

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – JULY 14, 2020, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

- I: ROLL CALL AND DECLARE QUORUM:
- II: ELECT CHAIRMAN AND VICE-CHAIRMAN FOR THE COMING YEAR 2020/21:
- III: INVOCATION & PLEDGE OF ALLEGIANCE – MR. CLARK:
- IV: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

V: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JUNE 23, 2020:  
(Public Comment)

- VI: PRESENTATION: 6PM  
– Proposed Black Lives Matter Mural for DeSiard Street and various spaces around Monroe –  
Brooke Foy, Rodrecas Davis and Vitus Shell

VII: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:  
Public Comment:  
NONE.

VIII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

- (a) Accept the bid of Parker Wholesale for Office Supplies & etc., #2021-00000008 as recommended by the Director of Administration for meeting the specifications of this bid. The Vendor responses meet the specifications of this bid. Funds will be derived from the Inventory Account and billed accordingly. The Tax & Revenue Division has confirmed that this bidder is tax compliant.
- (b) Accept the bids of Central Oil and Lott Oil Company for Petroleum Products #2021-00000010 as recommended by the Director of Administration for meeting the specifications of this bid. The Vendors response meets the specifications of this bid. Funds will be derived from the Inventory Account and billed accordingly. The Tax & Revenue Division has confirmed that these bidders are tax compliant.

IX: RESOLUTIONS AND MINUTE ENTRIES:

- 1. Council:  
Public Comment:  
None.
- 2. Department of Administration:  
Public Comment:

(a) Consider an Application by Kid Buck LLC., (Anna Denny) dba The Siesta, 515 N. 3rd Street, Monroe, LA 71201 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared.

(b) Consider an Application by Catahoula's of Monroe, LLC., (Shane Smiley) dba Catahoula's, 5321 DeSiard Street, Monroe, LA 71201 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared.

(c) Adopt a Resolution authorizing Mayor James E. Mayo to enter into a Cooperative Endeavor Agreement between the City of Monroe and the South Central Planning and Development Commission for software licenses and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing the renewal of a Self-Fueling Permit at the Monroe Regional Airport to Centurytel Service Group LLC, wherein permit will be for a period of twelve months and further providing with respect thereto.

(b) Adopt a Resolution authorizing the renewal of a Self-Fueling Permit at the Monroe Regional Airport to Monroe Hangars, Inc. wherein permit will be for a period of twelve months and further providing with respect thereto.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Amendment Request #1, between the City of Monroe and Garver LLC, for a contract increase in the amount of \$43,668.69 of Runway 14-32 Extension – Phase 1 Construction – Perimeter Road and Fence Relocation Project and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to enter into an Agreement with Eventbooking.Com, LLC and further providing with respect thereto.

8. Police Department:

Public Comment:

(a) Consider request from the Monroe Police Department for authorization to purchase five (5) Virtual Fence Platform Units (hardware, devices, subscription and services) at a cost of \$10,982.00 each. The total cost for the hardware and three years of services is \$43,928.00 and

will be paid out of the Police Capital Account. Two of the units are \$5,491 because they will be shared with the West Monroe Police Department.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Traxler Construction Company, for the MTS Facility Bus Wash Replacement Project, and further providing with respect thereto.

(b) Adopt a Resolution accepting the base bid of Womack Brothers, LLC, in the amount of \$250,046.45 for the Grammont Tank Lighting Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work.

BREAK IF NEEDED:

X: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Roshonda Johnson all rights, title and interest that the City may have acquired to Lot B, Sq 37, Layton's 2<sup>nd</sup> Addition, Ouachita Parish, 1104 Louise Anne Ave., District 4, Monroe, La, by adjudication at Tax Sale dated July 1, 2010, and further with respect thereto. (Legal)

(b) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Chandra Isby-Melancon all rights, title and interest that the City may have acquired to Lot 13, Block 38, Unit 4, Sherrouse Park Addition, Ouachita Parish, 509 Darbonne St., District 3, Monroe, La, by adjudication at Tax Sale dated July 5, 2012, and further with respect thereto. (Legal)

(c) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Stephen Collins all rights, title and interest that the City may have acquired to Lot 8, Block 1, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition, Ouachita Parish, 104 Wilson St., District 4, Monroe, La, by adjudication at Tax Sale dated June 22, 2011, and further with respect thereto. (Legal)

(d) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Stephen Collins all rights, title and interest that the City may have acquired to Lot 6, Block 2, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition, Ouachita Parish, 206 Kenewah St., District 5, Monroe, La, by adjudication at Tax Sale dated June 22, 2011, and further with respect thereto. (Legal)

(e) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice for a public hearing to zone a ±3.3-acre tract of land presently located in Ouachita Parish from B-3 General Business/Commercial District to B-4, Heavy Commercial District to operate a manufactured home sales lot, located at **1101 Louisville Avenue – APPLICANT- Hixson Automotive Sales - (P&Z)**

(f) Introduce an Ordinance amendment to Chapter 32, Subdivision Regulation, of the Code of the City of Monroe, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats (a) Procedures. (P&Z)

(g) Introduce an Ordinance amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulation (c) Architectural Projections into Required Yards (3) to clarify the circumstances that open air carports and patio covers may occupy required yards. The addition of patios to this list. (P&Z)

(h) Introduce an Ordinance authorizing James E. Mayo, Mayor, to enter into a Lease Agreement with Edge Holdings, LLC for the lease of property at the Monroe Regional Airport and further providing with respect thereto. (Airport)

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

Public Comment:

None.

XII: CITIZENS PARTICIPATION:

XIII: ADJOURN.

Monroe City Council Legal and Regular Session  
June 23, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, June 23, 2020 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Juanita G. Woods, Chairwoman, called the meeting to order.

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

Council members present for roll call: Mrs. Gretchen Ezernack, Ms. Juanita Woods, Mr. Douglas Harvey, Mr. Kenneth Wilson.

Council member(s) absent: Attorney Eddie Clark.

Chairwoman Woods declared a quorum.

She commented the Citizen's participation would be reinstated. Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to reinstate the Citizen's Participation. (There were no public comments).

The Invocation was led by Rev. Van Price, Pastor, New St. James Baptist Church and the Pledge of Allegiance by Councilwoman Wilson.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey thanked Rev. Price for the prayer, he wished everyone a happy belated Father's day and a happy fourth of July; he commented that early voting began on last Saturday to continue through to July 4<sup>th</sup> and the election is on July 11<sup>th</sup>; the locations for early voting are at the health unit located at the corner of Desiard Street/ North 18<sup>th</sup> and also at the West Monroe Convention Center.
  2. Mrs. Ezernack welcomed each one and thanked Rev. Price for the prayer.
  3. Mr. Wilson thanked Rev. Price for the prayer and Mr. Willis for their attendance; he recognized everyone for their celebration of Juneteenth holiday and belated Happy Father's Day; he asked voters to go out and vote for your candidate, as the numbers have been low on voting. He wished everyone a Happy 4<sup>th</sup>.
  4. Mayor Mayo thanked Rev. Price and Mr. Willis for their attendance and for their leadership of service. He spoke regarding concern for those not wearing their masks and social distancing.
  5. Ms. Woods wished all father's a Happy Belated Father's day and everyone a Happy 4<sup>th</sup>; she asked that everyone practice social distancing. Early voting is Monday-Saturday, 8:00 a.m. - 6:00 p.m.; she asked that everyone wear masks and be safe.
- Upon a motion of Mrs. Ezernack and a second by Mr. Harvey, the minutes of the Legal and Regular session of June 9, 2020 were unanimously approved. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment

(a) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Accept the bids of Belt-Pro and Industrial Mill for work tools and etc., #2021-0000003 as recommended by the Director of Administration as meeting the specifications of this bid. The bidder responses meet the specifications of this bid. Funds will be derived from the Inventory Account and billed accordingly. The Tax and Revenue Division has confirmed that these bidders are tax compliant. (There were no public comments).

RESOLUTIONS AND MINUTE ENTRIES:

1. Council:      Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7745, granting an exception to the Open Container Ordinance to 2 Dudes Brew & Que (Red, White & Que Block Party) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

2. Department of Administration:      Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Consider an Application by Ganapathi Restaurant, Inc., (Sreenivasa Tadikonda) dba Little India, 903 N. 4th Street, Monroe, LA 71203 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7746, authorizing Mayor James E. Mayo to accept State Treasury’s Coronavirus Relief Funds and further providing with respect thereto. (There were no public comments).

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

(a) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7747, authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and Our House, Inc. dba Christopher Youth Center under the **State of Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19’** in the amount of \$62,108.50.00 and further providing with respect thereto. (There were no public comments).

Comments: Ms. Downs commented that an amendment agreement was made, and this is a new grant agreement. This nonprofit serves between 50 -75 youth annually.

(b) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7748, authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and The Wellspring Alliance for Families under the **State of Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19’** in the amount of \$62,108.50.00 and further providing with respect thereto. (There were no public comments).

Comments: Ms. Downs commented that an amendment agreement was made, and this is a new grant agreement.

(c) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7749, authorizing Mayor James E. Mayo to accept a grant award, “BJA FY 20 Coronavirus Emergency Supplemental Funding Program,” and further providing with respect thereto. (There were no public comments).

4. Legal Department:      Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7750, stating the City of Monroe’s endorsement of North 3<sup>rd</sup> Street Properties and their Project #20190110-RTA to participate in the benefits of the Louisiana Restoration Tax Abatement Program. (There were no public comments).

5. Mayor’s Office:      Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7751, authorizing Mayor James E. Mayo to enter into an agreement with the Picard Group in association with the Monroe Chamber of Commerce and further providing with respect thereto. (There were no public comments).

Monroe City Council Legal and Regular Session  
June 23, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

6. Department of Public Works: Public Comment:

- (a) Upon a motion by Mrs. Ezerneck, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7752, approving the execution of a Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development, for the fiscal year ending June 30, 2021, relative to mowing and litter pickup within the limits of the City of Monroe, and further providing with respect thereto. (There were no public comments).
- (b) Upon a motion by Mr. Wilson, second by Mrs. Ezerneck and unanimously approved to Adopt Resolution No. 7753, authorizing Mayor James E. Mayo to enter into a Professional Services Agreement with Land 3 Architect Inc. for the storm damage repairs to the city's property currently being occupied by the Department of Motor Vehicles and further providing with respect thereto. (There were no public comments).

Comments: Mr. Harvey asked for the architect's role in the project; Mr. Phillips stated it was to put the deal packs together.

7. Department of Community Affairs: Public Comment:

- (a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7754, authorizing the City of Monroe to advertise for bids for the storm damage repair of the Masur Museum, and further providing with respect thereto. (There were no public comments).
- (b) Upon a motion by Mr. Harvey, second by Mrs. Ezerneck and unanimously approved to Adopt Resolution No. 7755, authorizing Mayor James E. Mayo to enter into a Professional Services Agreement with Land 3 Architect Inc. for the storm damage repairs to the Masur Museum and further providing with respect thereto. (There were no public comments).
- (c) Upon a motion by Mrs. Ezerneck, second by Mr. Harvey and unanimously approved to remove from the agenda to Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto. (There were no public comments).

8. Police Department: Public Comment: None.

9. Fire Department: Public Comment: None.

10. Engineering Services: Public Comment:

- (a) Upon a motion by Mr. Harvey, second by Mrs. Ezerneck and unanimously approved to Adopt Resolution No. 7756, approving the execution of a Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, relative to traffic signals in the state highway system which are located within the limits of the City of Monroe, and further providing with respect thereto. (There were no public comments).
- (b) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7757, authorizing the Purchasing Manager to advertise for bids on the Hawes Pump Station Diesel Drive Replacement Project. The estimated cost of this project is \$455,200.00. The DBE Goal is 0% and source of funds Capital Infrastructure Sales Tax Funds. (There were no public comments).
- (c) Upon a motion by Mrs. Ezerneck, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7758, authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the Kansas Lane Extension Clearing & Grubbing Contract, between the City of Monroe and LaDotd for an increase in the contract amount of \$114,059.40 and further providing with respect thereto. (There were no public comments).

Monroe City Council Legal and Regular Session  
June 23, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES:      Public Comment:      None.

RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:      NONE.

CITIZENS PARTICIPATION:

Mr. Curtis Garth, citizen, spoke regarding an investigation report of a crime against citizens and his request. City Attorney Sturdivant commented that he has spoken with Mr. Garth on numerous occasions and the Assistant City Attorney has researched at the courthouse, a lot of the documents were related to the 4<sup>th</sup> Judicial District court and will call him regarding getting the records from the clerk of court. The statute of limitations has run out. Ms. Woods commented that the council had no jurisdiction and would refer him back to Mrs. Sturdivant.

There being no further business to come before the Council, the meeting was adjourned at 6:39 p.m., upon a motion of Mrs. Ezernack and seconded by Mr. Wilson. (There were no public comments).

Ms. Juanita G. Woods  
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.**





**City of Monroe, Louisiana**  
MAYOR – COUNCIL GOVERNMENT  
**Purchasing Division**

July 7, 2020

Mayor James E. Mayo

Mrs. Stacey Rowell  
Director of Administration

Mrs. Carolus Riley  
City Clerk

Bids were received and opened on June 30, 2020 for Office Supplies & etc. # 2021-00000008. A total of nine (9) bid packs were mailed and one (1) bid responses were received from Parker Wholesale. The bidder responses meet the specifications of this bid.

The Purchasing Division recommends with Council approval that the Office Supplies & etc. bid be awarded to the response's bidder Parker Wholesale. Funds will be derived from the Inventory account and billed accordingly. Tax & Revenue Division has confirmed that these bidders are Tax Compliant.

Respectfully yours in Purchasing

*Ebony K. Morehead*  
Ebony K. Morehead  
Buyer



# 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: 07/07/2020

Business Name: Parker Wholesale

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

Business Address: 9060 Industrial Drive City: Bastrop  
State: LA Zip: 7122

Contact Name: Brenda Farrar Phone: 318-281-4293

Fax No: 318-281-4301 Email: parkerwholesale@bayou.com

City of Monroe Occupational License #: N/A Year: \_\_\_\_\_  
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 X No \_\_\_\_\_  
If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 598000

### 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: Brenda Farrar Date: 7-8-2020

**BID TABULATIONS**  
**Office Supplies & etc.**

TIME 2:15 PM

06/30/2020

REF BID # 2021-00000008

Vendor	Parker Wholesale	2019 Bid	
Address	9060 Industrial Drive Bastrop, LA 71220	Contract prices	

1. Adjustable Three Hole Punch	\$5.31	\$4.21	
2. binder Three Ring 1"	\$18.39	\$2.06	
3. Binder Data Hanging 14 7/8	\$3.39	\$3.53	
4. Book Steno 6 x 9	\$4.71	\$0.79	
5. Boxes Storage Letter/Legal	\$2.41	\$13.99	
6. Cleaner Computer Duster In A Can	\$6.61 2 cans	\$2.95	
7. Clipboard Letter Size	\$4.36	\$1.28	
8. Clips Binder Large	\$5.07	\$1.69	
9. Clips Binder Medium	\$1.98	\$0.65	
10. Clips Binder Small	\$3.38	\$0.36	

11. Correction Complete Refillable	\$2.76	\$2.80		
12. Correction Film refill	\$2.13	\$2.16		
13. Covers Manuscript 9 x 12	\$14.65	\$15.30		
14. envelopes Clasp 10 x 13	\$11.55	\$12.91		
15. Envelopes Clasp 10 x 15	\$17.27	\$19.57		
16. Envelopes Clasp 6 x 9	\$9.09	\$9.64		
17. Envelopes Clasp 9 x 12	\$9.21	\$9.77		
18. Folder Manila Legal	\$9.52	\$7.90		
19. Folder Manila Letter	\$1.28	\$7.90		
20. File Folder hanging legal	NO BID	\$11.79		
21. File Folder hanging letter	NO BID	\$7.40		
23. Labels File folders	\$11.78	\$4.10		
24. Marker Highlighters	\$2.25	\$1.03		
25. Marker Fine Tip black	\$0.21	\$0.20		
26. Marker Permanent Tip Red	\$0.25	\$0.23		
27. Marker Permanent Tip black	\$0.29	\$0.30		
28. Marker Permanent Large Red	\$0.28	\$0.30		
29. Pad Post it Pop	\$3.99	\$0.38		

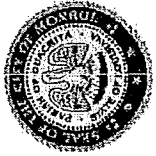
30. Pad Self Notes Small	\$4.64	\$0.24		
31. Paper Clips Small	\$1.54	\$0.22		
32. Paper Clips Medium	NO BID	\$		
33. Paper Clips Jumbo	\$4.71	\$0.56		
34. Paper Fastener Prong 2"	\$2.19	\$2.06		
35. Paper Fastener Prong 3"	\$15.02	\$15.89		
36. Pen Roller ball fine blue	\$2.55	\$7.95		
37. Pen Correction	\$5.05	\$1.33		
38. Pen Roller Ball Fine Black	\$5.59	\$5.59		
39. Pen Roller Ball Fine Red	\$5.59	\$5.59		
40. Pencil # 2	\$0.79	\$0.84		
41. Pencil Mechanical	\$0.14	\$1.77		
42. Push Pins	\$3.21	\$0.66		
43. Receipt Money Book	\$11.91	\$12.06 (25 per box)		
44. Rubber Bands Large	\$1.01	\$1.18		
45. Rubber Bands Medium	\$1.01	\$1.05		
46. Rubber Band Small	\$1.48	\$1.18		
47. Ruler 12"	\$1.19	\$0.43		
48. Scissors	\$1.27	\$1.05		

49. Staple Remover	\$1.20	\$0.41		
50. Staples	\$2.51	\$0.56		
51. Surge Protector	\$0.26	\$5.63		
52. Tablet Canary 5 x 8	\$15.90	\$0.39		
53. Tablet Writing White 5 x 8	\$0.76	\$0.39		
54. Tablet Legal Canary Legal	\$0.76	\$0.96		
55. Tablet Writing Legal White	\$1.54	\$0.95		
56. Tablet Pad Canary Legal;	\$1.54	\$0.96		
57. Tablet Writing Pad White & canary	\$0.79	\$0.56		
58. Tabs Insertable	\$1.00	\$0.67		
59. Tape Clear Wide	\$1.13	\$0.62		
60. Tape Invisible 1"	\$2.05	\$3.53		
61. White Laser Lables	\$4.29	\$0.77		
62. Pen Retractable Gel	\$4.15	\$13.53		
63. Paper Adding Machine	\$4.50	\$3.83 black \$3.83 blue		
64. Stapler	\$1.02	\$		
		\$2.42		

Respectfully Submitted,

Ebony K. Morehead

Buyer  
06/30/2020



**City of Monroe, Louisiana**  
MAYOR – COUNCIL GOVERNMENT  
**Purchasing Division**

July 7, 2020

Mayor James E. Mayo

Mrs. Stacey Rowell  
Director of Administration

Mrs. Carolus Riley  
City Clerk

Bids were received and opened on June 30, 2020 for Petroleum Products # 2021-000000010. A total of eighteen (18) bid packs were mailed and two (2) bid responses were received from Central Oil & Lott Oil Company. The bidder responses meet the specifications of this bid.

The Purchasing Division recommends with Council approval that the Petroleum Products bid be awarded to the response's bidder Central Oil & Lott Oil Company. Funds will be derived from the Inventory account and billed accordingly. Tax & Revenue Division has confirmed that these bidders are Tax Compliant.

Respectfully yours in Purchasing

*Ebony K. Morehead*

Ebony K. Morehead  
Buyer





**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: 07/07/2020

Business Name: Central Oil & Supply

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

Business Address: 2300 Booth Street City: Monroe  
State: LA Zip: 71201

Contact Name: Brad Shell Phone: 318-388-2602

Fax No: 318-323-1154 Email: sales@central.oil.com

City of Monroe Occupational License #: 0125952 Year: 2020  
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 *BS*

**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  No  Conditional: Must register for Sales Tax within 30 Days.  No

Signature: *Brad Shell* Date: *07/07/2020*



**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: 07/07/2020

Business Name: Lott Oil Company

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

\_\_\_\_\_

Business Address: 7490 Frontage Road City: Monroe

State: LA Zip: 71260

Contact Name: Ricky Alford Phone: 318-366-8142

Fax No: 318-343-3087 Email: rickyalford50@gmail.com

City of Monroe Occupational License #: N/A Year: 2020

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 #: 20-00006238 45559680

**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  No  Conditional: Must register for Sales Tax within 30 Days.  No

Signature: *Ricky Alford* Date: 7-8-2020

**BID TABULATIONS**  
**Petroleum Products Supply**  
**TIME 2:15 PM**  
**06/30/2020**  
**REF BID # 2021-00000010**

Vendor	Lott Oil	Central Oil	
Address	Monroe, LA	Monroe, LA	

1. Antifreeze (RED) Unit	<del>\$44.60</del>	\$65.15	
2. Antifreeze (Green) Unit	\$50.20	<del>\$44.79</del>	
3. Fluid Brake (DOT3) Unit	12 oz <del>\$1.68</del>	\$1.34	
4. Fluid Power Steering Unit	\$2.00	<del>\$1.39</del>	
5. Fluid Transmission Automatic All Trans Bulk Unit	\$8.20	<del>\$4.79</del>	
6. Fluid Transmission Dextron II Bulk Unit	\$5.00	<del>\$4.79</del>	
7. Grease-Heavy Duty (16 gallon/keg) Unit	<del>\$251.62</del>	\$353.74	
8. Grease-Heavy Duty (5 gallon pail) Unit	<del>\$71.20</del>	\$116.54	
9. Grease-Heavy Duty (Cartridges)	<del>\$2.20</del>	\$2.93	

10. Grease-Multipurpose Lithium Drum Unit	\$750.00	\$1,186.76		
11. Grease - Heavy Duty Cartridges 3% Molybdenum	\$2.69	NO BID		
12. Oil-Motor 75W90 Synthetic Unit	\$96.00	NO BID		
13. Oil-Gear SAEW 85W 140 Drum Unit	\$158.00	\$422.32		
14. Oil Hydraulic 68 Bulk Unit	\$3.75	\$3.67		
15. Oil Hydraulic Grade 68 Drum	\$240.80	\$283.53		
16. Oil Motor SAE 10W 30 Case Unit	\$20.12	\$24.01		
17. Oil Motor SAE 15W40 Bulk Unit	\$6.50	\$5.80		
18. Oil Motor 5W20 Full Synthetic Bulk Unit	\$6.95	\$7.01		
19. Oil-Motor SAE30 Case Unit	\$19.00	\$27.71		
20. Antifreeze-55 gallon drum unit	\$419.00	\$383.70		
21. Antifreeze Rotella Extended Life Coolant Drum Unit	\$298.00	\$609.37		
22. Fluid Transmission Dextron IV Case Unit	\$30.20	\$36.12		

24. Lubricant Rust & Corrosion Preventive (WD-40) Cans	\$4.20	\$5.95		
25. Oil Gear EP 80W90 (5 gallon Pail) unit	\$36.80	\$36.12		
26. Oil Gear EP 85/140 (5 gallon pail)	\$36.80	\$39.06		
27. Oil Gear SAE 85W 140 quart unit	\$2.63	\$3.67		
28. Oil-Motor SAE 15W140 Drum Unit	\$358.00	\$330.31		
29. Varsol Drum Unit	\$319.00	\$288.15		
30. Oil-Hydraulic Grade 68 Case Unit	NO BID	NO BID		
31. Oil-Motor SAE 5W30 (Schaffer Blend Product Case	\$3.75	\$3.82		
32. Oil-Motor SAE 5W30 Synthetic Drum unit	\$300.00	\$419.07		
33. Oil-Motor 5W20 Full Synthetic Case Unit	\$28.20	\$28.97		
34. Oil-Motor 5W20 Full Synthetic Drum	\$425.00	\$466.33		

Respectfully Submitted,

Ebony K. Morehead  
Buyer  
06/30/2020



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

**MEMO**

**To:** Carolus Riley  
City Council

**From:** Tim Lewis  
Tax & Revenue Director

**Re:** New for 2020 (July 14, 2020)

**Date:** July 6, 2020

---

**Class A**

**SIESTA, THE**  
**515 N. 3<sup>RD</sup> STREET**  
**MONROE, LA 71201**

**OWNERS: KID BUCK LLC (ANNA DENNY)**

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



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

**MEMO**

**To:** Carolus Riley  
City Council

**From:** Tim Lewis  
Tax & Revenue Director

**Re:** New for 2020 (July 14, 2020)

**Date:** July 6, 2020

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**Class A**

**CATAHOULA'S  
5321 DESIARD STREET  
MONROE, LA 71201**

**OWNERS: CATAHOULA'S OF MONROE, LLC (SHANE SMILEY)**

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

RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR SOFTWARE LICENSES AND FURTHER PROVIDING WITH RESPECT THERETO:**

**WHEREAS**, in preparation for the transition of City Departments and Divisions to the “One-Stop-Shop,” the City desires to enter into an agreement with the South Central Planning and Development Commission, a political subdivision of the State of Louisiana, which will provide software for better employee usability and allow integrated access to these Departments/Divisions;

**WHEREAS**, the Jurisdiction Software Suite will include Permits & Licensing, Customer Portal, Solution Center, Planning & Zoning, Public Works, Community Development, Grant & Loans, GPS, Financial and GIS Software Integration to facilitate the “One-Stop-Shop” business concept for the City of Monroe;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, the Cooperative Endeavor Agreement between the City of Monroe and the South Central Planning and Development Commission, a copy of which is attached hereto and made a part hereof, be and is hereby accepted.

**BE IT FURTHER RESOLVED**, that James E. Mayo, Mayor, be and he is hereby authorized to enter into and execute said Cooperative Endeavor Agreement.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



## COOPERATIVE ENDEAVOR USE AGREEMENT

### SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

This COOPERATIVE ENDEAVOR USE AGREEMENT (this "Agreement") is entered into by and between South Central Planning and Development Commission, a Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish, Louisiana, hereinafter referred to as "SCPDC" and/or Licensor and City of Monroe, a Political Subdivision in the of the State of Louisiana domiciled in Ouachita Parish, hereinafter referred to as Licensee, and describes the terms and conditions pursuant to which SCPDC shall license to Licensee the use of, and provide support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

#### 1. DEFINITIONS

1.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

1.2 "DOCUMENTATION" means any on-line help files, instruction manuals, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time.

1.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

1.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

1.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

1.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

1.7 "SOFTWARE" means the computer software programs specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

1.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

1.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Cooperative Endeavor Use Agreement.

1.10 "License Fee(s)" shall mean all payment due pursuant to this Agreement, including the permit volume package amount and the payments due for the elected add on modules as detailed in Schedule A.

## 2. LICENSE, DELIVERABLES AND COPIES

### 2.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may not develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") without SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to the entity named above. Licensee hereby shall indemnify and hold harmless SCPDC from and against all losses, costs, liabilities and expenses arising out of or relating to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

2.2 DELIVERABLES. SCPDC shall issue to Licensee, as soon as practicable, a web address from where the Licensee can select "jurisdiction login." The login account shall be comprised of a unique username (for instance [john DOE@scpdC.org](mailto:john DOE@scpdC.org)) and password for each user of the system in the employ and under control of Licensee.

2.3 COPIES. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

3. LICENSE RESTRICTIONS. Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

#### 4. LICENSE FEE

4.1 LICENSE FEE. In consideration of the license granted pursuant to Section 2.1. Licensee agrees to pay SCPDC the License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of

paying fees to SCPDC for the term of this agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

4.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

4.3 NO OFFSET. Fees and expenses due from Licensee under this Agreement may not be withheld or offset by Licensee against other amounts owed by SCPDC for any reason.

5. MAINTENANCE AND SUPPORT. Licensee agrees to pay Fees according to Schedule A. For so long as Licensee is current in the payment of all fees in Schedule A, with respect to each software module, Licensee will be entitled to Maintenance and Support for each software module as set forth in Schedule C attached hereto. Failure to pay fees with respect to any software module shall be deemed a material breach of this Agreement and in such event SCPDC shall have the right to terminate the rights granted hereunder with respect to such site for the term of this Agreement.

## 6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

6.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

6.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

6.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

6.4 ALLOCATION OF RISK. The provisions of this Section 6 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

6.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

6.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

6.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

6.8 Licensee shall indemnify and hold SCPDC harmless from and against any costs, losses, liabilities and expenses arising out of third party claims related to any breach by Licensee of this agreement, use of the software, or as a result of the carelessness, negligence or improper conduct of Licensee, its agents, employees or representatives.

## 8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Furthermore, it is understood that the terms of this Agreement reflect consideration received by Licensee in return for being an early user of the Software. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to a public records request pursuant to revised Statute 44:1 et seq., (ii) already in the other party's possession an not subject to a confidentiality obligation, (iii) obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein will prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1, the non-breaching party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## 9. TERM AND TERMINATION

9.1 Term. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years thereafter. The contract will automatically renew for 12-months periods following the end of the initial term unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement is terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1<sup>st</sup> of the following month.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

(c) If the Licensee does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, the Licensee may unilaterally terminate this Agreement. The City will make every effort to give the Licensor thirty (30) days written notice prior to termination. In the event of termination due to a lack of appropriations, Licensee will pay for the services provided by Licensor prior to the effective date of termination.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this agreement, SPCDC warrants that the information stored by SPCDC as a result of Licensee use of the MyPermitNow will be available to Licensee.

10. NON-ASSIGNMENT. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SCPDC, which consent will not be unreasonably withheld or delayed. Subject

to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To: South Central Planning & Development Commission      To: City of Monroe  
Stacey Rowell, Director of Administration

Address: 5058 West Main St.      Address: 400 Lea Joyner Memorial Expressway  
Houma, LA 70360      Monroe, LA 71201

## 12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this



Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 SCPDC'S PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of SCPDC that is required before Licensee may take an action may be granted or withheld in SCPDC's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Louisiana and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonably be withheld.

12.11 DISPUTE RESOLUTION. The parties have entered into this Agreement voluntarily and in good faith. As a result, if any dispute, claim or controversy ("dispute") arises between them, unless otherwise provided in this Agreement, they agree that they will first attempt to resolve the dispute by entering into mediation with a mediator selected from the Panel Members of LAMA.

12.12 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.13 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, except as provided in Section 8.1 with respect to the definition of "Confidential Information."

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF MONROE, LA

SOUTH CENTRAL PLANNING AND  
DEVELOPMENT COMMISSION

By:

By:

James E. Mayo, Mayor

Kevin Belanger, Chief Executive Officer

Date

Date

Witness

Witness

Date:

Date:

**SCHEDULE A**

**COOPERATIVE ENDEAVOR USE AGREEMENT  
South Central Planning and Development Commission and Jurisdiction Government**

**SOFTWARE AND LICENSE FEE**

**A. SOFTWARE USE**

SCPDC'S MyGovernmentOnline Software Modules available for subscription under this agreement are: Permits and Licensing (MyPermitNow), Planning & Zoning, Solution Center (Complaint Management), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

**B. LICENSE FEE**

1. MyGovernmentOnline Module Subscriptions

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration	MONTHLY RATE
0 - 100	\$10.00	\$99.00	\$99.00	\$99.00	\$230.00	\$230.00
101 - 500	\$10.00	\$260.42	\$156.25	\$99.00	\$230.00	\$230.00
501 - 1000	\$10.00	\$500.00	\$300.00	\$99.00	\$230.00	\$230.00
1001 - 2000	\$10.00	\$958.33	\$575.00	\$143.75	\$230.00	\$230.00
2001 - 4000	\$10.00	\$1,833.33	\$1,100.00	\$275.00	\$230.00	\$230.00
4001 - 6000	\$10.00	\$2,500.00	\$1,500.00	\$375.00	\$230.00	\$230.00
6001 - 8000	\$10.00	\$3,166.67	\$1,900.00	\$475.00	\$230.00	\$230.00
8001 - 10000	\$10.00	\$3,750.00	\$2,250.00	\$562.50	\$230.00	\$230.00
10001 - 12000	\$10.00	\$4,250.00	\$2,550.00	\$637.50	\$230.00	\$230.00
12001 - 14000	\$10.00	\$4,666.67	\$2,800.00	\$700.00	\$230.00	\$230.00
14001 - 16000	\$10.00	\$5,000.00	\$3,000.00	\$750.00	\$230.00	\$230.00
16001 - 18000	\$10.00	\$5,250.00	\$3,150.00	\$787.50	\$230.00	\$230.00
18001 - 30000	No Overage	\$5,416.67	\$3,250.00	\$812.50	\$230.00	\$230.00

**ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.**

The Jurisdiction has agreed to the 2001 -- 4000 Permit Volume package. It is understood this will be billed on a levelized billing system of \$1,833.33 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently

subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Planning & Zoning, Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

**Other Fees:**

On-Site Vists: Reimbursement of lodging, transportation and meals.

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: \$100.00 one-time fee; New Credit Card Vendor: \$500.00 one-time fee.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

**SCHEDULE B**

**COOPERATIVE ENDEAVOR USE AGREEMENT  
South Central Planning and Development Commission and Jurisdiction**

**EQUIPMENT SITE, USER NAME, PERSONAL USER NUMBER AND  
PERSONAL ACCESS PASSWORD**

B.1 The following is the Equipment on which Licensees may use the software:

Restricted to computers used by Licensee's personnel in order to accomplish Personnel's job duties via the Internet for access to SCPDC Software, each user having a specially assigned user name and a personal access password.

B.2. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for Personnel account creation requests. Upon completion of the forms the licensee will return the forms to SCPDC or its AGENT and accounts shall be created in the system with information provided on the forms. Users can change the provided password on the form in the software after their first login. The personal user name and personal access password will be maintained in camera and not distributed to the public. Additional personal user names and personal access passwords may be provided upon a written request to SCPDC with the user creation form providing the user name and confirmation that the user is an employee of Licensee is supplied to SCPDC, which will become an addendum to this schedule, such request will not be unreasonably withheld.

**SCHEDULE C**  
**COOPERATIVE ENDEAVOR USE AGREEMENT**  
**South Central Planning and Development Commission and Jurisdiction**

**MAINTENANCE AND SUPPORT**

**DEFINITIONS**

- 1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation.
- 1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function, however the system is still serving Licensee.
- 1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software which causes the system to be down and not serving as designed, or has a significant revenue impact, with no obvious work-around.
- 1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.
- 1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street Houma, LA 70360	8:00 a.m. to 4:30 p.m.

Contact Information

Tel: 1 866 957 3764 Ryan Hutchinson, Information Technology Administrator	E-mail: <a href="mailto:support@scpdc.org">support@scpdc.org</a>
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2. **TERM AND TERMINATION.** SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue for an initial term of two (2) years. Maintenance and Support will automatically renew at the end of the initial term and any subsequent term for a renewal term of one (1) year unless Licensee has provided SCPDC with a written termination notice of its intention not to renew the Maintenance and Support at least ninety (90) days prior to the termination expiration of the then-current term. Termination of Maintenance and Support upon failure to renew will not affect the license of the Software.
3. **MAINTENANCE AND SUPPORT SERVICES.** Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of permit issuance data for permits supported

by MyPermitNow system. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyPermitNow Software as they become available. Upon Licensee's request SCPDC will attempt, so long as practicable, to convert Licensee's current permit data for use with SCPDC Software. Upon Licensee's request SCPDC will, as long as practicable, will perform regularly scheduled exports of Licensee's permit and inspection data to Licensee's database. Within SCPDC's capabilities, SCPDC will perform customization of SCPDC Software based on Licensee's specific jurisdiction. Whenever possible, SCPDC will provide features in the SCPDC Software allowing Licensee to create and search variances and define relationships between variances and permits. SCPDC will provide remote support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports. The client will be expressly forbidden from creating add-ons or feature changes to that version or disclose the source code to any third party.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. Maintenance and Support is available at the following Response Times: (i) Support Call (Tier 3): response time three (3) hours, patch or work-around next day, fixed or documented in next major product release (ii) Support Call (Tier 2): response time six (6) hours, patch or work-around within five days, fixed or documented in next major product release; (iii) Support Call (Tier 1): one (1) business day, problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC.

3.3 ON-SITE ASSISTANCE. At SCPDC's discretion, SCPDC can decide to provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse SCPDC for all related traveling expenses and costs for board and lodging.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates. Causes which are not attributable to SCPDC include but are not limited to:

3.5.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;



- 3.5.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;
- 3.5.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives;
- 3.5.4 Software programs made by Licensee or other parties.
4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:
- 4.1 Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.
- 4.2 Licensee shall provide supervision, control and management of the Use of the Software. In addition, Licensee shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.
- 4.3 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.
- 4.4 Licensee shall maintain a current backup copy of all records and transactions using the SCPDC Software.
- 4.5 Licensee shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.
5. MAINTENANCE FEE. For Jurisdiction the maintenance fees are waived and the license fees cover all costs for maintenance and support for the terms of this Agreement.
06. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's consent, which consent shall not be unreasonably withheld or delayed.

7. Project Abandonment – Should SCPDC abandon development and support of My Permit Now system and can no longer fulfill its contractual obligations pursuant to the Cooperative Endeavor Use Agreement, the last stable source code release of My Permit Now Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.
8. Licensee data – Upon the client's written request, SCPDC agrees to provide all hosted client data to the client electronically once a calendar year in either the existing database format or CSV format. Upon Licensee request, these transfers can be automated to take place on a regular schedule. SCPDC will not be held liable if technical issues disrupt the automatic scheduling of a data transfer. SCPDC will take all reasonable care to safeguard and protect the Licensee's data. Licensee expressly agrees to maintain on its site and under its care a current copy of Licensee's permitting data.

Accepted:

CITY OF MONROE, LA

James E. Mayo, Mayor

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

Witness

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

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

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

Witness

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

**RESOLUTION**

**STATE OF LOUISIANA**

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

**CITY OF MONROE**

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

**A RESOLUTION AUTHORIZING THE RENEWAL OF A SELF-FUELING PERMIT AT THE MONROE REGIONAL AIRPORT TO CENTURYTEL SERVICE GROUP LLC, WHEREIN PERMIT WILL BE FOR A PERIOD OF TWELVE MONTHS AND FURTHER PROVIDING WITH RESPECT THERETO.**

**BE IT RESOLVED**, by the City Council of the City of Monroe, Louisiana, in legal session convened, that a Self-Fueling Permit may be issued to CenturyTel Service Group, LLC, d/b/a CenturyLink, and the same is hereby renewed for a period of twelve months.

**BE IT FURTHER RESOLVED**, that James Mayo, Mayor, be and is hereby authorized to execute said Self-Fueling Permit with CenturyTel Service Group, LLC, d/b/a CenturyLink, a copy which is attached hereto.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**SELF-FUELING PERMIT**

STATE OF LOUISIANA

CITY OF MONROE

KNOW ALL MEN BY THIS ACT AND THESE PRESENTS that on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the City of Monroe represented by James Mayo, Mayor, hereinafter referred to as "City," grants unto CenturyTel Service Group, LLC, d/b/a CenturyLink, represented herein by Jeff Storey and/or Kevin B. Harper, hereinafter referred to as "Permittee," a Self-Fueling Permit subject to the following terms and conditions:

1.

This Self-Fueling Permit is issued pursuant to Section 7-50 of Chapter 7 of the City of Monroe Code, which provides conditions for the sale and storage and gasoline at Monroe Regional Airport and the Minimum Standards for Commercial Aeronautical Activities of the Monroe Regional Airport, subject to any amendments thereto. Permittee is not an authorized commercial operator and is not permitted to sell any type of gasoline or aviation fuel to the public. Permittee is only authorized to fuel Permittee's own aircraft.

2.

Permittee is authorized to install and maintain its fueling equipment at the following locations:

As further described in Annex, A which is attached hereto and made a part hereof.

This Self-Fueling Permit does not allow Permittee to install or maintain fueling equipment on any other premises or at any other location. A separate permit is required for any additional locations or premises.

3.

This permit shall be for a term of twelve months, commencing on the 1st day of \_\_\_\_\_, 2020, and expiring on the last day of \_\_\_\_\_, 2021.

4.

Permittee agrees as consideration for this agreement to pay to City a minimum of \$200.00 per year or four cents (\$0.04) per gallon (whichever is greater) on all gasoline or other fuel delivered to Permittee at the Monroe Regional Airport. The amount of this flowage fee is subject to change, at any time, by amendment to City ordinances, authorized changes to the Minimum Standards, or any other authorized action by the Monroe City Council or the Mayor, and Permittee shall be bound to pay such changed flowage fee from the effective date of the change. Payment of the flowage fee for all fuel delivered to Permittee at the Monroe Regional Airport must be made within thirty (30) days after such delivery. Permittee shall furnish City monthly statements showing all such deliveries in reasonable detail. The term "gasoline" shall include, but shall not be limited to, all aviation and jet fuels regardless of any generic or common name(s).

5.

Permittee shall have the right to use its premises, ramp space, and the immediately adjacent apron to conduct its self-fueling operations. Any use of Airport facilities must be conducted in accordance with all rules and regulations adopted by and/or promulgated by the City.

6.

In order to maintain a standard of uniformity consistent with the general type of architecture and planning of the Airport, Permittee shall not make any additions, improvements or alterations whatsoever at the Monroe Regional Airport without written approval of the City.

7.

Permittee agrees to observe and obey any rules and regulations of the City and the Federal Aviation Administration with respect to the use of the Airport. Permittee further agrees to abide by all the rules and regulations of the City and the Federal Aviation Administration with respect to the storage and dispensing of gasoline and other petroleum products. Permittee is required to abide by all applicable ordinances, laws, and regulations, including , but not limited to, all City of Monroe ordinances, the City of Monroe's Minimum Standards for Commercial Operators (as amended from time to time), state and federal laws, and state and federal regulations related to the delivery of fuel, dispensing of fuel, fuel storage and safety, and any other law or regulation applicable to fueling operations or self-fueling.

8.

Permittee agrees to fully indemnify, defend and save and hold harmless the City of Monroe from and against all claims and actions, and all reasonable expense incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property caused by the fault or negligence of Permittee, its agents or employees, in the use or occupancy of premises at the Monroe Regional Airport and arising out of the conduct of its business and self-fueling operation at said Airport; and provided further that the City shall give Permittee prompt and reasonable notice of any such claims or actions and the Permittee shall have the right to investigate, compromise and defend same. Permittee agrees to carry and keep in force public liability insurance covering personal injury and property damage and such other insurance as may be necessary to fully protect the City from such claims and actions aforesaid and to furnish the City the proper certificates certifying that such insurance is in force and that City of Monroe is a named insured in amounts meeting or exceeding minimums as specified in abovementioned Sections of City of Monroe Code and the Minimum Standards.

9.

Permittee shall not grant or assign any of the rights provided in this Permit to any other party without first obtaining the written consent of the City.

10.

This Permit and all provisions thereof shall be subject to and subordinate to any and all rights of the United States of America resulting from the terms and conditions set forth in the Deed of Acquisition by which the City of Monroe acquired title to Selman Field from the United States of America.

11.

Failure to abide by the terms and conditions of this permit, failure to abide by any applicable law or regulation, or violation of any applicable safety rule or standard, may result in the immediate termination of this permit without further action by the Monroe City Council.

12.

Permittee acknowledges that it agrees to the terms and conditions of this permit, that it is familiar with and will abide by all applicable laws, regulations, and standards (including any amendments thereto), and that it will not conduct any operations not expressly authorized by this permit.

IN WITNESS WHEREOF, this Agreement is executed in the presence of the undersigned competent witnesses on the date first above written.

WITNESSES:

**CITY OF MONROE**

\_\_\_\_\_  
\_\_\_\_\_

BY: JAMES MAYO, MAYOR

WITNESSES:

**CENTURYTEL SERVICE GROUP,  
LLC, D/B/A CENTURY LINK**

\_\_\_\_\_  
\_\_\_\_\_

BY: KEVIN B. HARPER

CENTURYTEL SERVICE GROUP, LLC,  
D/B/A CENTURY LINK

ANNEX A

From the intersection of the East line of Operations Road (80 ft. wide) and the South line of "A" Street (80 ft. wide); run thence easterly along the South line and the projection thereof of "A" Street for a distance of 385.57 feet; run thence Southerly at right angles to the South line of "A" Street a distance of 171.85 feet to the North edge of the existing concrete hardstand; run thence Easterly along the North edge of said hardstand and at right angles to last course a distance of 313.16 feet to the Northeast corner of said hardstand and at right angles to last course a distance of 530 feet to the POINT OF BEGINNING; continue thence Southerly along the East edge of said hardstand a distance of 100 feet; and from this point and from the POINT OF BEGINNING run Easterly between parallel lines both of which are at right angles to the East edge of existing hardstand a depth of 30 feet.



RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE RENEWAL OF A SELF-FUELING PERMIT AT THE MONROE REGIONAL AIRPORT TO MONROE HANGARS, INC. WHEREIN PERMIT WILL BE FOR A PERIOD OF TWELVE MONTHS AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED**, by the City Council of the City of Monroe, Louisiana, in legal session convened, that a Self-Fueling Permit may be issued to Monroe Hangars, Inc., and the same is hereby renewed for a period of twelve months.

**BE IT FURTHER RESOLVED**, that James Mayo, Mayor, be and is hereby authorized to execute said Self-Fueling Permit with Monroe Hangars, Inc., a copy which is attached hereto.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

SELF-FUELING PERMIT

STATE OF LOUISIANA

CITY OF MONROE

KNOW ALL MEN BY THIS ACT AND THESE PRESENTS that on this, the \_\_\_\_ day of \_\_\_\_\_, 2020, the City of Monroe represented by James E. Mayo, Mayor, hereinafter referred to as "City," grants unto Monroe Hangars Inc., represented herein by Mike Mitcham, hereinafter referred to as "Permittee," a Self-Fueling Permit subject to the following terms and conditions:

1.

This Self-Fueling Permit is issued pursuant to Section 7-50 of Chapter 7 of the City of Monroe Code, which provides conditions for the sale and storage and gasoline at Monroe Regional Airport and the Minimum Standards for Commercial Aeronautical Activities of the Monroe Regional Airport, subject to any amendments thereto. Permittee is not an authorized commercial operator and is not permitted to sell any type of gasoline or aviation fuel to the public. Permittee is only authorized to fuel Permittee's own aircraft.

2.

Permittee is authorized to install and maintain its fueling equipment at the following locations:

As further described in Annex, A which is attached hereto and made a part hereof.

This Self-Fueling Permit does not allow Permittee to install or maintain fueling equipment on any other premises or at any other location. A separate permit is required for any additional locations or premises.

3.

This permit shall be for a term of twelve months, commencing on the 1st day of \_\_\_\_\_, 2020, and expiring on the last day of \_\_\_\_\_, 2021.

4.

Permittee agrees as consideration for this agreement to pay to City a minimum of \$200.00 per year or four cents (\$0.04) per gallon (whichever is greater) on all gasoline or other fuel delivered to Permittee at the Monroe Regional Airport. The amount of this flowage fee is subject to change, at any time, by amendment to City ordinances, authorized changes to the Minimum Standards, or any other authorized action by the Monroe City Council or the Mayor, and Permittee shall be bound to pay such changed flowage fee from the effective date of the change. Payment of the flowage fee for all fuel delivered to Permittee at the Monroe Regional Airport must be made within thirty (30) days after such delivery. Permittee shall furnish City monthly statements showing all such deliveries in reasonable detail. The term "gasoline" shall include, but shall not be limited to, all aviation and jet fuels regardless of any generic or common name(s).

5.

Permittee shall have the right to use its premises, ramp space, and the immediately adjacent apron to conduct its self-fueling operations. Any use of Airport facilities must be conducted in accordance with all rules and regulations adopted by and/or promulgated by the City.

6.

In order to maintain a standard of uniformity consistent with the general type of architecture and planning of the Airport, Permittee shall not make any additions, improvements or alterations whatsoever at the Monroe Regional Airport without written approval of the City.

7.

Permittee agrees to observe and obey any rules and regulations of the City and the Federal Aviation Administration with respect to the use of the Airport. Permittee further agrees to abide by all the rules and regulations of the City and the Federal Aviation Administration with respect to the storage and dispensing of gasoline and other petroleum products. Permittee is required to abide by all applicable ordinances, laws, and regulations, including, but not limited to, all City of Monroe ordinances, the City of Monroe's Minimum Standards for Commercial Operators (as amended from time to time), state and federal laws, and state and federal regulations related to the delivery of fuel, dispensing of fuel, fuel storage and safety, and any other law or regulation applicable to fueling operations or self-fueling.

8.

Permittee agrees to fully indemnify, defend and save and hold harmless the City of Monroe from and against all claims and actions, and all reasonable expense incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property caused by the fault or negligence of Permittee, its agents or employees, in the use or occupancy of premises at the Monroe Regional Airport and arising out of the conduct of its business and self-fueling operation at said Airport; and provided further that the City shall give Permittee prompt and reasonable notice of any such claims or actions and the Permittee shall have the right to investigate, compromise and defend same. Permittee agrees to carry and keep in force public liability insurance covering personal injury and property damage and such other insurance as may be necessary to fully protect the City from such claims and actions aforesaid and to furnish the City the proper certificates certifying that such insurance is in force and that City of Monroe is a named insured in amounts meeting or exceeding minimums as specified in abovementioned Sections of City of Monroe Code and the Minimum Standards.

9.

Permittee shall not grant or assign any of the rights provided in this Permit to any other party without first obtaining the written consent of the City.

10.

This Permit and all provisions thereof shall be subject to and subordinate to any and all rights of the United States of America resulting from the terms and conditions set forth in the Deed of Acquisition by which the City of Monroe acquired title to Selman Field from the United States of America.

11.

Failure to abide by the terms and conditions of this permit, failure to abide by any applicable law or regulation, or violation of any applicable safety rule or standard, may result in the immediate termination of this permit without further action by the Monroe City Council.

12.

Permittee acknowledges that it agrees to the terms and conditions of this permit, that it is familiar with and will abide by all applicable laws, regulations, and standards (including any amendments thereto), and that it will not conduct any operations not expressly authorized by this permit.

IN WITNESS WHEREOF, this Agreement is executed in the presence of the undersigned competent witnesses on the date first above written.

**WITNESSES:**

**CITY OF MONROE**

\_\_\_\_\_  
\_\_\_\_\_

BY: JAMES E. MAYO, MAYOR

**WITNESSES:**

**MONROE HANGARS, INC.**

\_\_\_\_\_  
\_\_\_\_\_

BY: MIKE MITCHAM

MONROE HANGARS, INC.

ANNEX A

Commence at a point on the South end of Runway Number 35 and the North end of abandoned taxi-way, said point being the centerline. Proceed in a Southerly direction down the center of the abandoned taxiway, a distance of 525.10 feet to the North end of abandoned runway; thence with and angle 95 degrees to the right, measure in a Westerly direction, a distance of 752.87 feet along the North end of abandoned runway; thence an angle of 95 degrees to the left, measure a distance of 150.60 feet; thence an angle of 95 degrees to the right, measure a distance of 200 feet to the POINT OF BEGINNING; thence continuing in the same direction a distance of 30 feet; thence an angle of 90 degrees to the left, measure a distance of 200 feet; thence an angle of 90 degrees left, a distance of 30 feet; thence an angle of 90 degrees left, a distance of 200 feet to the POINT OF BEGINNING. Said property being 0.14 acres more or less.

**RESOLUTION**

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE AMENDMENT REQUEST #1, BETWEEN THE CITY OF MONROE AND GARVER LLC, FOR A CONTRACT INCREASE IN THE AMOUNT OF \$43,668.69 OF RUNWAY 14-32 EXTENSION – PHASE 1 CONSTRUCTION – PERIMETER ROAD AND FENCE RELOCATION 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, is hereby authorized to execute any and all documentation in connection with Amendment Request #1 between the City of Monroe and Garver LLC, for a contract increase in the amount of \$43,668.69 of said project at the Monroe Regional Airport.

**BE IT FURTHER RESOLVED** that said Amendment Request #1 is attached hereto and made a part hereof.

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 \_\_\_\_\_, 2020.

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

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



4701 Northshore Drive  
North Little Rock, AR 72118

TEL 501.376.3633  
FAX 501.372.8042

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

April 7, 2020

Mr. Ron Phillips, Director  
Monroe Regional Airport  
5400 Operations Drive  
Monroe, Louisiana 71203

Re: Runway 14-32 Extension – Phase 1 Construction – Perimeter Road and Fence Relocation  
AIP 3-22-0033-037-2018  
Garver Amendment Request #1

Dear Mr. Phillips:

The Runway 14-32 Extension – Phase 1 project has been completed and Garver is preparing close out documents to submit to the FAA and LaDOTD. As you are aware the construction contract time was amended several times to give Merrick, LLC additional time to complete the project. The original contract documents included 200 calendar days to complete the project. However due to weather delays an additional 136 days were added. Garver provided on site construction observation for the project and the extended construction duration required Garver's on site representative to work additional hours in order to observe all construction activities taking place. These additional hours resulted in a cost overrun for construction observation services in the amount of \$7,317.74 over the contract amount.

Garver also provided construction administration services throughout the duration of construction. The additional time added to the contract required Garver to prepare additional reports and other construction documents. These additional services resulted in a cost overrun of for construction administration services in the amount of \$29,959.65.

In addition, Garver's original contract amount for construction materials testing was based on an estimated amount of \$30,679.60. During construction the actual amount of construction materials testing was \$37,070.90. Based on the overruns associated with construction materials testing, construction administration, and construction observation, Garver requests a total contract amendment in the amount of \$43,668.69. A table outlining the amended contract amount is shown on the following page.

WORK DESCRIPTION	ORIGINAL FEE AMOUNT	AMENDMENT NO. 1 FEE AMOUNT	REVISED FEE AMOUNT	FEE TYPE
Construction Materials Testing Services	\$30,679.60	\$6,391.30	\$37,070.90	Cost
Construction Administration Services	\$49,000.00	\$29,959.65	\$78,959.65	Hourly
Construction Observation Services	\$203,680.00	\$7,317.74	\$210,997.74	Hourly
<b>TOTAL FEE</b>	<b>\$283,359.60</b>	<b>\$43,668.69</b>	<b>\$327,028.29</b>	

I have attached Garver's final invoice for this project which reflects the requested amendment. Please contact me if you have any questions regarding this request.

Sincerely,

GARVER



Blake Roberson, P. E.  
Senior Project Manager



RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO AN AGREEMENT WITH EVENTBOOKING.COM, LLC AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the Community Affairs Department desires to enter into an agreement with Eventbooking.com, LLC;

**WHEREAS**, the Community Affairs Department met with several vendors on its needs for web-based event booking/venue operations and determined that Eventbooking.com, LLC best met its needs; and

**WHEREAS**, Eventbooking.com, LLC will provide a software application designed for the Community Affairs Department to enter, manage, and track various Community Affairs related information such as contracts, daily activities, rentals, etc.

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

That James E. Mayo, Mayor of the City of Monroe, is hereby authorized to execute the attached Service Agreement between the City of Monroe and Eventbooking.com, LLC.

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 \_\_\_\_\_, 2020.

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

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

[eventbooking.com](http://eventbooking.com)

## Service Agreement

for City of Monroe, Louisiana

# eventbooking

THIS SERVICE AGREEMENT is effective upon signature and entered into by and between **The City of Monroe, Louisiana** with offices at 400 Lea Joyner Expressway, Monroe, LA 71201 (hereinafter, the "Customer"), and **Eventbooking.com, LLC**, a Tennessee Limited Liability Corporation, whose current address is 2575 Willow Point Way, Suite 109, Knoxville, TN 37931, USA (hereinafter, "EB"). In the event of a conflict with any pre-existing agreement between EB and Customer, this agreement shall prevail.

## **SERVICES PROVIDED**

EB will provide:

- Access to a set of integrated web-based services via the web domain or other similar address.
- Full hosting of software, including 24/7 server support, daily backups of data, and maintenance of the servers
- All required Operating System updates, patches and required software licenses

## **TERMS OF AGREEMENT**

This Agreement is for a term beginning on **July 17, 2020** and ending on **April 30, 2023**.

## **TERMINATION**

If the Customer does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, Customer may unilaterally terminate this Agreement. Customer will make every effort to give the EB thirty (30) days written notice prior to termination. In the event of termination due to a lack of appropriations, Customer will pay for the services provided by EB prior to the effective date of termination.

## **GOVERNING LAW**

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

## **TERMS OF PAYMENT**

Payment is made in advance for each year's subscription. Payment for annual subscription fees for year one is due upon signing of this Agreement, and is prorated for the nine-month period of August 2020 - April 2021. In subsequent years, payment for annual fees will be due on May 1 of each year. Payment amounts for years one, two, and three are defined in the pricing section below; these do not include the optional items listed below for additional services or integrations.

# Pricing

All prices are in US Dollars and do not include any taxes.

**Year One Costs**

*An invoice for this amount will be issued once this agreement has been signed.*

SUBTOTAL

▼ **\$23,000.00**

Description	Price
<b>Base Account: VenueOps Subscription Annual Fee</b> <i>(prorated for 9 months, August 2020 - April 2021)</i>	
<i>Venues:</i>	
- Monroe Civic Center	\$7,500.18
<i>Monroe Civic Center Arena B. D. Robinson Conference Hall Monroe Convention Center Jack Howard Theatre</i>	
- Louisiana Purchase Gardens & Zoo	\$1,499.94
- Downtown RiverMarket & Development	\$749.97
- Community Centers	\$749.97
<i>B.J. Washington Boxing and Fitness Community Center Emily Parker Robinson Powell Street Community Center Henrietta W. Johnson Community Center Lillier Maddox Marbles Community Center Saul Adler Community Center Harvey H. Benoit Community Center</i>	
- Masur Museum	\$749.97

- Golf Courses  
Chennault Park Golf Course  
Forsythe Park Golf Course (The MUNY) \$749.97

- Included:  
Unlimited Users \$0.00  
Unlimited Online Training and Consultation  
Unlimited 24/7 Tech Support (web, email, and phone)  
Automatic System Updates  
Servers, Hosting Fees and Maintenance  
90 Day "Love Your Software" Money Back Guarantee

Account Set-Up Fee (\*one-time fee) \$7,000.00

2 Day On-Site Training (\*one-time fee) \$4,000.00

- Includes 2 trainers for 2 days.  
- Does not include travel expenses, these will be invoiced as incurred.

## Year Two Costs

*This payment will be due on May 1, 2021.*

SUBTOTAL

▼ \$16,000.00

Description	Price
<b>Base Account: VenueOps Subscription Annual Fee</b>	\$16,000.00
Venues:	
- Monroe Civic Center	
- Downtown RiverMarket & Development	
- Louisiana Purchase Gardens & Zoo	
- Community Centers	
- Masur Museum	
- Golf Courses	

# Year Three Costs

*This payment will be due on May 1, 2022.*

SUBTOTAL



\$16,000.00

## Description

## Price

### Base Account: VenueOps Subscription Annual Fee

Venues:

- Monroe Civic Center
- Downtown RiverMarket & Development
- Louisiana Purchase Gardens & Zoo
- Community Centers
- Masur Museum
- Golf Courses

\$16,000.00

## Agree / Accept:

*For quicker processing, we recommend e-signing by clicking "E-Accept" below.  
Otherwise, you may download a PDF version of this Service Agreement to sign  
on the lines below.*

**Signed:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**OR E-SIGN BELOW (PREFERRED)**

## **Carolus Riley**

---

**From:** Donald Simpson  
**Sent:** Wednesday, June 24, 2020 4:48 PM  
**To:** Carolus Riley  
**Cc:** Reginald Brown  
**Subject:** Council agenda  
**Attachments:** OPSO LPR Bid.pdf; VFP locations.PNG

Carolus,

I would like to place an item on the agenda for the next council meeting.

The Monroe Police Department is requesting permission to purchase (5) Virtual Fence Platform Units (hardware, devices, subscriptions and services) at a cost of \$10,982.00 each. The total cost for the hardware and three years of service is \$43,928.00 and will be paid out of the Police Capital account (2008-3000-2400 6700.001).

Two of the units are \$5,491 because they will be shared with West Monroe Police Department.

The Ouachita Parish Sheriff's Office (OPSO) was awarded a grant (LCLE Grant # 5075) through Victim's Assistance Program that covers 60% of the cost of the units and service. The OPSO went out for bids and Vigilant Solutions was awarded the bid with a cost of \$27,455.00 per unit. With the grant the cost per unit for participating jurisdictions is \$10,982.00. Several jurisdictions are joining the OPSO as part of a Cooperative Endeavor Agreement. Attached are the OPSO Invitation to bid and a list of the locations Monroe PD would place the VFP units.

**Donald Simpson**  
**Monroe Police Department**  
**1810-B Martin Luther King Jr Dr**  
**Monroe, LA 71202**  
**318.812.0388 Phone**  
**318.329.2881 Fax**  
**donald.simpson@ci.monroe.la.us**

You can easily judge the character of a man by how he treats those who can do nothing for him.



To: Donald Simpson <Donald.Simpson@dm.kenner.la.us>

Monroe Police Department	South Second Street and Winnboro Road	32.483644,-92.082900	2
Monroe Police Department	US Highway 165 at Rendwick Street	32.513750,-92.080754	2
Monroe Police Department	Trailer Unit	N/A	
Monroe Police Department / West Monroe Police Department	Louisville Avenue Bridge	32.505354,-92.125830	2
Monroe Police Department / West Monroe Police Department	Desiard Street Bridge	33.500443,-92.119499	2

License Plate Reader Camera Systems \$27,455 per unit, 50% to grant

40% - 10,982.00 per location. = 43,928.00 total

---INVITATION TO BID---

REFERENCE: OPSO VFP PURCHASE – 2020

DATE/CLOSING TIME OF BIDS: APRIL 3, 2020 AT 10:00 A.M.

PLACE: OUACHITA PARISH SHERIFF'S OFFICE – 400 ST. JOHN ST., SUITE 109, MONROE, LA  
71201

**SEALED BIDS ARE REQUESTED ON A GENERAL VIRTUAL FENCE PLATFORM (VFP) FOR THE  
OUACHITA PARISH SHERIFF'S OFFICE, SUBJECT TO THE CONDITIONS OF THIS INVITATION.**

1. This invitation is supplied in duplicate. Submit one copy of the completed bid in a properly addressed envelope clearly designating the above reference information. The duplicate copy is to be retained by the bidder. The completed bid packet must include a properly executed Bidder Certificate.
2. Please find bid related information/materials and place electronic bids at [www.bidexpress.com](http://www.bidexpress.com).
3. The bid forms must be signed by an officer of the bidding firm who is legally authorized to bind the firm.
4. The Ouachita Parish Sheriff's Office reserves the right to waive defects and informalities in bids, to reject any and all bids, or to accept any proposals as may be deemed in its best interest as per RS 38:22.
5. All bids shall be effective for thirty days from the date of opening. Bids may not be withdrawn during the thirty day period from the opening date. Vendors who receive a bid packet, but do not wish to submit a bid should return the packet Bidder Certificate clearly marked "NO BID".
6. VFP manufacturer trade names, where shown herein, are for descriptive purposes only and are to be used to guide the bidder in determining the quality, design, and performance desired by the purchaser. VFP manufacturer trade names are not meant to be used to exclude any proposed equipment that meets or exceeds the specifications cited on the attached Bid Specifications Sheet.

7. State of Louisiana, Parish and local sales taxes are not applicable to any purchases made for use of the Ouachita Parish Sheriff's Office. Bids submitted should not include any such sales taxes. Sales tax exemption certificates will be furnished as requested.
8. The bid price should be listed on the Bidder's Certificate attached. This price should include any out of state taxes and all fees that the Ouachita Parish Sheriff's Office is obligated to pay.
9. Information pertaining to any item or condition in this request may be obtained by contacting Deputy Sharon Bacle at the Ouachita Parish Sheriff's Office (318) 410-2415.
10. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save harmless the Ouachita Parish Sheriff's Office from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction or part of the work covered by either order or contract; and the bidder further agrees to indemnify and save harmless the Ouachita Parish Sheriff's Office from suit or action of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, or for any of the acts of contractor, his servants or agents.
11. All manufacturer's warranties and guarantees will apply to the equipment/system purchased and be transferred to the Ouachita Parish Sheriff's Office.

**THE FOLLOWING ADDITIONAL CONDITIONS MUST ALSO BE MET FOR THIS BID**

1. This bid is for a General Virtual Fence Platform along with all unit platform/server and unit hardware requirements as specified in the attachment to this invitation.
2. Bids received after the time date established above will be returned to the sender unopened.
3. Bids may be submitted electronically, mailed or hand delivered. Mailed and hand delivered bids should be in a sealed envelope and clearly marked "OPSO VFP PURCHASE – 2020". Hand delivered bids should be brought to the Ouachita Parish Sheriff's Office at 400 St. John St., Suite 109, Monroe, LA 71201. Electronic bids can be submitted at [www.bidexpress.com](http://www.bidexpress.com).
4. In setting forth the specifications, options and accessories for the VFP to be purchased, it is our intention and desire to offer equal opportunity to all bidders,

within the framework of standards of quality and design herewith established. Where special options/accessories are referred to and company names are used, these are to be for information purposes for the VFP only, and are not intended to restrict bidding. All options/accessories desired on the VFP to be purchased are presumed equally available to all manufacturers and have been set forth as a guideline to assure the Sheriff's Office that VFP offered for sale meet the Sheriff's Office needs. Bidders desiring to change/substitute options/accessories must show the substitution in their bid and must submit proof that the substitution is of equal or better quality than those specified in this invitation.

5. In order to be considered, your bid must be accompanied by a thorough description of the VFP operating system and equipment offered for sale, including a complete listing of options/accessories. The Sheriff's Office reserves the right to inspect the VFP before purchasing. The winning bidder must make the VFP available for delivery to the Ouachita Parish Sheriff's Office within 120 days after receipt of award notification and within 14 days after receipt of a purchase order. If the VFP is deemed to be defective, damaged or otherwise not in good working order will be rejected.
6. Contract award, if made, will be to the responsive and responsible bidder who offers the lowest cost in accordance with the specifications set forth in the bid packet.

**NOTICE TO BIDDERS**  
**OPSO VFP PURCHASE-2020**

Sealed bids will be received by the Ouachita Parish Sheriff's Office prior to April 3, 2020, at 10:00 AM on the following:

**GENERAL VIRTUAL FENCE PLATFORM (VFP)**

Bid packets received subsequent to April 3, 2020 at 10:00 A.M., will be rejected.

Specifications for the above equipment are on file and may be obtained upon request from Dy. Sharon Bacle, Purchasing Agent, Ouachita Parish Sheriff's Office, 400 St John St., Suite 109 Monroe, LA 71201, Phone (318) 410-2415.

Bid information can be also be obtained and bids submitted electronically at [www.bidexpress.com](http://www.bidexpress.com). Vendor bids hand delivered or mailed must be sent to the Ouachita Parish Sheriff's Office at 400 St. John St., Suite 109 in Monroe, LA 71201.

Vendors wishing to bid will be asked to price the specific item listed in the bid packet on the Bidder Certificate. The winning bid will be awarded to the responsive and responsible bidder who offers the lowest cost in accordance with the specifications set forth in the bid packet.  
**THE BID WILL BE AWARDED TO ONE AND ONLY ONE VENDOR.**

Each bid submitted should be sealed and clearly marked "OPSO VFP PURCHASE – 2020".

Notice is further given that all bids received in a timely manner will be publicly opened and read aloud at a meeting on April 3, 2020 at 10:00 A.M. at the Ouachita Parish Courthouse Annex Building, Patrol Briefing Room, 400 St. John St., Suite 109, Monroe, Louisiana.

The Ouachita Parish Sheriff's Office reserves the right to reject any and all bids.

Sheriff Jay Russell  
Ouachita Parish Sheriff's Office

By: Dy. Sharon Bacle, Purchasing Agent

**OUACHITA PARISH SHERIFF'S OFFICE  
BID SPECIFICATIONS FOR - OPSO VFP PURCHASE -- 2020**

**This bid is for a General Virtual Fence Platform (VFP) as described below:**

**General Virtual Fence Platform (VFP) Unit Platform/Server Requirements**

1. The VFP server shall provide a centralized database in which to store, maintain, access and disseminate all VFP records (including LPR/Facial Recognition/Ballistics Imaging Detections, Hits, Hot-List records, and User accounts) and the architecture of the Server's hardware & software combination shall allow for the necessary scale to most any contemplated number of simultaneous VFP system and User connections
2. The VFP server shall incorporate a fixed LPR (i.e. pole/trailer mounted) system configuration utility that shall allow primary configuration of all VFP fixed camera system applications. This includes primary configuration points of the entire application including alert settings, alert controls, system notifications, process server database attributes and credentialing, data storage, camera name, camera location, camera schedule, Administrative Alerts, and Alert profiles. The VFP server system management utility shall have the capability to export definitive connection files in order to streamline the process of connecting each in-field VFP LPR camera system to the server.
3. The VFP server software shall be a web-based application that provides secure accessibility to the VFP database of stored records to authenticated users. The web pages shall support existing LAN, WLAN, VLAN, and any other network topography existing within the Law Enforcement network.
4. The VFP server shall provide all features and functions (including Administrative, Management and User activities) to be configurable, managed, and accessed via web application including: 1) All User administration including permissions and account management; 2) Complete in-field VFP remote system configuration; 3) Reporting functionality including but not limited to audit logs, productivity statistics; and 4) All data query transactions.
5. The VFP server shall provide a hierarchy of user roles including a system Administrator, Agency or user group, and standard User. Each role shall be afforded flexible permissions granted in the format of a 'Top Down' approach from Administrator to user group manager, to User.
6. The VFP server shall be capable of supporting most any contemplated number Agencies (or User groups) with isolated LPR account(s) in which to manage LPR systems and User data access. If granted by the Administrator, the Agency (or User group) account shall function independently on the server or integrate with other Agency accounts (or User groups).
7. The manufacturer shall offer hosted VFP server access that shall be made available to the client at no direct charge. The hosted solution shall offer the client full use and access of the VFP server and shall provide the ability to share LPR data with other Agencies (LEA user groups) also utilizing the hosted VFP server. The centralized hosted physical server rack (and therefore software application and data storage residence) must be in a Class I (or better) FBI audited datacenter.
8. The manufacturer shall demonstrate a single tested/documented VFP server to successfully provide at least 100 simultaneous web-based User logins and 700 simultaneously processing VFP system connections (~1,500 VFP cameras), with credentials and configuration provided by the Administrator and/or Agency (User group) manager.
9. The VFP server shall provide complete LPR data sharing capabilities amongst Police department or Agency accounts residing on the VFP server. This shall be Administrator/Agency manager controlled and shall

afford the Agency account the right (with Administrative permission) to share Hot-List, Hit, and Vehicle Detection data, or remain isolated such that only the Agency (User group) remains self-contained and does NOT share its respective VFP data.

10. The VFP server software shall be designed and configured to allow for mobile phone based LPR units to capture primary vehicle detection data and transmit such data to the VFP server for access by VFP users with Administration/Manager granted permissions. This capability should be demonstrated against LPR software operating on both iPhone and Android smart phones.
11. The VFP server must be proven (tested and/or documented) to collect, store, and manage over 1 Billion LPR vehicle Detection records on a single server. This is required to satisfy the expected demands of use.
12. The VFP server shall afford permissions granted by the Agency (User group) manager to each User that will allow/disallow data access to LPR Hits and Hit notifications depending on the relevance of the User's role with respect to the sensitive VFP data considered. This means that the User permissions scheme may allow/disallow any given User of the VFP server to access Hit data (and therefore sensitive Hot-List data) based on management discretion. The Agency (User Group) manager shall also be capable of disseminating permissions for all server utility on a User by User basis, therefore allowing resulting in 100% permission based User roles.
13. The VFP server shall allow the VFP Users the following VFP system utilities at a minimum: 1) Server Administration; 2) Agency or User group configuration; 3) In-Field VFP System Configuration (All configuration points); 4) Statistical Dashboards; 5) Server Auditing; 6) In-Field VFP Software Updates; 7) Hot-List management (both static and dynamic); 8) Detection module; 9) Hit List module; 10) Mapping Service and Event Density Map; and 11) VFP Data sharing module
14. The VFP server shall allow Hot-List management that include: 1) Single plate Hot-List Record entry; 2) Multiple record Hot-List batches; and 3) Automated Hot-List update subscriptions both locally and remote.
15. The VFP server shall incorporate a Dashboard utility. The Dashboard Utility shall allow the User to view system and server productivity as measured by Hot-List volumes, Detection and Hit volumes, and Accuracy ratios. Measurement of Dashboard statistics shall be in the form of pie charts or bar graphs or raw data, and shall allow filters by Agency (User group), by User, by VFP system, by system type, and based on selected Hot-Lists. The Dashboard utility shall allow the User to export reports for all data in both PDF and Excel formats as a minimum.
16. The VFP server shall provide a proprietary feature known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
17. The VFP server shall offer a proprietary feature in its LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent LPR data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
18. The VFP server shall offer a proprietary feature known as Stakeout allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

## General Virtual Fence Platform (VFP) Unit Hardware Requirements

1. LPR Cameras to be used for these VFP Units must be compact and rugged camera for fixed applications. The LPR camera must be able to meet a scan range of 15-120 ft / 4.5-36.5 m. The cameras must offer high definition (HD) resolution to enable the camera to be used for multiple lane LPR scan capture where available. The cameras must be environmentally sound, easy to install and deploy and provide a standard 3 year manufacturer's warranty.
2. In addition, the minimum camera features must include:
  - Single cable power-over-Ethernet (POE) installation
  - Compact sleek design
  - 2MP
  - Low power consumption
  - Dual OCR IR/Color
  - Automated speed calculation option
  - Full-featured and well-documented API
  - Outdoor rated, IP67
  - Remote management
  - Web Control Motorized zoom
  - Automatic focus
3. The Facial Recognition provided in the VFP must:
  - Analyze more than 350 facial vectors.
  - Be easy to import images and build gallery.
  - Utilize Industry standard matching algorithm.
  - Offer enhancement tools for low and medium quality images.
  - Provide tool to extract and import still images from video clips.
  - Offer output specialized reports for case files.
  - Create randomized photo arrays for investigations.
  - Search any gallery by name, gender, race, or age range.
  - Send images into agency "No Match Gallery"
  - Can verify identities in the field by capturing an image and comparing it against facial recognition databases.
  - Provide real-time field intelligence to enhance efficiencies during routine patrol.
  - Receive alerts and have facial recognition capabilities in areas where fixed cameras or desktop applications cannot be deployed.
  - Available for Android and IOS
4. The required Ballistics collection services must provide:
  - USB-powered compact and easy-to-use scanning device
  - Desktop and mobile ready unit
  - 5 MP ultra-sharp sensor with multi-angle LEDs for 3d model creation of the cartridge case of interest
  - Fast image capture in approximately one minute per cartridge case
  - Ruggedized and durable storage and carrying case



- Adjustable X, Y, Z axis adjustments for accurate image capture
  - 360-degree rotation for cartridge case orientation.
  - Self-centering, spring-loaded cartridge case holder
5. In special cases, the VFP will not have available infrastructure to mount LPR cameras. In these limited cases, a portable trailer will be utilized. The required trailer will offer the following:
- Speed Trailer with Speed Display and License Plate Reader.
  - Battery Powered for up to two weeks with solar panels for extended deployment.
  - Must Operate in 100% Relative Humidity
  - 2 each – IR/Color LPR Cameras
  - Full Radar System with Over Speed Flashing
  - 18" Speed Displays/Signs (example 25 or 55 mph)
  - Processor and Wireless Transmitter for Data
  - Monitoring Software (Pricing to include yearly updates, license & maintenance)
  - Warranty and Extended Warranty and Maintenance
  - Battery Charger in Trailer
  - GPS of Trailer
  - Hardware for Input at the Trailer
  - Secured Wireless Transmission



**Quote For:**

**OPSO VFP PURCHASE - 2020**

**Attn: Dy. Sharon Bacle, Purchasing Agent**

**Reference:**


**Virtual Fence Platform Unit pricing**

**Quoted By:**

**Vigilant Solutions, LLC, Greg Skelly, Regional Sales Manager**

**Date: 03-23-20**

**Be Smart. Be Safe. Be Vigilant.**

	<p style="text-align: center;"><b>Vigilant Solutions, LLC</b>  1152 Stealth Street  Livermore, California 94551  (P) 925-398-2079 (F) 925-398-2113</p>	<p style="text-align: center;"><b>Be smart. Be safe.  Be Vigilant.</b></p>
Issued To:	Dy. Sharon Bacle, Purchasing Agent	Date: 03-23-20
Project Name:	OPSO VFP PURCHASE - 2020	Quote ID: GPS-1234-10

## **PROJECT QUOTATION**

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:  
**Virtual Fence Platform (VFP) Unit Hardware, Devices and Services**

### **General Description:**

Leveraging multiple imaging systems and database technologies, Vigilant Solutions will provide the North Delta Law Enforcement Planning District VFP Units for deployment around the member Parishes and Cities with the main purpose to protect the communities as a whole. These Virtual Fence Platform (VFP) Units will leverage innovative and essential intelligence solutions for law enforcement that will greatly enhance policing efforts. The VFP Unit will include intelligence products that can solve crimes, prevent crimes before they occur, and improve the overall safety for the officers and the public that they serve. Additionally, these VFP units will be designed to collect, organize and share data to approved and credentialed law enforcement personnel across a single platform - making intelligence readily accessible and easy to use.

The VFP Unit will meet the established requirements for this bid and will provide the following:

- Fixed LPR Camera System, utilizing a High Definition Fixed LPR camera (standard wavelength) with Varifocal lens for capture of up to 120'
- Required comms box and mounting brackets to manage all power and networking communications for a minimum of two (2) fixed LPR cameras at each location.
- All fixed LPR will feed to a centralized, web-based LPR server providing all agencies in the North Delta District with their own hosted/managed LPR account. These accounts will be the Central repository for all LPR data acquired by each LPR system and offer an extensive suite of LPR data analytics via online web access.
- The central hosted server will provide automated LPR software update management, plate searching, mapping, data mining utilities to search by location, associated vehicles to a Vehicle of Interest, and summary location analysis reports - showing the most popular and most recent locations of suspect vehicle.
- The hosted solution will provide full administrative security with management auditing, Plug-N-Play capabilities to an unlimited number of other hosted LPR systems.
- The VFP Unit will NOT require server hardware or server maintenance.
- All access, software and warranties cover a basic standard three year (36 month) period.
- VFP Unit will come with a LPR alert delivery software that is accessible to all agencies and users on unlimited basis.
- Real-Time LPR notification and mapping software will send LPR alerts to any in-network PC over all communication protocols including LAN, WAN, internet wireless, etc.
- All required Installation, Start Up & Configuration of Hosted/Managed Server Accounts will be provided.
- All initial training and education will be provided as part of the VFP bundle. Additional training will be made available online via webinars or teleconferences and can also be scheduled for in person seminars for the North Delta District law enforcement body.
- As part of the VFP Bundle, all participating North Delta District agencies will be provided access to national, commercial LPR database for the full length of the standard period covered.
- VFP will provide access to all commercially acquired national vehicle location data and will seamlessly integrate with the hosted LPR accounts established for authorized agency personnel.
- All participating North Delta District agencies will be provided access to a nationally hosted facial recognition program with an established Image Gallery of more than 15 million current booking records and gallery photos. This access will be provided to all participating agencies and will also make available the ability to share any images loaded to the Image Gallery by the individual departments.

- All participating North Delta District agencies are provided access to Vigilant Solutions' CrimeSearch solution – providing officers, investigators, analysts, and agency command staff the ability to quickly query all of their contributing databases via a single-source geo-based investigative search tool, and providing timely and actionable information by harnessing all of the available digital information to the individual agencies.
- All participating North Delta District agencies will be provided access to Vigilant Solutions' BallisticSearch solution – with a hosted/managed account for ballistic comparison, logging and identification for agencies. Each department will be provided 'Agency Manager' access for user management, gallery management, management auditing, and more. This access will be provided under the standard basic service period as discussed above and will provide access to national cartridge case gallery.
- This access will allow each agency to perform searches of cartridge cases against the agency's/national gallery for matching and to link crimes using ballistic evidence and/or confirm if a recovered weapon(s) matches collected ballistic evidence.
- The access for each department does NOT require server hardware and will NOT require server maintenance.
- For field collection of data, Four (4) cartridge case scanning devices will be provided for the District.

Qty	Item #	Description
Each	VFP-100-03	• Virtual Fence Platform Unit Hardware, Devices, Subscriptions and Services
<b>Subtotal Price (Excluding sales tax)</b>		<b>\$27,455.00 ea</b>

**Quote Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 120 days.
2. Above offered Pricing will be available provided District purchases minimum of 70% of projected proposal hardware and services total.
3. Start-up and installation services included in this proposal.
4. All hardware, services and warranty will be based on previously discussed locations and member requirements. All additions, changes and modifications will need to be mutually agreed upon.
5. Central compute resource hardware sold separately unless explicitly stated above.
6. All hardware components and services have standard three (3) year warranty/subscription period.
7. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
8. Software is manufactured under strict Vigilant Solutions standard.
9. Compliance to local codes neither guaranteed nor implied.
10. This Quote is provided per details provided by District. Should a VFP location not be acceptable or viable, vendor will work with member agency to find suitable alternative location(s).
11. This Quote does not include anything outside the above stated bill of materials. If location requires additional hardware or services outside this quotation, costs for said hardware/services will be approved and agreed upon before any work will be conducted.
12. Per discussion with Director Rigdon, should selected location(s) not provide needed infrastructure to deploy, a secondary location can be utilized.
13. As an alternative, Portable 2-camera LPR trailers will be made available to participating members. The number of portable 2-camera LPR trailers will not exceed a total of five(5).

**BIDDER CERTIFICATE**

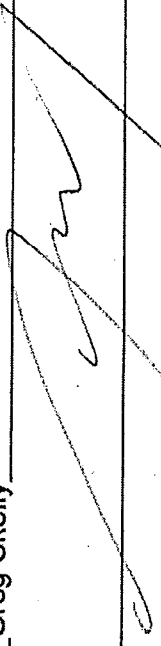
**THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER**

In compliance with the **INVITATION TO BID ON - OPSO VFP PURCHASE – 2020**; in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish the Virtual Fence Platform System in totality as detailed in the bid specification sheet, upon which prices are quoted.

The equipment shall be made available for delivery to the Ouachita Parish Sheriff's Office within 120 days after receipt of award notification and within 14 days after receipt of a purchase order.

**FIRM NAME:**  Vigilant Solutions, Inc., LLC

**BY:**  Greg Skelly

**SIGNATURE:**   3/23/20

**TITLE:**  Regional Sales Manager, South East US

**ADDRESS:**  Livermore

California, 94551

**DATE:**  March 23, 2020

**BID AMOUNT:**  Price per VFP is \$27,455.00 each

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND TRAXLER CONSTRUCTION COMPANY, FOR THE MTS FACILITY BUS WASH REPLACEMENT PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Traxler Construction Company, for the MTS Facility Bus Wash Replacement Project, be and at the same time is hereby accepted as substantially complete.

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

**BE IT FURTHER RESOLVED** that James E. Mayo, Mayor, be and he is authorized and empowered to execute a certificate of substantial completion with Traxler Construction Company on behalf of the City of Monroe for said work.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. 199456

Project: **MTS Facility Bus Wash Replacement**

CONTRACTOR: Traxler Construction Co.

Current Contract For: \$494,350.13

Contract Date: January 16, 2020

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

To \_\_\_\_\_  
City of Monroe

OWNER

And

To \_\_\_\_\_  
Traxler Construction Co.

CONTRACTOR

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

July 1, 2020

Date of Substantial Completion

A tentative list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of **CONTRACTOR** to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by **CONTRACTOR** within 45 days of the above date of Substantial Completion.

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

-----  
The responsibilities between **OWNER** and **CONTRACTOR** shall be as follows:

**RESPONSIBILITIES:**

**OWNER:** Normal operation and maintenance

**CONTRACTOR:** Provide a 1 year warranty of materials and workmanship.

-----

The following documents are attached to and made a part of this Certificate: **Punch List**

-----

**ACCEPTED BY OWNER:** City of Monroe

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

-----

**EXECUTED BY ENGINEER:**

**S. E. HUEY CO.**



BY: \_\_\_\_\_ Date: July 1, 2020

-----

The **CONTRACTOR** accepts this Certificate of Substantial Completion on \_\_\_\_\_, 2020

**Traxler Construction Co.**  
**CONTRACTOR**

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



**FINAL PUNCH LIST**  
**JUNE 23, 2020**  
**MTS FACILITY BUS WASH REPLACEMENT**  
**700 WASHINGTON STREET**  
**MONROE, LA 71201**

1. Repair bus wash hose, brushes that were damaged through recent wash cycle; verify that new bus wash is functioning properly.....\$5,000.00
2. Modify high-pressure spray nozzles for tires only; adjust pressure on high spray.....\$1,000.00
3. Remove and replace existing plates in grated area, as specified in Change Order #1.....\$1,000.00
4. Cut off anchor bolts for new rails, covers; all bolt extensions to be neat in appearance.....\$500.00
5. Provide Owner with Operation & Maintenance manuals, as required by specifications....\$1,000.00
6. Provide & install (3) grounding rod covers, as specified in Change Order #1.....\$1,500.00
7. Provide As-Built set of Plans to Owner.....\$500.00
8. Verify Owner is properly trained in O&M of bus wash system & O/W separator.....\$1,000.00
9. Verify that existing washdown pit is cleaned out of soil, debris.....\$300.00
10. Furnish and install plastic engraved nameplate for each and every disconnect switch. Nameplate must indicate the equipment served by the switch.....\$500.00
11. All unused outlets within the Bus Wash area shall have a cover-plate. Electrical Contractor (EC) shall furnish and install a blank cover-plate of matching finish over empty outlet boxes.....\$500.00
12. Two (2) GFCI receptacles on bus-wash side of shall be removed. EC shall wire-nut existing conductors in outlet box to ensure outlets downstream remain active. EC shall provide gasketed blank metal plate over empty outlet boxes.....\$1,500.00
13. According to Owner, yellow warning lights that come on during wash cycle stop at completion of gantry brush washing, and don't come back on during under-chassis wash and dryer cycle. Contractor shall consult with Wash Equipment Vendor (N/S). Re-programming of the System's Controllers may fix this issue or either contact relays may be required with additional control wiring.  
.....\$1,500.00
14. The installation of a new 400 Amp, 3-pole circuit breaker in Existing Main Dist. Panel "MDP", has been performed. EC shall provide plastic engraved nameplate adjacent to the New 400/3 Circuit Breaker, stating its function: WASH BAY DIST. PANEL "DPWB"  
.....\$200.00
15. New Dist. Panel "DPWB" has been installed. EC shall accomplish the following:
  - A. Provide engraved nameplate at top-center of panel stating: "Dist. Panel "DPWB" 400A. 120/208V, 3-PH, 4-W.....\$200.00
  - B. Label each branch Circuit Breaker w/ plastic engraved nameplate, stating the breaker's use.  
.....\$200.00
  - C. Wipe down and/or use compressed air to blow-out remove dust and dirt from all circuit breaker handles.....\$100.00
  - D. Wipe down front, sides, and top of distribution panel to remove dust, dirt, and caulking.  
.....\$100.00
  - E. Vacuum and/or blow-out with compressed air all dust, dirt, and debris from inside distribution panel enclosure.....\$100.00

**Total     \$16,200**

# 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 ACCEPTING THE BASE BID OF WOMACK BROTHERS, LLC, IN THE AMOUNT OF \$250,046.45 FOR THE GRAMMONT TANK LIGHTING PROJECT, AND FURTHER AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that the bid of Womack Brothers, LLC, in the amount of \$250,046.45 for the Grammont Tank Lighting Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received.

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

**BE IT FURTHER RESOLVED** that James E. Mayo, Mayor, be and he is authorized and empowered to execute a contract with Womack Brothers, LLC, on behalf of the City of Monroe for said work.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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



**LAZENBY**  
& ASSOCIATES, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS

2000 NORTH 7TH STREET  
WEST MONROE, LA 71291  
TEL. 318/387-2710  
FAX 318/387-2718

June 29, 2020

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

RE: Grammont Tank  
Lighting  
City of Monroe  
L & A, Inc. Project No. 18E031.01

Dear Ms. Golden:

A bid opening was held at the City of Monroe Purchasing Department for the referenced project on June 10, 2020 at 2:15 PM. Enclosed please find the bid tabulation of the two (2) bids received on the project. The responsible low bidder was determined to be Womack Brothers, LLC, with a bid in the amount of Two Hundred Fifty Thousand, Forty-Six and 45/100 (\$250,046.45).


They have committed to meet the DBE Goal of 1.44%. The required paperwork is also attached to this transmittal.

We recommend that this project be awarded to Womack Brothers, L.L.C.

Should you have any questions concerning the enclosed document or the project in general, please feel free to contact me.

Sincerely,

LAZENBY & ASSOCIATES, INC.

  
James S. Ellingburg, P.E.

Enclosure

JSE/dg

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORSHILL, P.E. • KEVIN E. CROSBY, P.E., P.L.S.  
J. RYAN SPILLERS, P.E. • RANDY C. HAMMONS, P.E. • JOSHUA D. HAYS, P.E.  
RONALD J. RIGGIN, P.E., P.L.S. • JAMES S. ELLINGBURG, P.E.

BID TABULATION

City of Monroe  
Grammont Tank Lighting

L & A PROJECT NO. 18E031.01

June 10, 2020

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	Womack Brothers, LLC		Wye Electric, Inc.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	LED Tank Lighting	Lump Sum	\$207,063.47	\$207,063.47	\$209,000.00	\$209,000.00	\$209,000.00
2	Lightning Protection	Lump Sum	\$42,232.84	\$42,232.84	\$78,000.00	\$78,000.00	\$78,000.00
3	Project Sign	Lump Sum	\$750.14	\$750.14	\$1,000.00	\$1,000.00	\$1,000.00
Amount of Bid:				\$250,046.45		\$288,000.00	\$288,000.00

EVALUATED AND CERTIFIED CORRECT BY:

*James S. Ellingburg*  
James S. Ellingburg, P.E.  
June 10, 2020



CITY OF MONROE - ENGINEERING DEPARTMENT

FEBRUARY 2017

CHECKLIST - POST BID – PRE AWARD DOCUMENTS  
(10-DAY FORMS)

IN ACCORDANCE WITH STATE BID LAW LSA-RS:38:2212 B (3)(a) THE CITY OF MONROE REQUIRES THE APPARENT LOW BIDDER TO COMPLETE AND SUBMIT THE FOLLOWING FORMS WITHIN TEN (10) DAYS FOLLOWING THE BID OPENING

SUBMIT THE FORMS IN A SEALED ENVELOPE ADDRESSED AND MARKED AS REQUIRED FOR THE BID.

- 1. ATTESTATIONS AFFIDAVIT – LSA-RS 38:2227
- 2. NON-COLLUSION DECLARATION
- 3. Non-Collusion and Non-Solicitation Affidavit
- 4. CITY SALES TAX COMPLIANCE RESEARCH FORM
- 5. BIDDER'S CERTIFICATION – NONDISCRIMINATION AND EMPLOYMENT OPPORTUNITIES
- 6. BIDDER'S CERTIFICATION OF NONSEGREGATED FACILITIES
- 7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY
- 8. SUBCONTRACTOR'S CERTIFICATION – NONDISCRIMINATION AND EMPLOYMENT OPPORTUNITIES
- 9. Statement of Bidders Qualifications
- 10. Legal Hire
- 11. DBE FORMS AS FOLLOWS:
  - a. Demonstration of Good Faith Efforts - Statement of MBE/WBE/DBE Utilization (H-19B-1)
  - b. Letter of Intent (H-19B-rev)
  - c. FORM CS-6AAA Bidders Assurance of DBE Participation (G-10)
  - d. ATTACHMENT TO FORM CS-6AAA (G-11)
  - e. SCHEDULE "C" – Schedule of DBE Participation

f. If DBE Participation on Schedule "C" does not meet the DBE Goal for the project, Contractor must demonstrate Good Faith Effort with the following additional documentation:  
DBE GOOD FAITH DOCUMENTATION (G-14 & G-15)

IN ACCORDANCE WITH STATE BID LAW LSA-RS: 38:2212 B (3)(a) FAILURE TO MAKE TIMELY SUBMISSION  
WILL RESULT IN THE BID BEING DISQUALIFIED AS NON-RESPONSIVE.

Grammont Tank Lighting

Name of Project

18E031.01

Project No.

STATE OF LOUISIANA

PARISH OF Orachity

**ATTESTATIONS AFFIDAVIT**

Before me, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

**L.A. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- |   |   |
|---|---|
| (a) Theft (R.S. 14:67)                        | (f) Bank fraud (R.S. 14:71.1)                             |
| (b) Identity Theft (R.S. 14:67.16)            | (g) Forgery (R.S. 14:72)                                  |
| (c) Theft of a business record (R.S.14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)             | (i) Malfeasance in office (R.S. 14:134)                   |
| (e) Issuing worthless checks (R.S. 14:71)     |   |

**L.A. R.S. 38:2212.10 Verification of Employees**

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

Granmond Tank Lighting  
Name of Project

18 E031.01  
Project No.

L.A. R.S. 23:1726(B) Certification Regarding Unpaid Workers Compensation Insurance

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding / proposing entity.

Womack Brothers, LLC  
NAME OF BIDDER

David Hays Womack  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

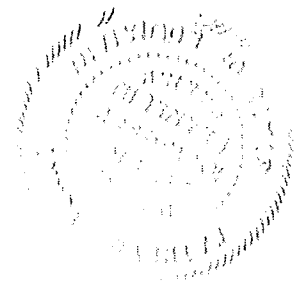
4/11/2020  
DATE

President  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

[Signature]  
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER/AFFILIANT

Sworn to and subscribed before me by Affiant on the 11 day of June, 2020.

Kate Pitt  
Notary Public  
#154962  
KATHRYN PYLE  
NOTARY PUBLIC  
STATE OF LOUISIANA  
#154962  
#154962



NON COLLUSION DECLARATION

A sworn statement shall be submitted in the form of an affidavit as indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths. The original of such sworn statement shall be submitted by the successful bidder after the Award of Contract.

Affidavit

State Project Number: 18E631.01 (if applicable)  
Name of Project: Greentown Tank Lighting  
Parish: Ouachita  
Womack Brothers, LLC (an individual) (a partnership) (a corporation)

certify that:

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant, and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

WITNESSES:

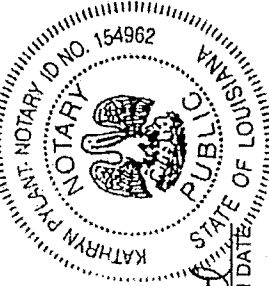
Victoria Lamphong

Signed: [Signature] (an individual) (a partnership) (a corporation)

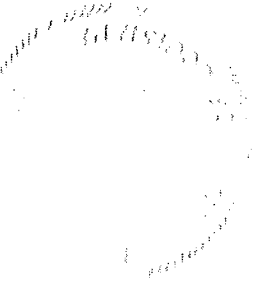
By David Hays Womack  
Title President

Parish or county Ouachita  
State of Louisiana

Subscribed and sworn to before me this 11 day of June 2020



[Signature]  
NOTARY PUBLIC (signature)  
Kathryn Plant  
NOTARY PUBLIC (printed name)  
154962  
NOTARY PUBLIC NUMBER  
@ death  
EXPIRATION DATE



Non-Collusion Declaration



NON-COLLUSION AND NON-SOLICITATION AFFIDAVIT

State of Louisiana, City of Monroe

David Hous Womack, being first duly sworn, (Name of Authorized Representative of Bidder) President (Owner, Partner, Officer, Representative, or Agent) Womack Brothers, LLC, the Bidder, and that (Name of Bidder)

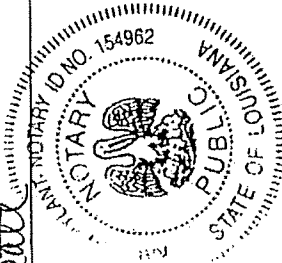
the Bidder has submitted the accompanying Bid for the construction of above Contract, a public project of the City of Monroe Louisiana;

- (1) He is fully informed respecting the preparation and contents of the Bid and of all pertinent circumstances respecting the Bid;
(2) The Bid is genuine and is not a collusive or sham Bid;
(3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder firm or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any Bidder, firm or person to fix the price or prices in the Bid or the Bid price of any other Bidder ; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
(4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit; and
(5) That he has employed no one person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.
(6) This affidavit is executed in compliance with the provisions of Louisiana Revised Statutes 38:2219

Blidder Womack Brothers, LLC
By [Signature]
Title President

Subscribed and sworn to before me
This 11 Day of June, 2020 at Rayville, LA

My commission expires 9 days
[Signature]



Seal

APPARENT LOW BIDDER SHALL SUBMIT WITHIN 10-DAYS OF BIDS. DO NOT SUBMIT WITH BID



**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: 10/11/2020

Business Name: WOMACK BROTHERS, LLC

List any other names this business has used in the past: TOP HAND SERVICES

Business Address: 3580 Hwy 425 City: Rayville State: LA Zip: 71269

Contact Name: HAYS WOMACK Phone: 318-334-3288

Fax No.: N/A Email: hwomack@tophandbilfieldservices.com

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

**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

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

Business Cleared?

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

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

BIDDER'S CERTIFICATION  
NONDISCRIMINATION AND EMPLOYMENT OPPORTUNITIES

Local Public Body: City of Monroeville  
Project Number: 18EB21.01 Project Name: Government Tank Lighting  
Proposed Bidder: Womack Brothers, LLC  
Address: 3500 Hwy 425, Rayville, LA 71267 Telephone Number: 318-334-3288

The undersigned certifies that:

1. The Contractor will comply with the requirements of Executive Order 11246 as stated in the Supplemental General Conditions: Federal Requirements which are a part of the contract under this project.
2. The Contractor / has  has not participated in a previous contract or subcontracts subject to Executive Order 11246. State previous contract:  
\_\_\_\_\_

When compliance reports were required, the Contractor / has / has not filed all compliance reports due in connection with such contract or subcontract.

The contractor agrees to obtain the submit to the Local Public Body for each proposed subcontractor or lower tier subcontract or a Subcontractor's Certification: Nondiscrimination and Employment Opportunities. The certification shall be submitted prior to the approval of any subcontractors or lower tier subcontractor by the Local Public Body.

The Equal Employment Opportunity Officer for the company is Hays Womack

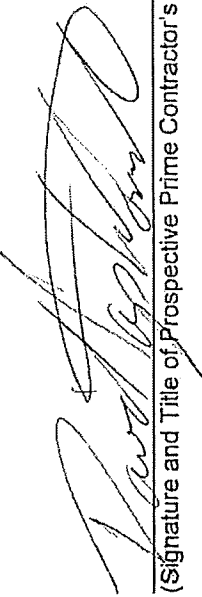
10/11/2020  
Date

By:   
Signature

David Hays Womack - President  
Type or Print Name and Title

PROSPECTIVE PRIME CONTRACTOR'S (BIDDER)  
CERTIFICATION OF NON-SEGREGATED FACILITIES

I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any locations under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

  
(Signature and Title of Prospective Prime Contractor's Representative) President

David Hays Nomack - President  
(Printed or Typed Name and title of Prospective Prime Contractor's Representative)

Nomack Brothers, LLC

3580 Hwy 425

Rainville, LA 71269  
(Names and Address of Prospective Prime Contractors)

City of Monroe

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Monroe. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Monroe, the City may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of CFR, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space \_\_\_\_\_.



Signature of the Bidder or Proposer Authorized Official

David Haus Wonnack - President

Name and Title of the Bidder or Proposer Authorized Official

FEDERAL ID # 46-2912200

6/11/2020  
Date

City of Monroe

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

*Instructions for Certification*

1. By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:

**"Certification Regarding Debarment, Suspension, and Other Ineligibility"**

The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (1) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Louisiana Department of Transportation and Development (LA DOTD), and the City of Monroe may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to the City of Monroe if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City of Monroe for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City of Monroe.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the LA DOTD, and the City of Monroe may pursue available remedies including suspension and/or debarment.

SUBCONTRACTOR'S CERTIFICATION  
NONDISCRIMINATION AND EMPLOYMENT OPPORTUNITIES

Local Public Body: City of Monroe Project Name: Government Tank Lighting  
Project Number: 18E031.01  
Proposed Bidder: Custom Automated Controls, Inc  
Address: 2019 Jefferson Terrace Telephone Number: 337-369-1523  
New Iberia, LA. 70560

The undersigned certifies that:

1. They will comply with the requirements of Executive Order 11246 and Section 3 of the HUD Act of 1968 as stated in the Supplemental General Conditions: Federal Requirements which is a part of our contract with the Prime Contractor.
2. We (have/ ~~have not~~) participated in a previous contract or subcontract which was subject to the Executive Order 11246 and/or Section 3 of the HUD Act of 1968. State previous contract: \_\_\_\_\_ When compliance reports were required, we (had / had not) filed all compliance reports due in connection with such contract or subcontract.

We agree to obtain and furnish to the Prime Contractor for transmittal to the Local Public Body for each lower tier subcontract a Subcontractor's Certification: Nondiscrimination and Employment Opportunities. The Certification shall be submitted to the Local Public Body.

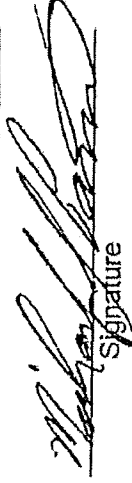
The Equal Employment Opportunity Officer for the company is Michael

Wattigny

6-12-20

Date

By:

  
Signature

Michael J. Parich, Sr.

Vice President

Type or Print Name and Title

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

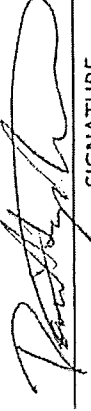
1. Name of Bidder.
2. Permanent office address and telephone number.
3. Date organized.
4. If a corporation, date incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?  
If so, where and why?
9. Have you ever defaulted on a contract?  
If so, where and why?
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ \$ 75,000

15. Give Bank reference(s).

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Monroe?

17. The undersigned hereby authorized and requests any person, firm or corporation to furnish any information requested by the City of Monroe in verification of recitals comprising this Statement of Bidder's Qualifications.

Date at \_\_\_\_\_ this 11<sup>th</sup> day of June, 2020.



SIGNATURE

President

TITLE



## Statement of Bidder's Qualification

Questions are answered in the order presented in the original Statement of Bidder's Qualification sheet.

1. Womack Brothers, LLC
2. 3580 Hwy 425, Rayville, LA 71269
3. March 25, 2013
4. N/A
5. 7 years
6. Contracts on Hand:
  - a. 431-PA18-005 - \$266,035 – 10/31/2020
  - b. 431-PA20-005 - \$243,178 – 9/30/2020
  - c. 431-PA20-004 - \$179,830 – 7/31/2020
7. Oilfield construction, building construction,
8. No
9. No
10. Completed Jobs:
  - a. 431-PA19-002 - \$110,609 – 7/31/2019
  - b. 431-PA19-005 - \$107,289 – 9/5/2019
  - c. Oak Grove Water Treatment Plant - \$45,101
11. Our company has more than the necessary equipment to complete this project; we have also ensured our equipment will be available during this project.
12. Over the past 7 years, we have gained experience in various types of construction work.
13. Our owners have been hands-on in all of our jobs since we started.
14. \$75,000
15. Ouachita Valley Federal Credit Union-Ron Purdy
16. Yes

LEGAL HIRE AFFIDAVIT

LA. R.S. 38:2212.10 Verification of Employees

STATE OF Louisiana  
PARISH/COUNTY OF Orachita

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish or county aforesaid, personally came and appeared David Hays Womack (name/print or type) representing Womack Brothers, LLC (company/print or type), 3580 Hwy 425, Rayville, LA 71269 (mailing address/print or type)

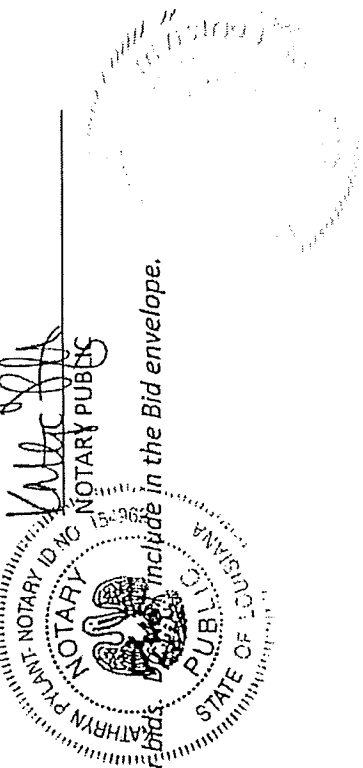
who, being by me first duly sworn deposed and said that he or she has read and signed this Affidavit and he/she does hereby attest, under oath, as follows:

- A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (A) and (B).

Prospective bidder or representative to sign and type or print name below signature \_\_\_\_\_

Affiant - Signature [Signature]  
Printed Name DAVID HAYS WOMACK

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11 day of June, 2020.



\*Submit to Owner within 10 days after bids. *(Seal is included in the Bid envelope.)*

DEMONSTRATION OF GOOD FAITH EFFORTS

MBE/WBE/DBE UTILIZATION:

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner, [please check the appropriate space]

The bidder/offeror is committed to a minimum of, 1.44 % MBE/WBE/DBE utilization on this contract.

The bidder/offeror, [if unable to meet the MBE/WBE/DBE goal of \_\_\_\_%], is committed to a minimum of \_\_\_\_% MBE/WBE/DBE utilization of the contract and should submit documentation demonstration good faith efforts.

Name of bidder/offeror's firm: Womack Brothers, LLC

State Registration No. \_\_\_\_\_  
By [Signature] \_\_\_\_\_ President \_\_\_\_\_  
[Signature] Title

Pages H-19-B rev. and H-19B1 should be provided as part of the solicitation documents.

LETTER OF INTENT

NAME OF BIDDER/OFFEROR'S FIRM:

Name Warrick Brothers, LLC Phone 318-334-3288  
Address 3580 Hwy 425

Rayville, LA 71269

NAME OF MBE/WBE/DBE FIRM:

Name LOTT'S DISTRIBUTING Co Phone 318-649-6133  
Address P.O. Box 179, 129 Ball Park Road  
Columbia, LA 71418

Description of work to be performed under agreement with MBE/WBE/DBE firm:

Supply Materials for ballards -  
Cement (quickcrete) ~ 30 bags  
5 ballards  
yellow paint  
#5 rebar

The bidder/offeror is committed to utilizing the above name MBE/WBE/DBE firm for the work described above. The estimated dollar value of this work is \$ 3,605.00.

Affirmation:

The above named MBE/WBE/DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

\* Travis Potts Owner 6-19-2020  
Signature of MBE/WBE/DBE Contractor Title Date

If the bidder/offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void. [Submit this page for each MBE/WBE/DBE subcontractor]

FORM CS-6AAA  
 BIDDERS ASSURANCE OF DBE PARTICIPATION

S.P.#	Contract Amount: \$	250,644,46
F.A.P.#	DBE Goal Percentage	1.447b
Letting Date:	DBE Goal Dollar Value: \$	\$ 2,000,001

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- The Project goal will be met or exceeded.
- A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached. DBE Goal Participation Amount \_\_\_\_\_ % \$ \_\_\_\_\_

The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRM(S)	INTENDED SUBCONTRACT PRICE <sup>1</sup>
Potts Distributing	\$ 3,005.00

<sup>1</sup>For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for DBE that do not perform a commercially useful function.

NAME OF CONTRACTOR	WORMACK BROTHERS LLC
AUTHORIZED SIGNATURE	<i>[Signature]</i>
TYPED OR PRINTED NAME	DAVID HAYS WORMACK
TITLE	PRESIDENT
CONTRACTOR'S DBE LIAISON OFFICER (typed or printed name)	HAYS WORMACK
PHONE NUMBER	318-334-3288
DATE	6/11/20
TAX ID#	46-2912200

04/11

G-10





Proof of payment (cancelled checks both sides) and agreements made to DBEs for work materials, supplies or services related to the specific project is required to be submitted to the City of Monroe by the Contractor.

All agreements between the contractor and DBE shall be in writing and conform to the standards outlined in the City of Monroe's DBE program, or to the satisfaction of the City of Monroe.

The contractor will submit DBE reports as required by the City of Monroe for monitoring DBE participation efforts.





**Top Hand Services**  
3680 Hwy 426  
Rayville, LA 71269  
318-355-5708

Quachita Valley FCU  
1420 Natchitoches Street  
West Monroe, LA 71292  
847-6023111

8501

PAY TO THE  
ORDER OF \_\_\_\_\_

**VOID**

\$ \_\_\_\_\_

DOLLARS



MEMO

Top Hand Services

⑆311176021⑆ 1103480016⑆ 8501

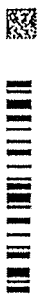
8501

**VOID**

Top Hand Services

8501

**VOID**  
**RECORD**  
**MENT**





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 ROSHONDA JOHNSON ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT B, SQ 37, LAYTON'S 2<sup>ND</sup> ADDITION, OUACHITA PARISH, 1104 LOUISE ANNE AVE., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 1, 2010, AND FURTHER WITH RESPECT THERETO**

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

Lot B, SQ. 37, Layton's 2<sup>nd</sup> Addition  
1104 Louise Anne St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #59097

was adjudicated to the City of Monroe, Louisiana for non-payment of 2009 Ad Valorem Taxes by Adjudication Deed dated and filed July 1, 2010 in Conveyance Book 2218 at page 212 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2009 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Earnistine C. Williams, Roosevelt D. Williams and Raymond Williams, and

**WHEREAS**, the City of Monroe has made efforts to contact Earnistine C. Williams, Roosevelt D. Williams and Raymond Williams by registered mail and notification published in the News Star with no response, and

**WHEREAS**, Roshonda Johnson wishes to purchase said property from the City of Monroe.

**WHEREAS**, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Roshonda Johnson has paid Two Thousand One Hundred Forty-one and 20/100 (\$2,141.20) which includes One Thousand Five Hundred Thirty-four and 45/100 (\$1,534.45) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Earnistine C. Williams, Roosevelt Williams and Raymond Williams with no response; the City of Monroe desires to sell to Roshonda Johnson the property described as follows:

Lot B, SQ. 37, Layton's 2<sup>nd</sup> Addition  
1104 Louise Anne St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #59097

**ORDINANCE INTRODUCED on the \_\_\_\_ day of July 2020.**

**NOTICE PUBLISHED on the \_\_\_\_ day of \_\_\_\_\_, 2020.**

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 \_\_\_\_\_, 2020.

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

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

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

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

ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO CHANDRA ISBY-MELANCON ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 13, BLOCK 38, UNIT 4, SHERROUSE PARK ADDITION, OUACHITA PARISH, 509 DARBONNE ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 5, 2012, AND FURTHER WITH RESPECT THERETO:**

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

Lot 13, Block. 38, Sherrouse Park Addition, Unit 4  
509 Darbonne St.  
District 3  
Ouachita Parish, Monroe, Louisiana  
Parcel #10440

was adjudicated to the City of Monroe, Louisiana for non-payment of 2011 Ad Valorem Taxes by Adjudication Deed dated and filed July 5, 2012 in Conveyance Book 2294 at page 739 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2011 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Jacqueline R. Walker, and

WHEREAS, the City of Monroe has made efforts to contact Jacqueline R. Walker by registered mail and notification published in the News Star with no response, and

WHEREAS, Chandra Isby-Melancon wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Chandra Isby-Malancon has paid Two Thousand Four Hundred Fifty-five and 99/100 (\$2,455.99) which includes One Thousand Eight Hundred forty-nine and 24/100 (\$1,849.24) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Jacqueline R. Walker with no response; the City of Monroe desires to sell to Chandra Isby-Melancon the property described as follows:

Lot 13, Block. 38, Sherrouse Park Addition, Unit 4  
509 Darbonne St.  
District 3  
Ouachita Parish, Monroe, Louisiana  
Parcel #10440

ORDINANCE INTRODUCED on the \_\_\_\_ day of July 2020.

NOTICE PUBLISHED on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

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

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

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

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 STEPHEN COLLINS ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 8, BLOCK 1, J. ARTHUR SMITH'S SUBDIVISION OF LOTS 9, 10, 11, 12 AND 13 OF BLOCK 5 OF TERMINAL HEIGHTS ADDITION, OUACHITA PARISH, 104 WILSON ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 22, 2011, AND FURTHER WITH RESPECT THERETO**

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

Lot 8, Block 1, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition  
104 Wilson St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #45200

was adjudicated to the City of Monroe, Louisiana for non-payment of 2010 Ad Valorem Taxes by Adjudication Deed dated and filed June 22, 2011 in Conveyance Book 2254 at page 264 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2011 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against the Anthonetto Marie Cascio, and

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

WHEREAS, Stephen Collins wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Stephen Collins has paid One Thousand Seven Hundred Ninety-two and 73/100 (\$1,79.73) which includes One Thousand One Hundred Eighty-five and 98/100 (\$1,185.98) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

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

Lot 8, Block 1, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition  
104 Wilson St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #45200

ORDINANCE INTRODUCED on the \_\_\_\_ day of July 2020.

NOTICE PUBLISHED on the \_\_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

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

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

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

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



ORDINANCE

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 STEPHEN COLLINS ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 6, BLOCK 2, J. ARTHUR SMITH'S SUBDIVISION OF LOTS 9, 10, 11, 12 AND 13 OF BLOCK 5 OF TERMINAL HEIGHTS ADDITION, OUACHITA PARISH, 206 KENEWAH ST., DISTRICT 5, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 22, 2011, AND FURTHER WITH RESPECT THERETO**

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

Lot 6, Block 2, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition  
206 Kenewah St.  
District 5  
Ouachita Parish, Monroe, Louisiana  
Parcel #18050

was adjudicated to the City of Monroe, Louisiana for non-payment of 2010 Ad Valorem Taxes by Adjudication Deed dated and filed June 22, 2011 in Conveyance Book 2260 at page 515 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2011 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against the Estate of Nick T. Cascio, and

**WHEREAS**, the City of Monroe has made efforts to contact the Estate of Nick T. Cascio c/o Anthonetto Marie Cascio by registered mail and notification published in the News Star with no response, and

**WHEREAS**, Stephen Collins wishes to purchase said property from the City of Monroe.

**WHEREAS**, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Stephen Collins has paid Two Thousand Two Hundred Fifty-nine and 00/100 (\$2,259.00) which includes One Thousand Six Hundred fifty-two and 25/100 (\$1,652.25) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact the Estate of Nick T. Cascio with no response; the City of Monroe desires to sell to Stephen Collins the property described as follows:

Lot 6, Block 2, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition  
206 Kenewah St.  
District 5  
Ouachita Parish, Monroe, Louisiana  
Parcel #18050

**ORDINANCE INTRODUCED on the \_\_\_\_\_ day of July 2020.**

**NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

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 \_\_\_\_\_, 2020.

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

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

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

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





# PLANNING AND URBAN DEVELOPMENT DEPARTMENT

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

## PLANNING & ZONING

Division

### M E M O

**TO:** Mrs. Ellen Hill, PUD Director   
**FROM:** Mrs. Joanne Poret, Planning & Zoning Director   
**DATE:** July 7, 2020  
**SUBJECT:** City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the July 14, 2020 meeting.

#### Map Amendments

An ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana:  
**Hixson Automotive Group – MA 100-20 (PUD/P&Z Division)**

#### Text Amendments

An ordinance amending Chapter 37, Zoning, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulation (c) Architectural Projections into Required Yards (3), to clarify the circumstances that open air carports, and patio covers may occupy required yards. Porches are being added to this list (**P&Z Division**).

An Ordinance amending Chapter 32, Subdivision Regulations, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats regarding lot line shift or adjustment. (**P&Z Division**)

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The appropriate material is attached for Mayor James E. Mayo and Mrs. Carolus Riley.

FILENAME: CAG 06/11/2019

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

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

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

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

---

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

An amendment to the Zoning Map to zone a ±3.3-acre tract of land presently located in Ouachita Parish from B-3 General Business/Commercial District to B-4, Heavy Commercial District to operate a manufactured home sales lot, located at **1101 Louisville Avenue:**

**APPLICANT: Hixson Automotive Sales (MA 100-20)**

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-1-1 vote with the condition that the only use at this location will be the manufactured home sales lot and that the total number of units on site is limited to twelve (12). The existing B-3, General Business/Commercial District does not allow for this type of use. The B-4, Heavy Commercial District is the appropriate zoning district for the manufactured housing sales lot.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±3.3 acres previously described to B-, Heavy Commercial 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 14<sup>th</sup> day of July, 2020.  
NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
CHAIRMAN

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

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

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

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

July 6, 2020

City Hall

Monroe, Louisiana

**RE: MA 100-2020**

**APPLICANT: Hixson Automotive**

**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 a 3.33 acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the B-4 (Heavy Commercial) District, contingent upon the following limitations (a) that it's an individual use under the B-4 umbrella of manufactured home sales (b) and there are no more than 12 display homes to be placed on that lot. This site is located at 1101 Louisville Avenue. The commission recommends this application be approved.

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

**City of Monroe  
Planning Commission**

**CASE NO.:** MA 100-20  
**NAME OF APPLICANT:** HIXSON AUTOMOTIVE GROUP, LLC  
**SITE ADDRESS:** 1101 Louisville Avenue  
**COUNCIL DISTRICT:** 3

---

**REQUEST:** This is a request to zone a 3.3 acre (more or less) tract of land from the B-3, General Commercial/Business District to B-4, Heavy Commercial.

**PURPOSE OF REQUEST:** The purpose of the request is to allow the applicant to add additional commercial uses to this property.

**SIZE OF PROPERTY:** 3.3 acres (more or less)

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

**PRESENT USE:** Vacant land.

**MOST NEARLY BOUNDED BY (STREETS):** North of and adjacent to Louisville Avenue; south of Hudson Lane; east of Dakota Southern Railroad Company; and west of Young's Bayou.

**SURROUNDING LAND USES:** The surrounding land use consists of commercial in all directions.

**ADVERSE INFLUENCES:** Will allow uses such as adult uses, manufacture housing sales lots, microbreweries, and outdoor recreational facilities.

**POSITIVE INFLUENCES:** Additional commercial uses for this property.

**COMPREHENSIVE PLAN:** The Future Land Use map shows this area as Commercial Urban. This zoning classification will allow a general amount of mixed commercial uses.

**COMMENTS/RECOMMENDATIONS:** The applicant is requesting the property be rezoned from B-3, General Business/Commercial to B-4, Heavy Commercial District. The applicant presently owns the property which was a part of the Hixson Automotive Group

and is now vacant property. The property is for sale and the applicant would like to increase the allowable uses for the property to make it more marketable. The B-4, Heavy Commercial allows for manufactured housing sales and adult uses.

**OPTIONS:**

1. Approve the applicant's request to rezone a 3.3 acre tract (more or less) of land to B-4, Heavy Commercial.
2. Approve the applicant's request to rezone a 3.3 acre tract (more or less) of land to B-4, Heavy Commercial with conditions.
2. Deny the applicant's request to rezone a 3.3 acre tract (more or less) of land to B-4, Heavy Commercial.

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

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



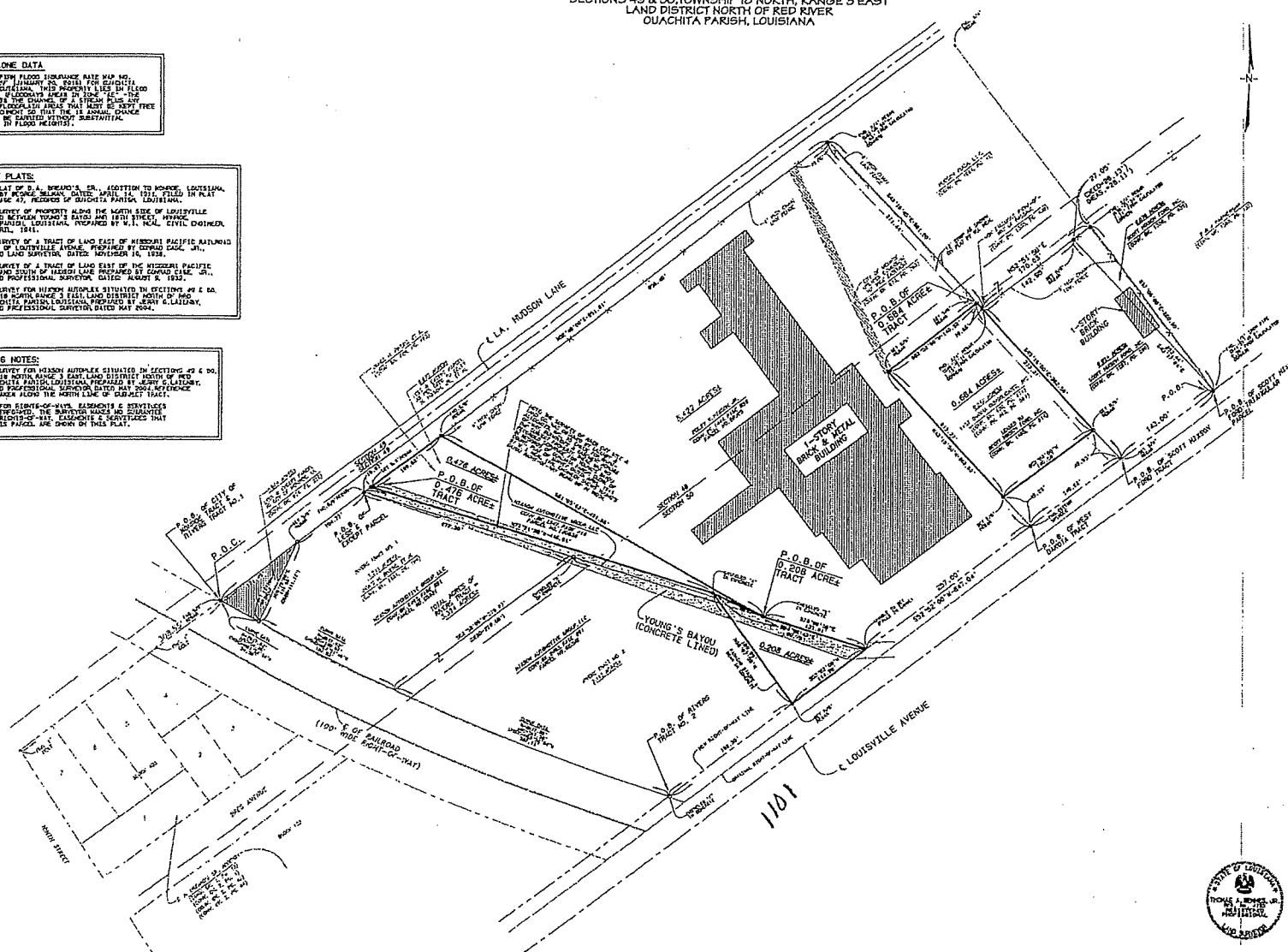
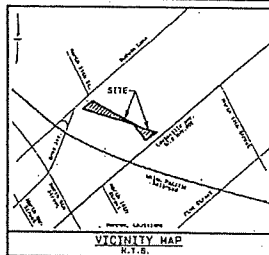
SECTIONS 48 & 50 TOWNSHIP 18 NORTH, RANGE 3 EAST  
LAND DISTRICT NORTH OF RED RIVER  
OUACHITA PARISH, LOUISIANA

**FLOOD ZONE DATA**  
BASED ON FIRM FLOOD INSURANCE RATE MAP NO. 17000A0101C, FIRM FLOOD INSURANCE RATE MAP FOR THE PARISH OF OUACHITA, LOUISIANA. THIS PROPERTY LIES IN FLOOD ZONE X-1. FLOODING IS CAUSED BY THE RIVER BEING FLOODING IN THE CHANNEL OF A STREAM PLUS THE ADJACENT FLOODPLAIN AREA THAT MAY BE CAUSE FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE MAINTAINED WITHOUT SUBSTANTIAL INCREASE IN FLOOD HEIGHTS.

- REFERENCE PLATS:**
- 1) REVISED PLAT OF D.A. BEARD'S, SR., SECTION TO HOUSE, LOUISIANA, PREPARED BY MORDE SEAMAN, DATED: APRIL 1, 1911, FILED IN PLAT BOOK 2, PAGE 21, RECORD OF BOUQUIN PARISH, LOUISIANA.
  - 2) PLAT OF SURVEY OF PROPERTY ALONG THE NORTH SIDE OF LOUISVILLE AVENUE AND BETWEEN YOUNG'S BAYOU AND THE RIVER, WYOMING, OUACHITA PARISH, LOUISIANA, PREPARED BY V.L. KAL, CIVIL ENGINEER, DATED APRIL, 1911.
  - 3) PLAT OF SURVEY OF A TRACT OF LAND EAST OF MISSISSIPPI PACIFIC RAILROAD AND NORTH OF LOUISVILLE AVENUE, PREPARED BY CONRAD GAGE, JR., REGISTERED LAND SURVEYOR, DATED: NOVEMBER 14, 1918.
  - 4) PLAT OF SURVEY OF A TRACT OF LAND EAST OF THE MISSISSIPPI PACIFIC RAILROAD AND SOUTH OF WHEATLAND PREPARED BY CONRAD GAGE, JR., REGISTERED PROFESSIONAL SURVEYOR, DATED: AUGUST 8, 1922.
  - 5) PLAT OF SURVEY FOR WILSON AUTOMOBILE SITUATED IN SECTIONS 48 & 50, TOWNSHIP 18 NORTH, RANGE 3 EAST, LAND DISTRICT NORTH OF RED RIVER, OUACHITA PARISH, LOUISIANA, PREPARED BY BERRY S. LADD, REGISTERED PROFESSIONAL SURVEYOR, DATED MAY 20, 2016.

**SURVEYOR'S NOTES:**

- 1) PLAT OF SURVEY FOR WILSON AUTOMOBILE SITUATED IN SECTIONS 48 & 50, TOWNSHIP 18 NORTH, RANGE 3 EAST, LAND DISTRICT NORTH OF RED RIVER, OUACHITA PARISH, LOUISIANA, PREPARED BY BERRY S. LADD, REGISTERED PROFESSIONAL SURVEYOR, DATED MAY 20, 2016, REFERENCE TO BEARING LINES ALONG THE NORTH LINE OF QUAD 2471.
- 2) RESEARCH FOR RIGHTS-OF-WAY, EASEMENTS & SERVICES ARE NOT APPROVED. THE SURVEYOR MAKES NO GUARANTEE THAT ALL RIGHTS-OF-WAY, EASEMENTS & SERVICES THAT AFFECT THIS PARCEL ARE SHOWN BY THIS PLAT.



**LEGEND**

—	BOUNDARY LINE
- - -	RIGHT-OF-WAY LINE
---	SECTION OR FORTY LINE
---	POSSIBLE LINE APPROXIMATE LOCATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

**CERTIFICATION**  
I, Thomas A. Seaman, Jr., a Registered Professional Land Surveyor in the State of Louisiana, do hereby certify that I have performed a Class "C" survey in accordance with the Standards of Practice for Precise Boundary Surveys as established by the State Board of Registration in Professional Engineering and Land Surveying and to the best of my knowledge this is a true representation of said survey.

Thomas A. Seaman, Jr. 3/13/2018  
P.O. Box 2425  
Mossy, Louisiana 71268  
12181851-2041

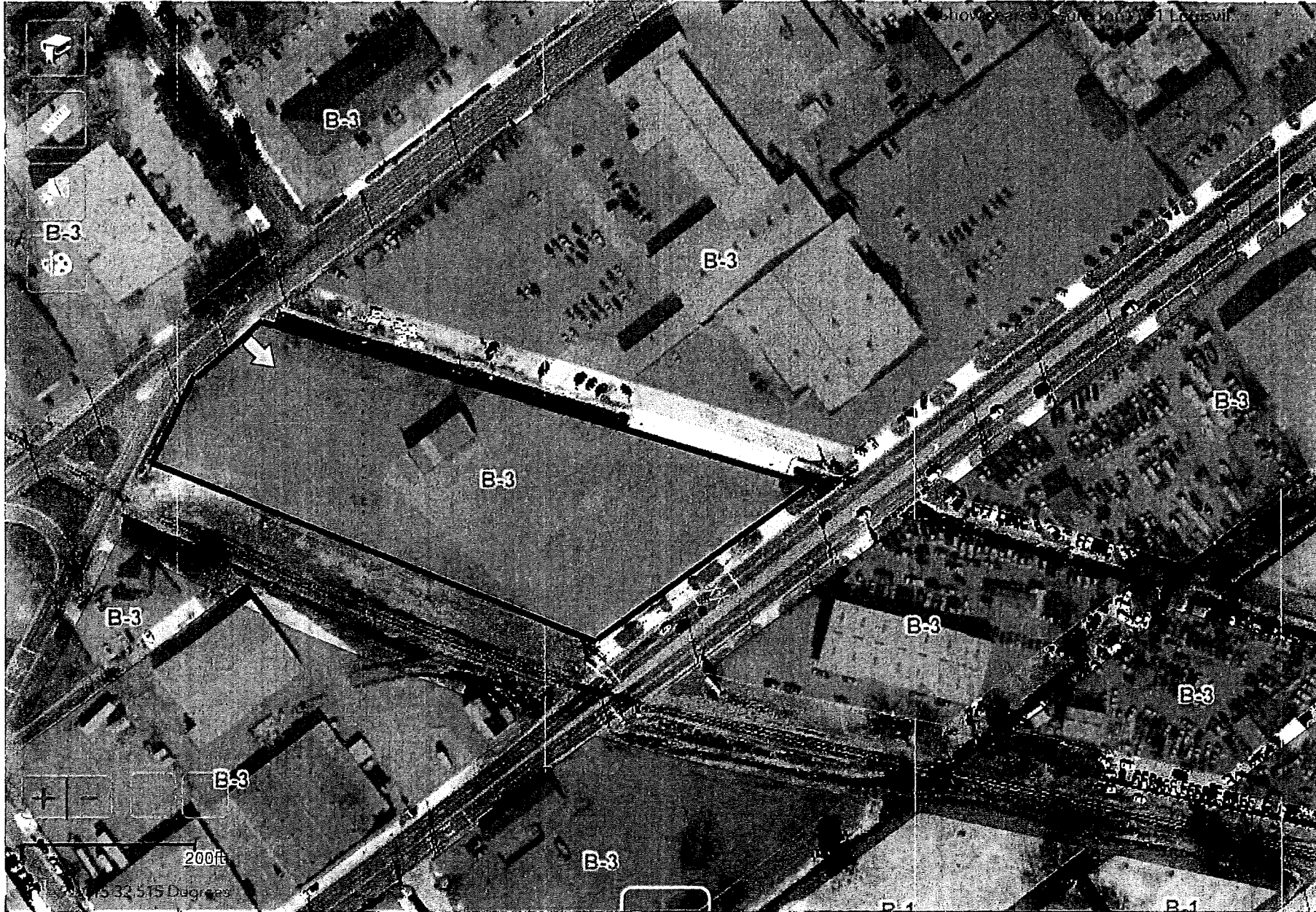


**BOUNDARY SURVEY**  
CLIENT: CLINT HIXSON  
1201 LOUISVILLE AVENUE  
MONROE, LOUISIANA

SITUATED IN  
SECTIONS 48 & 50 TOWNSHIP 18 NORTH, RANGE 3 EAST  
LAND DISTRICT NORTH OF RED RIVER  
OUACHITA PARISH, LOUISIANA

TOMMY BEMMES, JR.  
PROFESSIONAL LAND SURVEYING CO., INC.  
P.O. BOX 2425, MOSSY, LOUISIANA 71268  
(504) 335-1204

CHECKED	T.A.S.	DATE	03/13/2018	CONTACT:
JOB NO.		SCALE	1" = 60'	CLINT HIXSON



# 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. \_\_\_\_\_:

**Amendment to Chapter 32, Subdivision Regulation, of the Code of the City of Monroe, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats (a) Procedures.**

---

WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed amendments to Chapter 32, Subdivision Regulation, of the Code of the City of Monroe, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats (a) Procedures, regarding lot line shift or adjustment; and

WHEREAS, lot line shift or adjustment is a type of a replat of an approved plat; and

WHEREAS, it has not been previously defined in the subdivision regulations; and

WHEREAS, Section 37-39 (a) *Procedures*, needed to be clarified regarding lot line shifts or adjustments

**APPLICANT:** City of Monroe (TAM 102-20)

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 5-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 32, Subdivision Regulations of the City of Monroe, Louisiana be, and it is amended as follows:

**ADD:**

**Chapter 32, Subdivision Regulations**

**Article II Definitions**

**Sec. 32-21 Definitions**

**Lot line shift-** (Or lot line adjustment) The shifting or adjusting of common property line(s) or boundaries between adjacent lots, tracts or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots, tracts or parcels, and all reconfigured lots, tracts or parcels shall contain sufficient area and dimension to meet minimum requirements for zoning or building purposes.

**AMEND:**

**Article III Administrative Procedures**

**Sec 32-39 Replat of Approved Plats**

(a) *Procedure.* An applicant for a replat to a previously approved plat shall, in accordance with **Sec 32-31** (filing requirements) of this chapter, request to be placed on the

Planning Commission's agenda. If the replat involves the creation of additional lots or reduction of existing lots, the procedures for preliminary plat approval shall be followed. If the replat involves only modifications to the approved plats, such as lot line shift or adjustment, without the creation of additional lots, the approval process may be completed administratively.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 14th day of July 2020.

NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_,

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
CHAIRMAN

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

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

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



**City of Monroe  
Planning Commission**

**Case No.:** TAM 102-20  
**Name of Applicant:** City of Monroe

---

**Request:** A request to **amend** Chapter 32, Subdivision Regulations, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats regarding lot line shift or adjustment.

**ADVERSE INFLUENCES:**

**POSITIVE INFLUENCES:** Adding the definition of lot line shift and clarifying a section that has been confusing.

**COMMENTS/  
RECOMMENDATIONS:**

This is a request to **amend** Chapter 32, Subdivision Regulations, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats regarding lot line shift or adjustment. This amendment will add a definition for lot line shift or lot line adjustment. The procedures for “Replat of Approved Plats” in order to add lot line shift or adjustment and to clarify the procedures for replats.

**AMEND:**

**Chapter 32, Subdivision Regulations**  
**Article II Definitions**  
**Se. 32-21 Definitions**

**ADD:**

**Lot line shift-** (Or lot line adjustment) The shifting or adjusting of common property line(s) or boundaries between adjacent lots, tracts or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots, tracts or parcels, and all reconfigured lots, tracts or parcels shall contain sufficient area and dimension to meet minimum requirements for zoning or building purposes.

Article III Administrative Procedures  
Sec 32-39 Replat of Approved Plats

**Amend:**

- (a) *Procedure.* An applicant for a replat to a previously approved plat shall, in accordance with Sec 32-31 (filing requirements) of this chapter, request to be placed on the Planning Commission's agenda. If the replat involves the creation of additional lots **or reduction of existing lots**, the procedures for preliminary plat approval shall be followed. If the replat involves only modifications to the approved plats, such as **lot line shift or adjustment**, without the creation of additional lots, the approval process may be completed administratively.

**Options:**

- Approve text amendment as presented.
- Approve text amendment with amendments.
- Deny text amendment as presented.

# ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulation (c) Architectural Projections into Required Yards (3) to clarify the circumstances that open air carports and patio covers may occupy required yards. The addition of patios to this list.**

---

WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed amendments to Chapter 37, Zoning, of the Code of the City of Monroe, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulation (c) Architectural Projections into Required Yards (3) to clarify the circumstances that open air carports and patio covers may occupy required yards. The addition of patios to this list; and

WHEREAS, the removal of "and/or" in this section will help to clarify what is allowed; and

WHEREAS, the addition of porches was needed under this section dealing with architectural projections into required yards; and

WHEREAS, the requirements under (3) will apply to carports, porches and patio covers will help to further clarify this section;

**APPLICANT:** City of Monroe (TAM 101-20)

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 5-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 37, Zoning, of the Zoning Ordinance of the City of Monroe, Louisiana be, and it is amended as follows:

**Amend:**

*(c) Architectural Projections into Required Yards*

1. Every part of a required yard shall be open and unobstructed from the ground to the sky except for permitted accessory structures for the ordinary projections of sills, belt courses, cornices, buttresses, eaves, and similar architectural features, provided that such projections shall not extend more than two feet (2') into any required yard.
2. Open fire escapes may extend into any required yard not more than three and a half feet (3.5').
3. Open air carports. ~~porches~~ and patio covers, when attached to the main dwelling unit may occupy any required yard under the following circumstances:
  - a. ~~The carport~~, Is no closer than five feet (5') to the side or rear property line; ~~and/or~~.
  - b. ~~The carport~~ Is no closer than ten feet (10') to the street right-of-way line in a R-1, R-2, R-3, R-4, and RMH District.



BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 14th day of July 2020.

NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
CHAIRMAN

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

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

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

**City of Monroe  
Planning Commission**

**Case No.:**

TAM 101-20

**Name of Applicant:**

City of Monroe

**Request:**

A request to **amend** Chapter 37, Zoning, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulations (c) Architectural Projections into Required Yards (3) to clarify the circumstances that open air carports, and patio covers may occupy required yards. Add porches to this list.

**ADVERSE INFLUENCES:**

**POSITIVE INFLUENCES:** Clarifying a section that has been confusing.

**COMMENTS/  
RECOMMENDATIONS:**

This is a request to **amend** Chapter 37, Zoning, Article V, Site Plan Development, Section 37-78 Supplemental Height, Yard and Open Space Regulations Uses (c) Architectural Projections into Required Yards regarding clarifying the circumstances that open air carports, and patio covers may occupy required yards. This amendment will add “porches” to this list.

**Amend:**

*(c) Architectural Projections into Required Yards*

1. Every part of a required yard shall be open and unobstructed from the ground to the sky except for permitted accessory structures for the ordinary projections of sills, belt courses, cornices, buttresses, eaves, and similar architectural features, provided that such projections shall not extend more than two feet (2') into any required yard.
2. Open fire escapes may extend into any required yard not more than three and a half feet (3.5').
3. Open air carports. porches and patio covers, when attached to the main dwelling unit may occupy any required yard under the following circumstances:
  - a. ~~The carport~~, Is no closer than five feet (5') to the side or rear property line; ~~and/or~~.
  - b. ~~The carport~~ Is no closer than ten feet (10') to the street right-of-way line in a R-1, R-2, R-3, R-4, and RMH District.

**Options:**

Approve text amendment as presented.

Approve text amendment with amendments.

Deny text amendment as presented.

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

July 6, 2020

City Hall

Monroe, Louisiana

**RE: TAM 101-20**

**APPLICANT: City of Monroe**

**MOTIONED BY: Mr. Charles Scott**

**SECONDED BY: Mr. Carday Marshall**

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 for an ordinance amending Chapter 37, Zoning, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulations © Architectural Projections into Required Yards (3) to clarify the circumstances that open air carports, and patio covers may occupy required yards. Add porches to this list; 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.

**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 JAMES E. MAYO, MAYOR, TO ENTER INTO A LEASE AGREEMENT WITH EDGE HOLDINGS, LLC FOR THE LEASE OF PROPERTY AT THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO:**

**WHEREAS**, in October 2003, the City of Monroe leased property located at 6301 Captain Guillory Drive in Monroe, Louisiana to Roofmasters, LLC, a Delaware LLC, with an initial term ending date of September 2008, with the option of 3 five year extensions;

**WHEREAS**, in March 2014, Roofmasters LLC, a Delaware LLC, assigned its rights, title and interest to Roof Masters LLC, a Nevada LLC;

**WHEREAS**, in April 2014, Roof Masters, LLC assigned its rights, title and interest to JPS Equipment, LLC under the same terms and conditions as the original lease;

**WHEREAS**, JPS Equipment, LLC has three years remaining in the original lease agreement, but desires to terminate the lease agreement and allow Edge Holdings LLC to enter into a new lease agreement with the City of Monroe instead of assigning its rights to Edge Holdings LLC;

**WHEREAS**, the City of Monroe desires to enter into a new, original lease agreement with Edge Holdings, LLC for the lease of property at the Monroe Regional airport as per the attached lease agreement; and

**WHEREAS**, upon execution of the attached lease agreement between the City of Monroe and Edge Holdings LLC, the obligations of JPS Equipment LLC under the assignment between the City of Monroe and JPS Equipment LLC as outlined in Ordinance Number 6209 will be terminated.

**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 Lease Agreement with Edge Holdings, LLC, as per the attached Lease.

**ORDINANCE INTRODUCED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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 \_\_\_\_\_, 2019.

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

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

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

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

June 11, 2020

City of Monroe  
400 Lea Joyner Expressway  
Monroe, LA 71201  
Attn: Mrs. Mary Lou Harrison

RE: Consultation letter – Market Rent Analysis of Land Lease located at 6301  
Captain Guillory Drive, Monroe, LA 71203

Dear Mrs. Harrison:

At your request, I have performed a market rent analysis of the subject with an effective date of May 12, 2020.

According to the provided information, the subject site is .73 acre +/- lot (31,680 sf) located at the Monroe Regional Airport. The subject site dimensions are 160' x 198'+/-,

The subject site currently is improved with an existing "Hanger" labeled as the U-Hanger according to the information provided by the Monroe Regional Airport.

In estimating the market rent for the subject, search was performed for similar sized as well as similar located land leases in the Monroe/West Monroe market. Information provided by the client on existing land leases located at the Monroe Regional Airport were utilized as well.

My rent estimate, based on the comparable leases shown in the Summary Lease Summary Table, is \$0.21 per square foot, \$6,652.80 per year, averaged to **\$554.40 per month**.

This letter is a real estate consulting service and not a real estate appraisal. Because of the limited reporting format, this letter / report is intended for use by the City of Monroe and or the Monroe Regional Airport for rent negotiations purposes.

I appreciate this opportunity to be of service to you. Should you have any questions, or if I can be of further assistance, please contact me.

Respectfully submitted,



Johnny Wade

STATE OF LOUISIANA  
PARISH OF OUACHITA

ASSIGNMENT OF LEASE

BE IT KNOWN AND REMEMBERED, that on the dates hereinafter set forth, in the presence of the undersigned legal and competent witnesses, and before the undersigned Notaries Public, personally came and appeared:

**ROOFMASTERS, LLC (Tax I.D. #:xx-xxx\_\_\_\_\_)**, a Delaware Limited Liability Company, represented herein by its sole Member, Ronald Gregory, its address being 357 Fontana Road, Monroe, Louisiana 71203, hereinafter sometimes referred to as "ASSIGNOR"; and

**ROOF MASTERS, LLC (Tax I.D. #:xx-xxx9953)**, a Nevada Limited Liability Company, represented herein by its sole Member, Ron Gregory, its address being 357 Fontana Road, Monroe, Louisiana 71203, hereinafter sometimes referred to as "ASSIGNEE";

who declared that on July 27, 2012, DELAWARE did grant, bargain, sell, convey, assign, transfer and deliver unto NEVADA all of its right, title, and interest in and to all improvements and/or other constructions lying and/or being situated on the following described property, to-wit:

**TOWNSHIP 18 NORTH, RANGE 4 EAST  
OUACHITA PARISH, LOUISIANA**

**Section 34:** A 0.727 acre parcel described as commencing at the Northeast corner of that tract of land on the South side of Construction Avenue conveyed to Bentz and Elmore in Conveyance Book 1649, Page 804 of the records of the Clerk of Court of Ouachita Parish, Louisiana, and run thence North 82° 21' 37" East for a distance of 1,149.73 feet to a brass cap monument set in the right-of-way of Squadron Road (coordinates North 6849.3393, East 9915.9758 per Survey of Industrial Park in Plat Book 15, Page 113); thence run South 51° 30' 45" East for a distance of 2,804.61 feet to the Northwest corner of an existing concrete ramp and to the POINT OF BEGINNING. From said Point of Beginning run South 84° 33' 36" East for a distance of 160 feet; thence run South 03° 56' 53" West for a distance of 198 feet; thence run North 84° 33' 36" West for a distance of 160 feet; thence run North 03° 56' 53" East for a distance of 198 feet and back to the Point of Beginning.

Further DELAWARE did assign unto NEVADA all of its right, title and interest in and to that certain "Contract of Lease" dated **October 1, 2003** by the City of Monroe, Louisiana, as recorded in **Conveyance Book 2160, Page 750** of the records of the Clerk of Court of Ouachita Parish, Louisiana.

DELAWARE and NEVADA do hereby further declare that each party was in good standing and had the requisite authority to execute the Assignment as made and referenced herein.

DELAWARE and NEVADA do hereby further declare that there are not, nor were there any outstanding liens, judgments, mortgages and/or other claims by third parties which may or could affect the

interest of either in and to the above referenced property and improvements. Further, neither party owes any person, firm or corporation for any work done or materials delivered to said property and that there are no claims by any third parties for or against the subject property.

Also comes and appears RONALD GREGORY, a person of the full age of majority, a resident of and whose mailing address is 357 Fontana Road, Monroe, Louisiana 71203, who does hereby guarantee that the claims and ascertains made herein are true and correct and does hereby appear as Guarantor as fully and completely as if named as a party herein.


Further, RONALD GREGORY does hereby declare that he is the sole and only Member of both DELAWARE and NEVADA and that he has the requisite authority to execute the Assignment made herein.

STATE OF LOUISIANA

PARISH OF Ouachita

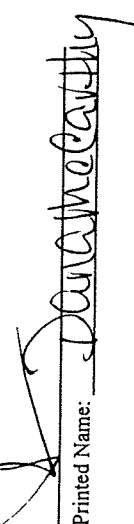
THUS DONE AND PASSED by ROOFMASTERS, LLC, ASSIGNOR, and by RONALD GREGORY, Guarantor, on this the 2 day of MARCH, 2014, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.


WITNESSES:


  
Printed Name: Harold H. Bok, Jr.

ROOFMASTERS, LLC

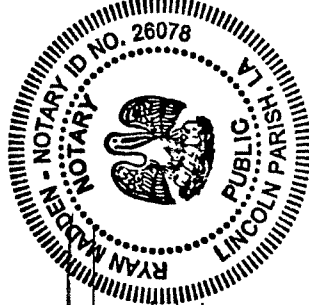
By:   
Ronald Gregory

  
Printed Name: Donahue

  
RONALD GREGORY

  
NOTARY PUBLIC

Print Name: \_\_\_\_\_  
Bar Roll/Notary No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_




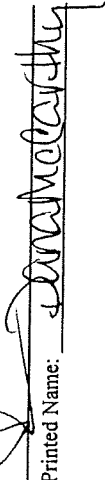
STATE OF LOUISIANA

PARISH OF QUACHITA

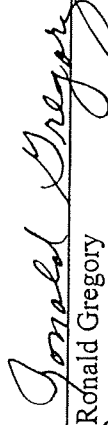
THIS DONE AND PASSED by ROOF MASTERS, LLC, ASSIGNEE, on this the 2<sup>ND</sup> day of MARCH, 2014, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

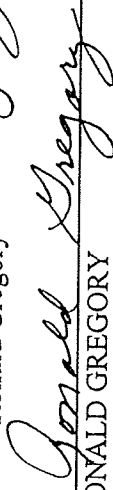
WITNESSES:

  
Printed Name: Harold M. Book, Jr.

  
Printed Name: Daniel McCarthy

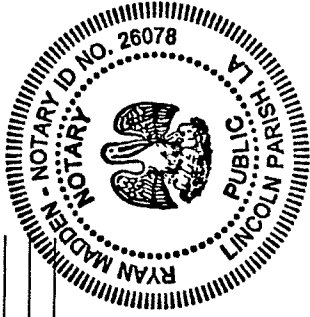
ROOF MASTERS, LLC

By:   
Ronald Gregory

  
RONALD GREGORY

  
NOTARY PUBLIC

Print Name: \_\_\_\_\_  
Bar Roll/Notary No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

NO. 6209

The following Resolution was introduced by Mr. Erenack who moved for its adoption and was seconded by Ms. Blake.

A RESOLUTION APPROVING THE ASSIGNMENT OF THAT CERTAIN LEASE AGREEMENT AT THE MONROE REGIONAL AIRPORT ORIGINALLY BY AND BETWEEN THE CITY OF MONROE AND ROOFMASTERS, LLC TO JPS EQUIPMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, certain property located at the Monroe Regional Airport and described in the attached documents was originally leased to Roofmasters, LLC in October, 2003 with an initial term ending date of September, 2008 with 3 five(5) year extensions the first and second of which were timely noticed; and

WHEREAS, Roofmasters, LLC now desires to assign its interest in the lease to JPS Equipment L.L.C. under the same terms and conditions as the original lease;

WHEREAS, said lease is current and has been adjusted to an annual rent as per the original lease based upon the Consumer Price Index.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Assignment of Lease from Roofmasters, LLC to JPS Equipment, L.L.C. is hereby acknowledged and approved in form and under the same conditions as the original lease in this matter.

BE IT RESOLVED, THAT JAMES E. MAYO, MAYOR, be and is hereby authorized to enter into and execute such documents as may be necessary to effectuate the approval and consent of the City of Monroe to said assignment.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of Monroe, submitted to a vote as a whole, the vote thereon being as follows:

AYES: Armstrong, Erenack, Blake, Wilson + Clark

NAYS: None

ABSENT: None

And the Resolution was declared ADOPTED on the 8<sup>th</sup> day of April, 2014.

  
CHAIRMAN

Carolus S. Foley  
CITY CLERK