

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – JUNE 12, 2018, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Echols
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Wilson
5. Mr. Clark
6. Mayor Mayo

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF MAY 22, 2018:

(Public Comment)

V: PUBLIC ANNOUNCEMENT:

PUBLIC NOTICE

NOTICE OF INTENT TO CONSIDER A REQUEST FROM THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT TO CALL AN ELECTION FOR A CITY-WIDE SPECIAL PROPERTY TAX FOR THE PURPOSES AND BENEFIT OF THE DISTRICT

Notice is hereby given in accordance with Section 19.1 of Title 42 of the Louisiana Revised Statutes of 1950, as amended, that the City Council, acting as the governing authority of the City of Monroe, State of Louisiana (the "City"), at its regularly scheduled meeting on July 24, 2018, at its regular meeting place, the Monroe City Hall, 400 Lea Joyner Expressway, Monroe, Louisiana, at 6:00 p.m., will discuss and consider a request from the Downtown Economic Development District of the City of Monroe (the "District") to adopt a resolution ordering and calling an election to authorize the levy of a city-wide special property tax to be used exclusively for the purposes and benefit of the District, and specifically for the purpose of funding the District's "Downtown Monroe Economic Development Action Plan" (to be submitted by the District at such meeting) and upon approval by the qualified voters therein, for such tax to be levied thereafter.

By CITY COUNCIL OF THE CITY OF MONROE, STATE OF LOUISIANA

FOR ANNOUNCEMENT AND PUBLICATION IN THE OFFICIAL JOURNAL

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 1310 South First Street (D4) (Curatorship - Curtis Gordon Jr & Barbara Ann Jones)
2. 1601 South 6th Street (D4) (Curatorship - Robert Lee 7 Bessie Lou Washington)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Accept the bid of Cascade Engineering, Grand Rapid, MI for Mobile Refuse Containers Ref#2019-0000006 as recommended by the Director of Administration as meeting the specifications of this bid. The Vendor meets the specifications of this bid and has been cleared by the Tax and Revenue Division.

(b) Accept the bid of Central Oil Company, Monroe LA for Off Road Gasoline and Diesel Ref#2019-0000007 as recommended by the Director of Administration as meeting the specifications of this bid. The Vendor meets the specifications of this bid and has been cleared by the Tax and Revenue Division.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution appointing the News-Star as the Official Journal of the City of Monroe, Louisiana, pursuant to the Louisiana R. S. 43:141 et. seq. and further providing with respect thereto.

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the Blackheart Affiliates LLC (Summer Jam) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a Professional Services Agreement with Gallagher Benefit Services Inc. for Professional Services relating to Human Resources Consulting and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a grant agreement (Grant No. B-16-DI-220001/year 2016) with the Louisiana Division of Administration Office of Community Development (OCD-DRU) for the Disaster Recovery Unit and further providing with respect thereto.

(c) Adopt a Resolution authorizing the Mayor of the City of Monroe to execute an Agreement/Amendment to an agreement for the collection of sales and use taxes for the Town of Richwood.

(d) Adopt a Resolution authorizing the Mayor of the City of Monroe to execute an Agreement/Amendment to an agreement for the collection of sales and use taxes for the City of West Monroe.

(e) Adopt a Resolution authorizing the Mayor of the City of Monroe to execute an Agreement/Amendment to an agreement for the collection of sales and use taxes for the Police Jury for the Parish of Ouachita.

3. Department of Planning & Urban Development:

Public Comment:

(a) Consider a request by Taco Bandito for a major conditional use permit authorizing the use for the existing business (2127 Forsythe Avenue, Suite1) to sell alcohol for on-premise consumption. The Comprehensive Zoning Ordinance allows alcohol sales for on-premise consumption as a Major Conditional Use in the B-2 Neighborhood Business District. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

(b) Consider a request by Taco Bandito for a major conditional use permit authorizing the use for the drive-through at the existing business (2127 Forsythe Avenue, Suite2) to sell alcohol for off-premise

consumption. The Comprehensive Zoning Ordinance allows alcohol sales for off-premise consumption as a Major Conditional Use in the B-2 Neighborhood Business District. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution confirming the appointment of the Planning and Urban Development Director for the City of Monroe and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing the acceptance of the fiscal year 2018 Small Urban Federal Transit Administration Section Funds, Section 5307 Program and further providing with respect thereto.

(b) Adopt a Resolution authorizing Monroe Regional Airport to advertise for bids for the construction of Runway 14-32 Phase 1 Extension at the Monroe Regional Airport, and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract with James M. Standard & Associates, Inc., to provide Professional Electrical Engineering & Related Services to evaluate, make recommendations, design, and implement improvements at various pump stations & lift stations and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a Cooperative Endeavor Agreement with the Ouachita Parish Police Jury relating to disaster funding from FEMA and the Office of Community Development and further providing with respect thereto.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor to execute extra work letter No. 4 to contract number 4400005459 EWL #4 State Project No. H.004780.5 (Kansas Lane Connector US 80 to US 165) between the City of Monroe and Denmon Engineering Co., Inc., for an increase in the contract amount of \$33,243.00 and an additional 31 days to contract time of said project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice of a Public Hearing to rezone three (3) separate tracts of land for a total of ±2.54-acres from B-1, Neighborhood Mixed Use District, R-4, High Density Residential District and B-3, General Business/Commercial District to I-1, Commercial/Industrial Business Park District, located in Ouachita Parish (Lots in the 200 block of N 14th Street and the 1700 block of Wallace Street) – Applicant - James Machine Works, LLC – (P&Z)
- (b) Introduce an Ordinance revoking a 51.15’ by 190.22’ or .225 acre (more or less) tract of land being a portion of the dedicated Grammont Street of Delery’s 1st Addition west of South 11th Street located in Section 54, Township North, Range 3 East, Ouachita Parish, Louisiana, and further providing with respect thereto. (P&Z)

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

Public Comment:

- (a) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Judy J. Adams, for two thousand four hundred forty-seven and 14/100 dollars, all rights, title and interest that the City may have acquired in and to Lot 25, Square 88, Unit 15, Booker T. Washington Addition, Monroe, La, by adjudication at Tax Sale dated August 9, 2005, and further with respect thereto. (Legal)
- (b) Finally adopt an Ordinance authorizing the City of Monroe to acquire a certain parcel of real property known as 385 Betin Avenue, from Max Daniel Hutto and Joan Hutto McPherson, situated in Ouachita Parish for the purpose of the construction of a fire station, and further providing with respect thereto. (Fire Dept.)
- (c) Finally adopt an Ordinance establishing a six (6) month Moratorium upon the receipt and processing of all applications for certificates of occupancy, building permits and any other land use development approvals associated with tire stores; setting a public hearing date and further providing with respect thereto. (P&Z)
- (d) Finally adopt an Ordinance amending Chapter 37, Zoning, Article V. Site Development Standards, Section 37-76 Accessory Structures and Uses of the Code of the City of Monroe of the Ordinance of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)
- (e) Finally adopt an Ordinance authorizing the City of Monroe, Louisiana to proceed with an Expropriation Suit or otherwise acquire a certain parcel of real property designated as parcel 2-4, 2-4-D-1 and 2-4-U-1 from the Monroe Limited Liability Company in connection with a project to connect Nutland Road with Lowes Frontage Road, and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session
May 22, 2018
6:00 p.m.
City Council Chambers-City Hall
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There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, Council Chambers, City Hall Building, Monroe, Louisiana.

The Honorable Gretchen Ezernack, Chairwoman, called the meeting to order; she asked the clerk to call the roll.

Council members present for roll call: Mr. Echols, Mrs. Ezernack, Mr. Wilson; Ms. Woods, Mr. Clark.

Council members absent: None.

Chairwoman Ezernack announced that a quorum was present; the Invocation and the Pledge of Allegiance were led by Mayor James E. Mayo.

Chairwoman Ezernack thanked Mayor Mayo for the invocation.

Chairwoman Ezernack welcomed everyone to the meeting and thanked them for sharing their evening with Council; she proceeded by acknowledging the time for special announcements and/or communications.

Mr. Echols conveyed his condolences to the fallen officer's family and colleagues as she served the community and thoughts and prayers go out to everyone, including Chief Ellis and his team; he recognized the upcoming Memorial Day Holiday when we honor those who have fallen in the line of service and duty for our country, as it is a time to reflect and to pay homage to those who have paid the ultimate sacrifice for our nation and community so that we can be what we are today as America.

Ms. Woods welcomed each one present and thanked each one for coming out to the meeting this evening despite the inclement weather. She offered her condolences to the Williams family and the Monroe Police Department, as it is always so awfully sad when an officer is lost in the line of duty and prayers go out to them; she thanked those who were in attendance when the wall came through Monroe on yesterday, there were great accolades on television; she thanked Mr. Greg Smith for the help that he rendered when she and a group of young ladies ages 13-15 went out into the Booker T community on Saturday to do a cleanup and if you have ever done a cleanup with teenagers, and girls in particular, that was a major undertaking and made Elm and Owl Street look really nice.

Mr. Wilson offered his condolences to the Williams family, Chief Ellis and the Officers of the Police Department; he congratulated Ms. Hill and stated that Ms. Jones had been discharged from the hospital and thank God for her; yielded his time to LSU Ag, and Ms. Jennifer Haneline, Ms. Eva Dyann Wilson and Ms. Markaye Russell all spoke; Ms. Haneline thanked Councilmen Wilson and Clark for yielding their communication time to them to speak; Ms. Haneline who is a member of the Monroe City School Board, also works with the Healthy Community Coalition for many years; the coalition bring people together from the 4H and the community and various organizations throughout our region to identify areas that need the assistance to help improve health equity and to overall impact positively the health of our community; over the years they have done things like planting a community garden at South 8th and Orange Street in conjunction with the Food Bank and have worked on Smoke Free Monroe and Ouachita Parish is still the only Parish in Louisiana that is smoke free; she stated that Markaye Russell has taken over leadership of the Council and that she wants to talk briefly about some things that are relevant right now; Ms. Wilson said they decided to identify specific segments of the Parish where they want to concentrate on cleanliness, health care and the Southside Community Involvement Association had them visit with them during the time they

had Barkdull Faulk Elementary School students and parents at their meeting so that they could be included in the survey and after the completion of the survey, they are now targeting some of the things that they hope to achieve in the area; Ms. Russell said what they have done from the survey is they took a walking audit and tried to access the area and realized that education is very important and have to have a community where they can come together where things are accessible, like sidewalks or having wheel chair accessibility, having parks as this is where kids can go and exercise and have focused on Emily P Robinson, a community area and understands this to be Councilmen Clark and Wilson's shared district; in the future they want to work with both Councilmen along with Mr. Janway to do some things with the roads, and understand there is a lot of speeding on Dick Taylor, maybe get some speed bumps and certain other things that departments in the City of Monroe can help them with; they would like to submit a list in the future and see what can be done to make it a better and healthier community; do understand that they struggle with access to local clinics and things that are walkable, because transportation are their feet and do want to make things available to make them healthier where they don't need many of those things and this is where they are and if you have questions, to please contact them, because they want to work with them in the future.

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Mr. Clark conveyed his condolences to the Williams family and the Police Department and will continue to pray for the family's strength in the Lord; he said Pastor Thomas used to say that today is this family's day and tomorrow it could very well be our day; he said he was sure that the City, the Police Department and all of us would do what we can to be there for this family. He welcomed Mrs. Hill back and saw on the news last night where she was chosen, or hired to head the department and there is no doubt that she will do a great job for the City; he stated he was asked to yield some of his time and asked the group if they had covered everything; he thanked them.

Mayor Mayo stated there is a memorial fund that has been set up at Iberia Bank for officer, Ayrian Williams who lost her life on yesterday; he asked that the community would support the family and a time as this presents a need and this is the second vehicular accidental death that have occurred in the last six months; there was one in January with Officer Beaudoin and now in May with Officer Williams; he said the last time there was a loss of an officer was probably in the early part of the 1960's and it has been a long time, have been blessed for many years and are still being blessed, but unfortunately we are having to go through this and prayers to the family and do thank the Council members for their support and their comments; he stated it has already been mentioned about Mrs. Hill and she was introduced on yesterday as his selection as the new department head for Planning and Urban Development and she comes with a lot of experience, she served on the Planning and Zoning commission and was an interim Council member and she has done a lot, not only for the City of Monroe, but also for three other different municipalities and do welcome her here; the process is always in submitting her for confirmation to the Council and am sure between now and then she will be lobbying the Council members for their support on the next Council agenda; he introduced Ms. Monica Brown who is the financial assistant with the Monroe Fire Department, a class 1 fire department and she has extensive background in the financial area and are honored and pleased to have her as well. Mayor Mayo stated that he said to his staff that they needed to take another picture because they have 8 department heads and 6 of them are as new as less than a year with the City and they all are very talented and are doing a really good job along with their division heads and employees; do look forward to doing the great things in the City and to be very aggressive as go about doing it.

Mrs. Ezernack offered her condolences to the Williams Family and asked everyone to keep praying for the Williams family and the officers and do know that this is a part of their family also and our hearts go out to everyone; it is not the news that you ever want to hear; Mrs. Ezernack welcomed Ms. Hill and enjoyed serving with her on the Council when she was interim Council person and she can get things done and do look forward to great things to come; she thanked Ms. Hill for accepting the offer.

Upon a motion of Mr. Clark and seconded by Mr. Wilson, the minutes of the Legal and Regular session of May 5, 2018 were approved unanimously. (There were no public comments.)

PRESENTATIONS: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment:

1. 801 Mississippi Street (D4) (Owners -Sonja M Smith Schaffer & Iona Smith) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 90 days or August 20, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot.

Comments: Ms. Robinson stated the property was dilapidated and that she also gave Council the compliance form paperwork that was given to the owner informing the owner of what must be done to meet compliance; there has been contact with the owner and the owner first said she would have the house torn down, that was in February of this year and then she decided in March that it would cost too much and that she would have the house repaired, but as of this date, nothing has been done.

Councilman Wilson stated he had gone by and viewed the property and was glad the owner is present; The owner, Sonja Smith Schaffer was present and said she do plan to repair it, she is a teacher and did get the letter from the City in January or February and they gave her 30 days to make repairs; she said first she was going to try and condemn the property, but decided to salvage it and do want to proceed in having work done and as can be seen by the pictures, trees and things at this time; it burned in 2013, as this is where she was living, but then moved in with her mother, who has since passed and have been trying to get things done; she said she is out of school this summer and would like a little more time to get it fixed. Mr. Wilson stated that it concerns him and asked Ms. Benjamin to pull up 3210 Gordon Avenue on the screen; he said the property on Gordon Avenue is in terrible

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shape and he has seen and walked around the house on Mississippi Street and is very disappointed in that this property was overlooked and looking at Mississippi Street that can be saved and have received numerous calls on the Gordon Avenue property; he asked Ms. Robinson if he could talk with her about the Gordon Avenue property after the meeting as people are living in the property and the lady across the street called him on several times and he went over to that property today and walked around it, there is obnoxious growth all around the property and although it is not on the agenda tonight; he told the homeowner, Ms. Schaffer that he was glad she was present, to find out what kind of time is needed to bring the house into compliance and do know that code enforcement will work with her; Ms. Schaffer said right now she is having the trees done and do have the list from the City on what they needed repaired.

2. 405 Stone Avenue (D4) (Owner - Wattik Ideal Properties LLC) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or June 21, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments).

Comments: Ms. Robinson stated it was a dilapidated burned structure that had been turned into them, there has been contact with the property owner, and as of today nothing has been done and no permits taken out on the property.

3. 3008 Gordon Avenue (D4) (Owner - Brown & Sons Realty LLC; Brown & Sons c/o Winford Brown) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved for the property to be removed from the agenda. (There were no public comments).

4. 1109 South 6th Street (D4) (Owner - Brown & Sons Realty LLC; Brown & Sons c/o Winford Brown) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or June 21, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments).

Comments: Ms. Robinson stated it was a dilapidated burned unsafe structure that had been turned into them, there has been contact with the property owner, and as of today nothing has been done and no permits taken out on the property and a compliance, and a notice stating what need to be done to meet compliant form had been sent. Mr. Wilson asked how far in advance are pictures taken of the structure; Ms. Robinson said they are taken on the day of meeting.

ACCEPTANCE OR REJECTION OF BIDS: (Public Comment)

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to, Accept the bids of Peregrine Corporation of Monroe, LA and Parker Wholesale of Bastrop, LA for a one (1) year supply contract of office supplies Ref# 2019-0000005 as recommended by the Director of Administration as complying with the specifications of this bid. Both vendors comply with the specifications of this bid and has been cleared by the Tax and Revenue Division. (There were no public comments).

RESOLUTIONS AND MINUTE ENTRIES:

1. Council: Public Comment:

(a) Upon a motion by Mr. Echols, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7194, granting an exception to the Open Container Ordinance to the Chenault Aviation and Military Museum (Bulls in the Streets Fundraiser) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

Department of Administration: Public Comment: None.

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

(a) Upon a motion by Mr. Wilson, second by Mr. Echols and unanimously approved to Consider request for a Major Conditional Use Permit to Wayne Williamson authorizing the use of the existing structure (405 Pine Street) for a mini-warehouse facility. The Comprehensive Zoning Ordinance allows a mini-warehouse facility as a Major Conditional Use in the B-2, Neighborhood Business District. Major Conditional Uses are those uses that require

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another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission – Applicant – Wayne Williamson:

Comments: Mr. Williams, citizen, said the City would be proud and when they are finished, the outside will look very similar to the building they did at 501 North 5th, a beautiful outside structure and it won't have a lot of traffic, but it will be a great facility and it will add to downtown. Mrs. Ezernack thanked him for investing in downtown. Mr. Wilson thanked Mr. Williamson for investing in downtown, as he has seen the building.

(b) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7195, appointing Gretchen Dean to the Heritage Preservation Commission of the City of Monroe, and further providing with respect thereto. (There were no public comments).

Comments: Mrs. Ezernack stated that she had spoken with Ms. Dean on yesterday and she was out of town or arriving intown tonight after the meeting, but she was very excited about working with the commission and look forward to going to her first meeting.

(c) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7196, reappointing David Pivont as an Alternate Member to the Board of Adjustment of the City of Monroe, and further providing with respect thereto. (There were no public comments).

(d) Upon a motion by Mr. Echols, second by Mr. Clark and unanimously approved to Adopt Resolution No. 7197, authorizing James E. Mayo, Mayor, to sign and execute a Grant Application to the Louisiana Division of Historic Preservation and further providing with respect thereto: (Nat'l Registry-Henry Bry) (There were no public comments).

(e) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7198, authorizing James E. Mayo, Mayor, to sign and execute a Grant Application to the Louisiana Division of Historic Preservation and further providing with respect thereto: (downtown entrance signage) (There were no public comments).

Legal Department: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Ms. Woods and approved, Voting YES: Ezernack, Woods, Wilson, Clark, Voting to ABSTAIN: Echols, to Adopt Resolution No. 7199, authorizing James E. Mayo, Mayor, to enter into a Corporative Endeavor Agreement between the City of Monroe and the I-20 Economic Development Corporation, Inc., and further providing with respect thereto. (There were no public comments).

Mayor's Office: Public Comment:

(a) Upon a motion by Mr. Echols, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7200, of the City of Monroe, Louisiana approving the application for grant funds from the FHWA Recreational Trails Program for Louisiana (FRTPL), as established by CFDA 20.219. (motorized & non-motorized trails) (There were no public comments).

(b) Upon a motion by Ms. Woods, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7201, authorizing James E. Mayo, Mayor, of the City of Monroe, to sign and execute a grant application to the Monroe/West Monroe Convention and Visitors Center. (Forsythe Tennis Courts) (There were no public comments).

(c) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7202, authorizing James E. Mayo, Mayor, of the City of Monroe, to sign and execute a grant application to the Monroe/West Monroe Convention and Visitors Center. (Downtown Christmas Décor) (There were no public comments).

(d) Upon a motion by Ms. Woods, second by Mr. Clark and unanimously approved to Adopt Resolution No. 7203, authorizing James E. Mayo, Mayor, to enter into a Cooperative Endeavor Agreement with the Youth Services of Northeast Louisiana and the Teen Court Program and further providing with respect thereto. (There were no public comments).

(e) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7204, of the City Council of the City of Monroe, Louisiana, authorizing James E. Mayo, Mayor to enter into and

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execute a Cooperative Agreement between the City of Monroe and the LSU AgCenter for services as per the attached Cooperative Agreement and further providing with respect thereto. (There were no public comments).

Department of Public Works: Public Comment:

(a) Upon a motion by Mr. Echols, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7205, authorizing a request for proposal for a replacement Bus Wash System and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Ms. Woods, second by Mr. Echols and unanimously approved to Adopt Resolution No. 7206, authorizing a request for proposal for an Intelligent Transportation System Base Architecture System and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Echols, second by Ms. Woods and approved, Voting YES: Echols, Ezernack; Voting NO: Wilson; Voting to ABSTAIN: Clark, Woods; to Consider request from the Public Works Department for an RFP to be done for trash and debris removal. The Repair and Maintenance Accounts in Garbage and Trash will be used to pay for the service.

Comments:

1. Robert Johnson, Forsythe Park Superintendent, commented that the list of to be hired employees by the City should be filled, there are three trucks parked and asked to get more information on the RFP; qualified people are not hired because they were let go.

Councilman Wilson thanked Mr. Janway and Ms. James for responding to his call; his concern was during the budget hearings when he asked Tom Janway if he needed anything for Public works, as it is the heartbeat of the City; he asked how many Labor Ready workers was hired and he said the City should be hiring more permanent fulltime workers; the labor ready workers make a little over seven dollars per hour; he asked why wasn't a third party brought in when the storm came through months ago and why now, also when it hit a couple of years ago and why now; he said the City received \$1.8 million from Entergy and also \$500,000 and it was for the economic development fund and asked why can't fulltime workers with CDL licenses be hired; the pay scale need to be adjusted to hire them so that they can make a living wage; his concern is people will be laid off, although it is being stated they won't be; there is nothing in the budget to address new trucks although they are needed and nothing was said at the budget hearings about needing new trucks; the citizens of Monroe deserve better than bringing in a third party when there are temporary workers at the civic center who have worked for a long time, that are still working as temporary workers, they are looking for full time jobs; he asked that this agenda item be revisited and that new trucks be purchased, and get the pay scale increased, and hire those who have CDL licenses; the concern is for the workers and their families and the citizens who are affected by all of this; the layoffs may not be right now, but they may be down the road.

Mr. Clark commented that he could be for the RFP, request for proposals but asked that Ms. Baldwin would lay out the proposals; once the RFP goes out for proposals and it has to come back for the approval from Council for the contractor; he asked how long would the contract be for and she said six to twelve months as stated on page two; Mr. Clark asked if there was a provision in the current RFP that it would automatically renew at the end of the term without it coming back before the Council and Ms. Baldwin said there was not; Mr. Clark said it is like a one-time hire as it reads tonight for debris and trash removal and with respect to garbage, the people that are employed and if they would still have their jobs related to garbage pickup and Ms. Baldwin said yes, they would; Mr. Clark asked if there was any anticipation of layoffs for the workers and she said no; he wanted to know the number of workers currently in that department that handles garbage and she referred that question to Mr. Janway; Mr. Janway deferred the question to Ms. Gospel and she stated there were eight fulltime workers in garbage; Mr. Clark asked the number of budget positions for garbage and Ms. Gospel said there were twenty budgeted positions for garbage and there are twelve vacancies, and they are filled with temps right now; the temps work 8 hours per day, and 4 days a week in garbage; Mr. Clark asked for the number of fulltime positions in trash; Ms. Gospel said there were 13 fulltime positions in trash and there are 11 vacancies and the number of temps for trash is dependent on how many trucks they are running that particular day; some days they may use seven temps, some days they may use eleven temps and it depends on how many trucks are running that day and some days they may only use five; Mr. Clark asked how many days have they been running behind in trash; Mr. Janway said it has been behind for two to three years and the schedules are different because trash is different from garbage; garbage is steady except for three holidays, but the trash is dependent on the weather, Mondays are a heavy day, Tuesdays are lighter, there are no scheduled pickups on Wednesday, and Thursdays are medium days and Fridays are heavy

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days; sometimes they don't complete the Monday route and it runs into a Tuesday route along with the Tuesday route and it keeps moving out to where at sometimes they are still working on Monday's route on Wednesday; he said in reference to the RFP and what should have been included was under the equipment requirements, 2.1.3A, the truck size should range between 24-40 cubic yards each and it needs to say 3-5 trucks, 24-40 cubic yards; Mr. Clark asked the cause that is making them run behind with the pickup of trash and Mr. Janway said in 2014, they picked up the debris from the tornado with the help of DOTD, about 8,000 tons of debris, and in 2016, they picked up 5,000 tons of debris from it and if they are averaging on the big trucks 5 tons a load, then that's a thousand trips to the land fill, just in 2016 flood and there has been a lot of wear and tear on the equipment and the trucks they are operating are two, 2010 and there were three, but one caught fire and burned up; there are five 2008 trucks and there are two, 2000 model trucks; Mr. Clark asked the fees that citizens pay for garbage and trash and Mr. Janway said it is a total of \$15 for garbage and trash plus \$1 for the container and it has been that way for 15 years.

Mr. Clark asked if there would be layoffs with the trash RFP and Mr. Janway said there would be no layoffs of the existing permanent or contract personnel and they will continue to run as many trucks as they can and the reason he said three to five trucks is dependent on the demand and what the need is at the time. Mr. Clark asked for the layout of the RFP, how would it be phrased, how would it go out, how much is the third party being paid, and will it go out to the lowest bidder; Ms. Baldwin asked if he had received a copy of the entire RFP and he said he had not received a copy; Ms. Rowell said when an RFP is done, you don't have to select the lowest bidder, you generally set criteria and it is weighted with different criteria; Mr. Janway said they must have proper equipment and they formatted it after an RFP for debris pickup after a storm, a FEMA type event and they put in it so many dollars per cubic yard and ton and will take out the dollar per ton and they will do the inspections on the contractor, Ms. Willie Mae Williams and Mr. James DeFiege will be monitoring the contractor; City Attorney Angie Baldwin stated, there were certain requirements for the contractor to provide daily landfill tickets, daily reports for the municipal collection of refuse on specific streets, the truck has to have a gps tracking device, the City will establish and approve all the areas they go in and the work hours have been established; Mr. Clark asked if the RFP and criteria public information; Ms. Baldwin said yes it was public information; Mr. Clark asked if it could be put on the City website, for the public to have and for those who are in attendance and at home who may have questions; Ms. Baldwin said the number of trucks would be added to the RFP to be a total of 3-5 trucks and the size would be required and the final document would be created; Tom Janway, Public Works director stated, the tonnage would be taken out; the contractor having their own insurance is a requirement; Mr. Janway said garbage and trash is currently being paid out of general funds and as funds are available the service will be paid for from the general fund and am sure it will be booked against another line item in the trash subdivision; Mr. Clark asked where would it be paid from and Mr. Janway said it would be paid for from the general fund; Mr. Clark said they just left budget hearings and asked if this was budgeted for; Mrs. Rowell, Director of Administration said it was one of those things that they have to find the money for and they did it this past year and found four million dollars to cut and can find some way to find this amount and then hopefully as some of those funds and the sales tax will level off and turn around and as money becomes reapportioned back to the departments, this would have to take priority first. Mr. Clark said the first time is always and wouldn't say the best time, but it depends on what it is and guess this would be some type of litmus test because we are saying and basically trying this out and wanted to try it out for six to twelve months, and I am asking for a specific time frame for the contract; he asked once the contract expires and there is not a non-renewal and if it is a success and the citizens are happy their trash is being picked up and no one has lost their jobs and to renew the contract, he asked would they have to do this all over again; Ms. Baldwin said yes.

Ms. Woods asked for clarity, that what they are saying is fulltime or temporary employers in trash would not lose their jobs; Ms. Baldwin said that was correct; Ms. Woods said the contractors that are going to do the work will bring their own people, equipment and do the contractual agreed upon time of the six to twelve-month period and they will pick up trash and debris only; Ms. Baldwin said that was correct.

Mr. Echols said his questions surround the service and the ordinance is pretty succinct on what is defined as trash and trash pickup, the size of the debris, the pile, stack, width; he asked if the contractor vendor was required to follow the specific ordinance and can bypass when there are couches, beds, things that don't fall in the current ordinance and how does the RFP read, because he hasn't been provided a copy; Mr. Janway said that is the way the contract reads and on page 1; Ms. Woods and Mr. Echols said they didn't have that information; Ms. Baldwin said it states garbage and or bulky waste is defined as stoves, refrigerators, water tanks, washing machines, furniture and other waste materials with weights or volumes greater than is allowed for containers; Mr. Echols asked if the RFP referenced anything in the current ordinance; Ms. Gospel said it did reference and in the

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Municipal Section, 2.0, 2.1, page 3; Mr. Echols said that specifically if a stack is determined to be four feet wide or a limb cannot be any further than four feet in length, if there is a limb that is four feet one inch, then they can bypass that pile based on the RFP standard that is currently set; Ms. Gospel said that was correct and the RFP is in accordance to the Ordinance; Ms. Woods asked if they can bypass it, then who will get it because right now she knows there are certain guidelines in place, but the residents of Monroe put everything out, you have sofas, televisions and she called her on that, but do know that they don't pick up televisions and things of that sort, but people put everything out and now we have a vendor and they are picking up and there is still that limited number of people that are picking up from the City; the vendor is going to bypass it, so who now is going to get it because the people are still going to be angry, because it doesn't get picked up and don't think the residents understand, what the City will and won't pick up; all they know is they want it picked up; Mr. Janway said it is designed to be a short term solution and it will take time, we have to educate the public on what they can put out and do need to do some PSA's and a lot of public education because what is happening now is not in accordance with the City ordinance; Ms. Woods said she understands but at the end of the day the folks in District 3 will still be angry when the trash is still out and what they perceive as trash when the sofas, mattresses are still out there and even though we say we are not supposed to, we still get it, you come through and get everything; Ms. Woods said the new vendor would not get it because of the contractual agreement and she asked if the City would come through and pick up because it still needs to be picked up; Ms. Baldwin said it goes back to the problem that the City has been having for years, the illegal dumping, as this is something that the City try to encourage citizens to report it, when someone dumps a couch in a ditch to report it and occasionally these are on the environmental court docket; they can also go to City court and the criminal court division, but do know it was discussed before and how much of it is a problem to catch someone in the act of illegal dumping and this is the problem and they try to prosecute those during environmental court or criminal court, but it is hard to get people to come forward and testify or wanting to be a witness to illegal dumping and this something that is being worked on also with Code Enforcement and the Police Department; Mr. Janway said the illegal dumping is a problem; Ms. Baldwin said it is hard to catch someone in the act of illegal dumping; Mr. Clark said it's not always the citizens of Monroe doing the illegal dumping and he witnessed a man that he knew didn't live in Monroe dumping big tires in a field on Jackson Street and do believe that area is the line that falls between the parish and the City, but still people will say the City of Monroe and can support the RFP because it takes care of several things, it is limited in time frame, no one will lose their jobs and everyone gets the calls about trash; he said there is a balancing act but in listening to it tonight, it isn't tight enough because as Councilmembers they don't have the RFP in front of them and will ask that it be brought back at the next Council meeting so that the little things can be tightened up because he doesn't think in two weeks and don't see it being time sensitive that it has to be rushed through tonight, but there are some nuts and bolts that need to be tightened up; Ms. Baldwin said they can add the things mentioned tonight and she made a list of everything to ensure to include it in the RFP, but the next Council meeting is three weeks away and by the time they put it out to the public, it is a two month process and it will delay it by almost another month and then will be looking at a three month window; Mr. Clark said she may lose him, if they rush it today because as he said publicly he knows that he can support the RFP because it meets certain things that he can stand for and it is limited in scope, but if he has to stand and amend it on the floor and try to get it through worried about three weeks and trash has been out here for two to three years, then they will miss him and he will probably jump ship; Ms. Baldwin said she was making sure that everyone understood the time delays when finalizing it and putting the RFP out; Mr. Clark said his motion is for it to be brought back with the nuts and bolts tightened up and with every Council member being provided a copy of the RFP with specific time frames so that all can be on the same page and this is his motion; Mr. Wilson seconded Mr. Clark's motion; Mrs. Ezernack stated there was already a motion and a second on the floor and they will have to withdraw and before this is done, they have a couple more comments; Mr. Clark asked Chairwoman Ezernack, if this would be a superseding motion; Ms. Baldwin said there was already a motion and a second for the RFP and then it was opened for comments; Mrs. Ezernack said there are a couple more comments and think this can be done and that she hasn't made any comments yet.

Mr. Echols said he had several comments and that tonight he heard for the first time, there are trucks that are sitting idly with people to operate them and this is new information and always had the understanding that there were downed trucks due to maintenance issues and this is disappointing; he said one thing talked about over a year ago and it was regarding environmental court and being able to enforce the ordinances that are already on the books and as he noted through the budget hearings, the past year and the revenue received from illegal dumping or people going to environmental court and one of the comments made by the Administration specifically was that we needed to beef up the current ordinances to allow you to go after the bad actors in a more efficient way; one of the things that was asked for was to give Council what that reasonable request is and let them pass an ordinance that is tougher that will stop the people that are putting out the couches and the things they aren't supposed to be put out to give you the teeth in the ordinance and to this day Council still do not have

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the recommendations of what that language should look like; Council needs that information and is happy to support anything that allows the City the ability, but we must enforce the current rules on the books, and he asked them to bring to Council what the tools are and there will surely be great dialogue to find some common ground that they will have the tools they need to make sure those things stick when it comes to picking up things that should be picked up and not picking up the things that shouldn't be picked up; and assumes that code enforcement has a vibrant role in going out and number one, giving a warning to people that do wrong the first time and the second time they should be penalized and there should be repercussions from this after one, two or three warnings and he asked that Council would get the tool and to tell them what is needed for the environmental portion, the warning system or whatever it would be and let them enhance the tool set so they cannot have this continued problem.

Mr. Wilson asked what the plan was for after the contract is over as a plan going forward is needed, so that they can let their constituents know what they are doing and what they are trying to do, before he can support it; Mr. Janway said coming up with a long-term solution is what they are planning to do; Mr. Wilson said he would need that long term plan now, and to go to his constituents to talk with them about the long term plan and show them the long term solution.

Mayor Mayo said he has heard all the comments and on behalf of the Administration and Mr. Janway and Ms. Gospel, he asked two other employees, Ms. Willie Mae Williams and Mr. DeFiege to stand as they are the employees who lead the efforts in that area and do know sometimes things are said or may be alluded to Executive and those are the individuals that have contacted him and that have shared with him and convinced him the challenges they have and things that need to be done; he said when the administration puts things together as it relates to blight and all things, it has been watered down and the fight the blight initiative was watered down by this Council and it is very difficult to administrate when they don't have the tools to be able to do it; he said as it relates to a long term plan, that they are talking about a short term plan now to address the concerns that they asked them to address and that is to pick up trash that they receive calls from constituents concerning that; he said the constituents don't ask him to pick up sofas and things, because they know what he will say and is sensitive to anybody else as it relates to picking up trash and garbage, but the fact of the matter is the citizens that we all love are spoiled and the City has the most liberal services in the whole world and they put it all out and as Councilman Clark said, it's not just the citizens of Monroe, it is people from all over because they know that the City has all of the services and what they do is come at all times of the night when you are sleep and put out a lot of the stuff and we often say the police, but it applies to everybody, when you see something, say something because they will do their best to address it; concerning the trucks, back in 2014, 2015 and 2016 when the flood happened and if you go to most cities the size of Monroe, and the length of time when there were flooding issues that Monroe had, that they still have a bunch of trash from the flooding that is still out there because they contracted with someone else and it took a lot longer and in some cases, they have not finished and the City of Monroe did not do that, but did it ourselves; he said there was a lot of wear and tear on the equipment as a result of doing it and the reason was the citizens demanded it and wanted it to be taken care of; Mayor Mayo said concerning the employees, the twelve employees, that nobody will lose their jobs, nobody; what they are trying to do is to address the concerns and complaints that you have and concerning the items being mentioned tonight, Mr. Clark wants to lay over and bring it back, but those items that are missing can easily be amended because whereas they are important, it is not something that there is a whole book that need to be changed and there will still be people calling and if you want to do that, then fine, but don't see a reason why we have to lay it over, as it will take another month to address; he said concerning ordinances, that can be put together and Mr. Janway mentioned the PSA's were done in the past and they put red tags on doors and the reason that was stopped, was because they received calls from Council members and it may not have been this Council that said that people were complaining about it and they stopped doing it; he said you can't have your cake and eat it too, if you want the City cleaned up we are going to clean it up, but need to clean up by the means that are in place and if you want to put it off, fine, and if you want to go another route, fine, if you are willing to stand up and support that which you think need to be done, fine, but don't need to sugar coat it and do the blame game, when there have been people who have worked extremely hard whether they are full time or part time; some may have forgotten that we had to cut almost 4.5 million dollars and are about 3.9 per cent off, this fiscal year, trying to find funds to do different things and did not put \$500,000 into the administrative economic development fund and don't know where that came from because that was already budgeted; Mrs. Rowell said it was \$95,000 and Mayor Mayo said he didn't know where the \$500,000 came from and they are trying to do the best they can and do know that everybody is on the same page to do something about it, but maybe there is a different direction that is needed to go in; if you want to put it off another month, then you guys have the vote and I don't have a vote, but I do have a statement that we need to start on this as soon as possible; Mr. Janway said they are all hydraulic pieces of equipment and the hotter they get the more break down they will be.

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Mrs. Ezernack thanked the employees for standing and do appreciate all that they do for the citizens; she stated that she has been getting lots of calls, just like everyone else and do believe the divisions have been getting them too; she said in speaking to Mr. Clark's comments about putting it off and making sure that the I's are dotted and the t's crossed; she said it seems if they were to reduce the time as Mr. Clark mentioned maybe a six month or a shorter term where they have the six to twelve months and would assume that they would put that in there and depending if you were to do twelve months, that you would get a break on the price rather than on a six month term; she said if they were to try it out and during the period of time when they were working it they make the decision to move forward and purchase new trucks, then what is the lead time on something like this; would there be enough time during this temporary fix to be able to get them and get the new trucks and be able to provide the service themselves; she asked if this was part of what they are working through now; Mr. Janway said they were told by the manufacturer that the time lead on the new equipment is six to eight months; Mrs. Ezernack said if they do six months then they would have to decide quickly to continue the service or have some sort of an option with what they had until the City get its own equipment and or make some kind of arrangements during that point. She said they are always some slight chance away from another big rain storm or tornado or something that would cause the City to step back and if there was a disaster during this period and if this happened is there anything in place to have some type of contract in place to handle that outside of the normal trash delivery; Mr. Janway said the recommendation by Homeland Security is that they go out for bid, a contingency type bid for disaster, debris pickup and either do it on an annualized basis or do it on an annual basis and may be have a couple of options to renew the contract and also put out a debris monitoring contract at the same time, if there was another disaster, there would be contracts already in place; Mrs. Ezernack said in reference to Ms. Woods comments and illegal dumping that the real issue that the normal homeowner are putting things out that they are not aware of that they can't put out, because it has been picked up, a lot of misconceptions that can be put out to be picked up along with when you can put it out and the ordinance that was passed many years ago, now need some real teeth in it and there need to be a back-up plan and what will happen to those items that are not included in this temporary fix and will set the stage for the future as to what is being picked up and what isn't being picked up; Mrs. Ezernack said if the RFP tonight had to have everything I dotted and t crossed tonight, if it is not substantial changes and to address Mr. Clark's concern, but still pass it; Ms. Baldwin stated that Council's approval was needed to put out the RFP and they can add the concerns to the RFP and it can be submitted to Council before they put it out, but tonight what is needed is Council's request to put the RFP out; Mrs. Ezernack asked Mr. Clark if that addressed his concerns and he said he laid it out as best as he could and that none of Council have the RFP in their hand to intelligently vote on anything that he doesn't have a copy of; Ms. Baldwin said that Ms. Gospel emailed it to the Council but maybe not to individuals; Mr. Clark said as he stated to someone on Friday, that he has looked at other cities that have done this and he can support it, however if he is pushed to go tonight, then he will go overboard on the ship and let his colleagues do what they need to do, but if the nuts and bolts are tightened up then he can be for it and if they want to go for it, he has no problem with it, but would like to have something in his hand to look at; Ms. Gospel apologized to Mr. Clark and said it was emailed to Ms. Jackie; Mr. Clark said he was okay, because at the end of the day, the citizens want the trash picked up and all want the trash picked up and the RFP is fine, it's just his concern about the limitations and no one losing their jobs and he may want to get with Ms. Baldwin on it, and let her do her job and then vote on it. Mrs. Ezernack asked for the response time for someone to respond to the RFP; Mr. Janway said June 29 and they will try to advertise it throughout the southeastern part of the United States; Mrs. Ezernack asked that if it passes this evening and it is tweaked with it going out by June 1st and were asking for a little more than three weeks response time if it went out; Mr. Janway said purchasing are the ones that set the dates for when the bids are due and it depends on when it goes out; Mrs. Ezernack said if they waited the three weeks, it may be the end of July and he said that would be the receipt of the proposals back and then they would have to come back to Council and it wouldn't be back until the first or second meeting in August and depending on where they are located at and what they are doing it would take a while for them to mobilize; Mr. Clark said he was told the house wasn't on fire, so now the house is on fire and when you all take the vote and if you have the votes, he will lay down on the matter and they just vote on it; Mrs. Ezernack said she was just trying to come up with a solution that he was comfortable with; Mr. Clark said he was just told the house wasn't on fire and now it's like the house is on fire and asked they would move on; Mrs. Ezernack said her telephone was on fire from the calls made. After the vote was taken, Mrs. Ezernack said the order is tonight, that they need to get with Council and make the changes and get them a copy of the RFP contract and will be ready at the next meeting. She thanked everyone for their comments.

(d) Upon a motion by Mr. Echols, second by Mr. Clark and unanimously approved to Consider request from the Water Pollution Control Division (WPCC) of the Public Works Department to advertise for repairs to the #4 Influent Pump. Funds for the repairs will be derived from the Water Pollution Control Division Repairs and Maintenance Account. (There were no public comments).

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Department of Community Affairs: Public Comment: None.

Police Department: Public Comment: None.

Fire Department: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to Adopt Resolution No. 7207, authorizing James E. Mayo, Mayor, to employ the services of Land 3 Architect Inc for Architectural Services and further providing with respect thereto.

Engineering Services: Public Comment:

(a) Upon a motion of Mr. Wilson, second by Mr. Echols and unanimously approved to Adopt Resolution No. 7208, accepting the base bid of C W & W Contractors, Inc., in the amount of \$101,904.00 for the Texas Pump Station Flood Wall Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work. (There were no public comments).

(b) Upon a motion of Mr. Echols, second by Mrs. Ezernack and unanimously approved to remove from the Agenda to Adopt a Resolution, authorizing James E. Mayo, Mayor, to execute Change Order No. Four (4) to the flood control improvements to the Rochelle Street, Roselawn Street, & 11th Street area of Monroe State Project No. H.010919 Contract between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract amount of \$_____ and an increase in the contract time of _____ days and further providing with respect thereto. (There were no public comments).

Comments: Mr. Echols asked for an explanation on why Items B, C, D, F requested to be removed from the agenda, as he understands them to be notable projects that are important for the City to move forward with. Mr. Holland explained that they were moving on the projects and they are trying to get everything wrapped up and cleaned up on Rochelle and are trying to take advantage of the state funds that they have; they are trying to agree on some changes and stay within the dollar value without having to go outside of it and they aren't there yet, still negotiating with the contractor; Mr. Echols asked him if they were negotiating after the project was over; Mr. Holland said no, they still have some pay items that they are looking at, trying to negotiate some street repair work, striping, it's just really cleanup stuff and they don't want to bring Council something that is not complete.

(c) Upon a motion of Mr. Echols, second by Mrs. Ezernack and unanimously approved to remove from the Agenda to Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Three (3) to the WPCC Digester Roof Repairs XP-01f197 Contract between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract amount of \$_____ and an increase in the contract time of _____ days and further providing with respect thereto. (There were no public comments).

(d) Upon a motion of Mr. Echols, second by Mrs. Ezernack and unanimously approved to remove from the Agenda to Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Two (2) to the Public Works Buildings Re-Roofing Contract between the City of Monroe and Industrial Roofing & Construction, LLC, for an increase in the contract amount of \$_____ and an increase in the contract time of _____ days and further providing with respect thereto. (There were no public comments).

(e) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7209, authorizing James E. Mayo, Mayor, to execute all Right of Way Agreements with Omega Rail Management for the Venable Lane & Century Village Access Road Project, and further providing with respect thereto. (There were no public comments).

(f) Upon a motion of Mr. Echols, second by Mrs. Ezernack and unanimously approved to remove from the Agenda to Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract with James M. Standard & Associates, Inc., to provide professional electrical engineering & related services to evaluate, make recommendations, design, and implement improvements at various pump stations & lift stations and further providing with respect thereto. (There were no public comments).

INTRODUCTION OF RESOLUTIONS & ORDINANCES: Public Comment:

(a) Upon a motion of Ms. Woods, second by Mr. Clark and unanimously approved to 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 2018. (Admin.) (There were no public comments).

Comments: Mrs. Ezernack asked Ms. Haynie if the millage rates remain the same as last years; Ms. Haynie said the rates are the same.

(b) Upon a motion of Mr. Echols, second by Mrs. Ezernack and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Judy J. Adams, for two thousand four hundred forty-seven and 14/100 dollars, all rights, title and interest that the City may have acquired in and to Lot 25, Square 88, Unit 15, Booker T. Washington Addition, Monroe, La, by adjudication at Tax Sale dated August 9, 2005, and further with respect thereto. (Legal) (There were no public comments).

(c) Upon a motion of Mr. Clark, second by Mr. Wilson and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to acquire a certain parcel of real property known as 385 Betin Avenue, from Max Daniel Hutto and Joan Hutto McPherson, situated in Ouachita Parish for the purpose of the construction of a fire station, and further providing with respect thereto. (Fire Dept.) (There were no public comments).

(d) Upon a motion of Mr. Wilson, second by Ms. Woods and unanimously approved to Introduce an Ordinance establishing a six (6) month Moratorium upon the receipt and processing of all applications for certificates of occupancy, building permits and any other land use development approvals associated with tire stores; setting a public hearing date and further providing with respect thereto. (P&Z) (There were no public comments).

Comments: Mr. Wilson thanked those who worked on putting this together and for working on sending out emails; Mr. Clark asked how to get around the language for people setting up tire shops; Ms. Baldwin said if they open under something else other than what the license is for, then it can be revoked.

(e) Upon a motion of Mr. Echols, second by Mr. Wilson and unanimously approved to Introduce an Ordinance amending Chapter 37, Zoning, Article V. Site Development Standards, Section 37-76 Accessory Structures and Uses of the Code of the City of Monroe of the Ordinance of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z) (There were no public comments).

(f) Upon a motion of Mr. Wilson, second by Ms. Woods and approved, Voting YES: Clark, Ezernack, Woods, Wilson; Voting to ABSTAIN: Echols and approved to Introduce an Ordinance authorizing the City of Monroe, Louisiana to proceed with an Expropriation Suit or otherwise acquire a certain parcel of real property designated as parcel 2-4, 2-4-D-1 and 2-4-U-1 from the Monroe Limited Liability Company in connection with a project to connect Nutland Road with Lowes Frontage Road, and further providing with respect thereto. (Legal) (There were no public comments).

Comments: Mr. Clark asked who owned the Monroe Limited Liability Company, it was stated by Ms. Baldwin and Mrs. Ezernack that Cronky owned it.

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

(a) Upon a motion of Mr. Wilson, second by Ms. Woods and unanimously approved to Finally adopt Ordinance No. 11,856, accepting the donation of a 0.051 acre Utility Easement into the City of Monroe by North Crossings Church and further providing with respect thereto. (Eng.)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

Mayor Mayo asked for a clarification on the Roberts Rules of Order regarding the vote for the RFP for garbage and trash agenda item; there was a vote of 2 in favor, 1 against, and 2 abstaining, and there was a quorum present, two of which did not vote, there was a two to one vote. Ms. Baldwin stated there was no quorum voting, so it

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didn't pass; the two that were present but didn't vote was as if they weren't present and didn't vote; the Mayor said three is a quorum; she said the quorum would be four and the majority would be three, you would need three of four to pass and in this case, there were two that didn't vote and three voted, so it doesn't carry; Mayor Mayo said he needed clarification in writing to be accurate. Ms. Baldwin said she would research it in the morning for accuracy and Mrs. Ezernack asked that each of them be sent the information.

Comments:

1. Ray Jones Jr., citizen, commented regarding the Southside Economic Development District, the history of it and what it can mean for the Southside of Monroe, as it relates to the legislative tool to combat poverty on the Southside of Monroe; he commented that his idea is for the City to move to a City Manager form of government.
2. Tyrone Dickens, citizen, offered his condolences to the family of MPD Officer Williams; he received an award today from the Roy Neal Shelling School, where Mayor Mayo and Ms. Woods were present; he asked for an update on the South 8th and Orange street intersection where car accidents happen frequently and stated a need for a light at that area; Ms. Golden explained the process for putting a light at Texas Avenue and South 8th Street; Mr. Wilson commented the action that Ms. Johnnie Thomas initiated for that intersection, A light for a Life, as there have been many accidents and an young lady lost her life and said he has been fighting for this for many years; Mayor Mayo said there have been many requests made to DOTD, it is a state highway and don't have any jurisdiction over that it need to be appealed to the Legislative representatives, Representative Hunter and Representative Jackson; Mr. Dickson said he would go higher and don't have a problem doing it.

There being no further business to come before the Council, the meeting was adjourned at 7:54 p.m., upon a motion of Mr. Echols and seconded by Mr. Clark.

Mrs. Gretchen Ezernack
Council Chairwoman

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.**

TO BE READ INTO RECORD AND PUBLISHED

PUBLIC NOTICE

NOTICE OF INTENT TO CONSIDER A REQUEST FROM THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT TO CALL AN ELECTION FOR A CITY-WIDE SPECIAL PROPERTY TAX FOR THE PURPOSES AND BENEFIT OF THE DISTRICT

Notice is hereby given in accordance with Section 19.1 of Title 42 of the Louisiana Revised Statutes of 1950, as amended, that the City Council, acting as the governing authority of the City of Monroe, State of Louisiana (the "City"), at its regularly scheduled meeting on July 24, 2018, at its regular meeting place, the Monroe City Hall, 400 Lea Joyner Expressway, Monroe, Louisiana, at 6:00 p.m., will discuss and consider a request from the Downtown Economic Development District of the City of Monroe (the "District") to adopt a resolution ordering and calling an election to authorize the levy of a city-wide special property tax to be used exclusively for the purposes and benefit of the District, and specifically for the purpose of funding the District's "Downtown Monroe Economic Development Action Plan" (to be submitted by the District at such meeting) and upon approval by the qualified voters therein, for such tax to be levied thereafter.

By CITY COUNCIL OF THE CITY OF MONROE, STATE OF LOUISIANA

FOR ANNOUNCEMENT AND PUBLICATION IN THE OFFICIAL JOURNAL

Note: This Announcement must be read into the minutes of a meeting that is at least 30 (but not more than 60) days prior to date the resolution can be passed. It must also be published in the Official Journal at least 30 (but not more than 60) days prior to the date on which the resolution can be passed.

The following resolution was offered by Feed Hill, and seconded by Dr. Anthony Nelson.

RESOLUTION

A RESOLUTION OF THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, LOUISIANA (THE "DISTRICT") REQUESTING THE MONROE CITY COUNCIL TO ORDER AND CALL A SPECIAL ELECTION TO BE HELD FOR THE PURPOSES AND BENEFIT OF THE DISTRICT, TO AUTHORIZE THE LEVY OF A SPECIAL AD VALOREM TAX THEREIN

WHEREAS, the Downtown Economic Development District of the City of Monroe, Louisiana (the "District") was created by the City Council (the "City Council") of the City of Monroe (the "City"), pursuant to Title 33, Section 2740.49 of the Louisiana Revised Statutes (the "District Act") for the purpose of preparing a plan or plans specifying public improvements, facilities and services for the revitalization of the downtown area of the City of Monroe comprising the boundaries of the District (the "Downtown Action Plan"); and

WHEREAS, the Board of Commissioners (the "Board") of the District, acting as the governing authority thereof (the "Governing Authority"), has prepared or is preparing an economic development and improvement plan that updates the public improvements, facilities and services set forth in the Downtown Action Plan previously presented for review to the City Council by Resolution of the City Council adopted November 14, 2000.

WHEREAS, the District is formally requesting that the City Council assist the District in providing funding for the Downtown Action Plan and District operations through the authorization of a three (3.00) mills property tax to be submitted to a referendum of the electorate of the City as permitted by the District Act.

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the District:

SECTION 1. The Governing Authority of the District hereby formally requests that the City Council propose and submit a referendum to the electorate of the City for a three (3.00) mills property tax (the "Proposition") within the boundaries of the City pursuant to Section 2740.49(F)(6) of the District Act.

SECTION 2. The Proposition shall be submitted to the electorate of the City in substantially the form as follows:

Shall the City of Monroe, State of Louisiana (the "City"), levy a special tax of three (3.0) mills on all property subject to taxation in the City (the "Tax") (an estimated \$1,302,790 reasonably expected at this time to be collected from the levy of the Tax for an entire year), for a period of twenty (20) years, beginning with the year 2019 to and including the year 2038, to be used exclusively for the purposes and benefit of the Downtown Economic Development District of the City of Monroe (the "District"), and specifically for the purpose of funding the District's "Downtown Monroe Economic Development Action Plan" approved by the District prior to the election and placed on file with the Clerk of the City of Monroe for public inspection, and for District operations?

SECTION 3. The Governing Authority of the District shall cooperate with the City in submitting the Proposition to the voters, including informing the voters of the Downtown Improvement Plan, and assist the City in any procedural steps required to place the Proposition on the ballot as requested by officials of the City.

SECTION 4. The Chairman of the Board is hereby authorized and directed to present this Resolution to the City Council at a public meeting of the City Council as the Chairman deems appropriate for placement of the Proposition on the December 8, 2018 ballot.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

This resolution having been submitted to a vote, the vote thereon was as follows:

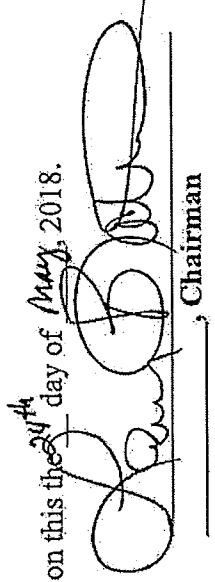
YEAS: 8

NAYS: 0

ABSENT: 1

And the resolution was declared adopted on this the 27th day of May, 2018.

, Secretary/Treasurer

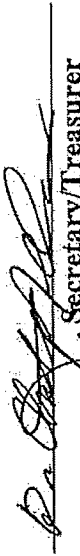
, Chairman

PARISH OF OUACHITA
STATE OF LOUISIANA

I, the undersigned Secretary/Treasurer of the Downtown Economic Development District of the Parish of Ouachita, State of Louisiana, do hereby certify that the foregoing constitutes a true and correct copy of:

A RESOLUTION OF THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF MONROE, LOUISIANA (THE "DISTRICT") REQUESTING THE MONROE CITY COUNCIL TO ORDER AND CALL A SPECIAL ELECTION TO BE HELD FOR THE PURPOSES AND BENEFIT OF THE DISTRICT, TO AUTHORIZE THE LEVY OF A SPECIAL AD VALOREM TAX THEREIN

IN FAITH WHEREOF, witness my official signature, on this, the 24th day of May, 2018.



Secretary/Treasurer
Downtown Economic Development District

NO SLOWING DOWNTOWN

Downtown Monroe Infrastructure

River Access
and
Quality of Life Improvements



DEDD

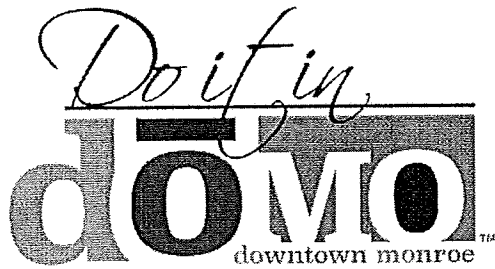
- Mission: Create attractive physical and economic conditions in Downtown Monroe.
- DEDD led efforts to develop RiverMarket, which created a launching pad for new businesses. The RiverMarket has been a catalyst for historic preservation and downtown development.
- Downtown Monroe has approximately 5800 employees working out of downtown. There are 280 businesses and 360 residents with more on the way!



Infrastructure Enhancements

Louisville Avenue

- Continue enhancement efforts on Louisville corridor from 6th to 9th street
- Provide lighting & pedestrian traffic
- Total Estimated Cost: \$1,500,000



Jackson Street

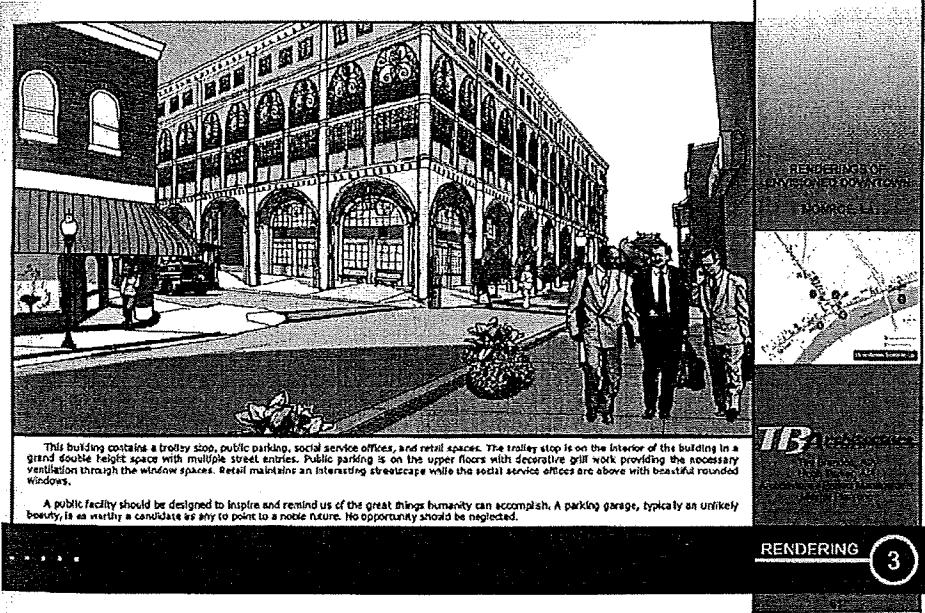
- From Jackson Street to DeSiard Street.
- Crosswalks, pedestrian traffic and lighting.
- Total Estimated Cost: \$700,000



DeSiard Street

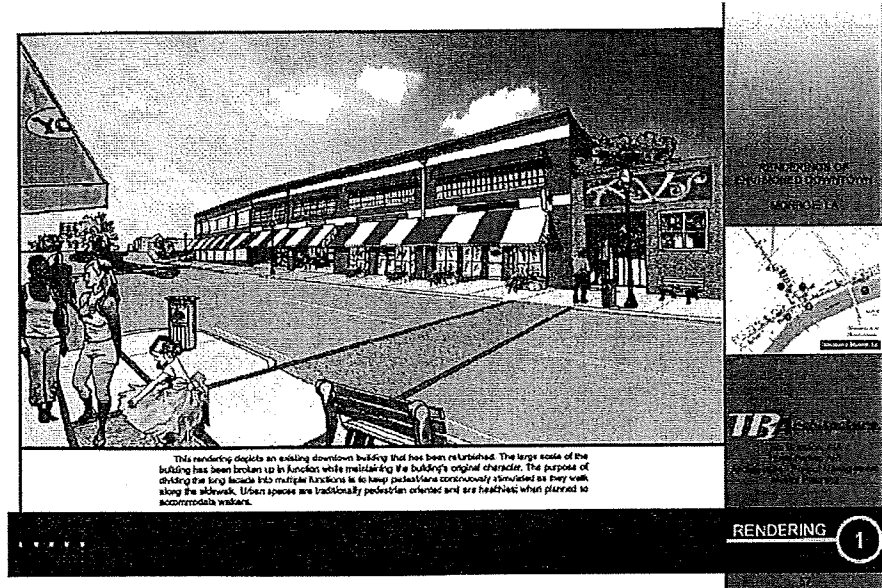
- DeSiard Street to 11th Street.
Cross walks, pedestrian traffic, and lighting
- Total Estimated Cost: \$1,500,000

NO SLOWING DOWNTOWN



Walnut Street

- From Louisville Avenue to DeSiard Street.
- Crosswalks, pedestrian traffic, and lighting
- Total Estimated Cost: \$550,000



**NO SLOWING
DOWNTOWN**

Do it in
dōMO
downtown monroe™

**NO SLOWING
DOWNTOWN**

Railroad Crossing Bridge Underpass

- For Traffic & Pedestrian Flow
- Total Estimated Cost: \$6,000,000

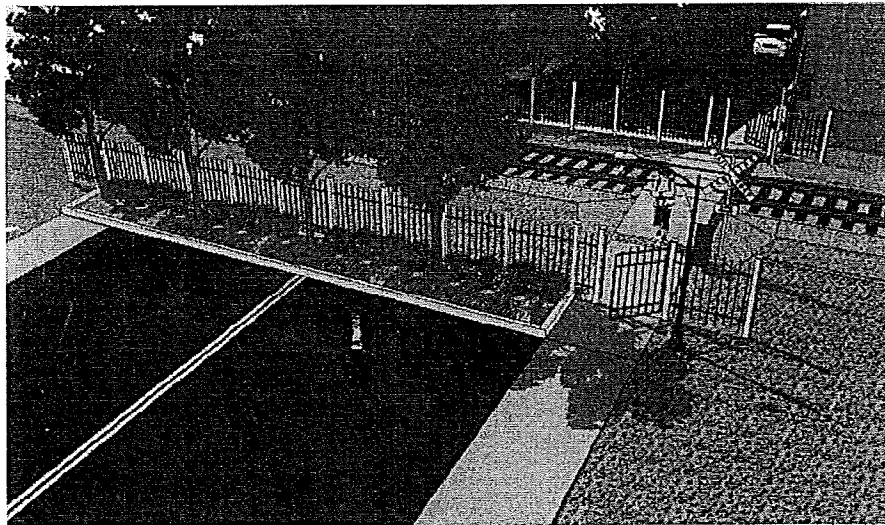


Do it in
dōMO
downtown monroe™

**NO SLOWING
DOWNTOWN**

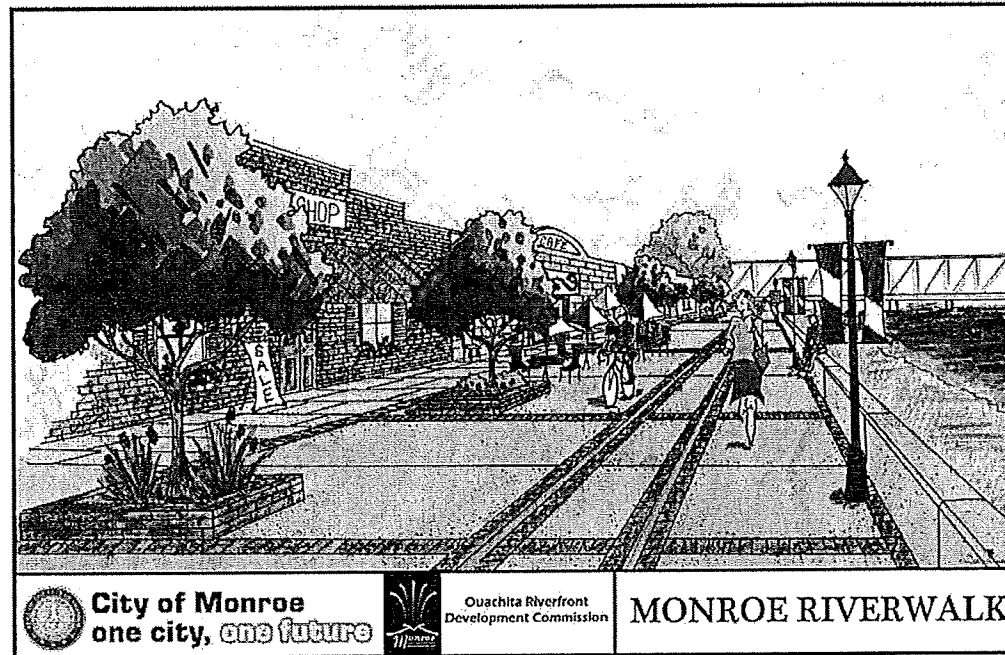
Art Alley


- Pedestrian Crossing
- Total Estimated Cost: \$300,000



Riverwalk Project

- Brick pathway stretching from the North of Louisville Avenue and running South to the Masur Museum
- Total Estimated Cost: \$3,900,000



 **City of Monroe**
one city, one future

 **Ouachita Riverfront**
Development Commission

MONROE RIVERWALK

**NO SLOWING
DOWNTOWN**

Do it in
dōMO
downtown monroe

**NO SLOWING
DOWNTOWN**

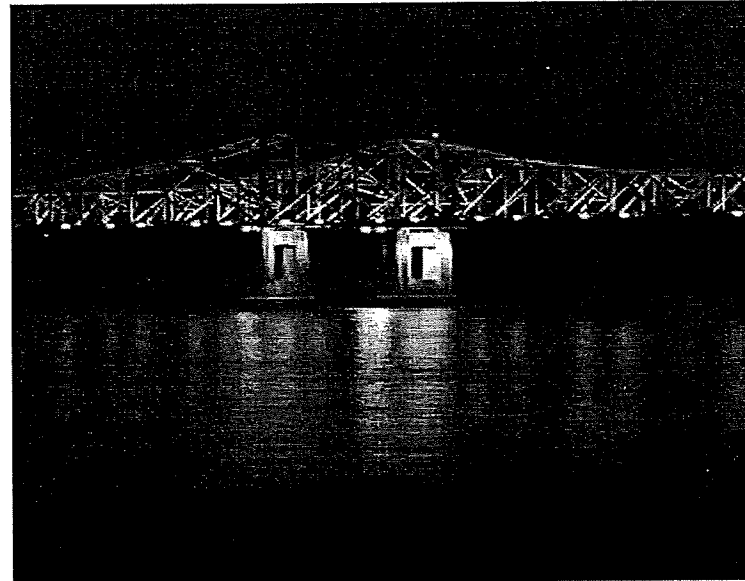
River Stage & Access

- River Stage
- Public Access to the River & Downtown Recreation
- Total Estimated Cost: \$1,000,000



Bridge Lighting

- Lighting for the Bridges
- Total Estimated Cost: \$250,000



**NO SLOWING
DOWNTOWN**

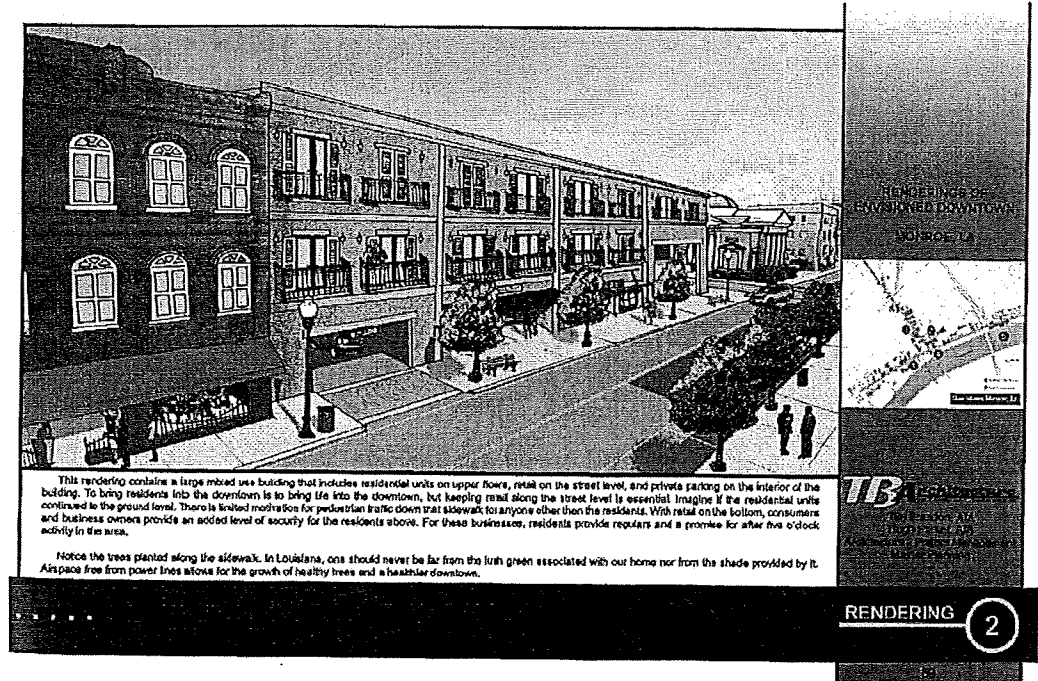
Do it in
dōMO
downtown monroe™

Enhancements

Master Plan Landscaping

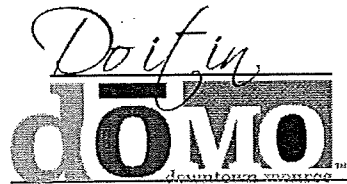
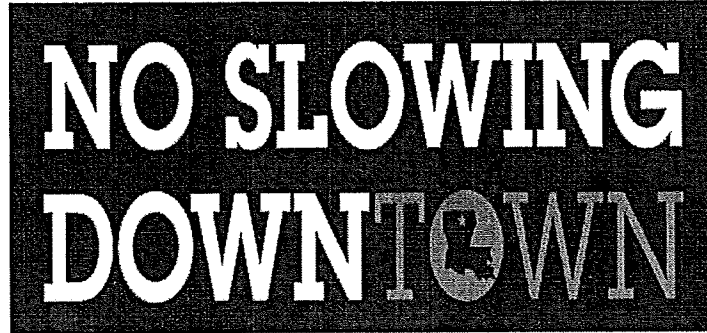
- Landscaping for Downtown
- Total Estimated Cost: \$1,000,000

**NO SLOWING
DOWNTOWN**



Security Network for District

- Security cameras
- Total Estimated Cost: \$500,000



Improvements

Louisville Avenue	\$1,500,000
Jackson Street	\$700,000
DeSiard Street	\$1,500,000
Walnut Street	\$550,000
Railroad Crossing Bridge Underpass	\$6,000,000
Art Alley	\$300,000
Riverwalk Project	\$3,900,000
River Stage and Access	\$1,000,000
Bridge Lighting	\$250,000
Master Plan Landscaping	\$1,000,000
Security Network for District	\$500,000
Total	\$17,200,000



NO SLOWING DOWNTOWN

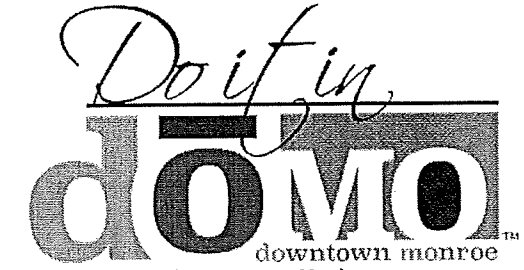
➤ 3 Mill Assessment

➤ Bondable Amount – 20 years

➤ Grants and State Capital Outlay

➤ Savings on General Fund picked up by District

➤ Total:



\$ 1,302,790 (annually)

\$ 8,000,000

\$ 5,200,000*

\$ 4,000,000**

\$17,200,000

**State DOTD matching funds, State Capital Outlay and FEMA in addition to other GRANTS*

***Maintenance taken over from the City out of various budget allocations*



DEDD Map



MEMO

DATE: June 5, 2018
TO: CARLOS RILEY
FROM: BROWNIE BARBO
RE: CONDEMNATIONS FOR CITY COUNCIL ON June 12, 2018

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

June 12, 2018 (curatorships)

1. 1310 South First Street (D4) (Curatorship - Curtis Gordon Jr & Barbara Ann Jones)
2. 1601 South 6th Street (D4) (Curatorship - Robert Lee 7 Bessie Lou Washington)

c: Catherine Robinson
Karen Goree
Hubert Murphy
Stacy Newbill
Jimmie Bryant
Stacie West



CITY OF MONROE, LOUISIANA
MAYOR'S COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 5, 2018

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened May 30, 2018 for Mobile Refuse Containers Ref # 2019-000006. A total of Fourteen (14) bid packs were mailed and Two (2) bid responses were received Cascade Engineering, Grand Rapid, MI and ReHrig Pacific Company, Pleasant Prairie, WI.

The Purchasing Division and MIS Utility Operation recommend that this bid be awarded to Cascade Engineering, Grand Rapid, MI. Cascade Engineering meet the specifications of this bid and has been cleared by the Tax & Revenue Division. Fund for these purchases will be derived from the MIS Utility Operation Garbage Containers and Parts account 1000 2500 2005 1001 5650.001.

Respectfully Yours in Purchasing,

Toney L. Gibson
Toney L. Gibson
Buyer

Cc: Mrs. Stacey Rowell Director of Administration
Mr. Zachary Simmons, MIS Utility Operation Manager
Mr. Larry Wesby, Supervisor
Mr. Greg Yoes, Purchasing

Attachments

1014 Grammont Street, Monroe, Louisiana 71201
Phone (318) 329-2222

BID TABULATION
MOBILE REFUSE CONTAINERS REF # 2019-0000006
05/30/2018

Vendors	Cascade Eng.	Rehrig Pacific		
Address	Grand Rapid, MI	Pleasant Prairie, WI		

Bid Amount	\$49.62	\$51.78	
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Respectfully Submitted,

Toney L. Gibson

Toney L. Gibson
05/30/2018



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 05/24/18

Business Name: Cascade Engineering, Inc.

List any other names this business has used in the past: _____

Business Address: 4950 37th Street SE City: Grand Rapids State: MI Zip: 49512

Contact Name: Jodi Pomraz Phone: 616-975-4712

Fax No.: 616-942-2579 Email: jodi.pomraz@cascacong.com

City of Monroe Occupational License #: N/A Year: N/A

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 120831 / State ID-154-971-6001

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!

Business has a current City of Monroe occupational license? Yes No N/A
 Disrupt No Access

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A
 Disrupt Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature]

Date: 6-6-18



CITY OF MONROE, LOUISIANA

MAYOR COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 5, 2018

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened May 30, 2018 for Off Road Gasoline and Diesel Ref # 2019-0000007. A total of six (6) bid packs were mailed and Two (2) bid responses were received Lott Oil Company, Monroe, LA and Central Oil Company, Monroe, LA.

The Purchasing Division and Central Maintenance recommend that this bid be awarded to Central Oil Company. Central Oil Company. meet the specifications of this bid and has been cleared by the Tax & Revenue Division. Fund for these purchases will come from the Fuel account.

Respectfully Yours in Purchasing,

Toney L. Gibson
Toney L. Gibson
Buyer

Cc: Mrs. Stacey Rowell Director of Administration
Mr. Tom Janway, Public Works
Mr. Darryl Scott, Central maintenance
Mr. Greg Yoes, Purchasing

Attachments

1014 Grammont Street, Monroe, Louisiana 71201
Phone (318) 329-2222

BID TABULATIONS
OFF ROAD DIESEL & GASOLINE 05/30/2018 2019-0000007

Vendors	Central Oil & Supply	Lott Oil Company	
Address	Monroe, LA	Monroe, LA	

01). Gasoline Regular Grade Unleaded	\$.22 Over Opus	\$.25 Over Opus	
02). Off Road Diesel	\$.22 Over Opus	\$.25 Over Opus	

Respectfully Submitted:

Toney L. Gibson

Toney L. Gibson/Buyer
05/30/2018



**City of Monroe, Louisiana
Taxation & Revenue Division
Mayor -- Council Government**

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 6-29-18

Business Name: Central Oil & Supply

List any other names this business has used in the past: _____

Business Address: 2000 North St. City: Monroe State: LA Zip: 71201

Contact Name: Bryan Shell Phone: 338-338-2602

Fax No.: 338-333-1154 Email: Sales@centraloil.com

City of Monroe Occupational License #: 116910 Year: 2018

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 125952 (B)
011950-001-400

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!

Business has a current City of Monroe occupational license? Yes No N/A

Delinquent

No license

Business is compliant with Ouachita Parish sales tax obligations? Yes No N/A

Delinquent

Not Registered

Business Cleared?

Yes Yes-Conditional: Must Register for Sales Tax within 30 Days No

Signature: [Signature] Date: 6-6-18

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

A RESOLUTION APPOINTING THE _____ AS THE OFFICIAL JOURNAL OF THE CITY OF MONROE, LOUISIANA, PURSUANT TO THE LOUISIANA R. S. 43:141 ET. SEQ. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R. S. 43:141 et. seq. prescribes that municipalities shall select an Official Journal at their first meeting in June of each year for a term not exceeding one (1) year; and

WHEREAS, the term for the Official Journal has expired;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the _____ be and is hereby designated, selected and appointed as the Official Journal of the City of Monroe for the upcoming term, subject to all provisions in the La. R. S. 43:141, et. seq.

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:

ABSTAIN:

And the Resolution was declared ADOPTED on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

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 BLACKHEART AFFILIATES LLC (SUMMER JAM) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Blackheart Affiliates LLC applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Summer Jam" to be held at the Chennault Park, Saturday, June 16, 2018 from 4:00pm until 11:30p.m. The exception is for Shelters 5, 6 and 7 at Chennault Park 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 Blackheart Affiliates LLC be and is hereby granted a permit for a special event, "Summer Jam" to be held at the Chennault Park, Saturday, June 16, 2018 from 4:00pm until 11:30p.m. There will be adequate security. 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 _____, 2018.

CITY CLERK

CHAIRMAN

Blackheart Affiliates, LLC
228 Harding Drive
Monroe, LA 71203

Summer Jam
June 16, 2018
4pm-11:30pm

To Whom it May Concern:

We are holding Summer Jam on June 16, 2018 at Chennault Park in Monroe, LA. Blackheart Affiliates are applying for an OPEN CONTAINER permit to CONSUME ONLY (NOT SELL) alcohol. This event is for ADULTS ONLY. The overall event will begin at 4pm and end at 11:30 pm with an admission fee. We could like to request an open container permit for patrons to bring their own alcohol.

Should you have any questions or concerns about this event, please feel free to contact me through on of the below methods.

Thank you for your cooperation.

Anthony Merrells
Event Coordinator
Summer Jam
Merrellswork06@yahoo.com
(318)614-6616



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2018

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelp.com

INSURED
Blackheart Affiliates LLC
Anthony Merrells
228 Harding Dr
Monroe, LA 71203

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Loyds Syndicate 2623 NAIC # AA-1128623 82%
INSURER B: Loyds Syndicate 623 NAIC # AA-1128623 18%
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	EH-771318-L1648360	06/16/2018	06/17/2018	EACH OCCURRENCE (EXCEPTS: AUTO, PROPERTY DAMAGE) \$ 1,000,000 MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Host Liquor Liability	EH-771318-L1648360	06/16/2018	06/17/2018	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED DEDUCTIBLE \$ 1,000
	<input checked="" type="checkbox"/> RETAIL LIQUOR LIABILITY				DEDUCTIBLE \$ 1,000
	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				OTHER THAN AUTO ONLY: EA ACC AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	<input type="checkbox"/> DEDUCTIBLE				EACH OCCURRENCE \$
	<input type="checkbox"/> RETENTION \$				AGGREGATE \$
	<input type="checkbox"/> OTHER				

WC STATUS: OTHER:
E.L. EACH ACCIDENT \$
E.L. DISEASE - EA EMPLOYEE \$
E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 100, Event Type: Reunion - Outdoor.

CERTIFICATE HOLDER

City of Monroe
Chenmault Park
8475 Millhaven Rd
Monroe, LA 71203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND A NOTICE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Will Maddux

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Policy Number: EH-771318-L1648360

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Monroe Chennault Park 8475 Milihaven Rd Monroe, LA 71203
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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 JAMES E. MAYO, MAYOR, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH GALLAGHER BENEFIT SERVICES INC. FOR PROFESSIONAL SERVICES RELATING TO HUMAN RESOURCES CONSULTING AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City is in need of a comprehensive job classification and compensation study and updates to its Employee Handbook; and

WHEREAS, Gallagher Benefit Services Inc. is a leading human resources and compensation consulting firm and has the experience to perform this project; and

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

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Agreement between the City of Monroe and Gallagher Benefit Services, Inc.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ____ day of _____, 2018.

CHAIRMAN

CITY CLERK



Gallagher

Insurance | Risk Management | Consulting

Proposal For



City of Monroe, LA

Comprehensive Job Classification/Compensation Study and Employee Handbook

Submitted by

Gallagher Benefit Services, Inc.

Ronnie E. Charles, SPHR, GPHR, IPMA-SCP – Managing Director (816) 395-8595
Ronnie.Charles@aig.com

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May 11, 2018

City of Monroe
400 Lea Joyner Expressway
Monroe, LA 71201

Full Comprehensive Job Classification and Compensation Study

Greetings:

In response to your request to the Gallagher Benefit Services, Inc. (GBS) office in Baton Rouge, the GBS Human Resources & Compensation Consulting (HRCC) group has been brought in to provide this comprehensive project plan.

Over the past 30 years, our firm has provided similar classification and compensation expertise to numerous municipalities across the country. We have included a sampling of references that demonstrates our experience in conducting similar engagements. Contact names and phone numbers are listed for each project. These projects are relevant in demonstrating our ability to meet the needs of the City and show considerable experience in developing compensation programs for a variety of municipalities. Our references can attest to the timeliness, quality, and responsiveness of the services we provide, as well as our knowledge of legal issues, such as the ADA and FLSA, our understanding of job classifications, and our skill and ability in dealing with public organizations and sensitive personnel issues.

We are pleased to submit this proposed project plan to assist the City of Monroe (“the City”) in performing a comprehensive job classification and compensation study covering approximately 350 employees and up to 235 job titles within the City.

In regards to this project, there are several aspects of our firm that we believe are pertinent:

- The goals of this project are similar to the goals of many other projects that we have successfully performed for other municipalities throughout the country. We are currently conducting or have conducted very similar compensation projects for the States of Rhode Island, Colorado, Utah, Washington and the cities of Durham, Raleigh, Baltimore, Detroit, Kansas City, Tulsa and many others throughout the country.
- Our staff has proven themselves as compensation professionals not only by experience, but also through the attainment of the CCP (Certified Compensation Professional) designation from *WorldatWork*, and graduate degrees in Human Resources/Industrial Relations and Public Administration.
- Our division’s smaller organizational structure and director interaction allows us to provide the City with senior level consultants who have the experience to guide you through this assignment to a successful conclusion.



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- We take time to understand your needs and our directors and consultants are not only available to lead you in all phases of the project, but are also available after completion to foster effective implementation.
- We have the technical experience, as well as sensitivity to the significant impact of classification, job evaluation, and compensation decisions to ensure results are appropriate for the City.

Our proposed approach is designed to provide the City with work products that are tailored to your needs and takes advantage of the knowledge regarding job content that exists within the City. We are fully prepared to complete the project in a manner that is cost effective for the City.

We believe we are well suited to assist you in conducting this sensitive and critical study. Our commitment to our clients is well established and we encourage you to contact other institutions that we are currently assisting or have recently assisted. We pride ourselves on offering our clients a level of customer service and quality work product that exceeds our competitors.

Our clients will attest to our ability to:

- Manage complex classification and compensation assignments.
- Work with you as a team – we serve as mentors and technical experts to make sure things go right.
- Deliver projects that meet the individual and unique needs of our clients for the future; we don't simply reorganize what you already have.
- Meet project timelines and budgets.

Our proposal is valid for 120 days after initial receipt and the City will be billed on a monthly basis as work is completed, and payment is due within 30 days.

We appreciate having the opportunity to submit this proposal and look forward to assisting the City in conducting this study. Should you need any additional information or have questions regarding our proposal, please contact me at (651) 234-0848; ronnie_charles@aig.com or Mike Verdoorn at (651) 234-0845 or mike_verdoorn@aig.com. I am authorized to negotiate the terms and conditions of this Job Classification & Compensation proposal and commit the organization.

Sincerely,

Ronnie Charles, SPHR, GPHR, IPMA-SCP
Managing Director



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GALLAGHER BACKGROUND AND EXPERIENCE

Gallagher Benefit Services Human Resources & Compensation Consulting Division of Arthur J. Gallagher & Co. ("Gallagher") has been one of the leading human resources and compensation consulting firms for decades. Arthur J. Gallagher & Co., which was founded in 1927 is the world's 4th largest insurance brokerage and risk management services firm and the 3rd largest broker in the U.S. with over 27,000 employees. With operations in 33 countries and, through a network of correspondent brokers and consultants, Gallagher offers client-service capabilities in more than 150 countries around the world. Arthur J. Gallagher & Co. has traded on the NYSE under the symbol AJG since 1984.

Over the past 16 years, Gallagher has grown its human resource consulting and compensation capacity through the purchase of key compensation consulting firms such as Burgess & Associates, Fox Lawson, James F. Reda & Associates, HR Advantage, and the Stanton Group. These firms employ senior level consultants some with more than 30 years of experience working on similar projects.

AJG has a broad understanding of human resource systems including the Fox Lawson Group's specialization in public sector classification and compensation studies. These studies typically include, developing new classification structures and job descriptions, evaluating jobs with a job evaluation methodology to determine the internal equity, conducting a custom-tailored salary survey, developing a competitive pay system, recommending strategies to implement the new compensation structure, and ensuring appropriate administrative and procedural guidelines are in place to maintain the system. We ensure that our clients are in compliance with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy.

Our compensation client services include evaluation, design and implementation of all HR subject areas that cover the life cycle of employment. AJG received the Ethisphere award for Ethical Companies in 2012, 2013, 2014, 2015, 2016, 2017 and 2018. We are recognized for the quality and depth of our analysis, for the ethical integrity of our practices, for our extensive capabilities and products in compensation and benefits surveys and analytics, and for the fair pricing of our services. The Fox Lawson group of compensation consultants have focused services for the last 30 years on public sector organizations.

The nature of Gallagher's business makes information one of its most valuable assets. We strictly maintain the confidentiality, integrity and availability of information and supporting information systems to sustain client confidence, accurately process transactions and financial reporting, and comply with legal and regulatory requirements.



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List of Quality Certifications

Our compensation consultants have achieved one or more of the following certifications:

- Master's degree in HR, business, or public administration
- Certified Compensation Professional (CCP) from *WorldatWork*
- IPMA-SCP from the International Public Management Association for Human Resources
- SPHR, GPHR Certifications
- Lean Six Sigma, Green Belt

Below are a few key points and some of the services we would like to highlight about our firm.

CLIENT SERVICE

In surveys of our clients, the independent firm Dun & Bradstreet found that the quality of services GBS delivered to its clients exceeded the services delivered by nearly 90 other consulting firms it competes with, many firms which are large, well-known, and national firms. The factors rated included cost, timeliness, quality, responsiveness to problems, technical support, quantity delivered verses quantity requested, and the attitude of personnel.

JOB EVALUATION

Our staff has been instrumental in developing and applying a variety of job evaluation methodologies to better meet our clients' needs in changing environments. Because no single method of job evaluation fits the needs of all clients, we offer a "family" of job evaluation methods, including the Decision Band Method®, Flex/Point™, a point factor plan, and JFACS™, an automated job evaluation system which uses a scored questionnaire. In addition to these job evaluation methods, our firm is experienced in fine-tuning various job evaluation methods, by updating the language and/or the mathematical weighting schemes behind various job evaluation systems to ensure they are free of bias and are valid and reliable. We have developed a variety of new job evaluation methods, including factor comparison, ranking, point factor and market based systems for many municipalities.

INDUSTRY ASSOCIATIONS

We also have a strategic alliance with the International Public Management Association for Human Resources (IPMA – HR), the National Public Employers Labor Relations Association (NPELRA), and the College and Universities Professional Association for Human Resources (CUPA - HR) and have conducted a series of training seminars/workshops on compensation, classification, job evaluation, and employee benefits management throughout the nation in conjunction with these organizations.

In addition, since 2007, our firm assisted in the development and sponsorship of surveys that were conducted through IPMA-HR including compensation benchmarking, performance management and benefits.

INDUSTRY LEADERSHIP

The consultants of Fox Lawson have demonstrated leadership in the field of compensation. Each member of GBS has obtained their CCP, and/or their IPMA-SCP or has significant experience and graduate level coursework in compensation. They also teach courses through *WorldatWork*,



including Job Analysis and Evaluation, Job Description Writing, Performance Management, and Variable Pay seminars at *WorldatWork* or through the International Public Management Association for Human Resources (IPMA-HR).

NUMEROUS PRESENTATIONS

We have been featured speakers at every IPMA-HR national conference for the past 25 years. We also have been featured speakers at every NPELRA (a public sector labor relations organization) national conference for the past 12 years, and have been presenters at local and national CUPA-HR conferences over the past 5 years including the Community College Business Officers Association.

PUBLISHED ARTICLES

We write a quarterly compensation answer column called *CompDoctor™* for the *HR News*. We also have published articles in the American City and County, Public Management, Corporate Report Ventures, Corporate Board Member, and Benefits Planner. We encourage you to access many of these articles through our website at www.aig.com.

CLIENT EXPECTATIONS

GBS takes pride in fulfilling and exceeding our clients' expectations. To ensure that we are accomplishing this, we distribute client satisfaction feedback surveys on a regular basis. These surveys provide valuable feedback regarding our performance on projects and the level of satisfaction of our clients. Below are some of the comments we consistently receive from our clients.

Flexible

"GBS is willing to work around their clients' schedules, and ensure project deadlines are met."

Customer Service and Follow-Up

"GBS is very responsive to their clients' questions and immediate needs; if there is a question, it is answered quickly and in words we understand."

Teaching, Feedback & Guidance

"GBS does an excellent job walking their clients through the project; they teach 'classification and compensation 101' and they move up to advanced courses when we are ready."

Professional

"GBS is very professional, knowledgeable, and accommodating in handling their clients' questions and concerns."

Analytic Ability & Data Quality

"GBS analyzes data in a manner that is easy to understand and provides data that is credible and valid."



JOB CLASSIFICATION & COMPENSATION SCOPE OF WORK

UNDERSTANDING OF PROJECT OBJECTIVES

While there are not specific project objectives at this time, below are the typical areas our clients address through a classification and compensation study. However, based on our discussions with GBS and review of the current job titles of the City, we recommend a project plan that will address the following, and result in a comprehensive compensation system that will help the ongoing management of external competitiveness and internal equity.

- **Classification Plan:** This includes the review and analysis of the duties and responsibilities for all positions included in the study to make sure the jobs are described correctly, that similar types of work are classified together, and that levels of work are differentiated. We can accomplish this in various ways such as providing employees with an electronic Position Description Questionnaire (PDQ) to collect job responsibility information, holding occupational panels, and/or leadership/HR interviews to create an updated classification structure and classification specifications with consistent titles and level distinctions to address career ladder issues. Recommendations for allocation of employees to the updated structures will be made. This will be conducted in Phase 2 of the work plan.
 - **Job Evaluation:** This addresses the internal equity by evaluating each job using a job evaluation methodology. Because no single method of job evaluation fits the needs of all clients, we offer a “family” of job evaluation methods including the Decision Band Method®. This will also include a discussion of the job evaluation methodology currently used by the City. This will be conducted in Phase 2 of the work plan.
 - **Salary Structure:** This includes the review and develop a salary structure, or modify the current structure so that compensation is equitable and competitive. If the City is like most municipalities, new hires may have put pressure on the wages paid to current employees and there may be instances of pay compression that are having an impact on morale. This activity is conducted in Phase 3 of the work plan. In order to develop a reliable salary structure, we integrate market data and custom survey results with the internal equity ratings from job evaluation, so that the structure is internally equitable and externally competitive. In this step we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria.
- During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with the City and allows for employee development and contribution to goal achievement. Pay ranges that address entry-level and recruiting needs will be discussed.
- **FLSA Exemption:** This includes a review of jobs to determine whether they would be impacted by the proposed regulations and potential changes to the duties tests. We include FLSA evaluation as part of the overall classification study and recommend exemption status



for each of our proposed classifications. Therefore, we will do a preliminary review to identify potential FLSA issues in Phase 2 of the work plan.

- **Report:** We will present the study results and recommendations at milestones and critical junctures during the project. Gallagher will be in constant contact with the City's designated project manager. Draft reports and updates will be submitted and discussed during the project. A final report will be delivered in hard copy and electronic version containing the following:
 - Methodology, results and recommendations
 - Salary administration overview that includes, but is not limited to, the following: ranges, placement and compensating hard to fill positions, etc.

Following is the assistance required from the City that will support the development of a valid and defensible system.

Recommended Practices

Our Managing Directors and staff have assisted many municipalities with classification and compensation issues. Our significant experience has resulted in a comprehensive understanding of the jobs under study and the best practices employed by many municipalities throughout the country. These are listed below:

- Involve the employees as much as possible. Introduce the study to them so they know what will happen and can ask questions, and then summarize the study findings at the end of the project in an open session, so they can see the results. Updates throughout the process will go a long way toward acceptance of the results. We believe that if employees know how and why they are compensated the way they are, they will accept their level of compensation better than if they think the system was created without their involvement.
- Leadership sponsorship. Change is hard! Updating classification and compensation systems requires strong and visible support of an organization's management and governance.
- Remember that while market parity is important, most employees want to make sure that they are paid fairly in relation to other employees.
- Doing it right has always been better than trying to meet a deadline.
- Rely on data, but make decisions based on humans. It has been our philosophy that the results and recommendations should be based on verifiable, auditable and valid data. Once the basic structure is in place, there may need to be adjustments for special conditions or other factors. However, the classification and compensation systems should be based on verifiable facts and solid professional standards.
- Remember that these systems need to be understood. They need to be simple, straightforward and transparent.
- Pay attention to implementation costs when employees are placed in the pay ranges and the potential for pay compression.



City Assistance Required

- Review and approval of consultant draft reports and other deliverables in timely fashion.
- Discussion of history and circumstances of current classification and pay systems.
- Participation in the development of the classification and compensation systems so that it may be maintained by City.
- Establishment of meetings and conference calls on a timely basis to discuss progress, findings and recommendations.
- Access to employees and their supervisors as needed.
- Collection of any classification and compensation information, questionnaires, job descriptions and related material.

Quality Assurance – Classification & Compensation Approach

Our philosophy for this type of classification and compensation study is based on the concept that employees should be paid equitably according to the value of the job to the organization and the comparable market within the financial capabilities of the organization.

Philosophy

Our general approach is to start by defining a compensation philosophy and strategy for our clients. This statement helps to define how classifications will be defined (broadly or narrowly), the comparative market, and where in relation to that market the client wants to position itself (e.g., average, lower or higher) and how it wants to balance the cost of benefits with the cost of salary (e.g., some clients want to pay a salary that is slightly below the average or median of the market because the cost of benefits is higher than the market average). Once this strategy is defined, it is then possible to establish a classification system that is tightly integrated with the compensation system so that employees are paid equitably in relation to other jobs in the organization and in relation to the market.

Classification

Classification is the process of understanding, verifying, and describing the nature and level of work of each job. Normally this data would be collected by asking employees and/or supervisors to describe the employee's work, including the duties, responsibilities, knowledge, skills, physical requirements, and working conditions required for their job. GBS typically conducts group interviews (occupational panels) and/or select employee interviews to confirm our understanding of the jobs being studied. Group interviews have the benefit of involving many employees in the development of the classification structure as well as aiding in employee understanding and acceptance the results. This can also be accomplished through manager and human resources interviews.

Job Evaluation

The purpose of job evaluation is to establish the internal worth of all job classes. The basic premise of job evaluation dictates that the more a job is valued internally, the more it should be compensated. Furthermore, it is a valuable tool for slotting classifications into appropriate salary grades when market data are not available for certain classifications, or for classifications that are not benchmarked. We have several evaluation methods that can be discussed and reviewed with the City to select the appropriate method. After discussion and with organizational concurrence, we would then apply the selected method to all job classifications. We will review the internal job evaluation hierarchy with the City and modify it as required. The City will be responsible for reviewing and approving the



recommended job evaluations.

Compensation

We follow professionally accepted compensation principles and practices as outlined by *WorldatWork*, SHRM, and the Department of Labor. Some of these guidelines are listed below. We have also authored many articles on various aspects of conducting salary surveys; please refer to our website www.aig.com for these specific articles.

- We utilize the following guidelines for benchmark selection:
 - representation of all job families and levels throughout the organization
 - highly populated jobs
 - jobs found in most organizations
 - jobs with recruitment or retention problems
 - We will review job descriptions and other job documentation to ensure we understand the duties and responsibilities, the level that the job is functioning at, and the reporting relationships so that participating organizations can match their classifications to the benchmark jobs. We will draw on our 30 years of salary and benefits survey experience to determine if a comparable job can be found in the labor market. We will ask the City to clarify any questionable jobs and/or answer any questions we may have about a particular job.
 - We follow guidelines for job matching (match only those jobs that match at least 70% of the duties, responsibilities and functions as outlined in the benchmark job summary). While some firms may claim to use a higher percentage, we believe anything over 70% may exclude data that are good, valid matches. We do not ask participants to rate the quality of the match, as this introduces additional subjectivity to the process that cannot be controlled.
 - We follow professionally accepted guidelines for defining labor markets and selecting organizations to survey. We factor in that different jobs will have different recruiting markets, by:
 - type of organization (e.g. Carnegie classification)
 - size of organization
 - geographic location
- It is important to define an organization's labor market prior to the survey rather than after the data have been collected so that it does not appear that the labor market data are being manipulated to support a certain conclusion. This could cause significant issues from an employee perception standpoint as well as potentially violate Federal Trade Commission and the U.S. Department of Labor's Sherman Antitrust Act guidelines in regards to the analysis of salary data.
- Any published sources utilized must meet the following criteria:
 - be conducted by a reputable salary survey firm
 - survey data is not self-reported
 - survey is conducted on a continual basis instead of a one-time event



- survey reports its data sources, the effective date of the data, and was tested to ensure accurate matches and data
- We will develop a data collection form that poses questions in a fashion that is easy for participants to answer, as well as being easy to quantify and analyze.
- We follow-up with participants to ensure data quality and validity of matches and data being reported. If there are any questions we seek job descriptions, organizational charts, and other information.
- We perform several reviews of the data as well as statistical tests to identify any extreme data and to ensure the validity of the data. Items we check for and follow-up on are:
 - job matches
 - labor market is right for each benchmark (as it was defined in beginning of study)
 - the range of salaries reported for each benchmark (any abnormally high or low)
 - extreme range spreads (either abnormally high or low)
 - relationship of minimums and maximums (minimums not higher than maximums)
 - actual salaries fall within the specified ranges (not less than minimum or significantly over maximum)
 - relationship of progression in levels (e.g., a level II job should have a higher salary than a level I job)
- We utilize trend factors for aging data so that all data is consistent to a current point in time. The trend factors are derived from either the U.S. Department of Labor data or *WorldatWork* Surveys.
- We apply geographic differentials as appropriate and necessary to ensure that the data are reflective of the City's labor market and economic conditions. We use third party resources (ERI) to identify the appropriate geographic differences. These geographic differentials will be shown separately.
- We calculate various statistics for summarizing the data (means, medians, highs, lows, percentiles).
- We follow the Federal Trade Commission and the U.S. Department of Labor guidelines that five matches should exist per job in order to draw reliable conclusions. Therefore, we do not calculate statistics (means, medians, etc.) on jobs with fewer than five job matches.



Work Plan

The following phases describe the programs, assumptions, commitments, and expectations of GBS in completing this study for the City.

JOB CLASSIFICATION & COMPENSATION PROJECT WORK PLAN	
<u>Study Component</u>	<u>Summary Tasks/Deliverables</u>
<p>I. Project Initiation and Strategy/Compensation Philosophy Development</p> <p>[Includes 2 days on site to conduct project initiation and strategy meetings and interviews as well as orientation sessions related to the classification study.]</p>	<ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Identification of possible barriers to implementing and maintaining change. ▪ Assessment of the strengths and weaknesses of the City's current classification & compensation systems. ▪ Review of current job evaluation approach and presentation of the DBM® methodology or alternatives for consideration. ▪ Development of or facilitation of an updated compensation philosophy and strategies with leadership and HR. ▪ Project timetable confirmed. ▪ Ongoing communication plan confirmed. ▪ Interviews conducted with department heads. ▪ Employee orientation sessions conducted to explain the project.
<p>II. Classification Review and Job Analysis</p> <p>[Presumes 2-3 days on site to conduct interviews and occupational panel sessions.]</p>	<ul style="list-style-type: none"> ▪ Review of current organization material and job descriptions. ▪ Identification of job families and appropriate representation for occupational panels. ▪ Follow up on job responsibilities with management. ▪ Development of new, or revisions to existing class specifications in format appropriate to electronic maintenance in draft for City review before finalization. ▪ Application of job evaluation tool in use or otherwise selected to City jobs. ▪ Training for HR and management personnel in the use of the new job evaluation system if selected. ▪ Internal equity ratings and FLSA recommendations for classification system. ▪ Allocation recommendations for employees.



<p>III. Market Compensation Study</p>	<ul style="list-style-type: none">▪ Labor market confirmed and survey participants identified.▪ Identification of hard to recruit positions and assessment of the relevance of compensation for recruiting.▪ Benchmark jobs identified and summarized.▪ Custom survey developed and conducted.▪ Published source data identified and approved for compensation research.▪ Data verified and competitive analysis performed.▪ Diagnostic review of current salary structures conducted to identify opportunities for simplification and updated structures recommended.▪ Identification of the linkages for performance management and/or methods of pay progression.▪ Salary compression assessed with associated recommendations.▪ Recommended pay structure(s) or update of existing structures.▪ Up to three transition options and next steps/costs outlined.
<p>IV. Final Report [Presumes on site final presentation.]</p>	<ul style="list-style-type: none">▪ Draft report developed and discussed with the City.▪ Quality assurance reviews conducted.▪ City review and feedback.▪ HR Training regarding adopted systems.▪ Final report and presentation.



**JOB CLASSIFICATION & COMPENSATION
PROJECT SCHEDULE**

In today's world, speed is very important. However, given the significance of this project, it is just as important for the City to have sufficient time to review and approve the recommendations of GBS and to ensure proper communications occur. We have prepared a realistic timeline to ensure the City has the work products in an expeditious manner.

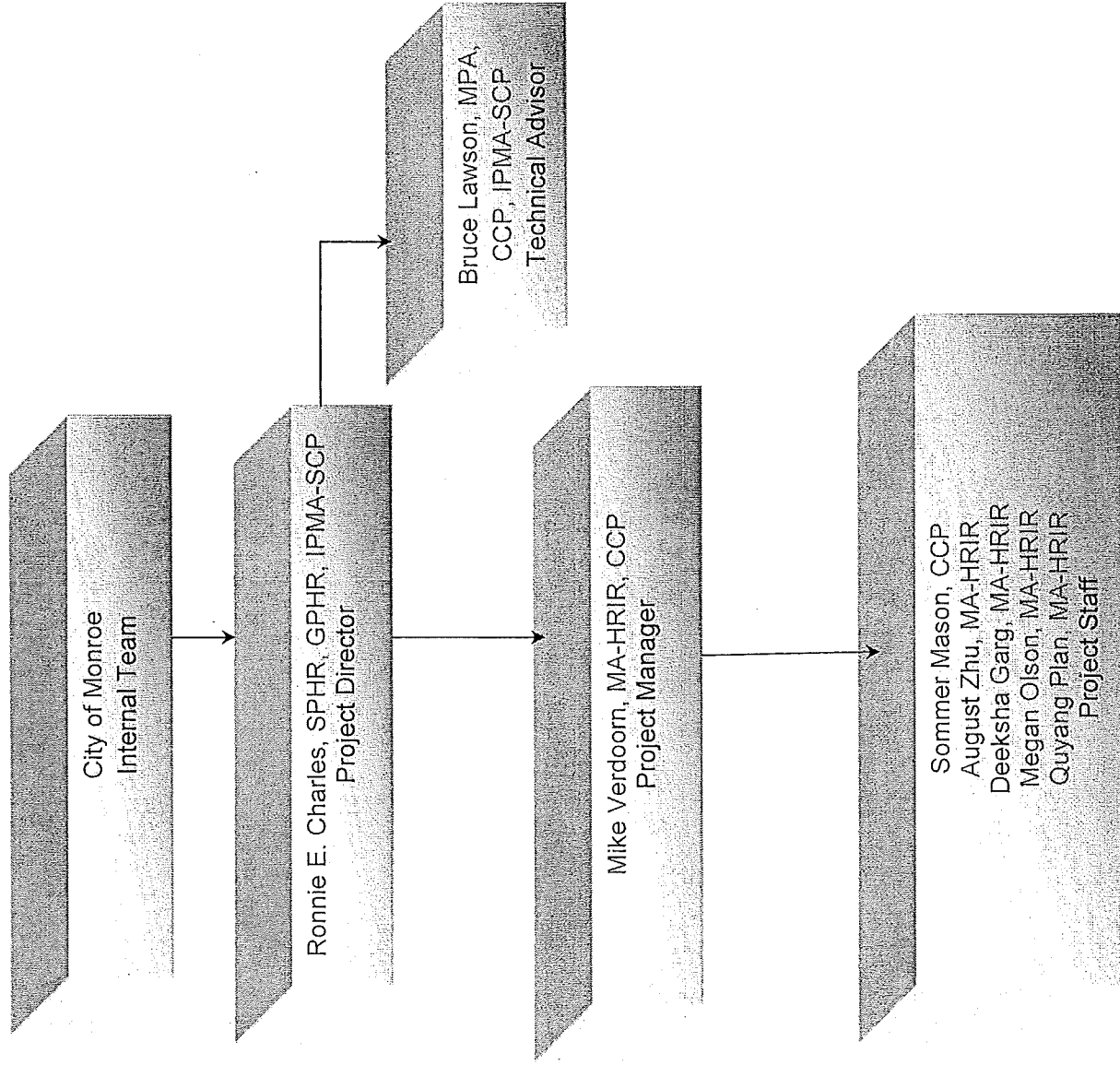
The following is an estimate to complete each phase by month. We will establish specific deadlines for each phase at the beginning of the project. We will conduct regular conference calls with the City to ensure that the schedule is monitored throughout the project.

PHASE	DESCRIPTION	1	2	3	4	5	6	7	8
1	Project Initiation and Strategy/Philosophy Development								
2	Classification Review & Job Analysis								
3	Market Compensation Study								
4	Final Report								

A more refined project schedule will be discussed with the City when the contract is finalized.



**JOB CLASSIFICATION & COMPENSATION PROJECT
ORGANIZATIONAL CHART**





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**JOB CLASSIFICATION & COMPENSATION PROJECT
BIOGRAPHIES OF THE PROJECT TEAM**

RONNIE E. CHARLES, BA, SPHR, GPHR, IPMA-SCP – Managing Director – Mr. Charles is a Principal Consultant with the firm responsible for leading Gallagher's Public Sector consulting practice in the eastern region of the United States. Mr. Charles has over 30 years of Public Sector HR experience including Chief Human Resources Officer (CHRO) experience most recently in the City of Baltimore with additional professional stints in the District of Columbia, State of Virginia, and City of Suffolk, Virginia. Mr. Charles has a Bachelor's Degree in Management from Saint Paul's College. Mr. Charles is a member of several professional organizations, including the International Public Management Association for Human Resources (IPMA-HR) and currently chairs the International IPMA-HR Professional Development Committee. In addition, Mr. Charles also currently serves as the Board Chairman of the Human Resources Institute (HRCI). He brings vast experience in domestic U.S., International, and Global HR Compensation practices.

BRUCE G. LAWSON, MPA, CCP, IPMA-SCP – Project Advisor – Mr. Lawson is a Managing Director of the firm. In this capacity, Mr. Lawson serves as project director and/or technical advisor, providing technical direction and quality assurance. He is responsible for all consulting activities in the areas of job evaluation and compensation, organization analysis, personnel systems and policy development. Mr. Lawson has been directing classification and compensation studies for more than 30 years. Prior to forming Fox Lawson, he spent 15 years with the firm of Ernst & Young LLP where he served as the national director of their public sector compensation consulting practice. He also served as City Manager in two California cities (Los Altos Hills and Belvedere), was the County Administrative Officer in Multnomah County (Portland) Oregon, Assistant City Manager/Personnel Director in Corvallis, Oregon, and Assistant to the City Administrator/Personnel Director in Placentia, CA. Mr. Lawson served on the City of Phoenix (AZ) Public Safety Employees Retirement Board for 12 years. Mr. Lawson has a Master's Degree in Public Administration from the California State University at Fullerton, is a.b.d. in Public Administration from Golden Gate University in San Francisco, and has earned his CCP certification from *WorldatWork*. He is also an active member of several professional associations including the College & University Professional Association for Human Resources, the International City & County Management Association, the International Public Management Association for Human Resources, the Society for Human Resources Management and *WorldatWork*. Mr. Lawson co-authors a quarterly compensation article called the *CompDoctor™*.

MIKE VERDOORN, MA-HRIR, CCP, IPMA-SCP – Principal Consultant – Mr. Verdoorn will provide overall project management leadership during the activities of this study. Mr. Verdoorn has been with the firm for 11 years, and is a former Compensation Analyst for Imation and the University of Minnesota. He has a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota, and has earned his Certified Compensation Professional (CCP) from *WorldatWork*.



AUGUST ZHU, MA-HRIR – Consultant – Mr. Zhu will provide staff support during all phases of this study. Mr. Zhu has a Bachelor of Science Degree in Human Resources from Shanghai Jiao Tong University and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. Prior to joining Fox Lawson & Associates, he was a compensation analyst at BASF (China) and organization development consultant at Bovis Consulting.

DEEKSHA GARG, MA-HRIR – Consultant – Ms. Garg will provide staff support during all phases of this study. Ms. Garg has a Bachelor's Degree in Psychology from Bangalore University, India and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. She previously worked at Nielsen Company (India) as a consultant for 2 years and later joined Basix Microfinance (India) in talent acquisition.

QUYANG PAN, MA-HRIR, CCP – Consultant - Ms. Pan will provide staff support during all phases of this study. Ms. Pan has a Bachelor's Degree in Accounting from Xiamen University, China and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota.

MEGAN OLSON, MA-HRIR – Consulting Associate - Ms. Olson will provide staff support during all phases of this study. She has a Bachelor's Degree in Psychology from North Dakota State University and a Master's Degree in Human Resources and Industrial Relations from the University of Minnesota. Prior to joining Gallagher Benefit Services, she held project based roles in the nonprofit sector and with Ford Motor Company.

SOMMER MASON, CCP – Account Manager - Ms. Mason will provide staff support during all phases of this study. She has a Bachelor's Degree in Management Information Systems from Louisiana Tech University. She is an accomplished Compensation and Benefits professional with Project Management experience in various industries. She received her Lean Six Sigma Green Belt certification in 2010 and earned her Certified Compensation Professional (CCP) certification from *WorldatWork*. Prior to joining the Gallagher Benefit Services Baton Rouge office, Sommer served in various Compensation and Benefits leadership roles in Human Resources.



JOB CLASSIFICATION & COMPENSATION PROJECT COST

We understand the importance of this study and realize the delicate nature of municipality spending. Therefore, we have proposed a fee schedule that is sensible, maximizes the use of the City dollars, and generates project results that will add value to the City. It will ensure the City has the ability to attract, retain, and motivate employees in providing quality services to its citizens and ensure the system is not an administrative and/or costly burden. Our fees to conduct the compensation study outlined in the proposal (including out of pocket expenses) will not exceed \$98,000.

PHASE	DESCRIPTION	TOTAL
I	<p>Project Initiation and Strategy Compensation Philosophy – 2 days onsite</p> <ul style="list-style-type: none"> - Confirmation of philosophy and strategy with organizational objectives; - Discussion and confirmation of project communication objectives; - Review of internal documents, including current job & organization documentation and pay structures, relevant City studies, department strategic plans, and related items; - Position Description Questionnaire; - Department head workshop; - Employee orientation meetings. 	\$13,500
II	<p>Classification Review and Job Analysis – 2-3 days onsite</p> <ul style="list-style-type: none"> - Review of job documentation; - Conduct of job family occupational panel meetings; - Recommended update to class system structure; - FLSA recommendations for each job; - Internal alignment job evaluation ratings for each; - Update class specifications; - Recommended allocation of each position into the appropriate job classification. 	\$39,000
III	<p>Market Compensation Study</p> <ul style="list-style-type: none"> - Identification/confirmation of comparators, benchmarks, and study metrics; - Data collection and verification; - Market parity analysis; pay structures & implementation recommendations; - Review of compression & pay progression linkages. 	Custom Survey \$32,000
IV	<p>Final Report – 2 days onsite</p> <p>Draft and final report, presentation of report to the City, including:</p> <ul style="list-style-type: none"> - Up to 3 implementation options including associated costs; - Recommendations for keeping systems up to date; - Training HR staff on approved methodologies. 	\$13,500
Total Cost:		\$98,000



Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of consultant charged with the work. GBS typically bills on a monthly basis up to the maximum of each deliverable. All expenses are included in this quote.

In this era of economic uncertainty and shrinking revenue sources, many of our clients are moving toward a classification structure and pay strategy that provides the flexibility necessary to manage efficiently with more limited resources. Gallagher/FLG has significant experience working with clients to design such systems and our managing directors are nationally recognized speakers and instructors in innovative compensation approaches and methods.

Summary Tasks/Deliverables

- Development of Compensation Strategy Document.
- Development of job descriptions and recommendations for improvement, modification or reclassification, if applicable.
- Implementation and training of formalized job evaluation.
- Labor market confirmed and survey participants identified for Union jobs.
- Benchmark jobs identified and summarized.
- Optional: Custom survey developed, approved, and conducted.
- Published source data identified, if applicable, and approved for compensation research.
- Competitive analysis of City positions performed.
- Diagnostic review of current salary structures conducted to identify opportunities for simplification.
- Development of salary structure options integrating the job evaluation system.
- Up to 3 implementation options, including placement of employees within the proposed salary schedule and cost to bring employees to the minimum of the proposed pay range minimum.
- Draft report developed and discussed with the City.
- Quality assurance reviews conducted.
- City review and feedback.
- Final report developed.



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JOB CLASSIFICATION & COMPENSATION PROJECT REFERENCES

CITY OF RALEIGH, NC

In 2015, we assisted the City in conducting a comprehensive Compensation System Study which provided for the development of a formal compensation philosophy, identified appropriate labor markets and benchmark jobs, recommendations for alternative pay structures, and enterprise wide employee and key stakeholder communication strategies. Mr. C. Stephen Jones, Jr. MBA, SPHR at 919-996-4708 or C.Stephen.Jones@raleighnc.gov, 222 W. Hargett Street, First Floor, Raleigh, NC 27601.

CITY OF DURHAM, NC

In 2016, we assisted the City in conducting a comprehensive Compensation System Study which provided for the development of a formal compensation philosophy, identified appropriate labor markets and benchmark jobs, recommendations for alternative pay structures, and enterprise wide employee and key stakeholder communication strategies. Alethea Hardy, Human Resources Manager, Phone (919) 560-4214, ext. 23026

STATE OF RHODE ISLAND

Beginning in 2014 and ongoing, we assisted the State in conducting a comprehensive Classification and Compensation System Study covering 14,000 employees. Ms. Deborah Dawson at 401-222-3454 or Dborah.Dawson@hr.ri.gov.

BEAUFORT COUNTY, SC

In 2015 we were engaged to assist the County in conducting a comprehensive Classification & Compensation Study covering approximately 840 full-time and 130 part-time positions. This ongoing engagement includes a review of the County's job evaluation and classification structure, position description updates and a market survey to determine internal and external competitiveness. Ms. Suzanne Gregory, Director of Human Resources, at 843-255-2982 or suzanneg@bcgov.net, PO Box 1228, Beaufort, SC 29901-1228.

CITY OF TULSA, OK

We were engaged in 2013 to conduct a compensation and classification study covering their approximately 3,500 positions. Erica Felix-Warwick, Director of Human Resources (918) 956-7422 or EFELIX-WARWICK@cityoftulsa.org.

CITY OF BALTIMORE, MD

We were retained in 2007 to conduct a comprehensive classification and compensation study for the City of positions within the "Managerial and Professional Society" (MAPS), with approximately 1,000 employees in 800 job classifications across a number of City departments and agencies. In 2012 we were engaged to provide professional project implementation support. Ms. Mary Talley Director, Human Resources, City of Baltimore at 410-396-1503 or Mary.Talley@baltimorecity.gov.



CITY OF ASHEVILLE, NC

From 2007 - 2014, we provided ongoing classification and compensation support for the City. In 2007, FLA conducted a classification study and made recommendations regarding restructured broad classes for approximately 75% of the City's positions. We conducted pay plan reviews for all positions and developed compensation structure recommendations for public safety and other positions. Kelley Dickens, Human Resources Director (828) 259-5682 or kdickens@ashevillenc.gov.

CITY OF CLARKSVILLE, TN

In 2009 we were engaged to assist the City in reviewing and updating its classification and compensation systems covering approximately 1,000 employees in 350 classifications. Will Wyatt, Director of Human Resources, 931-645-7451, Will.wyatt@cityofclarksville.com.

CITY OF NEWPORT BEACH, CA

Since 2012, we were originally retained to assist the City in conducting a review of its management/executive compensation plan, as well as to review the City's overall job classification structure and make recommendations regarding how the system could be simplified to adapt to the current work environment. We have subsequently been retained to conduct a comprehensive job classification and compensation study covering all city positions. Terri Cassidy, JD, Director of Human Resources, 949-644-3303 or TCassidy@NewportBeachCA.gov.

TOWN OF GILBERT, AZ

During 2012-2103, we conducted a comprehensive classification and compensation study for the Town and continue to provide ongoing support. In 2011, we were retained to conduct a diagnostic review of the Town's job classification and compensation systems. One of the findings from that review was that the Town did not have a current viable compensation philosophy and strategy. We were subsequently retained to assist the Town's Compensation Committee and the Town Council in developing a new compensation philosophy. The result was adoption of a new philosophy and related strategies by the Town Council. Carrie Bosley, Director of Human Resources. Phone: (480) 503-6922 or carrie.bosley@gilbertaz.gov.

CITY OF TACOMA, WA

In 2008, we have been retained to assist the City in developing a new job classification structure covering all City positions (including those within the City's Public Utilities), as well as to develop a new compensation program using data to be collected by another consulting firm. Joy St. Germaine, Human Resources Director at (253) 591-2060 or lstgermain@ci.tacoma.wa.us.

CITY OF MURFREESBORO, TN

In 2013, we were retained by the City to assist in the development of a new total compensation philosophy and strategy. Glen Godwin, Director of Human Resources (615) 848-2553 or ggodwin@murfreesborotn.gov.



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CITY OF FRANKLIN, TN

Currently and since 2006, Gallagher Benefit Services, Inc. (Nashville) provides ongoing classification and compensation support for the City. In 2006, GBS conducted a market study (including a custom survey) and analysis of the existing structure and made recommendations regarding structure adjustments. Shirley Harmon, Director of Human Resources (615) 550-6720 or shirley.harmon@franklintn.gov.

CITY OF KANSAS CITY, MO

In 2005, we were initially engaged to review and further develop changes that the City was proposing for their compensation program. The three changes where to move from a narrow classification system to a broadly defined system, changes and improvements to their pay for performance and performance evaluation system and conducting a market survey to bring pay levels to market levels. In 2007 and in 2012, we conducted a comprehensive market survey. Gary O'Bannon, Director of Human Resources, 816-513-1925 or [Gary O'Bannon@kcmo.org](mailto:Gary.O'Bannon@kcmo.org).

CITY OF DANVILLE, VA

In 2006, we were engaged to conduct a job evaluation and compensation study covering all positions (approximately 1,200 in 360 job classifications). Andrea Haley, Director of Human Resources, (540) 553-1805 or haley@ci.danville.va.us.

CITY OF ROANOKE, VA

FLA conducted an audit of the classification and compensation system of this City to determine competitive rates of pay for its 2,000 employees. We also conducted a comprehensive salary and benefits survey of similar-sized organizations in Virginia and surrounding cities and counties to determine the competitive rates of pay for similar positions. Recommendations were made to update the current compensation grades and ranges. Ken Cronin, Manager of Human Resources, (434) 799-5240.

CITY OF EDMUND, OK

We were retained in 2008 to review and revise the performance management system for all jobs except fire and police. We recommended a process and form that is more focused on employee development and linking performance expectations with departmental objectives. A new process of ranking employee performance was recommended to link it to pay increases. A training program was developed and delivered to all employees. Anita Breen, Director of HR, 405-359-4686, anita.breen@edmondok.com.

MECKLENBURG COUNTY

In 2004, we were retained by the County to develop a new classification and compensation system covering the County's 6,000 employees. The objective of the project was to streamline and simplify the system by reducing the number of job classifications from more than 500 to less than 200 and to move towards a broadband pay structure. A comprehensive salary and benefits survey was conducted as part of the study to develop compensation recommendations. Jan Millard, former Compensation Manager, now at Charlotte-Mecklenburg Schools, 701 E. Martin Luther King, Jr. Blvd., P.O. Box 30035, Charlotte, NC, 704-336-3181.



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CITY OF FRESNO, CA

Since 2006, we have been assisting the City in developing a new job classification and compensation program covering all positions in the City, including utility and airport positions. Terry Bond, Director of Human Resources, 559-621-6964 or Terry.Bond@fresno.gov.

CITY OF SAN ANTONIO, TX

In 2012, we were retained to conduct a diagnostic review of human resource processes and to assist with implementation of process improvement projects. Natalie Balderrama, Organizational Performance Manager, natalie.balderrama@sanantonio.gov.

Sample Clientele

This is a representative sample of Gallagher's municipality clients. Through our Fox Lawson acquisition, we have assisted more than 140 city clients, 70 counties, 25 state clients and 70 district and authority clients.

CITIES	
Ann Arbor, MI, City of	Los Angeles, CA, City of
Arlington, MN, City of	Mandan, ND, City of
Asheville, NC, City of	Mason City, IA, City of
Ashland, OR, City of	Medford, OR, City of
Atlanta Traffic Court, GA	Mercer Island, WA, City of
Baltimore, MD, City of	Mesa, AZ, City of
Barnesville, MN, City of	Mill Creek, WA, City of
Bellingham, WA, City of	Missoula, MT, City of
Bend, OR, City of	Montrose, CO, City of
Beverly Hills, CA, City of	Mount Pleasant, MI, City of
Billings, MT, City of	Mountain View, CA, City of
Bismarck, ND, City of	Murray City Corporation, UT
Burlington, IA, City of	Newcastle, WA, City of
Carlsbad, CA, City of	North Branch, MN, City of
Carson, CA, City of	North Lauderdale, FL, City of
Cave Creek, AZ, Town of	Northfield, MN, City of
College Station, TX, City of	Oceanside, CA, City of
Colorado Springs Attorney's Office, CO	Palo Alto, CA, City of
Colorado Springs, CO, City of	Paradise Valley, AZ, Town of
Concord, NC, City of	Pella, IA, City of
Cumberland, MD, City of	Peoria, AZ, City of
Dallas, TX, City of	Phoenix, AZ, City of



CITIES	
Danville, VA, City of	Plymouth, MN, City of
Davis, CA, City of	Prescott, AZ, City of
Desert Hot Springs, CA, City of	Pulaski, VA, Town of
Des Plaines, IL, City of	Queen Creek, AZ, Town of
Dickinson, ND, City of	Rancho Cucamonga, CA, City of
District of Columbia Government	Redmond, WA, City of
Durham, NC, City of	Richland, WA, City of
Eden Prairie, MN, City of	Rifle, CO, City of
Edmond, OK, City of	Rio Rancho, NM, City of
Encinitas, CA, City of	Riverside, CA, City of
Fargo, ND, City of	Roanoke, VA, City of
Farmington, MN, City of	Rochester, MN, City of
Federal Way, WA, City of	Sacramento, CA, City of
Fergus Falls, MN, City of	San Clemente, CA, City of
Flagstaff, AZ, City of	San Francisco, CA, City of
Fremont, CA, City of	San Jose, CA, City of
Fresno, CA, City of	San Ramon, CA, City of
Ft. Collins, CO, City of	Santa Ana, CA, City of
Ft. Lauderdale, FL, City of	Santa Cruz, CA, City of
Grants Pass, OR, City of	Schaumburg, IL, Village of
Glen Ellyn, IL, Village of	Scottsdale, AZ, City of
Goodyear, AZ, City of	Seattle, WA, City of
Grand Forks, ND, City of	Shakopee, MN, City of
Greensboro, NC, City of	Sheboygan Falls, WI, City of
Hamilton, OH, City of	Sioux City, IA, City of
Hanford, CA, City of	Sioux Falls, SD, City of
Hartford, CT, City of	Solano Beach, CA, City of
Healdsburg, CA, City of	Surprise, AZ, City of
Hercules, CA, City of	Tacoma, WA, City of
Hilton Head, SC, Town of	Telluride, CO, City of
Huber Heights, OH, City of	Thief River Falls, MN, City of
Huron, SD, City of	Tucson, AZ, City of
Issaquah, WA, City of	Tukwila, WA, City of
Jackson, MN, City of	Upper Arlington, OH, City of
Kalamazoo, MI, City of	Valley City, ND, City of



CITIES	
Kalispell, MT, City of	Vancouver, WA, City of
Kansas City, MO, City of	Walnut Creek, CA, City of
Kennewick, WA, City of	Washington DC, City of
Kingman, AZ, City of	Watertown, NY, City of
Kirkland, WA, City of	West Fargo, ND, City of
Lake Havasu City, AZ, City of	West Hollywood, CA, City of
Lake Oswego, OR, City of	West Jordan, UT, City of
Lakewood, CO, City of	Wichita, KS, City of
Larkspur, CA, City of	Wilmington, NC, City of
Liberty, MO, City of	Windsor, CA, Town of
Litchfield Park, AZ, City of	Woodland Park, CO, City of
Longview, WA, City of	Yuma, AZ, City of

COUNTIES	
Alameda County Office of Education, CA	Maricopa County Attorney, AZ
Baltimore Co., MD	Maricopa County Superior Court, AZ
Becker County, MN	Maricopa County, AZ
Blue Earth County, MN	Marin County, CA
Broward County, FL	McLean County, ND
Burleigh County, ND	Mecklenburg County, NC
Carver County, MN	Miami-Dade County, FL
Cass County, ND	Mille Lacs County, MN
Charleston County, SC	Monterey County, CA
City/County of Denver, CO	Montgomery County, MD
City/County of San Francisco, CA	Mower County, MN
Clay County, MN	Multnomah County, OR
Cochise County, AZ	Nassau County, NY
Coconino County, AZ	New Hanover County, NC
Contra Costa County, CA	Olmsted County, MN
Crow Wing County, MN	Pima County, AZ
Dakota County, MN	Pine County, MN
Dodge County, MN	Pipestone County, MN
Peachtree City, WI	Polk County, MN
Durham County, NC	Polk County, WI



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COUNTIES	
Eau Claire County, WI	Ramsey County, MN
El Dorado County, CA	Rice County, MN
Escambia County, FL	Rockdale County, GA
Faribault County, MN	Santa Cruz County, CA
Freeborn County, MN	Santa Rosa County, FL
Fulton County, GA	Scott County, IA
Greene County, OH	Scott County, MN
Gwinnett County, GA	Sedgwick County, KS
Hennepin County, MN	Shelby County, TN
Itasca County, MN	Sherburne County, MN
Johnson County, KS	Solano County, CA
Kent County, MI	St. Louis County, MN
Kern County, CA	Stearns County, MN
King County Superior Court, WA	Unified Gov't of Wyandotte
King County, WA	Ventura County, CA
Klickitat County, WA	Watsonwan County, MN
Lane County, OR	Yakima County, WA



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May 11, 2018

City of Monroe
400 Lea Joyner Expressway
Monroe, LA 71201

Full Employee Handbook

Greetings:

Please see our following proposal for developing an Employee Handbook for the City of Monroe ("the City"). We are confident that this Handbook will provide an effective resource to support your organization's employees and management.

Our proposal is valid for 120 days after initial receipt and the City will be billed on a monthly basis as work is completed, and payment is due within 30 days.

We appreciate having the opportunity to submit this proposal and look forward to assisting the City in conducting this study. Should you need any additional information or have questions regarding our proposal, please contact me at (713) 358-5978; paige_hilton@aig.com or Sommer Mason at (225) 290-0656 or sommer_mason@aig.com. I am authorized to negotiate the terms and conditions of this Employee Handbook proposal and commit the organization.

Regards,

Paige Hilton

Paige Hilton, PHR, SHRM-CP
Senior HR Consultant
Arthur J. Gallagher & Co.
Human Resources & Compensation Consulting



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EMPLOYEE HANDBOOK OVERVIEW

An Employee Handbook is an important tool for employees as well as the organization. For the employees, it often provides background and cultural information on the organization to help them become acquainted with their employer. It also provides them information about the organization's policies/procedures, benefits, responsibilities as an employee, and the organization's expectations of them. A handbook also assists the organization in complying with regulations requiring notifications to employees and may possibly aid in defense of a charge or lawsuit from a current or former employee.

Gallagher HR Consulting will create a new Employee Handbook for the City that covers both best practice and legal compliance at the federal and state level. The policies addressed will reflect the size of your organization. We will use our extensive experience in writing Employee Handbooks to assist the City in determining which policies work best for your organization. Together we can create a compliant employee handbook that fits your organization.

Given our extensive experience working with small and middle market organizations, Gallagher HR Consulting approaches each project as unique. We take the time to learn your business in an effort to customize our approach to the specific needs of your organization.

We believe our proposal demonstrates our commitment to providing the City with the highest level of service in an efficient and timely manner, while maintaining a cost structure that fits within your budget.

Our experienced consultants are uniquely qualified as a result of having worked as internal HR leaders, achieving advanced certification as HR professionals, and frequently serving as thought leaders within the HR profession. The vast majority hold advanced degrees related to HR and dynamic business practices. With over 200 HR professionals, located in multiple offices throughout the United States, we provide our clients with a depth of knowledge that comes from collaboration and interaction amongst our team and diverse client base. As a division of Arthur J. Gallagher & Co., an international insurance brokerage firm, we have access to experts in compliance, wellness, actuarial and risk management.



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EMPLOYEE HANDBOOK SCOPE OF WORK

Development of the Employee Handbook will typically include:

- Telephone discussion of the policies and procedures required and /or desired
- Review of any existing company employment related policies
- Creation / editing of all required policies
- Draft copy of handbook provided for review by the organization
- Follow-up call to review policies and edit handbook
- Recommendations for production and distribution to employees
- Final handbook delivered in Word and PDF formats

Gallagher HR Consulting and the City will meet via conference call and review best practices and information regarding relevant laws. While we are not attorneys, we are familiar with applicable laws as they apply to employee issues.



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EMPLOYEE HANDBOOK PROJECT SCHEDULE

Gallagher HR Consulting can begin working on your project within two (2) weeks of proposal acceptance. We will begin with review of your current document(s) and initial meetings with your HR representative. All times will be based on the actual availability of the client to review and meet as required. The chart below will outline the anticipated timeframe of the project.

Project Step	Gallagher HR Consulting Time Anticipated	Anticipated Timeframe
Client provides <i>Gallagher HR Consulting</i> with Word version of current employee handbook	Upon proposal acceptance	N/A
<i>Gallagher HR Consulting</i> informally reviews Client's current employee handbook	1-2 hours	Within 14 business days
<i>Gallagher HR Consulting</i> and Client discuss anticipated handbook changes	2 hours	7 business days
<i>Gallagher HR Consulting</i> creates handbook draft	6-8 hours	14 – 21 business days
Client and appropriate team members review draft in detail and notate questions and/or revisions desired prior to next step	None	14 business days
Conference call with <i>Gallagher HR Consulting</i> and Client to review changes	3 hours	1 business day
Final revisions are made per above conversation	3 hours	14 business days
Client reviews final draft	None	3 – 7 business days
<i>Gallagher HR Consulting</i> makes minor edits as requested	1 hour	3 – 7 business days
Final handbook is delivered to Client via email in Word and PDF formats		Total Time Anticipated: 4-6 weeks



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**JOB CLASSIFICATION & COMPENSATION PROJECT
BIOGRAPHIES OF THE PROJECT TEAM**

PAIGE HILTON, PHR, SHRM-CP – Senior HR Consultant - Ms. Hilton will provide overall project management leadership during the activities of this project. Mrs. Hilton joined Gallagher Benefit Services, Inc. in August 2012. With over 20 years of experience as a Strategic HR Leader, Paige is credited with building best-in-class organizations and acting as the catalyst for HR initiatives designed to achieve organizational goals and objective. Prior to joining Gallagher, Paige worked for 15 years as a Corporate HR Manager. Paige received a Bachelor of Science degree from Stephen F. Austin State University. She is certified as a Professional in Human Resource, is a member of the Society of Human Resource Management (SHRM) and an active member of HR Houston.

SOMMER MASON, CCP – Account Manager - Ms. Mason will provide staff support during all phases of this study. She has a Bachelor's Degree in Management Information Systems from Louisiana Tech University. She is an accomplished Compensation and Benefits professional with Project Management experience in various industries. She received her Lean Six Sigma Green Belt certification in 2010 and earned her Certified Compensation Professional (CCP) certification from *WorldatWork*. Prior to joining the Gallagher Benefit Services Baton Rouge office, Sommer served in various Compensation and Benefits leadership roles in Human Resources.



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EMPLOYEE HANDBOOK PROJECT COST

The estimated cost of the Employee Handbook is \$5,000. This is based on using our template as the starting point and customizing it to fit your organization.

Gallagher HR Consulting is available to provide commentary on handbook changes and/or facilitate team meetings to discuss policy and assist the organization in making final decisions. Should time be requested beyond the 3 hours budgeted in Project Schedule chart, they will be billed as needed at a rate of \$225 per hour. Continual review and revision of the draft provided will also be billed as incurred if the hours required are in excess of the hours reflected in the Project Schedule table presented in this agreement.

These estimated costs represent our knowledge of the City as described to us by your representative(s), as well as our experiences in providing similar services to other clients. However, if over the course of the project, any unusual information surfaces, it may be necessary to revise our initial proposal. While we do not anticipate a change in these projected estimated costs, we want to note that it may be necessary to revise our pricing if the scope of services changes.

DISCLOSURES & PRIVACY POLICY

Disclosure – Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as “Gallagher Benefit Services of California Insurance Services” and in Massachusetts as “Gallagher Benefit Insurance Services.” Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.

Independent Contractor Relationship – Gallagher HR Consulting’s relationship with the City will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship.

No Legal Advice Intended – Gallagher HR Consulting’s services do not constitute legal services. Our consultants are not licensed attorneys; therefore, we do not provide legal advice. Gallagher HR Consulting recommends that you have your own independent legal counsel review all documentation provided by Gallagher HR Consulting.

Limitation of Liability – Gallagher HR Consulting’s liability to The City and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher HR Consulting from The City for the particular Project



Assignment giving rise to the claim. Notwithstanding anything to the contrary in this agreement, Gallagher HR Consulting shall not be liable for any special, indirect, consequential, lost profits, or punitive damages sustained or incurred in connection with this agreement, and whether or not such damages are foreseeable.

Indemnification – The City shall defend, indemnify and hold harmless Gallagher HR Consulting, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) resulting in whole or in part from the acts or omissions of The City. Upon receiving written notice from Gallagher HR Consulting, The City will then defend Gallagher HR Consulting against such claim and Gallagher HR Consulting at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then The City shall indemnify Gallagher HR Consulting from and against any damages finally awarded or agreed to be paid for such claim.

Privacy Policy – Gallagher Benefit Services, Inc. (Gallagher), treats client privacy with care and respect. We do not disclose a client's nonpublic personal, financial, and health information to third parties, except for the purposes of placing your insurance coverage(s) and as otherwise permitted by law.

Gallagher has always been mindful of our clients' privacy. We maintain physical, electronic and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial, and health information, and that of your employees.

Applicable law requires Gallagher to provide our clients with a copy of our Privacy Policy, which can be accessed at <http://www.aig.com/privacy-policy/>. This policy does not apply to our efforts to market our products and services to our clients so you may receive information from us about products that may suit your needs.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE A GRANT AGREEMENT (GRANT NO. B-16-DL-220001/YEAR 2016) WITH THE LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF COMMUNITY DEVELOPMENT (OCD-DRU) FOR THE DISASTER RECOVERY UNIT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS: Article § VII, 14(C) of the constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual”; and

WHEREAS, the provisions of Article § VII, 14(C) permit the CDBG Program to assist the City of Monroe funds appropriated from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under the terms and conditions set forth in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe, through Mayor James E. Mayo is hereby authorized to enter into the attached Grant Agreement (Grant No. B-16-DL-220001/Year 2016) with Louisiana Division of Administration Office of Community Development Disaster Recovery Unit and James E. Mayo, Mayor is hereby authorized to sign all necessary documents to carry out the intent of this agreement.

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT – DISASTER RECOVERY UNIT

AGREEMENT
IMPLEMENTING GRANT UNDER THE COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM THROUGH THE
RESTORE LOUISIANA INFRASTRUCTURE: FEMA PUBLIC ASSISTANCE
NONFEDERAL SHARE MATCH PROGRAM

CITY OF MONROE

CFDA 14.228

Grant # B-16-DL-22-0001/Year 2016

PA# _____

This Agreement (“Agreement”) is entered into by and between CITY OF MONROE (“Grantee”) and the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT (“OCD”), each represented herein by their undersigned duly authorized representatives. Grantee and the OCD may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

PREAMBLES

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State and its political subdivisions or political corporations may engage in agreements with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”; and

WHEREAS, in the aftermath of the 2016 Severe Storms and Flooding Events, the United States Congress, through Public Law 114-223 and 114-254 appropriated funds to the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) Program for use through the State of Louisiana for disaster recovery; and

WHEREAS, the OCD, on behalf of the State of Louisiana, administers the State’s CDBG disaster recovery program (the “CDBG Disaster Recovery Program”), which is subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD; and

WHEREAS, the Grantee is a governmental entity or political subdivision eligible for reimbursement for repair of damages under the Stafford Act Public Assistance Grant Program (PA Program); and

WHEREAS, on February 16, 2017, HUD approved Louisiana's Initial Action Plan for the Utilization of CDBG Funds in Response to the 2016 Severe Storms and Flooding Events (the "Action Plan"). Action Plan Amendment Number 1 was approved by HUD on March 31, 2017 to meet the State-wide long-term Unmet Recovery and Resiliency needs of Louisiana that arose as a result of the two storm events. Amendment Number 1 further details the Restore Louisiana Infrastructure: Federal Emergency Management Agency (FEMA) Public Assistance Nonfederal Share Match Program ("the Program") which is designed to provide the required nonfederal share of FEMA Public Assistance Grants related to the 2016 Severe Storms and Flooding Events; and

WHEREAS, the public purpose to be derived from this Agreement is the expeditious and effective recovery of public services in Louisiana as part of the CDBG Disaster Recovery Program through the Restore Louisiana Infrastructure: FEMA Public Assistance Nonfederal Share Match Program; and

WHEREAS, the actions of the OCD and Grantee will meet the national objectives of benefitting persons of Low-to-Moderate income, Urgent Need and elimination of slum and blight and will result in a public benefit described in detail in this Agreement not disproportionate to the consideration in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds not to exceed the non-federal cost share of eligible activities identified in Project Worksheets (PWs) obligated under the PA Program. The maximum amount of the grant under this Agreement is one million, sixty-eight thousand, six hundred ninety-nine and 53/100 Dollars (\$1,068,699.53). Grantee is aware that the amount allocated to the Program is limited and may not be sufficient to pay the non-federal share of all projects of all grantees under the FEMA PA program under the FEMA Public Assistance grants arising out of the 2016 Severe Storms and Flooding Events, in which event Grantee agrees that OCD may reduce the amount of Grant Award. If OCD reduces the Grant Award, Grantee agrees to remit the resulting excess payment of Grant Funds to OCD. In the event that subsequent to disbursement of the Grant funds a portion of or all of the FEMA Public Assistance Grant is de-obligated or otherwise deemed ineligible, Grantee shall remit to OCD the corresponding non-federal cost share paid under this Agreement.

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing the Program in a manner satisfactory to the OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of the OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto as Appendix A) executed by Grantee and made a part hereof. The OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all program and CDBG regulations, guidelines and standards.

C. Goals and Objectives

The activities of the Program are expected to assist Grantee in the payment of the non-federal Cost-Share for eligible activities under the PA Program as reflected in the scope of work in PWs obligated for the Grantee.

D. The Program

1. Statement of Work

The work for which the Grant Award is issued are the projects which are the subject of the PW(s) listed in Exhibit A, attached hereto and made a part hereof.

The Grant Funds will be issued in accordance with the payment process specified herein. In the event that OCD requires information or documentation establishing the national objective and eligible activity of any project, or other information relative to CDBG eligibility, Grantee shall provide such information to OCD.

2. The Budget

The "Budget" for the Agreement shall be the non-federal cost share identified in PWs obligated by FEMA for the benefit of Grantee.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer to http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx) that are recovery-related, and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, including but not

limited to those within 24 CFR 570.482. Certification by the Governor's Office of Homeland Security and Emergency Preparedness ("GOHSEP") that PA Program funding has been disbursed to Grantee does not guarantee that expenses are eligible for CDBG reimbursement under this Agreement.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to http://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes, as applicable.

6. Mitigation Plan

Grantee is responsible for ensuring that the Program and all projects implemented therein considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes

7. Assurances

Grantee shall be responsible for implementing the recovery activities in compliance with all state and federal laws and regulations and all Program requirements. It shall be Grantee's responsibility to require that all of its contractors, and all tiers of their subcontractors, all subrecipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto and incorporated herein as Appendix A, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

Grantee shall be responsible for implementation of infrastructure improvements in compliance with any applicable federal and state procurement and bid laws and regulations and in adherence with the Louisiana Public Works Act.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Disaster Recovery Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Program described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for the OCD on this Agreement is the Director, Recovery Programs of the OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all Guidelines for the Program. Grantee shall submit to the OCD, on a schedule and dates to be provided by the OCD, but not less than every six months, a report of project progress and beneficiary data in a format to be provided by the OCD. Grantee is responsible for maintaining program files and support documentation for the information contained in the reports. Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive grant funds or other beneficiaries of the program(s), including subrecipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

F. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to

insurance proceeds, FEMA funding of costs covered under this Agreement (other than the PA funds being matched), or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of the OCD, or his/her designee. Payment may only be provided to Grantee subsequent to completion of a project covered by a PW, upon certification to OCD by GOHSEP, Recovery Division that a Request for Reimbursement has been submitted to GOHSEP and PA Program funding has been disbursed to Grantee.

Payment to Grantee will be made on a cost reimbursement basis for actual cost incurred for the project funded under the PW. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of the OCD, or his/her designee, approved draw requests shall be submitted to the OCD Financial Manager, or his designee, for approval of payment. Draw requests not approved by the Executive Director of the OCD or the OCD Financial Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

C. Grant Funds shall not be drawn in advance. Indirect costs are not reimbursable under this Agreement. Eligible travel expenses incurred under this Agreement shall be paid in accordance with PPM 49.

D. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until the OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on other funds payable under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement shall begin on March 1, 2016 and shall end on February 28, 2023, unless otherwise terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the execution of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
2. Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
3. Submission by Grantee of reports to the OCD, HUD, or either of their auditors, that are incorrect or incomplete in any material respect, provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or
4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to

payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

Grantee may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to OCD, such written notification to the setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, if OCD determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Termination/Suspension for Cause provision of this Agreement or the foregoing paragraph of this Termination for Convenience provision.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions B through D shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or cease any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to the Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; and (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause under Paragraph IIIB above, Grantee shall be entitled to payment on invoices submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of

this Agreement. In addition, Grantee shall be entitled to payment for the cost of deliverables and work in kind ordered, commenced or incurred prior to its receipt of the notice of termination, including all cost of demobilization, even though such cost might not be reasonably completed prior to the termination date.

IV. ADMINISTRATIVE REQUIREMENTS

A. Taxes

Grantee shall be responsible for payment of all applicable taxes from the funds to be received under this Agreement. Grantee's federal tax identification number is: 72-6000903, DUNS# 073151961.

B. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" as modified by 24 CFR 570.502.

C. Financial Management

Grantee shall administer its program in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a.** Records providing a full description of each activity taken;
- b.** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c.** Records required to determine the eligibility of services;
- d.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);
- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after the final closeout of the OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and subrecipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit,

examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or subrecipient, as appropriate, with reasonable advance notice. Grantee and its contractors and subrecipients shall comply with all relevant provisions of state law pertaining to audit requirements, including Louisiana Revised Statutes 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or subrecipient, as appropriate.

Failure of Grantee and/or its contractors and subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR part 200.

E. Procurement

Grantee's procurement shall comply with OCD's written and distributed policy for sub-grantee procurement for the Program. In the absence of a written and distributed policy by OCD, Grantee shall comply with 2 CFR 200. This requirement is in addition to whatever state and local laws may apply to procurement by the Grantee.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);

3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics, as applicable.

D. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

The work to be performed under this Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and

the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Grantee will not subcontract with any subcontractor where Grantee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the OCD deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by

Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee’s duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold GRANTEE and the OCD harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor’s and/or subcontractor’s performance or nonperformance of the services.

C. Workers’ Compensation

Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD, and the U.S. Department of Housing and Urban Development in providing services through this Agreement. Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement/or the Louisiana Commissioner of Administration. Such amendments shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

G. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

H. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

I. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

J. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption

shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

K. Applicable Law, Venue and Controversies

This Agreement shall be governed by and construed in accordance with the laws of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved under the processes set forth in La. R.S. 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. No Personal Liability of Individual Representatives

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate Party in his individual capacity, and neither the officers of any Party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the contract shall forthwith be amended to make such insertion or correction.

O. Prohibited Activity

Grantee is prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

P. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

Q. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

R. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or

reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's or any subcontractor's duties.

S. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

T. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement in accordance with FAR 23.500 et seq.

U. Public Communication

Grantee shall not issue any public communications regarding the Program and Grantee's activities under this Agreement without the prior consent of the OCD.

V. No Third Party Beneficiaries

This Agreement does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Grantee are

and shall remain the only parties to this Agreement and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Agreement.

W. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
Disaster Recovery Unit
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Facsimile: 225-219-9605

To Grantee:

Stacey Rowell
Director of Administration
City of Monroe
Post Office Box 123
Monroe, LA 71210
Phone: 318.329.4925
Email: stacey.rowell@ci.monroe.la.us

X. Applicability of Provisions Included/Excluded from Agreement

Failure to expressly reference any applicable federal or state regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either Party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

Likewise, execution of this Agreement will not obligate either Party to comply with any regulation, statute, public law, Executive Order, agency directive or OMB Circular, if not otherwise applicable to the use of the CDBG funds provided herein

or to the particular projects performed under this Agreement, except with respect to the citation of LSA R.S. 39:1672.2-1672.4 and PPM 49, which policies and procedures shall be adopted to apply to this Agreement.

Balance of this page left blank intentionally.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

Signed: _____ Date _____

Name: _____

Title: _____

Office of Community Development

Signed: _____ Date _____

Name: _____

Title: _____

Grantee

APPENDIX A
GRANTEE STATEMENT OF ASSURANCES

This Applicant/Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for a Community Development Block Grant (“CDBG”) and to execute the proposed CDBG program.
2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
4. Its chief executive officer, or other officer or representative of Applicant/Grantee approved by the State:
 - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4321, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - (b) Is authorized and consents, on behalf of the Applicant/Grantee and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee’s responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Grantee to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Grantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. As relates to PA Program projects funded by this agreement, it will comply with:
 - (a) Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Grantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Grantee, this assurance shall obligate the Applicant/Grantee/Grantee, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - (b) Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, 42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - (c) Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

(d) Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertain to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

(e) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

(f) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701, et seq.), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11.

The work to be performed by Grantee is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Grantee agrees to comply with HUD's regulations in 24 CFR part 135, which implement section 3. Grantee also certifies that they are under no contractual or other impediment that would prevent it from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which the Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every Grantee agreement and contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of such contract or in this section 3 clause, upon a finding that the Grantee or contractor is in violation of the regulations in 24 CFR part 135. Grantee will not contract with any Grantee or

contractor where the Grantee has notice or knowledge that the Grantee or contractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after the Grantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:

(a) Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and

(b) Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and

(c) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and

(d) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and

(e) Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.

15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.

16. It will ensure that the facilities under Applicant/Grantee/Grantee's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.

17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).

18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:

(a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and

- (b) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
25. In relation to labor standards, it will comply with:
- (a) Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - (b) Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - (c) Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
 - (d) Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less

land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR Part 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - (a) The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area; and
 - (b) The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866, July 12, 1979).
33. With regard to wildlife, it will comply with:
 - (a) The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of

habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and

(b) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Subrecipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Subrecipient funds to correct deficiencies.

GRANTEE

By: _____

Title: _____

This _____ day of _____, 20__.

EXHIBIT A

FEMA Number	PW Number	*Size	Eligible Amount	Federal Percent Match	DRU Cost	DRU Percent Match	
4263	812	L	\$ 779,855	75%	\$ 194,963.85	25%	
4263	341	L	\$ 682,246	85%	\$ 102,336.83	15%	
4263	686	L	\$ 537,014	75%	\$ 134,253.56	25%	
4263	868	L	\$ 947,874	75%	\$ 236,968.53	25%	
4263	877	L	\$ 1,052,295	75%	\$ 263,073.73	25%	
4263	636	L	\$ 424,657	75%	\$ 106,164.30	25%	
4263	884	L	\$ 123,755	75%	\$ 30,938.73	25%	
TOTAL AGREEMENT AMOUNT:						\$ 1,068,699.53	

***Note: Payment for small projects (denoted by "S") will be contingent upon HUD's approval.**

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between the categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Award available under the Agreement.

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 THE MAYOR OF THE CITY OF MONROE TO EXECUTE AN AGREEMENT/AMENDMENT TO AN AGREEMENT FOR THE COLLECTION OF SALES AND USE TAXES FOR THE TOWN OF RICHWOOD.

WHEREAS, the City of Monroe desires to amend the agreement for collection of sales and use taxes between itself and the Town of Richwood, Louisiana dated June 10, 1986, and

WHEREAS, the City of Monroe is of the opinion it would be in the public interest to enter into this agreement for the increase in collection of sales and use taxes.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered to enter into and to execute the attached amended agreement for the collection of sales and use taxes for and on behalf of the TOWN OF RICHWOOD.

This Resolution having been submitted in writing, introduced and published, 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 _____, 2018.

CITY CLERK

CHAIR

**AMENDMENT TO AGREEMENT
FOR COLLECTION OF SALES AND USE TAX**

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN AND REMEMBERED BY THESE PRESENTS that on this ____ day of _____, 2018, before the undersigned Notary Public, in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF MONROE, STATE OF LOUISIANA, a political corporation and subdivision of the State of Louisiana, created, organized and existing under the laws of the State of Louisiana, represented herein and appearing through its duly authorized and empowered Commissioner of Public Safety and Ex-Officio Mayor, James E. Mayo, in accordance with a Resolution adopted by the Commission Council of said City on _____, 2018, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "CITY";

AND

CITY OF RICHWOOD, STATE OF LOUISIANA, the governing authority of said city for general governmental purposes, represented herein and appearing through it duly authorized and empowered Mayor Gerald Brown, in accordance with a Resolution adopted by the City of Richwood on the ____ day of _____, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "CITY OF RICHWOOD";

Who did declare and say that they have made and entered into, and do hereby make, enter into and effect an Amendment to that certain Agreement for collection of Sales and Use Taxes by and between the parties dated June 10, 1986.

WHEREAS, the City of Monroe desires a change in the compensation paid it for the collection of the Sales and Use Taxes for the City of Richwood, and

NOW, THEREFORE the first paragraph under Paragraph 4 of the Agreement for Collection of Sales and Use Taxes dated June 10, 1986 by and between the City of Monroe and City of Richwood is hereby amended to read as follows:

“For the administration and collection of the Sales and Use Taxes for the twelve (12) month period beginning on or about August 1, 2018, the Collector shall pay the City out of the Sales and Use Tax proceeds monthly on or before the 20th of each month an amount equal to 0.55% of collections effective August 1, 2018 through April 1, 2019, then to 0.69% of collections effective May 1, 2019. Effective January 1, 2020 and annually thereafter, the percent collection rate shall be adjusted by the Consumer Price Index (South Region) as the stipulated compensation to be received by the City for the collection of Sales and Use Taxes provided in this Agreement.

Except for the hereinabove set forth amendment to the first paragraph under Paragraph 4 of the Agreement for Collection of Sales and Use Taxes dated June 10, 1986, the remainder of said agreement shall remain in full force and effect between the parties hereto.

THUS DONE, EXECUTED AND SIGNED, at Monroe, Louisiana on the _____ day of _____, 2018.

WITNESSES:

CITY OF MONROE, LA

BY: James E. Mayo

Notary Public

WITNESSES:

CITY OF RICHWOOD, LA

BY: Gerald Brown, Mayor

Notary Public

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 THE MAYOR OF THE CITY OF MONROE TO EXECUTE AN AGREEMENT/AMENDMENT TO AN AGREEMENT FOR THE COLLECTION OF SALES AND USE TAXES FOR THE CITY OF WEST MONROE.

WHEREAS, the City of Monroe desires to amend the agreement for collection of sales and use taxes between itself and the City of West Monroe, Louisiana dated May 10, 1994, and

WHEREAS, the City of Monroe is of the opinion it would be in the public interest to enter into this agreement for the increase in collection of sales and use taxes.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered to enter into and to execute the attached amended agreement for the collection of sales and use taxes for and on behalf of the CITY OF WEST MONROE.

This Resolution having been submitted in writing, introduced and published, 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 _____, 2018.

CITY CLERK

CHAIR

**AMENDMENT TO AGREEMENT
FOR COLLECTION OF SALES AND USE TAX**

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN AND REMEMBERED BY THESE PRESENTS that on this ____ day of _____, 2018, before the undersigned Notary Public, in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF MONROE, STATE OF LOUISIANA, a political corporation and subdivision of the State of Louisiana, created, organized and existing under the laws of the State of Louisiana, represented herein and appearing through its duly authorized and empowered Commissioner of Public Safety and Ex-Officio Mayor, James E. Mayo, in accordance with a Resolution adopted by the Commission Council of said City on _____, 2018, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "CITY";

AND

CITY OF WEST MONROE, STATE OF LOUISIANA, the governing authority of said city for general governmental purposes, represented herein and appearing through it duly authorized and empowered Mayor, Staci Albritton Mitchell, in accordance with a Resolution adopted by the City of West Monroe on the ____ day of _____, _____, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "CITY OF WEST MONROE";

Who did declare and say that they have made and entered into, and do hereby make, enter into and effect an Amendment to that certain Agreement for collection of Sales and Use Taxes by and between the parties dated May 10, 1994.

WHEREAS, the City of Monroe desires a change in the compensation paid it for the collection of the Sales and Use Taxes for the City of West Monroe, and

NOW, THEREFORE the first paragraph under Paragraph 4 of the Agreement for Collection of Sales and Use Taxes dated May 10, 1994 by and between the City of Monroe and City of West Monroe is hereby amended to read as follows:

“For the administration and collection of the Sales and Use Taxes for the twelve (12) month period beginning on or about August 1, 2018, the Collector shall pay the City out of the Sales and Use Tax proceeds monthly on or before the 20th of each month an amount equal to 0.55% of collections effective August 1, 2018 through April 1, 2019, then to 0.69% of collections effective May 1, 2019. Effective January 1, 2020 and annually thereafter, the percent collection rate shall be adjusted by the Consumer Price Index (South Region) as the stipulated compensation to be received by the City for the collection of Sales and Use Taxes provided in this Agreement.

Except for the hereinabove set forth amendment to the first paragraph under Paragraph 4 of the Agreement for Collection of Sales and Use Taxes dated May 10, 1994, the remainder of said agreement shall remain in full force and effect between the parties hereto.

THUS DONE, EXECUTED AND SIGNED, at Monroe, Louisiana on the _____ day of _____, 2018.

WITNESSES: _____ CITY OF MONROE, LA

BY: _____ James E. Mayo

Notary Public

WITNESSES: _____ CITY OF WEST MONROE, LA

BY: _____ Staci Albritton Mitchell, Mayor

Notary Public

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 THE MAYOR OF THE CITY OF MONROE TO EXECUTE AN AGREEMENT/AMENDMENT TO AN AGREEMENT FOR THE COLLECTION OF SALES AND USE TAXES FOR THE POLICE JURY FOR THE PARISH OF OUACHITA:

WHEREAS, the City of Monroe desires to amend the agreement for collection of sales and use taxes between itself and the Ouachita Parish Police Jury dated November 22, 1977 and May 31, 1994, and

WHEREAS, the City of Monroe is of the opinion it would be in the public interest to enter into this agreement for the increase in collection of sales and use taxes.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered to enter into and to execute the attached amended agreement for the collection of sales and use taxes for and on behalf of the Ouachita Parish Police Jury.

This Resolution having been submitted in writing, introduced and published, 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 _____, 2018.

CITY CLERK

CHAIR

**AMENDMENT TO AGREEMENT
FOR COLLECTION OF SALES AND USE TAX**

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN AND REMEMBERED BY THESE PRESENTS that on this ____ day of _____, 2018, before the undersigned Notary Public, in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF MONROE, STATE OF LOUISIANA, a political corporation and subdivision of the State of Louisiana, created, organized and existing under the laws of the State of Louisiana, represented herein and appearing through its duly authorized and empowered Commissioner of Public Safety and Ex-Officio Mayor, James E. Mayo, in accordance with a Resolution adopted by the Commission Council of said City on _____, 2018, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "CITY";

AND

POLICE JURY OF THE PARISH OF OUACHITA, STATE OF LOUISIANA, the governing authority of said Parish for general governmental purposes, represented herein and appearing through it duly authorized and empowered President, Scotty Robinson, in accordance with a Resolution adopted by the Police Jury of said Parish on the ____ day of _____, a certified copy of said Resolution being attached hereto, and hereinafter referred to as the "POLICE JURY";

Who did declare and say that they have made and entered into, and do hereby make, enter into and effect an Amendment to that certain Agreement for collection of Sales and Use Taxes by and between the parties dated November 22, 1977 and May 31, 1994.

WHEREAS, the City of Monroe desires a change in the compensation paid it for the collection of the Sales and Use Taxes for the Police Jury, and

NOW, THEREFORE the first paragraph under Paragraph IV of the Agreement for Collection of Sales and Use Taxes dated May 31, 1994 by and between the City of Monroe and Police Jury is hereby amended to read as follows:

"For the administration and collection of the Sales and Use Taxes for the twelve (12) month period beginning on or about August 1, 2018, the Collector shall pay the City out of the Sales and Use Tax proceeds monthly on or before the 20th of each month an amount equal to 0.55% of collections effective August 1, 2018 through April 1, 2019, then to 0.69% of collections effective May 1, 2019. Effective January 1, 2020 and annually thereafter, the percent collection rate shall be adjusted by the Consumer Price Index (South Region) as the stipulated compensation to be received by the City for the collection of Sales and Use Taxes provided in this Agreement.

Except for the hereinabove set forth amendment to the first paragraph under Paragraph IV of the Agreement for Collection of Sales and Use Taxes dated November 22, 1977, the remainder of said agreement shall remain in full force and effect between the parties hereto.

THUS DONE, EXECUTED AND SIGNED, at Monroe, Louisiana on the _____ day of _____, 2018.

WITNESSES: _____ CITY OF MONROE, LA

BY: _____ James E. Mayo

Notary Public

WITNESSES: _____ OUACHITA PARISH POLICE JURY

BY: _____ Scotty Robinson, President

Notary Public



PLANNING AND URBAN DEVELOPMENT DEPARTMENT

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

Planning and Zoning

Division

MEMORANDUM

TO: Councilwoman Gretchen Ezernack, Chairman
FROM: Joanne C. Poret, AICP, Planning and Zoning Director
DATE: June 5, 2018
RE: Conditional Use Permit

ALCOHOL BEVERAGE SALES, ON PREMISE CONSUMPTION:

Taco Bandito
2127 Forsythe Avenue, Suite 1

This major conditional use permit authorizes the use for the existing business (2127 Forsythe Avenue) to sell alcohol for on-premise consumption. The Comprehensive Zoning Ordinance allows alcohol sales for on-premise consumption as a Major Conditional Use in the B-2 Neighborhood Business District. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

This business has been in existence since 1990. Due to a recent issue with the state alcohol board it was discovered that the business did not have a valid Certificate of Occupancy and therefore the business needed to go through the process including the Conditional Use request for the on-premise liquor sales. The business does have a valid liquor license and does not have to apply for another.

Planning Commission recommends approval with a 4-0-1 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.

- Medium Intensity Mixed Use: Areas with a mix of residential and commercial uses including live-work spaces and mixed use developments.

- 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).



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Jimmie Bryant, Interim PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

June 4, 2018

City Hall

Monroe, Louisiana

RE: CUP 113-18

APPLICANT: Sharon Ross

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Ernest Muhammad

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that the Major Conditional Use Permit is sufficient to authorize the sale of alcohol for on-premise consumption in the B-2 (Neighborhood Business) District located at 2127 Forsythe Avenue "Ste. 1". The Monroe Planning Commission recommends this application be approved.

The Monroe Planning Commission had a majority vote for approval.

Post Office Box 123 ▪ Monroe, Louisiana 71210 ▪ 318.329.2335
Visit us at www.monroe.la.us

**City of Monroe
Planning Commission**

Case No.: CUP 113-18
Name of Applicant: Sharon Ross
Address of Property: 2127 Forsythe Ave. "Suite 1"
Present Zoning: B-2, neighborhood business district
Council District: 1
Size of Property: .32 acres (more or less)
Future Land Use: Commercial Neighborhood
Consistent to the Comprehensive Plan: Yes

REQUEST: A Major Conditional Use Permit for On-Premise Alcohol Sales.

PRESENT USE: Taco Bandido Restaurant

MOST NEARLY BOUNDED BY (STREETS): Restaurant sits on a corner lot which fronts on Forsythe Ave., with Honor St. running along the side, northeastern property line.

SURROUNDING LAND USES: The adjacent properties are zoned B-2, neighborhood business district. They are a mix of uses including office, dental clinic, and pharmacy.

ADVERSE INFLUENCES: Will sell alcohol for on-premise consumption.

POSITIVE INFLUENCES: Will allow business to return to large-revenue generating sector of its sales.

COMPREHENSIVE PLAN: The Comprehensive Plan Future Land Use Plan shows this area as Commercial Neighborhood.

COMMENTS/RECOMMENDATIONS: Taco Bandido was recently cited by state Alcohol & Tobacco Control (ATC) for selling drive through off-premise and on-premise alcohol from the same location. The state requires that they have two separate suite numbers to legally separate these operations. In the process of issuing a second suite number, it was discovered that Taco Bandido was operating without a Certificate of Occupancy (CO). Records indicate that they applied for and were approved for *on-premise* alcohol sales "with meal only", by the Board of Adjustments in August 1990 (see attached application for CO).

CUP 103-18
Sharon Ross

Unfortunately, the restaurant's owners never finalized the CO and the CO, and approval expired. This means that they cannot be grandfathered in, since the restaurant has never had a valid CO.

This failure to finalize the process means that the restaurant never received approval for on or off-premise alcohol sales, which it has conducted since 1990. Today, an alcohol license would not be issued by Tax & Revenue without a valid, finalized CO. Taco Bandido was issued, and maintained an alcohol license until the recent ATC action.

The applicant is requesting formal approval for drive through on-premise alcohol sales through this Conditional Use permit, and *off-premise* alcohol sales through CUP 114-18. They have performed both of these operations for many years, and approval will mean a continuation of those services.

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.
- 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.

OPTIONS:

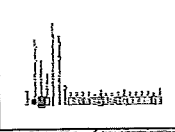
Approve the applicant's request as presented.

Approve the applicant's request with amendments.

Deny the applicant's request as presented.



CUP 113-18 & CUP 114-18
Sharon Ross
2127 Forsythe Ave Ste. 1 & 2






PLANNING AND URBAN DEVELOPMENT DEPARTMENT

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

Planning and Zoning

Division

MEMORANDUM

TO: Councilwoman Gretchen Ezernack, Chairman
FROM: Joanne C. Poret, AICP, Planning and Zoning Director 
DATE: June 5, 2018
RE: Conditional Use Permit

ALCOHOL BEVERAGE SALES, OFF-PREMISE CONSUMPTION:

Taco Bandito
2127 Forsythe Avenue, Suite 2

This major conditional use permit authorizes the use for the drive-through at the existing business (2127 Forsythe Avenue) to sell alcohol for off-premise consumption. The Comprehensive Zoning Ordinance allows alcohol sales for off-premise consumption as a Major Conditional Use in the B-2 Neighborhood Business District. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

This business has been in existence since 1990. Due to a recent issue with the state alcohol board, the business was told that they could not sell alcohol for off-premise consumption (the drive-thru) at the same address as the restaurant. The restaurant will now be addressed as 2127 Forsythe Avenue Suite 1 and Suite 2. The drive-thru will be addressed as Suite 2.

Planning Commission recommends approval with a 4-0-1 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.

- *Medium Intensity Mixed Use: Areas with a mix of residential and commercial uses including live-work spaces and mixed use developments.*

- 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).

**City of Monroe
Planning Commission**

Case No.: CUP 114-18
Name of Applicant: Sharon Ross
Address of Property: 2127 Forsythe Ave. "Suite 2"
Present Zoning: B-2, neighborhood business district
Council District: 1
Size of Property: .32 acres (more or less)
Future Land Use: Commercial Neighborhood
Consistent to the Comprehensive Plan: Yes

REQUEST: A Major Conditional Use Permit for Off-Premise Alcohol Sales.

PRESENT USE: Taco Bandido Restaurant

MOST NEARLY BOUNDED BY (STREETS): Restaurant sits on a corner lot which fronts on Forsythe Ave., with Honor St. running along the side, northeastern property line.

SURROUNDING LAND USES: The adjacent properties are zoned B-2, neighborhood business district. They are a mix of uses including office, dental clinic, and pharmacy.

ADVERSE INFLUENCES: Will sell alcohol for off-premise consumption out of the drive through.

POSITIVE INFLUENCES: Will allow business to return to large-revenue generating sector of its sales.

COMPREHENSIVE PLAN: The Comprehensive Plan Future Land Use Plan shows this area as Commercial Neighborhood.

COMMENTS/RECOMMENDATIONS: Taco Bandido was recently cited by state Alcohol & Tobacco Control (ATC) for selling drive through off-premise and on-premise alcohol from the same location. The state requires that they have two separate suite numbers to legally separate these operations. In the process of issuing a second suite number, it was discovered that Taco Bandido was operating without a Certificate of Occupancy (CO). Records indicate that they applied for and were approved for *on-premise* alcohol sales "with meal only", by the Board of Adjustments

in August 1990 (see attached application for CO).

Unfortunately, the restaurant's owners never finalized the CO and the CO, and approval expired. This means that they cannot be grandfathered in, since the restaurant has never had a valid CO.

This failure to finalize the process means that the restaurant never received approval for on or off-premise alcohol sales, which it has conducted since 1990. Today, an alcohol license would not be issued by Tax & Revenue without a valid, finalized CO. Taco Bandido was issued, and maintained an alcohol license until the recent ATC action.

The applicant is requesting formal approval for drive through off-premise alcohol sales through this Conditional Use permit.

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.
- 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.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with amendments.

Deny the applicant's request as presented.



CUP 113-18 & CUP 114-18
Sharon Ross
2127 Forsythe Ave Ste. 1 & 2



RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF THE PLANNING AND URBAN DEVELOPMENT DIRECTOR FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby confirm the appointment of Ellen Hill as the Director of the Planning and Urban Development Department for the City of Monroe, Louisiana.

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 June, 2018.

CITY CLERK

CHAIRMAN

Ellen Noguera Hill

1700 Auburn Ave • Monroe, LA 71201 • Phone: 318.450.9162 E-Mail: egnoquera44@gmccil.com

Professional Experience Summary

Over sixteen-years leadership, management, and compliance experience in the public and private sector. Secured and managed over \$15 million in grant funds from private and public funding agencies to expand capacity and increase services to various constituencies.

Education

Masters of Arts University of Alabama – Huntsville, AL Public Management/Public Affairs 1993
Bachelor of Arts Loyola University, New Orleans, LA 1988

Certifications and Professional Training

2016	Compressing Planning Institute, <i>Compression Planning</i>
2015	CompTIA, <i>Project Management</i>
2015	Louisiana Community & Technical System, <i>OMB Uniform Administrative Requirements for Federal Awards Certification</i>
2012	Council for Resource Development, <i>Specialist Training</i>
2011	Louisiana Community & Technical System, <i>Perkins Certification (EDGAR)</i>
2010	National Retail Federation, <i>Customer Service Certification</i>
2009	National Career Pathways Network, <i>Career Pathways Leadership Certification</i>
2006	W. K. Kellogg Mid South Delta Initiative, <i>Delta Leaders</i>
2005	Louisiana Community & Technical College System, <i>Leadership Institute</i>
2002	Points of Light Foundation, <i>Corporate Fundraising</i>
2001	US Department of Housing and Urban Development, <i>Grants Management</i>
1997	Grantsmanship Center, <i>Grant Writing Certification</i>

Professional Experience

2003 – Present

Director, Sponsored Programs

Dean, Special Programs

Louisiana Delta Community College merged with Northeast Louisiana Technical College

- Provide coordination at a regional level for Carl D. Perkins federal grant activities including development of Local Application Plan and fiscal oversight of funds.
- Provide leadership for college's grant development and implementation activities; coordinate project management with various administrative departments.
- Manage various special grant programs including Dow Promise Grant, Rapid Response Workforce Training Grants, US Department of Labor Trade Adjustment Act Grant, and Workforce Board projects.
- Represented the college on various leadership teams/committees related to workforce and resource development.
- Provided oversight and management for various federal grants including National Science Foundation, US Department of Transportation, OSHA, US Department of Education.
- Responsible for grant compliance - federal and state grants. Liaison with auditors on grants issues.

Ellen Noguera Hill

1700 Auburn Ave • Monroe, LA 71201 • Phone: 318.450.9162 E-Mail: egnoque1044@gmail.com

2002 – Present Development Consultant

EGN Consulting

- Provide project development and grant writing services for faith-based nonprofit organizations
- Initiate contact with potential donors and foundations to support the mission and goals of the organizations.
- Provide grant/project management consulting services for non-profit organizations and public institutions.

2000 – 2002

Neighborhood Revitalization Division Manager

City Of Grand Prairie– Housing and Neighborhood Services

- Provided leadership, and management for neighborhood revitalization projects for targeted communities within the city. Supervised all programs activities and professional staff, and served as city liaison to local organizations and businesses interested in city programs.
- Managed US Department of Housing and Urban Development CDBG grant budgets; worked closely with planning and zoning to address citizen issues as well as business development.
- City liaison to US Department of Justice Weed & Seed Program – initiated partnership to address crime and community safety issues.
- City liaison to Corporation for National Service VISTA Program to implement summer enrichment and public service projects funded through CDBG grants.
- Managed city's partnership with Dallas Area Habitat for Humanity; initiated partnership which built houses utilizing HUD HOME funds.
- Organized city's Make A Difference Day with over 1,000 volunteers to address blight, code violations, and neighborhood improvement in the city CDBG eligible areas.
- Coordinated grant research and writing activities for the department to expand city services.

1996 – 2000

Neighborhood Revitalization Manager

City Of West Monroe

- Managed a city department charged with developing and implementing revitalization projects within a targeted neighborhood area. Supervised a staff of 25 (fulltime and part-time) and five consultants.
- Successfully secured federal and state grant funding to expand programs and launch new projects including AmeriCorps and Juvenile Justice Delinquency Programs.
- Developed training programs for volunteers (youth and adults) to support city/CDBG funded projects.
- Developed and maintained relationships with local and state units of government to fund projects.

1994– 1996

Community Initiatives Associate

City Of Waco

- Liaison for the City to 24 neighborhood associations, Waco Enterprise Community and East Waco Market Committee. Worked extensively with residents and community organizations involved in the federally designated Enterprise Community to secure funding and new services for targeted neighborhoods. Worked on CDBG funded projects.
- Provided research and technical assistance to community-based groups forming associations or non-profit corporations. Produced reports for city council members and city management team to use as guides in developing policies involving community development.

Ellen Noguera Hill

1700 Auburn Ave* Monroe, LA 71201 * Phone: 318.450.9162 E-Mail: egnoguera44@gmail.com

Community Service and Professional Affiliations

- 2016 – Present Louisiana Workforce Commission – Ouachita Workforce Board, Education Committee
- 2011 – 2012** **Monroe City Council, District 3 Representative; served on Infrastructure Committee and Council of Governments**
- 2010 – Present National Association for Career Technical Education, *Member*
- 2010 – Present National Career Pathways Network, *Member*
- 2006 – 2016 Council for Resource Development, Member; Co-Chair of Federal Funding Taskforce, 2011 – 2012; Chair of FF Taskforce 2013 – 2015; visited with US Department of Housing and Urban Development staff each year served.
- 2008 – Present National Council for Workforce Education, Member; Presenter at 2009 National Conference
- 2009 - 2015 United Way of Northeast Louisiana, *Board Member; Education Committee*
- 2005 – 2012** **Monroe Planning and Zoning Commission, Member; served on the comprehensive Planning Committee to update city plan and zoning maps**
- 2002 - 2011 Habitat for Humanity Ouachita Parish Board of Directors
Board President (2008-2010), Development Committee Chair (2003-2008)
- 2002 – 2005 Monroe Weed and Seed Steering Committee
Project Facilitator and Grant Writer

Project Leadership and Management Activities

Chair of Federal Funding Task Force (2014 and 2015), Council for Resource Development, affiliate of American Association of Community Colleges. Led over sixty community college professionals to visit with over 45 federal agencies and produce an online report for the 1200 members to access.

College Lead, Retraining the Gulf Coast Workforce project funded through nine-college consortium grant from Department of Labor - Trade Adjustment Assistance Community College Career Training Program. (2012 – 2016)

Member of Leadership Team for Statewide Carl D. Perkins State Plan review and development of Louisiana State Plan Addendum, 2010 - 2011; Member of Carl D. Perkins State Plan Team to develop the state's plan for Career Technical Education. (2007 – 2008)

Regional Carl Perkins Partnership Facilitator (2008 – present) for collaborative planning and implementation effort to deliver career technical training offered at the secondary and postsecondary levels. Partnership includes: all 14 school systems in the region, local chambers of commerce, businesses partners, students, parents, and community agencies.

Team Lead for the development of project to offer technology training to secondary students and adults through US Department of Education Community Technology Training Center Grant targeting underserved populations in Ouachita Parish. (2003)

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2018 SMALL URBAN FEDERAL TRANSIT ADMINISTRATION SECTION FUNDS, SECTION 5307 PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, THE CITY OF MONROE has met the requirement for and received the attached funding from the Federal Transit Administration for FY 2018 in the amount of: \$880,023.00 for Operating and Preventative Maintenance, which is the 2nd half of the FY18 allocation for the transit system.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana in legal session convened, that James E. Mayo is hereby authorized to accept the FY 2018 Small Urban Federal Transit Administration Section Funds and sign all documents necessary to effectuate same.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of June, 2018.

CITY CLERK

CHAIRMAN



Public Transportation Section 81
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-3060 | fx: 225-379-3071

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

May 31, 2018

Mr. Robert Patrick
Regional Administrator
Federal Transit Administration, Region VI
819 Taylor Street - Rm 8A36
Fort Worth, Texas 76102

Dear Mr. Patrick:

Attached is a list showing the Fiscal Year 2018 full funding allocations for the individual Section 5307 transit operators in Louisiana from the Governor's Apportionment. The Louisiana Department of Transportation and Development (LADOTD) used the apportionment published in the May 8, 2018 Federal Register.

As identified in this Split Letter, the LADOTD authorizes the assignment/allocation of Section 5307 to the Direct Recipients named below. The undersigned agree to the Split Letter and the amounts allocated/assigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive Section 5307 funds and assumes the responsibilities associated with any award for these funds.

Urbanized Area	FY 2018 Full Allocation for FTA 5307 Urbanized Area Program for Small Urbans through May 8, 2018
Alexandria, LA	\$1,107,051
Hammond, LA	\$805,342
Houma, LA	\$2,044,011
Lake Charles, LA	\$1,814,497
Mandeville-Covington, LA	\$1,132,942
Monroe, LA	\$1,627,327
Slidell, LA	\$1,269,269
Total	\$9,800,439

If you have any questions, please contact me or Mr. Casey Lewis at (225) 379-3060.

Sincerely,

Michelle Horne, Director
LADOTD Public Transportation Section

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MONROE REGIONAL AIRPORT TO ADVERTISE FOR BIDS FOR THE CONSTRUCTION OF RUNWAY 14-32 PHASE 1 EXTENSION AT THE MONROE REGIONAL AIRPORT, 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, that the Monroe Regional Airport, be and it is hereby authorized to advertise for bids for the construction of Runway 14-32 Phase 1 Extension at Monroe Regional Airport

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 _____, 2018.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT WITH JAMES M. STANDARD & ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ELECTRICAL ENGINEERING & RELATED SERVICES TO EVALUATE, MAKE RECOMMENDATIONS, DESIGN, AND IMPLEMENT IMPROVEMENTS AT VARIOUS PUMP STATIONS & LIFT STATIONS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to enter into and execute a contract with JAMES M. STANDARD & ASSOCIATES, INC. to provide professional engineering & related services to evaluate, make recommendations, design, and implement improvements at various pump stations and lift stations.

BE IT FURTHER RESOLVED that said proposal is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

OWNER – ENGINEER AGREEMENT

THIS AGREEMENT, made the 12th day of June, in the year Two Thousand and Eighteen, by and between the CITY OF MONROE, Parish of Ouachita, State of Louisiana, hereinafter designated the Owner, and JAMES M. STANDARD & ASSOCIATES, INC. of the City of Monroe, Parish of Ouachita, State of Louisiana, hereinafter designated the Engineer, for the project: **BUDGET CONSTRUCTION PRICING FOR 18 STORM WATER PUMP STATIONS - MONROE, LOUISIANA.**

The Owner and Engineer agree to the terms and conditions as set forth below:

The ENGINEER shall provide his professional services for the Project.

The OWNER shall compensate the Engineer, in accordance with the Terms and Conditions of this Agreement, for Services, as described in Article 1. Compensation shall be paid per the following **Hourly Rate Schedule**:

Principal	\$110.00 per hour
Engineer.....	\$ 90.00 per hour
Electrical Designer.....	\$ 75.00 per hour
CAD Operator.....	\$ 60.00 per hour
Clerical.....	\$ 45.00 per hour

ARTICLE 1: ENGINEER'S SERVICES

The Engineer shall provide Budget Construction Pricing for installing new generators, accessories, and labor at certain City of Monroe storm water pump stations. New generators would be used to operate pump motors and accessories when normal utility power is in outage mode. The Engineer's services are as follows:

1. Co-ordination with the City's Engineering Department.
2. Retrieving shop drawing information as necessary.
3. Visiting the jobsites to gather all necessary field information.
4. Review existing electrical power installation for code compliance.
5. Verify existence of any reusable gear and components.
6. Size new required generators.
7. Size automatic transfer switches.
8. Size new VFD motor controllers when and where possible.
9. Verifying existing SCADA requirements and any new installations.
10. Prepare rough sketch layout of each pump station with new equipment shown in-place.
11. Prepare One-Line Diagram rough sketch for conduit, wire sizing, and grounding.
12. Deliver rough design documentation to Electrical Contractor for Budget Construction Pricing.
13. Analyzing and tabulating Budget Pricing results for Owner's use.

The Engineer shall endeavor to guard the Owner from errors in Contractor's estimating; however, this does not mean that the Engineer guarantees the Contractor's pricing work. The Engineer shall not be responsible for differences between Budget Pricing Cost and actual Bidding Construction Cost.

ARTICLE 2: OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the Project setting forth his objectives in order that the Engineer may prepare a Program to be used for determining Budget Construction Pricing.

ARTICLE 3: BUDGET CONSTRUCTION PRICING

The Budget Construction Pricing shall be estimated by a local Electrical Contractor as a free service to the City and the Engineer. The Electrical Contractor's estimated Budget Construction Pricing shall include cost of all labor, materials, tools, etc. included in a normal Project.

ARTICLE 4: PAYMENT TO THE ENGINEER

The Engineer's Fee is to be paid by Owner as follows:

1. Monthly per the Engineer's approved Hourly Rate Schedule times Engineer's approved expended hours.

Should the Project be abandoned, the Engineer shall be paid per Engineer's hourly rate schedule for all work performed prior to project abandonment.

ARTICLE 5: ADDITIONAL SERVICES

When provided and authorized in advance by Owner, the Owner shall pay for additional services on an hourly basis as follows:

1. Service made necessary by default of the Estimating Electrical Contractor.
2. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding involving the Project.
3. Any other service not herein mentioned which is not customarily furnished according to generally accepted Engineering practice.
4. Hourly rates shall be \$110.00 for Principal; \$90.00 for Engineers; \$75.00 for Electrical Designers; \$60.00 for CAD Operators; and \$45.00 for Clerical.

ARTICLE 6: REIMBURSABLE EXPENSE

Such expense is in addition to those mentioned herein above and shall include the following:

1. Expense of fees required for securing approval from regulatory authorities such as Fire Marshal, Building Official, including Plan Review & Inspections by a 3rd Party as now required to comply with the new building codes.
2. Expense of printing Plans and Specifications & Postage to Fire Marshal & Regulatory Agencies.

ARTICLE 7: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements.

This Agreement executed the day and year first written above.


Owner

CITY OF MONROE, LOUISIANA

(Signature)

Engineer

JAMES M. STANDARD, III


(Signature)

(Name, Title)

James M. Standard, III, President

(Name, Title)

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT WITH THE OUACHITA PARISH POLICE JURY RELATING TO DISASTER FUNDING FROM FEMA AND THE OFFICE OF COMMUNITY DEVELOPMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS: Article § VII, 14(C) of the constitution of the State of Louisiana provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private associations, corporation, or individual”; and

WHEREAS, the PARISH has applied for and received disaster funding from Federal Emergency Management Agency (FEMA) in the form of grants under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq. 31 U.S.C § 1352, Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206 OMB Circular A-102, OMB Circular 110 as it applies to MH and PA projects and Office of Community Development (OCD) Title I and/or 2 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and under Public Law 109-148, as a “Match” or source of Non-Federal funding to the existing allocations

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe, through Mayor James E. Mayo is hereby authorized to enter into the attached Cooperative Endeavor Agreement between Ouachita Parish Police Jury and the City of Monroe and James E. Mayo, Mayor is hereby authorized to sign all necessary documents to carry out the intent of this agreement.

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

STATE OF LOUISIANA
PARISH OF OUACHITA

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

THIS AGREEMENT is hereby made and entered into this _____ day of _____ 2018, by and between the OUACHITA PARISH POLICE JURY, hereinafter referred to as "PARISH", a political subdivision of the State of Louisiana, represented herein by its duly authorized Police Jury President, Scotty Robinson, and the CITY OF MONROE, hereinafter referred to as "CITY", a political subdivision of the State of Louisiana, and represented herein by its duly authorized Mayor, Jamie Mayo, who do declare and agree as follows:

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual", and

WHEREAS, both parties agree that this action by the PARISH and CITY will result in a public benefit which is not disproportionate to the consideration of this agreement and will fill a valid public purpose benefiting the general welfare of the citizens of both the PARISH and CITY, and

WHEREAS, the PARISH has applied for and received disaster funding from Federal Emergency Management Agency (FEMA) in the form of grants under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, 42 U.S.C. §5121 et seq. 31 U.S.C § 1352, Title 44 Code of Federal Regulations §13 (specifically part 13.36), §14 and §206 OMB Circular A-102, OMB Circular 110 as it applies to MH and PA projects and Office of Community Development (OCD) Title I and/or 2 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and under Public Law 109-148, as a "Match" or source of Non-Federal funding to the existing allocations.

Agreement Concept

In an effort to mitigate problem areas in Ouachita Parish and add protection levels Parishwide for residents, the PARISH wishes to engage the CITY to assist the PARISH in utilizing such funds awarded by FEMA and/or OCD, in an amount designated by the PARISH and agreed upon by the CITY for identified project.

NOW, THEREFORE, it is agreed between the parties hereto that;

The CITY shall perform the necessary tasks in accordance to all applicable Federal, State and Local laws, regulations and guidance, meet the required milestones, performance dates and stay within the approved scope of work and budgetary parameters as outlined in the application and/or approved amendments for the following projects:

HMGF 4263-073-0035, FEMA 4263-DR-LA # 013; Georgia Street Pump Station
HMGF 4263-073-0036, FEMA 4263-DR-LA # 017; Oregon Trail Floodwall/Levee & Gates

Responsibilities associated with the designated allocation and as outlined in the Sub-grantee Agreement for each project, remain the responsibility of the PARISH. Additionally, the PARISH has outlined the responsibilities of the CITY as follows:

CITY Responsibilities

- The CITY shall include the PARISH Treasurer, in all communications with any agency and/or procured Project Management Company.
- The CITY agrees to participate in the procurement process for a Project Management Company to

assist in the implementation of FEMA HM, FEMA PA and CDBG projects as procured by the PARISH. The CITY shall cooperate at all times with the PARISH, State and/or FEMA, and accept accountable for all funds expended on approved projects and pertinent records required by 24 CFR 570.506 and associated with each project.

- The CITY agrees to meet all program and administrative requirements as dictated by local, state and federal laws, regulations, policies and guidelines, as they relate to the application, acceptance and use of state and federal funds, even if not specifically stated.
- The CITY will be responsible for payments and reimbursement associated with their projects and will provided documentation of the same to the PARISH Treasurer.
- The CITY, as well as the PARISH, will maintain a complete set of records, including but not limited to, all financial transactions, grant documents, procurement documents, construction documents and any related document not referenced.
- Any changes to the approved scope of work and/or budget shall comply with 44 C.F.R. §13 and where/if applicable, Title I regulations. All changes must be submitted to the appropriate State and/or Federal agencies, the PARISH Treasurer and be approved prior to execution.
- All Non-Federal cost shares shall be the responsibility of the CITY.
- The CITY shall comply with the limitations on the use of appropriated funds to influence certain Federal contracting or financial transactions as stated in 31 U.S.C. §1352.
- The CITY shall comply with all Assurances for Non-Construction Programs as outlined in Standard Form 424B, and prescribed by OMB Circular A-102.
- This agreement is intended for the benefit of the PARISH and the CITY, and does not confer any rights upon third parties.
- All rights are by and between the PARISH and the CITY and are limited to the actions outlined in the applicable state and federal laws, regulations, and policies.
- The CITY hereby agrees to hold the PARISH harmless from any actions or claims brought on behalf of any third parties who perform work and/or provide services on this project on behalf of the CITY.

On behalf of their respective agencies, the PARISH and the CITY have executed this agreement.

Scotty Robinson, President
Ouachita Parish Police Jury

Jamie Mayo, Mayor
City of Monroe

Date

Date

Witness/Signature

Witness/Signature

Print Name:

Print Name:

Witness/Signature

Witness/Signature

Print Name:

Print name:

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 JAMES E. MAYO, MAYOR TO EXECUTE EXTRA WORK LETTER NO. 4 TO CONTRACT NUMBER 4400005459 EWL #4 STATE PROJECT NO. H.004780.5 (KANSAS LANE CONNECTOR US 80 TO US 165) BETWEEN THE CITY OF MONROE AND DENMON ENGINEERING CO., INC., FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$33,243.00 AND AN ADDITIONAL 31 DAYS TO CONTRACT TIME OF SAID PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered to accept and execute any and all documentation in connection with Extra Work Letter No. 4 to Contract Number 4400005459 EWL #4, State Project No. H.004780.5 (Kansas Lane Connector US 80 to US 165) between the City of Monroe and Denmon Engineering Co., Inc., for an increase in the contract amount of \$33,243.00 and an additional 31 days to contract time of said Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, James E. Mayo, Mayor, is hereby authorized to execute an Agreement between the City of Monroe and Denmon Engineering Co., Inc.

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 June, 2018.

City Clerk

Chairman



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
Ph: 225-379-1232 | Fx: 225-379-1863

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

May 29, 2018

Mr. Randy Denmon, President
Denmon Engineering Company, Inc.
114 Venable Lane
Monroe, LA 71203

EXTRA WORK LETTER NO. 4
NOTICE TO PROCEED DATE: JUNE 11, 2018

RE: Extra Work Letter No. 4
Contract No. 440005459
State Project No. H.004780.5
F.A.P. No. H004780
Kansas Lane Connector
US 80 to US 165
Ouachita Parish

SUBJECT: EXTRA WORK LETTER AUTHORIZATION

Dear Mr. Denmon:

Your firm shall provide all engineering and related services necessary to furnish:

- Final construction plans updated to 2016 specifications including but not limited to:
 - **Bridge Sheets:** The current approach slab plan shall be modified as follows:
 - Delete Special Details
 - ASD-SS
 - ASD-SA
 - Insert Special Details (See Attachment C):
 - BD.2.10.1.0.06 Sheet 6 of 6
 - BD.2.10.1.0.07
 - BD.2.10.1.0.08
 - **Traffic Sheets:**
 - Traffic sheets and any other affected sheets shall be modified to include the conversion to flashing yellow arrows.
 - Completed design report form
 - Completed design exception and waiver request form
 - Engineers Construction Cost estimate
 - Technical Specifications update including but not limited to:
 - Revise item numbers in accordance with Attachment D on Technical Specifications package, cost estimate and all affected plan sheets.
 - Verify that the work and materials included in the measurement for each pay item is clearly defined.
 - Specify DOTD materials where appropriate.

All matters pertaining to this contract should be processed through the Project Manager, Ms. Catherine Mastin, who can be contacted at (225) 379-1652. The services specified herein shall be completed no later than July 11, 2018. The due dates for all project deliverables shall be established by the PM and may be modified by the PM through a subsequently approved project schedule.

Louisiana Department of Transportation & Development | 1201 Capitol Access Road | Baton Rouge, LA 70802 | 225-379-1232
An Equal Opportunity Employer | A Drug-Free Workplace | Agency of Louisiana.gov | dotd.la.gov

Compensation to Consultant for services rendered for this Extra Work Letter shall consist of a lump sum compensation of \$33,243.

Pursuant to the Audit Article of the Contract, the compensation for this Extra Work Letter may be provisional pending approval of audited indirect cost rates.

The total amount payable under the "Extra Work Letter" Article of the Contract for Extra Work Letters is hereby increased from \$29,176 to \$62,419.

The maximum compensation payable under this Contract is increased from \$1,720,778 to \$1,754,021.

No compensable costs may be incurred or work performed prior to receipt of this Extra Work Letter from DOTD. Any costs incurred or work performed prior to such authorization will not be compensable.

If you have any questions or comments, please contact Deborah R Belin at (225) 379-1449.

Sincerely,



Ms. Catherine Mastin
Senior Project Manager

City of Monroe, Mayor

CM: drb

pc: Mr. Marshall Hill (Dist. 05)
FHWA

Financial Services Section (mail copy ONLY)

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

An amendment to the Zoning Map to rezone three (3) separate tracts of land for a total of ±2.54-acres from B-1, Neighborhood Mixed Use District, R-4, High Density Residential District and B-3, General Business/Commercial District to I-1, Commercial/Industrial Business Park District, located in Ouachita Parish and more particularly described as follows:

Tract 1:

Lots 56, 58, 60, 67, 69 and 71, less twenty-five (25') feet off the east side of Lots 60 and 71, Filhiols Guinea Addition and a Lot in Lots 62 and 64, Filhiol Second Addition fronting forty-five (45') feet on the east side of 14th Street, depth 111' feet on south line DeSiard Street for total of ±.90 acres from B-1, Neighborhood Mixed Use District to I-1, Commercial/Industrial Business Park District.

Tract 2:

Lot in front of Lot 13 Scarborough's Addition being part of Lots 1, 1 ½, and 2, Square A, Filhiols Extension also a Lot facing Wallace Street, Filhiols 4th Addition, 10'x 56.4', bounded north by Lot 14, Scarborough's Addition, south by Wallace Street and west by Young's Bayou; Lots 11, 13 and 14, Scarborough's Addition; and a strip of land, 10' x 100.87', of Lot 11, Scarborough Addition for a total of ±1.48 acres from R-4, High Density Residential District to I-1, Commercial/Industrial Business Park District.

Tract 3:

Lot 1 and the west 110' of Lot 1 ½, Square A, Filhiols 3rd Addition from B-3, General Business/Commercial for a total of ±.159 acres to I-1, Commercial/Industrial Business Park District.

APPLICANT: James Machine Works, LLC (MA 105-18)

WHEREAS, the City Council has further considered the report of the Monroe

Planning Commission recommending approval, on a 4-0-1 vote. The properties in

question are presently zoned B-1, Neighborhood Mixed-Use District, R-4, High Density

Residential, and B-3, General Business/Commercial. James Machine Works is a

manufacturing/industrial business and use. The additional properties that are owned by

James Machine Works need to be zoned industrial as well so the land can be used for this

business and be conforming. The zoning classifications of these properties does not allow for industrial development; therefore, the applicant is requesting that all three tracts be rezoned to I-1, Commercial/Industrial Business Park District in order to develop the property as an industrial facility.

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 be amended to zone a ±2.54 acres comprised of three (3) tracts of land, previously described and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map show the Zoning Districts and Boundaries thereof, be and the same are hereby amended to I-1, Commercial/Industrial Business Park 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 12th day of June 2018.
NOTICE PUBLISHED on the _____ day of _____ 2018.

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 _____, 2018.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Jimmie Bryant, Interim PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

June 4, 2018

City Hall

Monroe, Louisiana

RE: MA 105-18

APPLICANT: James Machine Works

MOTIONED BY: Mr. Jott Delcambre

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area **are** sufficient to justify the above request to rezone ±2.54 acres (total) from B-1 (Neighborhood Mixed Use) District, B-3 (General Business/ Commercial) District and R-4 (High Density Residential) District to I-1 (Commercial/ Industrial Business Park) District for the properties located at the 200 block of N 14th Street and the 1700 block of Wallace Street . The commission recommends this application be approved.

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

Post Office Box 123 ▪ Monroe, Louisiana 71210 ▪ 318.329.2335
Visit us at www.monroe.la.us

**City of Monroe
Planning Commission**

Name of Applicant: James Machine Works
Address of Property: 200 block of N 14th Street and the 1700 block of Wallace Street
Size of Property: ±2.54 acres (total)
Present Zoning: B-2, Neighborhood Business District
R-4, High Density Residential District
Proposed Zoning: I-1, Commercial/Industrial Business Park District
Council District: 3
Future Land Use: Medium Intensity Mixed-Use/Medium Density Residential
Consistent to the
Comprehensive Plan: No

REQUEST:

A request to rezone ±.90 acres. Lots 56, 58, 60, 67, 69 and 71, less twenty-five (25') feet off the east side of Lots 60 and 71, Filhiols Guinea Addition and a Lot in Lots 62 and 64, Filhiol Second Addition fronting forty-five (45') feet on the east side of 14th Street, depth 111' feet on south line DeSiard Street from B-1, Neighborhood Mixed Use District to I-1, Commercial/Industrial Business Park District

A request to rezone ±1.48 acres. Lot in front of Lot 13 Scarborough's Addition being part of Lots 1, 1 ½, and 2, Square A, Filhiols Extension also a Lot facing Wallace Street, Filhiols 4th Addition, 10'x 56.4', bounded north by Lot 14, Scarborough's Addition, south by Wallace Street and west by Young's Bayou; Lots 11, 13 and 14, Scarborough's Addition; and a strip of land, 10' x 100.87', of Lot 11, Scarborough Addition from R-4, High Density Residential District to I-1, Commercial/Industrial Business Park District.

A request to rezone ±.159 acres. Lot 1 and the west 110' of Lot 1 ½, Square A, Filhiols 3rd Addition from B-3, General Business/Commercial to I-1, Commercial/Industrial Business Park District.

Total of ±2.54 acres.

PRESENT USE:

Vacant land.

**MOST NEARLY BOUNDED
BY (STREETS):**

North of Adams Street; south of Washington Street; west of N 18th Street; and to the east of Pendleton Street.

SURROUNDING LAND USES: Surrounding land use consists of commercial in all directions.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES: Zoning all the property owned by James Machine Works to light industrial. The business is industrial and all the property owned by this company needs to conform to the proper zoning district.

**COMMENTS/
RECOMMENDATIONS:**

James Machine Works owns all the lots proposed for rezoning. The existing buildings are on property zoned I-1, Commercial/Industrial Business Park District. James Machine Works would like all the property they own be zoned the same (industrial). If the applicant should need to expand the industrial manufacturing to any of these lots it would therefore be appropriately zoned.

The Future Land Use Classification for this area is **Medium Intensity Mixed-Use** and **Medium Density Residential**. Medium Intensity Mixed-Use are areas with a mix of residential and commercial uses including live-work spaces and mixed-use developments. This is a generalized future land use category that encourages a mix of residential and commercial development that emphasizes live-work spaces and more dense development. Residential and commercial uses should be encouraged in this land use category. This area is instead developing as an industrial/manufacturing area.

Medium Density Residential are areas where predominate land development will consist of a mix of housing types including two-family houses, doubles, townhouses, and apartment complexes. This is a generalized future land use category that describes predominately residential areas that encourage more density and more varied types of residential development than the low-density residential category. Infill development and redevelopment including appropriate commercial uses should be encouraged in this land use, however, it is important that residential is the primary use in these areas. This area is also developing as an industrial/manufacturing area.

The proposed use is not compatible with either Future Land Use Classification.

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.

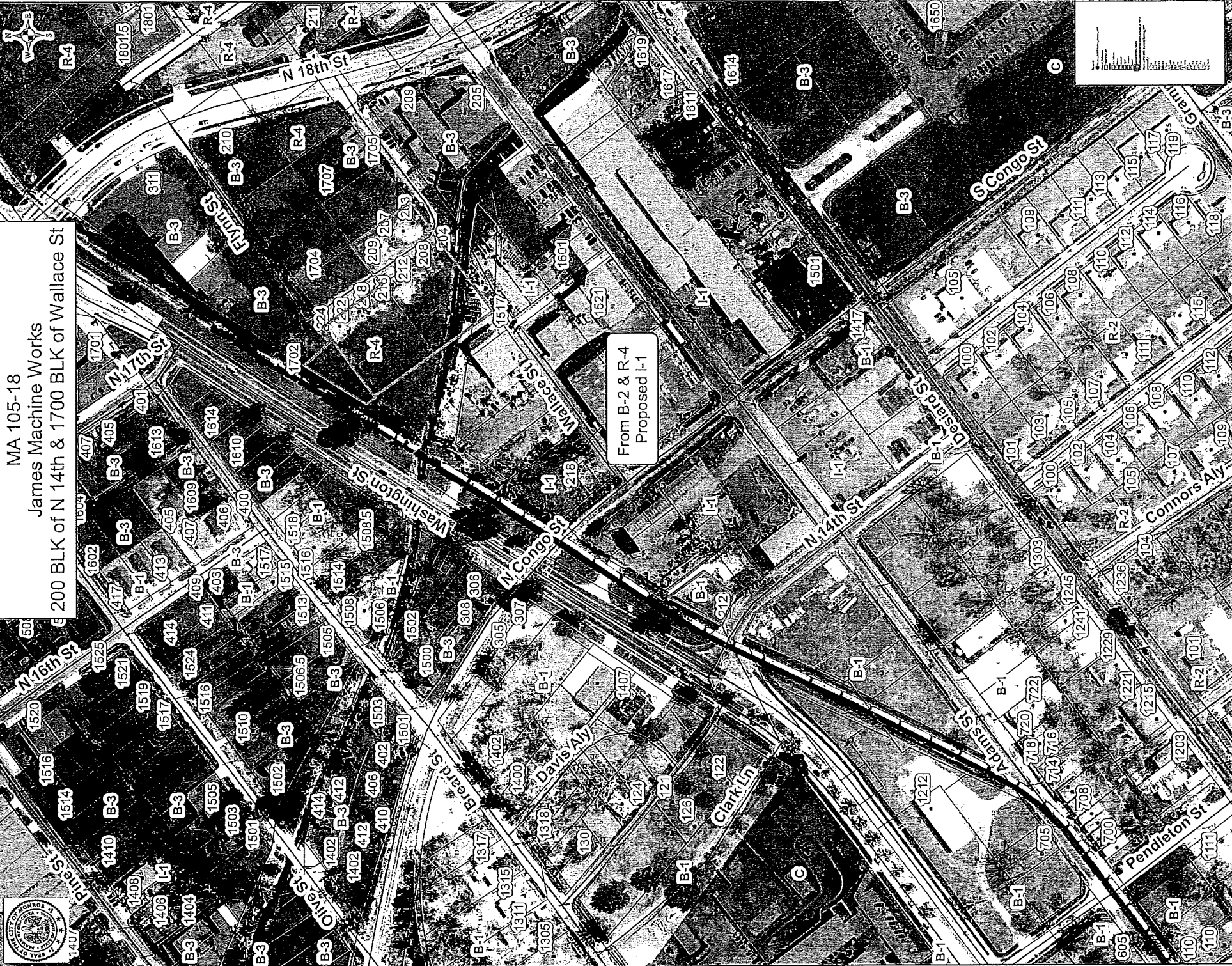
OPTIONS:

Approve the applicant's request as presented.

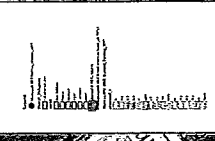
Deny the applicant's request as presented.



MA 105-18
James Machine Works
200 BLK of N 14th & 1700 BLK of Wallace St



From B-2 & R-4
Proposed I-1



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 REVOKING A 51.15' BY 190.22' OR .225 ACRE (MORE OR LESS) TRACT OF LAND BEING A PORTION OF THE DEDICATED GRAMMONT STREET OF DELERY'S 1ST ADDITION WEST OF SOUTH 11TH STREET LOCATED IN SECTION 54, TOWNSHIP NORTH, RANGE 3 EAST, OUACHITA PARISH, LOUISIANA, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Kansas City Southern Railroad has requested the revocation of 51.15' x 190.22' or .225 acre (more or less) tract of land being a portion of the dedicated Grammont Street of Delery's 1st Addition west of 11th Street located in Section 54, Township North, Range 3 East, Ouachita Parish, Louisiana, being more particularly described as follows:

Begin at a set ½ inch iron rod marking the Northwesterly corner of Lot 4, Square 1, Delery's 1st Addition, records of Ouachita Parish, Louisiana, also located on the Easterly Boundary line of the Kansas City Southern Railway Company Monroe Yard for the Point of Beginning;

From the Point of Beginning measure South 52 degrees 46 minutes 43 seconds West, along the Southerly right-of-way line of Grammont Street as still dedicated, for a distance of 201.00 feet to a point at the Westerly end of the said Grammont Street; thence leave the said Southerly right-of-way line and measure North 37 degrees 13 minutes 17 seconds, West along the said Westerly end of Grammont Street, for a distance of 50.00 feet to a point located at the Westerly end of the Northerly right-of-way of said Grammont Street; thence measure North 52 degrees 46 minutes 43 seconds East, along the said Northerly right-of-way line, for a distance of 190.22 feet to a set ½ inch iron rod located on the Easterly Boundary line of the said Kansas City Southern Railway Company Monroe Yard; thence leave said line and measure South 49 degrees 23 minutes 17 seconds East for a distance of 51.15 feet to the Point of Beginning. Said tract contains 9,780 square feet or **0.225 acres** and all is in accordance with a Property Boundary Survey dated October 12, 2016 prepared by Don R. Wood, II and Polaris Services, L.L.C. Bearings are grid based on the Louisiana State Plane Coordinate System, North Zone, NAD 1983 as determined by GPS Observation.

WHEREAS, the City of Monroe Planning Commission has recommended that this request be approved, as presented, with a 4-0-1 vote, at their June 4, 2018 meeting;

WHEREAS, because this section of Grammont Street is not being used as a public right-of-way and in fact dead ends at the Kansas City Southern Railroad right-of-way line and once revoked becomes the property of Kansas City Southern Railroad as the own both sides of the property adjacent to the right-of-way;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that a 51.15' x 190.22' or .225 acre (more or less) tract of land being a portion of the dedicated Grammont Street of Delery's 1st Addition west of 11th Street located in

Section 54, Township North, Range 3 East, Ouachita Parish, Louisiana by hereby revoked,

This ordinance was INTRODUCED on the 12th day of June, 2018.

NOTICE PUBLISHED on the _____ day of _____, 2018.

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 _____, 2018.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Jimmie Bryant, Interim PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

June 4, 2018

City Hall

Monroe, Louisiana

RE: REV 101-18

APPLICANT: Kansas City Southern Railroad

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Ernest Muhammad

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area is sufficient to justify the above request for the Revocation of a 51.15' x 190.22' "portion" of Grammont Street west of S. 11th Street to the easterly right-of-way line of the Kansas City Southern Railroad; and further providing with respect thereto. The commission recommends this application be approved.

The Monroe Planning Commission had a majority vote for approval of the application.

Post Office Box 123 ▪ Monroe, Louisiana 71210 ▪ 318.329.2335
Visit us at www.monroe.la.us

**City of Monroe
Planning Commission**

Case No.: REV 101-16
Name of Applicant: Kansas City Southern Railroad

Location of Property: From the west property line of Lot 4, Block 1 of Delery's First Addition to the east right-of-way line of the Kansas City Southern Railroad. (See Legal Attached.)

Size of Property: ±.23 acres
Present Zoning: B-3, General Business/Commercial
Council District: 4
Future Land Use: Commercial Urban
Consistent to the Comprehensive Plan: Yes

REQUEST: This is a request to revoke an approximate 51.15' x 190.22' "portion" of Grammont Street west of S. 11th Street to the easterly right-of-way line of the Kansas City Southern Railroad.

PRESENT USE: Vacant; access to rail yard.

MOST NEARLY BOUNDED BY (STREETS): North and east of the Kansas City Southern Railroad and yard; south of Elysian Fields Road; and west of S. 11th Street.

SURROUNDING LAND USES: Surrounding land use consists of the Kansas City Southern Railroad and yard to the north and east; Zion Traveler Church to the west and commercial to the south.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES: Access to the Kansas City Southern Railroad and yard.

UTILITY REPORT:

It is unknown at this time if there are any utilities within this portion of the Grammont Street right-of-way.

**COMMENTS/
RECOMMENDATIONS:**

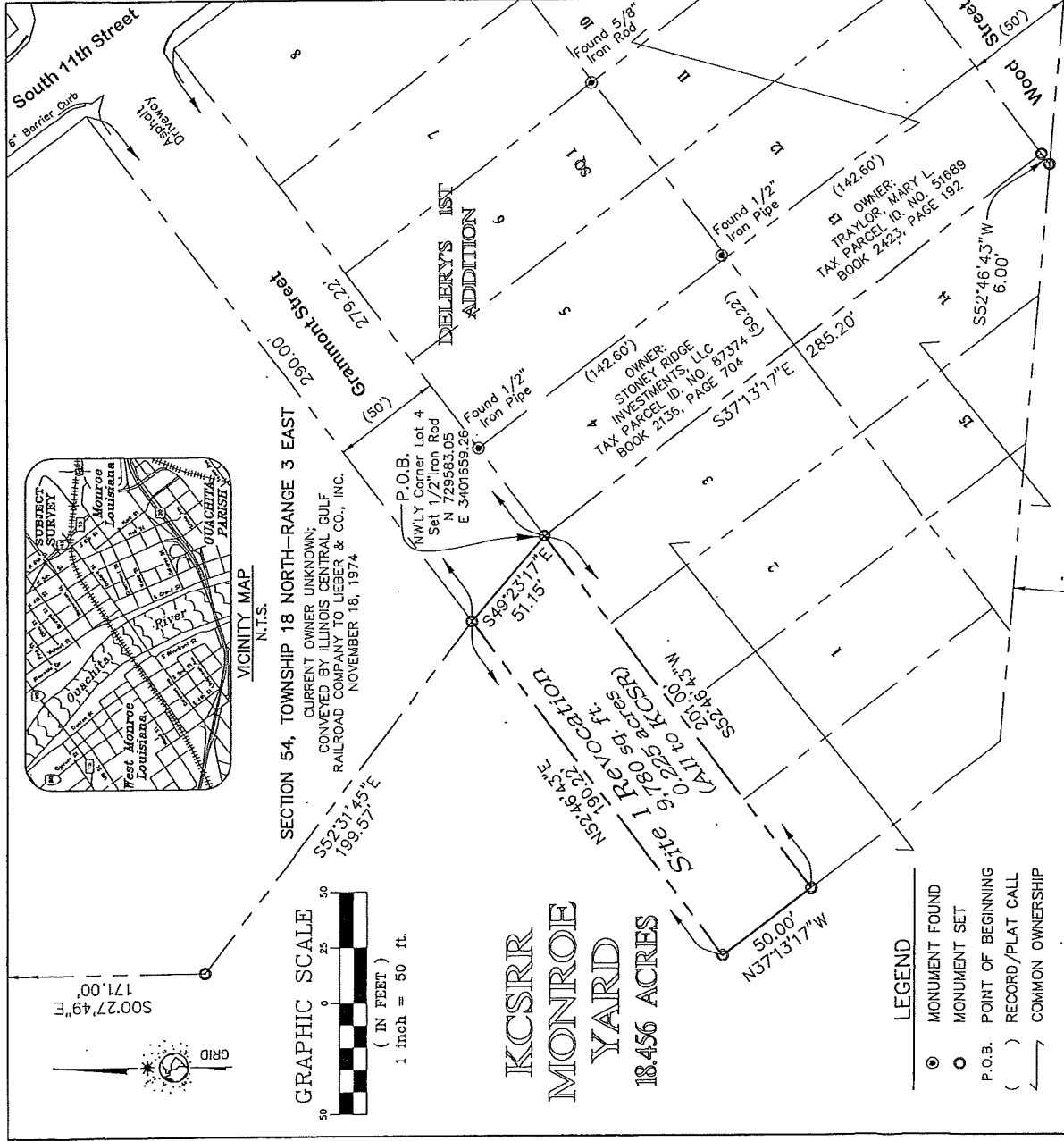
The property proposed be revoked has not been determined if it was ever a dedicated public right-of-way. According to maps in the Planning and Zoning office, this "section" of the Grammont Street right-of-way appears to be the northern part of Lots 1-4 of Delery's First Addition. These lots are presently owned by the Kansas City Southern Railroad (KCS). Planning and Zoning could not find any proof that this property was dedicated or revoked.

In order to clear up any confusion as to whether or not this is a dedicated right-of-way (Grammont Street) and to the near proximity of this property to active railroad tracks, it is recommended that this property be formally revoked.

OPTIONS:

Approve the revocation of an approximate 51' x 190' "portion" of Grammont Street from the west right-of-way line of S. 11th Street to the east right-of-way line of the KCS Railroad and yard.

Deny the revocation of an approximate 51' x 190' "portion" of Grammont Street from the west right-of-way line of S. 11th Street to the east right-of-way line of the KCS Railroad and yard.



RESEARCH NOTE:
 THE SURVEYOR AND POLARIS SERVICES, L.L.C. DO NOT GUARANTEE TITLE, OWNERSHIP OR THAT ALL SERVITUDES OF RECORD OR USE AFFECTING THIS PROPERTY ARE SHOWN HEREON. THE TITLE, OWNERSHIP, SERVITUDES AND RESTRICTIONS SHOWN ARE LIMITED TO THOSE SET FORTH IN THE INFORMATION PROVIDED TO THIS FIRM. THE SURVEYOR AND POLARIS SERVICES, L.L.C. HAVE NOT MADE A COMPREHENSIVE TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS MAP.

CERTIFICATION:
 THIS MAP IS CERTIFIED TO BE CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED, AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS "X" SURVEY. THIS CERTIFICATION VALID ONLY IF SURVEYOR'S SEAL IS IN RED INK (THE WORD "CERTIFIED" OR "CERTIFICATION" AS SHOWN AND USED HEREIN MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.)
 DON R. WOOD, II, P.L.S.
 L.A. REG. NO. 4716
 11/04/2016
 DATE

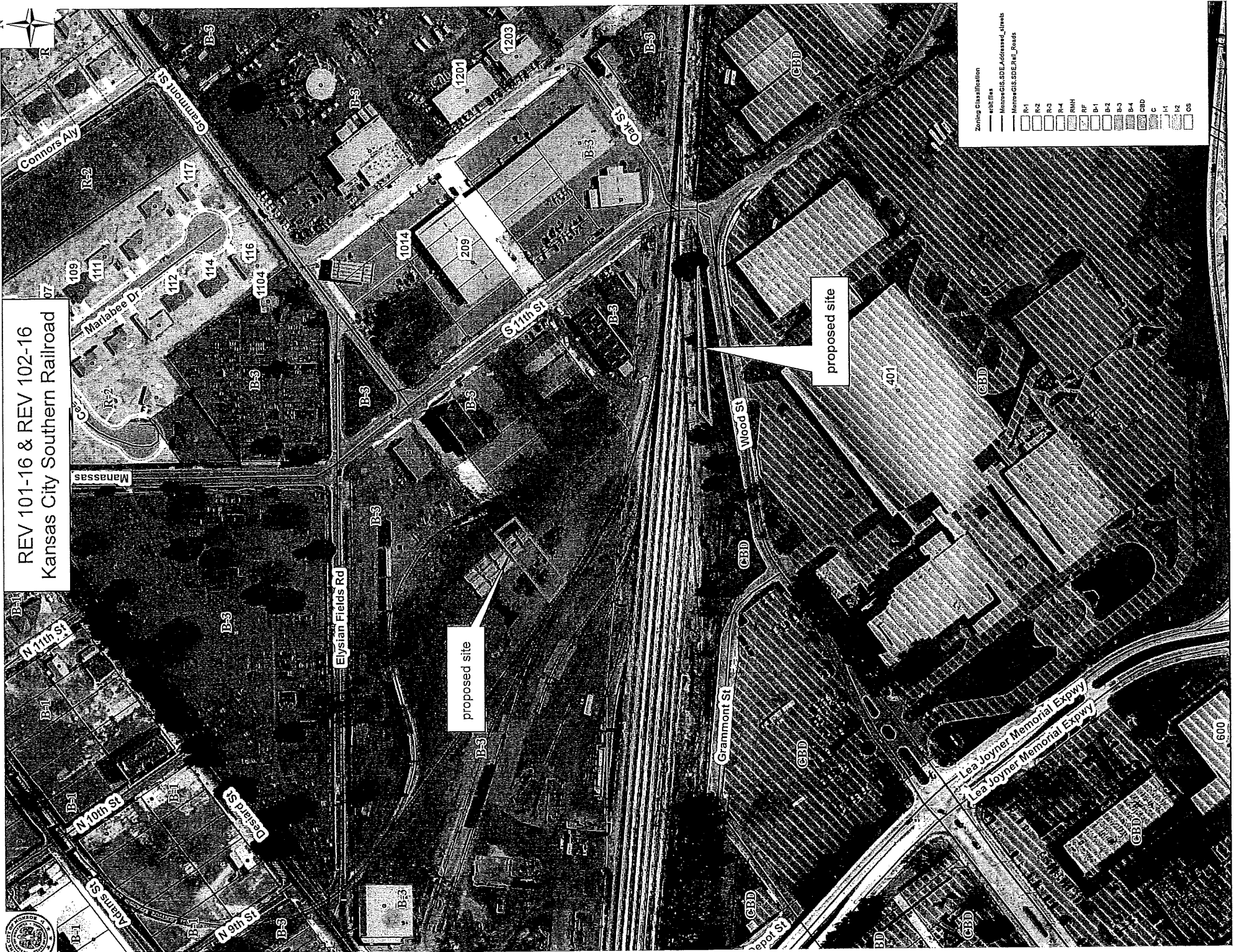
DESCRIPTION—SITE 1 REVOCATION:
 A TRACT OF LAND BEING A PORTION THE DEDICATED GRAMMONT STREET OF DELERY'S 1ST ADDITION WEST OF 11TH STREET LOCATED IN SECTION 54, TOWNSHIP 18 NORTH, RANGE 3 EAST, OUACHITA PARISH, LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 Begin at a set 1/2 inch iron rod marking the Northwesterly corner of Lot 4, Square 1, Delery's 1st Addition, records of Ouachita Parish, Louisiana, also located on the Easterly Boundary line of The Kansas City Southern Railway Company Monroe Yard for the Point of Beginning;
 From the Point of Beginning measure South 52 degrees 46 minutes 43 seconds West, along the Southerly right of way line of Grammont Street as still dedicated, for a distance of 201.00 feet to a point at the Westerly end of the said Grammont Street; thence leave the said Southerly right of way line and measure North 37 degrees 13 minutes 17 seconds West, along the said Westerly end of Grammont Street, for a distance of 50.00 feet to a point located at the Westerly end of the Northerly right way line of said Grammont Street; thence measure North 52 degrees 46 minutes 43 seconds East, along the said Northerly right of way line, for a distance of 190.22 feet to a set 1/2 inch iron rod located on the Easterly Boundary line of the said Kansas City Southern Railway Company Monroe Yard; thence leave said line and measure South 49 degrees 23 minutes 17 seconds East for a distance of 51.15 feet to the Point of Beginning. Said tract contains 9780 square feet or 0.225 acres.

POLARIS SERVICES LLC
 CONSULTING ENGINEERS - LAND SURVEYORS
 3602 NORTH MARKET STREET, SHREVEPORT, LA. 71107
 TELEPHONE 318-673-9985 FAX 318-673-9986

SCALE : 1" = 50'
 JOB # 2686 SITE 1
 DATE: NOVEMBER 04, 2016
 DRAWING NAME : 2686YARD



REV 101-16 & REV 102-16
Kansas City Southern Railroad



Zoning Classification

- ebt files
- MemoGIS.SDE.Addressed_Lines
- MemoGIS.SDE.Roads
- B-1
- R-2
- R-3
- R-4
- RMH
- RF
- B-1
- B-2
- B-3
- B-4
- C
- CBD
- I-1
- I-2
- CS

STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO JUDY J. ADAMS, FOR TWO THOUSAND FOUR HUNDRED FORTY-SEVEN AND 14/100 DOLLARS, ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED IN AND TO LOT 25, SQUARE 88, UNIT 15, BOOKER T. WASHINGTON ADDITION, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED AUGUST 9, 2005, AND FURTHER WITH RESPECT THERETO

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

**LOT 25, SQUARE 88, UNIT 15, BOOKER T. WASHINGTON ADDITION, MONROE, LA,
4307 PIPPIN ST., MONROE, LA. – R#84387**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2004 Ad Valorem Taxes by Adjudication Deed dated and filed August 9, 2005 in Conveyance Book 2000 at page 428 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2004 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Lawyer Patrick and Verna P. Walker, and

WHEREAS, the City of Monroe has made efforts to contact Lawyer Patrick and Verna P. Walker. by registered mail and notification published in the The News-Star, and

WHEREAS, Judy J. Adams wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individuals. Judy J. Adams has paid Two Thousand Four Hundred Forty-seven Dollars and 14/100 (\$2,447.14) which includes One Thousand Thirty-seven and 58/100 (\$1,037.58) in City taxes, Seven Hundred Ninety-eight and 56/100 (\$798.56) in Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact, Lawyer Patrick and Verna P. Walker, with no response; the City of Monroe desires to sell to Judy J. Adams, the property described as follows:

**LOT 25, SQUARE 88, UNIT 15, BOOKER T. WASHINGTON ADDITION, MONROE, LA,
4307 PIPPIN ST., MONROE, LA. – R#84387**

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

ORDINANCE INTRODUCED on the ____ day of May 2018.

NOTICE PUBLISHED on the ____ day of _____, 2018.

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 June, 2018.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ACQUIRE ACERTAIN PARCEL OF REAL PROPERTY KNOWN AS 385 BETIN AVENUE, FROM MAX DANIEL HUTTO AND JOAN HUTTO McPHERSON, SITUATED IN OUACHITA PARISH FOR THE PURPOSE OF THE CONSTRUCTION OF A FIRE STATION, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe intends to construct a Fire Station at the property located at 385 Betin Avenue, Monroe, LA, currently owned by Max Daniel Hutto and Joan Hutto McPherson, and

WHEREAS, the property described hereinafter in this Ordinance is needed and necessary for said project, and

WHEREAS, the property has been formally appraised by Appraisals Plus, LLC, dated April 19, 2018, for the sum of \$30,000.00; a portion of that appraisal is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered for and on behalf of the City of Monroe to acquire the following described property for the sum of \$30,000.00, to-wit:

**East/2, Lot 4, Sq. 9, Unit 2, Breard Addition, Ouachita Parish, Monroe, LA
385 Betin Ave.**

IT IS FURTHER ORDAINED, that this Ordinance shall become effective immediately upon passage.

This Ordinance was **INTRODUCED** on the ____ day of May, 2018.

NOTICE PUBLISHED on the ____ day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2018.

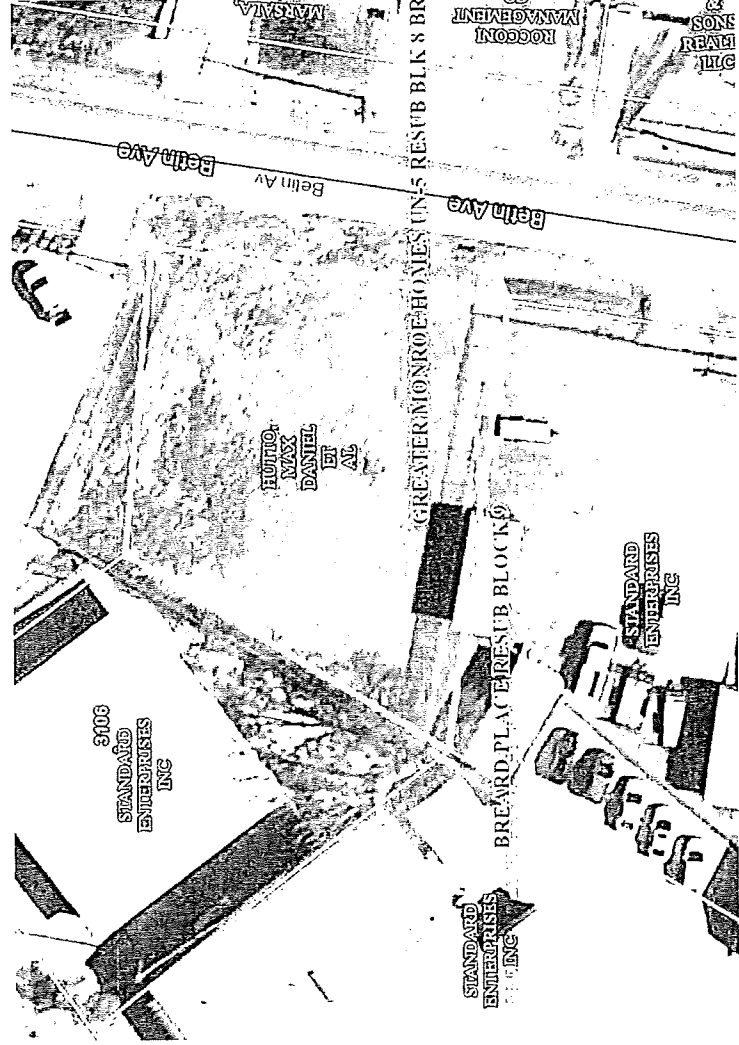
CHAIRMAN

CLERK OF THE COUNCIL

MAYOR'S APPROVAL

MAYOR'S VETO

APPRAISAL OF REAL PROPERTY



LOCATED AT

385 Bethin Ave
Monroe, LA 71201

East 1/2 Lot 4 Sq 9 Breard Addn Unit 2

FOR

City of Monroe
P.O. Box 123
Monroe, LA 71201

OPINION OF VALUE

30,000

AS OF

04/19/2018

BY

Timothy W Hammett
Appraisals Plus, LLC
PO Box 1932
West Monroe, LA 71294
(318) 387-9896
appraisalsplusllc@yahoo.com
<http://www.appraisalsplusllc.com/>

ACT OF SALE

STATE OF LOUISIANA
PARISH OF OUACHITA

BE IT REMEMBERED, that on this the ____ day of _____, 2018, before the undersigned Notary Public, duly commissioned, qualified and acting in and for the named Parish and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MAX DANIEL HUTTO (SS#XXXX-XX-6871) a married man whose wife is Patricia E. Hutto, nee Elliott, and a major resident of Webster Parish, whose mailing address is 202 Berry Dr., Minden, La. 71055; the said Patricia E. Hutto appearing herein for the sole purpose of acknowledging that the property herein is Max Daniel Hutto's separate property; and

JOAN FAYE HUTTO McPHERSON (SS#XXXX-XX-____), a married woman whose husband is James D. McPherson, and a major resident of Ouachita Parish, whose mailing address is 109 Adrian Drive, Monroe, LA 71203, appearing herein for the sole purpose of acknowledging that the property herein is Joan Faye Hutto McPherson's separate property,

being hereinafter sometimes referred to as the "Vendors",

have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of our rights and actions of warranty, unto

THE CITY OF MONROE, a political subdivision of the State of Louisiana, whose mailing address is 400 Lea Joyner Expressway, Monroe, Louisiana 71201, appearing herein by and through JAMES E. MAYO, its duly authorized MAYOR, per Ordinance No. _____, being hereinafter referred to as the "City", who accepts this sale on behalf of the City of Monroe,

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

E/2 of Lot 4, Sq. 9, Breard Place Addition, Unit 2,
385 Betin Avenue, Monroe, La

This sale and conveyance is made for and in consideration of the price and sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, which price the City hereby binds and obligates itself to pay to Vendor upon the approval by the City of Vendor's good and unencumbered title to the hereinabove described property.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in the presence of the undersigned competent witnesses, as of the ____ day of _____, 2018.

WITNESSES:

PRINT NAME Max Daniel Hutto, Vendor

PRINT NAME Joan Faye Hutto McPherson, Vendor

NOTARY PUBLIC NO.

STATE OF LOUISIANA
PARISH OF OUACHITA

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in the presence of the undersigned competent witnesses, as of the _____ day of _____ 2018.

WITNESSES:

CITY OF MONROE

PRINT NAME _____

BY:

_____ JAMES E. MAYO, MAYOR

PRINT NAME _____

NOTARY PUBLIC NO. _____

O R D I N A N C E

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 ESTABLISHING A SIX (6) MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF ALL APPLICATIONS FOR CERTIFICATES OF OCCUPANCY, BUILDING PERMITS AND ANY OTHER LAND USE DEVELOPMENT APPROVALS ASSOCIATED WITH TIRE STORES; SETTING A PUBLIC HEARING DATE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City finds it necessary to impose an immediate moratorium on the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use development approvals associated with tire stores until the Comprehensive Zoning Ordinance is reviewed, evaluated and amended as necessary to regulate this use; and

WHEREAS, the City has noticed that in the last three (3) years the number of tire stores has increased and as a result the number of complaints regarding nuisance and environmental issues with this use has proliferated; and

WHEREAS, the City is concerned with the rapid expansion of this type of use and the strong potential it has to create nuisance, environmental and fire issues; and

WHEREAS, the City would like to research and study how other communities regulate and enforce this type of use and to determine what guidelines, standards, criteria and procedures are necessary to regulate this use;

NOW, THEREFORE;

BE IT ORDAINED, by the City of Monroe, Louisiana, has the authority to adopt a moratorium for the purpose of preserving the status quo while standards, criteria, procedures, etc. are considered prepared and enacted.

BE IT FURTHER ORDAINED, that the City hereby imposes a moratorium upon the receipt and processing of all applications for Certificates of Occupancy, Building Permits and any other land use approval associated with tire stores for six (6) months from the effective date of this Ordinance until the City's Comprehensive Zoning Ordinance reviewed and amended as necessary.

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING CHAPTER 37, ZONING, ARTICLE V. SITE DEVELOPMENT STANDARDS, SECTION 37-76 ACCESSORY STRUCTURES AND USES OF THE CODE OF THE CITY OF MONROE. OF THE ORDINANCE OF THE CITY OF MONROE, LOUISIANA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed amendment to Chapter 37, Zoning Article V. Site Development Standards, Section 37-76 Accessory Structures and Uses of the Code of the City of Monroe. and

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

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 37, Zoning, **Article V. Site Development Standards, Section 37-76 Accessory Structures and Uses** of the Zoning Ordinance of the City of Monroe be and it is amended as follows:

ADD

ARTICLE V. SITE DEVELOPMENT STANDARDS

Section 37-76 Accessory Structures and Uses

(f) FENCES, GATES AND WALLS

- (1) Reserved.
- (2) No person shall construct or rebuild any fence without obtaining a fence permit from the Planning and Zoning Office. The fee for the fence permit shall be available from the Planning and Zoning Director's Office and may be altered or amended only by the City Council.

(3) General Requirements

- a. No person shall erect or rebuild any fence, gate, retaining or free-standing wall that extends beyond the property line.
- b. No person shall plant the trunk of any hedge closer than two feet (2') within any property line.
- c. No person shall erect or rebuild any fence, gate, retaining or free-standing wall, or any combination thereof, in excess of eight feet (8'), except as allowed under Section 37-76.F.6 (Exceptions) of this Article.
- d. The height of any fence, gate or wall shall be measured from the highest grade of the property along the fence, gate, wall or property line on the non-owner's side.

e. All commercial and industrial uses shall have all enclosed outdoor storage and materials within a fenced area at least eight feet (8') in height. The fence shall be solid along the rear and side property lines and open along the front property lines.

f. All fences, gate or wall must be maintained in a clean, orderly and stable condition at the expense of the owner or lessee.

g. *Materials*

1. Solid fences, gates and walls shall be constructed of the following materials: wood, brick, stone or rock, masonry, vinyl, hedges, or any combination thereof. (Solid fences should include "weep-holes" if applicable.)

2. Open fences or gates shall be constructed of ornamental iron, wood, woven wire, or chain link, or a combination ornamental iron and brick, stone/rock, or masonry.

3. *Commercial and Industrial businesses may use metal as a fence material provided that:*

- *Any exposed edges with the exception of the bottom of the fence be trimmed with factory made accessory trim with hemmed edges.*

- *It is only allowed in B-3, General Business/Commercial; B-4, Heavy Commercial District; I-1, Commercial/Industrial Business Park District; and I-2 Heavy Industrial/Manufacturing Districts*

(4) *Location*

a. *All Residential and B-1 districts*

1. Any solid fence, gate, divisional, retaining, or free-standing wall or hedge not over thirty-six inches (36") in height and fences at least fifty percent (50%) open and not over forty-two inches (42") in height may be erected or rebuilt along the front yard boundaries of a lot or yard in a residential or B-1 district, except as limited in other sections of this Article.

2. No chain link fence shall be erected or rebuilt in any required front or side corner yard in any residential or B-1 district that exceeds five feet (5') in height.

3. Any fence, gate, divisional, retaining, or free-standing wall or hedge not over eight feet (8') in height in a residential or B-1 district may be erected or rebuilt along the side or rear yard boundaries, except in the line of sight clearance area.

b. *Non-residential Districts*

1. Any fence, gate, divisional, retaining, or free-standing wall or hedge not to exceed eight feet (8') in height may be erected or rebuilt along any boundaries of a lot or yard in non-residential districts, excluding B-1 districts, except as limited in other sections of this Article.

2. Any fence, gate, divisional, retaining, or free-standing wall or hedge constructed on vacant property may be allowed, but only for recreational or security purposes, and only at the discretion of the zoning administrator.

(5) *Prohibited Fences*

- a. The installation of an electronically charged fence is prohibited, with the exception of invisible dog fences.
- b. No barbed wire or razor wire fence shall be erected or maintained, except that not more than four (4) strands of horizontal wire may be strung in the top of chain link fences for security purposes on land zoned B-4, I-1, I-2, or C (Campus), provided that the lowest strand of wire is a minimum of six feet (6') above the ground.
- c. *Temporary Fences* Land under development may be surrounded by a construction fence or a temporary chain link fence up to seven feet (7') in height and allowed for a specified period of time as a temporary fence at the discretion of the Zoning Administrator, upon application. Gates into the fence enclosure may be located at the discretion of the Zoning Administrator, upon application.

(6) *Height and Location Exceptions*

- a. The Zoning Administrator at his/her discretion may, after finding the circumstances meet the following criteria, consider exceptions to the location and height requirements of a fence:
 1. That the adjacent property owner will not be adversely affected;
 2. That pedestrian access will not be hampered, and;
 3. The line of sight clearance area will be clear.
- b. For location exceptions: On through lots
- c. For height exceptions:
 1. Recreational fences and walls such as those surrounding tennis courts, baseball fields, driving ranges and other similar uses may exceed eight feet (8') to protect the health, safety and welfare of the community.
 2. In the event of a use that is particularly noxious or detrimental to environmental or aesthetic values, it may be deemed necessary for the general health, safety and welfare of the community to erect a fence around commercial or industrial uses higher than the eight feet (8') presently allowed by ordinance.

7) *Electronic Theft Deterrent Device* – The construction and use of electric theft deterrent devices shall be allowed in the city only as provided in this section, subject to the following standards:

- a. Unless otherwise specified herein, electric theft deterrent devices shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.
- b. Electrification:
 - i. The energizer for electric theft deterrent devices must be driven by a commercial storage battery not to exceed twelve (12) volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.

- ii. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 122.108 of the IEC code.
- c. Perimeter fence or wall:
 - i. No electric theft deterrent devices shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet.
- d. Location: Electric theft deterrent devices shall be permitted in B-4 - Heavy Commercial District, I-1 – Industrial Business Park District and I-2 – Heavy Industrial District (Uses with outdoor storage).
- e. Height: Electric Theft deterrent devices shall be no taller than eight (8’) feet.
- f. Warning signs: Electric deterrent devices shall be clearly identified with warning signs that read: “Warning-Electric Fence” at intervals of not less than sixty (60’) feet.
- g. Electric theft deterrent devices shall require a fence permit and any other permit required by the City such as an electrical permit.
- h. It shall be unlawful for any person to install, maintain, or operate an electric theft deterrent device in violation of this section.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 22nd of May, 2018.

NOTICE PUBLISHED on the _____ day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2018.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Jimmie Bryant, Interim PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

MAY 7, 2018

CITY HALL

MONROE, LOUISIANA

RE: TAM 105-18

**APPLICANT: City of Monroe
(Planning & Zoning Division)**

MOTIONED BY: Mr. Ed Fench

SECONDED BY: Mr. Jamin Hall

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area **are** sufficient to justify the request an ordinance amending Chapter 37, Zoning, Article V, Site Development Standards, Section 37-76, Accessory Structures and Uses to add the definition use of metal as a fence material for commercial and industrial with conditions; repealing all ordinances in conflict herewith respect thereto and recommends the application be approved.

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

Post Office Box 123 ▪ Monroe, Louisiana 71210 ▪ 318.329.2335
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**City of Monroe
Planning Commission**

CASE NO.: TAM 105-18
NAME OF APPLICANT: City of Monroe
ADDRESS OF PROPERTY: N/A
COUNCIL DISTRICT: N/A

Request: Amend Chapter 37, Zoning, Article V, Site Development Standards, Section 37-76, Accessory Structures and Uses.

To Add: The definition use of metal as a fence material for commercial and industrial districts with conditions

Adverse Influences:

Positive Influences: An additional fence material choice that is compatible with commercial and industrial uses.

**Comments/
Recommendations:** This issue recently came up as a result of a variance application to the Board of Adjustment. In order to allow an additional material type in a commercial area that will provide the security needed but be complimentary to the surrounding area, the Fence Ordinance is being amended to include metal as an allowed fence material in commercial and industrial districts.

Options: Approve text amendment as presented.

Approve text amendment with amendments.

Deny text amendment as presented.

ADD

ARTICLE V. SITE DEVELOPMENT STANDARDS

Section 37-76 Accessory Structures and Uses

(f) FENCES, GATES AND WALLS

- (1) Reserved.
- (2) No person shall construct or rebuild any fence without obtaining a fence permit from the Planning and Zoning Office. The fee for the fence permit shall be available from the Planning and Zoning Director's Office and may be altered or amended only by the City Council.

(3) *General Requirements*

- a. No person shall erect or rebuild any fence, gate, retaining or free-standing wall that extends beyond the property line.
- b. No person shall plant the trunk of any hedge closer than two feet (2') within any property line.
- c. No person shall erect or rebuild any fence, gate, retaining or free-standing wall, or any combination thereof, in excess of eight feet (8'), except as allowed under Section 37-76.F.6 (Exceptions) of this Article.
- d. The height of any fence, gate or wall shall be measured from the highest grade of the property along the fence, gate, wall or property line on the non-owners side.
- e. All commercial and industrial uses shall have all enclosed outdoor storage and materials within a fenced area at least eight feet (8') in height. The fence shall be solid along the rear and side property lines and open along the front property lines.
- f. All fences, gate or wall must be maintained in a clean, orderly and stable condition at the expense of the owner or lessee.

g. *Materials*

1. Solid fences, gates and walls shall be constructed of the following materials: wood, brick, stone or rock, masonry, vinyl, hedges, or any combination thereof. (Solid fences should include "weep-holes" if applicable.)
2. Open fences or gates shall be constructed of ornamental iron, wood, woven wire, or chain link, or a combination ornamental iron and brick, stone/rock, or masonry.

3. *Commercial and Industrial businesses may use metal as a fence material provided that:*

- *Any exposed edges with the exception of the bottom of the fence be trimmed with factory made accessory trim with hemmed edges.*
- *It is only allowed in B-3, General Business/Commercial; B-4, Heavy Commercial District; I-1, Commercial/Industrial Business Park District; and I-2 Heavy Industrial/Manufacturing Districts.*

(4) *Location*

- a. *All Residential and B-1 districts*
 1. Any solid fence, gate, divisional, retaining, or free-standing wall or hedge not over thirty-six inches (36") in height and fences at least fifty percent

- 2.(50%) open and not over forty-two inches (42") in height may be erected or rebuilt along the front yard boundaries of a lot or yard in a residential or B-1 district, except as limited in other sections of this Article.
- 3.No chain link fence shall be erected or rebuilt in any required front or side corner yard in any residential or B-1 district that exceeds five feet (5') in height.
- 4.Any fence, gate, divisional, retaining, or free-standing wall or hedge not over eight feet (8') in height in a residential or B-1 district may be erected or rebuilt along the side or rear yard boundaries, except in the line of sight clearance area.

b. *Non-residential Districts*

- 1.Any fence, gate, divisional, retaining, or free-standing wall or hedge not to exceed eight feet (8') in height may be erected or rebuilt along any boundaries of a lot or yard in non-residential districts, excluding B-1 districts, except as limited in other sections of this Article.
- 2.Any fence, gate, divisional, retaining, or free-standing wall or hedge constructed on vacant property may be allowed, but only for recreational or security purposes, and only at the discretion of the zoning administrator.

(5) *Prohibited Fences*

- a. The installation of an electronically charged fence is prohibited, with the exception of invisible dog fences.
- b. No barbed wire or razor wire fence shall be erected or maintained, except that not more than four (4) strands of horizontal wire may be strung in the top of chain link fences for security purposes on land zoned B-4, I-1, I-2, or C (Campus), provided that the lowest strand of wire is a minimum of six feet (6') above the ground.

c. *Temporary Fences*

Land under development may be surrounded by a construction fence or a temporary chain link fence up to seven feet (7') in height and allowed for a specified period of time as a temporary fence at the discretion of the Zoning Administrator, upon application. Gates into the fence enclosure may be located at the discretion of the Zoning Administrator, upon application.

(6) *Height and Location Exceptions*

a. The Zoning Administrator at his/her discretion may, after finding the circumstances meet the following criteria, consider exceptions to the location and height requirements of a fence:

1. That the adjacent property owner will not be adversely affected;
 2. That pedestrian access will not be hampered, and;
 3. The line of sight clearance area will be clear.
- b. For location exceptions: On through lots
- c. For height exceptions:

1. Recreational fences and walls such as those surrounding tennis courts, baseball fields, driving ranges and other similar uses may exceed eight feet (8') to protect the health, safety and welfare of the community.
2. In the event of a use that is particularly noxious or detrimental to environmental or aesthetic values, it may be deemed necessary for the general health, safety and welfare of the community to erect a fence around commercial or industrial uses higher than the eight feet (8') presently allowed by ordinance.

7) *Electronic Theft Deterrent Device* – The construction and use of electric theft deterrent devices shall be allowed in the city only as provided in this section, subject to the following standards:

- a. Unless otherwise specified herein, electric theft deterrent devices shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.
- b. Electrification :
 - i. The energizer for electric theft deterrent devices must be driven by a commercial storage battery not to exceed twelve (12) volts DC. The storage battery is charged primarily by a solar panel. However, the solar panel may be augmented by a commercial trickle charger.
 - ii. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 122.108 of the IEC code.
- c. Perimeter fence or wall:
 - i. No electric theft deterrent devices shall be installed or used unless it is

- completely surrounded by a non-electrical fence or wall that is not less than six feet.
- d. Location: Electric theft deterrent devices shall be permitted in B-4 - Heavy Commercial District, I-1 – Industrial Business Park District and I-2 – Heavy Industrial District (Uses with outdoor storage).
 - e. Height: Electric Theft deterrent devices shall be no taller than eight (8') feet.
 - f. Warning signs: Electric deterrent devices shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty (60') feet.
 - g. Electric theft deterrent devices shall require a fence permit and any other permit required by the City such as an electrical permit.
 - h. It shall be unlawful for any person to install, maintain, or operate an electric theft deterrent device in violation of this section.

STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE, LOUISIANA TO PROCEED WITH AN EXPROPRIATION SUIT OR OTHERWISE ACQUIRE A CERTAIN PARCEL OF REAL PROPERTY DESIGNATED AS PARCEL 2-4, 2-4-D-1 AND 2-4-U-1 FROM THE MONROE LIMITED LIABILITY COMPANY IN CONNECTION WITH A PROJECT TO CONNECT NUTLAND ROAD WITH LOWES FRONTAGE ROAD, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe must acquire Parcels 2-4, 2-4-D-1 and 2-4-U-1 from Monroe Limited Liability Company for the public and necessary purpose of construction of certain public streets to be constructed in the near future to connect Nutland Road with Lowes Frontage Road, and

WHEREAS, Monroe Limited Liability Company, is the owner of the land necessary for this project, namely Parcels No. 2-4, 2-4-D-1 and 2-4-U-1, which are more particularly described in Exhibit "A", attached hereto, and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the acquisition of this property being necessary and in the public interest in connection with the future connection of Nutland Road with Lowes Frontage Road, expropriation proceedings against MONROE LIMITED LIABILITY COMPANY, with respect to that property needed for the Project owned by said MONROE LIMITED LIABILITY COMPANY, namely Parcels No. 2-4, 2-4-D-1 and 2-4-U-1, as shown on Exhibit "A", attached hereto and made a part hereof, be and is hereby authorized.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon passage.

THIS ORDINANCE WAS INTRODUCED on the ____ day of May, 2018.

NOTICE PUBLISHED on the ____ day of _____, 2018.

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 _____, 2018.

CLERK OF THE COUNCIL

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

EXHIBIT MAP
OF
RIGHT OF WAY/UTILITY EASEMENT
FOR
MONROE LIMITED LIABILITY, CO.
SITUATED IN
SECTION 4, T-17-N, R-4-E
OUACHITA PARISH, LOUISIANA

DEWAIN ENGINEERING CO., INC.
ENGINEERS AND SURVEYORS
MONROE, LOUISIANA
IN FINAL LTR
MADE 11/28/20
PAGE # 28-29-102

DATE 9-5-17
PROJECT NO. 10-05-02
DRAWING NO. 10-05-02

NO.	DATE	DESCRIPTION	BY	REVISIONS
1	1-24-18	Add Bearings/Balances to Drawings	RAD	
		OK'D BY	COF	
		DATE	DRN	

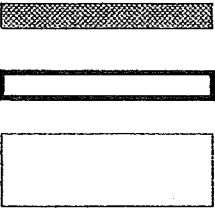
PRELIMINARY - NOT FOR CONSTRUCTION
 PRELIMINARY - FOR PERMIT PURPOSES ONLY
 PRELIMINARY - FOR REVIEW ONLY
 PRELIMINARY - NOT FOR RECORDATION,
 CONVEYANCE OR SALES

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REQUIRED RIGHT OF WAY
TO INCLUDE I-20 SERVICE
ROAD (SOUTH), (1.205 ACRES)

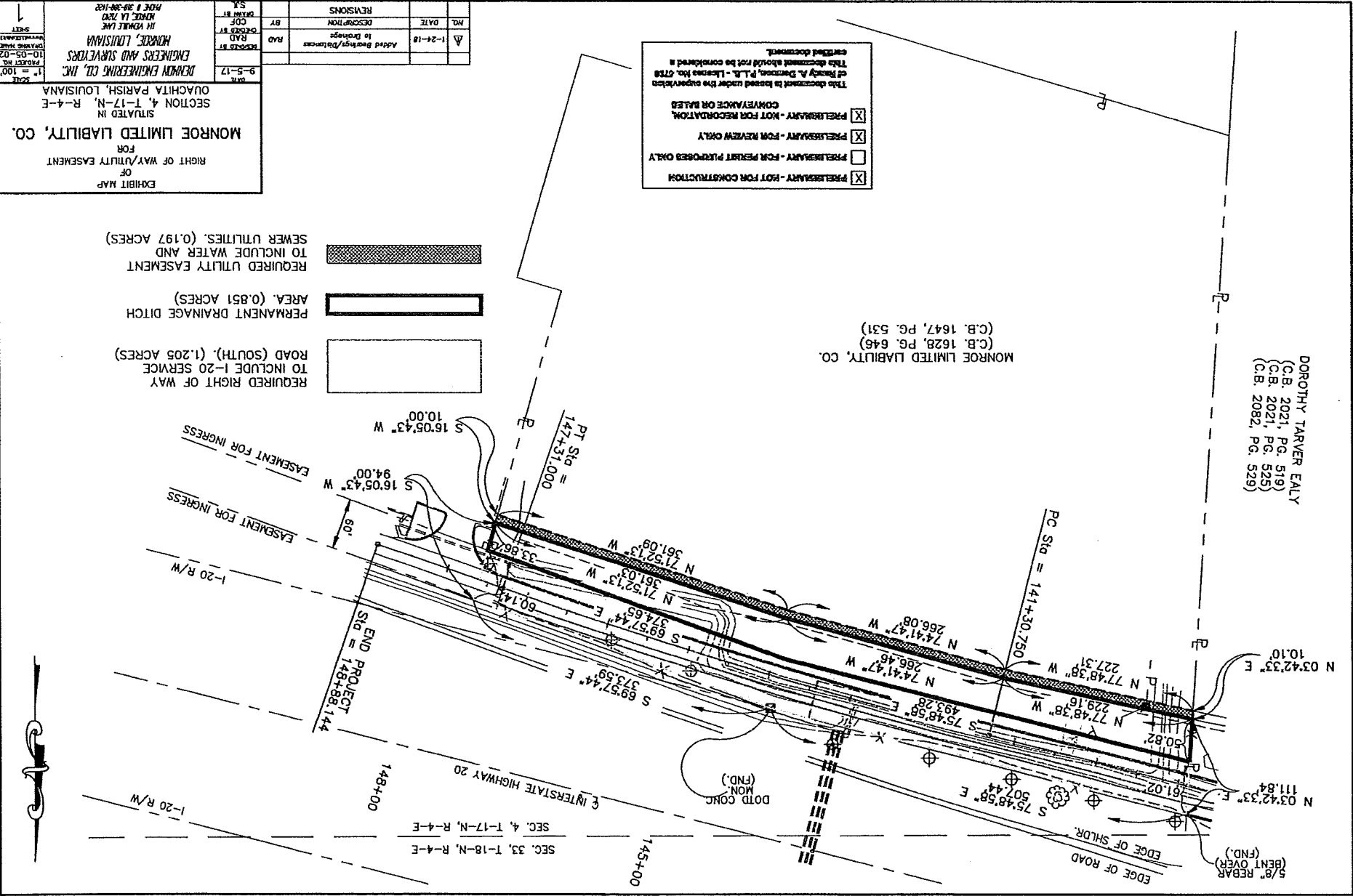
PERMANENT DRAINAGE DITCH
AREA, (0.851 ACRES)

REQUIRED UTILITY EASEMENT
TO INCLUDE WATER AND
SEWER UTILITIES, (0.197 ACRES)



MONROE LIMITED LIABILITY, CO.
(C.B. 1628, PG. 646)
(C.B. 1647, PG. 531)

DOROTHY TARVER EALY
(C.B. 2021, PG. 519)
(C.B. 2021, PG. 525)
(C.B. 2082, PG. 529)



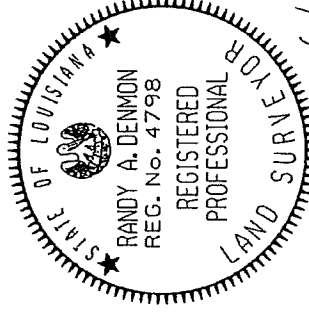
JANUARY 24, 2018

**A LEGAL DESCRIPTION
OF A
1.205 ACRE TRACT OF RIGHT OF WAY
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02**

PARCEL #2-4

OWNER OF RECORD: MONROE LIMITED LIABILITY, CO.

Commencing from a 1" iron pipe (crimped) at the Southeast corner of Section 32, T 18 N, R 4 E of Ouachita Parish, Louisiana, thence, North 89°45'43" East along the South line of Tony D. Munholland, et al property, a distance of 80.76' to a point; thence, North 00°15'17" West, a distance of 634.10' to a property corner on the South right of way of Interstate Highway 20; thence, South 75°31'44" East along said right of way, a distance of 170.35' to a point; thence, South 75°48'58" East along said right of way, a distance of 553.61' to a found 1/2" iron pin; thence, South 75°48'58" East along said right of way, a distance of 1300.12' to a found 3/4" iron pipe; thence, South 75°48'58" East along said right of way, a distance of 618.59' to a found 5/8" rebar (bent over) and being the POINT OF BEGINNING; thence, South 75°48'58" East along said right of way, a distance of 507.44' to a found DOTD concrete monument; thence, South 69°57'44" East along said right of way, a distance of 373.59' to a point; thence, South 16°05'43" West, a distance of 60.14' to a point; thence, North 69°57'44" West, a distance of 374.65' to a point; thence, North 75°48'58" West, a distance of 493.28' to a point; thence, North 03°42'33" East, a distance of 61.02' back to the POINT OF BEGINNING and containing 1.205 acres more or less.



Randy A. Denmon
2/24/18

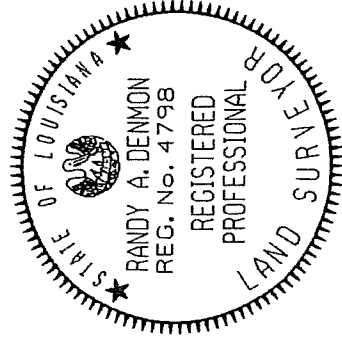
JANUARY 24, 2018

**A LEGAL DESCRIPTION
OF A
0.851 ACRE TRACT OF RIGHT OF WAY
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02**

PARCEL #2-4-D-1

OWNER OF RECORD: MONROE LIMITED LIABILITY, CO.

Commencing from a 1" iron pipe (crimped) at the Southeast corner of Section 32, T 18 N, R 4 E of Ouachita Parish, Louisiana, thence, North 89°45'43" East along the South line of Tony D. Munholland, et al property, a distance of 80.76' to a point; thence, North 00°15'17" West, a distance of 634.10' to a property corner on the South right of way of Interstate Highway 20; thence, South 75°31'44" East along said right of way, a distance of 170.35' to a point; thence, South 75°48'58" East along said right of way, a distance of 553.61' to a found 1/2" iron pin; thence, South 75°48'58" East along said right of way, a distance of 1300.12' to a found 3/4" iron pipe; thence, South 75°48'58" East along said right of way, a distance of 618.59' to a found 5/8" rebar (bent over); thence, South 03°42'33" East, a distance of 61.02' to a point and being the POINT OF BEGINNING; thence, South 75°48'58" East, a distance of 493.28' to a point; thence, South 69°57'44" East, a distance of 374.65' to a point; thence, South 16°05'43" West, a distance of 33.86' to a point; thence, North 71°52'13" West, a distance of 361.03' to a point; thence, North 74°41'47" West, a distance of 266.46' to a point; thence, North 77°48'38" West, a distance of 229.16' to a point; thence, North 03°42'33" East, a distance of 50.82' back to the POINT OF BEGINNING and containing 0.851 acres more or less.



[Handwritten signature]
1/26/18

APRIL 18, 2011

A LEGAL DESCRIPTION
OF A
0.197 ACRE UTILITY EASEMENT
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02

PARCEL #2-4-U-1

OWNER OF RECORD: MONROE LIMITED LIABILITY, CO.

Commencing from a 1" iron pipe (crimped) at the Southeast corner of Section 32, T 18 N, R 4 E of Ouachita Parish, Louisiana, thence, North 89°45'43" East along the South line of Tony D. Munnholland, et al property, a distance of 80.76' to a point; thence, North 00°15'17" West, a distance of 634.10' to a property corner on the South right of way of Interstate Highway 20; thence, South 75°31'44" East along said right of way, a distance of 170.35' to a point; thence, South 75°48'58" East along said right of way, a distance of 553.61' to a found ½" iron pin; thence, South 75°48'58" East along said right of way, a distance of 1300.12' to a found ¾" iron pipe; thence, South 75°48'58" East along said right of way, a distance of 618.59' to a found 5/8" rebar (bent over); thence, South 03°42'33" West, a distance of 111.84' to a point and being the POINT OF BEGINNING; thence, South 77°48'38" East, a distance of 229.16' to a point; thence, South 74°41'47" East, a distance of 266.46' to a point; thence, South 71°52'13" East, a distance of 361.03' to a point; thence, South 16°05'43" West, a distance of 10.00' to a point; thence, North 71°52'13" West, a distance of 361.09' to a point; thence, North 74°41'47" West, a distance of 266.08' to a point; thence, North 77°48'38" West, a distance of 227.31' to a point; thence, North 03°42'33" East, a distance of 10.10' back to the POINT OF BEGINNING and containing 0.197 acres more or less.

