

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – AUGUST 11, 2020, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MRS. EZERNACK:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Wilson
5. Mrs. Dawson
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JULY 28, 2020:
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
Public Comment:
NONE.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
Public Comment:
None.

2. Department of Administration:
Public Comment:
None.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis, to submit the City of Monroe’s Consolidated 5-Year Plan 2020 – 2024 & the FY 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development projects/activities for the Community Development Block Grant Program and HOME Investment Partnership Program (HOME) Programs and further providing with respect thereto.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution approving the appointment of Mayor Friday Ellis to the Board for Ouachita Council of Governments (OCOG) and further providing with respect thereto.

(b) Adopt a Resolution indicating the intention of the City of Monroe, State of Louisiana, to approve the two (2) year appointment of Mayor Friday Ellis as a Director to the Board of the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

(c) Adopt a Resolution stating the City of Monroe's Endorsement of Vantage Health Plan, Inc. and their Project 20190364-RTA to participate in the benefits of the Louisiana Restoration Tax Abatement Program.

5. Mayor's Office:

Public Comment:

None.

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:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Don M. Barron Contractor, Inc., for the Pargoud Street Lift Station Force Main Relocation Project, and further providing with respect thereto.

(b) Adopt a Resolution authorizing Friday Ellis, Mayor, to execute Change Order No. One (1) to the Pargoud Street Lift Station Force Main Relocation Contract, between the City of Monroe and Don M. Barron Contractor, Inc., for a decrease in the contract amount of \$8,468.21 and an increase in the contract time of 277 days and further providing with respect thereto.

(c) Adopt a Resolution authorizing Friday Ellis, Mayor, to execute Change Order No. One (1) to the US 165 turn lanes at Venable and Venable Lane Reconstruction Contract, between the City of Monroe and Amethyst Construction, Inc., for various changes to the work with no net change in cost and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice for a Public Hearing to zone a ±1.83-acre tract of land presently located in Ouachita Parish from B-3, General Business/Commercial District to B-2, Neighborhood Business District to construct a multi-family residential structure with retail and offices, and is more particularly described as follows: **1001 DeSiard Street, 430 Adams Street and Lots 1-5, the west 10' of Lot 7, Lots 8 – 9 and the east 10' of Lot 10, Square 38, Filhiols 1 Addition – APPLICANT - Tenth Street Properties, LLC (P&Z)**

(b) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Sonya L. Muhammad all rights, title and interest that the City may have acquired to Lot 4, Sq 10, Booker T. Washington Addition, Ouachita Parish, 1006 Powell Ave., District 3, Monroe, La, by Adjudication at Tax Sale dated July 6, 2012, and further with respect thereto. (Legal)

(c) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Sonya L. Muhammad all rights, title and interest that the City may have acquired to Lot 2, Sq 10, Booker T. Washington Addition, Ouachita Parish, 1002 Powell Ave., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2011, and further with respect thereto. (Legal)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance accepting the Donation of real property into the City of Monroe from Peters Family Urban Properties, LLC and Osprey Properties, LLC, and further providing with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance accepting the Donation of real property into the City of Monroe from the Monroe City School Board, and further providing with respect thereto. (Eng.)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Frankie Cloman-Edwards all rights, title and interest that the City may have acquired to Lot 39, Square 5, Blanks Addition, Ouachita Parish, 802 Camp St. District 5, Monroe, La, by Adjudication at Tax sale dated July 17, 2001, and further with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt 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 2020. (Admin.)

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally adopt an Ordinance authorizing the Mayor Ellis to enter into a Lease Agreement with Edge Holdings, LLC for the lease of property at the Monroe Regional Airport and further providing with respect thereto. (Airport)

Open Public Hearing/Public Comment/Close Hearing:

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

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session
July 28, 2020
6:00 p.m.
City Council Chambers-City Hall
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There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, July 28, 2020 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

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

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

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

Council member(s) absent: None.

Chairwoman Woods declared a quorum.

The Invocation and Pledge of Allegiance were led Rev. Tommy Lester and Councilman Doug Harvey.

Ms. Woods welcomed Mayor Friday Ellis and Councilwoman Kema Dawson. She thanked Rev. Lester for the amazing prayer.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Councilman Harvey thanked Rev. Lester for his wonderful prayer; he welcomed Mayor Ellis and Councilwoman Dawson and thanked Mr. Wilson for his service.
2. Councilwoman Ezernack thanked everyone present and welcomed Mayor Ellis, Ms. Dawson and look forward to working with them on city projects.; She thanked a Neville student and his friends for volunteering their time cleaning up the Forsythe boat dock; they will be having a cleanup this Saturday from 9:00 am - 11:30 am.
3. Councilwoman Woods thanked everyone for coming and stated she would yield her time to Mr. Edward Chips Taylor, Regional coordinator for the Census. Ms. Woods asked prayers for Mayor Ellis' daughter as she undergoes surgery. Ms. Woods thanked Mr. Wilson for his service and continued work. Mr. Chips Taylor spoke regarding the Census and his work along with Ms. Ellen Hill who has worked hard to make sure the citizens count, and that Monroe will get its fair share.
4. Councilman Wilson welcomed each one present and acknowledged Mr. Sharkey; he congratulated Mr. Carday Marshall for being in the runoff. He welcomed Mayor Ellis and Mrs. Kema Dawson; he thanked Mrs. Angie Sturdivant for her work, Ms. Roshonda Gospel and Mr. Michael McGrue for getting the containers installed and also for getting them emptied. Citizens are interested in volunteering their time, as well as looking forward to getting cameras installed and getting the Georgia pump station completed
5. Councilwoman Dawson thanked all for coming and also District 5 for entrusting her to represent the district and look forward to working with Mayor Ellis and all others. She is looking forward to the work ahead and one of her first meetings was at the zoo and the work to be done there; she thanked public works for their assistance on the addresses being sent to them; she asked that a community effort be made so that our communities are kept clean. She looks forward to working with all Council members to get things done in the community.
6. Mayor Ellis thanked the citizens for the opportunity to serve; he said he understands the importance of a three month transition period, although Covid has left him with 5 days to get acquainted and am very proud of the community who stepped up and it proves that we have tremendous citizens in the City who wants to make this a better place; it is a transformation team that helps us in the next 90 days to help create a master plan for what future growth would be in Monroe; he looks forward to his relationship with the Council who are elected by the people for the people to be a voice for their communities; he said he feels like they all will do some big things and do look forward to it and doesn't feel there is nothing that they can't do together and look forward to serving each and every one; he said there are no words to express how he feels being here and representing the people each and every day. He thanked all of the department and division heads for taking the time this week to meet and is still

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getting used to the Honorable Mayor, having always been Friday and it is good and they all have been hospitable in showing him their departments and talking about things and ways for growth and opportunities; there is a lot of work to do and believe all are ready and do look forward to working with each and every one.

Upon a motion of Mr. Harvey and a second by Mr. Wilson, the minutes of the Legal and Regular session of July 14, 2020 were unanimously approved. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: 6pm

(1.) A Public Hearing to hear and consider all comments, protest and objects to the 2020 Justice Assistance grant (JAG) for the Monroe Police Department. Chairwoman called the public hearing opened; seeing no one come forward and no comments, the public hearing was closed.

(1.a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7766, authorizing Friday Ellis to sign and accept the 2020 Justice Assistance Grant (JAG) and further providing with respect thereto. (There were no public comments).

Comments: Mr. Harvey commented that he thought the city already had this digital ticketing devise system and asked if this grant was to be used for the ongoing cost of the system or is it for additional equipment. Ms. Baldwin said this is an annual grant for the digiTicket system.

PROPOSED CONDEMNATIONS: Public Comment: NONE.

Ms. Woods stated there is a lot of blighted property in the city, but due to Covid pandemic, would not like to do any condemnations so that it can allow citizens to come and be able to defend their properties and this is why there are no condemnations listed; once the state opens back up then the proposed condemnations will be brought back. Mr. Harvey asked what phase would they be brought back to the agenda; Ms. Woods commented they will not be introduced again until we move into phase 3 or beyond, because they have to get it to the point to allow the citizens to come in and defend their properties or not.

ACCEPTANCE OR REJECTION OF BIDS: (Public Comment)

(a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Accept the bid of ShotSpotter for Gun Shot Locator & Gun Fire Detection Software #2021-00000007 as recommended by the Director of Administration for meeting the specifications of this bid. The Vendor responses meet the specifications of this bid. Funds will be derived from the MPD Police Capital Account. The Tax & Revenue Division has confirmed that this bidder is tax compliant. (There were no public comments).

Comments: Mr. Wilson thanked interim chief Brown and the citizens are excited about it. Ms. Woods said she was excited about it being brought to Monroe, as there are gunshots happening evenings and before day in the mornings in certain areas and this will alert the police to what is going on. Mrs. Ezernack said she saw a demonstration of the model and is excited for it to be brought to the city.

RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment: None.

Department of Administration: Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Consider an Application by Allen Sandoval Soto dba La Catrina Mexican Street Food, Inc., 512 Louisville Ave., Monroe, LA 71201 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

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Department of Planning & Urban Development: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7767, Adopt a Resolution appointing Tegitra Thomas to the Planning Commission of the City of Monroe and further providing with respect thereto. (There were no public comments).

Comments: Ms. Woods asked Rev. Thomas to stand and thanked him for willingness to serve.

Legal Department: Public Comment: None

Mayor's Office: Public Comment: None.

Department of Public Works: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7768, authorizing an invitation for bid for a Mobile Ticketing Solution System and further providing with respect thereto. (There were no public comments).

Comment: Mr. Harvey asked if this method would prevent riders from paying in cash. Mr. Keenan said no it wouldn't and they would continue to purchase passes with cash, this is just in addition to get electronic passes on their mobile devices. Ms. Dawson asked for an explanation on how they can add money to their card; Mr. Keenan said with the mobile solution you can do it from a website similar to purchasing an airline ticket with the barcode and the bus will have a validator for the ticket purchased.

(b) Upon a motion by Mrs. Ezernack, second by Ms. Dawson and unanimously approved to Adopt Resolution No. 7769, authorizing an invitation for bid for an Autonomous (Self-Securement) Wheelchair System and further providing with respect thereto. (There were no public comments).

Comments: Mr. Keenan explained the system would enable the wheelchair passenger to secure the chair in place.

(c) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Consider request from the WPCC Division of Public Works to accept the bid of Benchmark Construction Group of LA, LLC for the expansion of the WPCC Administration Building. Funding will come from the surplus funds left over from last year's sewer budget. Any amount over the \$135,400 previously approved by the City Council will come from the WPCC's current year Capital Account, which has a balance of \$46,000. (There were no public comments).

Comments: Mr. Westrom explained the expansion to be inclusive of the waste water plant operators due to their current area possibly being asbestos contaminated and was wide opened to the old sewer wet well underneath it and they have to be moved out and into the Admin building and they are also adding a conference room.

Department of Community Affairs: Public Comment: None.

Police Department: Public Comment: None.

Fire Department: Public Comment: None.

Engineering Services: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7770, accepting the base bid of W. L. Bass Construction, Inc., in the amount of \$124,470.00 for the repairs to Warhawk Way and Inabnet Blvd. Causeway Project, and further authorizing Friday Ellis, Mayor, to enter into and execute a contract for said work. (There were no public comments).

(b) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7771, accepting the base bid of Dixie Overland Construction, LLC, in the amount of \$377,145.00 for the Texas Avenue Lift Station Bar Screen Replacement Project, and further authorizing Friday Ellis, Mayor, to enter into and execute a contract for said work. (There were no public comments).

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(c) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7772, accepting the base bid of Womack & Sons Construction Group, Inc., in the amount of \$217,120.00 for the repairs to Bayou Bartholomew pump and motor no. 1 Project, and further authorizing Friday Ellis, Mayor, to enter into and execute a contract for said work. (There were no public comments).

(d) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7773, authorizing the Purchasing Manager to advertise for bids on the tower at Bienville Drive Intersection Improvements Project. The estimated cost of this project is \$132,862.63. The DBE Goal is 4.21% and source of funds Tower Drive Economic Development Revenue Funds. (There were no public comments).

(e) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7774, authorizing the Purchasing Manager to advertise for bids on the tower at Fulton Drive Water & Sewer Improvements Project. The estimated cost of this project is \$137,912.50. The DBE Goal is 8.33% and source of funds Tower Drive Economic Development Revenue Funds.

Comments: Ms. Marie Brown, citizen, asked due diligence was being done to ensure the DBE requirements were being met and it has gone through the process by the DBE committee and they confirmed the process. Ms. Brown asked if the due diligence was being made for minorities and if the percentage would be stated for all of the bids. Ms. Golden, city engineer said they are adhering to the requirements of the ordinances and approved purchases and the purchasing processes as far as giving the information and for those responsible for getting the information to the minorities, this is given to them ahead of time and in the format requested and monthly check to ensure the DBE's are paid and receive cancelled checks to make sure it is being accomplished and are adhering to the requirements that the council and administration setup.

(f) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7775, authorizing Friday Ellis, Mayor, to execute Change Order No. One (1) to the MTS Facility Bus Wash Replacement Contract, between the City of Monroe and Traxler Construction Company, for an increase in the contract amount of \$21,164.13 and further providing with respect thereto.

Comments: Ms. Marie Brown, citizen, asked for an explanation of the increase; Ms. Golden, city engineer, explained the increase to be items requested by transit. Mr. Harvey said his concern was in the wording of the resolution that read, for an increase in the contract amount for various changes to the work with no net change in cost. Ms. Golden said it was an error; Mr. Harvey said when it first came up it was 80% federally funded and 20% city funded and asked if the additional \$21,000 increase be exclusively funded by the city. Mr. Harvey commented that since it is an 80/20 split, then the actual cost to the city would be \$4,000.

Mrs. Vickie Krutzer, citizen, commented that with this being a change order, asked what was initially done when the first evaluation of the contract was done to determine all of the improvements that were needed. She asked if these were new additions; Mr. Harvey said it was something separate and explained they were all additions, not part of the original project scope and as changes were made to the facility, these were changes they identified as it was explained to him. Mrs. Krutzer asked if there was a full assessment before the bids were put out; Ms. Golden said there was a full assessment done and explained the original scope; she said as they got into the project, they realized there were other things that if a little more money was spent it would enhance the resilience and dependability of the overall system and the bid came in under their budget.

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Introduce an Ordinance accepting the Donation of real property into the City of Monroe from Peters Family Urban Properties, LLC and Osprey Properties, LLC, and further providing with respect thereto. (Legal) (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Mrs. Ezernack and unanimously approved to Introduce an Ordinance accepting the Donation of real property into the City of Monroe from the Monroe City School Board, and further providing with respect thereto. (Eng.) (There were no public comments).

(c) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Frankie Cloman-Edwards all rights, title and interest that the City may have acquired to Lot 39, Square 5, Blanks Addition,

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Ouachita Parish, 802 Camp St. District 5, Monroe, La, by Adjudication at Tax sale dated July 17, 2001, and further with respect thereto. (Legal) (There were no public comments).

Comments: Mrs. Ezernack asked if this was the same rate; Mrs. Rowell said it was the same rate.

(d) Upon a motion by Mr. Harvey, second by Mr. Wilson 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 2020. (Admin.) (There were no public comments).

Comments: Mr. Harvey asked for an explanation and Mrs. Rowell explained they were property taxes and annually received by the tax assessor who sets the millage rate based on the assessments and they give the city the arrange of how the city wants to set the millage based on what type of revenue the city need to generate. She said with this one, they left the millages alone because didn't know what effect the covid19 would have on the sales tax revenue; the assessment was higher this year and would generate an additional \$40,000 by leaving them alone and there is no adverse effect on the citizenry.

Ms. Woods stated the introductory ordinances would be brought back in two weeks for a final reading and approval.

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

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(a) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to finally adopt Ordinance No. 12,000, authorizing the City of Monroe to take corporeal possession of the property described below and sell to Roshonda Johnson all rights, title and interest that the City may have acquired to Lot B, Sq. 37, Layton's 2nd Addition, Ouachita Parish, 1104 Louise Anne Ave., District 4, Monroe, La, by adjudication at Tax Sale dated July 1, 2010, and further with respect thereto. (Legal) (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(b) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to finally adopt Ordinance No. 12,001, authorizing the City of Monroe to take corporeal possession of the property described below and sell to Chandra Isby-Melancon all rights, title and interest that the City may have acquired to Lot 13, Block 38, Unit 4, Sherrouse Park Addition, Ouachita Parish, 509 Darbonne St., District 3, Monroe, La, by adjudication at Tax Sale dated July 5, 2012, and further with respect thereto. (Legal) (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(c) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to finally adopt Ordinance No. 12,002, authorizing the City of Monroe to take corporeal possession of the property described below and sell to Stephen Collins all rights, title and interest that the City may have acquired to Lot 8, Block 1, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition, Ouachita Parish, 104 Wilson St., District 4, Monroe, La, by adjudication at Tax Sale dated June 22, 2011, and further with respect thereto. (Legal) (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing:

Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(d) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to finally adopt Ordinance No. 12,003, authorizing the City of Monroe to take corporeal possession of the property described below and sell to Stephen Collins all rights, title and interest that the City may have acquired to Lot 6, Block 2, J. Arthur Smith's Subdivision of Lots 9, 10, 11, 12 and 13 of Block 5 of Terminal Heights Addition, Ouachita Parish, 206 Kenewah St., District 5, Monroe, La, by adjudication at Tax Sale dated June 22, 2011, and further with respect thereto. (Legal) (There were no public comments).

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Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open:

1. Allison Jarrell, citizen, spoke on behalf of the proposed ordinance change
2. Clint Hixon, spoke to clarify the types of homes they are proposing to place on the Hixon lot. Mr. Harvey questioned regarding the type of inventoried homes and Mr. Hixon explained there was a mistake that was spoken about the information previously given regarding the types of inventory to be placed on the lot. Mr. Harvey asked who would manage the lot; Mr. Hixon said it would be what the city wanted them to provide to the tenant and it would be up to the tenant to produce the product. Mr. Harvey explained his concerns from constituents regarding the traffic and Mr. Hixon said moving in would be the greater influx of traffic. Mr. Harvey commented regarding the payroll benefits and the makeup of employees; it was explained to be a manager, sales, and maintenance staff included an inhouse contractor. Mrs. Dawson commented she has seen pictures of the homes, but not how they would actually be situated on the lot; Mr. Hixon said he didn't have that information, didn't spend the money on giving that info; she asked if he had information of how it would look from the owner and he said he didn't know of one and it would be placed on concrete and have the opportunity to have a tax collection around one million dollars. Mr. Hixon apologized to Mr. Harvey for misleading information and am hopeful he is making things clearer. Ms. Jarrell commented they are dealing with a perspective tenant and can't deliver a business plan due to not having proper zoning. Ms. Woods commented from the previous conversation is that the potential client had a facility in Winnsboro and asked if the pictures were from Winnsboro; Ms. Jarrell said it was, but don't have proper zoning and wanted the zoning to go out and get a tenant that fit the city's restrictions. Mrs. Ezernack asked commented that she thought there was a potential tenant, a hard tenant and previously they saw someone that was interested in the property that they were doing the rezoning on, had signed a lease subject to the zoning being changed rather than changing the zoning, then going out to someone else; she said they are getting a lot of pushback from the community and did get the pictures which look like more in line of a trailer, that's the esthetic look unless the model homes are done which has all of the landscaping. Mr. Hixon said he want's Council to tell him what they want; Mrs. Ezernack said the tenant should be present answering the questions and Mr. Hixon said the tenant got cold feet. Ms. Woods said not trying to turn away sales but may need to take off the agenda so that Mr. Hixon could go back and have more conversation; Mrs. Sturdivant said to pass over until the next meeting and for the perspective tenant to come and answer questions.

Seeing no one else come forward, Chairwoman Woods declared the public hearing closed.

(e) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to pass over until the next meeting to finally adopt an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana to zone a ±3.3-acre tract of land presently located in Ouachita Parish from B-3 General Business/Commercial District to B-4, Heavy Commercial District to operate a manufactured home sales lot, located at **1101 Louisville Avenue – APPLICANT- Hixson Automotive Sales - (P&Z)** (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(f) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to finally adopt Ordinance No. 12,004, amendment to Chapter 32, Subdivision Regulation, of the Code of the City of Monroe, Article II, Definitions, Section 32-21 Definitions and Article III Administrative Procedures, Section 32-39 Replat of Approved Plats (a) Procedures. (P&Z) (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing:

(g) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to pass over to Finally adopt an Ordinance authorizing the Mayor to enter into a Lease Agreement with Edge Holdings, LLC for the lease of property at the Monroe Regional Airport and further providing with respect thereto. (Airport) (There were no public comments).

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Citizens Participation:

1. Mr. Patrick Sharkey, citizen, represented his company and offered an idea of entertainment for the city.
2. Ms. Vee Wright, citizen, offered her encouragement for the betterment of her hometown, Monroe.
3. Pastor Taylor, commented regarding the 2020 Census and the benefits of filling out the census.
4. Ms. Marie Brown, commented on the districts needing to be taken care of and look forward to good things and the need for transparency. She thanked Mr. Wilson for his service and his future work; she thanked Mr. Harvey for his work and Ms. Dawson for having a listening ear from constituents.

There being no further business to come before the Council, the meeting was adjourned at 7:43 p.m., upon a motion of Mr. Wilson and seconded by Mr. Harvey. (There were no public comments).

Ms. Juanita G. Woods
Council Chairwoman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

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

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO.: _____

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

A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO SUBMIT THE CITY OF MONROE'S FY 2020 – 2024 5-YEAR CONSOLIDATED PLAN & FY 2020 ANNUAL ACTION PLAN FOR ACTIVITIES/PROJECTS TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAMS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Friday Ellis, Mayor be and is hereby authorized to submit the City of Monroe's Year 2020-2024 Consolidated Five Year Plan & FY 2020 Annual Action Plan for activities/projects to the U.S. Department of Housing and Urban Development, Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME) Programs.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

Community Development Division

Council Agenda Items for August 11, 2020:

1. Adopt a Resolution authorizing Mayor Friday Ellis, to submit the City of Monroe's Consolidated 5-Year Plan 2020 – 2024 & the FY 2020 Annual Action Plan to the U.S. Department of Housing and Urban Development projects/activities for the Community Development Block Grant Program and HOME Investment Partnership Program (HOME) Programs and further providing with respect thereto.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING THE APPOINTMENT OF MAYOR FRIDAY ELLIS TO THE BOARD FOR OUACHITA COUNCIL OF GOVERNMENTS (OCO) AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, former Mayor James E. Mayo held a position on the Board of OCOG; and

WHEREAS, Mayor Friday Ellis will replace former Mayor James E. Mayo.

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

That Mayor Friday Ellis is hereby appointed as a board member of the Ouachita Council of Governments.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION INDICATING THE INTENTION OF THE CITY OF MONROE, STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF MAYOR FRIDAY ELLIS AS A DIRECTOR TO THE BOARD OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the City of Monroe, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW THEREFORE, BE IT RESOLVED by the governing authority of the City of Monroe, State of Louisiana, acting in such capacity:

Section 1. Approve the appointment of _____ to serve as a Director of the Authority for a term of two (2) years from the date hereof.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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 _____ day of _____, 2020.

CITY CLERK

CHAIRMAN

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on _____, 2020 by the governing authority of _____, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS _____ DAY OF _____,
2020.

Title:

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. AND THEIR PROJECT 20190364-RTA TO
PARTICIPATE IN THE BENEFITS OF THE LOUISIANA RESTORATION
TAX ABATEMENT PROGRAM.**

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

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

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

WHEREAS, this project is located in the Downtown Monroe Historic 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., and its Project 20190364-RTA is endorsed to participate in the Louisiana Restoration Tax Abatement Program.

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

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

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

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

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

YEA _____

NAY _____

NOT VOTING _____

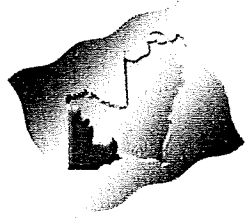
ABSENT _____

ATTEST _____

APPROVED THIS _____ DAY OF _____, 2020.

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

JUANITA WOODS, CHAIRMAN
CITY OF MONROE
STATE OF LOUISIANA



NORTH LOUISIANA ECONOMIC PARTNERSHIP

August 5, 2020

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

Dear Angie:

The following company has filed an application for Restoration Tax Abatement benefits for their building located at 122 St. John Street, Monroe.

Name:	Vantage Health Plans, Inc.
Project #:	20190364-RTA
Contact:	Karen Tubbs; Mike Breard (318) 998-3089; (318) 998-3800 ktubbs@vhpla.com ; mbreard@bhpla.com
Investment:	\$1,292,400
New Jobs:	17
Construction Jobs:	60

This property is in the Monroe Downtown Historic District.

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

Sincerely,

Liz Pierre

Restoration Tax Abatement Program Application - (Const 7 21)

Project ID: 20190364-RTA
Date Received: 7/13/2020

PROJECT INFORMATION

Company: Vantage Health Plan, Inc.
Project Name: Vantage State Building - 1st Floor Renovation
Project Location: 122 St. John Street, Monroe, LA, 71201
Parish: Ouachita
City Limits?:

PROPERTY USAGE

Residential: Yes • No
Owner-Occupied: • Yes No
Rented or Leased: Yes • No
Year Structure Built: 1925
District Type Project is Located? Historic
Name of Historic District (if applicable) Downtown Monroe Historic District
Gross Square Footage Before Project: 110356.00
Gross Square Footage After Project: 110356.00
Current or Prior Use:: Space is currently vacant; awaiting renovation Prior use was office space
Proposed Use: Pharmacy and office space
Legal Description of Property: Old Town Lot, Lot C & D Sq 2 OP FRTG 158.61 FT on W Side St. John St. DEPTH 151.07 FT Along No Side Grammon Str - State Office Building - 122 St. John St.

Is your building listed or pending being listed on the National Register of Historic Places? Yes • No If yes, year listed:

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

PROPERTY TAX

Assessed value of the existing structure only (shown as improvement or building on your tax bill) for this project. Do not include assessed land value. \$75,000.00
See most recent property tax bill for this value or contact the assessor.

Amount of taxes paid on the existing structure only for the year before the beginning of the project. This amount is a percentage of total taxes paid on land and improvements. Obtain from the tax collector. \$7,868.00

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

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

PROJECT DETAILS

Project Type: Renovation
Project Beginning Date: 2/12/2020
Project Ending Date: 12/31/2020

Project Description: The historic Virginia Hotel - now called the Vantage State Building - will be renovated on the first floor. A renovation was completed by Vantage Health Plan, Inc. in 2016; however, certain first floor space was not completely renovated yet. Unfinished first floor space of the building will be renovated to house a mail-order pharmacy, over-the-counter pharmacy, office space, and storage space. Historic aspects of the space will be renovated back to the original including the original historic ceilings.

ESTIMATED INVESTMENTS

Building & Materials: \$600,000.00
Machinery & Equipment: \$360,000.00
Labor & Engineering: \$332,400.00
Total Investment: \$1,292,400.00

ESTIMATED JOBS

Existing: 37
Construction: 60
New: 17
Total Estimated Jobs: 114

ESTIMATED PAYROLL

Existing: \$1,704,042.00
Construction: \$240,000.00
New: \$919,920.00
Total Estimated Payroll: \$2,863,962.00

GAMING

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

ESTIMATED BENEFIT

Investment Amount: \$1,292,400.00
x Assessment %: 0.15
x Millage Rate: 0.1049
x Years Exempted: 5.00
= Estimated Five Years Tax Exemption \$101,679.57

FEE CALCULATION

Estimated Five Years Tax Exemption :
x Rate \$101,679.57
= Assessed Fee (\$500.00 Minimum—\$15,000.00 Maximum) 0.005
Amount Paid: \$508.40
Amount Due: \$508.40
\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Proof of Ownership	Act of Cash Sale - State Office Building - SIGNED.pdf	7/9/2020
Legal Property Description	Property Description.pdf	7/9/2020
Plot Map	Plot Map.pdf	7/9/2020
Owners	Principal Stockholder.docx	7/9/2020
Tax Invoice	Property Taxes 2019.pdf	7/9/2020
Rendering of Structure After	Floor Plans.pdf	7/9/2020
LGA Certification	Certification.pdf	7/9/2020
Building Permits	Building Permit.pdf	7/9/2020
Resolution of Property Owners / Resolution of Board of Directors	RTA Resolution VHP.pdf	7/9/2020
Current Assessed Value and Taxes Paid	Current Assessed Value.pdf	7/9/2020
Proof of Millage Rate	Proof of Millage Rate.pdf	7/9/2020
Photos of Structure Before	StateBuilding_AshleysPic_RA WFile.pdf	7/9/2020
Certification Statement of Construction Completed	Taxes Not Paid.docx	7/13/2020

PAYMENTS

Fee Type **Amount Paid** **Date Received** **Confirmation #** **Transaction Type**

APPLICATION \$508.40 7/13/2020 19D25Q1VLL visa_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Karen	Tubbs	ktubbs@vhpla.com	Vantage Health Plan, Inc.	130 Desiard Street Suite 300 , Monroe, LA, 71201	(318) 998-3089	Business
Mike	Breard	mbreard@vhpla.com	Vantage Health Plan, Inc.	130 Desiard Street Suite 300 , Monroe, LA, 71201	(318) 998-3800	Business Signatory
Emily	Still	accountspayablevhpl@vhpla.com	Vantage Health Plan, Inc.	130 Desiard Street Suite 300 , Monroe, LA, 71201	(318) 998-3957	Business
Karen	Pye	kpye@vhpla.com	Monroe Development, LLC	130 Desiard Street Suite 300 , Monroe, LA, 71201	(318) 998-3089	Business

CONTRACT SIGNATORY

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

Title: EVP

First Name: Mike

Last Name: Breard

Email Address: mbreard@vhpla.com

CERTIFICATION STATEMENT

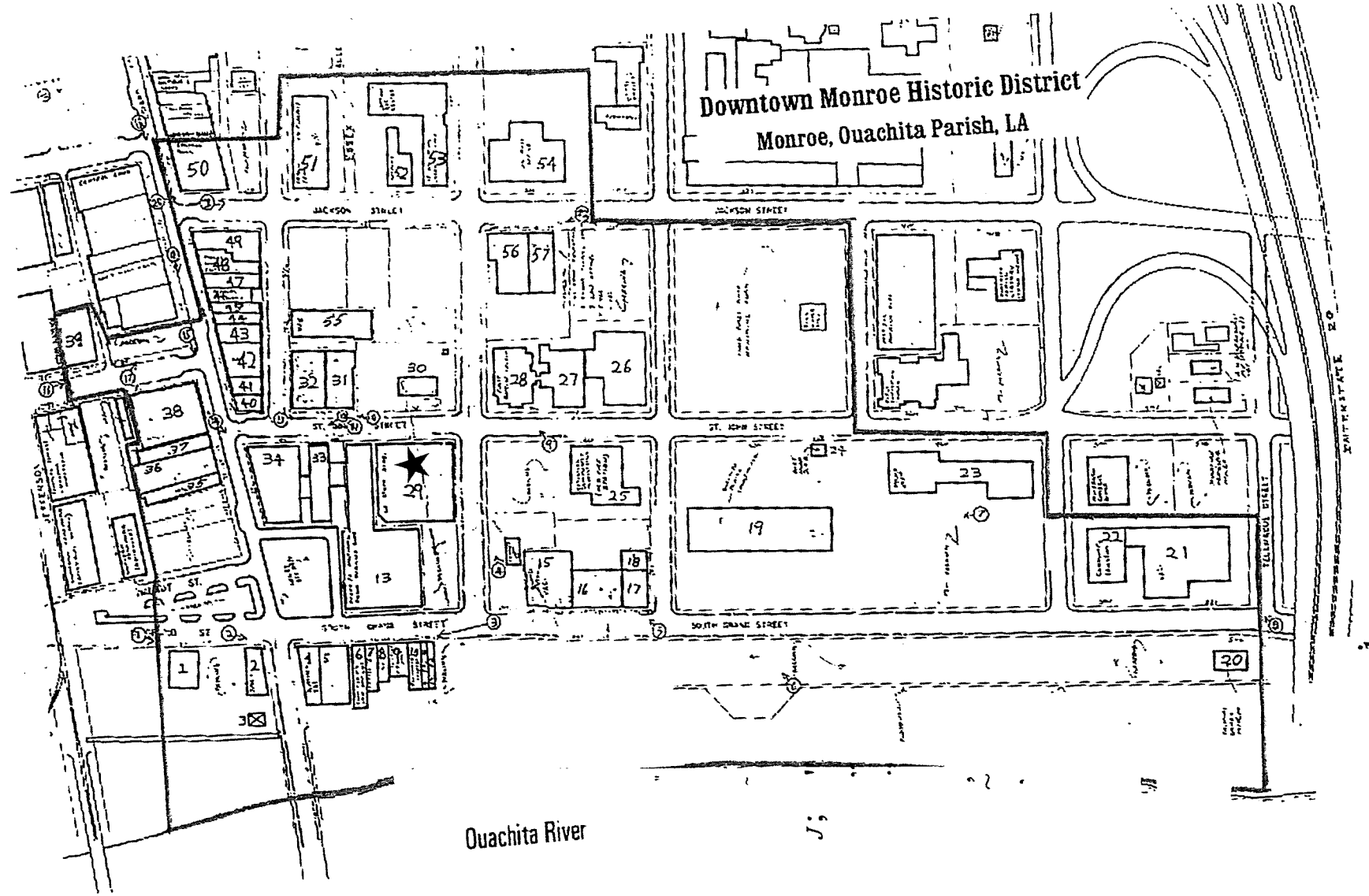
I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or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

FORM SIGNATURE

I, **Mike Breard**

, **approve the above information.**

Downtown Monroe Historic District
Monroe, Ouachita Parish, LA



Ouachita River

J;

INTERSTATE 20

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC., FOR THE PARGOUD STREET LIFT STATION FORCE MAIN RELOCATION PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Don M. Barron Contractor, Inc., for the Pargoud Street Lift Station Force Main Relocation Project, be and at the same time is hereby accepted as substantially complete.

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

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

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: DON M. BARRON CONTRACTOR, INC.

CONTRACT FOR: CITY OF MONROE
PARGOUD STREET LIFT STATION
FORCE MAIN RELOCATION

CONTRACT DATE: APRIL 25, 2019

PROJECT NO: DE PROJECT NO. 18-08-05

DATE OF SUBSTANTIAL COMPLETION: JULY 27, 2020

TO: CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC.

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within 45 days of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

The responsibilities between the Owner and the Contractor for maintenance, heat, and utilities shall be as set forth in the contract.

DENMON ENGINEERING


CHRIS W. PATRICK, P. E. 7/28/2020
DATE

Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

DON M. BARRON CONTRACTOR, INC.


DAVID C. FARRAR, EXECUTIVE VICE PRESIDENT 7-28-2020
DATE

OWNER'S CERTIFICATE OF ACCEPTANCE

Work under the above Contract is hereby accepted subject to the conditions set forth in the above Certificate.

CITY OF MONROE

HONORABLE FRIDAY ELLIS, MAYOR DATE

PUNCH LIST

See attached sheet.

CITY OF MONROE
PARGOUD STREET LIFT STATION
FORCE MAIN RELOCATION
DE PROJECT NO. 18-08-05

PUNCH LIST

1.	General Dress-up and Clean-up.	\$ 1,500.00
2.	Provide As-Built drawings to Owner/Engineer.	\$ 500.00
TOTAL		<u>\$ 2,000.00</u>

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE PARGOUD STREET LIFT STATION FORCE MAIN RELOCATION CONTRACT, BETWEEN THE CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC., FOR A DECREASE IN THE CONTRACT AMOUNT OF \$8,468.21 AND AN INCREASE IN THE CONTRACT TIME OF 277 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 Friday Ellis, Mayor, be and he is hereby authorized to execute Change Order No. One (1) between the City of Monroe and Don M. Barron Contactor, Inc., for a decrease in the contract amount of \$8,468.21 and an increase in the contract time of 277 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 _____, 2020.

CHAIRMAN

CITY CLERK

CHANGE ORDER

OWNER'S COPY

Order No. 1
Date: October 24, 2019
Agreement Date: April 25, 2019

NAME OF PROJECT: City of Monroe
Pargoud Street Lift Station - Force Main Relocation
DE Project No. 18-08-05

OWNER: City of Monroe
CONTRACTOR: Don M. Barron Contractor, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:
Adjustments for As-Built Quantities. Additional time due to high water level of the Ouachita River.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE	<u>\$199,454.50</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER	<u>\$0.00</u>
The CONTRACT PRICE due to the CHANGE ORDER will be decreased by	<u>-\$8,468.21</u>
The new CONTRACT PRICE including this CHANGE ORDER will be	<u>\$190,986.29</u>

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 277 calendar days.

The date for completion of all work will be July 27, 2020

APPROVED BY:

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

7/29/2020
Date

ORDERED BY:

Honorable Friday Ellis, Mayor
City of Monroe

Date

ACCEPTED BY:

David C. Farrar
David C. Farrar, Executive Vice President
Don M. Barron Contractor, Inc.

7/29/2020
Date

CITY OF MONROE
PARGOUD STREET LIFT STATION - FORCE MAIN RELOCATION
 DE PROJECT NO. 18-08-05

ATTACHMENT FOR CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	DECREASE AMOUNT	INCREASE AMOUNT
1.	6" CL 160 PVC Force Main (Open Cut)	219	L.F.	\$ 25.20	\$ 5,518.80	
2.	6" CL 200 PVC Force Main (Jack and Bore)	10	L.F.	\$ 28.00	\$ 280.00	
3.	6" DR 11 HDPE Force Mian (Directional Bore)	235	L.F.	\$ 40.50		\$ 9,517.50
6.	Select Bedding for Sewer (If Needed)	315	L.F.	\$ 7.20	\$ 2,268.00	
8.	Asphalt Repair	10.10	S.Y.	\$ 180.00		\$ 1,818.00
9.	Concrete Repair (Driveways)	50	S.Y.	\$ 90.00	\$ 4,500.00	
10.	Concrete Repair (Sidewalks)	51.11	S.Y.	\$ 78.00	\$ 3,986.58	
12.	Maintenance Gravel	20	S.Y.	\$ 18.00	\$ 360.00	
13.	Furnish & Install Sewer Sentry	1	EA.	\$ 570.00		\$ 570.00
14.	Adding Flowable Fill to Exist. Force Main	92	L.F.	\$ 4.00	\$ 368.00	
16.	Construction Allowance	0.69	L.S.	\$ 10,000.00	\$ 3,092.33	
* A Portion (\$6,907.67) of the Construction Allowance Was Used to Pay for Some Unknown Items (See Attached)						
TOTAL CHANGE ORDER AMOUNTS					\$ 20,373.71	\$ 11,905.50
THIS CHANGE ORDER RESULTS IN A NET DECREASE TO THE CONTRACT AMOUNT OF					\$ (8,468.21)	

Chris Patrick

From: David Farrar <David.Farrar@dmbarron.com>
Sent: Tuesday, July 28, 2020 2:36 PM
To: Chris Patrick
Subject: Pargoud Lift Station Force Main Replacement - Items Paid out of the Construction Allowance
Attachments: Message from "RNP5838793AB2C0"

Chris,

The items and amounts paid out of the construction allowance are as follows:

Date	Description	Amount
06/24/2019	Abandon Existing Conflict Box	\$ 589.03
07/24/2019	Offset for ARV	\$ 676.90
07/25/2019	Add 90's for Tie-In @ Lift Station	\$ 416.26
10/02/2019	Plugging Existing Force Main	\$2,953.28
	Total	\$6,907.67

I've attached a copy of the e-mails I sent on the dates above to you and Arthur. Let me know if you need anything else.
Thanks,

David C. Farrar

Executive Vice President
Don M. Barron Contractor, Inc.
P.O. Drawer 399
Farmerville, LA 71241
Phone: (318) 368 2622 Ext. 11
Mobile: (318) 548 2559

David Farrar

From: David Farrar
Sent: Monday, August 26, 2019 3:18 PM
To: Arthur Holland
Cc: Ronald E. White; Chris Patrick
Subject: Pargoud Lift Station Force Main Relocation Project - City of Monroe, LA/August Quantities

Arthur,

The quantities I have so far from Kevin this month are as follows:

Asphalt Repair – 35.10 sy
Air Release Valve – 1 ea.

We have the following change order items:

1. Abandon Existing Conflict Box.....\$ 589.03
2. Offset for ARV.....\$ 676.90
3. Add 90 degree bends for Tie-In @ Station.....\$ 416.26
4. Curb & Gutter.....\$2,272.20

Total Misc. Construction Allowance \$3,954.39

There is some sidewalk/driveway areas for which the square yardage needs to be calculated, and you said you would pay the Maintenance Gravel pay item in full to take care of the stone that was purchased.

This should wrap up everything with the exception of grouting the existing force main.

Let me know if you are in agreement with this and I'll do payment request no. three(3) this week and send it over to Ron and Chris.

Thanks,
David C. Farrar
Executive Vice President
Don M. Barron Contractor, Inc.
P.O. Drawer 399
Farmerville, LA 71241
Phone: (318) 368 2622 Ext. 11
Mobile: (318) 548 2559

David Farrar

From: David Farrar
Sent: Wednesday, October 02, 2019 1:50 PM
To: Chris Patrick; Arthur Holland
Cc: Ronald E. White; larryrussell45@gmail.com
Subject: FW: Pargoud Lift Station Force Main Relocation Project - City of Monroe, LA/Plugging Existing Force Main
Attachments: 2019100213490736.pdf

Chris/Arthur,

Attached is the cost breakdown associated with plugging the existing force main. The line was cut and capped at lift station and just south of the last existing air release valve(ARV). This completes all of the work associated with this project that we are allowed to do at this time.

Sincerely,

David C. Farrar
Executive Vice President
Don M. Barron Contractor, Inc.
P.O. Drawer 399
Farmerville, LA 71241
Phone: (318) 368 2622 Ext. 11
Mobile: (318) 548 2559

-----Original Message-----

From: Scanner <scanner@dmbarron.com>
Sent: Wednesday, October 02, 2019 1:45 PM
To: David Farrar <David.Farrar@dmbarron.com>
Subject: Message from "RNP0026738CCAC9"

This E-mail was sent from "RNP0026738CCAC9" (MP C3503).

Scan Date: 10.02.2019 13:49:07 (-0400)
Queries to: scanner@dmbarron.com

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 FRIDAY ELLIS, MAYOR, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE US 165 TURN LANES AT VENABLE AND VENABLE LANE RECONSTRUCTION CONTRACT, BETWEEN THE CITY OF MONROE AND AMETHYST CONSTRUCTION, INC., FOR VARIOUS CHANGES TO THE WORK WITH NO NET CHANGE IN COST 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 Friday Ellis, Mayor, be and he is hereby authorized to execute Change Order No. One (1) between the City of Monroe and Amethyst Construction, Inc., for various changes to the work with no net change in cost.

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 _____, 2020.

CHAIRMAN

CITY CLERK

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

An amendment to the Zoning Map to zone a ±1.83-acre tract of land presently located in Ouachita Parish from B-3, General Business/Commercial District to B-2, Neighborhood Business District to construct a multi-family residential structure with retail and offices, and is more particularly described as follows:

1001 DeSiard Street, 430 Adams Street and Lots 1-5, the west 10' of Lot 7, Lots 8 – 9 and the east 10' of Lot 10, Square 38, Filhiols 1 Addition.

APPLICANT: Tenth Street Properties, LLC (MA 103-20)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-0-1 vote with the condition that the Board of Adjustment approves the variance request to reduce the minimum acreage required to rezone a commercial property from 3 acres to ±1.83 acres. The old Miller Roy Building is being renovated and proposed for multi-family housing. A four (4) story building is being proposed to be constructed next to the Miller Roy Building and will contain multi-family housing. The two buildings may include retail and office space. The existing B-3, General Business/Commercial District does not allow for this type of use. The B-2, Neighborhood Business District is the appropriate zoning district for multi-family housing, retail and offices.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the

same are hereby amended to zone the ±1.83 acres previously described to B-2, Neighborhood Business District, with Board of Adjustment approval on the reduced acreage, as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 11th day of August 2020.
NOTICE PUBLISHED on the _____ day of _____ 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 3, 2020

City Hall

Monroe, Louisiana

RE: MA 103-2020

APPLICANT: Tenth Street Properties, LLC

MOTIONED BY: Mr. Carday Marshall

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area *are* sufficient to justify the above request to rezone a 1.83 acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the B- (Neighborhood Business) District, contingent upon decision from the Board of Adjustments at the Monday August 10, 2020 meeting. This site is located at 1001 Louisville Avenue. The commission recommends this application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: MA 103-20
NAME OF APPLICANT: TENTH STREET PROPERTIES, LLC
SITE ADDRESS: 1001 DESIARD STREET, 430 ADAMS STREET, and Lots 1-5, the west 10' of Lot 7, Lots 8-9 and the east 10' of Lot 10. Square 38, Filhiol's First Addition.

COUNCIL DISTRICT: 3

REQUEST: This is a request to rezone a 1.83-acre (more or less) tract of land from B-3, General Business/Commercial District to B-2, Neighborhood Business District and located at 1001 DeSiard Street, 430 Adams Street and Lots 1-5, the west 10' of Lot 7, Lots 8-9 and the east 10' of Lot 10, Square 38, Filhiol's First Addition.

PURPOSE OF REQUEST: The purpose of the request is to be able to operate the existing building and proposed buildings for multi-family housing, retail and offices.

SIZE OF PROPERTY: 1.83 acres (more or less)

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

PRESENT USE: Vacant structure and land.

MOST NEARLY BOUNDED BY (STREETS): North of and adjacent to DeSiard Street; south of Adams Street; east of N 9th Street and west of N 11th Street.

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

ADVERSE INFLUENCES: Changing the zoning again on land recently rezoned.

POSITIVE INFLUENCES: The rezoning would allow the applicant to operate the location as multi-family housing.

COMPREHENSIVE PLAN: The Future Land Use map shows this area as Medium Intensity Mixed Use. This is a generalized future land use category that encourages a mix of residential and commercial development that emphasizes live-work spaces and more dense development in areas such as downtown Monroe.

**COMMENTS/
RECOMMENDATIONS:**

The applicant recently requested the property be rezoned from B-1, Neighborhood Mixed Use District to B-3, General Business/Commercial District in order to convert an existing building to elderly/retirement housing as well as some retail and offices. The B-3 zoning would allow these uses. The rezoning was approved by the Planning Commission and City Council.

The applicant now wishes to develop multi-family housing that would include retired tenants as well as those on low to moderate income. Offices and retail would still be included. The B-3 General Business/Commercial District does not allow for multi-family housing but does allow for the offices and retail uses.

The applicant does not have the required acreage to rezone the properties to B-2, Neighborhood Business District. There is an application that will be before the Board of Adjustment that will be reviewed at their regularly scheduled meeting on August 10th which is next Monday.

Approval of this request should be contingent on the Board of Adjustment approving the variance at their meeting next week.

OPTIONS:

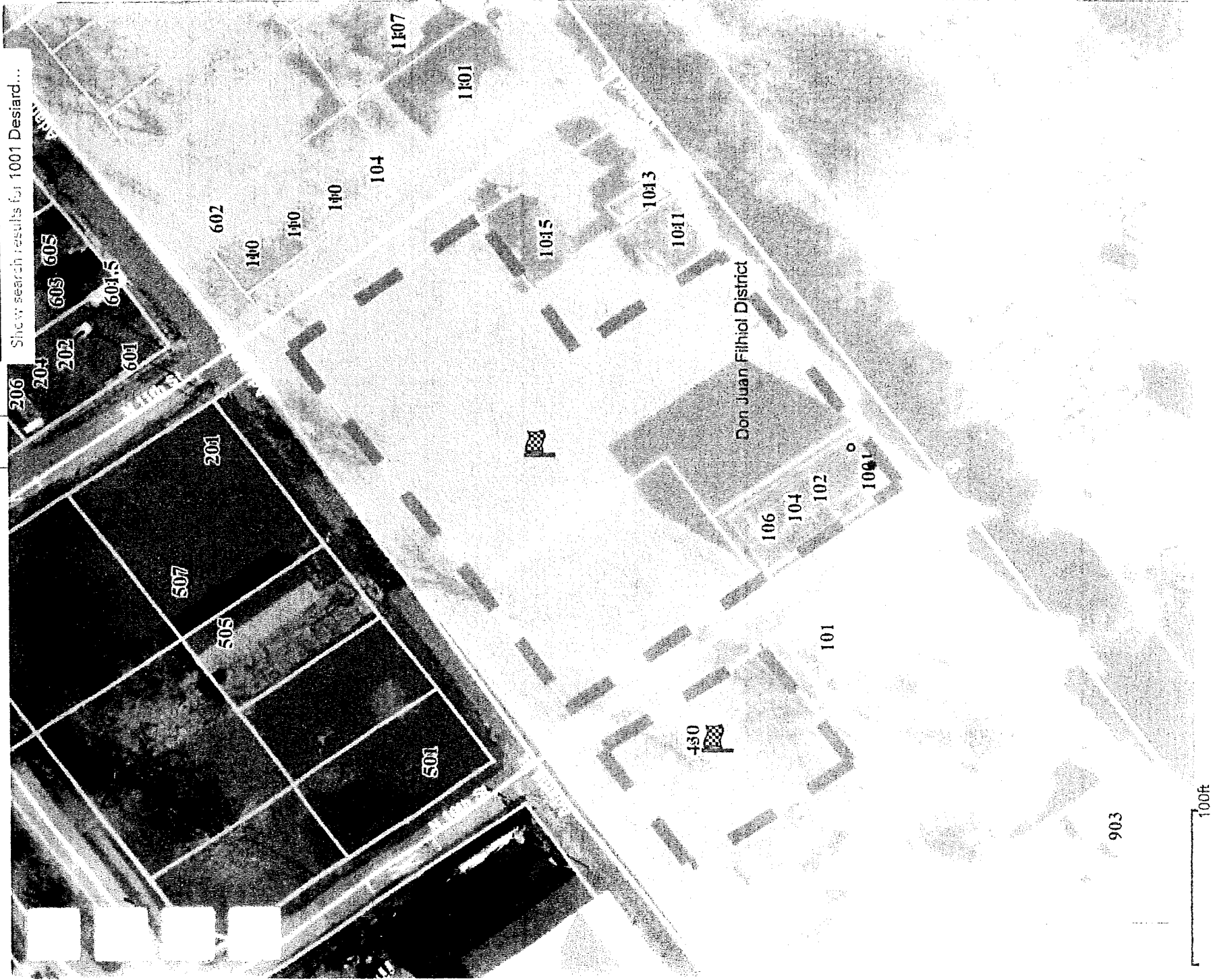
1. Approve the applicant's request to rezone a 1.83-acre tract (more or less) of land to B-2, Neighborhood Business District **contingent upon the Board of Adjustment approving the variance request for less acreage than what is required for a rezoning.**
2. Deny the applicant's request to zone a 1.83-acre tract (more or less) of land to B-2, Neighborhood Business District.

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

- (1) The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- (2) The proposed map amendment is consistent with the adjacent zoning classifications and uses.

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

Show search results for 1001 Desiard...



STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPoreal POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO SONYA L. MUHAMMAD ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 4, SQ 10, BOOKER T. WASHINGTON ADDITION, OUACHITA PARISH, 1006 POWELL AVE., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 6, 2012, AND FURTHER WITH RESPECT THERETO

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

Lot 10, SQ. 4, BTW Addition
1006 Powell Ave.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #52233

was adjudicated to the City of Monroe, Louisiana for non-payment of 2011 Ad Valorem Taxes by Adjudication Deed dated and filed July 6, 2012 in Conveyance Book 2295 at page 259 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2011 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against John W. Maxey, and

WHEREAS, the City of Monroe has made efforts to contact John W. Maxey by registered mail and notification published in the News Star with response that he does not wish to redeem, and

WHEREAS, Sonya L. Muhammad wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Sonya L. Muhammad has paid One Thousand Six Hundred eighty-two and 50/100 (\$1,682.50) which includes One Thousand Seventy-five and 75/100 (\$1,075.75) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact John W. Maxey with response that he does not wish to redeem; the City of Monroe desires to sell to Sonya L. Muhammad the property described as follows:

Lot 10, SQ. 4, BTW Addition
1006 Powell Ave.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #52233

ORDINANCE INTRODUCED on the ____ day of August 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO SONYA L. MUHAMMAD ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 2, SQ 10, BOOKER T. WASHINGTON ADDITION, OUACHITA PARISH, 1002 POWELL AVE., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 1, 2011, AND FURTHER WITH RESPECT THERETO

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

Lot 2, SQ. 10, BTW Addition
1002 Powell Ave.

District 3

Ouachita Parish, Monroe, Louisiana
Parcel #42889

was adjudicated to the City of Monroe, Louisiana for non-payment of 2010 Ad Valorem Taxes by Adjudication Deed dated and filed July 1, 2011 in Conveyance Book 2254 at page 300 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2010 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Grady and Eugenia Givens, and

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

WHEREAS, Sonya L. Muhammad wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Sonya L. Muhammad has paid Two Thousand Seven Hundred Ten and 89/100 (\$2,710.89) which includes Two Thousand One Hundred Four and 14/100 (\$2,104.14606.75) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Donald and Eugenia Givens with no response; the City of Monroe desires to sell to Sonya L. Muhammad the property described as follows:

Lot 2, SQ. 10, BTW Addition
1002 Powell Ave.

District 3

Ouachita Parish, Monroe, Louisiana
Parcel #42889

ORDINANCE INTRODUCED on the ____ day of August 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE ACCEPTING THE DONATION OF REAL PROPERTY INTO THE CITY OF MONROE FROM PETERS FAMILY URBAN PROPERTIES, LLC AND OSPREY PROPERTIES, LLC, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe is in need of the property described hereinbelow for water and sewer purposes; and

WHEREAS, Peters Family Urban Properties, LLC and Osprey Properties, LLC, are the owners of the property described hereinbelow and wish to donate to the City of Monroe for the mutual benefits to be derived from the Act of Donation; and

WHEREAS, the Property Description is as follows, to-wit:

LEGAL DESCRIPTION
WATER EASEMENT DESCRIPTION
(0.009 ACRES)

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

BEGINNING at a found 1/2" iron rod at the Northwest corner of that certain tract of land belonging to Donald C. Fowler as recorded in Conveyance Book 2299, Page 70 of the Records of Ouachita Parish, Louisiana, said corner being on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 8.37 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 15.00 feet to a set 1/2" iron rod; thence, run N08°56'00"E, a distance of 1.63 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 24.78 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the North line of said Fowler tract; thence, run N81°04'00"W, along the North line of said Fowler tract, a distance of 39.78 feet back to the POINT OF BEGINNING and containing 0.009 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

And

SEWER EASEMENT DESCRIPTION
(0.157 ACRES)

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

COMMENCE at a found 5/8" iron rod at the Northeast corner of Lot 3 of Tower Medical Park being a Re-subdivision of Lots 1-11 as recorded in Plat Book 24, Page 95 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, a distance of 60.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING; thence, continue S81°04'00"E, along the Easterly right-of-

way line of Tower Drive, a distance of 179.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod; thence, run N81°04'00"W, a distance of 169.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 374.98 feet to a set 1/2" iron rod; thence, run S15°19'48"W, a distance of 170.35 feet to a set 1/2" iron rod on the east line of an existing 30 foot drainage servitude; thence, run N08°56'00"E, along the east line of said existing 30 foot drainage servitude, a distance of 83.98 feet to a set 1/2" iron rod on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N15°19'48"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 86.41 feet to a set 1/2" iron rod; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 384.42 feet back to the POINT OF BEGINNING and containing 0.157 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the donation of immovable property from Peters Family Urban Properties, LLC and Osprey Properties, LLC to the City of Monroe, a copy of the Act of Donation of Immovable Property attached hereto, be and the same are hereby accepted.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and he is hereby duly authorized to accept this Donation on behalf of the City of Monroe.

This Ordinance was introduced on the ____ day of July 2020.

Notice published on the ____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2020.

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CHAIRMAN

STATE OF LOUISIANA
PARISH OF OUACHITA

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this _____ on _____, 2020,

before me, the undersigned Notary Public, and in the presence of the undersigned two witnesses personally came and appeared:

PETERS FAMILY URBAN PROPERTIES, LLC, represented herein by its Manager, Benjamin M. Peters, Sr., whose mailing address is 3209 Armand St., Monroe, Louisiana, 71201

AND

OSPREY PROPERTIES, LLC, represented herein by its Agent, Benjamin M. Peters, Sr., whose mailing address is 3209 Armand St., Monroe, LA 71201, hereinafter sometimes called "**DONORS**";

Donors do hereby by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property, the Donors do hereby these presents irrevocably give, grant and donate a ten (10) foot Water and Sewer Easement for installation of one (1) twelve inch (12") potable water line and appurtenances and installation of one (1) eight inch (8") ASTM D3034 gravity sanitary sewer line, manholes, and appurtenances only over the property described below and as described in the attached plat of dedication titled Exhibit A, unto:

THE CITY OF MONROE LOUISIANA, a political subdivision of the State of Louisiana herein represented by Friday Ellis, Mayor, duly authorized to appear herein and to accept this donation on behalf of Donee by Ordinance _____ adopted by the City Council of the City of Monroe, Louisiana, _____, a certified copy of which is attached hereto, hereinafter referred to as "**DONEE**".

The property donated herein is described as follows and a plat of the property is attached as Exhibit "A":

**WATER EASEMENT DESCRIPTION
(0.009 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

BEGINNING at a found 1/2" iron rod at the Northwest corner of that certain tract of land belonging to Donald C. Fowler as recorded in Conveyance Book 2299, Page 70 of the Records of Ouachita Parish, Louisiana, said corner being on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 8.37 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 15.00 feet to a set 1/2" iron rod; thence, run N08°56'00"E, a distance of 1.63 feet to a set 1/2" iron rod; thence, run S81°04'00"E, a distance of 24.78 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the North line of said Fowler tract; thence, run N81°04'00"W, along the North line of said Fowler tract, a distance of 39.78 feet back to the POINT OF

BEGINNING and containing 0.009 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

And

**SEWER EASEMENT DESCRIPTION
(0.157 ACRES)**

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

COMMENCE at a found 5/8" iron rod at the Northeast corner of Lot 3 of Tower Medical Park being a Resubdivision of Lots 1-11 as recorded in Plat Book 24, Page 95 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, a distance of 60.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING; thence, continue S81°04'00"E, along the Easterly right-of-way line of Tower Drive, a distance of 179.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod; thence, run N81°04'00"W, a distance of 169.86 feet to a set 1/2" iron rod; thence, run S08°56'00"W, a distance of 374.98 feet to a set 1/2" iron rod; thence, run S15°19'48"W, a distance of 170.35 feet to a set 1/2" iron rod on the east line of an existing 30 foot drainage servitude; thence, run N08°56'00"E, along the east line of said existing 30 foot drainage servitude, a distance of 83.98 feet to a set 1/2" iron rod on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N15°19'48"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 86.41 feet to a set 1/2" iron rod; thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 384.42 feet back to the POINT OF BEGINNING and containing 0.157 acres, more or less, and being subject to any rights-of-way or servitudes in use or of record.

Donee accepts said property in its present state and condition and agrees that any foundations, concrete work or other moveable property located thereon shall be removed by the Donee at its expense should it so desire to do so.

THUS DONE AND SIGNED by Benjamin M. Peters, Sr., Manager and/or Agent of **Peters Family Urban Properties, LLC and Osprey Properties, LLC**, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in _____, on this _____ day of _____, 2020.

WITNESSES:

**PETERS FAMILY URBAN
PROPERTIES, LLC**

By: _____ **Benjamin M. Peters, Sr. – Manager**

NOTARY PUBLIC
Print Name: _____
Notary Number _____

THUS DONE AND SIGNED by Benjamin M. Peters, Sr., Manager and/or Agent of
Peters Family Urban Properties, LLC and Osprey Properties, LLC , before me the
undersigned Notary Public and in the presence of these undersigned two competent witnesses at
my office in _____, on this _____ day of _____, 2020.

WITNESSES:

OSPREY PROPERTIES, LLC

By: _____
Benjamin M. Peters, Sr. – Agent

NOTARY PUBLIC
Print Name: _____
Notary Number: _____

THUS DONE, SIGNED AND ACCEPTED by the City of Monroe, Louisiana, at
Monroe, Louisiana, this _____ day of _____, 2020.

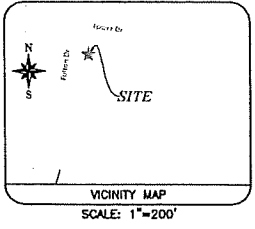
WITNESSES:

CITY OF MONROE, LOUISIANA

By: _____
Friday Ellis, Mayor

NOTARY PUBLIC
Print Name: _____
Notary Number: _____

LAND DISTRICT NORTH OF RED RIVER
SECTION 73, T18N-R4E
OUACHITA PARISH, LOUISIANA



WATER EASEMENT DESCRIPTION
(0.066 ACRES)

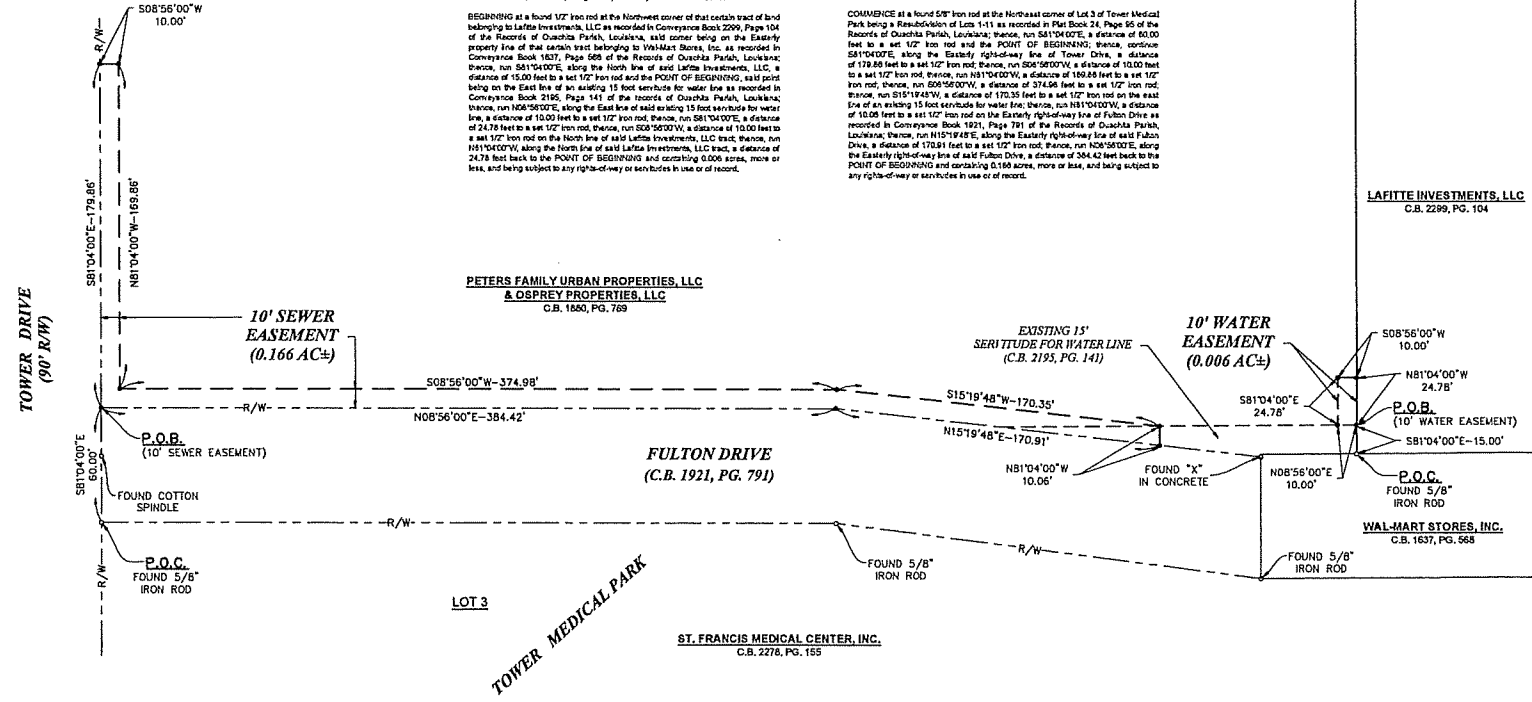
A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

BEGINNING at a found 1/2" iron rod at the Northwest corner of that certain tract of land belonging to Lafitte Investments, LLC as recorded in Conveyance Book 2209, Page 104 of the Records of Ouachita Parish, Louisiana, said corner being on the Easterly property line of that certain tract belonging to Walmart Stores, Inc. as recorded in Conveyance Book 1637, Page 568 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, along the North line of said Lafitte Investments, LLC, a distance of 15.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING, said point being on the East line of an existing 15 foot servitude for water line as recorded in Conveyance Book 2195, Page 141 of the Records of Ouachita Parish, Louisiana; thence, run N08°56'00"E, along the East line of said existing 15 foot servitude for water line, a distance of 10.00 feet to a set 1/2" iron rod, thence, run S81°04'00"E, a distance of 24.78 feet to a set 1/2" iron rod, thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod, thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the North line of said Lafitte Investments, LLC tract, thence, run N81°04'00"W, along the North line of said Lafitte Investments, LLC tract, a distance of 24.78 feet back to the POINT OF BEGINNING and containing 0.066 acres, more or less, and being subject to any right-of-way or servitudes in use or of record.

SEWER EASEMENT DESCRIPTION
(0.166 ACRES)

A certain tract of land situated in Section 73, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows:

COMMENCE at a found 5/8" iron rod at the Northeast corner of Lot 3 of Tower Medical Park being a Resubdivision of Lots 1-11 as recorded in Plat Book 24, Page 95 of the Records of Ouachita Parish, Louisiana; thence, run S81°04'00"E, a distance of 80.00 feet to a set 1/2" iron rod and the POINT OF BEGINNING, thence, run S81°04'00"E, along the Easterly right-of-way line of Tower Drive, a distance of 176.88 feet to a set 1/2" iron rod, thence, run S08°56'00"W, a distance of 10.00 feet to a set 1/2" iron rod, thence, run N81°04'00"W, a distance of 180.48 feet to a set 1/2" iron rod, thence, run S08°56'00"W, a distance of 374.98 feet to a set 1/2" iron rod, thence, run S15°19'48"W, a distance of 170.35 feet to a set 1/2" iron rod on the east line of an existing 15 foot servitude for water line; thence, run N81°04'00"W, a distance of 10.00 feet to a set 1/2" iron rod on the Easterly right-of-way line of Fulton Drive as recorded in Conveyance Book 1921, Page 791 of the Records of Ouachita Parish, Louisiana; thence, run N15°19'48"E, along the Easterly right-of-way line of Fulton Drive, a distance of 170.91 feet to a set 1/2" iron rod, thence, run N08°56'00"E, along the Easterly right-of-way line of said Fulton Drive, a distance of 384.42 feet back to the POINT OF BEGINNING and containing 0.166 acres, more or less, and being subject to any right-of-way or servitudes in use or of record.



LAFITTE INVESTMENTS, LLC
C.B. 2209, PG. 104

PETERS FAMILY URBAN PROPERTIES, LLC
& OSPREY PROPERTIES, LLC
C.B. 1660, PG. 769

FULTON DRIVE
(C.B. 1921, PG. 791)

LOT 3

TOWER MEDICAL PARK

ST. FRANCIS MEDICAL CENTER, INC.
C.B. 2276, PG. 155

WAL-MART STORES, INC.
C.B. 1637, PG. 568

DEDICATION
STATE OF LOUISIANA
PARISH OF OUACHITA

Before me, the undersigned Notary Public, personally came and appeared:

PETERS FAMILY URBAN PROPERTIES, LLC & OSPREY PROPERTIES, LLC represented by BENJAMIN M. PETERS, SR., as Manager and Agent, respectively, who declares and acknowledges that they are the owners of the property herein shown, and dedicate and donate the easements for water and sewer purposes only, as shown, to the public.

10' foot Water Easement - as shown on this plat for the purpose of laying, construction, reconstruction, install, replace, operate, maintain, access, inspect, protect, repair and abandon in place, only after providing Grantor or its successors or assigns, with a recordable termination and release of said easement, one (1) twelve inch (12") potable water line and appurtenances.

10' foot Sewer Easement - as shown on this plat for the purpose of laying, construction, reconstruction, install, replace, operate, maintain, access, inspect, protect, repair and abandon in place, only after providing Grantor or its successors or assigns, with a recordable termination and release of said easement, one (1) eight inch (8") ASTM D3034 gravity sanitary sewer line, manholes, and appurtenances only. The Donee acknowledges it will not allow usage by third parties that would prevent Donor's future use.

THIS DONE AND SIGNED at Monroe, Louisiana, on this the _____ day of _____, 2020 in the presence of the undersigned competent witnesses and me, said Notary Public.

WITNESSES: PETERS FAMILY URBAN PROPERTIES, LLC
By: BENJAMIN M. PETERS, SR., MANAGER
OSPREY PROPERTIES, LLC
By: BENJAMIN M. PETERS, SR., AGENT

Notary Public Date _____
Printed Name _____

PLAT APPROVAL

CITY ENGINEER
CITY OF MONROE, LOUISIANA
DATE: _____

PLANNING COMMISSION
CITY OF MONROE, LOUISIANA
DATE: _____

PRELIMINARY

This document is not to be used for construction, listing, recording, conveyance, sale, or as the basis for the issuance of a permit.

Prepared by: *[Signature]* License No. 4558

S. E. HUEY CO.
1111 N. 18th Street, Monroe, Louisiana 71201 PH: 338-323-1151

CITY OF MONROE
PLAT OF DEDICATION
10' SEWER EASEMENT
& 10' WATER EASEMENT

SITUATED IN
SECTION 73, T18N-R4E
OUACHITA PARISH, LOUISIANA

S. E. Huey Co.
ENGINEERING ARCHITECTURE SURVEYING
1111 N. 18th Street, Monroe, LA 71201 PH: 338-323-1151

SCALE: 1" = 30'
DATE: 7/22/20
DRAWN BY: JMK
CHECKED BY: AWB
TRACED BY: _____
APPROVED BY: _____

DRAWING NO. 209731-1

SURVEY NOTES

1) LEGEND:
o - MONUMENTATION FOUND AS NOTED
- MONUMENTATION SET AS NOTED (1/2" IR TYPICAL)
P.O.B. - RECORD POINT OF BEGINNING
P.O.C. - RECORD POINT OF COMMENCEMENT
--- EXISTING RIGHT-OF-WAY
--- LIMITS OF EASEMENT

2) REFERENCE:
TOWER MEDICAL PARK, BEING A RESUBDIVISION OF LOTS 1-11 OF TOWER DEVELOPMENT, SITUATED IN A PORTION OF HANCOCK PLANTATION, SECTIONS 53 & 73, T18N-R4E, OUACHITA PARISH, LOUISIANA BY S.E. HUEY CO., P.L.S. #4558, RECORDED IN PLAT BOOK 24, PAGE 95 OF THE RECORDS OF OUACHITA PARISH, LOUISIANA.

SCALE: 1" = 30'

EXHIBIT
A

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE ACCEPTING THE DONATION OF REAL PROPERTY INTO THE CITY OF MONROE FROM THE MONROE CITY SCHOOL BOARD, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe is in need of the property described hereinbelow for the construction of the Parkview & Ruffin Drive Water Main Project; and

WHEREAS, the Monroe City School Board is the owner of the property shown on Exhibit "A" attached hereto and made a part hereof and the Monroe City School Board wishes to donate to the City of Monroe for the mutual benefits to be derived from the Act of Donation; and

WHEREAS, the Property Description is as follows, to-wit:

See Exhibit "A"

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the donation of immovable property from the Monroe City School Board to the City of Monroe, a copy of the Act of Donation of Immovable Property attached hereto, be and the same are hereby accepted.

BE IT FURTHER ORDAINED that Friday Ellis, Mayor, be and he is hereby duly authorized to accept this Donation on behalf of the City of Monroe.

This Ordinance was introduced on the ____ day of July 2020.

Notice published on the ____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2020.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

1007-1-146

- 1) LEGEND:
- - - - - MONUMENTATION FOUND AS NOTED (1/2" IN.)
 - - - - - EXISTING RIGHT-OF-WAY
 - - - - - UTILITY EASEMENT
 - - - - - VENTRY EASEMENT
- 2) REFERENCED PLAT OF RECORDS:
- PLAT OF PARKWAY SUBDIVISION, UNIT NO. 1, BY LESTER D. BOGGS, L.C.E. # 4199, DATED JANUARY, 1939, RECORDED IN PARISH COMMISSION
 - PLAT BOOK 16, PAGE 10 OF THE RECORDS OF QUADRA
- 3) NO TIME RESEARCH WAS PERFORMED FOR THE EXISTING RIGHTS-OF-WAY, EASEMENTS AND/OR SURVEYS OF RECORD THAT MAY AFFECT THIS SURVEY.



CERTIFICATION

This is to certify that the survey depicted herein is based on a correct and true survey conducted in accordance with the provisions of the Act of the Louisiana Legislature, No. 177, of the Louisiana Legislature, passed August 11, 1910, and the Act of the Louisiana Legislature, No. 177, of the Louisiana Legislature, passed August 11, 1910.

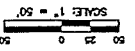
STATE OF LOUISIANA
PROFESSIONAL ENGINEER
NO. 128
DAVID S. BROWN, P.E.

DATE 4/7/2018	ISSUED BY
DATE 4/7/2018	APPROVED BY
DRAWING NO. 199073-2	

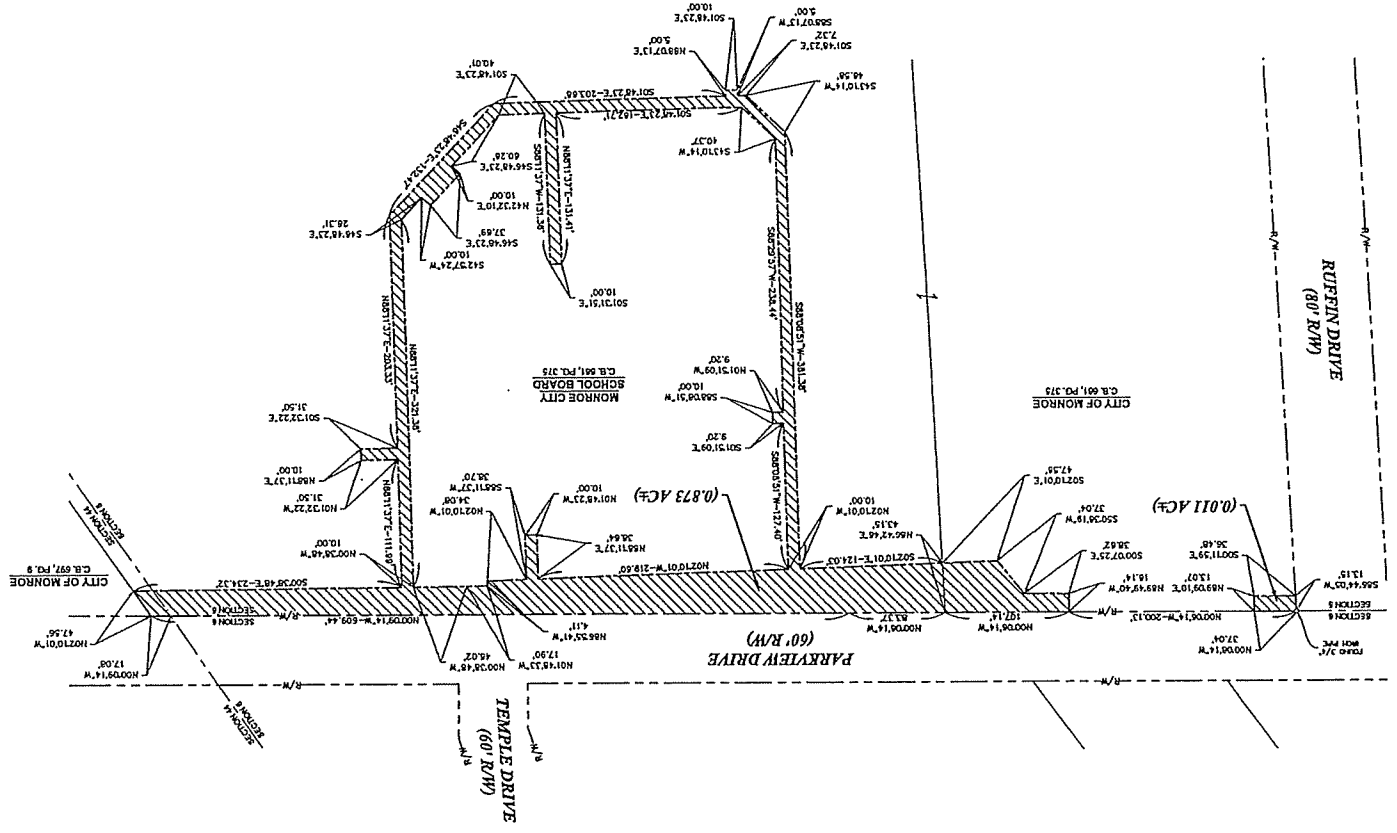
S. E. Huey Co.
 ENGINEERING ARCHITECTURE SURVEYING

PLAT OF SURVEY
 SECTIONS 5 & 44, T17N-R4E
 SITUATED IN
 OUCHITA PARISH, LOUISIANA

UTILITY EASEMENT



SURVEY NOTES



PLAT APPROVAL

CITY ENGINEER	DATE:
CITY OF MONROE, LOUISIANA	
CITY ENGINEER	DATE:
CITY OF MONROE, LOUISIANA	

WITNESSES:

Printed Name	Address	Date
Dr. Brent Verdon - Superintendent	Monroe City School Board	3/15/20
Dr. Brent Verdon - Superintendent	Monroe City School Board	3/15/20

Monroe City School Board
 represented by Dr. Brent Verdon who declares and acknowledges that they are the owners of the property herein shown and dedicate the easement for utility purposes to the public, and dedicate the same to the City of Monroe, Louisiana, for the use and enjoyment of the public. Before me, the undersigned Notary Public, personally came and appeared Dr. Brent Verdon and Mr. David Huey Public, witnesses and they, said Notary Public.

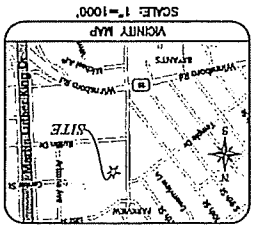
THIS DONE AND SIGNED at Monroe, Louisiana, on this 15th day of March, 2020 in the presence of the undersigned competent Notary Public, David S. Brown, P.E.

DEPARTMENT OF LAND AND WATER CONSERVATION
 STATE OF LOUISIANA
 MONROE COUNTY
 MONROE, LOUISIANA

**LAND DISTRICT NORTH OF RED RIVER
 SECTIONS 5 & 44, T17N-R4E
 OUCHITA PARISH, LOUISIANA**

LAURENCE H. MOORE, INC.

Exhibit "A"



SCALE: 1"=1000'

STATE OF LOUISIANA
PARISH OF OUACHITA

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this _____, 2020,

before me, the undersigned Notary Public, and in the presence of the undersigned two witnesses personally came and appeared:

MONROE CITY SCHOOL BOARD, represented herein by Dr. Brent Vidrine, with a preferred mailing address of _____, Monroe, Louisiana, 71201, hereinafter sometimes called "Donor").

Donor does hereby by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property, the Donor does by these presents irrevocably give, grant and donate the property as per plat attached hereto and made a part hereof, and dedicate the easement for water system purposes to the public unto:

THE CITY OF MONROE LOUISIANA, a political subdivision of the State of Louisiana herein represented by Friday Ellis, Mayor, duly authorized to appear herein and to accept this donation on behalf of the City by Ordinance adopted by the City Council of the City of Monroe, Louisiana, a certified copy of which is attached hereto, hereinafter referred to as "Donee".

The property donated herein is described as follows:

See Attached Plat

Donee accepts said property in its present state and condition and agrees that any foundations, concrete work or other moveable property located thereon shall be removed by the Donee at its expense should it so desire to do so.

THUS DONE AND SIGNED by Dr. Brent Vidrine, representative of Monroe City School Board, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in _____, on this _____ day of _____, 2020.

WITNESSES:

MONROE CITY SCHOOL BOARD
Donor

By: **Dr. Brent Vidrine**

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF OUACHITA

THUS DONE, SIGNED AND ACCEPTED by the City of Monroe, Louisiana, at
Monroe, Louisiana, this ____ day of _____, 2020.

WITNESSES:

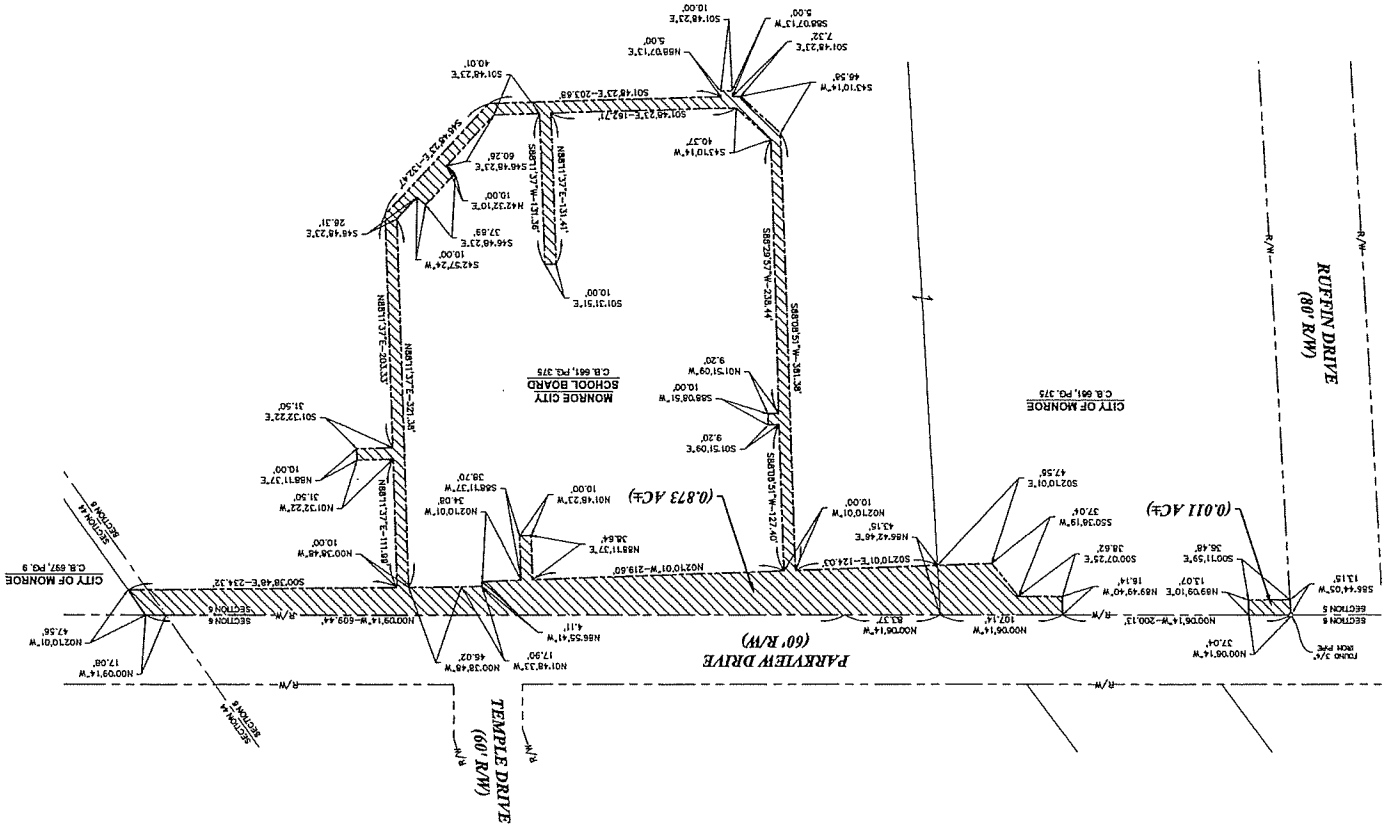
CITY OF MONROE

By: _____
Friday Ellis, Mayor

NOTARY PUBLIC

Exhibit "A"

LAND DISTRICT NORTH OF RED RIVER
 SECTIONS 5 & 44, 17N-84E
 OUACHITA PARISH, LOUISIANA



SURVEY NOTES

- 1) LEGEND:
 ○ - MONUMENTATION FOUND AS NOTED
 (1/2" L.H.)
 * - MONUMENTATION SET AS NOTED (1/2" L.H.)
 PLAT OF PARKVIEW SUBDIVISION, UNIT NO. 1, BY LESTER G. REAGAN, R.C.E. # 4199, DATED JANUARY, 1959, RECORDED IN PLAT BOOK 10, PAGE 10 OF THE RECORDS OF OUACHITA PARISH, LOUISIANA.
 --- EXISTING RIGHT-OF-WAY
 --- LIMITS OF EASEMENT
 ▨ - UTILITY EASEMENT
- 2) REFERENCED PLAT OF RECORD:
 PLAT OF PARKVIEW SUBDIVISION, UNIT NO. 1, BY LESTER G. REAGAN, R.C.E. # 4199, DATED JANUARY, 1959, RECORDED IN PLAT BOOK 10, PAGE 10 OF THE RECORDS OF OUACHITA PARISH, LOUISIANA.
- 3) NO FIELD RESEARCH WAS PERFORMED FOR AND/OR REMAINS OF RECORD THAT MAY AFFECT THIS PROPERTY.

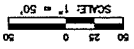


CERTIFICATION
 That in conformity with the Survey Law of Louisiana I have surveyed and laid out the above described tract of land in conformity with the laws of Louisiana and the rules and regulations of the State Board of Land Surveyors, and that the same are correct and true to the best of my knowledge and belief.
 JOHN E. BRAYNE, P.E. No. 1834

S. E. Huey Co.
 Surveyors - Architects - Engineers
 1111 W. MONROE LA 71401
 PLAT OF SURVEY
 SITED IN
 SECTIONS 5 & 44, 17N-84E
 OUACHITA PARISH, LOUISIANA

DATE: _____
 CITY ENGINEER
 CITY OF MONROE, LOUISIANA

DATE: _____
 PLANNING COMMISSION
 CITY OF MONROE, LOUISIANA



PLAT APPROVAL

DATE: _____
 CITY ENGINEER
 CITY OF MONROE, LOUISIANA

DATE: _____
 PLANNING COMMISSION
 CITY OF MONROE, LOUISIANA

DEPOSITION

I, _____, State of Louisiana Parish of Ouachita, do hereby certify that the foregoing plat of survey was prepared by me or under my direct supervision and that I am a duly qualified and licensed land surveyor in the State of Louisiana and that the same is correct and true to the best of my knowledge and belief.

WITNESSES:

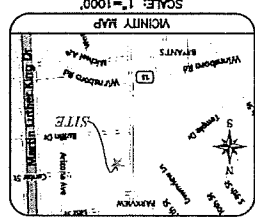
Printed Name	Witness	Date
Printed Name	Witness	Date
Printed Name	Witness	Date

By _____
 Monroe City School Board
 Dr. Grant Volz - Superintendent

THIS DONE AND SIGNED at Monroe, Louisiana, on this _____ day of _____, 2018 in the presence of the undersigned competent witnesses and me, said Notary Public.

Notary Public

Printed Name _____
 Date _____



STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPORAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO FRANKIE CLOMAN-EDWARDS ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 39, SQUARE 5, BLANKS ADDITION, OUACHITA PARISH, 802 CAMP ST. DISTRICT 5, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 17, 2001, AND FURTHER WITH RESPECT THERETO

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

Lot 39, Square 5, Blanks Addition
802 Camp St.
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #47544

was adjudicated to the City of Monroe, Louisiana for non-payment of 2000 Ad Valorem Taxes by Adjudication Deed dated and filed July 17, 2001 in Conveyance Book 1833 at page 341 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2000 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against the Clarice Johnson, and

WHEREAS, the City of Monroe has made efforts to contact Clarice Johnson by registered mail and notification published in the News Star. Ms. Clarice Johnson called the Legal Dept and said she did not wish to redeem and to go forward with the sale, and

WHEREAS, Frankie Cloman-Edwards wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Frankie Cloman-Edwards has paid Three Thousand Seven Hundred Seventy-one and 33/100 (\$3,771.33) which includes Three Thousand One Hundred Seventy-four and 58/100 (\$3,174.58) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Clarice Johnson with response that she does not wish to redeem; the City of Monroe desires to sell to Frankie Cloman-Edwards the property described as follows:

Lot 39, Square 5, Blanks Addition
802 Camp St.
District 5
Ouachita Parish, Monroe, Louisiana
Parcel #47544

ORDINANCE INTRODUCED on the ____ day of July 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

ORDINANCE ADOPTING THE AUTHORIZED MILLAGE RATE(S) AND PROVIDING FOR THE LEVYING OF SPECIAL AND GENERAL TAXES FOR THE CITY OF MONROE FOR THE YEAR 2020:

BE IT RESOLVED, that the following millage(s) are hereby levied on the 2020 tax roll on all property subject to taxation by the City of Monroe:

	MILLAGE
General Alimony	10.490 mills
Safety Services	1.070 mills
Recreation Facilities	1.890 mills
Police Department	1.510 mills
Fire Department	1.510 mills
L.A. Purchase Gardens & Zoo	2.510 mills
Civic Center Complex	2.510 mills
Drainage Facilities	1.320 mills
Capital Improvements	3.270 mills
Airport Improvements	1.010 mills
TOTAL	27.090 mills

BE IT FURTHER RESOLVED that the proper administrative officials of the Parish of Ouachita, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2020, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

THIS ORDINANCE WAS INTRODUCED on the _____ day of _____, 2020.

NOTICE PUBLISHED on the _____ day of _____, 2020.

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

YEAS:

NAYS:

ABSTAINED:

ABSENT:

And the Ordinance was declared adopted on the _____ day of _____, 2020.

City Clerk

Chairman

Mayor's Approval

Mayor's Veto

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Lease Agreement with Edge Holdings, LLC, as per the attached Lease.

ORDINANCE INTRODUCED on the _____ day of _____, 2020.

NOTICE PUBLISHED on the _____ day of _____, 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2019.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

June 11, 2020

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

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

Dear Mrs. Harrison:

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

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

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


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

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

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

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

Respectfully submitted,



Johnny Wade

STATE OF LOUISIANA
PARISH OF OUACHITA

ASSIGNMENT OF LEASE

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

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

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

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

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

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

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

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

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

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

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


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

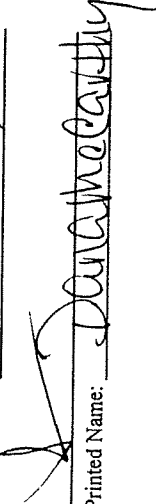
STATE OF LOUISIANA

PARISH OF Ouachita


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

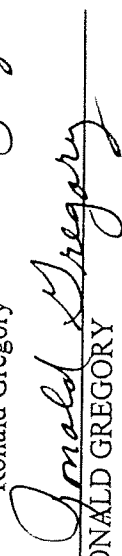
WITNESSES:


Printed Name: Harold H. Beck, Jr.


Printed Name: Dana McElathly

ROOFMASTERS, LLC

By: 
Ronald Gregory

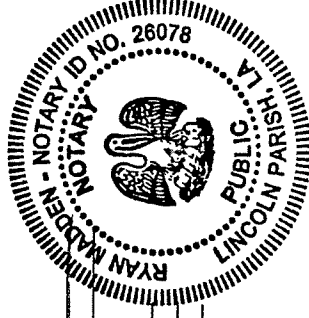

RONALD GREGORY


NOTARY PUBLIC

Print Name:

Bar Roll/Notary No. _____

My Commission Expires: _____




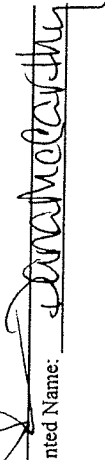
STATE OF LOUISIANA

PARISH OF OUACHITA

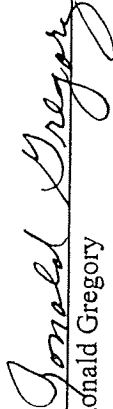
THUS DONE AND PASSED by ROOF MASTERS, LLC, ASSIGNEE, on this the 2ND day of MARCH, 2014, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.


WITNESSES:


Printed Name: Harold M. Book, Jr.


Printed Name: Dan McCarthy

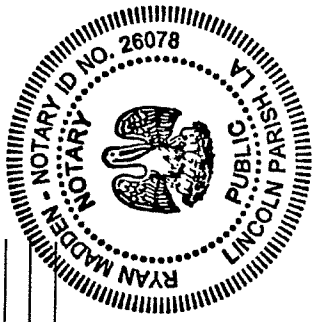
ROOF MASTERS, LLC

By: 
Ronald Gregory


RONALD GREGORY


NOTARY PUBLIC

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



RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. 6209

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

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

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

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

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

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

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

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

AYES: Armstrong, Erenast, Blake, Wilson + Clark

NAYS: None

ABSENT: None

And the Resolution was declared ADOPTED on the 8th day of April, 2014.


CHAIRMAN

Carolus S. Foley
CITY CLERK

LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned Notary Public, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the **CITY OF MONROE**, Louisiana herein represented by its Mayor, duly authorized to act herein, hereinafter called "LESSOR," and **EDGE HOLDINGS LLC**, whose permanent mailing address is P. O. Box 1337, West Monroe, LA 71294, herein represented by Marty Bass, Managing Member, hereinafter referred to as "LESSEE," who declared and acknowledged that they have entered into and does by these presents enter into a Lease Agreement and rent under and upon the terms, conditions and stipulations hereinafter set forth:

1.

PROPERTY LEASED

Lessor does hereby lease and let unto Lessee, and Lessee does hereby rent and lease from Lessor, the following described property located and situated at the Monroe Regional Airport (the "Airport") in the Parish of Ouachita, State of Louisiana, being within the City of Monroe, Louisiana, and also being a part of the Monroe Air Industrial Park commonly known as the South Hanger and shown on Exhibit A, more particularly described as follows, to-wit:

A certain 0.727 acre tract or parcel of land situated in Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being located at the Monroe Regional Airport and being more particularly described as follows:

Commencing at the Northeast corner of that tract of land on the south side of Construction Avenue conveyed to Bentz & Elmore in conveyance Book 1649, Page 804 of the Records of Ouachita Parish, Louisiana; thence North 82° 21' 37" East for a distance of 1149.78 feet to a Brass Cap Monument in the right-of-way of Squadron Road (coordinates North 6849.3393, East 9915.9758 per Survey of Industrial Park in Plat Book 15, Page 113); thence South 51° 30' 45" East for a distance of 2804.61 feet to the Northwest corner of an existing concrete ramp and the POINT OF BEGINNING; thence South 84° 33' 36" East for a distance of 160.00 feet; thence South 03° 56' 53" West for a distance of 198.00 feet; thence North 84° 33' 36" West for a distance of 160.00 feet; thence North 03° 56' 53" East for a distance of 198.00 feet to the POINT OF BEGINNING.
(Municipal address: 6301 Captain Guillory Drive, Monroe, Louisiana).

2.

TERM OF LEASE

This lease shall be for an initial term of ten (10) years, beginning on the 1st day of August, 2020, and ending on the 31st day of July, 2030. Lessee shall have the option to extend the lease term for an additional five (5) year period (the **‘First Option’**), prior to the expiration of the initial term. The First option shall be exercised only by written notice from Lessee to Lessor stating the intent of Lessee to exercise the First Option. Said written notice shall be given to Lessor no earlier than one (1) year prior to the expiration of the initial term and no later than ninety (90) days prior to the expiration of the initial term.

Should Lessee exercise the First Option, Lessor, in its sole discretion, has the right to grant to Lessee a second five (5) year option (the **‘Second Option’**) to extend the lease term. No earlier than one (1) year prior to the expiration of the First Option term and no later than (6) months prior to the expiration of the First Option term, Lessee shall notify Lessor that it desires to extend the lease for an additional five (5) years. Upon receiving such notice, Lessor, in its sole discretion, may elect to extend the Second Option to Lessee in writing no later than ninety (90) days prior to the expiration of the First Option term. If Lessor decides to grant the Second Option to Lessee, Lessee must accept the extension with thirty (30) days of receiving such notice.

3.

CONSIDERATION

The consideration for which the initial term of the ten (10) year lease is made and accepted is the sum of \$6,652.80 per year. The annual consideration equals to \$554.40 monthly. Following the first five-year period of the initial term and each five-year period thereafter, the consideration herein shall be adjusted in accordance with the Consumer Price Index (CPI) of the lease property.

Lessee shall be responsible for the upkeep and maintenance of all buildings and other improvements on the leased premises.

Lessee shall be responsible for all utilities, charges, and services to the leased premises.

4.

IMPROVEMENTS

Lessee may make improvements upon the property leased at the sole cost and expense of Lessee; provided, however, that prior written approval for the same has been obtained from Lessor, and said approval shall not be unreasonably withheld.

5.

LIENS AND PRIVILEGES

Lessee binds and obligates himself neither to permit nor allow any lien or privilege, including mechanics', materialman's and laborers' liens, or any mortgage or judgment to attach to or be filed against the leased premises or any improvements thereon, and in the event that such be allowed to be filed, Lessee agrees to bond out same immediately at Lessee's cost, either by cash bond or court approved surety bond.

6.

DEFAULT

In the event Lessee defaults in the payment of any installment of rent, as aforesaid, and on ten (10) days' written notice of demand for such past-due installment such default is not cured, any rental payments in arrears shall become due and payable in full, and in addition thereto, but not to the exclusion thereof, this lease shall be considered terminated in all respects and Lessor shall be entitled to immediate possession of the leased premises and all improvements thereon from Lessee, who agrees to peaceably vacate and surrender same. Lessee agrees to pay twenty-five percent (25%) of the amount due or TWO HUNDRED AND NO/100 (\$200.00) DOLLARS, whichever is greater, as attorney's fees, in the event this lease is placed in the hands of an attorney for collection or enforcement of any of its provisions.

7.

USE OF PREMISES

It is distinctly understood and agreed that the property leased herein shall be used by Lessee exclusively for aeronautical purposes. Should Lessee attempt to use said property for any other purpose or purposes without the written consent of Lessor and on ten (10) days' written notice of demand for the cessation of such use such use is not terminated, then this lease be ipso facto immediately terminated, and any rental payments in arrears shall become immediately due and owing, including attorney fees as herein stipulated.

8.

MINIMUM STANDARDS

Lessee agrees to restrict activities conducted on the leased premises to only those uses permitted under this lease and in accordance with all applicable laws, regulations, and standards, including any airport minimum standards promulgated by the City of Monroe. Lessee understands that applicable laws, regulations, and standards may change from time to time and Lessee agrees to adhere and comply to any such changes or updates that may be issued by the City of Monroe, the State of Louisiana, the federal government or any other agency or entity

supplying such standards. The City of Monroe specifically reserves its right to update its rules, regulations, and standards at any time and Lessee agrees to abide by any such changes made by the City of Monroe.

9.

AIRSPACE

That the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereinafter used, for navigation or flight the said airspace, and for the use of said airspace to land on, taking off from or operation on the Monroe Regional Airport.

10.

EASEMENT

That the Lessor reserves unto itself, its successors and assigns for the use and benefit of the public, a continuing right and easement over the real property hereinabove described to take such action as may be necessary to restrict the height of structures, objects of natural growth, and other obstructions to air navigation to a height of not more than 229 feet above mean sea level.

11.

APPEARANCE OF PREMISES

Lessee shall at all times maintain the leased premises in a neat, sanitary and safe condition. In the event Lessor notifies Lessee in writing of a condition which, in the opinion of the Lessor is conflict with the provisions of this paragraph, Lessee shall have thirty (30) days to rectify the condition to the satisfaction of the Lessor or, should such condition not be rectifiable within such timeframe, Lessee shall commence such rectification within thirty (30) days of receipt of notice. In the event Lessee fails to rectify the described situation to the satisfaction of the Lessor, the event shall be deemed a default pursuant to the terms of paragraph 6.

12.

CONDITION, MAINTENANCE & ALTERATION OF PREMISES

Lessee accepts the leased premises in an "as is where is" condition and assumes full responsibility therefor. Lessee shall be fully responsible at Lessee's expense for the general maintenance and repair of the leased premises including but not limited to all leasehold improvements, both interior and exterior of all buildings presently on the leased premises or planned to be made by Lessee to the leased premises. The term "general maintenance" as used herein shall mean preventative maintenance and repairs.

13.

INSURANCE

During the term of this Lease, Lessee shall maintain in full force and effect, policies of insurance as set forth hereinbelow, with limits of liability not less than the respective amounts hereinafter stated. Such insurance policies shall be carried by financially responsible insurance companies, licensed in the State of Louisiana, which are satisfactory to Lessor. Lessee shall submit to Lessor at the onset of this Agreement and throughout the term thereof, proper certifications that such insurance is in force, and will furnish additional certifications as evidence of changes in such insurance not less than ten (10) days prior to any such change if such change results in a reduction of coverages, and no more than five (5) days after such change if the change results in an increase in coverages. All policies required hereunder shall be endorsed to provide that cancellation by the insurer shall not be effective without one ten (10) day prior written notice to Lessor. Insurance policies requires, together with minimum limits of liability, are declared to be:

General Liability	\$1,000,000.00 per occurrence
Hangar-Keeper's Liability	Coverage required is based on the type of aircraft under custody of the business
Fire and Extended Coverage	Prescribed by the City of Monroe where applicable and appropriate

The City of Monroe may require that it, the officers, agents, and employees of same become additional named insureds.

14.

LIABILITY TO THIRD PARTIES

In accordance with the provisions of R.S. 9:3321, Lessee has assumed and by these presents does assume responsibility for the condition of the leased premises and Lessor shall not be liable for injury caused by any vice or defect therein to Lessee, its officers, agents or employees or to anyone on the leased premises by license of Lessee, its officers, agents or employees unless Lessor knew or should have known of any defective condition or received notice of such and failed to correct it.

15.

CANCELLATION OF LEASE BEFORE EXPIRATION OF TERM

Except as otherwise provided herein, in the event Lessee fails to meet any of its commitments under this lease, or in the event that Lessee shall enter into bankruptcy proceedings, voluntary or involuntary, under the provisions of Title 11 U.S.C.A., subsequent to the execution of this Lease, then, and in such event, Lessor shall have the right and authority to cancel this lease upon thirty (30) days' written notice to Lessee; provided, however, that this Lease shall not be terminated if Lessee cures such default within thirty (30) days of receipt of said written notice.

16.

STATUTES, ORDINANCES, RULES
REGULATIONS AND ACQUISITION DEED PROVISIONS

It is specifically understood that the property herein leased is situated at Monroe Regional Airport and that said Airport will be used by regularly scheduled commercial airlines, as well as by other aircraft, private, public and commercial, and that this lease and the use of the property herein leased shall at all times be subject to all of the rules and regulations of Federal Aviation Administration, and shall be subject to all rules and regulations made and established by the City of Monroe, Louisiana, or its duly authorized agents and employees concerning the use and occupancy of and operation at said field. Lessee shall also obey all the laws and ordinances of the United States, the State of Louisiana, and the City of Monroe in the conduct of its business on the leased premises. This lease and all provisions hereof shall be subject to and subordinate to any and all rights of the United States of America resulting from the terms and conditions set forth in the Deed of Acquisition by which the City of Monroe acquired title to Selman Field from the United States of America.

17.

ENVIRONMENTAL LIABILITY

Lessee shall only be liable to Lessor only for those environmental conditions which come into existence on or after the effective date of this lease and for which responsibility results from Lessee's occupancy and use under the terms of this lease from that date forward. Lessee shall not be liable to Lessor for any environmental conditions which came into existence before the effective date of this lease, and for which responsibility results from anything other than Lessee's occupancy and use. However, in the event Lessee goes forth with plans to build on the leased premises and finds that construction will not be viable because of a condition that is found to exist, then Lessor is not obligated to cure such condition and the condition of said property will be a cause for the cancellation of this lease as of the date of Lessee's notice to Lessor that conditions on the property make development impossible along with a report from a qualified expert as to the conditions making development impossible.

18.
SUBLEASE

Lessee shall be without right or authority to sell, assign or sublease or any way or manner convey the whole or any part of this lease unless the written consent of Lessor is first had and obtained; provided, however, that Lessee may sublease hangar space and office space without obtaining the written consent of Lessor.

19.
USE OF AIRPORT/INGRESS AND EGRESS:

Lessee and its agents, employees, customers, passengers, guests, lessees, sub-lessees, occupants and other invitees shall have the right of reasonable, ready access to and from the leased premises from public roads, and the privilege of using, for the term of this Agreement or any extensions thereof, in common with others and the public, the public flying field, known as Monroe Regional Airport, subject to reasonable, uniform, and consistently applied charges, fees, ordinances, rules and regulations governing said Monroe Regional Airport and the leased premises by the Federal and State aeronautical agency and by Lessor, as the same now exists or may, from time to time, be amended.

20.
NONINTERFERENCE WITH AIRPORT USE

That the Lessor reserves for itself, its successors and assigns the right to prevent any use of the property which would interfere with aircraft landing on or taking off from Monroe Regional Airport, and the right to prevent any other use of said land which would constitute an Airport hazard. Notwithstanding any other provisions of this lease, no use may be made of land established by this lease in such a manner as to create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and others, result in glare in the eyes of the pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with landing, takeoff or maneuvering of aircraft intending to use the Airport.

21.
NONDISCRIMINATION

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

22.

ENCUMBRANCES

Lessee declares that he is familiar with the terms and conditions under which the City of Monroe holds title to this property from the United States of America; that the title from the United States to the City of Monroe of what is known as Selman Field is of record in the office of the Clerk of Court for the Parish of Ouachita with which terms and provisions he is familiar, and he takes and accepts this lease subject to all of the terms and conditions and provisions contained in said recorded agreements between the United States of America and the City of Monroe, and declares and agrees that should the United States of America exercise, during the period of this lease, any of the rights therein reserved to it, Lessee shall hold the City of Monroe harmless and relieve it from any claim by Lessee on account of the execution of this lease.

23.

AFFIRMATIVE ACTION PROGRAM

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color or national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will be required that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

24.

MORTGAGE FINANCING

Lessor consents to Lessee placing a mortgage upon any improvements constructed by Lessee for the purpose of securing a loan or loans to acquire or improve the leased premises, in an amount not to exceed the Lessee's cost for the same. Lessee shall notify Lessor in writing of the name and address of the mortgagee and of the terms of said mortgage at least seven (7) working days prior to the execution of such mortgage and subsequent recording thereof. Said

mortgage shall be subject to all terms of this Lease. A notice of default in the terms of this Lease shall be served by Lessor on the Lessee, and a copy shall be served upon any mortgagee for which Lessor has notice.

25.

NOTICES

Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, to the addresses set forth below or to such other addresses as the parties may from time to time designate in writing.

Lessor: City Attorney's Office
City of Monroe, Louisiana
P.O. Box 123
Monroe, LA 71210

Lessee: Edge Holdings LLC
P. O. Box 1337
West Monroe, LA 71294

26.

SUCCESSORS AND ASSIGNS

The covenants, conditions, obligations, and agreements made and entered into by the parties hereto are hereby declared binding upon the successors and assigns of the parties hereto.

27.

MODIFICATIONS

Modifications of this Lease may be made by the written mutual consent of the parties hereto.

28.

SEVERABILITY

If any provisions of this Lease are held invalid, the remainder of this Lease shall not be affected thereby.

29.

RESPONSIBILITIES

Lessee shall, at its own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by it, as well as all taxes and assessments against the personal property used by Lessee in its operations.

Lessee shall abide by and comply with all federal, state, parish, and City of Monroe laws and ordinances, including, but not limited to, the rules and regulations of the Monroe Regional Airport, the state, and the Federal Aviation Administration.

30.

RIGHT OF REVERSION

Should Lessee or its assigns fail or refuse to exercise its option to renew the lease as herein described, and the term of the Lease or any extensions thereof end, then the title and ownership of the improvements, including any immovable structures located at 6301 Captain Guillory Drive, shall revert back to the Lessor. At the expiration of the Term, Lessee, if requested by Lessor, shall execute any and all documents necessary to evidence that ownership and title to the aforementioned improvements is in Lessor's name and to extinguish and remove any cloud or potential cloud on the title to the leased premises and/or the improvements

31.

AGREEMENT IN ITS ENTIRETY

This Lease constitutes the entire agreement of the parties, and all prior agreements, oral or written, shall be merged and made a part hereof. No modifications or amendments of this Lease shall be valid unless it is in writing and signed by the duly authorized representatives of both the Lessor and the Lessee. This agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Louisiana.

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 this ___ day of _____, 2020.

WITNESSES:

CITY OF MONROE, LOUISIANA

Print Name

By: _____
Mayor

Print Name

WITNESSES:

Print Name

Print Name

EDGE HOLDINGS LLC

By: _____

Marty Bass, Representative

_____ Notary Public

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

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

Louisville Avenue:

APPLICANT: Hixson Automotive Sales (MA 100-20)

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

WHEREAS, the City Council has decided not to go with the conditions of the
rezoning but instead recommended approval with the following conditions:

1. No more than ten (10) display units on the property at any time.
2. The B-4 Heavy Commercial District will remain as long as this property is used as a manufactured home sales lot, once this use ceases, then the zoning will revert back to the B-3. General Business/Commercial District.
3. All display units must have matching skirting around each unit.
4. All display units must be no older than four (4) years old when placed on the lot.
5. The display units may not use Louisville Avenue to deliver the units to this site.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map show the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±3.3 acres previously described to B-, Heavy Commercial District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

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

NOTICE PUBLISHED on the _____ day of _____ 2020.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

July 6, 2020

City Hall

Monroe, Louisiana

RE: MA 100-2020

APPLICANT: Hixson Automotive

MOTIONED BY: Mr. Jott Delcambre

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area are sufficient to justify the above request to rezone a 3.33 acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the B-4 (Heavy Commercial) District, contingent upon the following limitations (a) that it's an individual use under the B-4 umbrella of manufactured home sales (b) and there are no more than 12 display homes to be placed on that lot. This site is located at 1101 Louisville Avenue. The commission recommends this application be approved.

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

**City of Monroe
Planning Commission**

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

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

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

SIZE OF PROPERTY: 3.3 acres (more or less)

PRESENT ZONING: B-3, General Commercial/Business

PRESENT USE: Vacant land.

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

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

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

POSITIVE INFLUENCES: Additional commercial uses for this property.

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

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

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

OPTIONS:

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

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

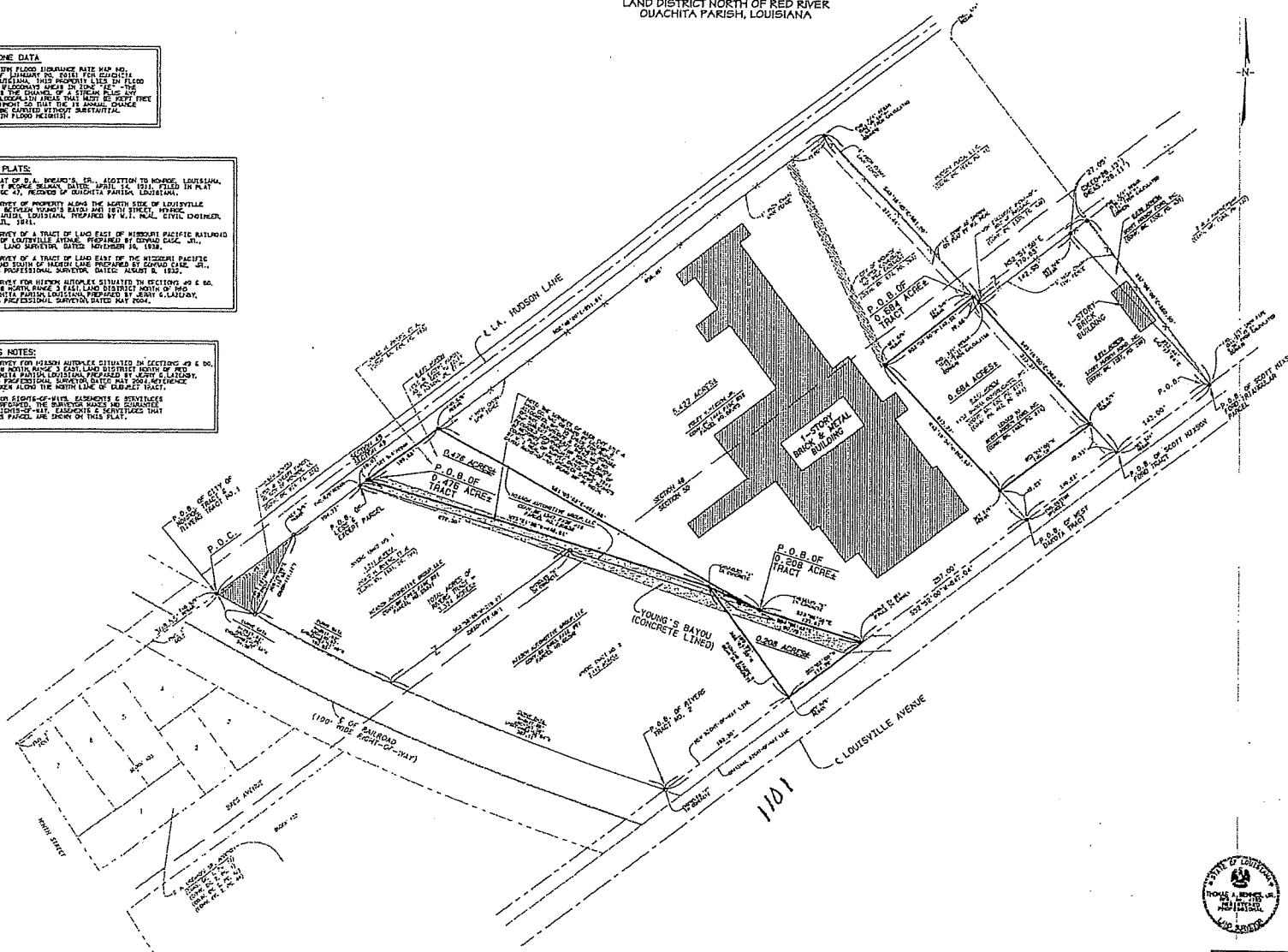
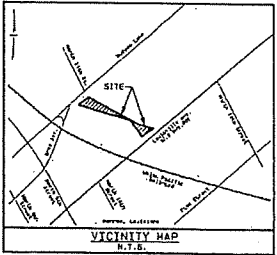
- (1) The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- (2) The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- (3) The proposed map amendment will reinforce the existing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

SECTIONS 49 & 50, TOWNSHIP 16 NORTH, RANGE 3 EAST
 LAND DISTRICT NORTH OF RED RIVER
 OUACHITA PARISH, LOUISIANA

FLOOD ZONE DATA
 BASED ON FIRM FLOOD INSURANCE RATE MAP NO. 17057-0101A, FLOOD ZONE DATA FOR OUACHITA PARISH, LOUISIANA. THIS MAP IS THE BASIS FOR THE FLOOD ZONE DATA SHOWN ON THIS PLAN. THE FLOOD ZONE DATA IS THE PROPERTY OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

REFERENCE PLATS:
 1) REVISED PLAT OF E. A. BROWN, JR., IN ADDITION TO MOORE, LOUISIANA, PREPARED BY MOORE, BELLAIR, DATED: APRIL 12, 1911, FILED IN PLAT BOOK 2, PAGE 47, RECORD 14 OUACHITA PARISH, LOUISIANA.
 2) PLAT OF SURVEY OF PROPERTY ALONG THE NORTH SIDE OF LOUISVILLE AVENUE AND BETWEEN YOUNG'S BAYOU AND 16TH STREET, PARISH OUACHITA, LOUISIANA, PREPARED BY R. H. PALM, CIVIL ENGINEER, DATED: APRIL, 1941.
 3) PLAT OF SURVEY OF A TRACT OF LAND EAST OF MISSOURI PACIFIC RAILROAD AND SOUTH OF LOUISVILLE AVENUE, PREPARED BY EDWARD L. HAY, REGISTERED PROFESSIONAL SURVEYOR, DATED: NOVEMBER 14, 1938.
 4) PLAT OF SURVEY OF A TRACT OF LAND EAST OF THE MISSOURI PACIFIC RAILROAD AND SOUTH OF INDIAN LANE, PREPARED BY EDWARD L. HAY, REGISTERED PROFESSIONAL SURVEYOR, DATED: JANUARY 8, 1935.
 5) PLAT OF SURVEY FOR HIGHWAY ROUTE 167 SITUATED IN SECTIONS 49 & 50, TOWNSHIP 16 NORTH, RANGE 3 EAST, LAND DISTRICT NORTH OF RED RIVER, OUACHITA PARISH, LOUISIANA, PREPARED BY JOHN A. LAMAR, REGISTERED PROFESSIONAL SURVEYOR, DATED: MAY 2004.

SURVEYOR'S NOTES:
 1) PLAT OF SURVEY FOR HIGHWAY ROUTE 167 SITUATED IN SECTIONS 49 & 50, TOWNSHIP 16 NORTH, RANGE 3 EAST, LAND DISTRICT NORTH OF RED RIVER, OUACHITA PARISH, LOUISIANA, PREPARED BY JOHN A. LAMAR, REGISTERED PROFESSIONAL SURVEYOR, DATED: MAY 2004, IS HEREBY INCORPORATED BY REFERENCE INTO THIS SURVEY. THE BOUNDARY LINES OF THE SUBJECT TRACTS ALONG THE NORTH LINE OF SUBJECT TRACT.
 2) RESEARCH FOR EIGHT-FOUR EIGHTS & SERVICES HAS NOT REVEALED THE EXISTENCE OF SERVICES THAT WILL AFFECT THE EXISTENCE OF SERVICES THAT AFFECT THIS PARCEL, ARE SHOWN ON THIS PLAN.



LEGEND

—	FIELD DEMONSTRATION
—	SEE SEE FROM
—	SEE SEE ORGANIC SYSTEM
—	SECTION OR PARTY LINE
—	FIELD LINE (APPROXIMATE LOCATION)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

CERTIFICATION
 I, Thomas A. Semmes, Jr., a Registered Professional Land Surveyor in the State of Louisiana, do hereby certify that I have surveyed a Class 1-2-3 Survey in accordance with the Standards of Practice for Precise Boundary Surveys as established by the State Board of Registration for Professional Engineers and Land Surveyors and to the best of my knowledge this is a true representation of the survey.

Thomas A. Semmes, Jr. 3/18/2018
 P.O. Box 453 P.L.S. No. 4782
 70160 Monroe, Louisiana 70134
 (504) 833-1001



BOUNDARY SURVEY
 CLIENT: CLINT HIXSON
 1101 LOUISVILLE AVENUE
 MONROE, LOUISIANA

SITUATED IN
 SECTIONS 49 & 50, TOWNSHIP 16 NORTH, RANGE 3 EAST
 LAND DISTRICT NORTH OF RED RIVER
 OUACHITA PARISH, LOUISIANA

TOMMY SEMMES, JR.
 PROFESSIONAL LAND SURVEYING CO., INC.
 P.O. BOX 6062, WEST MONROE, LOUISIANA 70134
 (504) 333-8601

CHECKED: T.A.S.	DATE: 03/13/2018	CONTACT:
JAG JO.	SCALE: 1" = 60'	CLINT HIXSON

