital Improvements</td>
<td>3.260</td>
</tr>
<tr>
<td>Airport Improvements</td>
<td>1.010</td>
</tr>
<tr>
<td>TOTAL</td>
<td>27.020</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the proper administrative officials of the Parish of Ouachita, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2021, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

THIS ORDINANCE WAS 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 final vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSTAINED:

ABSENT:

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

________________________
Chairman

________________________
City Clerk

________________________
Mayor's Approval

________________________
Mayor's Veto
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

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

AN ORDINANCE AMENDING CHAPTER 10.5 SECTION 23 OF THE MONROE CITY CODE ENTITLED ELECTRONIC VIDEO BINGO MACHINES AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the current Monroe City Code of Ordinances contains Chapter 10.5 Section 23 entitled "Electronic Video Bingo Machines;"

WHEREAS, the current provisions contained in Chapter 10.5 Section 23 have been authorized by Louisiana State Law and were recently amended, and therefore the old provisions have become outdated by the revision by the state legislature; and

WHEREAS, Chapter 10.5 Section 23 subsections (j) and (k) entitled “Electronic Video Bingo Machines” need to be amended.

NOW THEREFORE, it is hereby ordained that Chapter 10.5 Section 23 entitled “Electronic Video Bingo Machines” of the Monroe City Code is hereby amended and enacted as follows:

CHAPTER 10.5 CHARITABLE RAFFLES, BINGO AND ELECTRONIC VIDEO BINGO

Sec. 10.5-23. - Electronic video bingo machines.

***

(j) Sessions. A session represents electronic video bingo games played within a time limit not to exceed eight (8) hours within a minimum of twelve (12) hours between sessions. Sessions are limited to not more than one session per day per EVBL. Notwithstanding any provisions contained in any resolution to the contrary, all types of bingo sessions may be allowed to the extent and at the times allowed for electronic video bingo.

(k) Net proceeds. For purpose of this chapter, the term "net win" shall mean the sum obtained by subtracting total coins in minus the total amount paid out on ticket vouchers tendered for cash money, less charity payments. Twenty (20) per cent of the net win from each electronic video bingo machine shall be paid as an assessment or tax owed the city. The tax or assessment owed to the city shall be determined on a monthly basis owed and becomes due on the first day of the month that follows the previous month of operations. Taxes or assessments that are not paid to the city by the fifth day of the month in which they become due shall incur a penalty of two (2) per cent per month until paid in.

***

This Ordinance was 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 _____ day of ________, 2021.

__________________________
CHAIRMAN

__________________________
CITY CLERK

__________________________
MAYOR'S APPROVAL

__________________________
MAYOR'S VETO
• **Sec. 10.5-23. - Electronic video bingo machines.**

(a) **Permitted at licensed locations.** It shall be lawful for any bona fide nonprofit board, association, corporation or other organization domiciled in this state and qualified with the United States Internal Revenue Service for an exemption from federal income tax under section 501(c)(3), (4), (5), (6), (7), (8), (10) or (19) of the Internal Revenue Code of 1986 (as amended) or organizations authorized under R.S. 4:703, possessing a current, valid city and state bingo permit, to use electronic video bingo machine or machines authorized pursuant to R.S. 4:701 et seq, at licensed locations for electronic video bingo; and the leasing or placement of such machines from state approved (as defined below) distributors/suppliers shall also be lawful. Any state approved distributor/supplier of such equipment for use in the conduct of any games of chance authorized under this chapter and under the provisions of R.S. 4:726 shall submit a permit application to the office of the city clerk. "State approved" as used in this chapter shall mean a person or entity specifically licensed or otherwise approved by the state in accordance with R.S. 4:701 et seq.

(b) **Application for license.**

(1) Each state approved manufacturer or distributor, each organization or private contractor qualified to conduct games as authorized under this chapter, and each commercial lessor leasing a premises to a licensee for conducting such bingo, within the city shall apply for and obtain, on an annual basis, an electronic video bingo license (EVBL) from the city.

(2) Every bona fide veteran's, charitable, educational, religious, or fraternal organization, civic, service club and carnival organization seeking an EVBL that desires to sponsor or conduct fund raising events using an electronic video bingo machine or machines shall apply for and obtain an EVBL from the city. Such application, shall be in the form prescribed by the office of city clerk, duly executed and verified, shall state the name and address of the applicant, together with such information required by R.S. 4:708, including but not limited to the place or places, the date or dates, and time or times when such electronic video bingo machine or machines are intended to be used by the applicant or operated by the EVBL, under the license applied for. The majority of the organization's charity work shall be done within the city.

(c) **Term of license or permit.** EVBLs issued by the city shall be effective each year from the period of January 1 through December 31 of the same year. Fees for a partial calendar year shall not be prorated.

(d) **License processing fee.**

(1) An annual nonrefundable fee of two hundred fifty dollars ($250.00) shall be paid to the city to defray the costs of reviewing and processing an application for licensing a manufacturer, distributor, operator or commercial lessor.
(2) EVBLs that seek a charitable organization permit shall pay a nonrefundable fee of ten dollars ($10.00). This fee shall be in addition to occupational license fees that may be owed the city.

(e) 
**Machine permit fee.** An annual permit fee of ten dollars ($10.00) for each machine to be permitted shall be paid to the city and be included with the application or renewal application.

(f) 
**Quarterly statement.** Not later than twenty (20) days after January 1, April 1, July 1, and October 1, of each year, each EVBL operator shall furnish the city sworn (notarized) and verified statement indicating total payment, cash or coins in, credits played, credits won and credits paid.

(g) 
**Maximum number of machines permitted.** No one site used by a EVBL under this chapter shall have more than thirty-five (35) electronic video bingo machines in such licensed location.

(h) 
**Locations.** The operation of electronic video bingo machines as authorized by this chapter shall not be allowed on any property zoned residential or in any location other than those specifically prescribed by the city zoning ordinances. Unless otherwise specified by the mayor and city council, the operation of any electronic video bingo machines by EVBL operators shall only occur on premises by licensed approved commercial lessors.

(i) 
**Commercial lessors.** It shall be unlawful to have more than eight (8) licensed locations utilized by commercial lessors within the city. The site of the bingo hall currently operating at 3000 DeSiard Street, Monroe, Louisiana will be entitled to one commercial lessor license and WhiteCo Gaming LLC, having presented their letter of intent to apply for a commercial lessor license to the clerk of council of the city, will be entitled to two (2) commercial lessor licenses if an EVBL is sought by each lessor within sixty (60) days from the effective date of this section. Notwithstanding the initial limitation of eight (8) commercial lessor sites, the council, upon recommendation of the mayor, may allow additional locations if determined feasible from information submitted by the division of administration of the city.

(j) 
**Sessions.** A session represents electronic video bingo games played within a time limit not to exceed eighty-six (86) hours within a minimum of twelve (12) hours between sessions. Sessions are limited to not more than one session per day per EVBL. No EVBL shall be permitted to operate electronic video bingo games for more than fifteen (15) days in any calendar month. Notwithstanding any provisions contained in any resolution to the contrary, all types of bingo sessions may be allowed to the extent and at the times allowed for electronic video bingo.

(k) 
**Net proceeds.** For purpose of this chapter, the term "net win" shall mean the sum obtained by subtracting total coins in minus the total amount paid out on ticket vouchers tendered for cash money, less charity payments. Twenty (20) per cent of the net win from each electronic video bingo machine shall be paid as an assessment or tax owed the city. The tax or assessment owed to the city shall be determined on a monthly basis owed and becomes due on the first day of the month that follows the previous month of operations. Taxes or assessments that are not paid to the city by the fifth day of the month in which they become due shall incur a penalty of two (2) per cent per month until paid in.
(l) General. Except as specifically provided with respect to electronic video bingo, other requirements and penalties relating to bingo, keno, and raffles shall apply to the operation of electronic video bingo machines. To the extent that any of this section is in conflict with any other section(s) of this chapter, the provisions of the section shall control.

(m) Louisiana statutory provisions. Where any provisions hereof conflict with the provisions of R.S. 4-701 et seq., the applicable provisions of such state law (including provisions contained in the Louisiana Administrative Code promulgated pursuant thereto) shall govern. Each EVBL shall meet all requirements of state law regarding the state licensure of such EVBL, the operation of electronic bingo games and the use of electronic video bingo machines.

(Ord. No. 10,711, 6-12-07; Ord. No. 10,792, 3-25-08; Ord. No. 11,936, 6-11-19)

Sec. 10-9 - Destruction of property: erection of fences.
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. ________________________

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

AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN MONROE BEARING MUNICIPAL ADDRESS 908 ROGERS ST. AS NO LONGER BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD TO MAYLAND'S INVESTMENTS, KAREN MAYFIELD AND BRITTANY MAYFIELD, PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, MAYLAND'S INVESTMENTS, KAREN MAYFIELD AND BRITTANY MAYFIELD would like to purchase a certain piece of immovable property bearing municipal address 908 Rogers St., Monroe, LA, and more fully described in the attached copy of the proposed Cash Deed document, and

WHEREAS, the proposed purchase price for 908 Rogers St., Monroe, LA is $3,300.00. This price consists of the fair market value of $3,000.00 plus the cost of the appraisal, $300.00, by Appraisal Consultants, LLC, dated 4/20/21, a copy of the Summary of Just compensation is attached hereto for review, and

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain parcel of immovable property bearing municipal address 908 Rogers St., Monroe, LA and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to Mayland's Investments, LLC, Karen Mayfield and Brittany Mayfield, the above-mentioned immovable property bearing municipal address 908 Rogers St., Monroe, LA under the terms, conditions and for the consideration set forth in the said sale documents attached hereto.

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

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

ORDINANCE INTRODUCED on the ______ day of May 2021.
NOTICE PUBLISHED on the ____ day of __________, 2021, the ____ day of __________, 2021, and the ____ day of ____________, 2021.

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

AYES:

NAYS:

ABSENT:

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

________________________________________
CHAIRMAN

________________________________________
CITY CLERK

________________________________________
MAYOR'S APPROVAL

________________________________________
MAYOR'S VETO
STATE OF LOUISIANA
PARISH OF OUACHITA

CASH DEED

BE IT KNOWN AND REMEMBERED: That before the undersigned Notary Public, duly commissioned and sworn, and in the presence of the undersigned legal and competent witnesses, on the date hereinafter written personally came and appeared:

CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corporation in Ouachita Parish, Louisiana, Tax I.D. #72-6000903, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Stacey Rowell, Director of Administration, pursuant to authorization by Ordinance No. _______ of the City Council adopted June , 2021, a copy of which is annexed hereto.

(hereinafter sometimes called the VENDOR),

and

KAREN MAYFIELD (SS #XXX-XX-5957), a single woman and resident of Ouachita Parish, Louisiana, whose mailing address is 1010 Rogers St., Monroe, LA, 71201;

MAYLAND’S INVESTMENTS, LLC, Tax ID 86-2763283, represented herein by Deshon Mariland and Jazmine Mayfield, Managing Members, whose mailing address is 2921 Forest Point Dr., Apt. 1812, Arlington, TX 76006;

And

BRITTANY MAYFIELD, (SS#XXX-XX-6039), a single woman whose mailing address is 2921 Forest Point Dr., Apt. 1812, Arlington, TX 76006

hereinafter sometimes referred to as VENDEE, who declared as follows:

For and in consideration of the price hereinafter set forth, the said Vendors do hereby grant, bargain, assign, set over, transfer, convey and deliver, without warranty whatsoever, even for the return of the purchase price, but with subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:

Lots 6 & 7, Sq. 4-B, Booker T. Washington Addition & ½ Barlow St. Revoked
908 Rogers St.
Ouachita Parish, Monroe, Louisiana
Parcel #50122

TO HAVE AND TO HOLD the said above-described property unto the said purchasers, their heirs and assigns, free from any lien, mortgage or encumbrances whatsoever.

The price for which the above sale is made is the sum of THREE THOUSAND AND NO/100 ($3,000.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance given therefor.
Buyers hereby acknowledge and recognize that this sale is in "As Is" condition and, accordingly, hereby relieves and releases Vendor and previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden, from all claims in redhibition pursuant to Louisiana Civil Code, Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code, Articles 2541, et seq. Buyer acknowledges they understand that Louisiana redhibition law enables them to hold Seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that they are waiving that right.

VENDEES ACKNOWLEDGE THAT THE ABOVE HAS BEEN EXPLAINED TO THEM AND THAT BUYERS HAVE READ AND UNDERSTAND THE TERMS AND AGREE TO BE BOUND BY THIS WAIVER OF WARRANTY.

________________________
Karen Mayfield

MAYLAND'S INVESTMENTS Investments, LLC

By: ______________________
Jazmine Mayfield, Managing Member

By: ______________________
Deshon Mariland, Managing Member

________________________
Brittany Mayfield

THUS, DONE AND EXECUTED BY in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana on this ___ day of June 2021.

WITNESSES: ______________________

CITY OF MONROE, LOUISIANA

By: ______________________
Stacey Rowell, Director of Administration

________________________
Notary Public #_________
Print Name: ___________________
STATE OF LOUISIANA
PARISH OF OUACHITA

THUS, DONE AND EXECUTED BY in the presence of the undersigned competent
attesting witnesses and Notary, in Ouachita Parish, Louisiana, having read the above Cash Deed,
does now sign her name on this ____ day of June 2021.

WITNESSES:

________________________________________
Karen Mayfield, Vendee

______________________________
Notary Public #
Print Name: ______________________
STATE OF TEXAS
COUNTY OF TARRANT

THUS DONE AND EXECUTED BY in the presence of the undersigned competent
attesting witnesses and Notary, in Tarrant County, Texas, Mayland’s Investments, LLC
represented by Jazmine Mayfield and Deshon Mariland, Managing Members, having read the
above Cash Deed, now sign their names on this ___ day of June 2021.

WITNESSES:

________________________

________________________

MAYLAND'S INVESTMENTS, LLC

BY:

Jazmine Mayfield, Managing Member

________________________

BY:

Deshon Mariland, Managing Member

________________________

Notary Public #
Print Name: ___________________
STATE OF TEXAS
COUNTY OF TARRANT

THUS, DONE AND EXECUTED BY in the presence of the undersigned competent attesting witnesses and Notary, in Tarrant County, Texas, having read the above Cash Deed does now sign her name below on this ___ day of June 2021.

WITNESSES:

__________________________________________  ______________________________

Brittany Mayfield, Vendee

__________________________________________  ______________________________

Notary Public #__________
Print Name: ___________________________
Vacant Lot
908 Rogers St.
Monroe, LA 71202

Prepared For:
City of Monroe
P.O. Box 1253
Monroe, LA 71201
April 20, 2021

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 1253
Monroe, LA 71201

RE: Appraisal Of
Vacant Lot
908 Roger St.
Monroe, LA 71202

Dear Ms. Mary Lou Harrison:

The purpose of this report is to provide the appraiser's opinion of the Market Value of the subject property as of April 20, 2021. This appraisal report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value, in accordance with our scope of work agreement. The property was viewed and photographed. The Direct Sales Comparison approach was developed for the lot.

The property is a vacant lot located next to Carroll High School.

Additional Scope of Work details are in the addenda.

Property:
10,400.00 s.f. Lot

Interest Valued: Fee Simple
Effective Date of Value: 4/20/2021
Date of Report: 4/20/2021
DEFINITION OF "MARKET VALUE:"

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 4th Edition
Office of Comptroller of Currency 12 CFR, Part 34 Sub Part C - Appraisals

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, for planning purposes.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable land sales to estimate the value of the lot,
4. developed the Direct Sales Comparison approach to value.

The resulting Appraisal Report is a brief recapitulation of the appraiser’s data, analyses, and conclusions. Supporting documentation is retained in the appraiser’s file.

MARKET EXPOSURE TIME: The market exposure time for the subject is estimated to be six months, if priced near the market value. The market exposure time is based on analysis of comparable sales.
By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that the Market Value of the subject property as of: April 20, 2023, was:

Three Thousand Dollars
$3,000.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,

A J Burns Jr.
Louisiana General Appraiser
LAG 341
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO CHARLES WILSON, JR. ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 4, SQUARE 3, EDWARDS ADDITION, OUACHITA PARISH, 2806 COOLIDGE ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 1, 2011, AND FURTHER WITH RESPECT THERETO

WHEREAS the property described as follows, to-wit:

Lot 4, Square 3, Edwards Addition
2806 Coolidge St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #44922

was adjudicated to the City of Monroe, Louisiana for non-payment of 2010 Ad Valorem Taxes by Adjudication Deed dated and filed July 1, 2011 in Conveyance Book 2254 at page 271 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2010 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Salley Coleman Est., Cheryl Minor, Jessie Thomas, Mary C. King, Clarence Davenport and Evelyn Henry Johnson, and

WHEREAS, the City of Monroe has made efforts to contact Salley Coleman Est., Cheryl Minor, Jessie Thomas, Mary C. King, Clarence Davenport and Evelyn Henry Johnson by registered mail and notification published in the News Star with response from some they did not wish to redeem and no response from others, and

WHEREAS, Charles Wilson, Jr. wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2338 et seq., property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named entity. Charles Wilson, Jr. has paid One Thousand Eight Hundred and 10/100 ($1,800.10) which includes One Thousand One Hundred Ninety-three and 35/100 ($1,193.35) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recording of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Salley Coleman Est., Cheryl Minor, Jessie Thomas, Mary C. King, Clarence Davenport and Evelyn Henry Johnson with response from some they do not want to redeem and no response from others; the City of Monroe desires to sell to Charles Wilson, Jr. the property described as follows:

Lot 4, Square 3, Edwards Addition
2806 Coolidge St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #44922

ORDINANCE INTRODUCED on the ____ day of May 2021.

NOTICE PUBLISHED on the ____ day of ____________, 2021.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote, 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
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO SHIRLEY DUNN ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 14, SQUARE 95, D. A. BREARD SR.'S ADDITION, OUACHITA PARISH, 1515 BREARD ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED AUGUST 1, 2014, AND FURTHER WITH RESPECT THERETO

WHEREAS the property described as follows, to-wit:

Lot 14, Square 95, D. A. Breard Sr.'s Addition
1515 Breard St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #68030

was adjudicated to the City of Monroe, Louisiana for non-payment of 2013 Ad Valorem Taxes by Adjudication Deed dated and filed August 1, 2014 in Conveyance Book 2380 at page 754 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2013 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Rodrick Banks, and

WHEREAS, the City of Monroe has made efforts to contact Rodrick Banks by registered mail and notification published in the News Star with no response, and

WHEREAS, Shirley Dunn wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et seq., property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named entity. Shirley Dunn has paid One Thousand Six Hundred Forty-eight and 45/100 ($1,648.45) which includes One Thousand Thirty-One and 70/100 ($1,031.70) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

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

Lot 14, Square 95, D. A. Breard Sr.'s Addition
1515 Breard St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #68030

ORDINANCE INTRODUCED on the ____ day of May 2021.

NOTICE PUBLISHED on the _____ day of ____________, 2021.

This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote, 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
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

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

AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN MONROE BEARING MUNICIPAL ADDRESS 910 NORTH 9TH ST. AS NO LONGER BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD TO WOLF DEVELOPMENT LLC, PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, WOLF DEVELOPMENT LLC, represented herein by John A. Howell, Jr., Owner, would like to purchase a certain piece of immovable property bearing municipal address 910 North 9th St., Monroe, LA, and more fully described in the attached copy of the proposed Cash Deed document, and

WHEREAS, the proposed purchase price for 910 North 9th St., Monroe, LA is $126,305.00. This price consists of the fair market value of $125,000.00 plus the cost of the appraisal and filing fees in the amount of $1,305.00, the appraisal was prepared by Appraisal Consultants, LLC, dated 8/22/20, a copy of the Summary of Just compensation is attached hereto for review, and

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

THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain parcel of immovable property bearing municipal address 910 North 9th St., Monroe, LA and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to WOLF INVESTMENTS LLC, the above-mentioned immovable property bearing municipal address 910 North 9th St., Monroe, LA under the terms, conditions and for the consideration set forth in the said sale documents attached hereto.

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

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

ORDINANCE INTRODUCED on the _____ day of May 2021.

NOTICE PUBLISHED on the _____ day of __________, 2021, the _____ day of __________, 2021, and the _____ day of __________, 2021.
This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

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

__________________________
CHAIRMAN

__________________________
CITY CLERK

__________________________
MAYOR'S APPROVAL

__________________________
MAYOR'S VETO
Fire Station (Vacant)
910 N. 9th St.
Monroe, Louisiana, 71201

Prepared For:
City of Monroe
P.O. Box 125
Monroe, LA 71201
September 22, 2020

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 225
Monroe, LA 71201

RE: Appraisal Of
Fire Station (Vacant)
910 N. 9th St.
Monroe, Louisiana, 71201

Dear Ms. Mary Lou Harrison:

The purpose of this report is to provide the appraiser’s opinion of the Market Value of the subject property as of September 22, 2020. This appraisal report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed. The Direct Sales Comparison approach was developed for the lot and improvements.

The property is a vacant fire station on the corners of N 9th St., Hudson Ave., and Bres Ave.

The lot size is estimated. A survey is recommended.

Additional Scope of Work details are in the addenda.

Property:
- 20,000.00 ± s.f. Lot
- 3,358.00 ± s.f. Building

Interest Valued: Fee Simple
Effective Date of Value: 9/22/2020
Date of Report: 9/22/2020
DEFINITION OF "MARKET VALUE:"

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 4th Edition
Office of Comptroller of Currency 12 CFR, Part 34 Sub Part C - Appraisals

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, for purposes related to future use options, including selling the property.

APPRaisal DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable land sales to estimate the value of the lot,
4. analysed whole property sales data,
5. developed the Direct Sales Comparison approach to value.

The resulting Appraisal Report is a brief recapitulation of the appraiser’s data, analyses, and conclusions. Supporting documentation is retained in the appraiser’s file.

MARKET EXPOSURE TIME: The market exposure time for the subject is estimated to be eight months, if priced near the market value. The market exposure time is based on analysis of comparable sales.
By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that the Market Value of the subject property as of: September 22, 2020, was:

One Hundred Twenty-Five Thousand Dollars
$125,000.00

Allocated as:

<table>
<thead>
<tr>
<th>Land:</th>
<th>Building Site Improvements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$80,000.00</td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,

[Signature]

A J Burns Jr.
Louisiana General Appraiser
LAG 341
STATE OF LOUISIANA  
PARISH OF OUACHITA  

CASH DEED  

BE IT KNOWN AND REMEMBERED: That before the undersigned Notary Public, duly commissioned and sworn, and in the presence of the undersigned legal and competent witnesses, on the date hereinafter written personally came and appeared:  

CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corporation in Ouachita Parish, Louisiana, Tax I.D. #72-600903, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Stacey Rowell, Director of Administration, pursuant to authorization by Ordinance No. ______ of the City Council adopted June 1, 2021, a copy of which is annexed hereto.  

(hereinafter sometimes called the VENDOR),  

and  

WOLF DEVELOPMENT LLC, Tax ID 45-5551368, represented herein by John A. Howell, Jr., Owner, with a preferred mailing address of 1301 Forsythe Ave., Monroe, LA  

(hereinafter sometimes referred to as VENDEE), who declared as follows:  

For and in consideration of the price hereinafter set forth, the said Vendors do hereby grant, bargain, assign, set over, transfer, convey and deliver, without warranty whatsoever, even for the return of the purchase price, but with subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:  

Lots 6, Block 103, DA Brecard Sr.'s Addition  
910 N. 9th St.  
Ouachita Parish, Monroe, Louisiana  
Parcel #75497  

TO HAVE AND TO HOLD the said above-described property unto the said purchasers, their heirs and assigns, free from any lien, mortgage or encumbrances whatsoever.  

The price for which the above sale is made is the sum of ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FIVE AND NO/100 ($126,305.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance given therefor.  

Buyer hereby acknowledges and recognizes that this sale is in "As Is" condition and, accordingly, hereby relieves and releases Vendor and previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden, from all claims in redemption pursuant to Louisiana Civil Code, Articles
2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code, Articles 2541, et seq. Buyer acknowledges he understands that Louisiana redhibition law enables him to hold Seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that he is waiving that right.

VENDEE ACKNOWLEDGES THAT THE ABOVE HAS BEEN EXPLAINED TO HIM AND THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND AGREES TO BE BOUND BY THIS WAIVER OF WARRANTY.

WOLF DEVELOPMENT, LLC

By: __________________________

John A. Howell, Jr., Owner

THUS, DONE AND EXECUTED BY in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana on this ___ day of June 2021.

WITNESSES: __________________________

______________________________

CITY OF MONROE, LOUISIANA

By: __________________________

Stacey Rowell, Director of Administration

______________________________

Notary Public #______________

Print Name: __________________________

STATE OF LOUISIANA
PARISH OF OUACHITA

THUS, DONE AND EXECUTED BY in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana, John A. Howell, Jr., Owner of Wolf Development LLC, having read the above Cash Deed, does now sign his name on this ___ day of June 2021.

WITNESSES: __________________________

______________________________

WOLF DEVELOPMENT, LLC

By: __________________________

John A. Howell, Jr., Owner

______________________________

Notary Public #______________

Print Name: __________________________
ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

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

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

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

An amendment to the Zoning Map to rezone a ±9-acre tract of land located in Ouachita Parish from B-3, General Business/Commercial to B-1, Neighborhood Mixed Use District in order for the applicant to be able to develop the area with residential lots and a commercial strip.

301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition as per plat on file and of record in Plat Book 1, Page 41, in the Clerk's Office, Ouachita Parish Courthouse, Monroe, Louisiana, and including the alleyways within Square 27 and Square 28 and including all of Pear Street lying north of Plum Street and west of Florida Street, Monroe, Ouachita Parish, Louisiana.)

APPLICANT: Cedrick Hemphill, (MA 102-21)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-0-1 vote. The applicant wishes to develop this vacant property in part for single family housing and a commercial strip mall. The B-3, General Business/Commercial District does not allow for both these uses. The B-1, Neighborhood Mixed-Use District is the appropriate zoning district for this development.

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 ±9 acres previously described to B-1,
Neighborhood Mixed-Use 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 11th day of May 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
Case No.: MA 102-21  
Name of Applicant: Cedrick Hemphill  
Address of Property: 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition.)  
Size of Property: ±9 acres  
Present Zoning: B-3, General Business/Commercial  
Proposed Zoning: B-1, Neighborhood Mixed Use District  
Council District: 4  
Future Land Use: Commercial Urban  
Consistent to the Comprehensive Plan: Yes  

REQUEST: A request to rezone 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition) from B-3, General Business/Commercial District to B-1, Neighborhood Mixed Use District.  

PRESENT USE: Vacant land  

MOST NEARLY BOUNDED BY (STREETS): North of Plum Street; south of Peach Street; east of Railway Avenue and west of Florida Street.  

SURROUNDING LAND USES: The surrounding land use consists of residential to the west, east and south; mixture of commercial and residential to the north. There is a railroad yard and Mid-South Extrusion to the southwest.  

ADVERSE INFLUENCES:  

POSITIVE INFLUENCES: The change in zoning will allow for additional residential and commercial development. This is a mixed-use development.  

COMMENTS/ RECOMMENDATIONS: The applicant wishes to construct single-family housing as well as a commercial development (strip mall) on this property. The property is presently zoned B-3, General Business/Commercial. This zoning designation allows for various commercial uses and does not allow for residential. Therefore, the applicant would like to rezone this property from B-3, General Business/Commercial to B-1, Neighborhood Mixed-Use District. The area is predominantly residential with a sprinkling of commercial.
This property is made up of various lots within Squares 27 and 28. The property will need to be resubdivided in order to develop both the commercial strip and the residential lots. There is also a street shown on the plat of the proposed development that will have to be approved and accepted by City Council. The commercial strip will need to go through a Site Plan Review. There are several alleys and a street right-of-way that will need to be revoked.

The **Future Land Use Classification** for this area is **Commercial Urban**. These are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and include large mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.

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.
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 rezoning of 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition) from B-3, General Business/Commercial to B-1, Neighborhood Mixed Use District.

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

Case No.: MA 102-21
Name of Applicant: Cedrick Hemphill
Address of Property: 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition.)
Size of Property: ±9 acres
Present Zoning: B-3, General Business/Commercial
Proposed Zoning: B-1, Neighborhood Mixed Use District
Council District: 4
Future Land Use: Commercial Urban
Consistent to the Comprehensive Plan: Yes

REQUEST: A request to rezone 301 Plum Street (All of Square 27 and Square 28 of Ouachita Mills Second Addition) from B-3, General Business/Commercial District to B-1, Neighborhood Mixed Use District.

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS): North of Plum Street; south of Peach Street; east of Railway Avenue and west of Florida Street.

SURROUNDING LAND USES: The surrounding land use consists of residential to the west, east and south; mixture of commercial and residential to the north. There is a railroad yard and Mid-South Extrusion to the southwest.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES: The change in zoning will allow for additional residential and commercial development. This is a mixed-use development.

COMMENTS/RECOMMENDATIONS:
The applicant wishes to construct single-family housing as well as a commercial development (strip mall) on this property. The property is presently zoned B-3, General Business/Commercial. This zoning designation allows for various commercial uses and does not allow for residential. Therefore, the applicant would like to rezone this property from B-3, General Business/Commercial to B-1, Neighborhood Mixed-Use District. The area is predominantly residential with a sprinkling of commercial.
This property is made up of various lots within Squares 27 and 28. The property will need to be resubdivided in order to develop both the commercial strip and the residential lots. There is also a street shown on the plat of the proposed development that will have to be approved and accepted by City Council. The commercial strip will need to go through a Site Plan Review. There are several alleys and a street right-of-way that will need to be revoked.

The Future Land Use Classification for this area is Commercial Urban. These are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and include large mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.

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 offered by Mr. ____________________:
who moved for its adoption and was seconded by Mr. ____________________:

AN ORDINANCE CONTRACTING THE BOUNDARIES OF THE CITY OF MONROE, LOUISIANA, PROVIDING FOR THE RECORDERATION OF THE ENTIRE BOUNDARY AS AMENDED: ESTABLISHING THE EFFECTIVE DATE THEREOF, AND PROVIDING FURTHER WITH RESPECT THERETO:

WHEREAS, a petition has been filed by the City of Monroe regarding the
hereinafter described property requesting that the City Council contract the boundaries of
the City of Monroe, Louisiana, to exclude said property within said boundaries, and

WHEREAS, there has been continuously on file in the office of the Clerk of the
City of Monroe, Louisiana, for more than ten (10) days prior hereto, a detailed
description of said property, together with a plat thereof, and

WHEREAS, the City Council deems it to be in the best interest of the City of
Monroe to separate the said property from the boundaries of the City of Monroe,
Louisiana.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal
session convened, that the boundaries of the City of Monroe be and they are hereby are
contracted so as to exclude therein, the following described area:

From an iron pipe atop Indian Mound at the west end and north
side of Pargoud Landing Drive whose coordinates are State Plane
Coordinates, La North Nad 83 Northing 747075.2786, Easting
3396912.6505 thence proceed S47°32’13.31” E, a distance of
31,972.33’ to the POINT OF BEGINNING, said POINT OF
BEGINNING being on the north side of the south I-20 Service
Road near its intersection with Wolsey Road:

From POINT OF BEGINNING thence S84°28’51.36” E along
the north side of the south I-20 Service Road a distance of
5515.75’ to a point on the north side of the south I-20 Service
Road near its intersection with Gregory Drive, thence
S6°6’33.85”W a distance of 42.90’ to the south side of the south
I-20 Service Road thence N84°30’17.84” W along the south side
of the south I-20 Service Road a distance of 5510.48’, thence
N03°48.49”W a distance of 45.46’ to the POINT OF
BEGINNING, containing 5.575 acres ± and encompassing the
south I-20 Service Road between Wolsey Road and Gregory
Road
APPLICANT: City of Monroe (DeAnx 100-21)

Whereas, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-0-1 vote.

BE IT FURTHER ORDAINED that within ten (10) days after the adoption hereof the description of the contracted boundary of the City of Monroe, after exclusion of the aforesaid property, shall be recorded by the Clerk of the City of Monroe in the Conveyance Records for Ouachita Parish, Louisiana, and such description as recorded shall become the official boundary of the Municipality as of the effective date of this Ordinance, all in accordance with the provision of LA-R.S. 33:171 et seq.

SECTION 3. BE IT FURTHER ORDAINED that this Ordinance shall be effective thirty (30) days after adoption and publication hereof on the manner prescribed by law.

This ordinance was INTRODUCED on the 11th day of May, 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
City of Monroe
Planning Commission

CASE NO.: D-ANX 100-21
NAME OF APPLICANT: CITY OF MONROE
SITE ADDRESS: FRONTAGE ROAD (South side of Frontage Road from Woolsey Road to Gregory Drive)
COUNCIL DISTRICT: 3

REQUEST: The applicant wishes to deannex those portions of the paved portion of the right-of-way of Frontage Road from Woolsey Road to Gregory Drive.

SIZE OF PROPERTY: ±5.6 acres

PRESENT USE: Vacant land.

MOST NEARLY BOUNDED BY (STREETS): The south side of Frontage Road from Woolsey Road to Gregory Drive.

ADVERSE INFLUENCES:

POSTITIVE INFLUENCES: This deannexation will correct the discrepancy of the ownership of the paved portion of Frontage Road.

COMMENTS/ RECOMMENDATIONS:

The reason for this deannexation is the confusion of who owns and maintains the right of was from Woolsey Road to Gregory Drive.

There have been numerous annexations along Frontage Road east of Garrett Road staring with Sam’s in 1987. There was an annexation approved in 1991 that included the entire ROW for Frontage Road, paved and unpaved, from Woolsey Road to 6680 Frontage Road. There is no mention of whether the DOTD was notified. Most of the annexations along this section were based off being "adjacent to the City Limits" because they touched the ROW.

The annexations between Woolsey Road and Gregory Drive have included parts of the paved right-of-way in the annexations. 6800/6900 Frontage Road, between Woolsey Road and Gregory Drive, was annexed in 2012. A "Letter of no Objection" was received from the DOTD regarding
the inclusion of the entire ROW, paved and unpaved. Louisiana Revised State Statute 33:180 B allows the annexation of the paved portion of a right-of-way if the property adjacent to the side of the right-of-way is included in the annexation. The DOTD notified us in 2015 that Frontage Road was considered part of the I-20 right-of-way. They also informed us that the state statutes had been amended in 2012 to include "at the discretion of the Department of Transportation and Development, the paved portion of an interstate highway right-of-way may be excluded from the annexation without the annexation being considered non-contiguous." Annexations from this time forward only included the unpaved portion of Frontage Road with DOTD approval. DOTD was notified when these annexations were applied for and they provided a "Letter of No Objection" for these annexations.

7370 Frontage Road is on the west side of Gregory Road only included the unpaved portion of the road. This was the first annexation done after the notification by DOTD. This annexation received a "Letter of No Objection." The annexations of 7460, 7560, 6500 were all done with just the inclusion of the unpaved portion of the ROW and letters of no objection from the DOTD.

The entire Frontage Road ROW from Woolsey Road to Gregory Drive has been in the City limits and the ROW from Gregory Drive to the eastern City Limit line (7560 Frontage) is not in the City Limits with the exception of the unpaved portions allowed by DOTD.

Therefore, the deannexation is needed to clear up who owns and maintains this road. It will also clear up which law enforcement agency responds to traffic accidents and other incidents along this ROW.

OPTIONS:

Approve the applicant's request to annex a ±5.6-acre tract of land into the City, as presented.

Deny the applicant's request to annex ±5.6-acre tract of land into the City, as presented.
PUBLIC HEARING
CITY OF MONROE ZONING COMMISSION
May 3, 2021
CITY HALL
MONROE, LOUISIANA

RE: DEANX 106-21
APPLICANT: & Dahal Investments, LLC

MOTIONED BY: Mr. Jasmin 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
deanxation of those paved parts of the I-20 Service Road between Halsey Road and Gregory
Drive.

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

STATE OF LOUISIANA
CITY OF MONROE

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 ±4.4-acre tract of land located in Ouachita Parish from B-1, Neighborhood Mixed Use District to B-2, Neighbor Business District in order for the applicant to be able to develop the area with uses such as full-service restaurants and multi-family housing.

1203 and 1207 DeSiard Street, 700-716 Adams Street, 709 Adams Street, 1212 Washington Street, and Lots 1-4, Square 40 Filhiols First Addition.

APPLICANT: Michael Echols and City of Monroe, (MA 101-21)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-0-1 vote. The applicant wishes to develop this vacant property for restaurants, retail and multi-family residential. The B-1, Neighborhood Mixed-Use District does not allow for all these uses. The B-2, Neighborhood Business District is the appropriate zoning district for this development.

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 ±4.4 acres previously described to B-2, Neighborhood Business 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 27th day of April 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
City of Monroe
Planning Commission

Case No.: MA 101-21
Name of Applicant: Michael Echols/City of Monroe
Address of Property:
1203 & 1207 DeSiard Street
700-716 Adams Street, 709 Adams Street
1212 Washington Street and
Lots 1-4, Square 40, Filihols First Addition
Size of Property: 4.44 acres
Present Zoning: B-1, Neighborhood Mixed Use District
Proposed Zoning: B-2, Neighborhood Business District
Council District: 4
Future Land Use: Medium intensity mixed use
Consistent to the Comprehensive Plan: Yes

REQUEST: A request to rezone 1203 and 1207 DeSiard Street, 700-716 Adams Street, 709 Adams Street, 1212 Washington Street and Lots 1-4, Square 40 Filihols First Addition from B-1, Neighborhood Mixed-Use District to B-2, Neighborhood Business District.

PRESENT USE: Vacant building and land; Farmers Market

MOST NEARLY BOUNDED BY (STREETS): North of DeSiard Street; south of Washington Street; east of N 11th Street and west of N 14th Street.

SURROUNDING LAND USES: The surrounding land use consists of J.S. Clark Magnet school and St. Matthew’s Cemetery to the north; residential to the south; vacant land and the Renewal Center to the east; and vacant land to the west.

ADVERSE INFLUENCES: The change in zoning will allow for additional residential and commercial development.

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

COMMENTS/RECOMMENDATIONS: The applicant and the City of Monroe would like to rezone this property from B-1, Neighborhood Mixed Use to B-2, Neighborhood Business District. There is a bar and grill project that wants to open in this area and the B-1, Neighborhood Mixed-Use District does not allow this type of use or alcohol sales. This area is beginning to develop with these types of uses.
and requires a zoning category that allows more "intense" uses than B-1, Neighborhood Mixed-Use District. The B-2 Neighborhood Business District is the more appropriate zoning classification for this area.

The Future Land Use Classification for this area is Medium Intensity Mixed Use. These are areas with a mix use of residential and commercial areas including live-work spaces and mixed-use development. This development is consistent with the comprehensive plan. The area is beginning to develop as such.

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.
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 1203 & 1207 DeSiard Street, 700-716 Adams Street, 709 Adams Street, 1212 Washington Street and Lots 1-4, Square 40, Filhiols First Addition from B-1, Neighborhood Mixed Use District to B-2 Neighborhood Business District in order to develop this location with restaurants, retail and residential.

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

STATE OF LOUISIANA
CITY OF MONROE

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

AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN THE MONROE AIR INDUSTRIAL PARK AS NOT BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD AT PRIVATE SALE TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the Louisiana Department of Transportation and Development has requested that the City of Monroe sell to the Louisiana Department of Transportation and Development a certain 0.223 acre tract of land located within the Monroe Air Industrial Park with an address of (No Situs) Rifle Range Road, and

WHEREAS, the Louisiana Department of Transportation and Development is in need of the 0.223 acre tract in connection with State Project No: 002-01-0047, State Project No. 002-001-0050; State Project No. H.000169; State Project No. H.000172, F.A.P. No. H000172 – Missouri Pacific R/R Bridge @ Sicard, U.S. 80, Ouachita Parish, Parcel No.1-4-A-1;

WHEREAS, the property to be sold to the Louisiana Department of Transportation and Development is currently vacant, and

WHEREAS, the proposed purchase price of this 0.223 acre tract of land is $7,150.00, said price being the appraised value of the property as per an appraisal dated 2/10/20, by Appraisal Consultants, LLC, a copy of which is attached hereto and made a part hereof, and the cost of the appraisal;

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

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain 0.223 acre tract of land located in Monroe Air Industrial Park in the City of Monroe, Louisiana and more particularly described in the proposed Cash Deed, a copy of which is attached hereto and made a part hereof, as not needed for public use.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and he is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, at
private sale, to LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, 0.223 acre tract of land under the terms, conditions and for the consideration set forth in the said Cash Deed.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and is hereby authorized and empowered to execute the said Cash Deed for and on behalf of the City of Monroe, Louisiana.

BE IT FURTHER ORDAINED that the proposed sale approved herein be and it is hereby conditioned upon approval and consent by the FAA as required by the Act of Conveyance from the United States of America to the City of Monroe which transferred ownership of said property to the City of Monroe.

BE IT FURTHER ORDAINED that the proceeds of said sale be dedicated to and used for the operation, maintenance and development of the Monroe Regional Airport in accordance with the above-mentioned Act of Conveyance.

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

ORDINANCE INTRODUCED on the ___ day of April 2021.

NOTICE PUBLISHED on the ___ day of ____________, 2021, the ___ day of ____________, 2021, and the ___ day of ____________, 2021.

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

AYES:

NAYS:

ABSENT:

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

__________________________
CHAIRMAN

__________________________
CITY CLERK

__________________________
MAYOR'S APPROVAL

__________________________
MAYOR'S VETO
SALE

STATE OF LOUISIANA
PARISH OF OUACHITA

For the price and on the terms and conditions hereinafter set forth, CITY OF MONROE, (Federal I.D. No.: XX-XXXX,__________ (100% interest), a body politic under the laws of the State of Louisiana, permanent mailing address P.O. Box 123, Monroe, LA 71210-0123, herein represented by Friday Ellis, its Mayor, duly authorized to appear herein as per ________________________ dated ________________________, a copy of which is attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", has bargained and sold and does hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of its rights and actions of warranty, unto the Department of Transportation and Development of the State of Louisiana, herein represented by Charles McBride, Real Estate Administrator of said Department of Transportation and Development, P. O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedures Memorandum Number 05, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of Ouachita, Louisiana, to-wit:
DESCRIPTION

ONE (1) tract(s) or parcel(s) of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section(s) 70, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, identified as Parcel No(s). 1-4-A-1, as shown on Sheet No(s). 1A of the property map for STATE PROJECT NO. H.000169, MISSOURI PACIFIC R/R BRIDGE @ SICARD, ROUTE US 80, OUACHITA PARISH, LOUISIANA, prepared by Paul D. Fryer, professional land surveyor, dated August 19, 2019, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL NO(S).

Parcel 1-4-A-1

From a point on the centerline of State Project No. 002-01-0050, at Station 108+06.87, proceed S19°17'25"E a distance of 75.35 feet to the point of beginning; thence proceed N48°58'36"E a distance of 61.97 feet to a point and corner; thence proceed N70°42'35"E a distance of 78.23 feet to a point and corner; thence proceed S21°38'24"E a distance of 54.35 feet to a point and corner; thence proceed along a curve to the left having a radius of 670.01 feet, whose length is 50.88 feet and whose chord length is 50.87 feet and bears S57°2′59″W to a point and corner; thence proceed S54°52′27″W a distance of 86.59 feet to a point and corner; thence proceed N41°1′55″W a distance of 64.38 feet to the point of beginning; All of which comprises Parcel 1-4-A-1 as shown on SHEET 1 of the Right of Way Plans of State Project No. 002-01-0050, and contains an area of 9721.2 square feet or 0.223 acres.

Being a portion of the same property acquired by Vendor from United State of America by Sale of Property, recorded on October 5, 1949, in COB 446, Page 397, in the conveyance records of Ouachita Parish, Louisiana.
This sale and conveyance is made for and in consideration of the price and sum of SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS AND NO/100 ($7,150.00), which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto itself, its heirs, and assigns, all oil and gas minerals beneath the area hereinabove described. It is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.
IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the ___ ___ ___ ___ , 2021.

Do Not Date

WITNESSES:

___________________________

CITY OF MONROE

Printed Name: ____________________________

By: ____________________________

FRIDAY ELLIS

Its: ____________________________

MAYOR

___________________________

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

___________________________

CHARLES MCBRIDE
REAL ESTATE ADMINISTRATOR

___________________________

Printed Name: ____________________________

___________________________

Printed Name: ____________________________
AFFIDAVIT

STATE OF LOUISIANA
PARISH OF OUACHITA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared FRIDAY ELLIS, of the full age and majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That he signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as his voluntary act and deed.

IN FAITH THEREOF, Appraiser executed this acknowledgment in the Parish of Ouachita, State of Louisiana, on this ________ day of ____________________, 2021.

WITNESSES:

________________________________________

Printed Name: ____________________________

________________________________________

Printed Name: ____________________________

________________________________________

FRIDAY ELLIS

Printed Name: ____________________________

________________________________________

NOTARY PUBLIC
February 10, 2020

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 123
Monroe, LA 71202

Re: Appraisal of
0.223 Acre Lot
Little Range Rd.
Monroe, Louisiana, 71201

Dear Ms. Mary Lou Harrison:

The purpose of this report is to provide the appraiser’s opinion of the Market Value of the subject property as of February 10, 2020. This report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser’s opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed. The Direct Sales Comparison Approach was developed.

The property is being acquired by the state as part of a road/bridge construction project.

Lot sales in the subject neighborhood and substitute locations were verified and analyzed. This appraisal report provides the appraiser’s opinion of market value for the subject real property.

Market value is based on reliance on the direct sales comparison approach to value for land only.

Additional Scope of Work details are in the addendum.

Property:
0.223 Acre Lot

Interest Valued:
FREE SIMPLE

Effective Date of Value:
2/10/2020

Date of Report:
2/10/2020
DEFINITION OF "MARKET VALUE"

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 4th Edition
Office of Comptroller of Currency 32 CRF, Part 56 Sub Part C / Appraiser

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, in determining the sales price of the lot for acquisition for Highway Right of Way.

APPRaisal DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable land sales to estimate the value of the lot,
4. developed the direct sales comparison approach to value for the subject property.

The resulting Appraisal Report is a brief recapitulation of the appraiser’s data, analyses, and conclusions. Supporting documentation is retained in the appraiser’s file.

MARKETING EXPOSURE TIME: The market exposure time for the subject is estimated to be eight months, if priced near the market value. The market exposure time is based on analysis of sales.
By reason of my investigation and my analysis patterned with respect to this appraisal assignment, I have formed the opinion that
Market Value of the fee simple interest in the subject property as of Effective Date: February 10, 2022, was

Six Thousand Six Hundred Fifty Dollars
$6,650.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,

A J Burns Jr.
Louisiana General Appraiser
LAAS 3941
ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE EXCHANGE OF PROPERTY BETWEEN THE
CITY OF MONROE AND SCOTT EQUIPMENT SALES COMPANY L.L.C. PURSUANT
TO LA. R. S. 33:4712 AND FURTHER PROVIDING WITH RESPECT
THERETO.

WHEREAS, the City of Monroe owns certain property, Parcels 8-2, 9-1, 9-2, 17-1 &
17-2 as described herein on the attached Exhibits “A”, “B”, “C”, “D” and “E” and Utility
Servitudes designated as Parcels U 8-2 and U 9-1, described respectively on Exhibits “F” and
“G;”

WHEREAS, Scott Equipment Sales Company, L.L.C. owns certain property, Tract
1 and Tract 2, as more fully described on the attached Exhibits “H” and “I” attached hereto
and Predial Servitides described as Servitude 1 and Servitude 2, as more fully described in
Exhibits “J” and “K;”

WHEREAS, the immovable property and servitudes referenced above are also
identified on the Boundary Survey being attached as Exhibit “L;”

WHEREAS both pieces of property are located in the same general area and the
property owned by Scott Equipment Sales Company, L.L.C. is needed for relocation of road
improvements, servitudes and/or right of ways; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe
that the exchange of property owned by the City of Monroe described herein and the
property owned by Scott Equipment Sales Company L.L.C. described herein is hereby
authorized and Stacey Rowell, the Director of Administration, is hereby authorized to sign
all necessary documents to effectuate the exchange of properties described herein.

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.

____________________________
CHAIRMAN

____________________________
CITY CLERK

____________________________
MAYOR’S APPROVAL

____________________________
MAYOR’S VETO
STATE OF LOUISIANA
PARISH OF OUACHITA

ACT OF EXCHANGE

BEFORE ME, the undersigned Notary, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE CITY OF MONROE, LOUISIANA, a political subdivision of the State of Louisiana herein and a body politic represented by Stacey Rowell, Director of Administration, duly authorized to appear herein and to make this exchange on behalf of the City of Monroe by Ordinance No. _____ of the City Council of the City of Monroe, Louisiana, adopted on May____, 2021, a certified copy of which is attached hereto, with the principal mailing address of P. O. Box 123, Monroe, LA 71210,

which declared that it did and does by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to-wit:

For and in consideration of the transfer to it as hereinafter set forth, THE CITY OF MONROE, LOUISIANA, does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

SCOTT EQUIPMENT SALES COMPANY, L.L.C. (TIN XX-XXX1694), a Louisiana Limited Liability Company, whose mailing address is 1000 Highway 165 Bypass, Monroe, Louisiana 71203, appearing through James H. Woods, II, its Agent and Attorney in Fact, duly authorized to appear herein to make this Act of Exchange, pursuant to the resolution attached hereto.

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

IMMOVABLE PROPERTY

PARCELS 8-2, 9-1, 17-1 & 17-2 described on Exhibits “A”, “B”, “C”, “D” and “E” attached hereto and made a part hereof

UTILITY SERVITUDES

The City of Monroe, Louisiana and Scott Equipment Sales, L.L.C. hereby renounce and extinguish the perpetual ten foot wide utility servitudes designated as:

PARCELS U 8-2 AND U 9-1, DESCRIBED RESPECTIVELY ON EXHIBITS “F” AND “G” ATTACHED HERETO

And, now for and in consideration of the exchange to it as aforesaid,

SCOTT EQUIPMENT SALES COMPANY, L.L.C. (TIN XX-XXX1694), a Louisiana Limited Liability Company, whose mailing address is 1000 Highway 165 Bypass, Monroe, Louisiana 71203, appearing through James H. Woods, II, its Agent and Attorney in Fact, duly authorized to appear herein to make this Act of Exchange, pursuant to the resolution attached hereto.

does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

THE CITY OF MONROE, LOUISIANA, a political subdivision of the State of Louisiana herein and a body politic represented by Stacey Rowell, Director of Administration duly authorized to appear herein and to make this exchange on behalf of the City of Monroe by Ordinance No. _____ of the City Council of the City of Monroe, Louisiana, adopted on May____, 2021, a certified copy of which
is attached hereto, with the principal mailing address of P. O. Box 123, Monroe, LA 71210

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

IMMOVABLE PROPERTY

TRACT 1 AND TRACT 2, AS MORE FULLY DESCRIBED ON EXHIBITS “H” AND “I” RESPECTIVELY ATTACHED HERETO

PREDIAL SERVITUDES

SERVITUDE 1 and SERVITUDE 2, AS MORE FULLY DESCRIBED IN EXHIBITS “J” AND “K” RESPECTIVELY ATTACHED HERETO

The immovable property and servitudes conveyed and granted herein are also identified on the Boundary Survey prepared by Ronald J. Riggin II, P.L.S. dated March 17, 2021, said Boundary Survey being attached hereto and made a part hereof as Exhibit “L”.

This exchange is made and mutually delivered and accepted by the parties hereto.

TO HAVE AND TO HOLD the above-described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors and assigns forever.

All state and city taxes for three (3) years preceding passage of this Act of Exchange up to and including the taxes due and exigible in 2020 are paid, and the parties agree that each will pay the taxes for the current year on their respective properties acquired in this Act of Exchange.

THUS DONE, READ AND SIGNED at my office in Monroe, Louisiana on the ___ day of May 2021, in the presence of the undersigned competent witnesses who hereunto sign their names together with said appearer and me, the undersigned Notary Public.

WITNESSES:

CITY OF MONROE, LOUISIANA

BY: Stacey Rowell, Director of Administration

Print Name: __________________________

Print Name: __________________________

______________________________
NOTARY PUBLIC

Print Name: __________________________
Notary ID No.: __________________________
Commission Expires: __________________________
STATE OF LOUISIANA
PARISH OF OUACHITA

THUS DONE, READ AND SIGNED in Monroe, Louisiana, on the ___ day of May 2021, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names together with said appearer and me, the undersigned Notary Public.

WITNESSES:

Print Name:

Print Name:

SCOTT EQUIPMENT SALES
COMPANY, LLC

BY:

James H. Woods, II - Agent and
Attorney in Fact

NOTARY PUBLIC

Print Name:
Notary ID No.:
Commission Expires:
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:

Commencing at a 1-1/4" iron pipe at the Northeast corner of Section 3, Township 17 North, Range 4 East, proceed S69°45'57"W coincident with the North line of Section 3, a distance of 1,240.73 feet to the Northwest corner of a certain 10.32 tract acquired by Scott Equipment Sales Co., Inc., as per deed recorded in Conveyance Book 1037, Page 307, of the Records of Ouachita Parish, Louisiana; thence, proceed S00°16'37"E coincident with the West line of the Scott Equipment Sales Co., Inc. 18.32 Acre Tract a distance of 542.61 feet to a point located 60.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-Way Maps for State Project No. 401-00-03, prepared by E. N. Breckenridge, R.L.S., dated August 10, 1964, said point being the POINT OF BEGINNING; thence, proceed S84°31'03"E parallel with and 60.00 feet North of the North right-of-way line of I-20, a distance of 1,174.02 feet to the East line of Section 3 and East line of the Scott Equipment Sales Co., Inc. 18.32 Acre Tract; thence, proceed S00°00'28"W coincident with the East line of Section 3 and the East line of the Scott Equipment Sales Co., Inc. 18.32 Acre Tract, a distance of 60.00 feet to the Southeast corner thereof, said point being located on the North right-of-way line of I-20; thence, proceed N84°31'03"W coincident with the North right-of-way line of I-20 and the South line of the Scott Equipment Sales Co., Inc. 18.32 Acre Tract, a distance of 1,187.42 feet to the Southwest corner thereof; thence, proceed N00°00'28"W coincident with the West line of the Scott Equipment Sales Co., Inc. 18.32 Acre Tract, a distance of 60.30 feet to the POINT OF BEGINNING, containing 1.612 acres, more or less, and being subject to all rights-of-way easements, and servitudes of record of use; and being more fully shown as Parcel B-2 on Right-of-Way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

[Signature]
J. Walter Ballard
P.L.S. No. 4741
September 4, 2003

EXHIBIT A
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 2, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at a 1-1/4" iron pipe at the Northwest corner of Section 2, Township 17 North, Range 4 East, proceed S0°00'028"W coincident with the West line of Section 2, said line also being the West line of a certain 15.21 acre tract being a portion of the property acquired by Scott Equipment Sales Co., Inc. as per deed recorded in Conveyance Book 1101, Page 401, of the Records of Ouachita Parish, Louisiana, and being further shown on plat of survey dated January 15, 1986 and amended November 9, 1972, prepared by J. C. Crawford, C.E., a distance of 663.47 feet to a point located 60.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 451-09-03, prepared by E. N. Brodman, R.L.S., dated August 10, 1984, said point being the POINT OF BEGINNING; thence, proceed S94°31'06"E parallel with and 60.00 feet North of the North right-of-way line of I-20, a distance of 662.55 feet to the East line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract; thence, proceed S0°00'028"W coincident with the East line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract; thence, a distance of 60.00 feet to the North right-of-way line of I-20; thence, proceed N84°31'06"W with the North right-of-way line of I-20 and South line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract, a distance of 502.37 feet to the Southwest corner thereof; thence, proceed N0°00'28"E coincident with the West line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract, a distance of 62.00 feet to the POINT OF BEGINNING, containing 1,188 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use; and being more fully shown as Parcel 9-1 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

\[Signature\]
J. Walter Ballard
P.L.S. No. 4741
September 4, 2003
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 2, Township 17 North, Range 4 East, and Section 35, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:

Commencing at a 1-1/4" iron pipe at the Northwest corner of Section 2, Township 17 North, Range 4 East, proceed S89°00'28"W coincident with the West line of Section 2, said line also being the West line of a certain 15.21 acre tract being a portion of the property acquired by Scott Equipment Sales Co., Inc, as par deed recorded in Conveyance Book 1101, Page 401, of the Records of Ouachita Parish, Louisiana, and being further shown on plat of survey dated January 18, 1966 and amended November 6, 1972, prepared by J. C. Crawford, C.E., a distance of 663.47 feet to a point located 60.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 481-56-03, prepared by E. N. Brodnax, R.L.S., dated August 10, 1964; thence, proceed N84°31'05"E parallel with and 50.00 feet North of the North right-of-way line of I-20, a distance of 507.88 feet to the point of curvature of a curve to the left, said point being the POINT OF BEGINNING, thence, proceed Northeasternly coincident with a curve to the left having a radius of 592.00 feet, through a central angle of 27°27'10", for an arc length of 239.57 feet; thence, proceed N88°01'44"E, a distance of 104.17 feet to the point of curvature of a curve to the right; thence proceed Northeasternly coincident with a curve to the right having a radius of 430.00 feet, through a central angle of 4°37'05", for an arc length of 30.27 feet to the East line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract, said line also being the West line of a certain 89 Acre Tract acquired by George L. Lufsey, et al, as per deed recorded in Conveyance Book 1122, Page 358, of the Records of Ouachita Parish, Louisiana; thence, proceed S06°00'28"W coincident with the East line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract and West line of the Lufsey, et al 89 Acre Tract, a distance of 116.74 feet to a point located 60.00 feet North of the North right-of-way line of I-20; thence, proceed N89°31'00"W parallel with and 85.00 feet North of the North right-of-way line of I-20, a distance of 354.86 feet to the POINT OF BEGINNING, containing 0.381 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use; and being more fully shown as Parcel 9-2 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

J. Walter Ballard
P.L.S. No. 4741

September 4, 2003

EXHIBIT C

C:\Data2003\Projects\2015\ROW\Legals 6-28-03\Parcel 9-2 Legal.doc

Book: 1938 Page: 352 File Number: 1405309 Seq: 4
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to wit:

Commingling at a 1-3/4" iron pipe at the Northeast corner of Section 3, Township 17 North, Range 4 East, proceed S08°00'28"W coincident with the East line of Section 3, a distance of 25.15 feet to the South right-of-way line of Fontana Road (R.O.W. varies), said point being the POINT OF BEGINNING; thence continue S08°00'28"W coincident with the East line of Section 3, a distance of 636.32 feet to a point located 60.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 451-05-03, prepared by E. N. Brodnax, R.L.S., dated August 10, 1994; thence, proceed N84°31'05"W parallel with and 60.00 feet North of the North right-of-way line of I-20, a distance of 50.00 feet; thence, proceed N80°44'41"E, a distance of 28.41 feet; thence, proceed N09°00'25"E parallel with and 30.00 feet West of the East line of Section 3, a distance of 508.88 feet; thence, proceed N00°44'25"W coincident with the Southerly projection of the West right-of-way line of Fontana Road, a distance of 58.10 feet to the South right-of-way line of Fontana Road; thence, proceed N89°46'57"E coincident with the South right-of-way of Fontana Road, a distance of 37.05 feet to the POINT OF BEGINNING, containing 0.448 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use; and being more fully shown as Parcel 17-1 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

J. Walter Ballard
P.L.S. No. 4741
September 9, 2003
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 2, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:

Commencing at a 1-2" iron pipe at the Northwest corner of Section 2, Township 17 North, Range 4 East, proceed S06°00'28"W coincident with the West line of Section 2, a distance of 25.15 feet to the South right-of-way line of Fontana Road (R.O.W. varies), said point being the POINT OF BEGINNING; thence, proceed N66°45'57"E coincident with the South right-of-way line of Fontana Road, a distance of 32.86 feet to its Easterly terminus, said point also being the Southerly terminus of the East right-of-way line of Fontana Road; thence, proceed S00°44'25"E, coincident with the Southerly projection of the East right-of-way line of Fontana Road, a distance of 61.11 feet; thence, proceed S06°00'28"W parallel with and 30.00 feet East of the West line of Section 2, a distance of 598.88 feet; thence, proceed S30°15'19"E, a distance of 26.16 feet to a point located 60.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 451-06-03, prepared by E. N. Brodnax, R.L.S., dated August 10, 1964; thence, proceed N84°31'05"W parallel with and 60.00 feet North of the North right-of-way line of I-20, a distance of 50.00 feet to the West line of Section 2; thence, proceed N06°00'28"E coincident with the West line of Section 2, a distance of 638.32 feet to the POINT OF BEGINNING, containing 0.440 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use; and being more fully shown as Parcel 17-2 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

J. Walter Ballard
P.L.S. No. 4741

September 10, 2003
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, being more particularly described as follows, to-wit:

Commencing at a 1-1/4" iron pipe at the Northeast corner of Section 3, Township 17 North, Range 4 East, proceed S89°46'57"W coincident with the North line of Section 3, a distance of 1,240.73 feet to the Northwest corner of a certain 18.32 tract acquired by Scott Equipment Sales Co., Inc., as per deed recorded in Conveyance Book 1037, Page 307, of the Records of Ouachita Parish, Louisiana; thence, proceed S0°16'37"E coincident with the West line of the Scott Equipment Sales Co., Inc., 18.32 Acre Tract a distance of 532.46 feet to a point located 70.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 451-06-03, prepared by E. N. Brodsky, R.L.S., dated August 10, 1964, said point being the POINT OF BEGINNING; thence, continue S0°16'37"E coincident with the West line of the Scott Equipment Sales Co., Inc., 18.32 Acre Tract, a distance of 10.05 feet to a point located 60.00 feet North of the North right-of-way line of I-20; thence, proceed S84°31'05"E parallel with and 80.00 feet North of the North right-of-way line of I-20, a distance of 1,124.02 feet; thence, proceed N89°44'41"E, a distance of 14.21 feet to a point located 70.00 feet North of the North right-of-way line of I-20; thence, proceed N84°31'05"W parallel with and 70.00 feet North of the North right-of-way line of I-20, a distance of 1,195.12 feet to the POINT OF BEGINNING, containing 0.269 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use, and being more fully shown as Parcel U 8-2 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Road, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

J. Walter Ballard
P.L.S. No. 4741
REG. No. 4741
PROFESSIONAL LAND SURVEYOR

September 22, 2003
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 2, Township 17 North, Range 4 East, Land District North of Red River, Cusichita Parish, Louisiana, being more particularly described as follows, to-wit:

Commencing at a 1-1/4" iron pipe at the Northwest corner of Section 2, Township 17 North, Range 4 East, proceed S08°00'00"W coincident with the West line of Section 2, a distance of 25.16 feet to the South right-of-way line of Fontana Road (P.O.W. varies), thence, proceed N09°45'57"E coincident with the South right-of-way line of Fontana Road, a distance of 22.66 feet to its Easterly terminus, said point also being the Southerly terminus of the East right-of-way line of Fontana Road and the POINT OF BEGINNING; thence, continue N09°45'57"E coincident with the Easterly projection of the South right-of-

way line of Fontana Road, a distance of 10.00 feet; thence, proceed S00°44'25"E parallel with the Southerly projection of the East right-of-way line of Fontana Road, a distance of 51.61 feet; thence, proceed S00°00'28"W parallel with and 40.00 feet East of the East line of Section 2, a distance of 556.26 feet; thence, proceed S39°15'19"E, a distance of 19.02 feet to a point located 70.00 feet North of the North right-of-way line of Interstate Highway 20 (I-20), as per Right-of-way Maps for State Project No. 451-03-03, prepared by E. N. Brodnax, RLS., dated August 10, 1984; thence, proceed S58°31'09"E parallel with and 70.00 feet North of the North right-of-way line of I-20, a distance of 453.71 feet to the point of curvature of a curve to the left; thence, proceed Northwesterly coincident with a curve to the left having a radius of 450.00 feet, through a central angle of 27°27'10", for an arc length of 324.78 feet; thence, proceed N08°01'44"E, a distance of 104.17 feet to the point of curvature of a curve to the right; thence, proceed Northwesterly coincident with a curve to the right having a radius of 463.00 feet, through a central angle of 5°09'16", for an arc length of 41.36 feet to the East line of a certain 15.21 acre tract being a portion of the property acquired by Scott Equipment Sales Co., Inc., as per deed recorded in Conveyance Book 1101, Page 401, of the Records of Cusichita Parish, Louisiana, and being further shown on plat of survey dated January 16, 1986 and amended November 9, 1972, prepared by J. C. Crawford, C.E.; thence, proceed S88°00'28"W coincident with the East line of the Scott Equipment Sales Co., Inc. 15.21 Acre Tract, a distance of 10.87 feet, said point being located in a curve concave to the North, to which point a radial line bears N16°49'00"W; thence, proceed Southwesterly coincident with a curve concave to the North having a radius of 450.00 feet, the chord of which bears S70°20'16"W, for a chord length of 36.28 feet, and an arc length of 35.27 feet; thence, proceed S88°01'44"W, a distance of 104.17 feet to the point of curvature of curve to the right; thence, proceed Westerly coincident with a curve to the right having a radius of 650.00 feet, through a central angle of 27°27'10", for an arc length of 239.57 feet to a point located 60.00 feet North of the North right-of-way line of I-20; thence, proceed N04°31'05"W parallel with and 60.00 feet North of the North right-of-way line of I-20, a distance of 457.88 feet; thence, proceed N09°15'19"W, a distance of 28.15 to a point located 33.00 feet East of the West line of Section 2; thence, proceed N80°00'28"E parallel with and 33.00 feet East of the West line of Section 2, a distance of 659.86 feet to its intersection with the Southerly projection of the East right-of-way line of Fontana Road; thence, proceed N04°44'25"W coincident with the Southerly projection of the East right-of-

way line of Fontana Road, a distance of 61.11 feet to the POINT OF BEGINNING, containing 0.340 acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record or of use; and being more fully shown as Parcel U 9-1 on Right-of-way Maps for I-20 Frontage Road (North), Garrett Road to Wagon Wheel Rd, prepared by J. Walter Ballard, P.L.S., dated November, 2002.

J. Walter Ballard
P.L.S. No. 4741
September 22, 2003
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Sections 2 & 3, Township 17 North, Range 4 East and Section 35, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1-1/4" iron pipe at the southwest corner of Section 35, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed North 00°44'25" West along the west line of said Section 35, a distance of 346.37 feet to a found p.k. nail at the southwest corner of a certain 9.863 acre tract conveyed to HCI Limited Partnership by deed recorded in Conveyance Book 2288, Page 748 of the records of Ouachita Parish, Louisiana; thence proceed South 85°06'20" East along the south line of the said HCI Limited Partnership Tract, a distance of 20.10 feet to a set 5/8" rebar on the east right-of-way line of Fontana Road (60' R.O.W.) and the POINT OF BEGINNING; thence continue South 85°06'20" East along the south line of the said HCI Limited Partnership Tract, a distance of 10.05 feet to a found 5/8" rebar; thence proceed South 00°44'25" East, a distance of 974.00 feet to a set 5/8" rebar; thence proceed South 42°37'45" East, a distance of 44.67 feet to a set 5/8" rebar; thence proceed South 84°31'06" East, a distance of 725.13 feet to a set 5/8" rebar on the west line of a certain 4.513 acre tract conveyed to the City of Monroe by deeds recorded in Conveyance Book 1916, Page 880 & Page 894 of the records of Ouachita Parish, Louisiana; thence proceed South 06°00'28" West along the west line of the said City of Monroe Tract, a distance of 70.00 feet to a found 5/8" rebar at the southwest corner of the said City of Monroe Tract and also on the north right-of-way line of Interstate Highway 20 as per the State of Louisiana Department of Highways Right-of-Way Maps for State Project No. 451-06-03, Route I-20 (Monroe-Rayville), as prepared by E.N. Broadax, Registered Land Surveyor, dated August 10, 1964; thence proceed North 84°31'06" West along the north right-of-way line of Interstate Highway 20, a distance of 924.90 feet to a set 5/8" rebar; thence proceed North 05°28'54" East, a distance of 70.00 feet to a set 5/8" rebar; thence proceed South 84°31'06" East, a distance of 70.00 feet to a set 5/8" rebar; thence proceed North 47°22'15" East, a distance of 40.06 feet to a set 5/8" rebar; thence proceed North 00°44'25" West, a distance of 568.31 feet to a set 5/8" rebar; thence proceed North 45°29'15" West, a distance of 42.61 feet to a set 5/8" rebar on the south right-of-way line of Fontana Road (50' R.O.W.); thence proceed North 89°45'57" East along the south right-of-way line of Fontana Road, a distance of 90.00 feet to a set 5/8" rebar on the east right-of-way line of Fontana Road (60' R.O.W.); thence proceed North 00°44'25" West along the east right-of-way line of Fontana Road, a distance of 369.57 feet to the POINT OF BEGINNING, containing 2.618 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor dated March 17, 2021.
Tract 2 (0.666 Acres)
I-20 North Frontage Road Extension
Scott Equipment Sales Company, Inc.
Section 3, T17N, R4E
Land District North of Red River
Ouachita Parish, Louisiana
L&A, Inc. Project No. 21E005.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1-1/4" iron pipe at the northeast corner of Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 89°45'41" West along the north line of said Section 3, a distance of 1,241.17 feet to a found ¾" iron pipe at the northeast corner of a certain 5.14 acre tract conveyed to Robert K. Stone, Et Ux by deed recorded in Conveyance Book 1371, Page 626 of the records of Ouachita Parish, Louisiana; thence proceed South 00°14'12" East along the east line of the said Stone Tract, a distance of 24.90 feet to a found 5/8" rebar on the south right-of-way line of Fontana Road (50' R.O.W.) and the POINT OF BEGINNING; thence proceed North 89°45'57" East along the south right-of-way line of Fontana Road, a distance of 50.00 feet to a set 5/8" rebar; thence proceed South 00°14'12" East, a distance of 582.84 feet to a set 5/8" rebar on the north right-of-way line of Interstate Highway 20 as per the State of Louisiana Department of Highways Right-of-Way Maps for State Project No. 451-06-03, Route 1-20 (Monroe-Rayville), as prepared by E.N. Brodnax, Registered Land Surveyor, dated August 10, 1964; thence proceed North 84°31'06" West along the north right-of-way line of Interstate Highway 20, a distance of 50.25 feet to a set 5/8" rebar at the southeast corner of the aforementioned Stone Tract; thence proceed North 00°14'12" West along the east line of the said Stone Tract, a distance of 577.83 feet to the POINT OF BEGINNING, containing 0.666 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor dated March 17, 2021.
LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 2, Township 17 North, Range 4 East and Section 35, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1-1/4" iron pipe at the southwest corner of Section 35, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed North 00°44'25" West along the west line of said Section 35, a distance of 346.37 feet to a found p.k. nail at the southwest corner of a certain 9.863 acre tract conveyed to HCI Limited Partnership by deed recorded in Conveyance Book 2288, Page 748 of the records of Ouachita Parish, Louisiana; thence proceed South 85°06'20" East along the south line of the said HCI Limited Partnership Tract, a distance of 30.15 feet to a found 5/8" rebar, and the POINT OF BEGINNING; thence continue South 85°06'20" East along the south line of the said HCI Limited Partnership Tract, a distance of 10.05 feet; thence proceed South 00°44'25" East, a distance of 969.18 feet; thence proceed South 42°37'45" East, a distance of 37.01 feet; thence proceed South 84°31'06" East, a distance of 601.40 feet; thence proceed North 86°02'03" East, a distance of 121.84 feet to the west line of a certain 4.513 acre tract conveyed to the City of Monroe by deeds recorded in Conveyance Book 1916, Page 880 & Page 894 of the records of Ouachita Parish, Louisiana; thence proceed South 06°00'28" West along the west line of the said City of Monroe Tract, a distance of 30.00 feet to a set 5/8" rebar; thence proceed North 84°31'06" West, a distance of 725.13 feet to a set 5/8" rebar; thence proceed North 42°37'45" West, a distance of 44.67 feet to a set 5/8" rebar; thence proceed North 00°44'25" West, a distance of 974.00 feet to the POINT OF BEGINNING, containing 0.426 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor dated March 17, 2021.
Servitude 2 (1.038 Acres)
I-20 North Frontage Road Extension
Scott Equipment Sales Company, Inc.
Sections 2 & 3, T17N, R4E
Land District North of Red River
Ouachita Parish, Louisiana
L&A, Inc. Project No. 21E005.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Sections 2 & 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1-1/4" iron pipe at the northeast corner of Section 3, Township 17 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 89°45'41" West along the north line of said Section 3, a distance of 1,241.17 feet to a found 3/4" iron pipe at the northeast corner of a certain 5.14 acre tract conveyed to Robert K. Stone, Et Ux by deed recorded in Conveyance Book 1371, Page 626 of the records of Ouachita Parish, Louisiana; thence proceed South 00°14'12" East along the east line of the said Stone Tract, a distance of 24.90 feet to a found 5/8" rebar on the south right-of-way line of Fontana Road (50' R.O.W.); thence proceed North 89°45'57" East along the south right-of-way line of Fontana Road, a distance of 50.00 feet to a set 5/8" rebar and the POINT OF BEGINNING; thence continue North 89°45'57" East along the south right-of-way line of Fontana Road, a distance of 1,121.38 feet to a set 5/8" rebar; thence proceed South 45°29'15" East, a distance of 42.61 feet to a set 5/8" rebar; thence proceed South 00°44'28" East, a distance of 568.31 feet to a set 5/8" rebar; thence proceed South 47°22'15" West, a distance of 40.06 feet to a set 5/8" rebar; thence proceed North 84°31'06" West, a distance of 70.00 feet to a set 5/8" rebar; thence proceed South 05°28'54" West, a distance of 70.00 feet to a set 5/8" rebar on the north right-of-way line of Interstate Highway 20 as per the State of Louisiana Department of Highways Right-of-Way Maps for State Project No. 451-06-03, Route 1-20 (Monroe-Rayville), as prepared by E.N. Brodnax, Registered Land Surveyor, dated August 10, 1964; thence proceed North 84°31'06" West along the north right-of-way line of Interstate Highway 20, a distance of 1,055.68 feet to a set 5/8" rebar; thence proceed North 00°14'12" West, a distance of 25.13 feet; thence proceed South 84°31'06" East, a distance of 1,048.19 feet; thence proceed North 05°28'54" East, a distance of 55.00 feet; thence proceed South 84°31'06" East, a distance of 75.54 feet; thence proceed North 47°22'15" East, a distance of 31.13 feet; thence proceed North 00°44'25" West, a distance of 559.73 feet; thence proceed North 45°29'15" West, a distance of 34.38 feet; thence proceed South 89°45'57" West, a distance of 1,117.27 feet; thence proceed North 00°14'12" West, a distance of 10.00 feet to the POINT OF BEGINNING, containing 1.038 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor dated March 17, 2021.
EMERGENCY ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. __________

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

AN ORDINANCE DECLARING THE CONDITION OF THE TEXAS TO STANDIFER SEWER TRUNK LINE AT THE INTERSECTION OF STANDIFER AND GORDON AN EMERGENCY NECESSITATING DEMOLITION, BYPASS AND REPAIR OR REPLACEMENT AND OTHER REPAIRS FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe operates the Texas to Standifer sewer trunk line located in the City of Monroe.

WHEREAS, a cave-in has occurred on the trunk line in the vicinity of the intersection of Standifer and Gordon Streets.

WHEREAS, inspections have identified defects indicating degradation of the structural capacity of the existing concrete pipe such that additional damage to property is imminent.

WHEREAS, based upon an engineering evaluation the recommended repair is to replace and or bypass the impacted area with new pipe from manhole GM-04 to the Standifer high service lift station.

WHEREAS, the City of Monroe immediately undertook to solicit emergency repairs with the preparation of specifications and communications with contractors to locate and mobilize resources for the necessary repairs and replacement.

WHEREAS, engineering and surveying and the solicitation of quotes are in progress, materials including specifically piping materials are being ordered, and contractors are being mobilized to make the necessary repairs.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the condition of the Texas to Standifer Sewer Trunk Line in the vicinity of the intersection of Standifer and Gordon Streets and from Lee Avenue at Nichols to the Standifer High Service lift station is declared an emergency posing a danger to the public necessitating repair and replacement including the demolition, bypass, surveying, engineering and acquisition of materials, easements and rights of way and is hereby further declared a continuing emergency.

BE IT FURTHER ORDAINED that such emergency repairs necessary to repair the condition are authorized and Mayor Friday Ellis or his designated representative of the City of Monroe is authorized to enter into such contracts as may be necessary to complete the project.

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

AYES:

NAYS:

ABSENT:

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

________________________
CHAIRMAN

________________________
CITY CLERK

________________________
MAYOR'S APPROVAL

________________________
MAYOR'S VETO