

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – JULY 25, 2017, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JULY 11, 2017:
(Public Comment)

V: PRESENTATION : 6pm

Stuart Hodnett, Ouachita Green Coordinator – Quarterly Update Presentation

VI: PUBLIC HEARINGS: 6pm

(1.) A Public Hearing to hear and consider all comments, protests and objections relative to an appeal by Mr. Mahemud Tejani, 201 Kendall Ridge Drive, West Monroe LA to appeal a decision made by the Heritage Preservation Commission about building repairs. The Commission denied a request to replace wooden windows on the second floor façade and also adding a new vertical wooden façade to the first floor of an existing building located at 109 Catalpa Street in the Don Juan Filhiol Historic District. (Notice published July 17th and 19th)

(1a.) Consider request for the Monroe City Council to reverse a denial decision by the Heritage Preservation Commission about building repairs – Applicant – Mr. Hahemud Tejani –

PROPOSED CONDEMNATIONS:

Public Comment:

1. 609 Atkinson Street (D5) (Owners - OPPJ (not curator) Lula Clark Est c/o Rosia Cann)
2. 617 Wilson Street (D5) (Owners - OPPJ (not curator) Andrea Dewayne Sanford)
3. 409 Parker Street (D5) (Owners - Paul Tarvin (not curator) Shantel Owens (not curator) Charles & Evelyn Jackson)
4. 2206 Desiard Street, Apt. A (D3) (Owners - BankcorpSouth Bank (not curator) Martin Louis Navarro)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Accept the bid of Smith Machine Works of Monroe, LA for repairs to #1 Influent Pump at (WPCC) Ref # 2018-0000009 as recommended by the Director of Administration as being the low bidder and meeting the specification for this bid. Smith Machine Works was the low bidder

and meets the specifications for this bid and has been cleared by the Tax & Revenue Division. The funds for this project will come from WPCC Maintenance Account.

(b) Accept the bid of Casco Industry of Shreveport, LA for the Fire Department Bunker Gear Ref # 2018-0000007 as recommended by the Director of Administration as being the overall lowest responsive and responsible bid. Casco Industry complies with the specifications of this bid. With City Council approval this will be a two (2) year supply contract; with the option to renew if prices and terms remain the same this contract will be effective through 07/06/2019.

(c) Accept the bid of Bonaventure of Rayne, LA for the Fire Department Fire Hoses Ref # 2018-0000008 as recommended by the Director of Administration for being the overall lowest responsive and responsible bid. Bonaventure complies with the specifications of this bid. With City Council approval this will be a two (2) year supply contract; with the option to renew if prices and terms remain the same this contract will be effective through 07/11/2019.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution granting an exception to the Open Container Ordinance to Danielle Abraham (Wedding/Reception) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the West Monroe Sox, A Non-Profit Organization (Battle of the Badges After Party) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Adopt a Resolution Ordering and Calling a Special Election to be held in the City of Monroe, State of Louisiana, to authorize the renewal and continuation of the Levy and Collection of Special Taxes therein; making application to the State Bond Commission and providing for other matters in connection therewith.

(b) Consider request from the MIS Data Processing Division of the Administration Department for authorization to advertise for a one year subscription of 500 Licenses of Microsoft Office 365 Gov E3. Funds for this purchase will be derived from the MIS Data Processing Software Account.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution appointing Reverend Tharris O. Bishop to the Board of Adjustment of the City of Monroe, and further providing with respect thereto.

(b) Adopt a Resolution reappointing Dr. Timothy Mickel to the Heritage Preservation Commission of the City of Monroe, and further providing with respect thereto.

(c) Adopt a Resolution reappointing Tommy Usrey to the Monroe Planning Commission of the City of Monroe, and further providing with respect thereto.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution approving a Cooperative Endeavor Agreement by and between the City of Monroe and Swanson Youth Correctional Facility and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute a contract with Drew M. Talbot, Attorney at Law, LLC to replace Rainer Anding Talbot & Mulhearn for Collection of Sales Tax and further providing with respect thereto.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution stating the City of Monroe's Endorsement of Vantage Health Plan, Inc. FBA Monroe Development, LLC and their Project #20170016 to participate in the benefits of the Louisiana Restoration Tax Abatement Program and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

(a) Consider request from the City of Opelousas Fire Department is requesting authorization to piggy back off of the City of Monroe Fire Department SCBA contract 2017-00000020 to purchase Scott Air Packs. The City of Monroe Fire Department and Ferrara Apparatus the vendor agree to this request.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution recommending acceptance of the base bid of Amethyst Construction, Inc., in the amount of \$754,562.55, for the State Project No. H.011741 Hadley Street Rehabilitation Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Twelve (12) to the Wastewater System Improvements Program Basin MR-04/05/07 (a) 2 Rehabilitation Contract, between the City of Monroe and Don M. Barron Contractor, Inc., for an increase in the contract time of _____ days and further providing with respect thereto.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Five (5) to the north area Sewer System Improvements Basin MR-27(a)30/31 Rehabilitation Contract, between the City of Monroe and Jabar Corporation, for an increase in the contract amount of \$75,763.00 and an increase in the contract time of thirty (30) days and further providing with respect thereto.

(d) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Three (3) to the Walnut Street Overlay H.011740 Contract, between the City of Monroe and Forby Contracting, Inc., for an increase in the contract amount of \$30,938.57 and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance authorizing Issuance, Sale and Delivery of Not Exceeding Nineteen Million Dollars (\$19,000,000) of Sales Tax Revenue and Refunding Bonds, Series 2017, of the City of Monroe, State of Louisiana, all in the manner provided for by Chapters 14 and 14-a of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority supplemental thereto; and providing for other matters in connection therewith. (Admin.)
- (b) Introduce an Ordinance amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107, Permanent Signs, and Table 7.1 Signage Standards. (P&Z)

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

Public Comment:

- (a) Finally adopt an Ordinance authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Granny's Family Restaurant Inc., at the airport, for certain property located at the Monroe Regional airport, and further providing with respect thereto. (A'port)
- (b) Finally adopt an Ordinance to enact Article VII Titled "Transportation Network Companies" to Chapter 35 of the Monroe City Code Entitled "Vehicles for Hire" and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date at the Council's regular meeting place, the Council Chamber, City Hall Building 1st Floor, 400 Lea Joyner Memorial Expressway, Monroe, Louisiana.

Council members present: Ms. Woods, Mr. Wilson, Mr. Echols, Mrs. Ezernack, Mr. Clark

Council member (s) absent: NONE

Chairman Echols declared a quorum and the next item on the agenda would be to Elect Chairman and Vice-Chairman for the coming year 2017-2018: A motion by Ms. Woods, second by Mr. Echols to nominate Mrs. Ezernack as Chairman and was approved with Mrs. Ezernack abstaining.

Before the vote for Chairman was taken, Mr. Echols stated it was an honor and pleasure to serve as Chairman for the last year and look forward to working under the leadership and direction of the next Chair and Vice-Chair and will continue to work hard and do everything he can to share resources, thoughts and he thanked the staff that he has gotten so diligently to work with the past year, you guys are great, Ms. Benjamin and Ms. Carolus, thanking them for everything they did this year and have been a pleasure and can't thank them enough.

Mrs. Ezernack thanked her fellow Council members for putting the honor and trust in her for the next year; she thanked Mr. Echols for the job he did this year, and appreciated the way he conducted the meetings and got a lot accomplished and everyone appreciates that.

Mrs. Ezernack opened the floor for the nominations of Vice-Chair for 2017-2018; Upon a motion by Mr. Echols to nominate Councilwoman Woods, a second by Mr. Wilson and approved with Ms. Woods abstaining. Mrs. Ezernack congratulated Ms. Woods.

Chairwoman Ezernack stated the Invocation and Pledge would be led by Ms. Woods or her designee, Rev. Barry Gibson, Bright Oak Baptist Church, Pastor.

Chairwoman Ezernack asked that anyone that had cellphones, to please make sure they are turned to silent, so as to not interrupt the meeting; she stated she knows a lot present are for the Uber and Lyft ordinance, and unfortunately it is towards the end of the agenda and if they would make sure to wait around for it and we have a short agenda tonight and should be able to get to it soon; she said if there was anything they could do to keep the noise down during the rest of the meeting would be appreciated.

Chairwoman Ezernack proceeded by acknowledging the time for special announcements and/or communications.

Mr. Echols thanked everyone for being present and it is a wonderful night when you have a community that will come out and support good government, showing your support for positive things in our community and he offered his thanks to each one present; he made a mention of one of his Facebook feeds, a ribbon cutting in Councilman Wilson's district, downtown Monroe of a ribbon cutting on Thursday, 4:00 p.m. at Iron Cactus, 428 DeSiard Street and that it is good news and wants everyone to know about it and welcomes everyone to be a part of the ribbon cutting.

Ms. Woods thanked each one for being present at the meeting and said she just celebrated one year of being on the Council; she said it has been a good experience for her and thanked everyone for entrusting in her and believing in her to elect her to represent them; she said it has been a very good year and thanked them very much; she thanked the Council for re-electing her as the Vice-Chair and said maybe next year, she will be ready to be the Chair and head; she thanked the Mayor for all that he is doing, the Mayor has heard your cry and he and his administration have taken the liberties of vetting and doing the due diligence to bring Uber or Lyft to this community and for that I really do appreciate him and his Administration; she thanked the Mayor for being the visionary that he is; she stated she has gotten a lot of conversation from people who are saying do we think that we can't solve our own problems, no, that's not what we are saying, what we are saying is we need a new set of eyes to look at what's being done and we need to all work together and appreciates the Mayor for thinking outside of the box and bringing in a consultant to take a look at what's going on in Monroe, because this impacts all of us, our children killing our children, this is not a good thing and whether it's on your side of town, my side of town or the other side of town, it impacts us all. We have to come together to work on it and its not unique to Monroe, when you cut on the tv on somebody is killing somebody. She thanked the Mayor for what he is doing and offered her condolences to the Huntsman family, an icon in the community.

Mr. Wilson congratulated Mrs. Ezernack and welcomed each one present and those in District 4; He asked prayers for young people and he attended two funerals, condolences to the Jefferson family and one of his

church members, the 16 year old young man that was killed; in speaking with a Bishop last week, he said the heart has to be changed, not the mind, but the heart of the people; he asked everyone to join them as they go on streets, door to door speaking with the young people and we need men and women mentoring and talking with the young people; he met with three guys this evening 14 years old and don't know if they are going to school this coming year, and he asked them what's wrong, some of them are stressed, father's being incarcerated, mother's not home and we need to be leaders; the bible says train them up when they are young and when they get to be our age, they won't depart and continue to pray and work, leave the church walls and go in the streets and talk with the young people; he said there were a lot of lights out on Washington Street, some of the officer's according to Chief Holmes are doing a street light survey when they are out, this was five or six months ago and some of the lights are still out, don't know if they turned them in, or Entergy is not changing them out as quick as we would like them to, but it is dark in those area and ask that he Assistant Chief would relate that to Chief Holmes; he thanked Public works for the jobs they are doing including grass cutting, Millhaven Road out near mall.

Mayor Mayo, congratulated Mrs. Ezernack and Ms. Woods; he said amen to Councilman Wilson for his comments and for going door to door in the community; he made a special presentation to for representing the City and State of Louisiana, to Ms. Jaci Scott. Mayor Mayo stated he wanted to make a statement although it is on the agenda coming up, but thinks the statement need to be made during the communications and announcements; he stated it has already been mentioned by the former Chairman concerning and many who are present tonight concerning the transportation net companies, network companies Ordinance summary and do appreciate the comments already made concerning it; he said his phone has been ringing off the hook and is also on social media as well and also have a few supporters in this City, and wouldn't be in this spot if he didn't; he said he was told that many came for different reasons and wanted to say to them that those who have come to support the Ordinance, thank you very much, we appreciate you and appreciate the march that you made to come and support this Ordinance; he said the Ordinance was first introduced back in March, we have gone through the process, we vetted it, as I indicated we would, as I indicated all through the process, I have not been against this, but was against the process initialed; we have done just what I said we would do, we have gotten to the point where we are presenting this to the Council and if you are coming to support this, thank you very much, but if you have been told something else, if you have been told a lie, that the Mayor is against this, whomever told you, that's a lie and if my folks weren't watching I would put something else in front of the word lie, but the bottom line is the Mayor is not against it and I have had a good experience with Uber, particularly and want to thank Angie Baldwin, who is our Assistant City Attorney, who worked extremely hard talking and negotiating with Uber as well as with Lyft; he said Lyft tonight appears is on board, Uber has said to us that when the Legislature had killed it that they were not going to expand in Louisiana anymore, however, we received a call just this morning from Uber who wants us to table this tonight and I want you to know men and women, that the Mayor will not support tabling this tonight; he said if Uber wants to be involved, we welcome it, but I am not recommending to this Council that we table this, once it is introduced, I believe Ms. Baldwin has already given them the Ordinance and they know what it says, if they want to put something in, if it's something that we feel that we can agree to, then maybe the Council will lay it over, but the Administration has done it's due diligence, we have done our betting, we have talked to the police department, we have talked to tax and revenue, talk to other cities, we have done everything we are supposed to do; he said we support Uber and just wanted to set the record clear tonight, we support the Network Transportation Network Ordinance.

Mrs. Ezernack welcomed each one present and said it was an extraordinary crowd and normally do have a large crowd, but this is an extra-large crowd and do appreciate your input in the way city government moves and if the ordinance is successful tonight in passing for the first reading, it will come back in several weeks to be finally adopted, this is the process that we follow; she said the next thing suggested is if you are interested in it and for it to be as effective as you want it to be, the Cities of West Monroe, Sterlington, the Police Jury all need to have an Ordinance as well, if you are organized and thinking that we want this in our entire community, Ouachita Parish, then you need to start thinking about how that's going to happen with some of the other governmental bodies as well.

Upon a motion of Mr. Echols and seconded by Ms. Woods, the minutes of the Legal and Regular session of June 27, 2017 were unanimously approved. (There were no comments from the public).

PRESENTATIONS: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment NONE.

RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Echols and unanimously approved to Adopt Resolution No. 6988, granting an exception to the open container ordinance to the department of Community Affairs for the Annual (Bayou Black Open Rodeo Parade and Tailgating) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Ms. Woods to remove item from the agenda to Adopt a Resolution granting an exception to the Open Container Ordinance to the Downtown Monroe Alliance (Downtown River Jam) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

Comments:

Chairwoman Ezernack stated it was requested to remove it until October.

Department of Administration: Public Comment: NONE.

(a) Add-On: Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Consider an application by Mario Mata/Yahve Camerena dba Monterrey Grill, 3610 DeSiard Street, Monroe, LA 71201 for a New 2017 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).

Upon a motion by Mr. Wilson, second by Mr. Echols and unanimously approved to Consider an application by Mario Mata/Yahve Camerena dba Monterrey Grill, 3610 DeSiard Street, Monroe, LA 71201 for a New 2017 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).

Comments:

Mr. Tim Lewis, Tax Director, City of Monroe, stated he had the distance report at 181 ft.; he apologized and stated he was just told that they went back and measured and it did clear, he just didn't get the report

Mr. Echols thanked Mr. Mata for being present and for considering opening and expanding a new business in our community, we appreciate your efforts to grow Monroe.

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

Legal Department: Public Comment:

(a) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 6989, authorizing Mayor James Mayo to enter into a Professional Service Agreement with RNW Consultants, L.L.C. for Administrative Management Services EDA Street Grant—IBM/Centurylink and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Ms. Woods, second by Mr. Echols and unanimously approved to remove item from the agenda to Adopt a Resolution authorizing Mayor James Mayo to enter into a Mutual Promotional Agreement AT&T Louisiana and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Echols, second by Ms. Woods and unanimously approved to Adopt Resolution No. 6990, of the City Council of the City of Monroe, Louisiana supporting providing water and sewer services to the area known as "Project Rogue" and further providing with respect thereto.

Comments:

Ms. Marilyn Denoux, citizen, asked what was Project Rogue; Mrs. Ezernack stated it was the project being constructed for DHL on Millhaven Road and it has to do with Graphic Packaging and it has already been passed; Ms. Denoux as if they were going to come to Monroe; Mrs. Ezernack said they were already under construction; Ms. Denoux asked if this was to bring water and sewerage to them; Mrs. Ezernack said that was correct.

Mayor's Office: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Echols and unanimously approved to Adopt Resolution No. 6991, authorizing Mayor James Mayo to enter into a Cooperative Endeavor Agreement with the Picard Group in association with the Monroe Chamber of Commerce and further providing with respect thereto. (There were no public comments).

Comments:

Ms. Baldwin clarified that it should be \$50,000 to be paid by the City and \$10,000 to be paid by the Chamber, there was an error in part of the documents that said \$40,000 and another that said \$5,000 a month, but it should say \$50,000 per year by the City.

(b) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 6992, authorizing Mayor James Mayo to enter into a Professional Service Agreement with Spears and Associates for Consultation on Crime Issues in the City of Monroe and further providing with respect thereto.

Comments:

Ms. Marilyn Denoux said it sounded like a very good proposal to her, and asked where they were from; Mayor Mayo said it was a good time for him to introduce Mr. Spears of Spears and Associates and before he does that and in his conversation with business folks as well as individuals throughout the community, particularly Glenn Post at Century Link, as he asked him if he would consider to have a new set of eyes, fresh eyes to look at the crime situation here and it doesn't take anything away from the police department, our community in terms of what we are all trying to do, our Council, but he thought it would be a good idea to get a consultant to come in with a set of fresh eyes; he said this is done throughout the country where you have different cities doing this, and I just got back from the US Conference of Mayors and that is one of the top discussions in the whole country about what do we do about some of the violence that we have; he introduced Mr. Curtis Spears of Spears and Associates, he is a long time Deputy Sheriff, a retiree from Los Angeles California and he has many years of experience in law enforcement, also in the management, he has been over as I would say in my home town of Bastrop, gooo gob folks, whatever that and if that's in the dictionary, he has been over so many folks throughout LA and now he is a consultant that goes throughout the Country consulting and talking to different Cities; he asked him to come forward and introduce himself.

Mr. Spears of Spears and Associates stated that he spent 31.5 years with LA County Sheriff's Department, retiring as the Chief in charge of 1800 personnel, and about another 500 civilians, commanded ten stations with the service clientele of about 750,000 to 1,000,000 people; he said he was also in charge of developing the gang program that looked at youth violence and developing a new way of addressing it with heavy emphasis on the provision and intervention end rather than concentrating solely on suppression; what they found was over the years, suppression alone didn't do the job for them; in their attempt to better the problem, it made it worse; he shared some of the ideas and experiments stating that at first, they didn't all work but the ones that did work, worked very well and they were successful in reducing the crime rate in the city of Compton which is one of the most troubled cities and in the first five years dropped it fifty per cent including murders, robberies, and rapes and if it worked in a community that had a problem that entrenched, am sure it will work in Monroe and you don't have a gang problem, you have a bunch of neighborhood kids that are acting like gangs; if it worked in a community where there was that type of pervasive problems, sure it will work in Monroe and look forward to working with the citizens and all the stakeholders developing an action plan, where it can be fixed.

Mr. Echols commented to Mr. Spears that half the battle in fighting crime is implementation of those ideas he referenced earlier and asked him to give some of the strategies implemented and how they were successful; Mr. Spears asked if he meant the short term or long term strategies; Mr. Echols asked for a little of both; Mr. Spears said on the long term strategy that they adopted a program much like the City's project Save and an action plan was developed with a juvenile advisory group and it brought in community stakeholders and a plan was developed as to how they would attack it; they sourced the problem before it became one and three things they came up with that were true; you can't arrest the problem away, you must dry it up; it's not a police problem, but a community problem; the third was there being two kinds of juvenile criminals, the ones you are mad at because they are disrespectful, they sag their pants, they write on walls and they become a part of the juvenile justice system and treat them the way the second kind is treated and those are the ones we are afraid of and keep recycling them through the program, they go to juvenile detention, they come out and that's not making them better or kinder, they get meaner and the ones that we are made at we convert them to the ones we are afraid of and we are going to stop that; Mr. Echols asked him how do you do that from a community standpoint; Mr. Spears said number one, you have to get resources in and they are already out there and don't have to be recreated; Mr. Echols asked if they for example were community center, programming; Mr. Spears said the first place they will show symptoms of sliding the wrong way is the school and instead of suspending and expelling and once find out the kid has a problem, it may take mentoring, tutoring, a number of things and need a resource directory that include all the first responders, with counseling and tutorial services available. He noticed the Save program didn't have an alternative jail program would be like a booth camp, rite of passage, scared straight type program; instead of the juveniles being sentenced to jail, they would be sentenced to one of the program, working with the child and his parents; the average incarceration cost for juveniles is \$240 per day and that's \$87,000 per year and could send a kid to Harvard for a couple of years on that type money; short term will consist of locating hotspots where the kids congregate and do anti-social activities, they will have the police officers frequent those spots more and no necessarily to arrest but to identify the kids and won't stop there but

will make a trip to their homes and often the parents don't know their kids are hanging out at those places; some of the things in the save program, such as extending the hours of recreation, finding meaningful employment, you have to keep the kids busy and give them hope and know that someone care about them; Mr. Echols asked when done with the deliverables, if he provide a report or do he work through to the implementation cycle; Mr. Spears said after this he develops a database, start to track for the success rates and when the stakeholders are there you don't want to put a band aid on it and then walk away, you want to enroll them in the save program like a booth camp and once they come out, they must go back into the same environment and while they are in the 16 week intensive program, there is always some intensive counseling and parenting classes going on with the parent and once finished they are enrolled back into the class as mentors to the kids that are going into the next program; Mr. Echols asked if the program was a 16 week program; Mr. Spears said it was just part, one facet; Mr. Echols said he was just trying to understand the deliverables;

Mr. Wilson said his question is for Legal or the Mayor; he asked if there were any other proposals submitted; Mayor Mayo said no; Mr. Wilson asked where the dollars were coming from; Mayor Mayo said they would come from the line item, economic development funds that is economic development, a crime of public safety impact, economic development; Mr. Wilson asked if there was surplus in that fund; Mayor Mayo said yes; Mr. Wilson stated he isn't against Mr. Spears, but would like to see other proposals submitted and do know that we are trying to expedite this because of the senseless killings in the City of Monroe and hopefully, moving forward we can get some other proposals; he said he got a couple of calls from those who heard about this and a guy from Shreveport was interested in submitting a proposal as well as some of his co-workers and one present tonight and going forward would like to look at doing this.

Mayor Mayo stated that Mr. Spears mentioned Save a couple of times and some of the council members came to the meetings held he commended those who came are addressing the challenges from rallies, marches, and Mr. K-9 and others, including faith based community; said to everyone at the first meeting that it wasn't a meeting to complain but meetings for solutions, this is what Save is about, Community Solutions and voices engaged to help our Youth; he said suppression is locking them up and some need to be locked up and some need to be under the jail, but not helping the youth if that's all we are doing; there are other mechanisms in place including the faith based community and they have organized a gun amnesty rally on July 29th, recreation committee where Mr. K-9 is the chairman and a group working on the legislative process to see what can be helped from the state, there is community policing, job skills with the business community assisting with resources and things they will need to help this program and it will take more than one area to help; having Mr. Spears, a new set of fresh eyes, to help us put it all together to come up with ideas to put the action plan together, have asked everyone for a year's commitment to help and then will measure it quarterly to see where we are and then be able to communicate to the public what has occurred on the things that have been worked on, a lot of work is going into it and if we didn't have any homicides, that would be great, but even having one is one too many; he said if you want to be involved, complaining, if you want to be on social media or blame me, fine, but I need you to come to the table and see what you can do; he thanked Mr. Spears for reaching out and he came highly recommended and this is why he is before Council tonight.

Mr. Echols asked Mr. Spears that once he finishes putting together the plan, vision and direction to help lead us away from a lot of the violence, will he come back to the Council present his findings so that can have a brief of what his report has done, pending it passes; Mr. Spears said if he retained by the City he will come up with a marketing plan that he will present to all the stake holders and first will bring back and present to Council members; each stakeholder will have different issues, there will be different action plans for each one and will link the plans together to form a safety net; a matter of repurposing the resources and pushing them in the same direction and getting all together for the same goals has had remarkable success in Los Angeles.

Mayor Mayo asked Pastor Price to stand, he represents the Faith Based community and they are doing a remarkable job, they are meeting and are putting together the gun amnesty rally on July 29th.

Mr. Ronnie Scott, citizen, stated he supported lower crime in the area and said he wanted to use a couple of different mediums and not his words; he noted an article from November 14, 2016, stating, Mayor Mayo congratulating Chief Holmes on his tremendous achievements regarding his PH.D. he is leading Monroe Police Department to new heights and accountability, paid technology, vehicles and equipment and we are proud of him of his personal accomplishments and the positive impact it will have on the City of Monroe; he said second to that he had a copy of the Bynes Report from 2013, and many of the studies and the ideas that we have just covered are also in this plan which I went through and outlined and just from what I see there is just a 20% adoption of what this last consultant suggested for the City and is wondering that almost four years later, why are we hiring another consultant if we are not going to do what they say and a lot of the parts that are in here and will be happy to provide a copy of the report to anyone; he said if we are not going to do what the consultants say, then why are we hiring them; he said thirdly, the privately sector, because there is a lot more accountability, in the private sector in business the market determines and he said one of the things that his father always told him when it comes to accountability and getting a job done is if I'm going to do your job, I'm going to get your paycheck and why are we paying multiple people to do the same job under the same level of accountability and then prove years later that we are okay with things not being done, that was suggested to the

city and what's going to be different next time and the next time, we are becoming consultant poor is what we are doing.

Mr. K-9, citizen, said if you team up with people, you get a good progress; with all respect to Mr. Kenney Wilson, he just said I respect totally, highly of him, but I have been in every meeting and also have been there with Mr. Price; you see this whole room filled, but half of them wasn't there to try to resolve the problem; remember about income tax, you can fill all the forms say exempt, but everybody in this room, it don't exempt you from murder, robbing and breaking in your house, busting windows; and am here to say to Mr. Wilson, I understand everybody want to come and you want to go and get a proposal, but if we keep waiting and keep waiting for everybody to come and bring a proposal, we gonna be waiting another whole year; he said me, I'm one person and you gonna have a lot of people that disagree, people are gonna say what they want to say, that's their opinion, but we have to try something, because if we leave tonight or tomorrow, without something getting tried, you gonna have another body laying on the street, they ain't getting better, they getting worse, and I'm here to state that I feel like we should move forward as a person that's in the community, everybody see me in the community, half of them don't want to come talk to me because the first thing they gonna say is it didn't happen to them, but it could happen to you so I feel like anybody, not just this young man here, but anybody would have stepped forward and took the initiative to do this then they should go head and do it; we been to hundred different meetings, Ms. Getret you were at one of them, you look around, even some of the Council board, look around and see how many you seen there, wanted to do some changing; I'm not pointing fingers, it's time for a change.

Ms. Melissa Jean Byers, citizen, stated that she agreed with Mr. Ronnie Scott statements and wanted to ask a couple of questions; she asked how much would the consultant cost the City; Mayor Mayo said \$25,000 for a whole year commitment; she said she was at a community meeting last night with an organization on South 6th Street called Umoja, we talked about mentoring, parenting classes, and a lot of the things that Mr. Spears is talking about charging the City \$25,000 for and we have volunteers ready to have training, to implement the types of programs that's been talked about here this evening, it would not cost the City this much money; she said we have the Byrnes Report, if we want a consultant report, so my next question is, how many other bids for a consultant do you have; Mayor Mayo stated that Mr. Spears was his recommendation; Ms. Byers asked the Mayor if there had been other bids taken, it's just one recommendation; Mayor Mayo stated that Mr. Spears was the City of Monroe's recommendation; Mayor Mayo said he was the Mayor and she said she understands that he is the Mayor; he said he wanted to get that straight; Ms. Byers said to answer her question, it's \$25,000 and there are no other bids, it's your recommendation, and I just want to reiterate that there are community groups and activists in this City, ready and willing to volunteer their time and do these mentor training programs to work with the City and just because some of us weren't at meetings that we didn't know about, doesn't mean we haven't been meeting and talking about these issues; Mayor Mayo said he wanted to address this and said I appreciate your candidness and your comments; he said we announced this, and we had over 150-200 folks that were there; she asked where; he said there were at least 150 folks there and announced the first meeting was several weeks ago and there have been three meetings, it has been all over the media and Mr. K-9, Dickens said it right, when we called for the community to come together and the diversity just simply wasn't there in terms of race, in terms of North side, South side, they weren't there, just a few were there and I don't know what the deal was, but not even all the Council and they know who came, we have had three meetings and not all of the Council members have come, and I applaud the one's that came, I applaud the community that came to help us in the effort; he said we are rolling up our sleeves trying to what we can and the very first thing that I said to everybody was there are so many different groups that are doing a lot of different things and you just indicated what you are doing, but I said to them that we are not trying to stop what you are doing, but we are trying to unify to have a voice whereas everybody can join in but continue to do what they are doing; asked didn't he say that to those that were there, we are not trying to stop everybody from doing what they are doing, it would be a world war three to stop you from doing what you are doing; he told Ms. Byers that he knows she doesn't want to listen to what he has to say and she said I am listening to what you have to say; he said you are rolling your eyes and she said no sir, I was looking at the Madam Chairwoman, I was not rolling my eyes, and he said I just want to make sure that you listen to me like I listened to you, okay, alright and she said okay; he said we are in this together and the next meeting men and women is on July 20th, at 6:00 and I want to see every one of you there, okay, if you are concerned about our City, I want to see you there and get off social media and come to the meeting and let me know that you care, I'm sick and tired of reading all of this crap on social media and you won't stand up and step out and come down and help everybody; he told Ms. Byers that he wanted to see her there and she said she would be glad to be there; she asked where were the meetings announced because every time, I have seen an announcement to a meeting it has been on social media and I have attended; Councilwoman Woods, asked Ms. Byers her name and Ms. Byers responded by spelling it; Ms. Woods stated as I said early on, all of our babies are dying, these meetings have been all over KTVE, KNOE, Channel 10, Fox, they have been all over; Ms. Byers asked if they had been in the newspaper, she was just curious; Ms. Woods said she wasn't going to say they were in the newspaper, because to go to written media, it's going to be a cost, but it was free coverage all over the media, it was there, it was there, yes ma'am and to generate the kind of people that came, people had to know about it; Ms. Byers said she wanted to address one final comment that was made about not stopping community organization from doing the work that they are doing; Ms. Ezernack asked to please keep the comments down; Ms. Byers said her concerns were is the amount

of money the city is spending on this and duplicating efforts where volunteers are already available; Ms. Woods said she has been there, she has been on the streets, with all of the meetings and have walked and have been with the parents as they cried, have been to the funerals, have been there; she said what she has seen is the more the organizations meet, the more the children continue to die, so what do we need to do differently, because they are still dying and the group that you are meeting with, I would love to come to that meeting and what group is that, I don't even know that group; Ms. Byers commented the name of the group is Umoja and it stands for United Minds of Joint Action and they meet at 700 South 6th Street every Monday at 6:30 p.m. , she said this past Friday, they had a meeting with over 20 young people at a round table on the Southside talking about what they go through on a day to day basis and the children range from ages 8 to 17 and there is a lot of good discussion with the children, they live in the neighborhood and we are trying to work and progress against stopping the violence and this is what we are doing and we I come up here and ask how much money is being spent and or there other bids, I didn't know about these other community meetings, I think that all these people that are doing their own thing need to come together to work together and let's utilize the volunteer power that is available before we get another consultant and spend another big amount of money. Ms. Woods said she understands.

Mr. Wilson asked Ms. Byers if this organization was headed up by Ms. Marie Brown; Ms. Byers said yes, she is one of the leaders; he asked who was the Chairman of the committee and Ms. Brown answered she was; Mr. Wilson said he knew the church where they were meeting at and asked if this was for the entire City; Ms. Byers said it was for the entire city, and she said she lives in the Town & Country area, yards away from the City limits, but do business and work and most of my friends are in the city limits and do travel from the north side over to St. James on South 6th Street, because we are all concerned about these issues and we do want to see diversity in the solutions; Mr. Wilson thanked her for her hard work; Mayor said he would be looking for her at the meeting and she said she would be there.

Mrs. Ezernack said she would take one more.

Mr. Rickey Hanie, citizen, said he has full faith in Mr. Spears to do a great job and present the plan, but he's not going to be the one to implement the plan and he's not going to be the one held accountable and we can't fire him after the year is up; he asked who is going to be held accountable and who could be terminated if this plan doesn't work, it's going to be our responsibility to make sure the plan is implemented, not his; he asked who is going to be held accountable, Chief Holmes, if we are going to pay this money and I will be here July 20th, and every one after, who is accountable? Mrs. Ezernack said the Mayor may want to speak to it; Mayor Mayo said when you say who is going to be held accountable, what do you mean by that? Mr. Hanie said if the plan doesn't work, the Mayor asked what you mean if it doesn't work. Mr. Hanie said if crime doesn't decrease; Mayor Mayo said, if crime doesn't decrease and there is more than one element to this, hopefully crime will decrease and as Mr. Spears indicated in Compton California, it decreased by 50% and don't know if you were listening but there are several different components, there is one that I didn't mention, it's after school tutorial programs that are part of it, so how do you measure that; Mayor Mayo said you measure what's happening with faith based, you measure how many guns we are taking off the street, now when we have the deal on the 29th if we have ten guns taken off the street, some people would say that's nothing, that's ten guns more that's not on the street and if we have more programs in the recreation centers, where there are more youth, more partnerships, more people coming together, well I think that's successful, now after that time and if all areas of crime has gone down, burglaries, homicides, that would be a great thing, if it's still the same and we can measure and show that we got more activities going in some of these other areas and other folks that come in like the legislative body involved, which it appears there are more people involved in this effort than it has been in a long time, I think that is success but no, we can't fire him we applaud him for helping to pull all this together; Mayor Mayo said what he doesn't understand is when there are other groups to bring in other folks, everything is fine, but we are talking about a measly \$25,000 for a whole year; Mr. Hanie said he agrees with paying it but wants to know the plan to be implemented and not just pay him \$25,000 to give us a great plan and put on the shelf; Mayor Mayo said a plan that they implemented when they came here we were almost broke, and now we are up to almost \$15 million dollars surplus, so plans that we have put in place are working; Mayor Mayo said when we came here, Century Link wasn't Century Link, it was Century Tel, now it has acquired all these companies and the largest corporate headquarters, the plans that we are putting together are working, we put together a plan that got us the most beautiful city, the cleanest city in our category in the state, so it's working and we have areas, that we put things together that has worked and are putting this plan together, please allow it to work; Mr. Hanie said he wants it to work and will help make it work; he asked people to come and take action, he will be taking roll, Ms. Brown, I hope to see you; Mr. Hanie asked Mayor Mayo if he had written his name down, he said he will, Rickey Hanie.

Ms. Marie Brown, citizen, stated she wanted to invite the Mayor to their meeting every Monday, every Wednesday, 700 South 6th Street, at 6:30p.m. and everybody is always invited to the meetings and the meeting are diverse, and she said she didn't want to point them out but wanted to thank all of the diverse people for coming; she said they have a good meeting, they talk about things, and are trying to do things; she said she hate she is getting singled out, but thank the Mayor for calling her name; Mayor Mayo asked Ms. Brown where do they meet; Ms. Brown said 700 South 6th Street, right behind the boarded up fire station, every Monday and

Wednesday, they have two meetings because a lot of people can't come on Mondays, so they implemented a Wednesday night; Mayor Mayo said he would try to get there and she said she would look for him and Mayor Mayo said he would look for her on the 20th, will you be there; she said she would see him first.

Mr. Gene Tarver, citizen, said he wanted to answer the young man's question about who is going to be held accountable; he said that man right there, he's the one I'm going to hold accountable, every four years, he stands before the voters, he's accountable, the Council members are accountable; he said he has listened to the debate and have sat in a lot of debates and discussions and know when things happen and how they happen.

Mr. Echols stated that he wanted to note that have had two community meetings in District 1 on crime and was fortunate to have Chief Holmes to attend that meeting along with a couple of Council members and appreciate everyone for being a part of it; he said he will be hosting this fall a couple of series because of recent burglaries and other issues that have popped up and want to welcome everyone to that and will advertise it on social media, and share it with the media as well, and will most likely be at St. Alban's; he said and one other location, typically in the Garden District with the Garden District neighborhood alliance and will see those recurring meetings happening throughout October and November for District 1.

Department of Public Works: Public Comment: NONE.

Department of Community Affairs: Public Comment: NONE.

Police Department: Public Comment: NONE.

Fire Department: Public Comment: NONE.

Engineering Services: Public Comment:

(a) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 6993, accepting as substantially complete work done by and between the City of Monroe and Python Corporation for the concrete ditch repairs Louisville and Washington Streets Project, and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Mr. Echols and unanimously approved to Adopt Resolution No. 6994, accepting the base bid of Amethyst Construction, Inc., in the amount of \$178,721.43 Calypso Street Sinkhole Repair Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work. (There were no public comments).

(c) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 6995, authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the concrete ditch repairs Louisville and Washington Streets Contract, between the City of Monroe and Python Corporation, for a decrease in the contract amount of \$41.12 and further providing with respect thereto. (There were no public comments).

Mr. Wilson asked for the decrease amount; Mrs. Ezernack said it was \$41.12.

(d) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 6996, authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the MCC West End Electrical Upgrades Contract, between the City of Monroe and Wye Electric, Inc., for an increase in the contract amount of \$3,520.00 and further providing with respect thereto.

Mr. Wilson asked for the increased amount; Mrs. Ezernack said it was \$3,520.00.

INTRODUCTION OF RESOLUTIONS & ORDINANCES: Public Comment:

(a) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Introduce an Ordinance authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Granny's Family Restaurant Inc., at the airport, for certain property located at the Monroe Regional airport, and further providing with respect thereto. (A'port) (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to Introduce an Ordinance adopting the authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2017. (Admin.) (There were no public comments).

Comments:

Mrs. Ezernack asked Mrs. Haynie if the millage amount the same; she said yes.

(c) Upon a motion by Mr. Echols, second by Mr. Wilson and unanimously approved to Introduce an Ordinance to enact Article VII Titled “Transportation Network Companies” to Chapter 35 of the Monroe City Code Entitled “Vehicles for Hire” and further providing with respect thereto. (Legal)

Chairwoman Ezernack stated if there were a lot of people that wanted to speak that if someone has already mentioned your point, there is no need to come up and mention the same point again, but would like to hear what you have to say.

Comments:

Mr. Ronnie Scott, citizen, thanked the Council and Mayor for vetting the item and he spoke with his council member; he does support this and the one part he doesn't support is a deterrent, the annual fees with the per ride percentage adds up and it raises the breakeven point for the companies to want to come in; if we are looking for economic stimulus, we have a lot of plans in place for tax abatement, a lot of mechanisms, and don't think the \$2500 per year, per company is worth what it may cause in rejection for the companies that want to move into our area, he asked when we move to final adoption that the council and the Mayor suspend it for a year to allow for the growth of a new industry in this area without upfront barriers that most other companies do not face outside of bonds and other costs; we already proposing to get a quarter on every ride, let's make it work and work for us and make it profitable and try not to shoot holes in the ship before it gets out of the port.

Mr. Echols thanked Ms. Baldwin for her diligent work and kept the entire Council in the loop as to what her conversations has been with both Uber and Lyft; she has worked to model this cohesive legislation after what they are accepting with generous terms; have looked at dozens of different ordinances and this is one of the most generous for the company that will be participating, whether Uber or Lyft and do understand that Uber may have an interest in coming back to the table and having a discussion and you will have a group of Council men and women that are going to be eager to work and if need to tweak it before final introduction, we will have that welcome spirit amongst us; he thanked the Mayor for working with the Council to get it done and look forward to supporting it.

Ms. Baldwin said the fee and per ride charge was discussed and negotiated with Lyft, and they did agree to it, having a lot of correspondence with them regarding their comments, suggestions, possible changes in the ordinance before it was placed on the agenda and that was discussed with Lyft and agreed upon.

Mr. Echols thanked everyone for coming out and being passionate about this, it means a lot.

Mrs. Ezernack thanked everyone for their attendance tonight.

Mrs. Ezernack stated she wanted to remind everyone they would be revisiting this in two weeks for the final passage and if you want to be here for the final adoption, you can come back for that; she said if you don't want to stay for the rest of the meeting, that she will give you a few minutes to exit, so that we can continue the meeting, have a couple more items, there are a lot of you, and it's kind of noisy when you leave.

Mr. Echols asked them to take some pizza.

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

(a) Upon a motion by Mr. Echols, second by Ms. Woods and unanimously approved to Finally adopt Ordinance No. 11,782, authorizing James E. Mayo to enter into a Cooperative Endeavor Agreement with the Northeast Louisiana 2017 Host Committee and further authorizing with respect thereto. (Mayor's Office.)

Chairwoman Ezernack opened the public hearing and coming forward was:

1. Ms. Marilyn Denoux, citizen, asked what the host committee was; Mrs. Ezernack said it was an organization that would be having a meeting here, Rev. Ike Byrd is in charge of it, it is in the package and it has to do with the La. Missionary Baptist State Convention.

Seeing no one else come forward, the hearing was closed.

Mrs. Ezernack stated they would be entering the portion of the meeting, Citizens Participation, some people signed in and think they were here for the previous item, the Uber, Lyft discussion; she said if she reads your name, you want to be waived off and not speak to that item, then just waive us off and we will move on to the

next person; she said if you do come to the mic, you must state your name and address and you will be given three minutes, this is a comment section, it is not a question and answer session; if you have questions and you need an answer to that, then we can direct you to the right person to get the answer.

CITIZENS PARTICIPATION:

1. Mary Alice Curry, citizen, formerly of Salvation Army, asked if anyone was present that represent the Transit Department; Mrs. Ezernack asked her to get with Mr. Janway and he will be able to answer her question.
 2. Marilyn Denoux, citizen, commended the great efforts regarding crime and how many people will not turn on their front lights, side lights and back lights, this is a deterrent and more people should cut their lights on; she took the citizens police academy and wish there was a law that said we need to keep our lights on.
 3. Ms. Maryjane Yeager, citizen, commented about the city bus benches that have advertising on them are creating blind corners and people have been killed as a result of the benches being cockeyed so you can see the advertising on the bench and suggested the city is comfortable as long as you allow them to put the benches creating blind corners instead of parallel to the streets, they should be parallel to the street; on Forsythe people have put their wreaths there because they have lot children and children aren't patient enough to figure out how to look around the benches and they pull out and are killed and have called the traffic, bus, departments over the last year and a half and they don't pass the information along and this is serious business; she said she had a bill for Mayor Mayo to cover it for her and said it was \$12.12 and it's the gas she bought today to put in her lawn mower to mow the golf course for him; he asked if she got it approved, she said we talk about crime and the golf course is out of hand, it's scrub brush and don't know what's happening over there, they are mowing to a certain point and are stopping and the weeds are four inches up; the vandals on the back side of Entergy have been tagging the walls and her guys scrubbed it all away, and now since the weeds have grown up some more, they are coming on around and some body need to put cameras up to catch the vandals; she said Obie needs some help, he can't make it on what they have sent him, Truck need help on the golf course, the golf course has never looked like and it looks like the Southside of Chicago and you know what's going on there, crime; clean up our city, I love it and I care about it and the golf course Chennault, tree limbs are down, and no one is hauling them away, they can't mow properly, don't know what the hang up is, but whoever is in charge of picking up trees and weed eating; the golf courses are income producing, that's recreation, if they can mow around the swimming pool, that no body swims in, surely they can get the golf course cleaned up.
 4. Mr. K-9, citizen, said everybody is sitting back throwing using somebody else to chunk the rock and hide they hand and what is needed is for us to come together; he has been at three or different meetings and all can't attend everything, but throwing missiles at each need to stop, meetings are needed but we need to come together; Chief Holmes did a wonderful jobs over the weekend and six cars were stopped and they all had guns in them, everybody are scared; one of the people stopped was his son in law, he's 24 or 24 and had a whole AR 15 in his car and out of six of them, he was the only one with paper work on his gun and yes, he smokes bud, but that's his thing and when the police got him his charge he is going to jail; his question was who sold him the AR, he didn't walk up and get one and he got it from TP outdoors, I got it from the pawn shop; he said we need to talk them as a Council person and let's ask questions.
 5. Mr. Ronnie Scott, citizen, commented regarding consultants and read a text about what others have said which included a retired law enforcement officer which included instances of police stopping citizens and some with the Chief being told not to arrest citizens for murders etc. only for the purpose of increased crime statistics; he said he could get a signed affidavit if needed for the validity of the information he received from the retired officer; a consultant is often used to skew the data and numbers don't lie, but people can lie about numbers don't just fight crime numbers, but do fight crime; if lives aren't being saved and being in charge of it and paying people to be responsible for that and who is responsible for a parent when they have to bury their child.; Mr. Ronnie Scott asked for more transparency and higher level of accountability in regards to the claims.
 6. Rev. George Newman, citizen, referenced the community meeting at Berean Church on South 10th Street; commented about coming together in the city; he said the infrastructure in the City is about to fall apart, the levee is about to be flooded and God is telling us that the water is coming back; the levee board can come in and fill in some of the levee, because the water is coming according to Revelation 12.
- Mr. Echols congratulated Mr. Bahr on his success on the Food Network Show, and appreciates the vibrant praise that he brings back to Northeast Louisiana, Momroe, he is a star and icon, and appreciates all is efforts. We look forward to seeing a winner in a few weeks.

There being no further business to come before the Council, the meeting was adjourned at 7:44 p.m., upon a motion of Mr. Wilson and seconded by Mr. Wilson.

Mrs. Gretchen Ezernack
Council Chairwoman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

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

MONROE HISTORIC PRESERVATION COMMISSION

Mayor Jamie E. Mayo
Chris Fisher, PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE HERITAGE PRESERVATION COMMISSION

April 3, 2017 City Hall Monroe, Louisiana

RE: HIS 108-17

APPLICANT: Mahemud Tejani

MOTIONED BY: Mr. William Cookston

SECONDED BY: Mrs. Zimmerman

The Heritage Preservation Commission denies the request to replace wooden windows on the second floor façade and also adding a new vertical wooden façade to the first floor of an existing building located at 109 Catalpa Street in the Don Juan Filhiol Historic District.

The Monroe Planning Commission had a majority vote for denial.

Post Office Box 123, Monroe, LA 71210. 318-329-2335
Visit us at www.monroe.la.us

March 28, 2017

To: Monroe Historic Preservation Commission:

FROM: Mahemud Tejani
201 Kendall Ridge Drive
West Monroe, LA 71291

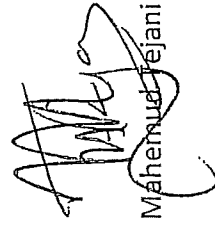
REF: Meeting Dated Thursday March 2, 2017

To whom it may concern

I Mahemud Tejani will be appealing the decision made by the Heritage Preservation Commission about building repairs.

If you have any further questions, please contact me at (318)-791-1272

Sincerely,



Mahemud Tejani

REGULAR MEETING

HISTORIC PRESERVATION COMMISSION

MARCH 2, 2017 CITY HALL MONROE, LOUISIANA

MEMBERS PRESENT:

Dr. Timothy Mickel
Mrs. Clara Sartor
Mrs. Melissa Zimmerman
Mr. William Cookston
Mr. Cedrick Hemphill

MEMBERS ABSENT:

OTHERS PRESENT:

Mrs. Alyeasha Clay, Zoning Administrator
Mr. Jesse Garcia, Planner
Mrs. Joanne Poret, Planning Director
Mr. Tyler Moses, 2008 Frances Place, Monroe LA
Mr. Josh Taylor, 108 Parkway Boulevard, West Monroe LA
Mr. Todd Colvin, 605 Glenmar, Monroe LA
Mrs. Debora Colvin, 605 Glenmar, Monroe LA
Mr. Joshua Chambliss, 406 Filhiol Avenue, Monroe LA
Mrs. Kathleen Spyres, 407 Erin Avenue, Monroe LA
Mr. James Turner, 305 Auburn Avenue, Monroe LA
Mr. Charles Frost, 501 Roselawn Avenue, Monroe LA
Mr. Hussein Tejani
Mr. Tyrone Dickson, 3004 Dick Taylor, Monroe LA
Mr. Michael Echols, 1800 Riverside Drive, Monroe LA

The Regular Meeting of the Heritage Preservation Commission for the City of Monroe was called to order Thursday, March 2, 2017 at 6:30 p.m. by Dr. Timothy Mickel, Chairman, in the Monroe City Hall Council Chambers, First Floor, City Hall, and Monroe, Louisiana.

**HIS 108-17: Request to replace wooden windows on the second floor
façade and also adding a new vertical wooden façade to the
first floor of an existing building – 109 Catalpa Street – CBD
(Central Business) District – Don Juan Filhiol Historic District
– Mahemud Tejani**

Mr. Tyrone Dickson of 300 Dick Taylor Street.

Dr. Mickel: So tell us a little bit about how this project evolved.

Mr. Dickson: To be frank with you, first of all we definitely apologize if we did anything wrong. What happened is that we had a lot of termite biting the wood and over the years the wood was damaged with water and it was causing a hazard. It was looking all kind of tacky. So this coincidence when the news people came out we were talking about bringing downtown up to par where people could look at our site and we wanted to come to the Monroe area to see downtown looking beautiful. So when we get in and started beautifying it we didn't want to just to take it and if you look on the pictures where the boards were coming off all rotten and nobody wanted to stand in front of them and take no picture so we replaced things and to keep the hazard down. It was just rotten and just damaged. The paint, you see all the stuff we pulled all off of it and possibly one window had come down. We didn't want it to look all tacky by putting boards up there and so that's why we did it and tried to make it look as beautiful as we can.

Dr. Mickel: Did you get a building permit before you started the work?

Mr. Dickson: Well, no because when I had talked to someone they said that we didn't need one because we were only replacing the wood. Immediately when they said that we had too I immediately came down and talked to someone. I immediately came down and talked to the young lady and tried to explain to her what was going on and I tried to explain to her what we were doing and that is when I proceeded.

Dr. Mickel: So, if I am hearing it right, what you presented to her is that you were going to replace some rotten boards on some existing windows and then what happened was that the project took on a life of its own and got bigger than that.

Mr. Dickson: What happened was someone else took it bigger than what they own and it got bigger than that by calling and notifying people because we had no understanding that we had to come and do all of this with the windows. We didn't have an idea. We would never say well I am just going to do what was wrong. We got the closest windows that we could to out up there to be as neatly and professional as we could.

Dr. Mickel: Well, I drive by that building from time to time going to work and it looks like the project is already done.

Mr. Dickson: And I apologize. I'm sorry. I can't say that enough. I tried to do what I could.

Dr. Mickel: So you are asking for forgiveness and not permission.

Mr. Dickson: Alright, then I am going to ask that you forgive us for doing something that someone else lead us not to do. So that is why we are trying to hurry up and do what was right but it was too far along so kept trying and I tell you what we are going to do what is right and that is when this young lady right here said hey lets go to the board.

Dr. Mickel: Have you ever been to a Board of Adjustments meeting? Or seen the Board of Adjustments on the television channel? You are lucky that you are not at the Board of Adjustments right now because they would not be as nice.

Mr. Dickson: Thank you for understanding.

Dr. Mickel: Well, I am not sure that we can be as understanding as we usually are with this. I mean, it sounds like that when you initially talked to Joanne about the building permit she felt that you were just going to replace some rotten wood on existing windows. For that, you really didn't need to come before the Historical Preservation Commission. If you are replacing like with like and it is just because of rot and water getting in and things like that and we generally stand in the property owners way. But what happened was you then took the liberty to board the windows up with a different material that is not in keeping with the historical facade of the building. It is totally different than what you originally got permission for. That is the issue more than anything else. So that is kind of a big issue. Anybody else have any comments there?

Mr. Cookston: I agree with your perception of what happened. This poor gentleman started out and I truly believe he is trying to do the right thing. He does have a building permit. I stopped and looked and it was issued on February 8th, 2017. It is posted on the building just like it should. In his defense, he does have a building permit and the documents that he has presented to us. At this point in time the building is complete. When these photographs and things were made it was still a work in progress. He got a building permit. However, the procedure for getting a building permit, one of the steps is to go through our –

Mrs. Poret: I think what he got was a remodeling permit.

Mr. Cookston: It does, it says remodel.

Mrs. Zimmerman: Which is interior? Or?

Mrs. Sartor: Is that interior only?

Mrs. Poret: When you got the permit it was for the windows?

Mr. Dickson: I am going to be honest with you, I was thinking it was for everything. That's why I say I totally apologize but it wasn't. She told me just for the boards when I talked to her. She said if I was putting nothing but boards up I believe.

Mrs. Poret: Yes, I didn't issue the permit, someone else did.

Mr. Dickson: The other lady. I say you meaning...

Mrs. Poret: I know, if that was what he was only doing I think he would have needed a remodeling permit for that. So it was maybe what he got.

Mr. Dickson: Because everyone was misleading me and then the young man that someone called had to get out on sick leave to come and tell me "Hey, everybody stop" and all that. Okay, we stopped. So he is telling us which way to go but then we went down to another secretary to get what we needed. I only did what I was told to do.

Mrs. Poret: I think what happened was he got the remodeling permit, they were replacing their wood, and probably ran into, as you say, other issues and just.

Mrs. Sartor: Kept going.

Mrs. Poret: Yeah and assumed that permit was going to cover that.

Mr. Cookston: So if I understand the process correctly, you can just go down to the permit office and say I want a remodel permit and that is to do what you want?

Mrs. Poret: Well, if we are not given the right information when they come in. I mean, if he would have said that they were going to replace the windows when they came in then he would have immediately gotten an application. But if we are being told this is what we are doing you go with that they are saying. You don't ...

Mr. Dickson: The only reason that got addressed, that morning when I went down and I spoke with someone and someone had called me at seven o'clock in the morning saying hey I got a phone call said that you are not doing what you are told because a guy, who is sitting in the back, Mr. Echols, called and told them that you are going to hear from Mrs. Joanne in the morning. I was in shock and was like what is this about and he said you will hear from Mrs. Joanne in the morning. I'm like this is a ... why would he be saying, who is Mrs. Joanne? I go look at the card and they said that you are not doing this right, you are supposed to do this here. You did not get permission for the historic windows. I'm like woaah what are they talking about. I was lost but I never came out and said anything. I stayed behind the door and never said anything. I am like what is all this about. Then I go and check and he is the chair councilman and don't get me wrong but that is Mr. Kenneth Wilsons District so I am just like what is all this about? So I think personally why I am here is, not throwing slangs, but people are throwing their weight around for something that is looking beautiful. I can see if I took boards and put all kind of tacky stuff up or whatever. We got great compliments on the building so if I did something wrong I get it and I apologize.

Mr. Cookston: Clear something up for me. In the beginning of this project when you were going to start this project. Did you go to city hall and request any kind of a building permit or did you go ahead and start doing some work on the building without any kind of a permit whatsoever?

Mr. Dickson: No sir. I called. Okay, I am going to describe this. I can't remember her name but maybe you can help me. The young black lady, I came in and asked her did we need a building permit and I told her what was going and she said I don't think you are going to need any building permit for what you all got going on and she said that if it does that she I will email him, he is out and when he get back in I will make sure that he will call you all if you need any other type of permit. As of now you don't need one. So, this is the lady that I talked to because I made sure I got her name if I could approach the bench. This and I got the supervisor got called in. Someone emailed and called him to make him get out of his bed, he was sick, to come by there. He said we had to have this. We had everything that he told us that we had to do. The lights and all that. So we immediately come down and get exactly what he told us to do. Then when week comes around that Sunday that is when all the other commotion come up and we had to go back to this young lady here and she said well let's do it the right way, let's go in front of the board is that is what you want to do and that is what I did. Now correct me and I am sorry if I did not tell the truth.

Mr. Cookston: That explanation sounds truthful and logical to me. I believe that the problem started at the permit office when somebody said yeah you can just go ahead and do this.

Mrs. Poret: I don't think that is what happened. I think when he came in and said to her what they needed she told them to come to us because it was in a historic district. When he explained to me what he was doing I said you might not need to go before the historic board but you might need a remodeling permit. So he went back to Inspections and I assume got what he needed. Then we heard a few days later that windows and the facade was going up. That is not what we had talked about. I still think that would be covered under the remodeling permit, the issue is he didn't get approval for the windows or the facade.

Dr. Mickel: Why didn't someone not stop him then? Because now he spent a lot of money and completed this thing.

Mr. Cookston: I mean, he has a huge investment in this project.

Mrs. Poret: As far as I know, I think the building inspector –

Mr. Dickson: No ma'am.

Mrs. Poret: And I talked to you that Monday and I told him he should stop what he is doing until this was done.

Mr. Dickson: And that is what I did. I stopped immediately. If you go on the backside you will see I threw some boards up because when they come this way I say look we can't do nothing else. She told me very politely let's wait and see but I had already did everything under the impression what I was doing was right. Like I said, once again, if I did it wrong I totally apologize but I only did and like she said she correct me when I was right. I went from one person and they told me this and then I came to her, Mrs. Joanne. And then she told me if you are doing windows you have to go through and I said okay and I didn't put nothing else up.

Mr. Cookston: Just these photographs that you had presented to us, this photograph of the stage of construction there is only a few windows that have been modified up top. The next picture up above, additional windows have been modified and today the whole of the project is completed. Somewhere along the line somebody said woah wait a minute there is a problem here.

Mr. Dickson: No sir. What happened was, you see the pictures that I gave you, that was from beginning, end and when we started doing they were doing the top and the bottom at the same time. About time she told us, if you look at the pictures, that there hadn't got done. That was just pictures that I was showing before and after like that. I was only taking pictures of the building but nobody had come out and told me anything. We only got word that Sunday from Mr. Echols back there. It was already done.

Mrs. Zimmerman: So you are saying the pictures that are with this proposal were not submitted by you as the way it stood to put in the proposal? Is that accurate?

Mr. Dickson: What I am saying is we had already, I was just snapping pictures as it was going. When the other guys were up fixing it I kept snapping pictures. By the time he come by everything was already done and when he came back that Monday he said we had to go talk to the young lady, Mrs. Joanne. That's why on the side immediately I did throw piece of ply board back up on the side and did nothing else to it because he immediately told me that we couldn't do it. That he had to go in front of the Historic Board. So I didn't do nothing no further. I stopped.

Mr. Cookston: I can see in this picture there is a big star in this little square here. Well today that star is gone and there is vertical boards in there and vertical boards in here. So some have –

Mr. Dickson: I agree with you on the star, that was some of my own personal stuff there and we took it down and was going to put the sign because we didn't know and we weren't going to do nothing else. We just moved that star out of there. Yes sir, we removed it.

Mr. Cookston: Because nobody said anything one way or the other about that. You took it upon yourself to take the star off.

Mr. Dickson: Nobody said you could or you couldn't. No sir, nobody. They didn't tell me, I just took that off myself.

Mrs. Zimmerman: While we are looking through all this I just feel that I need to say that you have missed an opportunity too in the sense that there are historic preservation credits available for. Part of what is great about being in a historic preservation district is that you can look into things as a business, right? For tax credits and such. If you take it back to the way that it used to be and you meet the guidelines which our guidelines are modeled on the National Historic Preservation guidelines.

Mr. Dickson: Let me tell you this, I wish I would have known all that. When we asked someone downtown you know what the first thing they told us is that is not a historic building. Let me tell you who showed me it was a historic building when all this went in because I approached Mrs. Joanne with it and she said "Why did they tell you that? Hold on, let me make sure." And she pulled a map and said yep it is in a historic. She is the only lady that helped me. It was at the bottom point when I finally got a chance to get to her. Nobody told me. I only did what everybody was telling me going through the procedures. I only did what I was asked to do.

Mr. Cookston: I still believe there is a disconnect with the way the permit stuff is handled and part of the problem is when somebody comes in and says I'm going to replace some windows. There is no drawing, there is nothing. When I say that I am going to pain the house and it is going to be a pretty color.

Mrs. Zimmerman: Define pretty.

Mr. Cookston: Pretty to me is not pretty to them.

Mrs. Poret: If they come in and say they are replacing windows the inspections office is not going to ask them for drawings. If it is in a historic district they would be coming

through this board and they would have to present it. So if they are just coming in to replace windows, no they would not be asked that.

Mr. Cookston: But this is in the historic district.

Mrs. Poret: I know. I am saying that if they walk in the inspections office and said they are replacing windows and it is not in the district then they wouldn't be requested that they have drawings. If he would have said that he was replacing windows then yes that would have happened. We can only go by what people come in and tell us. If they come in and say we are replacing windows I am not going to call them liars. If they are replacing windows and it is not in a historic district they go here or they come and see us. We only can go by what we are told.

Mr. Cookston: I understand that but on behalf of this gentleman here. Whoever said yes you can do that should have said is this in a historic district and he is going to say I don't know.

Mrs. Poret: He came in. I don't think you told her you were replacing windows, did you?

Mr. Dickson: The only thing I did was give her the address and say we needed some type of permit. They said everybody keep calling, sending emails, and calling burning their phone up. So when I asked her I said we needed a permit. I never said anything about what we were doing I just told her that we were replacing the board and they told me that I didn't need it now. When they gave me the call that Monday morning or whenever I had to go get a permit and they come back that next week. That is when it was like did you replace the windows, you can't do that. I said I got the permit that they told me to get. I only did what they told me to do.

Mr. Zimmerman: So there is a disconnect in understanding that the permit received was in essence under the impression that only the rotten wood was replaced not that there would be significant changes to the esthetics of the outside of the building.

Mr. Dickson: The rotten wood was all the way up top with the termites and the water damage all over the years had damaged and were about to fall. Actually, we looked and I can show you a picture of where glass fell down and I thank God that it didn't hurt the lady. It fell down from the boards coming loose over the years. We don't even use the top. We can board it up and we don't even use it. We just want it to look neat and it fell down. Thank God it didn't hit nobody.

Dr. Mickel: I think you put your finger on the real disconnect. When someone comes with any building in the historic district and they want to do something I think, even though he said I am just going to replace rotten window casing, it is incumbent on I think you guys to say if you do anything other than that, if you do anything that affects the external appearance of the building. If you do anything other than what you just said, replacing this rotten wood, then you have to come before the Historical Preservation Commission. I think it is unreasonable to expect citizens to understand the whole city code. While I know the general principle of ignorance of the law is no excuse, it kind of prevails. I think you have to apply some common sense to that and I think this guy is trying to act in good faith to his building up and he didn't understand that he couldn't just do what he had to do to shore it up. Somebody should have said look, if you do anything other than and you have

to come before the Historic Preservation Commission. They should have told him upfront. So now we got the conundrum that this guy spent a lot of money on a building and he is finished with his project and it is not something that we would have approved but we would have been able to give him some guidelines and some guidance with the type of windows to use and we could have given him some guidance on historical tax credits and a whole lot of other things that would have helped him in the long run. He didn't get to avail himself of any of that. I think part of that responsibility lies with the permit office.

Mrs. Zimmerman: I also think, I know this is a big conversation so I am just going to add this in while we are talking about it. There is the bigger problem here too of rather than making homeowners and business owners come in to replace like with like. We went that route because it was becoming such a burden on homeowners and such to have to come before the commission to say well I am putting up the exact thing that was there. So we went that direction. You almost can't have it both ways though because either you replace like with like and if you don't you have to come before the board and you are probably going to have to go back and fix it or you always have to come before the commission for everything you do. I feel that it is really a tough question.

Mrs. Sartor: Yes, I agree.

Dr. Mickel: Then it becomes even more incumbent upon the people that say okay you can replace like with like but you do anything other than that and not only are you going to have to take it apart if you do it but before you do it you are going to have to come before the board before getting approved. If you do it anyways than you might have to take it down at your own expense and do something different. The government is supposed to work for people and I think part of it is that someone has a roof leak and they are going to fix their roof and put the same shingles back up they shouldn't have to wait a month and come before the commission. That is the spirit of why we started saying, okay if you are going to replace like with like you don't have to do it. That is entirely reasonable. That is such a common sense approach. That is the way that government is supposed to work.

Mrs. Zimmerman: We need something formal that goes with it that says I see where you are headed because otherwise it is he said she said. There needs to be something that is part of it that says I understand that I am doing X and if I go outside of this then I need to come back for guidance.

Dr. Mickel: The permit that gets issued needs to be conditional or needs to be specific somehow. Maybe that is an issue that needs to be addressed rather than say here is your permit. Say here is your permit for this and that is all you get the permit for.

Mrs. Sartor: Have the applicant sign off to say that I am replacing what is there with something that looks identical.

Dr. Mickel: Right.

Mr. Sartor: As far as if it a roof or windows or whatever.

Dr. Mickel: In the historic district. If it is not in the historic district then it becomes a mood point but in the historic districts I think it is a dual responsibility. It is a shared responsibility and I think part of it is that it is something that you guys issue permits all the time and you

are familiar with historic districts and you know what the right thing to do is. So I think that having a homeowner that maybe doing this one time in the historic district and never again or has never done anything in the historic district, to have them understand all that is a little bit of a stretch. I do think that they need to be specific. Some of the conditional permits, if it a like for like permit then it needs to say okay this is what it is for and they do probably need to sign off on it.

Mr. Cookston: Well we also have, in my opinion, another dilemma here. This gentleman acted in good faith and proceeded along the way he thought this should go. In my opinion, what we see here, if it would have come before our commission we would have denied his request to do this. Part of the role I believe of this commission is to protect the integrity of the historic district and all of the citizens of Monroe so we can have things that are built or remodeled that are esthetically pleasing and that is part of our role to ensure that that happens. For me, the big issue right now today is, in my opinion, this does not fulfill those requirements to the citizens of our community that this is a handsome thing that meets esthetic criteria and guidelines that we have. He, in his mind and my mind, played by the rules and now something is out there that he has spent a lot of money to do and now he is before us and what do we do if yes that's fine. Then all of these other folks in the community would possibly be upset because something was allowed to happen that is not appropriate to a historic district. So the dilemma before us is do we accept his project because he did it in good faith and played by the rules and now we are where we are or do we deny his request for the bigger benefit of the whole community. He is the one bearing the economic burden of this whole thing. If we deny him and he has to do something different, he is out a lot of change. If we let it go then all the other citizens of the community are not out any money. They are just angry because it doesn't look good.

Mrs. Sartor: But it also affects the whole character of that district because there is no doubt that it is a historic building and there is no doubt that it is in the district.

Mrs. Zimmerman: It was a contributing building so it affects the ability to maintain the designation.

Mr. Cookston: You all are right.

Mr. Dickson: I totally understand that but in my defense, if I kept letting it look like it did and it hurt someone then I am in a catch 22 that way sir.

Mrs. Sartor: We understand that you had to make repairs it is just the way that the repairs were made. They don't match the historic guidelines for a historic building.

Mr. Dickson: If I had done everything you said and I had no problem if I had known that. If I could have matched a window or something that they probably discontinued because the building is so old. I remember when I was a little boy walking by there it was H. Mickel's and it was probably something else before then. So if I would have done everything I am in like a seesaw. I do everything they ask me to do and then when I go back and finally the last day was talk to Mrs. Joanne who told me that it wasn't right and it was too late to come to you all. In my heart I feel like if it was them how would they feel if they spent it and it went the same way I went and they thought it was right. I got misled. How would you feel and anyone could come up and speak. I have no problem with that but if they had done repairs to their house and went through the same procedure then they have to come

back and do this how would you feel about it as a home owner. You would feel very upset because you would have done everything you thought was right to replace something nice and beautiful. Because everybody gives you good compliments. People are coming by and taking pictures giving me good compliments.

Dr. Mickel: We hear you and I think the bigger issue is that each building and the appearance of each building and how it fits into the historical character of the entire downtown area affects all the other ones. While that building, if it were not in downtown, might fit in whatever neighborhood it might happen to be in. In the neighborhood it exist in now, the repairs you did are not consistent with the period the building was built and the historical character of the building. That is our point. We know it was rotten, we know you had to do stuff and we appreciate that and it made it safer. The problem is the appearance changes you made on it, while they are better than the rotten wood, don't restore it to the way the building used to look. And I agree that maybe these exact same windows aren't available but there are replicas that are acceptable. Those are things that we had the opportunity we could have helped and guided you on and gotten you where you needed to be without having to spend a whole lot of money doing it. I think that is the tragedy in this frankly and it just shouldn't happen.

Mr. Dickson: I would have come to you all just like she was nice enough to tell me. I would have been here for this meeting to find out if I was going wrong and you would have got me in the right direction. I would have had no problem because she had no problem calling me Monday morning and telling me no you can't do this you have to go before the historic board and I said yes ma'am. I didn't argue and she will tell you I did what she asked me to do. I emailed the inspector. They had an inspector there and everything to come and get the license and everything there to make sure that everything is right because they kept calling up there sending emails as it was a like a target.

Dr. Mickel: Before we go any further, does anybody in the audience have any comments on this project? Yes sir.

Mr. Jason Thomas:

Mr. Thomas: My wife and own Castle Hall that you all talked about earlier. May I ask, sir, are you the building owner?

Mr. Dickson: I'm his manager. He is out of town, he had an emergency.

Mr. Thomas: So you are not out any money, did you get paid for the work you did?

Mr. Dickson: ... (Inaudible)

Mr. Thomas: Okay, but anyways, one thing I want to make a comment about where you said there are the people out money besides him. As property owners in downtown, all of our buildings are historical. We take a lot of pride in downtown Monroe and a lot of expense we put out to maintain the historical integrity of downtown Monroe and to try to bring it back to the way it should. I know you are just doing your job and I respect that 100% but the reason people were coming by and taking pictures and the reason people were calling Joanne and making complaints or the same reason if Todd Colvin would have painted his house pink without calling you all, all the neighbors would have come to you

had said hey what are you doing. Then same thing here. People were calling attention to something that certainly did not line up with the historical integrity of downtown. I drove by and hit my brakes and was shocked and that is just the difference in my understanding of historical properties versus yours. There is nothing wrong with that but I know what it takes to maintain a historical buildings and preserve something that is beautiful and has great history attached to it. To me when I look at that building it just rips my heart out because to me it just looks terrible compared to the rest of the buildings around it. In another context, another area, it would look good. I would have to say it would look neat but it is a horrible detractor from the other historical buildings. I know Wayne Williamson has a building behind that that he redid. Similar kind of building and it looks nice. He didn't do anything out of line, out of character with it. Some modern touches to it that are probably not historical but still look good.

Mr. Dickson: I can understand you but my thing is if they would have told me when I got the permit, if someone would have guided me in the right direction, I would have done everything the right way to try and get it the way and we thought it was beautiful.

Mr. Thomas: Right and it kind of goes with what he said. Sometimes not knowing is not an excuse. If somebody owns a building, I think the building owner knows it is historical and I think the guy that owns this building knows that it is an old building.

Mr. Dickson: ... (Inaudible)

Mr. Thomas: I understand but if you go and say I am going to replace a little wood work and they say gee I need some windows and start doing windows and start doing some other things and people start calling and emailing and something is wrong. It is obvious that something is wrong and if you go back and say hey I got to do this and do that and you just keep going. I was one of the guys that emailed Joanne, I was one of the people that called Michael Echols because I care about downtown Monroe and the integrity of the historic district. There were people there working Friday, Saturday, and Sunday all day. I went by there many times and took pictures myself. Nobody stopped working. It was wide open the whole time. That is your prerogative, not mine. How did the city handle it in terms of the complaint? It was on a weekend, I don't know. I can see the value in working all weekend and then asking for forgiveness on Monday and maybe that is what happened. I don't know but look, to me, this is a horrible injustice for the historical district the way this was done. I personally I'd rather buy the building today just like it sits then to let it be what it is. That is just how I feel about it. I only buy properties in that area. I buy them in different areas of Monroe but I would buy this property today if the price is right just to be able to put it back to the way that it needs to be and I don't really have any interest in it. I have an interest in in downtown Monroe and historic preservation.

Dr. Mickel: Thank you, I appreciate your comments. Anybody else have any comments? Yes sir?

Mr. Hussain Tejani:

Mr. Tejani: My understanding is that you rather see a downtown historical building boarded up so it can look pretty with all ugly boards all over it to preserve it and let it rot when something is completely, like, all the wood is getting all eaten up. The termites are getting into it.

Dr. Mickel: That is not at all what we are saying.

Mr. Tejani: No, but what I am saying is the other alternative to what you are saying is to just have them board up the windows since they don't want to replace the window. Would that be something that you would look at?

Dr. Mickel: No, no.

Mr. Tejani: That is what I am saying. Would you rather see something that is esthetically prettier than what it was?

Dr. Mickel: Well I think the main point is there is a process and the process is you have a plan for the building, you present it to the historical preservation commission and there is comment exchange in either approval or denial. What you did or perhaps that is your brother that did that was they went ahead and did it without regard to the rules. Now that it is done you want us to rubber stamp it by going back to the retrospective scope and say you just want us to let it rot. Instead you boarded all the windows up and that is supposed to be okay.

Mr. Tejani: No, when they went in there, when they went to the wood, everything up there is completely rotted out. Now what do you do in a scenario where you started work --

Dr. Mickel: So you stop at that point and you come before the commission and say that we have to do more than --

Mr. Tejani: So you are telling me that you exposed the whole building completely out --

Dr. Mickel: Well you knew that before the whole building got exposed.

Mr. Tejani: See what happened was when they went in there they did not realize how badly damaged the wood work was.

Dr. Mickel: Right, but once they started they said hey this is a bigger scope then just replacing a few rotten boards. We are going to go back before the commission or we can just say they gave us permission to replace some rotten boards so we are just going to do all us this and when we finish it we will go back and ask for their blessing.

Mr. Tejani: If you see the windows, they had boards that were falling apart off the windows.

Dr. Mickel: Yes, they did initially. So why didn't somebody assess the entire scope of the project before you started doing anything and come before the commission like you should have done. Why did somebody say well we will just tell them that we are going to replace a few rotten boards?

Mr. Dickson: I want to clarify that. I did not say I was going to replace a few boards. I don't want to get thrown way out there. I went exactly how I was told to go. I went through the procedure by going to get the permit, taking it to the guy with his contractor because they first said you don't have a licensed contractor. Stop. We got a licensed contractor. He was

there. We bought all the stuff they told us to do. So why don't no one tell us hey you can't do this like this here. Why did no one step up and say it if you are going to replace this or what else are you going to replace. You made me go through all the procedures.

Mrs. Zimmerman: I have a question. The mission for this commission is to determine whether or not the esthetic proposal meets the guidelines and the direction for what we have been charged with. Concerns with other permits ultimately, I'm just going to say, should probably go back if there is a concern about what was done prior to getting here. We don't have control over that.

Dr. Mickel: I see where you are going. Let's go back, we can discuss the concepts and the principles here all night long. I think the people in this audience and I think the TV viewing audience understands the role of the commission is to protect the historic districts and having said that had we been presented with this proposal initially the outcome wouldn't be the same as it is now. So let's go back to this. This proposal is being submitted as if it hasn't been done yet. Now we understand it and we have discussed it so we can entertain a motion of whether or not to approve this proposal as presented.

Mrs. Sartor: Do we need to discuss it any further as to what the issues are with what has been done.

Dr. Mickel: Well we know what materials have been chosen for the project. We have a picture of what the project is going to look like because it looks that way already so we need to review this as if he is presenting this to us before he did and these are pictures of what it is going to look like. So that is our role of the Historical Preservation Commission. The consequences that fall depending on how we vote are left up to the city and the permit office and the enforcement people and all that. So our roles is just to decide whether this fits in the historic district or not.

Mrs. Sartor: Whether it is appropriate.

Dr. Mickel: So I guess the question is would we have issued a certificate of appropriateness for this so we can discuss this further or we can entertain a motion to that.

Mr. Cookston: I move that we deny the application as presented to our commission.

Mrs. Zimmerman: I will second it.

Motion approved by a 5-0 vote to deny.

Meeting Adjourned at 6:18PM

City of Monroe
Heritage Preservation Commission

CASE NO.: HIS 108-17
NAME OF APPLICANT: Mahumed Tejani
ADDRESS OF PROPERTY: 109 Catalpa Street
HISTORIC DISTRICT: Don Juan Filhiol Historic District

REQUEST: The applicant is requesting to replace wooden windows on the second floor façade and also adding a new vertical wooden façade to the first floor of an existing building, at 109 Catalpa Street.

SIZE OF PROPERTY: 0.27 acres (more or less)

PRESENT ZONING: CBD (Central Business) District

PRESENT USE: Vacant

MOST NEARLY BOUNDED BY (STREETS): North of Harrison Street, south of DeSiard Street, east of Catalpa Street and west of Hall Street

SURROUNDING LAND USES: Surrounding land use consists of office and retail spaces to the north; City of Monroe Bus Terminal and medical offices to the south; offices and the Salvation Army to the east; a medical pharmacy and offices to the west of the site.

COMMENTS/RECOMMENDATIONS: Approve the request as submitted by the applicant.

Deny the request as submitted by the applicant.

The applicant is requesting to replace sixteen (16) one-over-one wood sash windows. The applicant has replaced these windows with six-over-six aluminum windows, for the second floor of the building.

The first floor façade is also being renovated. The exterior cloth awning has been removed and the entire first floor wooden façade has been replaced as a vertical wooden cedar feature, with large insets on either side of the front door entrances.

The applicant does not intend to paint the wood. He will treat and stain the wood.

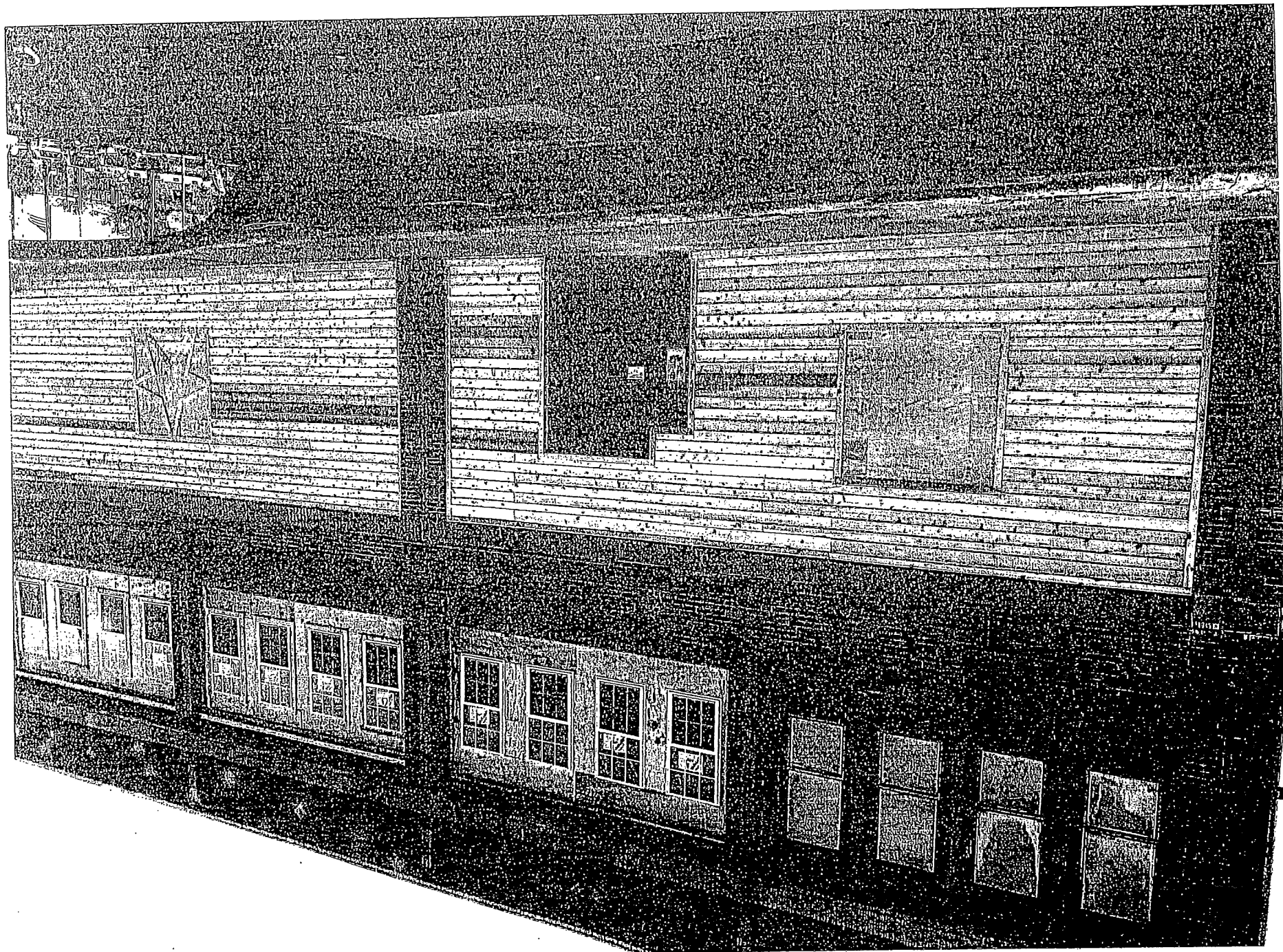
The applicant has provided a site plan and pictures for the commission to review.

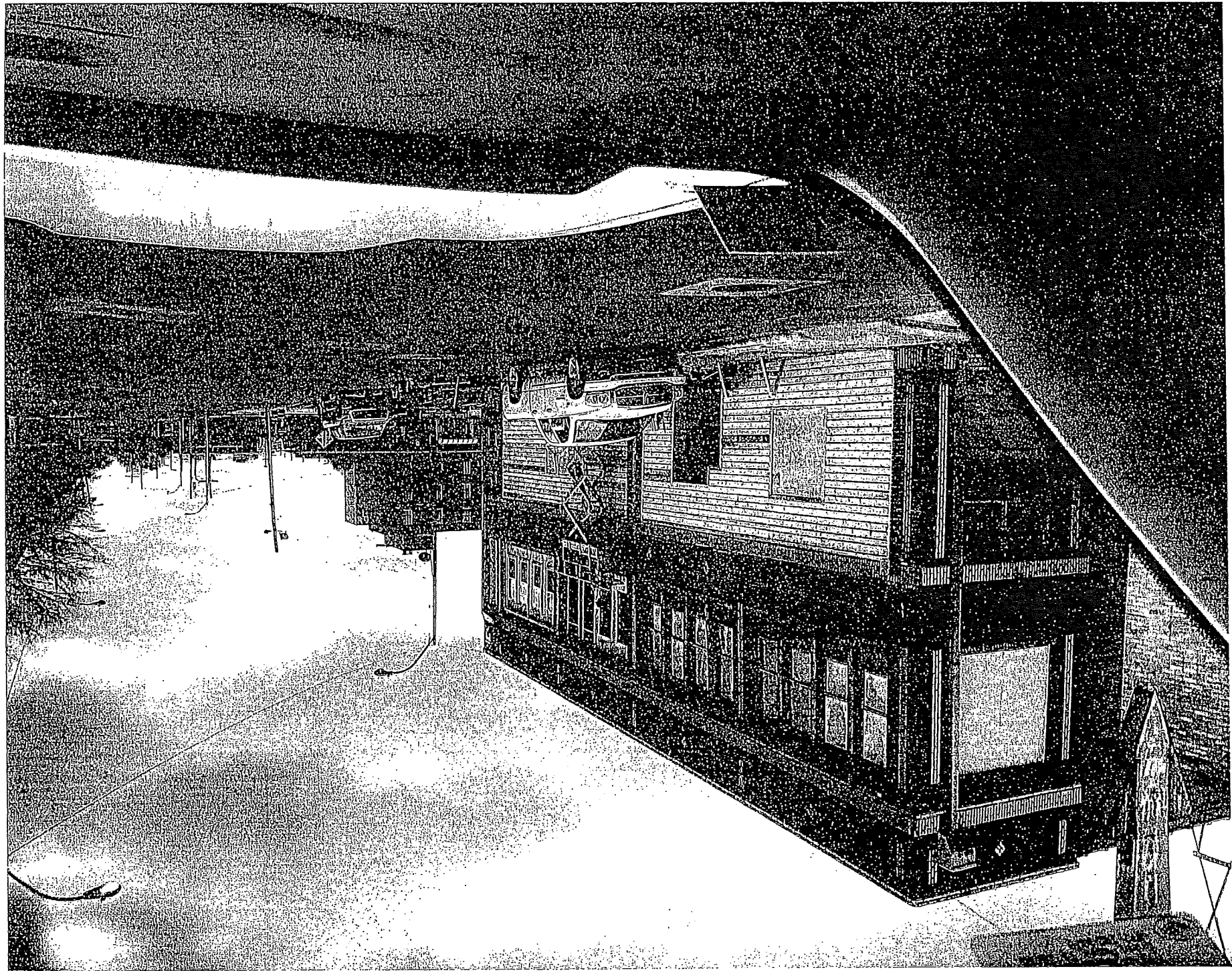
DESIGN GUIDELINES:

The policy requests, to preserve, maintain or repair original windows. Do not conceal, enclose or cover historic windows. If replacements are necessary due to deterioration, match the historic window in size, and number and arrangement of panes or lights. Ensure replacement window frames are of the same material, such as wood or metal, as original windows. Do not introduce window openings on facades.

Repair deteriorating wood windows as needed. When possible, replace missing panes or damaged sashes rather than the entire windows.

Replace windows only if they are beyond repair, and match replacements to the original in size, materials, and number and arrangement of lights.





109 Catalpa
Google Maps ← 160 Catalpa St

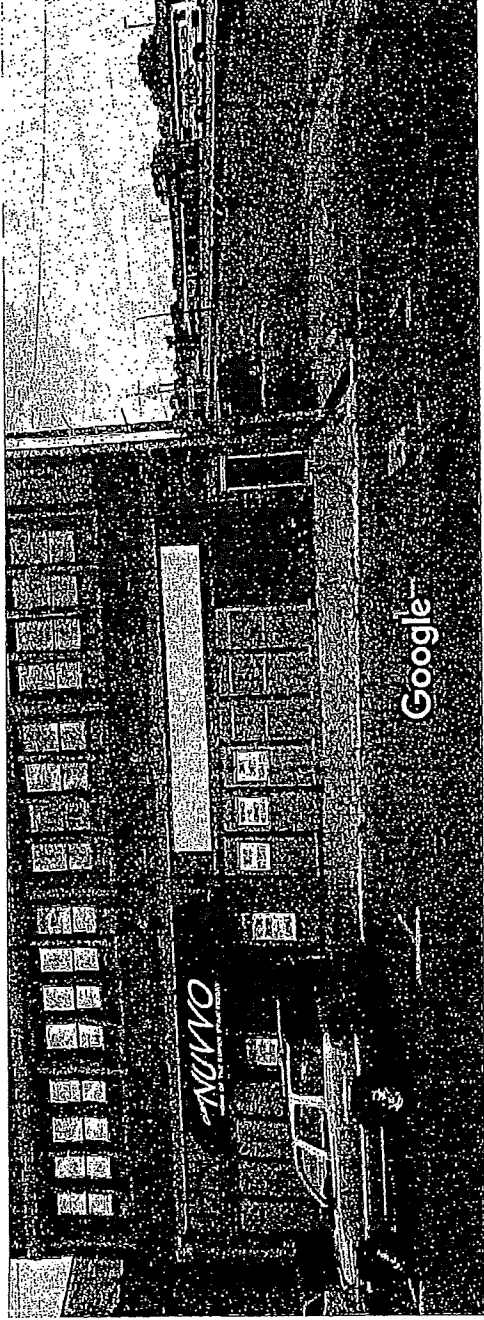


Image capture: Jul 2016 © 2017 Google

Monroe, Louisiana
Street View - Jul 2016



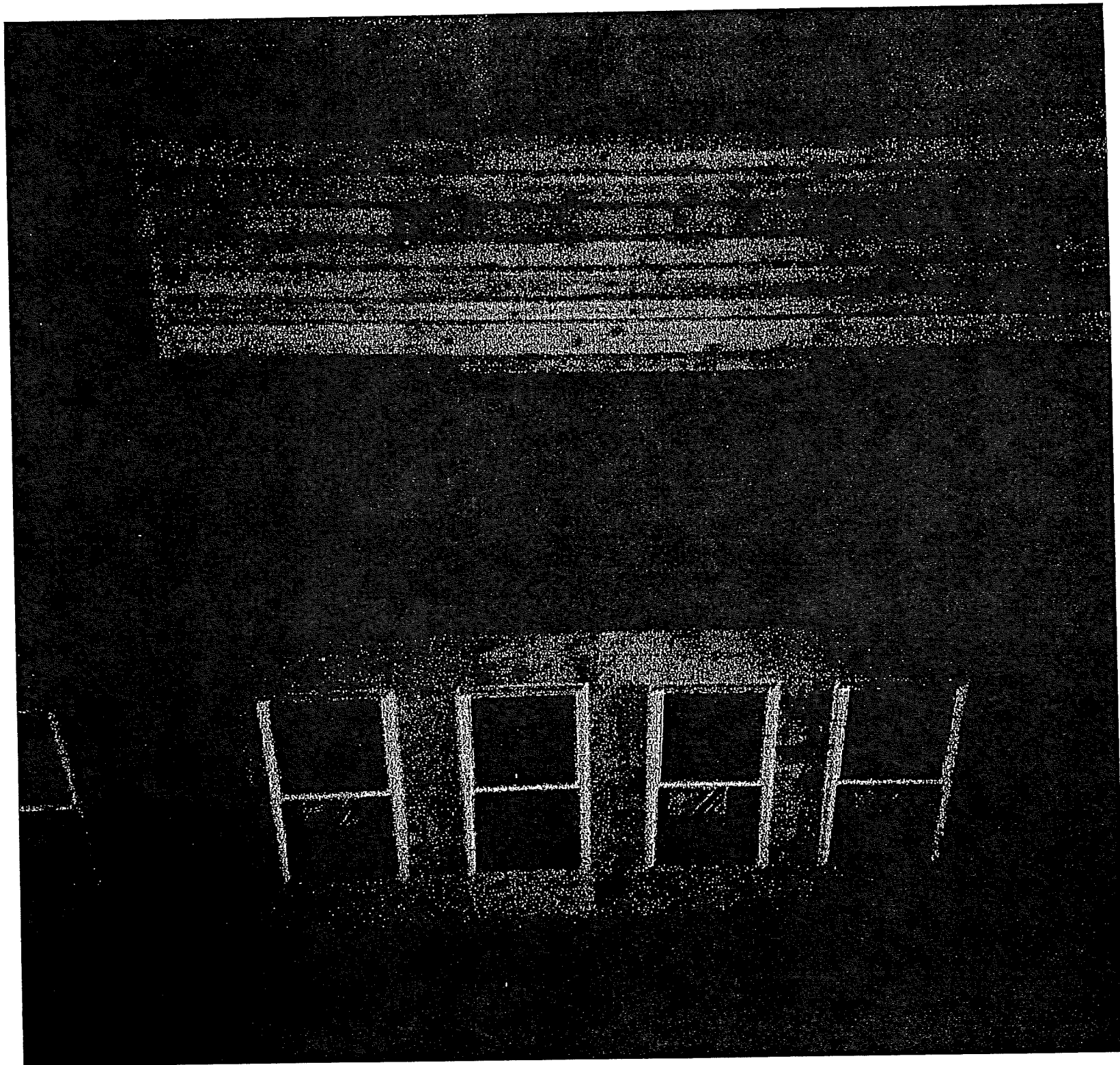
Staki's Group, LLC
Mahemud Tejani

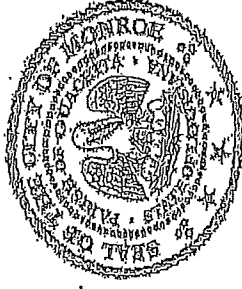
George Barber Jr.
366-0391

HOME OF THE SUPER STAR FRIDAY

WOW







PLANNING and URBAN DEVELOPMENT

P.O. BOX 123, MONROE, LA 71210

BUILDING PERMIT APPLICATION

ALL PROJECTS (please print or type)

<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential	DATE: 2-8-17	ZONING VERIFICATION #
OWNER (required): Mahemud Tejani	SUBMITTED BY: Babu Cavaterra	CONTACT #
PROJECT ADDRESS: 109 CASTAK	APT UNIT #'s in BLDG	CONTACT FAX #
CITY: Monroe	PARISH: Ouachita	HISTORIC DISTRICT: YES - NO
STATE: LA	ZIP: 71201	
TYPE OF STRUCTURE: Commercial	RETAIL	OFFICE
IF OTHER EXPLAIN:	WAREHOUSE	REPAIR
	DISCOUNT	POOL
	DESIGNS	OTHER

SCOPE OF PROJECT:

IF OTHER EXPLAIN: NEW CONSTRUCTION ADDITION REMODEL DESIGNS DRIVING OTHER

COST OF PROJECT: 9500.00	TOTAL SQ FOOTAGE: 1100	# OF ROOFING SQ:	NAME OF THIRD PARTY PLAN REVIEWER:
SUBDIVISION:	BLOCK / LOT:	FIRE MARSHAL APPROVAL LETTER:	not needed per Chief Puerco @ 11:44 AM
			EXEMPT

RESPONSIBLE PARTIES (as applicable)

OWNER (REQUIRED)	CITY	STATE	ZIP	CONTACT #
Mahemud Tejani	West Monroe	LA	71291	791-1272
CONTRACTOR (REQUIRED)	City	State	Zip	Contact #
George M Baber Jr.	Farmerville	LA	71241	366-0391
ENGINEER	City	State	Zip	Contact #
ARCHITECT	City	State	Zip	Contact #

ONE SIGN PER APPLICATION BE SURE TO ATTACH ALL DRAWINGS AND CONTACT PLANNING AND ZONING FOR APPROVAL

# of power supplies	# of ballast	# of transmitters
---------------------	--------------	-------------------

OTHER REMARKS

REPLACE FRONT VIEW of building DUE TO ROTTEN AND TERMITE DAMAGE TO WORK. REPLACE WITH NEW MATERIALS AND UPDATE FRONT LOOK

COMMERCIAL

NEW CONSTRUCTION

Active Louisiana State Commercial License, Occupational License, Taxpayer Registration Certificate, and certificate of insurance showing general liability and workers compensation, State Fire Marshal Approval Letter (if applicable), and Third Party Plan Review (if applicable).

REMODELING / LESS THAN \$50,000.00

Active Occupational License, Taxpayer Registration Certificate, Certificate Of Insurance, State Fire Marshal Approval Letter (if applicable), and Third Party Plan Review (if applicable).

RESIDENTIAL

NEW CONSTRUCTION

Contractors must provide proof of the following--Active Louisiana State Residential License, Occupational License, Taxpayer Registration Certificate, Certificate of Insurance, and Third Party Plan Review (if applicable).

REMODELING / PROJECT OVER \$50,000.00

Active Louisiana State License, Occupational License, Taxpayer Registration Certificate, Certificate of Insurance, and Third Party Plan Review (if applicable).

REMODELING/ PROJECT AMOUNT BETWEEN \$7,500.00 - \$75,000.00

Home Improvement Contracting Certificate by the state of Louisiana, Occupational License, Taxpayer Registration Certificate, General Liability Insurance, and Third Party Plan Review (if applicable).

IF PROJECT IS LESS THAN \$7,500.00

Active Occupational License, Certificate of Insurance, Taxpayer Registration Certificate, and Third Party Plan Review (if applicable).

HOMEOWNERS

Must provide copies of your last three months of utility bills to show proof of residency. Also if your renovation/renodel exceeds the amount of \$7,500.00 you must fill out and notarize an Affidavit-Claiming Exemption from Licensure forms, and Third Party Plan Review (if applicable).

BY SIGNING BELOW, I CERTIFY THE INFORMATION ABOVE TO BE TRUE AND CORRECT

PRINT NAME OF APPLICANT:

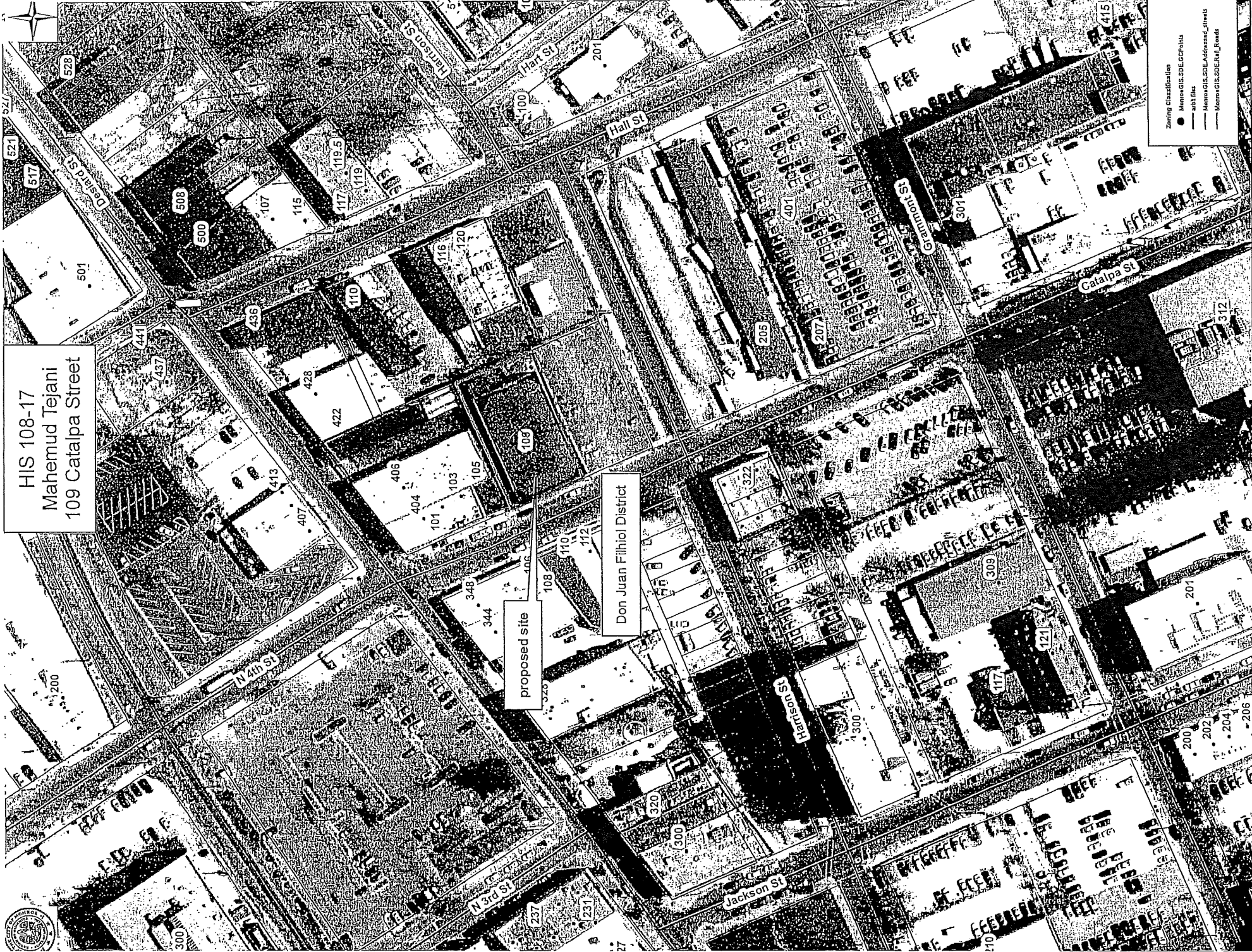
George M Baber APPLICANT SIGNATURE

APPLICANT IS: OWNER AGENT

(DOCUMENT DESIGNATING AGENT'S AUTHORITY MUST BE ATTACHED)

For more information or assistance please call Inspections Division at (318) 329-2214 or (318) 329-2351.

OFFICE USE ONLY		
Prepared By: <i>C. King-B</i>	Issued Date: <i>2/8/2017</i>	Permit Number: <i>152</i>



MEMO

DATE: July 19, 2017

TO: CAROLUS RILEY

FROM: BROWNIE BARBO

RE: CONDEMNATIONS FOR CITY COUNCIL ON July 25, 2017

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

July 25, 2017(all curatorships except as noted)

1. 609 Atkinson Street (D5) (Owners - OPPJ (not curator) Lula Clark Est c/o Rosia Cann)
2. 617 Wilson Street (D5) (Owners - OPPJ (not curator) Andrea Dewayne Sanford)
3. 409 Parker Street (D5) (Owners - Paul Tarvin (not curator) Shantel Owens (not curator) Charles & Evelyn Jackson)
4. 2206 Desiard Street, Apt. A (D3) (Owners - BankcorpSouth Bank (not curator) Martin Louis Navarro)

c: Alecia Murphy
Catherine Robinson
Karen Goree
Hubert Murphy
Darryl Berry
Shanderic Downs
Stacy Newbill



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

July 18, 2017

Mayor James E. Mayo

Mrs. Stacey Rowell,
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids was received and opened on July 18, 2017 Repairs to #1 Influent Pump for WPCC Ref # 2018-0000009. A total of five (5) bid packs was mailed and three (3) responses were received.

The Water Pollution Control Center of the Public Work Department recommends that this bid be awarded to Smith Machine works of Monroe, LA. Smith Machine Works was the low bidder and meets the specifications for this bid and has been cleared by the Tax & Revenue Division. The funds for this project will come from WPCC maintenance account 6008 4000 3076 6430 .001.

Respectfully Yours in Purchasing,

Toney L. Gibson
Buyer

Cc: Mr. Tom Janway, Public Works Director
Mr. Don Winston, Plant manager
Mr. Charles Westrom, Sewer manager
Mr. Greg Yoes, Purchasing Manager

Attachment

BID TABULATIONS
WPCC # 1 Influent Pump Project
TIME 2:00 PM
07/18/2017

REF BID # 2018-00000009

Vendor	James Machine Works	Smith Machine. Work	Ouachita Electric	
Address	Monroe, LA	Monroe, LA	W.Monroe,LA	
License #	11183	55979	48178	
Bid Amount	\$80,250.00	\$68,750.00	\$186,200.00	

Respectfully Submitted,

Toney L. Gibson

Toney L. Gibson
 Buyer

07/18/2017



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: July 14 2017

Business Name: South Melrose Works LLC

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

Business Address: 7885 Desiard St. City: MONROE State: LA Zip: 71203

Contact Name: Sesse A - Smith Phone: 318-343-7034

Fax No.: 318-345-3335 Email: Smwllc@yahoo.com

City of Monroe Occupational License #: 17 00007116 Year: 2017
 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 #: 476678 BL

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!

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

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

Business Cleared?

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

Signature: [Signature] Date: 7-19-17

[Signature]



CITY OF MONROE, LOUISIANA
MAYOR'S COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

July 19, 2017

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened on July 06, 2017 for the Fire Department Bunker Gear Ref # 2018-00000007. A total of eight (8) bid packs was mailed and four (4) bid responses received, Bonaventure, Rayne, LA, NAFCO, Crowley, LA, Casco, Industries, Shreveport, LA and Ferrara Fire Apparatus, Benton, LA.

The Fire Department and the Purchasing Division recommends this bid be awarded to Casco Industry Shreveport, La for being the overall lowest responsive and responsible bid. Casco Industry complies with the specifications of this bid. With City Council approval this will be a two (2) year supply contract; with the option to renew if prices and terms remain the same this contract will be effective through 07/06/2019.

Respectfully yours in Purchasing,

Toney L. Gibson
Buyer

Cc: Mr. Terry Williams, Fire Chief
Mr. Bronson Moss, Fire Chief Administrative Assistant
Mr. Greg Yoes, Purchasing manager

Attachment

BID TABULATIONS
BUNKER GEAR FIRE DEPARTMENT Ref # 2018-000000007
Two (2) Year Supply
First Year

Vendors	Bonaventure	Casco	Ferrara	Bonaventure
Address	Baton Rouge	Shreveport, LA	Shreveport, LA	Shreveport, LA

1. Bunker Coat	902.48	816.00	849.77	NO-BID
2. Bunker Pant	637.76	577.00	607.21	
3. Helmet	173.88	173.00	196.51	
4. Gloves	69.99	54.00	53.87	
5. Hoods	24.33	20.00	20.86	
6. Boots	217.85	235.00	230.29	
7. Gear Bag	35.15	45.00	39.48	
Total	2061.44	1920.00	1,997.99	



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: _____

Business Name: Casco Industries

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

Business Address: 609 west 62nd City: Shreveport State: LA Zip: 71106

Contact Name: Dave D Farris Phone: 318 469 7200

Fax No.: 318 865 8157 Email: dfarris@cascoindustries.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 #: N/A

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!

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

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

Business Cleared?

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

Signature: [Signature] Date: 7-19-17

[Signature]



CITY OF MONROE, LOUISIANA
MAYOR'S COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

July 19, 2017

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened on July 11, 2017 for the Fire Department Fire Hoses Ref # 2018-00000008. A total of eight (8) bid packs was mailed and four (4) bid responses received, Bonaventure, Rayne, LA, American Hose of Union City, PA, Casco, Industries, Shreveport, LA and Ferrara Fire Apparatus, Benton, LA.

The Fire Department and the Purchasing Division recommends this bid be awarded to Bonaventure of Rayne, LA, La for being the overall lowest responsive and responsible bid. Bonaventure complies with the specifications of this bid. With City Council approval this will be a two (2) year supply contract; with the option to renew if prices and terms remain the same this contract will be effective through 07/11/2019.

Respectfully yours in Purchasing,

Toney L. Gibson
Buyer

Cc: Mr. Terry Williams, Fire Chief
Mr. Bronson Moss, Fire Chief Administrative Assistant
Mr. Greg Yoes, Purchasing manager

Attachment

BID TABULATIONS
 FIRE HOSES FIRE DEPARTMENT REF
 REF # 2018-00000008
 07/11/2018

License # VENDOR	Bonaventure	American Hose	Ferrara	Casco
ADDRESS	Rayne, LA	Union City, PA	Holden, LA	Shreveport, LA

Bid Amount 4"	\$288.50	\$427.00	\$450.50	\$444.00
Bid Amount 3"	204.50	297.35	196.11	198.00
Bid Amount 2 1/2"	152.00	223.35	148.00	165.00
Bid Amount 1 3/4"	104.50	165.30	101.11	110.00
Total Amount	\$749.50	\$1113.00	\$895.72	\$917.00

Respectfully Submitted:


 Tony L. Gibson
 07/11/2017



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

SALES TAX COMPLIANT RESEARCH FORM

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

Today's Date: 6/28/2017

Business Name: BONAVENTURE Co. INC

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

BONAVENTURE Fire & Safety

Business Address: 162 Industrial Dr City: RAYNE State: LA Zip: 70578

Contact Name: PAUL SIMON Phone: 800-650-4900

Fax No: 337-334-8885 Email: paul@bonafire.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
 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:  Date: 7-19-17

N/A

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO DANIELLE ABRAHAM (WEDDING/RECEPTION) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Danielle Abraham applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Wedding/Reception", scheduled for Saturday, July 29, 2017 on the Riverwalk. The exception is from 5:45pm until 8:45pm at the Riverwalk Gazebo area at 316 South Grand.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Danielle Abraham, be and is hereby granted a permit for a special event, "Wedding/Reception", scheduled for Saturday, July 29, 2017 on the Riverwalk. The exception is from 5:45pm until 8:45pm at the Riverwalk Gazebo area at 316 South Grand. There will be off duty officers for security at this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2017.

CHAIRMAN

CITY CLERK

City Council request for Open Container Waiver
River Market

to: carolus.riley
07/06/2017 03:46 PM
Cc: danielle_binder2015
Show Details

Security:

To ensure privacy, images from remote sites were prevented from downloading. Show Images

Memo

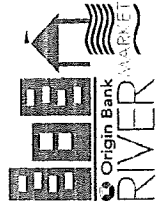
To:	Carolus Riley,
From:	Danielle Abrahams
cc:	Sheena Burbridge February 2, 2017
Re:	Open Container Waiver- Wedding at RiverMarket, July 29th

Hello Carolus,

We have a guest who will be getting married at the RivferMarket and would like to have an open bar for her guests. I am reaching out on her behalf to acquire an Open Container Waiver for beer, spirits and wine to be served during her wedding. This will be a private event and will be held at the Riverwalk Gazebo area located at 316 South Grand St, Monroe, LA 71201 and will start at 5:45 PM and end at 8:45 PM.

Thank you for your consideration,

Sheena Burbridge
RiverMarket Coordinator
Downtown Monroe RiverMarket
Department of Community Affairs
401 Lea Joyner Expressway
Monroe, LA 71201
Phone: 318-807-1735
Cell: 318-372-7270
Fax: 318-807-9986



(See attached file: 2017_Memo_Special Event



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2017

PRODUCER

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

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

INSURERS AFFORDING COVERAGE

INSURER A: Evanston Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

NAIC #
36378

Danielle Abraham
206 Vernon St
Monroe, LA 71202

COVERAGES

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

INSR/LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> Retail/Liquor Liability AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	3DS5455-M1743140 3DS5455-M1743140	07/29/2017 07/29/2017	07/30/2017 07/30/2017	EACH OCCURRENCE INCLUDES: BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 1,000 COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 40, Event Type: Wedding.

CERTIFICATE HOLDER

Monroe Downtown Rivermarket
316 S Grand St
Monroe, LA 85959

CANCELLATION

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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE WEST MONROE SOX, A NON-PROFIT ORGANIZATION, (BATTLE OF THE BADGES AFTER-PARTY PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERE TO.

WHEREAS, The West Monroe Sox, a non-profit organization, applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, “Battle of the Badges After-Party”, scheduled for Saturday, August 12, 2017. The exception is from 10:00pm until 2:00am to be held at 5410 Operation Road, Monroe LA (Hanger 9), and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the West Monroe Sox, a non-profit organization, be and is hereby granted a permit for a special event, “Battle of the Badges After-Party, scheduled for Saturday, August 12, 2017. The exception is from 10:00pm until 2:00am at 5410 Operation Road, Monroe LA (Hanger 9). There will be off duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2017.

CITY CLERK

CHAIRMAN

Attn: Monroe City Council,
Ashley Garner
to:
carolus.riley

Attn: Monroe City Council,

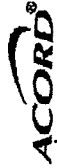
This letter served as a formal request to waive the Open Container Law on August 12, 2017. The event is the "After Party" and will take place at 5410 Operation Road, Monroe, LA. 71203, Hanger 9. The event will be from the hours of 10pm-2am. We will have the OPSO proving security for this event.

If you have any question please contact me at 381-5578 Ashley Garner.

Sincerely,



Ashley Garner
Event Coordinator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2016

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

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

PRODUCER Commercial Lines - (800)-332-9256 Wells Fargo Insurance Services USA, Inc. 90 S. Cascade Ave, 2nd Floor Colorado Springs, CO 80903	CONTACT NAME: Diana Banks PHONE No. Ext: 303-863-6718 FAX No: 855-869-8729 E-MAIL Address: Diana.Banks@wellsfargo.com INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Nautilus Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Susan G. Komen Breast Cancer Foundation, Inc. 5005 LBJ Freeway Suite 250 Dallas TX 75244-6125	NAIC # 25224 17370

COVERAGES **CERTIFICATE NUMBER:** 10544436 **REVISION NUMBER:** See below

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

INSR. LTR.	TYPE OF INSURANCE	ADD'L SUBR. ISSD. I.W.D.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
						EACH OCCURRENCE	AGGREGATE
A	COMMERCIAL GENERAL LIABILITY	X	CPA 1004002-18(AOS)	7/1/2015	7/1/2016	\$ 1,000,000	\$ 1,000,000
B	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CPA 1004003-18(AZ)	7/1/2015	7/1/2016	\$ 1,000,000	\$ 5,000(LBJ CR)
GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> X OTHER: Other than LBJ Office							
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS							
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/LEADER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)
 CG20260413 CG20260413 Affiliate: North Louisiana Affiliate

Event Type: Race
 Detail if "other":
 Event Date: 9/17/2016
 Event Location: Monroe
 Event Description:

CERTIFICATE HOLDER

City of Monroe Parks and Recreation
 1700 Oaklawn Drive
 Monroe, LA 71202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/07)

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The following resolution was offered by _____, and seconded by _____.

RESOLUTION NO. _____

A RESOLUTION ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY OF MONROE, STATE OF LOUISIANA, TO AUTHORIZE THE RENEWAL AND CONTINUATION OF THE LEVY AND COLLECTION OF SPECIAL TAXES THEREIN; MAKING APPLICATION TO THE STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Monroe, Parish of Ouachita, State of Louisiana (the “City”), acting as of governing authority thereof (the “**Governing Authority**”) previously submitted to the qualified voters of the City certain property tax propositions; and

WHEREAS, the voters of the City did approve such tax propositions; and

WHEREAS, the Governing Authority now desires the voters to consider a renewal and continuation of these property taxes as set forth herein; and

NOW THEREFORE, BE IT RESOLVED by the Governing Authority, that:

SECTION 1. Election Call. Subject to the approval of the Louisiana State Bond Commission, and under the authority conferred by Article VI, Sections 27, 30, and 32 of the Constitution of the State of Louisiana of 1974, the applicable provisions of Chapter 5, Chapter 6-A and Chapter 6-B of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the City on Saturday, **November 18, 2017** between the hours of seven o’clock (7:00) a.m., and eight o’clock (8:00) p.m., in accordance with the provisions of LSA- R.S. 18:541, and at said election there shall be submitted to all registered voters qualified and entitled to vote at said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

CITY OF MONROE TAX PROPOSITIONS

PROPOSITION NO. 1 **(CIVIC CENTER COMPLEX - CONTINUATION)**

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of two and fifty one-hundredths (2.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 2.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$1,046,096.75 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of paying a part of the cost of operating and maintaining the Monroe Civic Center Complex, including the cost of repairs, improvements and additions thereto, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 2 **(ZOO - CONTINUATION)**

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of two and fifty one-hundredths (2.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 2.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 4, 2008 (an estimated \$1,046,096.75 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of paying a part of the cost of operating and maintaining the Louisiana Purchase Gardens and Zoo, including the cost of repairs, improvements and additions thereto, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 3 **(CAPITAL IMPROVEMENTS - CONTINUATION)**

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of three and twenty-five one-hundredths (3.270) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.02 mills increase over the 3.25 mills authorized to be levied through the year 2018 pursuant to an

election held on November 8, 2008 (an estimated \$1,362,843.17 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of making capital improvements, including providing matching funds for federal, state or other grants for such capital improvements said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 4
(POLICE DEPARTMENT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of one and fifty one-hundredths (1.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$629,325.13 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of providing additional support to the Monroe City Police Department, including the acquisition of equipment and vehicles, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 5
(FIRE DEPARTMENT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of one and fifty one-hundredths (1.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$629,325.13 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of providing additional support to the Monroe City Fire Department, including the acquisition of equipment and vehicles, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 6
(AIRPORT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of one and no one-hundredths (1.010) mills on the dollar on all property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.00 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$420,939.33 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of providing and making capital improvements at the Monroe Regional Airport, including providing matching funds for federal and state or other grants for such capital improvements, said tax being a renewal of an existing tax which will expire in 2018?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in *The News-Star*, a daily newspaper of general circulation within the City, published in Monroe, Louisiana, and being the official journal of the City, once a week for four (4) consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date fixed for the election, which Notice shall be substantially in the form attached hereto as **Exhibit "A"** and incorporated herein by reference the same as if it were set forth herein in full.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, City Hall, Monroe, Louisiana, on **November 28, 2018, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said election.

SECTION 4. Polling Places. The polling places set forth in the aforesaid Notice of Special Election are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with LSA- R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held on **November 28, 2018**, as provided in Section 3 hereof. All registered voters in the City are entitled to vote at said special election and voting machines shall be used.

SECTION 6. Authorization of Officers. The Clerk of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Mayor and Clerk of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this Resolution shall be forwarded to the Louisiana Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines in and for the Parish of Ouachita, State of Louisiana (the “State”), and the Registrar of Voters in and for said Parish, as notification of the special election herein called in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Employment of Counsel. It is recognized, found and determined that a real necessity exists for the employment of Legal Counsel in connection with the election; accordingly, Boles, Shafto & Leonard, LLC, located in Monroe, Louisiana, is hereby employed as legal counsel to perform comprehensive, legal and coordinate professional work with respect to the election. Counsel shall (i) prepare and submit to the City for adoption all of the proceedings incidental to the election; and (ii) counsel and advise the City with respect to the election. The fee to be paid Bond Counsel shall be an amount equal to the Attorney General's then current Bond Counsel Fee Schedule

for hourly rate work and other guidelines for comprehensive, legal and coordinate professional work, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the election, said fee to be payable by the City subject to the Attorney General's written approval of said employment and fee.

SECTION 9. Application to State Bond Commission. Application is made to the Louisiana State Bond Commission for consent and authority to hold the special election as herein provided, and in the event that election carries for further consent and authority to dedicate the proceeds of the Tax, and a certified copy of this Resolution shall be forwarded to the Louisiana State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this the 25TH day of July, 2017.

Carolus S. Riley, Clerk

James E. Mayo, Mayor

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the City Council acting as the governing authority (the "Governing Authority") of the City of Monroe, State of Louisiana, (the "City") on July 25, 2017, **NOTICE IS HEREBY GIVEN** that a special election will be held within the City on **SATURDAY, November 18, 2017**, and that at the said election there will be submitted to all registered voters in the City qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

PROPOSITION NO. 1
(CIVIC CENTER COMPLEX -CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of two and fifty one-hundredths (2.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 2.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$1,046,096.75 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of paying a part of the cost of operating and maintaining the Monroe Civic Center Complex, including the cost of repairs, improvements and additions thereto, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 2
(ZOO - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of two and fifty one-hundredths (2.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 2.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 4, 2008 (an estimated \$1,046,096.75 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of paying a part of the cost of operating and maintaining the Louisiana Purchase Gardens and Zoo, including the cost of repairs, improvements and additions thereto, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 3
(CAPITAL IMPROVEMENTS - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the “City”), renew and continue to levy a special tax of three and twenty-five one-hundredths (3.270) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.02 mills increase over the 3.25 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$1,362,843.17 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of making capital improvements, including providing matching funds for federal, state or other grants for such capital improvements said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 4
(POLICE DEPARTMENT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the “City”), renew and continue to levy a special tax of one and fifty one-hundredths (1.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$629,325.13 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of providing additional support to the Monroe City Police Department, including the acquisition of equipment and vehicles, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 5
(FIRE DEPARTMENT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the “City”), renew and continue to levy a special tax of one and fifty one-hundredths (1.510) mills on the dollar on all the property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.50 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$629,325.13 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2019 and ending with the year 2028, for the purpose of providing additional support to the Monroe City Fire Department, including the

acquisition of equipment and vehicles, said tax being a renewal of an existing tax which will expire in 2018?

PROPOSITION NO. 6
(AIRPORT - CONTINUATION)

Shall the City of Monroe, State of Louisiana (the "City"), renew and continue to levy a special tax of one and no one-hundredths (1.010) mills on the dollar on all property subject to taxation in the City, said mills to represent a 0.01 mills increase over the 1.00 mills authorized to be levied through the year 2018 pursuant to an election held on November 8, 2008 (an estimated \$420,939.33 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the 2019 and ending with the year 2028, for the purpose of providing and making capital improvements at the Monroe Regional Airport, including providing matching funds for federal and state or other grants for such capital improvements, said tax being a renewal of an existing tax which will expire in 2018?

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The special election will be held at the following polling places situated within the City, which polls will open at seven o'clock (7:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of LSA-R.S. 18:541, to-wit:

LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE DISTRICT

PRECINCT	POLL PLACE NAME	POLL PLACE LOCATION	CITY
01 IN-PART	Ouachita Christian School	7065 Hwy. 165 N	Monroe
03 IN-PART	Jack Hayes School	3631 Old Sterlington Rd.	Monroe
04 IN-PART	Ouachita Christian High School	7065 Hwy. 165 N	Monroe
05 IN-PART	Osterland Recreational Ctr.	710 Holland Dr.	Monroe
07 IN-PART	Swartz Rec. Ctr.	701 Lincoln Hill Dr.	Monroe
08 IN-PART	Louise Williams Library	140 Bayou Oaks Dr.	Monroe
09A IN-PART	Ouachita High School	681 Hwy. 594	Monroe
10	Ouachita Parish Courthouse	300 St. John St.	Monroe
11	Jefferson Upper Elem. School	1001 Pecan St.	Monroe
12	Barkdahl Faulk School	2110 Jackson St.	Monroe
13 IN-PART	Benoit Rec. Center	1700 Oaklawn Dr.	Monroe
14 IN-PART	Benoit Rec. Center	1700 Oaklawn Dr.	Monroe
15 IN-PART	Henrietta Johnson Rec. Center	2800 Burg Jones Ln.	Monroe
16	Emily P. Robinson Rec. Center	3504 Jackson St.	Monroe
17 IN-PART	Emily P. Robinson Rec. Center	3504 Jackson St.	Monroe
19 IN-PART	Robinson Elementary School	5101 Burg Jones Ln.	Monroe
21 IN-PART	Shady Grove Elementary School	2204 Tichei Rd.	Monroe
22	Jefferson Upper Elem. School	1001 Pecan St.	Monroe
23	Henrietta Johnson Rec. Center	2800 Burg Jones Ln.	Monroe
24 IN-PART	MW Prince Hall Grand. Msn. Ldg.	5500 Hwy. 165 Bypass	Monroe
59	Lee Jr. High School	1600 N. 19th St.	Monroe
60	Saul Adler Recreation Center	3900 Westminister Ave.	Monroe
61 IN-PART	American Legion Hall	401 Forsythe Ave.	Monroe
62	Lee, Jr. High School	1600 N. 19th St.	Monroe
63	J S Clark Magnet School	1202 Breard St.	Monroe
64	Saul Adler Recreation Center	3900 Westminister Ave.	Monroe
65	Carroll High School	2939 Renwick St.	Monroe
65A	Carroll High School	2939 Renwick St.	Monroe
66 IN-PART	Sherrouse School	300 Sherrouse Ave.	Monroe
67	Cypress Point Elementary School	6701 Mosswood Dr.	Monroe
68 IN-PART	Ouachita Parish Jr. High Sch.	5500 Blanks Ave.	Monroe
69 IN-PART	Carroll High School	2939 Renwick St.	Monroe
70 IN-PART	Lincoln Elementary School	4200 Elm St.	Monroe
71	St. Paul's United Methodist	1901 Lexington Ave.	Monroe
72 IN-PART	Lakeshore Elementary School	550 Balboa Dr.	Monroe
73 IN-PART	Cypress Point Elementary School	6701 Mosswood Dr.	Monroe
74	Lincoln Elementary School	4200 Elm St.	Monroe
75 IN-PART	St. Alban's Episcopal Church	2816 Deborah Dr.	Monroe
76 IN-PART	Saul Adler Recreation Center	3900 Westminister Ave.	Monroe
77	Lexington School	1900 Lexington Ave.	Monroe
78	Neville High School	600 Forsythe Ave.	Monroe
79 IN-PART	Lincoln Elementary School	4200 Elm St.	Monroe

The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those designated according to law.

The special election will be held in accordance with the applicable provisions of Chapter 5, Chapter 6 and Chapter 6-B of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitute therefor, as may be selected and designated in accordance with LSA-R.S. 18:1287, will make due returns thereof to said Governing Authority, and **NOTICE IS HEREBY FURTHER GIVEN** that the Governing Authority will meet at its regular meeting place, the City Hall, Monroe, Louisiana, on **November 28, 2017, at SIX O’CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said special election. All registered voters of the City are entitled to vote at said special election and voting machines will be used thereat. **Notice is HEREBY further given** that a portion of the monies collected from the tax described in the Proposition above shall be remitted to certain state and statewide retirement systems in the manner required by law.

THUS DONE AND SIGNED, at Monroe, Louisiana, on this, the 25TH day of July, 2017.

James E. Mayo, Mayor

Carolus S. Riley, Clerk

**CITY OF MONROE
PARISH OF OUACHITA
STATE OF LOUISIANA**

I, the undersigned Clerk of the City of Monroe, Parish of Ouachita, State of Louisiana (the “City”), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the City on July 25, 2017, ordering and calling a special election to be held within the City, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the City, on this, the 25th day of July, 2017.

[SEAL]

Carolus S. Riley, Clerk



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

July 19, 2017

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

The MIS Data Processing Division of the Administration Department is requesting Council approval to advertise for a one year subscription of 500 Licenses of Microsoft office 365 Gov E3.

Funds for this purchase will be derived from the MIS Data Processing Software Account 1000 2500 2002 6342.001.

Respectfully yours in Purchasing,

Toney L. Gibson
Buyer

Cc: Mrs. Stacey Rowell, Director of Administration
Mrs. Jeshirl Brice, Director of MIS
Mrs. Nanci Summersgill, City Attorney
Mr. Greg Yoes, Purchasing, Manager

Attachment



MS Office 365 Bid
Jeshirl Brice to: Toney Gibson

07/14/2017 02:18 PM

We need a 1 year subscription for 500 licenses of Microsoft Office 365 Gov E3.

Thanks,

Jeshirl Brice
Director of Management Information Systems
City of Monroe
Phone # (318) 329-2305
Fax # (318) 329-2848
Email: jeshirl.brice@ci.monroe.la.us

"MONROE, ONE CITY.....ONE FUTURE!"
www.monroela.us

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION APPOINTING REVEREND THARRIS O. BISHOP TO THE BOARD OF
ADJUSTMENT OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT
THERE TO.**

WHEREAS, Reverend Tharris O. Bishop, 1602 S. 8th Street, has indicated a willingness
to serve on the Board of Adjustment of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe,
Louisiana, in legal session convened, that Reverend Tharris O. Bishop, be, and is hereby,
appointed as a member of the Board of Adjustment of the City of Monroe for a five-year term,
beginning July, 2017 and ending July, 2022.

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 25th day of July, 2017.

CHAIRMAN

CITY CLERK

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION REAPPOINTING DR. TIMOTHY MICKEL TO THE HERITAGE PRESERVATION COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Dr. Timothy Mickel, 1404 Emerson Avenue, has indicated a willingness to continue serving on the Heritage Preservation Commission of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that, he, and is hereby, reappointed as a member of the Heritage Preservation Commission of the City of Monroe for a four-year term, beginning July, 2017 and ending July, 2021.

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 25th day of July, 2017

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION REAPPOINTING TOMMY USREY TO THE MONROE PLANNING
COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT
THERE TO.**

WHEREAS, Tommy Usrey, 2500 Marlin Court, has indicated a willingness to continue
serving on the Monroe Planning Commission of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe,
Louisiana, in legal session convened, that, be, and is hereby, reappointed as a member of the
Monroe Planning Commission of the City of Monroe for a five-year term, beginning July, 2017
and ending July, 2022.

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 25th day of July,
2017.**

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND SWANSON YOUTH CORRECTIONAL FACILITY AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, in helping with the general duty of the City of Monroe to keep the streets and right of ways in a clean condition; and

WHEREAS, to assist the Swanson Youth Correctional Facility in promoting a structured environment for the youth at the facility while teaching discipline and transitional skills back into the society the parties hereto agree to enter into the attached Cooperative Endeavor Agreement.

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 Cooperative Endeavor Agreement, a copy of which is attached hereto and made a part hereof, by and between the City of Monroe and Swanson Youth Correctional Facility.

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 _____, 2017.

CHAIRMAN

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

Between

THE CITY OF MONROE

And

SWANSON CENTER FOR YOUTH AT MONROE

WHEREAS, the City of Monroe has a general duty to keep the streets and right of ways in the City of Monroe in a clean condition which is difficult to do with the manpower the City has available; and

WHEREAS, Swanson Youth Correctional Facility is a facility which houses troubled youth and strives to give the inmates of the facility an organized work structure to teach discipline and help in the transition back to their communities.

WHEREAS, in order to assist Swanson Center for Youth at Monroe in their restorative justice program in assisting the youth to transition back into society, Swanson believes that working with the City to help in a Litter Pick-Up Program will work to the benefit of both parties.

NOW THEREFORE, the parties hereby agree as follows:

A. The City of Monroe agrees to furnish the following:

- 1. Bags, Grabbers, Gloves and Safety Vest for Swanson youth involved in the project;**
- 2. A weekly outline of areas to be picked up and designation of a drop-off point;**
- 3. Paperwork for weekly documentation of trash pick-ups.**

B. Swanson will provide:

- 1. 6-8 youths for litter pick-up;**
- 2. Transportation of the youth to the designated drop off points;**
- 3. Complete supervision of the youth involved in the litter pick-up;**
- 4. Water/refreshments for the youth.**

Swanson further agrees to fully indemnify and hold harmless and defend the City of Monroe against any and all claims of liability or losses sustained by the City of Monroe resulting from the activities of the youth/supervisors of the youth connected with Swanson in the activities outlined herein.

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary in the City of Monroe, Ouachita Parish, State of Louisiana, on the _____ day of _____, 2017.

WITNESSES:

CITY OF MONROE

Printed Name: _____

_____ **JAMES E. MAYO, MAYOR**

SWANSON CORRECTIONAL FACILITY

_____ **CAROLYN LEWIS , WARDEN**

NOTARY PUBLIC

Printed Name: _____

Notary ID No.: _____

Commission Expires: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE A CONTRACT WITH DREW M TALBOT, ATTORNEY AT LAW, LLC TO REPLACE RAINER ANDING TALBOT & MULHEARN FOR COLLECTION OF SALES TAX AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Rainer Anding Talbot & Mulhearn, a law firm specializing in sales tax collection throughout the State of Louisiana has been performing services for the City of Monroe since 2010; and

WHEREAS, Robert Rainer recently passed away and the firm has formerly changed its name to Drew M. Talbot, Attorney at Law, LLC; and

WHEREAS, the City of Monroe is the sole tax collector for Ouachita Parish pursuant to the provisions of La. R. S. 47:337.1, et seq. ; and

WHEREAS, both Robert Rainer and Drew Talbot have performed these services satisfactorily for the City of Monroe and the City of Monroe desires to retain the services of Drew Talbot in his business capacity as Drew M. Talbot, Attorney at Law, LLC to continue the services needed by the tax department for the City of Monroe as have been performed in the past.

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

That the services of Drew M. Talbot, Attorney at Law, LLC are hereby retained and authorized by the City of Monroe at a rate of \$175.00 per hour as had been the practice under the contract with Rainer, Anding, Talbot & Mulhearn.

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 _____, 2017.

CITY CLERK

CHAIRMAN

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION STATING THE CITY OF MONROE'S ENDORSEMENT OF
VANTAGE HEALTH PLAN, INC. FBA MONROE DEVELOPMENT, LLC AND
THEIR PROJECT #20170016 TO PARTICIPATE IN THE BENEFITS OF THE
LOUISIANA RESTORATION TAX ABATEMENT PROGRAM AND FURTHER
PROVIDING WITH RESPECT THERETO:**

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

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

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

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

WHEREAS, this project is a commercial property.

NOW, THEREFORE,

Section 1. **BE IT RESOLVED** by the Monroe City Council, in regular and legal session convened, that VANTAGE HEALTH PLAN, INC. FBA MONROE DEVELOPMENT,LLC and their project #20170016 is endorsed to participate in the Louisiana Restoration Tax Abatement Program.

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

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

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

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

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

YEA _____

NAY _____

NOT VOTING _____

ABSENT _____

ATTEST _____

APPROVED THIS _____ **DAY OF** _____, 2017.

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

GRETCHEN EZERNACK, CHAIRMAN
MONROE CITY COUNCIL
STATE OF LOUISIANA



LOUISIANA.
Custom-Fit Opportunity.

Business Incentive Program

FOR OFFICE USE ONLY

RECEIVED DATE _____

ID # _____

INITIALS _____

ADVANCE NOTIFICATION

SECTION-1: BUSINESS INFORMATION

DATE 01/06/2017 ADVANCE NOTIFICATION # 20170016
 BUSINESS NAME Monroe Development, LLC PARISH PROJECT IS LOCATED Ouachita
 PROJECT'S PHYSICAL ADDRESS 130 Desiard Street Monroe, LA 71201
 MAILING ADDRESS 130 Desiard Street, Suite 300 Monroe, LA 71201
 PROJECT NAME (OPTIONAL) 130 Desiard Street, Phase 3 NAICS CODE 53119
 PROJECT BEGINNING DATE 01/06/2017 PROJECT ENDING DATE 12/31/2018
 PROJECT TYPE Renovation

PROVIDE A DESCRIPTION OF THIS PROJECT

Continuing Renovations to the Historic Ouachita National Bank Building in Monroe, LA. Renovations will include the first floor Grande Lobby and the 11th floor renovations.

SECTION-2: ESTIMATED COSTS

ESTIMATED INVESTMENT COSTS		ESTIMATED NUMBER OF JOBS		ESTIMATED PAYROLL	
Building & Material	\$350,000.00	New	3	New	\$110,000.00
Machinery & Equipment	\$0.00	Existing	560	Existing	\$26,200,000.00
Labor & Engineering	\$350,000.00	Construction	15	Construction	\$350,000.00
Total Investment	\$700,000.00		578		\$26,660,000.00

SECTION-3: GAMING

IS THERE GAMING ACTIVITY AT THIS PROJECT SITE? No

ARE ANY OWNERS INVOLVED IN ANY GAMING ACTIVITIES ELSEWHERE? No

SECTION-4: CONTACT INFORMATION

01/30/2017



LOUISIANA
ECONOMIC
DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

January 30, 2017
Sent via Email

Karen D. Tubbs
Accountant II
Vantage Health Plan, Inc.
130 Desiard Street, Suite 300
Monroe, LA 71201

**RE: ACKNOWLEDGEMENT OF ADVANCE NOTIFICATION
Restoration Tax Abatement Project #20170016
Monroe Development, LLC - 130 Desiard Street, Monroe**

Dear Ms. Tubbs:

This is acknowledgement of receipt of an Advance Notification and \$250 fee for the referenced project. The next step is to file a Restoration Tax Abatement Program (RTA) application before construction begins. This acknowledgement does not guarantee eligibility for participation in the RTA Program.

To file an application, login to [FastLane](https://fastlane.louisianaeconomicdevelopment.com/), Louisiana Economic Development's (LED's) secure interface for electronic submissions at <https://fastlane.louisianaeconomicdevelopment.com/>. Follow the steps to submit all required documents and the application fee.

Visit our website, www.OpportunityLouisiana.com, and follow the links to the Restoration Tax Abatement Program. Next Steps and FAQs provide answers to many common questions, such as all required fees to participate in the program. Additionally, links to the program's statutes and rules are provided for your reference. It is the responsibility of the applicant to read and comply with the rules of the Restoration Tax Abatement Program.

If a representative other than a company official is the contact designee a Disclosure Authorization is required and must be signed and mailed to LED to allow communication and correspondence between the authorized representative and LED about this project.

If you have any questions about requirements for the RTA program you may contact me via email at becky.lambert@la.gov or call 225.342.6070.

Sincerely,

Becky Lambert
Program Administrator, Restoration Tax Abatement

c: Local Governing Authority
Assessor



CITY OF MONROE, LOUISIANA

MAYOR - COUNCIL GOVERNMENT

Department of Administration

July 19, 2017

Purchasing Division
Central Warehouse

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolus Riley
City Clerk

The City of Opelousas Fire Department is requesting authorization to piggy back off of the City of Monroe Fire Department SCBA contract 2017-00000020 to purchase Scott Air Packs. The City of Monroe Fire Department and Ferrara Apparatus the vendor agree to this request.

Respectfully yours in Purchasing,

Toney L. Gibson

Toney L. Gibson
Buyer

Cc: Mr. Terry Williams, City of Monroe Fire Chief
Mr. Bronson Moss, Administrative Assistant
Mr. Greg Yoes, Purchasing Manager

Attachment



Permission To Use Bids On Scott Air Packs
ofdsec@opelousasfire.org

to:
toney.gibson@ci.monroe.la.us, chiefmason@opelousasfire.org
07/18/2017 03:00 PM

Sent by:
angie leger <lankiea@hotmail.com>
Hide Details

From: "ofdsec@opelousasfire.org" <ofdsec@opelousasfire.org>

To: "toney.gibson@ci.monroe.la.us" <toney.gibson@ci.monroe.la.us>,
"chiefmason@opelousasfire.org" <chiefmason@opelousasfire.org>

Sent by: angie leger <lankiea@hotmail.com>

July 18, 2017

From: Charles Mason, Fire Chief
Opelousas Fire Department
Subject: Scott Air Packs

I am requesting to use your bids to purchase Scott Air Packs, this will be greatly appreciated.

If more information is needed feel free to contact me at one of the following: email:
chiefmason@opelousasfire.org, cell phone: 337-281-1594 or office 337-948-5210.

Thanking you in advance,

Charles Mason, Fire Chief

[Click here](#) to report this email as spam.

file:///C:/Users/pur11/AppData/Local/Temp/notes4117C7/~web2637.htm

7/18/2017

City of Monroe Contract Datasheet

Contract Number	Title	Status	End Date	Type	Vendor
2017-00000020	SCBA FIRE DEPARTMENT	Preparation	10/17/2017	Commodity - Short Term Capped Contract	6232 - FERRARA FIRE APPARATUS, INC

Contract Items: Item Quantity Unit of Measure Price Per Unit Total Amount

<p>Cylinders, Hydraulic - Cylinders</p> <p>Contract Item Type: Quantity-Based Item Detail: \$855.4200 Vendor Catalog Part Number: 1000 1410.001 - INVENTORIES List Price Per Unit: 0% Discount Percentage: 0% Employee: - G/L Account: No Ship Via: No Ship To Location: P-ADM - Administration Freight Terms: No Taxable Item: No Project: -</p>	<p>Fire Cylinder Rental</p> <p>Contract Item Type: Quantity-Based Item Detail: cylinders unit price extended price Brand Name Vendor Catalog Part Number: \$976.1800 List Price Per Unit: 0% Discount Percentage: 0% Employee: 1000 1410.001 - INVENTORIES G/L Account: No Ship Via: EA Ship To Location: P-ADM - Administration Freight Terms: No Taxable Item: No Project: -</p>		
100.0000	EA	\$855.4200	\$85,542.00

<p>Harness, Leather</p> <p>Contract Item Type: Quantity-Based Item Detail: \$5,322.3400 Vendor Catalog Part Number: 1000 1410.001 - INVENTORIES List Price Per Unit: 0% Discount Percentage: 0% Employee: - G/L Account: No Ship Via: EA Ship To Location: P-ADM - Administration Freight Terms: No Taxable Item: No Project: -</p>	<p>Head, Ear, Eye and Face Protection</p> <p>Contract Item Type: Quantity-Based Item Detail: Face-Peace Unit Price Extended Brand Price Name Vendor Catalog Part Number: \$272.6400 List Price Per Unit: 0% Discount Percentage: 0% Employee: - G/L Account: No Ship Via: EA Ship To Location: P-ADM - Administration Freight Terms: No Taxable Item: No Project: -</p>		
1.0000	EA	\$5,322.3400	\$5,322.34
1.0000	EA	\$272.6400	\$272.64

City of Monroe
Contract Datasheet

Contract Number	Title	Status	End Date	Type	Vendor
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G/L Account:

1000 1410.001 - INVENTORIES

Contract Count: 1

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 RECOMMENDING ACCEPTANCE OF THE BASE BID OF AMETHYST CONSTRUCTION, INC., IN THE AMOUNT OF \$754,562.55, FOR THE STATE PROJECT NO. H.011741 HADLEY STREET REHABILITATION 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 Amethyst Construction, Inc. in the amount of \$754,562.55, for the State Project No. H.011741 Hadley Street Rehabilitation Project, be and at the same is hereby recommended to LaDOTD for acceptance as the lowest responsible and responsive bid received.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2017.

CHAIRMAN

CITY CLERK



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Bid Tabulations for the Letting of 7/12/2017 LA DOTD Headquarters

Proposal: H.011741.6

Parish: Ouachita

Description: HADLEY STREET REHABILITATION

Type Construction: CLEARING AND GRUBBING, GRADING, DRAINAGE STRUCTURES, CLASS II BASE COURSE, LIME TREATMENT, SUPERPAVE ASPHALTIC CONCRETE PAVEMENT, AND RELATED WORK.

Estimated Construction Cost: \$667,315.74

Rank	License Bidder	Construction Bid
1	15089 Amethyst Construction, Inc.	\$754,562.55
2	36936 Dirtworks Inc Of Vicksburg	\$985,506.00
3	49239 WL Bass Construction Inc.	\$1,106,887.70

Line Number	Item Number	Item Description	Quantity	Unit of Measure	- 1 - Amethyst Construction, Inc.		- 2 - Dirtworks Inc Of Vicksburg		- 3 - WL Bass Construction Inc.	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
0001	201-01-00100	Clearing and Grubbing	1	LUMP	15,000.00	15,000.00	60,000.00	60,000.00	17,000.00	17,000.00
0002	202-01-00100	Removal of Structures and Obstructions	1	LUMP	15,000.00	15,000.00	20,000.00	20,000.00	5,000.00	5,000.00
0003	202-02-06080	Removal of Concrete Combination Curb and Gutter	95.1	LNFT	10.00	951.00	25.00	2,377.50	15.00	1,426.50
0004	202-02-06100	Removal of Concrete Walks and Drives	655	SQYD	10.00	6,550.00	25.00	16,375.00	7.00	4,585.00
0005	202-02-32000	Removal of Paved Ditches	5	SQYD	50.00	250.00	350.00	1,750.00	150.00	750.00
0006	202-02-38500	Removal of Surfacing and Stabilized Base	2,159.6	SQYD	4.00	8,638.40	6.00	12,957.60	7.00	15,117.20
0007	203-05-00100	Excavation and Embankment	1	LUMP	48,000.00	48,000.00	60,000.00	60,000.00	50,000.00	50,000.00
0008	204-02-00100	Temporary Hay or Straw Bales	152	EACH	20.00	3,040.00	15.00	2,280.00	20.00	3,040.00
0009	204-06-00100	Temporary Silt Fencing	1,410	LNFT	4.00	5,640.00	3.00	4,230.00	2.00	2,820.00
0010	302-02-01600	Class II Base Course (6 1/2" Thick) (Stone)	416.8	SQYD	22.00	9,169.60	35.00	14,588.00	50.00	20,840.00
0011	302-02-04100	Class II Base Course (8 1/2" Thick) (Stone)	2,168.5	SQYD	24.00	52,044.00	35.00	75,897.50	56.00	121,436.00
0012	304-05-00100	Lime Treatment (Type E)	36.65	TON	325.00	11,911.25	600.00	21,990.00	300.00	10,995.00
0013	402-01-00100	Traffic Maintenance Aggregate (Vehicular Measurement)	250	CUYD	75.00	18,750.00	150.00	37,500.00	58.00	14,500.00
0014	502-01-00100	Superpave Asphaltic Concrete	595.3	TON	160.00	95,248.00	175.00	104,177.50	170.00	101,201.00
0015	701-09-01000	Storm Drain Pipe (15" RCP/PP)	302	LNFT	70.00	21,140.00	55.00	16,610.00	120.00	36,240.00
0016	701-09-01020	Storm Drain Pipe (18" RCP/PP)	91	LNFT	56.00	5,096.00	70.00	6,370.00	65.00	5,915.00
0017	701-09-01040	Storm Drain Pipe (24" RCP/PP)	100	LNFT	68.00	6,800.00	80.00	8,000.00	140.00	14,000.00
0018	701-04-01040	Storm Drain Pipe Arch (24" Equiv. RCPA)	71	LNFT	75.00	5,325.00	95.00	6,745.00	150.00	10,650.00
0019	701-04-01080	Storm Drain Pipe Arch (36" Equiv. RCPA)	183	LNFT	140.00	27,020.00	155.00	29,915.00	200.00	38,600.00
0020	701-04-02080	Storm Drain Pipe Arch (Outfall) (36" Equiv. CMPA)	31	LNFT	125.00	3,875.00	170.00	5,270.00	220.00	6,820.00
0021	701-07-00300	Yard Drain Pipe (8")	35	LNFT	22.00	770.00	50.00	1,750.00	55.00	1,925.00
0022	702-02-00300	Manholes (R-CB-11 MOD)	1	EACH	4,500.00	4,500.00	6,000.00	6,000.00	12,000.00	12,000.00
0023	702-03-00001	Catch Basin (Remove and Replace Frame and Cover)	2	EACH	1,800.00	3,600.00	3,000.00	6,000.00	2,400.00	4,800.00
0024	702-03-00100	Catch Basins (CB-01)	3	EACH	4,800.00	14,400.00	5,200.00	15,600.00	13,000.00	39,000.00
0025	702-03-00200	Catch Basins (CB-02)	4	EACH	4,800.00	19,200.00	6,500.00	26,000.00	9,000.00	36,000.00
0026	702-03-00400	Catch Basins (CB-05)	2	EACH	4,200.00	8,400.00	5,000.00	10,000.00	7,000.00	14,000.00
0027	702-03-00500	Catch Basins (CB-06)	4	EACH	5,000.00	20,000.00	6,500.00	26,000.00	8,000.00	32,000.00
0028	702-03-00600	Catch Basins (CB-07)	1	EACH	5,800.00	5,800.00	7,000.00	7,000.00	12,000.00	12,000.00
0029	702-03-00800	Catch Basins (CB-09)	4	EACH	5,000.00	20,000.00	6,500.00	26,000.00	9,000.00	36,000.00
0030	702-04-00100	Adjusting Manholes	1	EACH	2,200.00	2,200.00	2,000.00	2,000.00	1,500.00	1,500.00
0031	703-03-00100	Perforated Pipe Underdrains	1,136	LNFT	20.00	22,720.00	25.00	28,400.00	20.00	22,720.00
0032	706-02-00200	Concrete Drive (6" Thick)	480.4	SQYD	88.00	42,275.20	100.00	48,040.00	118.00	56,687.20
0033	706-03-00500	Incidental Concrete Paving (8" Thick)	45.9	SQYD	100.00	4,590.00	150.00	6,885.00	120.00	5,508.00
0034	707-03-00100	Combination Concrete Curb and Gutter	1,329.3	LNFT	92.00	122,595.60	33.00	43,866.90	38.00	50,513.40
0035	710-01-00100	Flowable Fill	4	CUYD	550.00	2,200.00	200.00	800.00	400.00	1,600.00

0036	712-01-00100	Concrete Cast-in-Place Reveiment (4" Thick)	5	SQYD	325.00	1,625.00	400.00	2,000.00	200.00	1,000.00
0037	713-01-00100	Temporary Signs and Barricades	1	LUMP	40,000.00	40,000.00	10,000.00	10,000.00	25,000.00	25,000.00
0038	713-02-00500	Temporary Pavement Markings (24" Width)	93	LNFT	3.00	279.00	4.00	372.00	4.00	372.00
0039	713-03-01000	Temporary Pavement Markings (Broken Line) (4" Width) (4' Length)	0.215	MILE	860.00	184.90	5,000.00	1,075.00	5,000.00	1,075.00
0040	713-04-01000	Temporary Pavement Markings (Solid Line) (4" Width)	0.43	MILE	3,500.00	1,505.00	4,000.00	1,720.00	4,800.00	2,064.00
0041	716-01-00100	Mulch (Vegetative)	1.2	TON	2,400.00	2,880.00	2,000.00	2,400.00	1,500.00	1,800.00
0042	717-01-00100	Seeding	27	LB	10.00	270.00	100.00	2,700.00	20.00	540.00
0043	718-01-00100	Fertilizer	600	LB	1.00	600.00	4.00	2,400.00	1.00	600.00
0044	722-02-00100	Project Site Laboratory (Equipped)	1	EACH	3,000.00	3,000.00	20,000.00	20,000.00	7,500.00	7,500.00
0045	726-01-00100	Bedding Material	224.5	CUYD	80.00	17,960.00	150.00	33,675.00	125.00	28,062.50
0046	727-01-00100	Mobilization	1	LUMP	70,000.00	70,000.00	95,000.00	95,000.00	109,000.00	109,000.00
0047	729-01-00100	Sign (Type A)	28.9	SOFT	34.00	982.60	60.00	1,734.00	81.00	2,340.90
0048	729-21-00100	U-Channel Post	5	EACH	140.00	700.00	200.00	1,000.00	300.00	1,500.00
0049	731-02-00100	ReflectORIZED Raised Pavement Markers	23	EACH	50.00	1,150.00	75.00	1,725.00	55.00	1,265.00
0050	732-01-01080	Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil)	51	LNFT	20.00	1,020.00	30.00	1,530.00	25.00	1,275.00
0051	732-01-02080	Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	42	LNFT	20.00	840.00	30.00	1,260.00	25.00	1,050.00
0052	732-02-02000	Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)	0.43	MILE	10,500.00	4,515.00	15,000.00	6,450.00	14,000.00	6,020.00
0053	735-01-00100	Mailboxes	1	EACH	2.00	2.00	350.00	350.00	2.00	2.00
0054	735-02-00100	Mailbox Supports (Single)	1	EACH	210.00	210.00	200.00	200.00	140.00	140.00
0055	740-01-00100	Construction Layout	1	LUMP	25,000.00	25,000.00	10,000.00	10,000.00	67,000.00	67,000.00
0056	741-09-00100	Adjusting Water House Connections	2	EACH	825.00	1,650.00	1,000.00	2,000.00	2,000.00	4,000.00
0057	741-10-00100	Adjusting Water Service Lines	100	LNFT	9.00	900.00	30.00	3,000.00	55.00	5,500.00
0058	NS-500-00340	Saw Cutting Asphaltic Concrete Pavement	2,662	INLF	1.00	2,662.00	2.00	5,324.00	2.20	5,856.40
0059	NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	3,198	INLF	1.00	3,198.00	2.00	6,396.00	2.20	7,035.60
0060	NS-701-00002	Trench Excavation Safety Protection (Depth > 5 feet)	788	LNFT	1.00	788.00	15.00	11,820.00	25.00	19,700.00
CONTRACTOR TOTAL										
									985,506.00	1,406,887.70



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

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

July 19, 2017

Ms. Kim Golden, P.E.
City Engineer
City of Monroe
P.O. Box 123
Monroe, LA 71201

RE: State Project No. H.011741
Hadley Street Rehabilitation
City of Monroe
L & A, Inc. Project No. 15E079.00

Dear Ms. Golden:

As you are aware, bids on the referenced project were received by the Louisiana Department of Transportation and Development on Wednesday, July 12, 2017. Three bids were received in the following amounts:

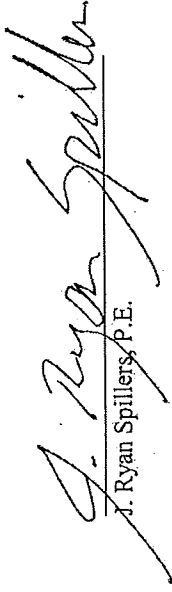
Amethyst Construction, Inc.	\$ 754,562.55
Dirtworks Inc. of Vicksburg	\$ 995,506.00
WL Bass Construction, Inc.	\$1,106,887.70

The low bid, which was submitted by Amethyst Construction, Inc., is 14.8% higher than our estimated cost of \$657,315.74. I reviewed the unit prices submitted by Amethyst Construction, Inc., and compared their bid to our construction estimate. I didn't see any particular items that stood out to me as being unreasonably weighted. My recommendation is that project be awarded to the apparent low bidder, Amethyst Construction, Inc.

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

Sincerely,

LAZENBY & ASSOCIATES, INC.


J. Ryan Spillers, P.E.

JRS/dg

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORNHILL, 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.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. TWELVE (12) TO THE WASTEWATER SYSTEM IMPROVEMENTS PROGRAM BASIN MR-04/05/07 (A) 2 REHABILITATION CONTRACT, BETWEEN THE CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC., FOR AN INCREASE IN THE CONTRACT TIME OF _____ DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. Twelve (12) between the City of Monroe and Don M. Barron Contractor, Inc., for an increase in the contract time of _____ days.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2017.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. FIVE (5) TO THE NORTH AREA SEWER SYSTEM IMPROVEMENTS BASIN MR-27(A)30/31 REHABILITATION CONTRACT, BETWEEN THE CITY OF MONROE AND JABAR CORPORATION, FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$75,763.00 AND AN INCREASE IN THE CONTRACT TIME OF THIRTY (30) DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. Five (5) between the City of Monroe and JABAR Corporation for an increase in the contract amount of \$75,763.00 and an increase in the contract time of thirty (30) days.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2017.

CHAIRMAN

CITY CLERK

CHANGE ORDER

Order No. 5
Date: July 14, 2017
Agreement Date: April 14, 2016

NAME OF PROJECT: North Area Sewer System Improvements –
Basin MR-27(A)/30/31 Rehabilitation
DE Project No. 09-11-01

OWNER: City of Monroe

CONTRACTOR: JABAR Corporation

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add replacement of 12" sewer force main from Apple Dental Lift Station north to point where existing force main turns into woods to the west towards to River Oaks Lift Station.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE \$ 3,132,346.80.

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 3,292,094.97.

The CONTRACT PRICE due to this CHANGE ORDER will be increased by \$ 75,763.00.

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 3,367,857.97.

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 30 calendar days.

The date for completion of all work will be October 26, 2017.

APPROVED BY:

RECOMMENDED BY:

Chris W. Patrick, P.E.,
Denmon Engineering

_____ Date

ORDERED BY:

Honorable James E. Mayo, Mayor
City of Monroe

_____ Date

ACCEPTED BY:

John Putnam, President
JABAR Corporation

_____ Date

CITY OF MONROE
 NORTH AREA SEWER SYSTEM IMPROVEMENTS -
 BASIN MR-27(A)/30/31 REHABILITATION
 DE PROJECT NO. 09-11-01

ATTACHMENT FOR CHANGE ORDER NO. 5

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	DECREASE AMOUNT	INCREASE AMOUNT
39.	12" PVC CL160 NSF Sanitary Sewer Pipe (Green)	2,050	L.F.	\$26.70		\$54,735.00
40.	12" Jack & Bore w/ PVC CL160 NSF Sanitary Sewer Pipe (Green)	40	L.F.	\$52.70		\$2,108.00
41.	16" HDPE DR11 IPS Black Sanitary Sewer Pipe 2/ Green Strip via HDD	100	L.F.	\$189.20		\$18,920.00
TOTAL CHANGE ORDER AMOUNTS					\$0.00	\$75,763.00

THIS CHANGE ORDER RESULTS IN A NET INCREASE TO THE CONTRACT AMOUNT OF

\$75,763.00

JABAR CORPORATION

1925 HWY 80 EAST

CALHOUN, LA. 71225 TEL: (318) 396-6160 FAX: (318) 396-7667

JOB NAME: BASIN MR-27(A)/30/31 REHABILITATION

OWNER: MONROE, City of

ENGINEER: Denmon Engineering



30 days

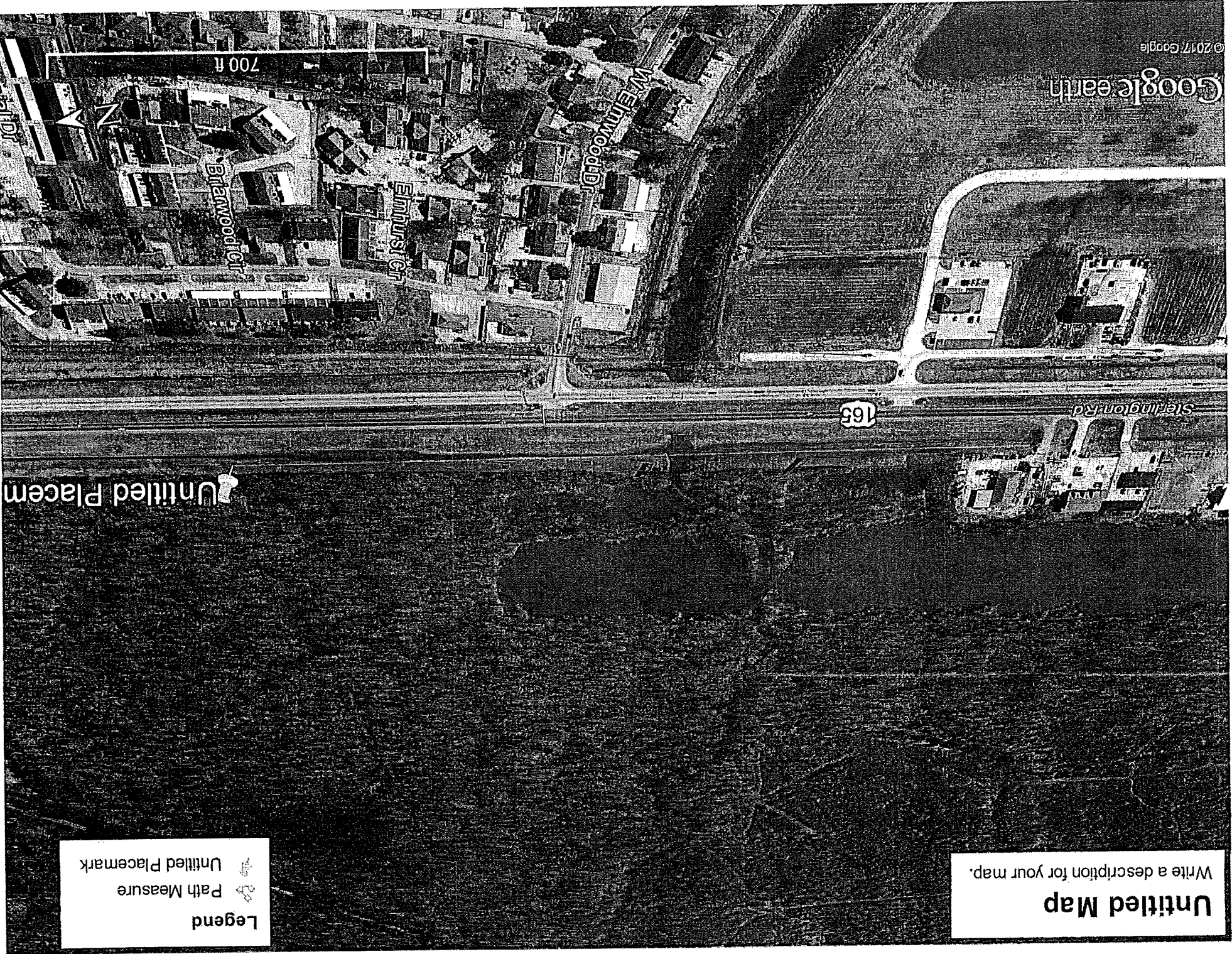
BID	ITEM	NO.	UNIT	QTY	BID	TOTAL
	BILL OF MATERIAL					
39	FM C.O.	12" PVC CL160 NSF SANITARY SEWER PIPE (Green)		2050 LF	\$26.70	\$54,735.00
40	FM C.O.	12" JACK & BORE w/ PVC CL160 NSF SANITARY SEWER PIPE (Green)		40 LF	\$52.70	\$2,108.00
41	FM C.O.	16" HDPE DR11 IPS BLACK SANITARY SEWER PIPE w/ GREEN STRIPE via HDD		100 LF	\$189.20	\$18,920.00
						\$75,763.00

Untitled Map

Write a description for your map.

Legend

-  Path Measure
-  Untitled Placemark



Google earth

© 2017 Google

Untitled Placem

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. THREE (3) TO THE WALNUT STREET OVERLAY H.011740 CONTRACT, BETWEEN THE CITY OF MONROE AND FORBY CONTRACTING, INC., FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$30,938.57 AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. Three (3) between the City of Monroe and Forby Contracting, Inc., for an increase in the contract amount of \$30,938.57.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2017.

CHAIRMAN

CITY CLERK

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	003
S.P. NO.	H.011740.6	Date:	07/13/2017
Name:	WALNUT STREET (KCS RAILROAD CROSSING TO HUDSON LANE)	F.A.P. NO.	H011740
		Primary Parish:	Ouachita
This change order requires an LADOTD authorizer		Category 3 / 8A	

Scope:

This project (Walnut Street: KCS Railroad Crossing to Hudson Lane) consists of drainage structures, cold planing asphaltic concrete, full-depth pavement patching of PCC pavement, superpave asphaltic concrete overlay, and related work in Ouachita Parish.

Purpose:

The purpose of this change order is to provide a summation of quantities that were placed on the project. This change order will adjust all items of work (as necessary) to the installed amounts as placed on the roadway and as recorded and verified in the project field books.

Explanation:

This change order is an adjustment of quantities to final as-built quantities. A detailed explanation of each item that has a change in the quantity will be provided under each applicable item.

The City of Monroe is aware that several of the items contained in the change order are non-participating items that will be paid entirely with City of Monroe funds. The Monroe City Council has reviewed and approved the change order.

Project Number H.011740.6**202-02-06100 Line Item 0001 = 202-02-06100 Removal of Concrete Walks and Drives****Funding Category 0001:**

Decrease by 9.3 SQYD or -1.70%.

Actual field measurement of quantity used was slightly less than plan quantity and sufficient to successfully complete the project.

202-02-06140 Line Item 0002 = 202-02-06140 Removal of Curbs (Concrete)**Funding Category 0001:**

Increase by 83 LNFT or 47.16%.

Underestimation of plan quantity. Quantity used was necessary to successfully complete project.

402-01-00100 Line Item 0003 = 402-01-00100 Traffic Maintenance Aggregate (Vehicular Measurement)**Funding Category 0001:**

Decrease by 489.3 CUYD or -97.86%.

Item decreased as quantity provided was estimated and was not required to maintain traffic due to construction procedures and processes used.

502-01-00100 Line Item 0004 = 502-01-00100 Superpave Asphaltic Concrete**Funding Category 0001:**

Increase by 15.1 TON or 2.40%.

Actual field measurements exceeded estimated plan quantity.

502-01-00200 Line Item 0005 = 502-01-00200 Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous**Funding Category 0001:**

Increase by 3.95 TON or 20.47%.

Underestimation of plan quantity. Quantity used was necessary to successfully complete project.

509-01-00100 Line Item 0006 = 509-01-00100 Cold Planing Asphaltic Pavement**Funding Category 0001:**

Decrease by 13.56 SQYD or -0.24%.

Actual field measurement of quantity used was slightly less than plan quantity and sufficient to successfully complete the project.

510-01-00200 Line Item 0007 = 510-01-00200 Pavement Patching (12" Minimum Thickness)**Funding Category 0001:**

Increase by 16.76 SQYD or 2.91%.

Actual field measurements exceeded estimated plan quantity.

http://h13001ms001/SMRemoteReports/CORreport_change.asp?projnum=H.011740.6&co... 7/19/2017

602-02-00200 Line Item 0008 = 602-02-00200 Cleaning and Resealing Existing Longitudinal Pavement Joints
Funding Category 0001:
Increase by 161 LNFT or 5.55%.
Actual field measurements exceeded estimated plan quantity.

602-02-00300 Line Item 0009 = 602-02-00300 Cleaning and Resealing Existing Transverse Pavements Joints
Funding Category 0001:
Increase by 120.5 LNFT or 4.46%.
Actual field measurements exceeded estimated plan quantity.

602-03-00100 Line Item 0010 = 602-03-00100 Cleaning and Sealing Random cracks
Funding Category 0001:
Decrease by 200 LNFT to zero or -100%.
Overestimation of plan quantity. Quantity provided by contract was not necessary to successfully complete project.

602-04-00400 Line Item 0011 = 602-04-00400 Full Depth Corner Patching of Jointed Concrete Pavement (16.0 squar
Funding Category 0001:
Decrease by 8.87 SQYD or -52.18%.
Actual field measurement of quantity used was less than plan quantity.

602-05-01120 Line Item 0012 = 602-05-01120 Full Depth Patching of Jointed Concrete Pavement (16.0 squar
Funding Category 0001:
Increase by 237.7 SQYD or 93.62%.
Item increased due to the further deterioration of the roadway since plan preparation and also due to the discovery of voids under sections of the existing concrete roadway that had no visible signs of failure.

602-05-02120 Line Item 0013 = 602-05-02120 Full Depth Patching of Jointed Concrete Pavement (16.1 squar
Funding Category 0001:
Increase by 330.1 SQYD or 59.30%.
Item increased due to the further deterioration of the roadway since plan preparation and also due to the discovery of voids under sections of the existing concrete roadway that had no visible signs of failure.

602-05-03120 Line Item 0014 = 602-05-03120 Full Depth Patching of Jointed Concrete Pavement (48.1 squar
Funding Category 0001:
Decrease by 330.67 SQYD or -26.31%.
Item decreased as some of the quantity provided for this item was reduced to smaller areas of patching to facilitate maintenance of traffic.

702-04-00100 Line Item 0015 = 702-04-00100 Adjusting Manholes
Funding Category 0001:
Decrease by 5 EACH or -31.25%.
Actual field measurement of quantity used was less than plan quantity and sufficient to successfully complete the project.

702-04-00200 Line Item 0016 = 702-04-00200 Adjusting Catch Basins
Funding Category 0001:
Decrease by 7 EACH or -70.00%.
Actual field measurement of quantity used was less than plan quantity and sufficient to successfully complete the project.

706-01-00100 Line Item 0017 = 706-01-00100 Concrete Walk (4" Thick)
Funding Category 0001:
Increase by 27.23 SQYD or 4.97%.
Actual field measurements exceeded estimated plan quantity.

706-04-00100 Line Item 0018 = 706-04-00100 Handicapped Curb Ramps
Funding Category 0001:
Increase by 2 EACH or 8.70%.
Underestimation of plan quantity. Additional ramps were added at sta. 25+58 lt. and sta. 18+27 lt. as required by standard plan PED-01.

707-01-00100 Line Item 0019 = 707-01-00100 Concrete Curb
Funding Category 0001:
Increase by 217.74 LNFT or 123.72%.
Underestimation of plan quantity. Quantity used was necessary to successfully complete project.

729-16-00300 Line Item 0022 = 729-16-00300 Object Marker Assembly (Type 3)
Funding Category 0001:
Decrease by 1 EACH or -2.27%.
Actual field measurement of quantity used was slightly less than plan quantity and sufficient to successfully complete the project.

http://h13001ms001/SMRemoteReports/COReport_change.asp?projnum=H.011740.6&co... 7/19/2017

731-02-00100 Line Item 0023 = 731-02-00100 ReflectORIZED Raised Pavement Markers
 Funding Category 0001:
 Increase by 13 EACH or 6.50%.
 Actual field measurements exceeded estimated plan quantity. Quantity used was necessary to construct project in accordance with Standard Plan PM-01.

732-01-01040 Line Item 0024 = 732-01-01040 Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)
 Funding Category 0001:
 Increase by 128 LNFT or 170.67%.
 Underestimation of plan quantity. Quantity increased due to gore striping that was used near KCS railroad where Walnut Street and South Grand Street merge.

732-01-01080 Line Item 0025 = 732-01-01080 Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil)
 Funding Category 0001:
 Decrease by 212 LNFT or -40.77%.
 Overestimation of Plan Quantity. Quantity used was sufficient to complete project as required by Standard Plan PM-01.

732-01-02040 Line Item 0026 = 732-01-02040 Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)
 Funding Category 0001:
 Decrease by 38 LNFT or -25.33%.
 Overestimation of Plan Quantity. Quantity used was sufficient to complete project as required by Standard Plan PM-01.

732-01-02080 Line Item 0027 = 732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)
 Funding Category 0001:
 Decrease by 15.2 LNFT or -10.70%.
 Overestimation of Plan Quantity. Quantity used was sufficient to complete project as required by Standard Plan PM-01.

732-02-02000 Line Item 0028 = 732-02-02000 Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 125 mil)
 Funding Category 0001:
 Increase by 0.102 MILE or 5.21%.
 Actual field measurements exceeded estimated plan quantity. Quantity used was necessary to construct project in accordance with Standard Plan PM-01.

732-05-00100 Line Item 0032 = 732-05-00100 Removal of Existing Markings
 Funding Category 0001:
 Decrease by 0.008 MILE or -3.15%.
 Actual field measurement of quantity used was slightly less than plan quantity and sufficient to successfully complete the project.

NS-500-00360 Line Item 0035 = NS-500-00360 Saw Cutting Asphaltic Concrete Pavement Over Portland Cement
 Funding Category 0001:
 Decrease by 77 INLF to zero or -100%.
 Overestimation of plan quantity. Quantity provided by contract was not necessary to successfully complete project.

NS-600-00220 Line Item 0036 = NS-600-00220 Saw Cutting Portland Cement Concrete Pavement
 Funding Category 0001:
 Increase by 670 INLF or 19.66%.
 Underestimation of plan quantity. Quantity used was necessary to successfully complete project.

701-03-01000 Line Item 0037 = 701-03-01000 Storm Drain Pipe (15" RCP/PP)
 Funding Category 0002:
 Decrease by 76 LNFT or -36.71%.
 Actual field measurement of quantity used was less than plan quantity. It was determined in the field by the Project Engineer and the City of Monroe that a concrete collar was preferred over complete replacement of the storm drain pipe in some locations.

701-03-01040 Line Item 0038 = 701-03-01040 Storm Drain Pipe (24" RCP/PP)
 Funding Category 0002:
 Increase by 4 LNFT or 9.52%.
 Actual field measurements exceeded the estimated plan quantity.

702-04-00300 Line Item 0039 = 702-04-00300 Adjusting Junction Boxes
 Funding Category 0002:
 Decrease by 2 EACH to zero or -100%.
 Overestimation of plan quantity. Quantity provided by contract was not necessary to successfully complete project.

726-01-00100 Line Item 0040 = 726-01-00100 Bedding Material
 Funding Category 0002:
 Decrease by 5.6 CUYD or -14.97%.
 Actual field measurement of quantity used was less than plan quantity.

NS-701-00002 Line Item 0042 = NS-701-00002 Trench Excavation Safety Protection (Depth > 5 feet)

Funding Category 0002:

Decrease by 249 LNFT to zero or -100%.

Overestimation of plan quantity. Quantity provided in contract was not necessary to successfully complete the project due to the shallow depth of excavation required for the storm drain repairs.

CI-602-05-OD Line Item 0802 = CI-602-05-OD Overdepth- Full Depth Patching

Funding Category 0001:

Decrease by 164.49 SYIN or -54.83%.

Overestimation of plan quantity. Quantity used was sufficient to successfully construct project to plan typical. Additionally, some of the quantity estimate for this item fell into the patching range of greater than 48.1 square yards. Therefore, it is necessary to pay for some of the overdepth patching at a different unit price (see line item 0806).

CI-732-00010 Line Item 0804 = CI-732-00010 Striping Reflectivity Pay Bonus

Funding Category 0001:

Create item for 533.9 EACH or 100%.

This change order will add an item for a Striping Bonus to the contract as dictated by the Supplemental Specifications 732.05 in accordance with Table 732-2 "Payment Adjustments for Initial Retroreflectivity." This item has been added to the contract to incorporate the 103% payment bonus for 4" width solid (white and yellow) as done under contract item 732-02-02000 - Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil). It will also include the other items 732-01-01040 Plastic Pavement Striping (Solid Line) (8" Width) (Thermoplastic 90 mils), 732-01-01080 Plastic Pavement Striping (Solid Line) (24" Width) (Thermoplastic 90 mil), 732-01-02040 Plastic Pavement Striping (Solid Line) (8" Width) (125 mil), and 732-01-02080 Plastic Pavement Striping (Solid Line) (24" Width) (125 mil).

The contract special provisions allow up to a 103% payment bonus for test result readings that exceed the initial average retroreflectivity test result readings in millilandela per meter squared per lux (mcd\luxm²) numbers depicted in Table 732-2 on page E-32 of the contract. Attached to this change order are the data readings from the initial retroreflectivity tests that were taken and provided by the contractor. Paragraph 732.03 (g) of the contract supplemental specifications required the contractor to perform these tests. This item applies to the solid white edge lines, the solid yellow edge lines, and the 8" and 24" markings on the project. The frequency of the readings was performed as per Table 732-1 of the contract supplemental specifications. White and yellow were tested separately because the initial retroreflectivity requirements are different for each color. To receive bonus payment the average initial retroreflectivity reading for 4" white (90 mil) must be a minimum of 450 mcd\luxm² or above. To receive bonus payment the average initial retroreflectivity reading for 4" yellow (90 mil) must be a minimum of 300 mcd\luxm² or above. To receive bonus payment the average initial retroreflectivity reading for 8" white (90 mil) and 8" white (125 mil) at 40 mil (Note 9 Table 732-1) must be a minimum of 350 mcd\luxm² or above. To receive bonus payment the average initial retroreflectivity reading for 24" white (90 mil) and 24" white (125 mil) at 40 mil (Note 9 Table 732-1) must be a minimum of 350 mcd\luxm² or above. To receive bonus payment the average initial retroreflectivity reading for 24" yellow (90 mil) at 40 mil (Note 9 Table 732-1) must be a minimum of 225 bcd\luxm² or above. In addition, there cannot be any test segments meeting less than the 100 percent pay requirements.

All of the test segments for the white and yellow striping met the criteria for 100% payment and all segments were eligible for the 103% bonus. The following is a breakdown of each line type:

Line Item 0024 732-01-01040, 8" Width Solid Line (90 mil) - all of the length for this type stripe was eligible for 103% payment bonus.
Total 8" Solid Line Pavement Marking (90 mil) paid for in the Project = 203.0 Linear Feet.
Length Eligible for Bonus Payment = 203.0 Linear Feet.
Unit Cost for Item 732-01-01040 - Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil) = \$4.00 per Linear Foot.
Bonus for this Item = 203.0 Lin. Ft. X \$4/Lin. Ft. X 0.03 = \$24.36

Line Item 0025 732-01-01080, 24" Width Solid Line (90 mil) - all of the length for this type stripe was eligible for 103% payment bonus.
Total 24" Solid Line Pavement Marking (125 mil) paid for in the Project = 308.0 Linear Feet.
Length Eligible for Bonus Payment = 308.0 Linear Feet.
Unit Cost for Item 732-01-01080 - Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil) = \$12.00 per Linear Foot.
Bonus for this Item = 308.0 Lin. Ft. X \$12/Lin. Ft. X 0.03 = \$110.88

Line Item 0026 732-01-02040, 8" Width Solid Line (125 mil) - all of the length for this type stripe was eligible for 103% payment bonus.
Total 8" Solid Line Pavement Marking (125 mil) paid for in the Project = 112.0 Linear Feet.
Length Eligible for Bonus Payment = 112.0 Linear Feet.
Unit Cost for Item 732-01-01080 - Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil) = \$4.00 per Linear Foot.
Bonus for this Item = 112.0 Lin. Ft. X \$4/Lin. Ft. X 0.03 = \$13.44

Line Item 0027 732-01-02080, 24" Width Solid Line (125 mil) - all of the length for this type stripe was eligible for 103% payment bonus.

Total 24" Solid Line Pavement Marking (125 mil) paid for in the Project = 126.8 Linear Feet.

Length Eligible for Bonus Payment = 126.8 Linear Feet.

Unit Cost for Item 732-01-02080 - Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil) = \$12.00 per Linear Foot.

Bonus for this Item = 126.8 Lin. Ft. X \$12/Lin. Ft. X 0.03 = \$45.65

http://h13001ms001/SMRemoteReports/CORReport_change.asp?projnum=H.011740.6&co... 7/19/2017

Line Item 0028 732-02-02000, 4" Width Solid Line (90 mil) - all of the length for this type stripe was eligible for 103% payment bonus.
 Total 4" Solid Line Pavement Marking (90 mil) paid for in the Project = 2.058 Miles.
 Length Eligible for Bonus Payment = 2.058 Miles.
 Unit Cost for Item 732-02-02000 - Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil) = \$5,500.00 per Mile.
 Bonus for this Item = 2.058 Mi. X \$5,500/Mi. X 0.03 = \$339.57

Total Bonus Amount = \$24.36 + \$110.88 + \$13.44 + \$45.65 + \$339.57 = \$533.90

CI-602-05-OD Line Item 0806 = CI-602-05-OD Overdepth-Full Depth Patching Funding Category 0001:

Create item for 182.67 SYIN or 100%.

Overdepth patching was required on portions of the project due to deteriorated base course conditions. Some of the overdepth patching occurred in areas associated with item 602-05-03120, where the size of the patch was greater than 48 square yards. Change order no. 1 for this project added an item for overdepth patching, but that item was associated with item 602-05-02120 based on patch sizes between 16 square yards and 48 square yards.

The total quantity required for this item is 182.67 s.y.-in., and is based on field measurements.

The price for this item was determined in accordance with section 602 of the supplemental specifications. The identified areas requiring overdepth patching fall under item 602-05-03120. The contract price for item 602-05-03120 is \$150.00/s.y., with a plan thickness of 8". \$150.00 / 8 * 50% = \$9.38.

713-03-01000 Line Item 9001 = 713-03-01000 TPM (Broken Line) (4" W)(4' L)

Funding Category 0001:

Decrease by 1.512 MILE or -75.60%.

Actual field measurement of quantity used was less than plan quantity and sufficient to successfully complete the project.

701-15-00100 Line Item 9003 = 701-15-00100 Concrete Collar

Funding Category 0002:

Increase by 9 EACH or 900.00%.

Underestimation of plan quantity. Additional concrete collars were used at the direction of the Project Engineer and City of Monroe to repair isolated areas of deterioration in the subsurface drainage system. Increasing the number of collars allowed the contractor to reduce the amount of storm drain pipe installed, which reduced the impacts to traffic and potential disruption of utilities.

702-02-00200 Line Item 9004 = 702-02-00200 Manholes (R-CB-11)

Funding Category 0002:

Increase by 1 EACH or 50.00%.

Underestimation of plan quantity. Quantity used was necessary to successfully complete project. An additional manhole was required at Sta. 10+30 due to a conflict between the subsurface drainage and a sanitary sewer service.

710-01-00100 Line Item 9005 = 710-01-00100 Flowable Fill

Funding Category 0002:

Increase by 17.5 CUYD or 583.33%.

Underestimation of plan quantity. Quantity used was necessary to successfully complete the project. Backfilling of locations of storm drain pipe with conventional backfill was not possible due to the close proximity of existing underground utilities of gas, water, and sewer, all of which allowed no room for compaction without damaging these utilities. Therefore, the contractor was directed to backfill these areas with flowable fill.

It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	Item	Major Item % of Cont.	Price per Unit	Change		Current Quantity	% Change
				Quantity	Amount		
202-02-06100	Removal of Concrete Walks and Drives	No	\$6.00	-9.300	-\$55.80	537.700	-1.70%
H.011740.6 / 0001		0.40%	SQYD				
202-02-06140	Removal of Curbs (Concrete)	No	\$4.00	83.000	\$332.00	176.000	47.16%
H.011740.6 / 0002		0.13%	LNFT				
402-01-00100	Traffic Maintenance Aggregate (Vehicular	No	\$30.00	-489.300	-\$14,679.00	500.000	-97.86%

H.011740.6 / 0003	Measurement)	0.04%	CUYD						
502-01-00100	Superpave Asphaltic Concrete	Yes	\$140.00	15.100	\$2,114.00	628.000	643.100		2.40%
H.011740.6 / 0004		11.05%	TON						
502-01-00200	Superpave Asphaltic Concrete, Drives, Turnouts and Miscellan	No	\$500.00	3.950	\$1,975.00	19.300	23.250		20.47%
H.011740.6 / 0005		1.43%	TON						
509-01-00100	Cold Planing Asphaltic Pavement	No	\$3.25	-13.560	-\$44.07	5712.000	5698.440		-0.24%
H.011740.6 / 0006		2.27%	SQYD						
510-01-00200	Pavement Patching (12" Minimum Thickness)	No	\$125.00	16.760	\$2,095.00	575.000	591.760		2.91%
H.011740.6 / 0007		9.08%	SQYD						
602-02-00200	Cleaning and Resealing Existing Longitudinal Pavement Joints	No	\$2.00	161.000	\$322.00	2900.000	3061.000		5.55%
H.011740.6 / 0008		0.75%	LNFT						
602-02-00300	Cleaning and Resealing Existing Transverse Pavements Joints	No	\$2.00	120.500	\$241.00	2700.000	2820.500		4.46%
H.011740.6 / 0009		0.69%	LNFT						
602-03-00100	Cleaning and Sealing Random cracks	No	\$3.50	-200.000	-\$700.00	200.000	0.000		100.00%
H.011740.6 / 0010		0.00%	LNFT						
602-04-00400	Full Depth Corner Patching of Jointed Concrete Pavement (16.1)	No	\$325.00	-8.870	-\$2,882.75	17.000	8.130		-52.18%
H.011740.6 / 0011		0.32%	SQYD						
602-05-01120	Full Depth Patching of Jointed Concrete Pavement (16.0 squar	Yes	\$195.00	237.700	\$46,351.50	253.900	491.600		93.62%
H.011740.6 / 0012		11.76%	SQYD						
602-05-02120	Full Depth Patching of Jointed Concrete Pavement (16.1 squar	Yes	\$170.00	330.100	\$56,117.00	556.700	886.800		59.30%
H.011740.6 / 0013		18.50%	SQYD						
602-05-03120	Full Depth Patching of Jointed Concrete Pavement (48.1 squar	Yes	\$150.00	-330.670	-\$49,600.50	1256.900	926.230		-26.31%
H.011740.6 / 0014		17.05%	SQYD						
702-04-00100	Adjusting Manholes	No	\$1000.00	-5.000	-\$5,000.00	16.000	11.000		-31.25%
H.011740.6 / 0015		1.35%	EACH						
702-04-00200	Adjusting Catch Basins	No	\$1500.00	-7.000	-\$10,500.00	10.000	3.000		-70.00%
H.011740.6 / 0016		0.55%	EACH						
706-01-00100	Concrete Walk (4" Thick)	No	\$55.00	27.230	\$1,497.65	548.200	575.430		4.97%
H.011740.6 / 0017		3.88%	SQYD						
706-04-00100	Handicapped Curb Ramps	No	\$1250.00	2.000	\$2,500.00	23.000	25.000		8.70%
H.011740.6 / 0018		3.83%	EACH						
707-01-00100	Concrete Curb	No	\$12.00	217.740	\$2,612.88	176.000	393.740		123.72%
H.011740.6 / 0019		0.58%	LNFT						
729-16-00300	Object Marker Assembly (Type 3)	No	\$100.00	-1.000	-\$100.00	44.000	43.000		-2.27%
H.011740.6 / 0022		0.53%	EACH						
731-02-00100	ReflectORIZED Raised Pavement Markers	No	\$8.00	13.000	\$104.00	200.000	213.000		6.50%
H.011740.6 / 0023		0.21%	EACH						
732-01-01040	Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)	No	\$4.00	128.000	\$512.00	75.000	203.000		170.67%
H.011740.6 / 0024		0.10%	LNFT						
732-01-01080	Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil)	No	\$12.00	-212.000	-\$2,544.00	520.000	308.000		-40.77%
H.011740.6 / 0025		0.45%	LNFT						

732-01-02040	Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)	No	\$4.00	-38,000	-152,000	150,000	112,000	-25.33%
H.011740.6 / 0026		0.05%	LNFT					
732-01-02080	Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	No	\$12.00	-15,200	-182,400	142,000	126,800	-10.70%
H.011740.6 / 0027		0.19%	LNFT					
732-02-02000	Plastic Pavement Striping (Solid Line) (4" Width) (Thermopla	No	\$5500.00	0.102	\$561.00	1,956	2,058	5.21%
H.011740.6 / 0028		1.39%	MILE					
732-05-00100	Removal of Existing Markings	No	\$7500.00	-0.008	-\$60.00	0.254	0.246	-3.15%
H.011740.6 / 0032		0.23%	MILE					
NS-500-00360	Saw Cutting Asphaltic Concrete Pavement Over Portland Cement	No	\$3.00	-77,000	-\$231,000	77,000	0.000	100.00%
H.011740.6 / 0035		0.00%	INLF					
NS-600-00220	Saw Cutting Portland Cement Concrete Pavement	No	\$2.00	670,000	\$1,340,000	3408,000	4078,000	19.66%
H.011740.6 / 0036		1.00%	INLF					
701-03-01000	Storm Drain Pipe (15" RCP/PP)	No	\$82.00	-76,000	-\$6,232,000	207,000	131,000	-36.71%
H.011740.6 / 0037		1.32%	LNFT					
701-03-01040	Storm Drain Pipe (24" RCP/PP)	No	\$95.00	4,000	\$380,000	42,000	46,000	9.52%
H.011740.6 / 0038		0.54%	LNFT					
702-04-00300	Adjusting Junction Boxes	No	\$4000.00	-2,000	-\$8,000.00	2,000	0.000	100.00%
H.011740.6 / 0039		0.00%	EACH					
726-01-00100	Bedding Material	No	\$75.00	-5,600	-\$420,000	37,400	31,800	-14.97%
H.011740.6 / 0040		0.29%	CUYD					
NS-701-00002	Trench Excavation Safety Protection (Depth > 5 feet)	No	\$1.00	-249,000	-\$249,000	249,000	0.000	100.00%
H.011740.6 / 0042		0.00%	LNFT					
CI-602-05-OD	Overdepth- Full Depth Patching	No	\$10.63	-164,490	-\$1,748,530	300,000	135,510	-54.83%
H.011740.6 / 0802		0.18%	SYIN					
CI-732-00010	Striping Reflectivity Pay Bonus	No	\$1.00	533,900	\$533,900	0.000	533,900	New
H.011740.6 / 0804		0.07%	EACH					
CI-602-05-OD	Overdepth- Full Depth Patching	No	\$9.38	182,670	\$1,713,440	0.000	182,670	New
H.011740.6 / 0806		0.21%	SYIN					
713-03-01000	TPM (Broken Line) (4" W)(4" L)	No	\$230.00	-1,512	-\$347,760	2,000	0.488	-75.60%
H.011740.6 / 9001		0.01%	MILE					
701-15-00100	Concrete Collar	No	\$715.00	9,000	\$6,435,000	1,000	10,000	900.00%
H.011740.6 / 9003		0.88%	EACH					
702-02-00200	Manholes (R-CB-11)	No	\$3850.00	1,000	\$3,850,000	2,000	3,000	50.00%
H.011740.6 / 9004		1.42%	EACH					
710-01-00100	Flowable Fill	No	\$176.00	17,500	\$3,080,000	3,000	20,500	583.33%
H.011740.6 / 9005		0.44%	CUYD					
Additional Contract Days Requested None		Amount of Over Run: \$30,938.57						

Requested By:

Recommended By:

Date: _____

Date: _____

Spillers, Ryan
Resident Engineer

District Administrator

http://h13001ms001/SMRemoteReports/CORreport_change.asp?projnum=H.011740.6&co... 7/19/2017

Accepted By:

CITY OF MONROE
Contractor

Date: _____

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

State Project No. H.011740.6
Plan Change #003
Draft

Original Contract Cost:	\$815,001.50
Total Approved Change Order to date:	\$28,655.00
% of Total Approved Cost:	3.516%

The following ordinance (the "Bond Ordinance"), having been previously introduced on _____, 2017 and a public hearing having been held thereon on _____, 2017 was offered for adoption by _____ and seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING ISSUANCE, SALE AND DELIVERY OF NOT EXCEEDING NINETEEN MILLION DOLLARS (\$19,000,000) OF SALES TAX REVENUE AND REFUNDING BONDS, SERIES 2017, OF THE CITY OF MONROE, STATE OF LOUISIANA, ALL IN THE MANNER PROVIDED FOR BY CHAPTERS 14 AND 14-A OF TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED, AND OTHER CONSTITUTIONAL AND STATUTORY AUTHORITY SUPPLEMENTAL THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the City of Monroe, State of Louisiana (the "City" or "Issuer") has levied its one percent (1%) sales and use tax upon the sale at retail, the use, the lease or rental, the consumption or storage for use or consumption of tangible personal property and on sales of services in the City (the "Tax"), originally approved by a majority of the qualified electors voting at an election held on November 8, 1994 as follows:

CITY OF MONROE SALES TAX PROPOSITION

SUMMARY: TO AUTHORIZE A 1% SALES TAX FOR 10 YEARS FOR THE PURPOSE OF CONSTRUCTING, PAVING AND IMPROVING PUBLIC STREETS IN THE CITY, INCLUDING UTILITIES RELOCATION AND INCIDENTAL SEWER AND DRAINAGE WORK REQUIRED THEREBY, WITH THE SELECTION AND PRIORITY OF SPECIFIC PROJECTS TO BE DETERMINED IN ACCORDANCE WITH THE PAVING MANAGEMENT PROGRAM APPROVED BY THE CITY ON SEPTEMBER 16, 1994, INCLUDING THE FUNDING OF THE SALES TAX INTO BONDS FOR SUCH PURPOSE, WITH THE AUTHORIZATION OF THE SALES TAX TO ABATE THE LEVY OF A 2.33 MILLS TAX FOR STREETS.

Shall the City of Monroe, State of Louisiana (the "City"), under the provisions of Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, be authorized to levy and collect a tax of one percent (1%) (the "Tax") upon the sale at retail the use, the lease or rental, the

consumption, and storage for use or consumption, of tangible personal property and on sales of services in the City, all as defined in La. R.S. 47:301 through La. R.S. 47:317, for a period of ten (10) years from the date of the first levy of the Tax, with the proceeds of the Tax (after paying the reasonable and necessary costs and expenses of collecting and administering the Tax), to be deposited in the City's general fund as required by law and dedicated and used solely for the purpose of constructing, paving and improving public streets in the City, including utilities relocation and incidental sewer and drainage work required thereby, with the selection and priority of specific projects to be determined in accordance with the Paving Management Program approved by the City on September 16, 1994, and shall the City be authorized to fund the proceeds of the Tax into bonds or other indebtedness from time to time for such purpose, to the extent and in the manner permitted by the laws of the State of Louisiana, including particularly Sub-Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950, and other authority supplemental thereto, with the authorization of the Tax to abate the levy of the 2.33 mills tax for streets approved by the voters on April 30, 1994, for the year 1995 and thereafter?

WHEREAS, the Tax was renewed, extended, and rededicated by the Voters for an additional twenty-five (25) years at an election held by the Issuer, on Saturday, May 5, 2001 (the "Tax"), and the proposition which was submitted at said election and duly approved by a majority of the qualified electors voting at said election was as follows:

CITY OF MONROE PROPOSITION
(1% SALES TAX CONTINUATION AND REDEDICATION)

SUMMARY: 1% SALES TAX CONTINUATION FOR 25 YEARS AND REDEDICATION OF THE PROCEEDS FOR REIMBURSING LOANS FROM THE GENERAL FUND TO THE SEWER FUND AND CONSTRUCTING, ACQUIRING, EXTENDING, IMPROVING AND MAINTAINING (i) SEWERS AND SEWERAGE DISPOSAL WORKS, (ii) WATERWORKS IMPROVEMENTS AND FACILITIES, (iii) STREETS AND BRIDGES, (iv) DRAINS AND DRAINAGE FACILITIES, (v) POLICE STATIONS, (vi) FIRE STATIONS, TRUCKS AND APPARATUS AND (vii) PUBLIC BUILDINGS AND FACILITIES.

Shall the City of Monroe, State of Louisiana (the 'City') be authorized to continue to levy and collect a tax of one percent (1%) (the "Tax"), previously authorized at an election held on November 8, 1994, for an additional period of twenty-five (25) years commencing January 1, 2005, upon the sale at retail, the use, the lease or rental, the consumption, and storage for use or consumption, of tangible personal property and on sales of services in the City, all as defined in La. R.S. 47:301 through La. R.S. 47:317, inclusive, with the proceeds of the Tax heretofore or hereafter collected (after paying the reasonable and necessary costs and expenses of collecting and administering the Tax), to be rededicated and used for the purposes of reimbursing loans from the general fund to the sewer fund and constructing, acquiring, extending,

improving and maintaining (i) sewers and sewerage disposal works, (ii) waterworks improvements and facilities, (iii) streets and bridges, (iv) drains and drainage facilities, (v) police stations (vi) fire stations, trucks and apparatus and (vii) public buildings and facilities (including acquiring all necessary land, equipment and furnishings for any of said public works, improvements and facilities, and utilities relocation related thereto), and shall the City be further authorized to fund the proceeds of the Tax into bonds from time to time for any of said capital improvements, to the extent and in the manner permitted by the laws of Louisiana, including Sub-Part F, Part III, Chapter 4, Title 39 of the Louisiana Revised Statutes of 1950?; and

WHEREAS, the City has heretofore issued its Sales Tax Revenue Bonds, Series 2007, in the original principal amount of Twenty-Nine Million Three Hundred Forty Thousand (\$29,340,000) Dollars (the **‘Prior Bonds’**); and

WHEREAS, on August 27, 2012 the Issuer remarketed the Prior Bonds (the **‘Remarketing’**), selling them to Capital One Public Funding, LLC (**‘Prior Bond Purchaser’**); and

WHEREAS, in order to provide debt service reductions and/or cash flow savings to the Issuer, the Issuer desires to (i) currently refund the remaining maturities of the Prior Bonds, as of August 27, 2017 (the **‘Refunded Maturities’**), through the issuance of not to exceed Nineteen Million Dollars (\$19,000,000) of Sales Tax Revenue and Refunding Bonds, Series 2017 (the **‘Bonds’**); (ii) terminate the swap associated with the Prior Bonds; and (iii) pay the costs of issuance of the Bonds; and

WHEREAS, pursuant to the provisions of Chapters 14 and 14-A of Title 39, of the Louisiana Revised Statutes of 1950 (the **“Act”**), this Mayor and the City Council of the City of Monroe, State of Louisiana, acting as the governing authority (the **“Governing Authority”**) of the Issuer, adopted a Resolution on April 11, 2017, granting preliminary approval for the consent and authority to issue and sell the Bonds for the purpose of refunding the Prior Bonds; and

WHEREAS, it is now the desire of the Mayor and the Governing Authority to issue the Bonds, secured by and payable from the proceeds of the Tax after payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (the **“Net Revenues”**); and

WHEREAS, it is now desired to fix the details necessary with respect to the issuance of the Bonds, and to provide for the authorization and issuance thereof, as hereinafter provided; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Monroe, State of Louisiana, acting as the Governing Authority thereof, that:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. As used herein, the following terms used herein shall have the following meanings hereto, unless the context otherwise requires:

“**Act**” shall mean the applicable provisions of Chapters 14 and 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.

“**Additional Parity Bonds**” shall mean any *pari passu* indebtedness hereafter issued on a parity basis with the Bonds and Outstanding Parity Bonds with respect to the Net Revenues in accordance Section 3.6 hereto.

“**Bank Bond Purchase Agreement**” shall mean the Bank Bond Purchase Agreement by and between the Issuer and the Purchaser.

“**Bond**” or “**Bonds**” shall mean the Nineteen Million Dollars (\$19,000,000 original principal amount of City of Monroe, State of Louisiana Sales Tax Revenue and Refunding Bonds, Series 2017, authorized to be issued pursuant to this Bond Ordinance as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Bonds previously issued.

“**Bond Counsel**” shall mean Boles, Shafto & Leonard, LLC, Monroe, Louisiana, as bond counsel, and their successors, or such other nationally recognized bond counsel as may be selected by the City and acceptable to the Issuer.

“**Bond Holder**” or “**Registered Owner**” or “**Owner**” when used with respect to any Bond, shall mean the Person in whose name such Bond is registered in the Bond Register maintained by the Paying Agent.

“**Bond Ordinance**” shall mean this ordinance, as further amended and supplemented as herein provided.

“**Bond Register**” shall mean the records kept by the Paying Agent at its principal corporate trust office in which the registration of the Bonds and transfer of the Bonds shall be made as provided herein.

“**Bond Year**” shall mean a year commencing on July 1 and ending on June 30 of the following year, provided, however, that the first Bond Year shall mean a year commencing on the Issuance Date and ending on June 30, 2018.

“**Business Day**” shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Costs of Issuance**” shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a preliminary official statement and official statement, fees and disbursements of consultants and professionals, including Municipal Advisors, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of the Bonds.

“**Default**” means any Event of Default or any event or condition which, with the passage of time or giving of notice or both, would constitute an Event of Default.

“**Debt Service**” for any period shall mean, as of the date of calculation, an amount equal to the sum of (i) interest payable during such period on Bonds and (ii) the principal amount of Bonds which mature during such period.

“**Debt Service Fund**” shall mean the Series 2017 Sales Tax Revenue and Refunding Bonds Debt Service Fund created and established in Article VI hereof.

“**Defeasance Obligations**” shall mean

- (a) Cash, or
- (b) Government Securities, or
- (c) Evidences of ownership of proportionate interests in future interest and principal payments of Government Securities. Investments in such proportionate interests must be limited to circumstances wherein (i) a bank or trust company acts as custodian and holds the underlying Government Securities; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Government Securities; and (iii) the underlying Government Securities are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

“**Escrow Agent**” shall mean Regions Bank, Baton Rouge, Louisiana.

“**Executive Officers**” shall mean, collectively, the Mayor and the Clerk of the Issuer.

“**Municipal Advisor**” shall mean Government Consultants, Inc. Baton Rouge, Louisiana.

“**Fiscal Year**” shall mean the one-year period commencing on July 1 of each year, or such other one year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

“**Governing Authority**” shall mean the Mayor and City Council of the Issuer.

“**Government Securities**” shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

“**Interest Payment Date**” shall mean each July 1 and January 1, or if any July 1 or January 1 is not a Business Day, to the next succeeding Business Day, commencing January 1, 2018.

“**Issuance Date**” shall mean the date the Bonds are delivered to the purchaser(s) thereof.

“**Issuer**” or “**City**” shall mean the City of Monroe, Louisiana.

“**Net Revenues**” shall mean the Tax Revenues after payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.

“**Outstanding Parity Bonds**” shall mean the Issuer’s outstanding (i) Sales Tax Refunding Bonds, Series 2011, in the original principal amount of \$9,580,000 (ii) Sales Tax Refunding Bonds, Series 2011A, in the original principal amount of \$14,690,000 (iii) Sales Tax Refunding Bonds, Series 2012, in the original principal amount of \$16,860,000 and (iv) Subordinated Sales Tax Refunding Bonds, Series 2012A, in the original principal amount of \$32,000,000.

“**Placement Agent**” shall mean Stifel, Nicolaus & Company, Inc.

“**Person**” shall mean any individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“**Principal Payment Date**” shall mean July 1 of each year, commencing July 1, 2018.

“**Prior Bonds**” shall mean the Issuer’s outstanding Sales Tax Revenue Bonds, Series 2007, issued in the original principal amount of Twenty-Nine Million Three Hundred Forty Thousand Dollars (\$29,340,000).

“**Prior Bond Ordinances**” shall mean the Ordinance adopted by the City Council on June 26, 2001, as supplemented and amended by Ordinance numbers 10191, 10238, 10251, 11288, and 11309.

“**Prior Bond Purchaser**” shall mean Capital One Public Funding, LLC.

"Proceeds" or "**Bond Proceeds**" shall mean the revenues derived by the City from the sale of the Bonds.

"**Proceeds Fund**" shall mean the Series 2017 Sales Tax Revenue and Refunding Bonds Proceeds Fund created and established in Article V hereof.

"**Purchaser**" shall mean with respect to the Bonds, JP Morgan Chase, N.A. (or any designated affiliate entity thereof), the initial purchaser of the Bonds from the Issuer.

"**Qualified Investments**" means the following, provided that the same are at the time legal for investment of the Issuer's funds:

- (a) Government Securities, including obligations of any of the Federal agencies set forth in clause (ii) below to the extent unconditionally guaranteed by the United States of America, and CATS, TIGRS and/or STRIPS;
- (b) direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Corporation; guaranteed Title XI financings of the U.S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; and participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation (collectively, "Agency Obligations");
- (c) certificates of deposit, savings accounts, deposit accounts or money market deposits of any bank or trust company organized under the laws of the State or any national banking association having its principal office in the State which has a combined capital surplus and undivided profit of not less than three million dollars (\$3,000,000) (including the Paying Agent) which are fully insured by the Federal Deposit Insurance Corporation or fully collateralized in the manner provided by Louisiana law;
- (d) general obligation bonds or other direct obligations of any state or a political subdivision or public corporation of any state, the interest on which is exempt from federal income taxes, provided that such bonds are rated at the time the investment is made by Moody's Investors Service and Standard & Poor's Corporation in one of the two highest rating categories; and
- (e) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating of S&P of AAAm-G; AAAm; or AAm.

“**Record Date**” shall mean, with respect to an Interest Payment Date and Principal Payment Date, the close of business on the fifteenth day of the calendar month next preceding such respective Interest Payment Date or Principal Payment Date.

“**Redemption Price**” shall mean, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to this Bond Ordinance.

“**Sales Tax Fund**” shall mean the 2001 Sales Tax Bond Fund created by Section 10 of the Prior Bond Ordinances and referenced in Section 6.1 hereof.

“**State**” shall mean the State of Louisiana.

“**Tax**” shall mean the one percent (1%) sales and use tax approved by the voters of the City on November 8, 1994 and May 5, 2001.

“**Tax Revenues**” shall mean all revenues to be derived by the Issuer from the Tax, including earnings thereon while such funds are on deposit in the Sales Tax Fund.

SECTION 1.2. Interpretation. In this Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II INTERPRETATION AND GENERAL ENLARGEMENT

SECTION 2.1. Interpretation. In this Bond Ordinance, unless the context otherwise requires:

- (a) Articles, sections and paragraphs referred to by number shall mean the corresponding Articles, sections and paragraphs of this Bond Ordinance.
- (b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.
- (c) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Bond Ordinance, refer to this Bond Ordinance or sections or paragraphs of this Bond Ordinance and the term “hereafter” means any date after the date of adoption of this Bond Ordinance.

**ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS**

SECTION 3.1. Authorization of Bonds. Pursuant to the provisions of this Bond Ordinance and the Act and other constitutional and statutory authority, there is hereby authorized the issuance of the Bonds to be designated (a) “Sales Tax Revenue and Refunding Bonds, Series 2017” of the Issuer, in an aggregate principal amount not to exceed Nineteen Million Dollars (\$19,000,000), maturing July 1, 2026, and bearing interest at a rate or rates as described in Exhibit “B” hereto, for the purposes of (i) refunding the remaining maturities of the Issuer’s outstanding Sales Tax Revenue Bonds, Series 2007, issued in the original principal amount of Twenty-Nine Million Three Hundred Forty Thousand Dollars (\$29,340,000) (the “**Prior Bonds**”); (ii) terminating the swap associated with the Prior Bonds and paying the termination payment and such other fees as may be required by the associated swap facility (the “**Swap**”); and (iii) paying the costs of issuance of the Bonds.

The Bonds shall bear interest at a rate of _____ % per centum per annum. [Note: Rate shall not exceed 2.1%.]

The Bonds will be issued on parity as to security and source of payment with the Outstanding Parity Bonds. This Bond Ordinance provides for and creates a continuing lien to secure the full and final payment of the principal of or redemption price and interest on all Bonds.

The Bonds shall not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory provision relating to the incurring of indebtedness, and each Bond shall contain a recital to that effect.

SECTION 3.2. Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by Purchaser, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Purchaser of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Purchaser from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Ordinance.

SECTION 3.3. Pledge Effected by this Bond Ordinance. There are hereby irrevocably and irrepealably pledged and dedicated in an amount sufficient for the payment of the Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes herein set forth, the Tax Revenues, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax. It is the intention of the Issuer that, to the fullest extent permitted by law, including, but not limited to the Act, this pledge shall be valid and binding from the time when it is made, that the Tax Revenues so pledged and then or thereafter received by the Issuer shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual provisions herein contained shall have priority over any or all other obligations and liabilities of the Issuer, with

the exception only of the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, and that this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof. Said Tax Revenues shall be set aside in the Sales Tax Fund and shall be and remain pledged for the security and payment of the Bonds in principal and interest, and for all other payments provided for in, or contemplated by, this Bond Ordinance until the Bonds shall have been fully paid and discharged.

The Issuer, by proper ordinances, hereby obligates itself to continue to impose and collect the Tax, and further obligates itself not to discontinue or decrease or permit to be discontinued or decreased such Tax in anticipation of the collection of which the Bonds are to be issued, nor in any way make any change which would diminish the amount of the Tax Revenues to be received by the Issuer until all of the Bonds payable therefrom are satisfied and fully discharged.

SECTION 3.4. Form of Bonds. The Bonds shall be in substantially the form set forth in **Exhibit "A"** hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance as well as any changes required by Bond Counsel.

SECTION 3.5. Method and Place of Payment. The principal and interest on the Bonds shall be payable in lawful money of the United States of America. Such amounts shall be paid by the City on the applicable Payment Dates, by check mailed by the City to the Purchaser on the applicable Record Date at their addresses as they appear as of the close of business on the applicable Record Date on the books kept by the City.

SECTION 3.6. Issuance of Refunding and Additional Parity Bonds. The Issuer shall issue no other refunding bonds or Additional Parity Bonds of any kind or nature payable from or enjoying a lien on the sales tax revenues having priority over or parity with the Bonds except that Additional Parity Bonds may hereafter be issued on a parity basis with the Bonds under the following conditions:

(a) The Bonds herein authorized or any part thereof, including the interest thereon, may be refunded, and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the bonds which is not refunded. If there be any and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the bonds refunded; provided, however, that if only a portion of the bonds outstanding is so refunded and the refunding bonds require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the bonds refunded thereby, then such bonds may not be refunded without the consent of the Owner of the unrefunded portion of the bonds issued hereunder (provided such consent shall not be required if such refunding bonds meet the requirements set forth in subsection (b) of this Section).

(b) Additional Parity Bonds may be issued on and enjoy a full and complete parity with the Bonds with respect to the Net Revenues, provided that the anticipated Net Revenues in the year in which the Additional Parity Bonds are to be issued, as reflected in the budget adopted by the

Governing Authority, must be at least 1.25 times the combined principal and interest requirements for any calendar year on the Bonds, any previously issued Additional Parity Bonds, any Outstanding Parity Bonds, and the Additional Parity Bonds, the issuance for which the calculation is being made.

(c) Junior and subordinate bonds may be issued without restriction.

(d) The Issuer must be in full compliance with all covenants and undertakings in connection with the Bonds and there must be no delinquencies in payments required to be made in connection therewith.

The Issuer represents covenants and agrees that, upon issuance of the Bonds, there shall be no other obligations of the Issuer having a lien on Tax Revenues senior in right or priority of payment to the rights and priorities benefiting the Bonds. The Issuer shall not hereafter issue any bonds having a lien prior to the lien benefiting the Bonds and shall take no action that would impair the rights of holder of Bonds to the Tax Revenues and any other security pledged hereunder, except as provided in Section 3.6 hereof, and shall use its best efforts to protect and effectuate the pledge contained in Section 3.3 of this Bond Ordinance.

SECTION 3.7. Execution of the Bonds.

(a) Unless otherwise prescribed by any amendment of or supplement to this Bond Ordinance, the Bonds shall be executed in the name of and on behalf of the Issuer by the Authorized Officers and the seal of the Issuer shall be impressed or reproduced thereon. Such officers may employ facsimiles of their signatures.

(b) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signatures or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

SECTION 3.8. Security for Payment of Bonds. The Bonds shall be payable from, and shall be secured by a pledge of, and a lien upon, the Net Revenues. The Bonds are being issued, and secured, on parity with the Outstanding Parity Bonds.

SECTION 3.9 Regularity of Proceedings. The Governing Authority, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

“It is certified that this bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.”

SECTION 3.10 Authorization of Swap Termination. The Governing Authority does hereby authorize and approve (a) termination of the Swap, (b) paying the Purchaser the Swap termination payment, and (c) the Executive Officers taking any and all action necessary to terminate the Swap, including but not limited to, the execution of any necessary documentation as recommended and approved by Bond Counsel.

ARTICLE IV
NO REDEMPTION BEFORE MATURITY

SECTION 4.1. No Optional Redemption of Bonds.

The principal installments of this Bond are not subject to prepayment prior to their stated maturity dates.

ARTICLE V
AWARD OF BONDS / APPLICATION OF PROCEEDS

SECTION 5.1. Award of Bonds. The Bonds have been awarded to J.P. Morgan Chase, N.A. (or any designated affiliate entity thereof) pursuant to the terms set forth herein or to the Form of Bond (Exhibit “A”).

SECTION 5.2. Application of Bond Proceeds. On the Issuance Date, the purchase price of the Bonds will be paid by the Purchaser to the Issuer by delivery to the Escrow Agent. On the Issuance Date, the net proceeds of the sale of the Bonds shall be deposited into a special fund designated the “Series 2017 Sales Tax Revenue and Refunding Bonds Proceeds Fund” (the “**Proceeds Fund**”) for use by the Paying Agent for the purpose of refunding the Prior Bonds, payment with any fees associated with terminating the swap associated with the Prior Bonds, and paying the Costs of Issuance and no further authority shall be necessary for the expenditure of such funds for such purposes, the procedures for which shall be more fully described in the Paying Agent Agreement.

ARTICLE VI
FLOW OF FUNDS

SECTION 6.1. Flow of Funds. In order that the principal of and the interest on the Bonds and the Outstanding Parity Bonds will be paid in accordance with their terms and for the other objects and purposes hereinafter provided, the Issuer covenants as follows: all of the avails or proceeds derived from the levy and collection of the Tax shall continue to be deposited daily as the same may be collected in a separate and special bank account maintained with the regularly designated fiscal agent of the Issuer and designated as the “2001 Sales Tax Bond Fund” (the “**Sales Tax Fund**”). The Sales Tax Fund shall constitute a dedicated fund of the Issuer, from which appropriations and expenditures by the Issuer shall be made solely for the purposes designated in the proposition authorizing the levy of the Tax. Out of the funds on deposit in the Sales Tax Fund, the Issuer shall first pay all reasonable and necessary costs and expenses of collection and administration of the Tax. After payment of such costs and expenses, then the remaining Net Revenues shall be administered and used in the following order of priority and for the following express purposes:

(a) The “Series 2017 Sales Tax Revenue and Refunding Bonds Debt Service Fund” (the “**Debt Service Fund**”), is hereby established and to be maintained and held by the fiscal agent of the Issuer, sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds by transferring from the Sales Tax Fund to the Debt Service Fund, monthly in advance on or before

the 20th day of each month of each year, a sum equal to one-sixth (1/6) of the interest falling due on the next Interest Payment Date and one-twelfth (1/12) of the principal falling due on the next principal payment date, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due.

(b) All or any part of the moneys in the Sales Tax Fund, or the Debt Service Fund shall at the written request of the Governing Authority be invested in Qualified Investments maturing in five (5) years or less, in which event all income derived from such investments shall be added to the Sales Tax Fund, with the exception that any interest earnings from invested funds of the, if required, Reserve Fund shall be retained therein until an amount equal to the Reserve Fund Requirement is on deposit therein, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purposes for which the Sales Tax Fund has been created.

(c) Any moneys remaining in the Sales Tax Fund on the 20th day of each month in excess of all reasonable and necessary expenses of collection and administration of the Tax and after making the required payments into the Debt Service Fund for the current month and for prior months during which the required payments may not have been made, shall be considered as surplus. Such surplus may be used by the Issuer for any of the purposes for which the Tax is authorized or for the purpose of retiring Bonds in advance of their maturities, either by purchase of Bonds then outstanding at prices not greater than the then redemption prices of said Bonds, or by redeeming such Bonds the prices and in the manner set forth in this Bond Ordinance.

(d) The Purchaser hereby waives any claim to any existing reserve fund associated with the Outstanding Parity bonds or any future Additional Parity Bonds.

ARTICLE VII. MISCELLANEOUS

SECTION 7.1. Purpose of Covenants in Prior Bond Ordinances and this Bond Ordinance. Except as provided for in Section 6.1(d) above, every covenant, undertaking and agreement made on behalf of the Issuer, as set forth in the Prior Bond Ordinances and in this Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds.

SECTION 7.2. Effect of Invalidity of Provisions of this Bond Ordinance. If any section, paragraph, clause or provision of this Bond Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

SECTION 7.3. No Recourse on Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against any elected official or officer of the Issuer or any person executing the Bonds.

SECTION 7.4. Publication of this Bond Ordinance. A copy of this Bond Ordinance shall be published immediately after its adoption in one issue of the official journal of the Issuer, as soon as possible after its adoption.

SECTION 7.5. Repealing Clause. All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistencies.

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

YEAS:

NAYS:

ABSENT:

And the Bond Ordinance was declared adopted, on this, the ____ day of _____, 2017.

**CITY OF MONROE,
STATE OF LOUISIANA**

Gretchen Erzernack, Chairman

ATTEST:

Carolus S. Riley, Clerk

RETURNED APPROVED ON:

_____, 2017

James E. Mayo, Mayor

EXHIBIT "A"
FORM OF BOND

THE BONDS ARE NOT BEING REGISTERED UNDER THE SECURITIES ACT OF 1933 AND ARE NOT BEING REGISTERED OR OTHERWISE QUALIFIED FOR SALE UNDER THE "BLUE SKY" LAWS AND REGULATIONS OF ANY STATE, WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE, WILL CARRY NO RATING FROM ANY RATING SERVICE, AND WILL NOT BE READILY MARKETABLE.

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF OUACHITA

SALES TAX REVENUE AND REFUNDING BOND, SERIES 2017

**OF
CITY OF MONROE, STATE OF LOUISIANA**

Bond Number	Bond Date	Interest Rate	Principal Amount
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R-1 _____, 2017 [NTE] 2.1% [NTE]\$19,000,000

FOR VALUE RECEIVED, City of Monroe, State of Louisiana (the "City"), hereby promises to pay (but only from the sources hereinafter described) to:

REGISTERED OWNER: J.P. Morgan Chase, N.A.
_____(Address)
_____(City & State)_____

or registered assigns noted on the registration records held by the Clerk of the City (the "Clerk") in its capacity as Registrar for the Bond, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for. This Bond shall bear interest, payable semi-annually on July 1 and January 1 of each year, commencing January, 1 2018 (each, an "**Interest Payment Date**"), at the Interest Rate shown above, said interest to be calculated on the basis of a 360-day year consisting of twelve 30-day months. The principal of this Bond shall mature in ____ () installments of principal, payable annually on each June 1 as follows:

Year (July 1)	Principal Installment Due
_____	\$ _____

The principal installments of this Bond are not subject to prepayment prior to their stated maturity dates.

The City shall cause to be kept at the office of the Clerk, in the City of Monroe, State of Louisiana, a register in which registration of this Bond and of transfer of this Bond shall be made as provided herein and in the Bond Ordinance (hereinafter defined). This Bond may be transferred, registered and assigned only on such registration records of the Clerk, and such registration shall be at the expense of the City.

The principal and interest on this Bond shall be payable by check mailed to the registered owner of this Bond (determined as of the Interest Payment Date) at the address shown on the registration books kept by the Clerk for such purpose, provided that payment of the final installment of principal on this Bond shall be made only upon presentation and surrender of this Bond to the Clerk.

This Bond represents the entire issue of bonds of the City designated "Sales Tax Revenue and Refunding Bonds, Series 2017" aggregating in principal the sum of not to exceed Nineteen Million Dollars (\$19,000,000) (the "**Bonds**"), having been issued by the City pursuant to an ordinance adopted by its governing authority on August 8, 2017 (the "**Bond Ordinance**"), for the purposes of (i) refunding the remaining maturities of the Issuer's outstanding Sales Tax Revenue Bonds, Series 2007, issued in the original principal amount of Twenty-Nine Million Three Hundred Forty Thousand Dollars (\$29,340,000) (the "**Prior Bonds**"); (ii) terminating the swap associated with the Prior Bonds and paying the termination payment and such other fees as may be required by the associated swap facility; and (iii) paying the costs of issuance of the Bonds., under the authority conferred Chapters 14 and 14-A of Title 39, of the Louisiana Revised Statutes of 1950 (the "**Act**"), and other constitutional and statutory authority supplemental thereto, pursuant to all requirements therein specified.

THIS BOND CONSTITUTES A BORROWING SOLELY UPON THE CREDIT OF THE TAX REVENUES (HEREIN DEFINED) RECEIVED BY THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OR PLEDGE OF THE GENERAL CREDIT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS RELATING TO THE INCURRING OF INDEBTEDNESS.

This Bond is secured and payable solely from and secured by an irrevocable pledge and dedication in an amount sufficient for the payment of the Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes herein set forth, of the revenues to be derived by the City from the one percent (1%) sales and use tax approved by the voters of the City on November 8, 1994 and May 5, 2001 (the "**Tax**"), including earnings thereon while such funds are on deposit in the 2001 Sales Tax Bond Fund (the "**Sales Tax Bond Fund**") created by Section 10 of the ordinance adopted by the city council of the Issuer on June 26, 2001, as amended by ordinance numbers 10191, 10238, 10251, 11288, and 11309, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax (collectively, the "**Tax Revenues**"). It is the intention of the Issuer that, to the fullest extent permitted by law, including, but not limited to the Act, this pledge shall be valid and binding from the time when it is made, that the Tax Revenues and then or thereafter received by the Issuer shall immediately be subject to the lien of such pledge without any physical delivery or further act, and that the lien of such pledge and the obligation to perform the contractual provisions herein contained shall have priority over any or all other obligations and liabilities of the City, with respect to the Tax Revenues, with the exception only of the payment of the reasonable and necessary costs and expenses of collecting and

administering the Tax, and that this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer, irrespective of whether such parties have notice thereof. Said Tax Revenues shall be set aside in the Sales Tax Fund and shall be and remain pledged for the security and payment of the Bonds in principal and interest, and for all other payments provided for in, or contemplated by, this Bond Ordinance until the Bonds shall have been fully paid and discharged.

The Bonds are being issued, and secured, on parity with the Outstanding Parity Bonds.

The City, through its governing authority, is obligated to continue to levy and collect the Tax for the full period of its authorization and is further obligated not to discontinue or decrease or permit to be discontinued or decreased the Tax, nor in any way make any change in the allocation and dedication of the proceeds of the Tax which would diminish the amount of the Tax Revenues to be received by the City until all of the Bonds have been paid as to both principal and interest, except as required by law.

For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, and the conditions under which additional bonds may be issued on a parity with this Bond, reference is hereby made to the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Clerk.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of the Bonds necessary to constitute the same legal, binding and valid obligations of the City have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the City, including the Bonds, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that the Bonds shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

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IN WITNESS WHEREOF, we, the Mayor and the Clerk of the City of Monroe, State of Louisiana, have caused this Bond to be executed in its name by our signatures, and the corporate seal of said City to be imprinted hereon.

**CITY OF MONROE,
STATE OF LOUISIANA**

Carolus S. Riley, Clerk

James E. Mayo, Mayor

(SEAL)

CERTIFICATE OF REGISTRATION

This Bond is the Bond referred to in the within mentioned Bond Ordinance.

By: _____
Carolus S. Riley, Clerk of the City of Monroe

Registration Date: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney or agent to transfer the within bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

LEGAL OPINION CERTIFICATE

I, the undersigned Clerk of the City of Monroe, the governing authority of the City of Monroe, State of Louisiana, do hereby certify that the attached is a true copy of the complete legal opinion of Boles, Shafto, & Leonard, LLC, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to J.P. Morgan Chase, N.A., representing the original purchasers thereof. I further certify that an executed copy of the above legal opinion is on file in my office.

Carolus S. Riley, Clerk

**STATE OF LOUISIANA
PARISH OF OUACHITA**

I, the undersigned Clerk of the City Council (the “Governing Authority”), the governing authority of the City of Monroe, State of Louisiana (the “Issuer”), do hereby certify that the foregoing pages constitute a true and correct copy of:

AN ORDINANCE AUTHORIZING ISSUANCE, SALE AND DELIVERY OF NOT EXCEEDING NINETEEN MILLION DOLLARS (\$19,000,000) OF SALES TAX REVENUE AND REFUNDING BONDS, SERIES 2017, OF THE CITY OF MONROE, STATE OF LOUISIANA, ALL IN THE MANNER PROVIDED FOR BY CHAPTERS 14 AND 14-A OF TITLE 39 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED, AND OTHER CONSTITUTIONAL AND STATUTORY AUTHORITY SUPPLEMENTAL THERETO; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the City of Monroe, Louisiana, on this, the ____ day of ____, 2017.

Carolus S. Riley, Clerk

(SEAL)




PLANNING AND URBAN DEVELOPMENT DEPARTMENT

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

PLANNING & ZONING

Division

MEMO

TO: Mr. Chris Fisher, PUD Director
FROM: Mrs. Joanne Poret, Planning Director 
DATE: July 11, 2017
SUBJECT: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the July 25, 2017 meeting.

Ordinance

Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107 Permanent Signs, and Table 7.1 Signage Standards. **City of Monroe - TAM 102-17 (PUD/P & Z Division)**

Resolutions

A resolution appointing Tharris O. Bishop to the Board of Adjustments of the City of Monroe, and further providing with respect thereto. **(PUD/P&Z Division)**

A resolution reappointing Dr. Timothy Mickel to the Heritage Preservation Commission of the City of Monroe, and further providing with respect thereto. **(PUD/P&Z Division)**

A resolution appointing Tommy Usrey to the Monroe Planning Commission of the City of Monroe, and further providing with respect thereto. **(PUD/P&Z Division)**

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

FILENAME: CAG 07/25/2017

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 37, Zoning, of the Code of the City of Monroe, Article VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107, Permanent Signs, and Table 7.1 Signage Standards.

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 VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107, Permanent Signs, and Table 7.1 Signage Standards.

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

ARTICLE VII. SIGN REGULATIONS SECTION 37-103 Sign Permit Required

- (a) Unless specifically permitted as exempt sign by this article, all signs shall require a sign permit ~~in accordance with subsection 37-130 (k) (sign permit) of this ordinance.~~
- (b) A Certificate of Occupancy ONLY is required to erect a monument sign, unless lighted, and then an electrical permit is also required. Freestanding signs require Certificate of Occupancy in addition to the sign permit and electrical permit, if applicable.
- (c) The following activities are exempt for sign permit requirements:

~~28. Lost dog signs may be placed upon public property for up to three (3) days, and these signs must be removed after the third day.~~

Section 37-107 Permanent Signs

The following permanent signs in all districts require a sign permit (freestanding and monument signs also require a Certificate of Occupancy) and are subject to the requirements of this Article.

B. NON-RESIDENTIAL DISTRICTS

- (a) Signs are allowed on each dedicated street right-of-way frontage on corner lots. Parking lots and private drives are not dedicated street right-of-ways.
- (b) More than one (1) wall sign may be erected provided the total square footage allowed is not exceeded,
- (c) Only one (1) freestanding sign (including monument signs) is allowed per dedicated street right-of-way frontage.

TABLE 7.1: SIGNAGE STANDARDS					
SIGN CLASSIFICATION BY ZONING DISTRICT	MAXIMUM AREA IN SF	MIN SETBACK IN FEET ⁶	MAX HEIGHT IN FEET	TOTAL ALLOWED	D
R-1, R-2, R-3, R-4, RMH, B-1					
Freestanding ²	50 ¹	10	10	1	1
Monument sign	50 ¹	10	6	1	1
Attached ³	50 ¹	N/A	N/A	1	1
CBD, RF, C					
Freestanding ⁴	1.5 sf/linear foot of street frontage	10	35	1	1
Monument sign	1.5 sf/linear foot of street frontage	10	6	1	1
Attached	1.5 sf/linear foot of building frontage	N/A	N/A	# of signs cannot exceed total sf allowed	
B-2, B-3, B-4, I-1 and I-2					
Freestanding ⁴	1.5 sf/linear foot of street frontage	10	35	1	1
Monument sign	1.5 sf/linear foot of street frontage	10	6	1	1
Attached	1.5 sf/linear foot of building frontage	N/A	N/A	N/A	N/A
Corridor Design Standards may apply: See Section 37-81 of this Ordinance for additional requirements Louisville Corridor (Ouachita River to N 10 th St.): Sign Setbacks to be determined by the Planning and Zoning Division					
1. The total area of all on premise signs at any particular location shall not exceed fifty (50) square feet.					
2. Nonresidential use, monument sign only.					
3. Nonresidential use.					
4. When facing land that is residentially zoned or used, limited to a monument sign only.					
5. Freestanding and monument signs setbacks to be determined by the Planning & Zoning Division, if applicable.					
6. Setback is measured from the leading edge of the sign.					

ORDINANCE INTRODUCED on the _____ day of _____, 2017.
 NOTICE PUBLISHED on the _____ day of _____, 2017.

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 _____, 2017.

CHAIRMAN _____

CITY CLERK _____

MAYOR'S APPROVAL _____

MAYOR'S VETO _____



CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Chris Fisher, PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

JULY 10, 2017 CITY HALL MONROE, LOUISIANA

RE: TAM 102-17

**APPLICANT: City of Monroe
(Planning & Zoning Division)**

MOTIONED BY: Mr. Cedrick Hemphill

SECONDED BY: Mr. Joff Delcambre

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area **are** sufficient to justify the request an ordinance amending Chapter 37, Zoning, Article VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107, Permanent Signs; and Table 7.1 Signage Standards; repealing all ordinances in conflict herewith respect thereto and recommends the application be approved.

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

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

**City of Monroe
Planning Commission**

CASE NO.: TAM 102-17
NAME OF APPLICANT: CITY OF MONROE
ADDRESS OF PROPERTY: N/A
COUNCIL DISTRICT: N/A

Request: Amendments to Chapter 37, Zoning, A request to **AMEND** Chapter 37, Zoning, Article VII, Sign Regulations, Section 37-103, Sign Permit Required; Section 37-107 Permanent Signs, and Table 7.1 Signage Standards.

Adverse Influences:

Positive Influences: Clarifying the regulations for on premise signage.

**Comments/
Recommendations:**

This is a request to **AMEND** Chapter 37, Zoning, Article VII, Sign Regulations, Section 37-103 Sign Permit Required, Section 37-107 Permanent Signs, and Table 7.1, Signage Standards. This is an effort to clarify some of the regulations within the Sign Ordinance

There has been some confusion as to whether or not a monument sign would require a sign permit in addition to a Certificate of Occupancy. It was decided that both monument signs and freestanding or pole signs would require a Certificate of Occupancy but only a freestanding or pole sign would require both a Certificate of Occupancy and a sign permit.

The location of wall signs on buildings needed to be clarified. The intent of the Ordinance was for wall signs to face PUBLIC right-of-ways or streets and not drives or the interior of parking lots.

The table that denoted sign standards was missing a header with the CBD, RF and C zoning districts

Options:

Approve the text amendment as presented.

Amend and approve the text amendment.

Deny the text amendment.

AMEND:

**ARTICLE VII. SIGN REGULATIONS
SECTION 37-103. Sign Permit Required**

- (a) Unless specifically permitted as exempt sign by this article, all signs shall require a sign permit in accordance with subsection 37-130 (k) (sign permit) of this ordinance.
- (b) A Certificate of Occupancy ONLY is required to erect a monument sign, unless lighted, and then an electrical permit is also required. Freestanding signs require a Certificate of Occupancy in addition to the sign permit and electrical permit (if applicable).
- (c) ~~28. Lost dog signs may be placed upon public property for up to three (3) days, and these signs must be removed after the third day.~~

SECTION 37-107 Permanent Signs

The following permanent signs in all districts require a sign permit freestanding and monument signs also require a Certificate of Occupancy and are subject to the requirements of this Article

B. NON-RESIDENTIAL DISTRICTS

- (a) Signs are allowed on each dedicated street right-of-way frontage on corner lots. Parking lots and private drives or not dedicated street right-of-ways.
- (b) More than one (1) wall sign may be erected provided the total square footage allowed in not exceeded.
- (c) Only one (1) freestanding sign (including monument signs) is allowed per dedicated street right-of-way frontage.

TABLE 7.1: SIGNAGE STANDARDS					
SIGN CLASSIFICATION BY ZONING DISTRICT	MAXIMUM AREA IN SF	MIN SETBACK IN FEET ⁶	MAX HEIGHT IN FEET	TOTAL ALLOWED	
R-1, R-2, R-3, R-4, RMH, B-1					
Freestanding ²	50 ¹	10	10	1	1
Monument sign	50 ¹	10	6	1	1
Attached ³	50 ¹	N/A	N/A	1	1
<i>CBD, RF, C</i>					
Freestanding ⁴	1.5 sf/linear foot of street frontage	10	35	1	1
Monument sign	1.5 sf/linear foot of street	10	6	1	1

	frontage		# of signs cannot exceed total sf allowed
Attached B-2, B-3, B-4, I-1 and I-2	1.5 sf/linear foot of building frontage	N/A	N/A
Freestanding ⁴	1.5 sf/linear foot of street frontage	10	35
Monument sign	1.5 sf/linear foot of street frontage	10	6
Attached	1.5 sf/linear foot of building frontage	N/A	N/A
Corridor Design Standards may apply: See Section 37-81 of this Ordinance for additional requirements Louisville Corridor (Ouachita River to N 10th St.): Sign Setbacks to be determined by the Planning and Zoning Division			
<ol style="list-style-type: none"> 1. The total area of all on premise signs at any particular location shall not exceed fifty (50) square feet. 2. Nonresidential use, monument sign only. 3. Nonresidential use. 4. When facing land that is residentially zoned or used, limited to a monument sign only. 5. Freestanding and monument signs setbacks to be determined by the Planning & Zoning Division, if applicable. 6. Setback is measured from the leading edge of the sign. 			

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION APPOINTING REVEREND THARRIS O. BISHOP TO THE BOARD OF
ADJUSTMENT OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT
THERE TO.**

WHEREAS, Reverend Tharris O. Bishop, 1602 S. 8th Street, has indicated a willingness
to serve on the Board of Adjustment of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe,
Louisiana, in legal session convened, that Reverend Tharris O. Bishop, be, and is hereby,
appointed as a member of the Board of Adjustment of the City of Monroe for a five-year term,
beginning July, 2017 and ending July, 2022.

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 25th day of July, 2017.

CHAIRMAN

CITY CLERK

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

**A RESOLUTION REAPPOINTING DR. TIMOTHY MICKEL TO THE HERITAGE
PRESERVATION COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING
WITH RESPECT THERETO.**

WHEREAS, Dr. Timothy Mickel, 1404 Emerson Avenue, has indicated a willingness to
continue serving on the Heritage Preservation Commission of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe,
Louisiana, in legal session convened, that, be, and is hereby, reappointed as a member of the
Heritage Preservation Commission of the City of Monroe for a four-year term, beginning July,
2017 and ending July, 2021.

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 25th day of July, 2017

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**A RESOLUTION REAPPOINTING TOMMY USREY TO THE MONROE PLANNING
COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT
THERE TO.**

WHEREAS, Tommy Usrey, 2500 Marlin Court, has indicated a willingness to continue
serving on the Monroe Planning Commission of the City of Monroe,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe,
Louisiana, in legal session convened, that, be, and is hereby, reappointed as a member of the
Monroe Planning Commission of the City of Monroe for a five-year term, beginning July, 2017
and ending July, 2022.

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 25th day of July,
2017.**

CHAIRMAN

CITY CLERK

ORDINANCE

STATE OF LOUISIANA
PARISH OF OUACHITA

NO. _____

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

AN ORDINANCE AUTHORIZING JAMES MAYO, MAYOR, TO ENTER INTO AND EXECUTE A
LEASE AGREEMENT BETWEEN THE CITY OF MONROE AND GRANNY'S FAMILY
RESTAURANT INC. AT THE AIRPORT, FOR CERTAIN PROPERTY LOCATED AT THE MONROE
REGIONAL AIRPORT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT ORDAINED, by the City Council of the City of Momroe, in legal session convened, that James
Mayo, Mayor, be and he is hereby authorized and empowered, for and on behalf of the City of Monroe,
Louisiana, to enter into and execute a Lease Agreement between the City of Monroe and Granny's Family
Restaurant Inc, at the Airport, a copy of said Lease Agreement setting forth the terms and conditions thereof,
being annexed hereto and made a part hereof.

THIS ORDINANCE WAS INTRODUCED on the _____ day of _____, 2017.

NOTICE PUBLISHED on the _____ day of _____, 2017.

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 _____,
2017.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

CONTRACT AND LEASE AGREEMENT

This Contract and Lease Agreement (hereinafter referred to as this “Agreement”) was entered into on _____, 2017, between **CITY OF MONROE**, a municipal corporation organized under the laws of the State of Louisiana, whose mailing address is **400 LEA JOYNER EXPRESSWAY, MONROE, LOUISIANA 71201** (hereinafter referred to as “City”), represented hereby by James E. Mayo, Mayor, duly authorized to act herein by virtue of Ordinance No. _____ of the Monroe City Council adopted on _____, 2017, a copy of which is attached hereto and made a part hereby, and **GRANNY’S FAMILY RESTAURANT , 1713 EAST MADISON, BASTROP, LA. 71220** (hereinafter referred to as “Lessee”), represented hereby **CAROL CRIMES**, who declare and acknowledge that they do by their presents enter into and execute this Agreement under the terms, conditions and stipulations hereinafter set forth:

ARTICLE 1: LEASED PREMISES

City does hereby lease and let unto Lessee the following described property which is located at the Monroe Regional Airport Terminal Security Building “B” at 5400 Operations Road, Monroe, Ouachita Parish, Louisiana 71203, hereinafter referred to as the “Restaurant Space”:

The existing restaurant area located on the first (1st) floor of the Monroe Regional Airport Terminal Main Building and designated as the “Restaurant.”

Lessee shall have the exclusive right to use the premises as described hereinabove, which rights shall be subordinate to all rules and regulations of the Monroe Regional Airport, the City of Monroe, Louisiana, the Federal Aviation Administration and any other State or Federal Agencies having jurisdiction therein, as they now exist and as they may be amended or modified from time to time.

ARTICLE 2: GENERAL DESCRIPTION AND CONCESSION

Lessee shall have the exclusive right to operate a Restaurant in the leased premises at both counter service and table service.

Lessee shall also have the right, but not the exclusive right, to sell any and all types of food usually served and/or distributed in commercial restaurants.

In the event of a conflict between Lessee and any other concessionaire at the Airport as to items and merchandise to be sold by the respective concessionaires or lessees, Lessee herein agrees that the Airport Director shall make the final decision as to which items of merchandise may be sold and agree to be bound by the decision of the Airport Director.

ARTICLE 3: SERVICES TO BE PERFORMED BY LESSEE

A. HOURS OF OPERATION

Lessee shall serve to the public in the restaurant facilities herein described with the hours subject to change based upon mutual consent of the Lessee and the Airport Director, Monday through Sunday.

B. TYPE OF OPERATION

Lessee shall maintain and operate the Restaurant in a first class manner and shall keep the leased premises in a safe, clean, orderly and inviting condition at all times satisfactory to

the Airport Director.

C. PERSONNEL

Lessee shall at all times retain active, qualified, competent and experienced personnel who shall be clean, courteous, efficient and neat in appearance at all times.

Lessee shall not employ any person or persons in or about the leased premises who shall use improper language or in a loud and boisterous manner or otherwise improper manner. Lessee agrees to terminate the services of any employee whose conduct is detrimental to the interests of the Airport as determined by the Airport Director.

D. LAWS, ORDINANCES, RULES AND REGULATIONS

Lessee shall observe and obey all laws, ordinances, rules and regulations of the Federal, State, Parish and City governments which are applicable to the operations herein described.

E. TRASH, GARBAGE, ETC.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposing (away from the Airport) of all trash, garbage and other refuse caused as a result of its operations. Garbage and trash costs shall be paid by Lessee. Lessee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the operations on the leased premises. Any substitutions as to the receptacles described herein must be approved in writing by the Airport Director prior to their use on the leased premises.

F. RESTAURANT OPERATIONS

Lessee shall bear at Lessee's own expense, all costs of operating the Restaurant and shall pay in addition to the rental, all other costs connected with the use of the premises, facilities, rights and privileges herein granted, including but not limited to, the general maintenance (except building structure, outside walls, roof and utilities), insurance, taxes, janitor service and supplies.

Lessee shall be responsible for and shall bear all costs for damage to the building structure, outside walls, windows and roofs caused or due to the operations of Lessee hereunder.

Lessee shall obtain and pay all permits and licenses required by law.

G. PUBLIC ADDRESS SYSTEM

Lessee shall permit the installation, replacement and maintenance in, on or about the leased premises of a public address system and the reception of flight announcements and other information broadcasts over said system in the leased premises.

ARTICLE 4: SERVICES TO BE PERFORMED BY CITY

A. MAINTENANCE

City shall be responsible and shall bear all costs for general maintenance of the building structure, outside walls, windows and roof; and for any damage to the building structure, outside walls, windows and roof due to normal wear and tear and to natural causes.

B. UTILITY CHARGE

No separate utility meter will be provided. It is agreed that the City shall provide and pay for all utility services including electrical, gas, water and air conditioning, but excluding garbage and trash collection.

ARTICLE 5: TERM

The term of this Agreement shall be for a period of one (1) year commencing on _____, 2017 and terminating on _____, 2018.

Lessee shall have two (2) two-year options to extend the term of the lease under the same terms, conditions and stipulations herein.

Said options shall be exercised by notifying the City through the Airport Director in writing of the intent to exercise the option thirty (30) days prior to the end of the then current term.

ARTICLE 6: CONSIDERATION

During the term of this Agreement and any extensions thereof, Lessee shall pay to the City as indicated based on the breakdown below or NINE PERCENT (9%) of the gross monthly receipts, whichever is greater, to be paid as follows:

- The consideration for which the initial one year lease is made and accepted in the sum of \$2,400.00 and stipulated as indicated below.
- The consideration for the first six (6) months is made and accepted in the sum of \$600.00. This consideration equals to \$100.00 monthly.
- The consideration for the second six (6) months is made and accepted in the sum of \$1,800.00. This consideration equals to \$300.00 monthly.
- The consideration for years two (2) and three (3) is made and accepted in the sum of \$14,400.00. The annual for years two (2) and three (3) consideration equals to \$600.00 monthly.

A. All amounts due under this Agreement shall be due and payable on or before the fifteenth (15th) day of the following month;

B. Lessee shall, with respect to the business done by them in or on the leased premises, keep true and accurate records, accounts, books and data which shall among other things include all sales made and services performed for cash, on credit or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all sales and services, and all of the Lessee's business done upon the leased premises.

C. The term gross receipts as used herein shall be construed to mean for all purposes herein the aggregate amount of all sales made or services performed for cash, on credit or otherwise of every kind, name and nature, regardless of when or whether paid for or not.

D. Lessee shall on or before the fifteenth (15th) day of each and every month during the term of this Agreement, and all extension thereof, submit to the Airport Director a detailed statement showing the gross receipts from the operations on the leased premises for the preceding calendar month. These statements shall show such reasonable detail and breakdown as may be required by the Airport Director. Such statement shall be accompanied by Lessee's

payment for the rental due thereunder.

ARTICLE 7: TERMINATION

This Agreement shall terminate upon the occurrence of any one or more of the following events:

- A. The expiration of the final option set forth herein;
- B. The expiration of the term or any optional term (other than the final option term) set forth herein in which notice to extend as set forth herein has not been properly given;
- C. The failure of Lessee to pay the consideration as set forth herein;
- D. The default of either City or Lessee of any covenant or agreement herein required to be performed by said party and the failure of said party to remedy said default within thirty (30) days after receipt of notice of said default;
- E. The permanent abandonment of the Airport as an air terminal;
- F. The lawful assumption by the United States or authorized agencies thereof of the operation, control, or use of the Airport or any substantial part thereof for a period of at least ninety (90) days which substantially restricts the operation by Lessee;

ARTICLE 8: ALTERATIONS AND IMPROVEMENTS

All alterations, improvements and repairs in or to the leased premises of any kind, nature and description, not otherwise specifically set forth herein, are to be made at the expense of Lessee. All such alterations and improvements shall be submitted to the Airport Director for his written approval prior to the commencement of work. All permanent improvements made to the leased premises shall become and form a part of the property of City.

ARTICLE 9: INDEMNITY

Lessee does hereby covenant and agree to indemnify and hold the City harmless for all fines, suit, claims, demands, actions and damages, including attorney's fees and any defense costs incurred by City, of any and every kind and nature by reason or any and all of their operations hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising out of their operations on the leased premises.

ARTICLE 10: INSURANCE

A. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, at its sole cost and expense, a public liability insurance policy, with an insurance company licensed to do business in the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises, including premises operations liability, products liability, liquor liability, contractual liability, vehicle liability and personal injury liability, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per incident, which names the City, its agents, officers and employees as named insured therein.

B. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, a Workman's Compensation insurance policy, meeting all requirements of the laws of the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises.

C. Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, an insurance policy, providing for the bonding of any lien or privilege that may be filed against the City of Monroe, the Monroe Regional Airport or any property or assets of the City of Monroe or of the Monroe Regional Airport by laborers, suppliers or materials, suppliers of services or suppliers of equipment for use in the fulfillment of this Agreement which specifically includes the operations to be conducted with respect to the leased premises.

D. Lessee covenants and agrees to promptly notify the City of any change or notice of cancellation of any policy and/or surety required herein or the pending expiration thereof.

If for any reason, such policy or surety expired or is terminated, and as a result thereof, comparable insurance coverage or surety naming the City, its agents, and its employees as insured is not in force and effect, the City shall have the right to terminate this Agreement, effective immediately upon notice to the City.

ARTICLE 11: INSPECTION

City shall have the right to inspect the premises leased herein at all reasonable hours for the purpose of examining and inspecting the premises for purposes necessary, incidental to, or connected with the performance of any obligations incurred herein by either party or in the exercise of its governmental functions.

ARTICLE 12: INGRESS AND EGRESS

Subject to regulations governing the use of the Airport, Lessee, its employees, agents, patrons and invitees and its suppliers of services and materials shall have the right of ingress and egress to the leased premises.

ARTICLE 13: ASSIGNMENT

Lessee shall not have the right to assign, transfer, sublease, pledge, hypothecate, surrender, mortgage, or otherwise encumber or dispose of this Agreement or any portion of the same without the prior written consent of City.

ARTICLE 14: SIGNS

Lessee shall have the right to install, maintain and operate appropriate signs in the terminal building to advertise the Lounge, provided, however, that no sign shall be installed, maintained or operated without having first obtained the written consent and approval of the Airport Director, who shall have final approval over the location, number of signs and style of signs to be utilized.

ARTICLE 15: HOLDING OVER

In the event Lessee shall hold over or occupy the premises after the expiration of this Agreement, such action shall not be deemed a re-conduction or renewal of this Agreement, but shall only create a month-to-month tenancy, which may be terminated at any time by the City.

ARTICLE 16: NON-WAIVER

Any waiver of any breach of covenants herein contained shall not be deemed or considered to be a continuing waiver and shall not operate to stop or prevent either party from declaring or asserting any succeeding breach of the same or different covenants herein.

ARTICLE 17: AUDIT AND INSPECTION OF RECORDS

Lessee shall permit the authorized representative of the City to inspect and audit all data and records of Lessee relating to its performance under this Agreement. To the extent that Federal and/or State funds may be involved, the right to inspection and audit shall extend to authorized representatives of the applicable Federal and/or State agencies involved.

ARTICLE 18: INDEPENDENT CONTRACTOR

Lessee is an independent contractor, and retains the right and responsibility of exercising full control and supervision over its employees, their compensation and discharge, and agrees to be solely responsible for all matters relating to the administration and payment of its employees, compliance with all local, state and national regulations governing such matters, including but not limited to, minimum wage, social security, unemployment insurance, workman's compensation, non-discrimination, and applicable employment reporting requirements. Lessee agrees to be responsible for their own actions and any dishonest, fraudulent misconduct, negligence and/or intentional acts committed by its employees during the term of this Agreement.

Nothing herein shall create an employer-employee relationship, a partnership, a joint venture, trust or other fiduciary relationship between the City and Lessee.

ARTICLE 19: SURRENDER

Lessee shall make no unlawful or offensive use of said premises, and shall at the expiration of the term hereof, or upon sooner termination hereof, shall deliver the premises peaceably, quietly, and in good order and condition, reasonable wear and tear excepted, to the City.

ARTICLE 20: DEFAULT

The City may lawfully, at its option, immediately or at any time thereafter without demand or notice, enter into and upon the leased premises or any part thereof and repossess the same and expel Lessee and those claiming thereunder, and remove their effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any other remedy or rights which otherwise may be used, including but without limitations, actions for arrears of rent or proceeding for breach of contract, upon the occurrence of any of the following:

- A. If Lessee shall be in default in the payment of rent or consideration for a period of thirty (30) days;
- B. If Lessee shall fail or neglect to do or to perform or to observe any of the covenants contained herein on their part to be done, kept or performed, and such failure shall continue for a period of not less than thirty (30) days after the City has notified the Lessee in writing of the said default hereunder, and Lessee shall have failed to correct such default within such said thirty (30) day period;
- C. If Lessee shall be declared bankrupt or insolvent according to law;
- D. If any assignment of its properties shall be made for the benefit of its creditors.

ARTICLE 21: NOTICE

Notice to Lessee means notice in writing addressed to Unique Food For The Soul; and/or Monroe Regional Airport, 5400 Operations Road, Monroe, Louisiana 71203.

Notice to the City means notice in writing addressed to the Airport Director, 5400 Operations Road, Second Floor, Monroe, Louisiana 71203.

ARTICLE 22: ENTIRE DOCUMENT

This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, either oral or written. No provision of this Agreement may be waived or amended except by the written consent of both parties.

ARTICLE 23: SEVERABILITY AND INTENT

Should any part, provision or provisions of this Agreement be declared to be unconditional, invalid or beyond the authority of either party to enter into or carry out, under any applicable statute or rule of law, such part, provision or provisions shall be deemed stricken from the document and such decision or declaration shall not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this _____ day of _____, 2017 at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE, LOUISIANA

By: _____
MAYOR JAMES E. MAYO, Lessor

RESTAURANT OPERATOR

By: _____
Lessee

STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE TO ENACT ARTICLE VII TITLED "TRANSPORTATION NETWORK COMPANIES" TO CHAPTER 35 OF THE MONROE CITY CODE ENTITLED "VEHICLES FOR HIRE" AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, many residents in the City of Monroe rely on vehicle for hire services to navigate the community;

WHEREAS, the City of Monroe ordinarily regulates the activities of vehicles for hire pursuant to Chapter 35 of the Code of Ordinances;

WHEREAS, it is in the best interest of the City of Monroe to develop a uniform policy for the regulation of Transportation Network Companies; and

WHEREAS, the City of Monroe wants to provide for the safe and efficient provision of vehicle for hire services in the City of Monroe.

NOW THEREFORE, it is hereby ordained that Article VII titled "Transportation Network Companies" of Chapter 35 of the Monroe City Code is hereby enacted as follows:

ARTICLE VII. - TRANSPORTATION NETWORK COMPANIES

Section 35-405. – Compliance, adoption of the state law.

The City of Monroe hereby adopts the provisions of Louisiana Revised Statute Title 45, Chapter 4, "The Public Passenger Motor Vehicle Responsibility Law" (La. R.S. 45:200.1, *et. seq.*), and "The Louisiana Transportation Network Company Motor Vehicle Responsibility Law" (La. R.S. 45:201.1, *et. seq.*) and regulations of the State of Louisiana pursuant thereto, as amended and to be amended, and except such as are in conflict or inconsistent with this title or other ordinances and except such as by their nature are not applicable. Notwithstanding the foregoing, in the event of a conflict in a provision of this Article and a provision of Louisiana law or regulation, the provision imposing the greater obligation shall govern.

Section 35-406. - Definitions.

The following words and phrases, when used in this article, shall have the meaning respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

Transportation Network Company vehicle or TNC vehicle means a vehicle that is used by a transportation network company driver and is:

- a) Owned, leased or otherwise authorized for use by the transportation network company driver; and
- b) Not a taxicab, limousine, luxury vehicle for hire, or any other vehicle for hire as provided under Chapter 35.

Digital network means any online-enabled technology application service, website or system offered or utilized by a transportation network company that enables the prearrangement of rides with transportation network company drivers.

Transportation network company ("TNC") means a corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this Chapter and operating in the City of Monroe that uses a digital network to connect transportation network company rides to transportation network company drivers who provide prearranged rides. A transportation network company may not be

deemed to control, direct or manage the personal vehicles or transportation network company drivers that connect to its digital network, except where agreed to by written contract.

Transportation network company driver or *TNC driver* means an individual who receives connections to potential riders and related services from a transportation network company in exchange for payment of a fee to the transportation network company and uses a transportation network company vehicle to offer or provide a prearranged ride to riders upon connection through a digital network controlled by a transportation network company.

Transportation network company rider or *TNC rider* means an individual or persons who use a transportation network company's digital network to connect with a transportation network company driver who provides prearranged rides to the individual or persons in the TNC driver's transportation network company vehicle between points chosen by the rider.

Prearranged ride means the provision of transportation by a TNC driver to a rider, beginning when a TNC driver accepts a ride requested by a rider through a digital network controlled by a transportation network company, continuing while the TNC driver transports a requesting rider, and ending when the last requesting rider departs from the personal vehicle. A prearranged ride does not include transportation provided using a vehicle operating as a taxicab, limousine, or any other vehicle for hire as provided under Chapter 35.

Section 35-407. - TNC permit required; fees

- (a) A person shall not operate a TNC in the City of Monroe without first having obtained a permit from the chief of police.
- (b) The chief of police shall issue a permit to each TNC that meets the requirements for a TNC set forth in this Chapter, and pays a permit fee of \$2,500.00. Said permit shall be valid for one year from the date of issuance. It may be renewed annually upon payment of the annual \$2,500.00 permit fee.
- (c) The TNC shall pay a service charge to the city of \$0.25 per ride for all rides originating in the city.

Section 35-408. - Agent.

The TNC shall maintain with the Secretary of State a registered agent for service of process in the State of Louisiana.

Section 35-409. - Fare collected for services.

On behalf of a TNC driver, a TNC may charge a fare for the services provided to riders provided that, if a fare is collected from a rider, the TNC shall disclose to the rider the fare calculation method on its website or within the software application service. The TNC shall also provide riders with the applicable rates being charged and the option to receive an estimated fare before the rider enters the TNC driver's vehicle.

Section 35-410. - Identification of TNC vehicles and drivers.

The TNC's software application or website shall display a picture of the TNC driver, and the license plate number of the motor vehicle utilized for providing the prearranged ride before the rider enters the TNC driver's vehicle.

TNC vehicles shall display trade dress identifying each vehicle as an authorized provider for the TNC system.

Section 35-411. - Electronic receipt.

Within a reasonable period of time following the completion of a trip, a TNC shall transmit an electronic receipt to the rider on behalf of the TNC driver that lists:

- (a) The origin and destination of the trip;
- (b) The total time and distance of the trip; and
- (c) An itemization of the total fare paid, if any.

Section 35-412. Financial responsibility of transportation network companies.

TNCs and TNC drivers shall comply with the insurance requirements set forth in the Transportation Network Company Motor Vehicle Responsibility Law, La. R.S. 45:201.1 et seq. The TNC shall provide the City with a certificate of insurance providing evidence that the TNC has purchased all insurance required by law.

Section 35-413. - Zero tolerance for drug or alcohol use.

- (a) The TNC shall implement a zero tolerance policy regarding a TNC driver's activities while accessing the TNC's digital platform. The zero tolerance policy shall address the use of drugs or alcohol while a TNC driver is providing prearranged rides or is logged into the TNC's digital network but is not providing prearranged rides, and the TNC shall provide notice of this policy on its website, as well as procedures to report to the TNC a complaint about a driver with whom a rider was matched and whom the rider reasonably suspects was under the influence of drugs or alcohol during the course of the trip.
- (b) Upon receipt of such rider complaint alleging a violation of the zero tolerance policy, the TNC shall suspend such TNC driver's access to the TNC's digital platform within 48 hours from the initial reporting, and shall conduct an investigation into the reported incident. The suspension shall last the duration of the investigation.
- (c) The TNC shall maintain records relevant to the enforcement of this requirement for a period of at least two (2) years from the date that a rider complaint is received by the TNC.

Section 35-414. - TNC driver requirements.

- (a) Before allowing an individual to accept trip requests through a TNC's digital platform the following conditions shall be met:
- (1) The individual shall submit an application to the TNC, which includes information regarding his or her address, age, driver's license, motor vehicle registration, automobile liability insurance, and other information required by the TNC.
- (2) The TNC shall conduct, or have a third party conduct, a local and national criminal background check for each applicant that shall include:
- (A) A search of the Multi-State/Multi-Jurisdiction Criminal Records Locator or other similar commercial nationwide database with a validation (primary source search); and
- (B) A search of the National Sex Offender Public Website maintained by the United States Department of Justice;
- (3) The TNC, or a third party on behalf of the TNC, shall obtain, and review, a driving history research report for each potential TNC driver.
- (b) The TNC shall not permit an individual to act as a TNC Driver on its digital platform if the individual:
- (1) Has had more than three moving violations in the prior three-year period, or one major violation in the prior three-year period (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license);
- (2) Has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, hit and run, fraud, sexual offenses including a misdemeanor for a violent offense or sexual battery, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror;
- (3) Is a match in the United States Department of Justice National Sex Offender public website;
- (4) Does not possess a valid driver's license;
- (5) Does not possess proof of registration for the motor vehicles(s) used to provide prearranged rides;
- (6) Does not possess proof of automobile liability insurance for the motor vehicle(s) used to provide prearranged rides; or
- (7) Is not at least 19 years of age.

Section 35-415. - Vehicle safety.

Before allowing a TNC driver to accept trip requests through the TNC's network, the TNC shall ensure that any motor vehicle(s) that TNC Driver is authorized to use to provide prearranged rides meets the State of Louisiana's vehicle safety requirements for private motor vehicle.

A valid Louisiana brake tag shall certify compliance of the vehicle herewith.

Section 35-416. - No street hails.

A TNC driver shall not solicit or accept street hails.

Section 35-417. - No cash trips.

The TNC shall adopt a policy prohibiting solicitation or acceptance of cash payments for fares from riders and notify TNC drivers of such policy. Any payment of fares for prearranged rides shall be made only electronically using the TNC's digital network or software application.

Section 35-418. - No discrimination; accessibility.

- (a) The TNC shall adopt a policy of non-discrimination on the basis of destination, race, color, national origin, religious belief or affiliation, sex, sexual orientation, or gender identity with respect to riders and potential riders and notify TNC drivers of such policy.
- (b) TNC drivers shall comply with all applicable laws regarding non-discrimination against riders or potential riders on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation or gender identity.
- (c) TNC drivers shall comply with all applicable laws relating to accommodation of service animals.
- (d) A TNC shall not impose additional charges for providing services to person with physical disabilities because of those disabilities.

Section 35-419. - Records

A TNC shall maintain the following customer records:

- (a) Individual trip records for at least one (1) year from the date each trip was provided; and
- (b) Individual records of TNC drivers for at least one year after the date on which a TNC driver last provides a prearranged ride using the TNCs digital network or last logs in to the TNC's digital network, whichever is later.

Section 35-420. - Controlling authority.

Notwithstanding any other provision of this code, TNCs and TNC drivers are governed exclusively by the Chapter.

Section 35-421. - Penalties.

Any person who shall operate a vehicle upon any street in violation of Section 35-412 shall be guilty of a misdemeanor, and shall be fined not less than one hundred dollars nor more than one thousand dollars, or imprisoned for not less than sixty days nor more than one year, or both.

State law reference: R.S. 45:201.11

THE COUNCIL OF THE CITY OF MONROE HEREBY ORDAINS, that if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

This Ordinance was introduced on the ____ day of _____, 2017.

Notice published on the ____ day of _____, 2017.

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 _____, 2017.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO