

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 8, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. McFarland
5. Mr. Muhammad
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF SEPTEMBER 24, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 1910 S Grand (D4) – OWNER: Edward and Mary Cheek
2. 210 Magnolia St (D3) – OWNER: Jena McCattry & Jaquinn Henry;
Mack & Lizzie White c/o Ethel Tony

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution appointing Dr. Pamela H. Saulsberry to the Monroe Planning Commission and further providing with respect thereto.

(b) Adopt a Resolution re-appointing Charles Scott to the Monroe Planning Commission and further providing with respect thereto.

(c) Adopt Resolution granting an exception to the Open Container Ordinance to the Monroe Symphony Orchestra for a Fundraiser pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Family Dollar #21262 dba Family Dollar Stores of Louisiana, LLC, 3038 DeSiard St., Monroe LA 71201 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(b) Consider an Application by Family Dollar #23003 dba Family Dollar Stores of Louisiana, LLC, 7916 DeSiard St., Monroe LA 71201 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(c) Consider an Application by APERO dba APERO LLC, 2252 Tower Drive Ste. 107, Monroe LA 71201 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(d) Consider an Application by Jaswinder Singh Ghotra dba Smokers Express #1, 3405 DeSiard St., Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution approving the Monroe Regional Airport's Five-Year Airport Capital Improvement Plan, authorizing the City to apply for financial assistance, and further providing with respect thereto.

(b) Adopt a Resolution accepting the RFP response of Utiliserve, LLC, to provide Water Valve Maintenance Program Services and further providing with respect thereto.

(c) Adopt a Resolution accepting the RFP response of Revere Control Systems, Inc., to provide SCADA System Upgrade Services for the Water Pollution Control Center and Pump Stations and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

(a) Adopt a Resolution accepting a Louisiana Highway Safety Commission fy 2025 Traffic Safety Enforcement Grant (\$54,000.00) and further providing with respect thereto.

(b) Adopt a Resolution authorizing the City of Monroe to enter into an Interlocal Agreement with the Ouachita Parish Sheriff's Office to apply for and accept Justice Assistance Grant (JAG) Program Funds (\$69,605.50) and further providing with respect thereto.

9. Fire Department:

Public Comment:

None.

10. Engineering Services :

Public Comment:

(a) Adopt a Resolution accepting as substantially complete work done by the Lemoine Company for the WPCC – UV Disinfection System Project and further providing with respect thereto.

(b) Adopt a Resolution approving authorizing Mayor Friday Ellis to execute Amendment No. 1 to the Cooperative Endeavor Agreement between the City of Monroe and the State of Louisiana Office of Facility Planning and Control (FP&C) for the Georgia Street Pump Station, including Generator & Auxiliary Project, and further providing with respect thereto.

(c) Consider Appeal of Denial of Request for a Minor Conditional Use Permit by 4 Dudes Investments LLC. Applicant requested a minor conditional use permit to construct two 45' x 115' (5,175 square foot) storage buildings at 709 North 34th Street, which is located within a B-3 (General Business/Commercial) District. The requested permit was reviewed and denied by the Monroe Planning Commission (3-1-1) at their regular meeting on September 9, 2024, and is before the Council on an appeal by the applicant.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Dontarius Thomas, all rights, title, and interest that the City may have acquired to Lot 2, Sq. 1, J. W. Johnston's 2nd Addition, Ouachita Parish, 3102 Polk St., District 4, Monroe, La, by Adjudication at Tax Sale Dated July 16, 2002, and further providing with respect thereto.

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 repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance authorizing the City of Monroe to enter into a Commercial Card Agreement and line of credit with Regions Bank and providing further with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance approving an application by Monroe Athletic Club to rezone a certain property and amending the Zoning Map for the City of Monroe and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt an Ordinance approving the Annexation of ±36.35-acres, extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally adopt an Ordinance approving an application by Alven Square, Angelique Connor and Martin Engineering Services to zone annexed property and amending the Zoning Map for the City of Monroe and further providing with respect thereto.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
September 24, 2024
6:00p.m.

The Honorable Chairman Juanita G. Woods, called the meeting to order. She then asked the clerk to call roll.

There were present: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad

There was absent: None

Chairman Woods announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mayor Friday Ellis or his designee.

The Invocation was led by Mr. Morgan McCallister, City Engineer.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1) Mr. Harvey had no announcements.

(2) Mrs. Ezernack welcomed everyone.

(3) Mr. McFarland said since the last Council meeting he has been out meeting with constituents and he thanked Mr. Troy Greer for taking him out on the levee to show him a lot of things. He said there were a lot of things he didn't know were going on in his district and he began to research some things he will address in the near future. He said many have viewed his Facebook post concerning the Texas Avenue bridge and there will be a press conference. He stated Representative Pat Moore and himself met with DOTD to get the ball rolling in the right direction. He further stated they are looking at Thursday for the press conference and he will inform the Councilmembers of the time to bring the community some good news concerning the Texas Avenue bridge.

(4) Mr. Muhammad noted district 5 had a successful cleanup on Saturday and thanked all that participated in the clean-up. He said they cleaned the area on High way 165 South between I-20 and Winnsboro Road. He thanked Kappa Alpha Psi Fraternity, Mr. Paul Mark, Nathan Nelson, Mr. Jason Stewart with the Kappa League, and Mr. Kelvin Horn. He thanked Ouachita Green, and he said they provided the bags, grabbers, and gloves. He also thanked Mr. Ray Wright, Monroe Police Department, and OIC Ms. Benjamin, Mr. Brown, Mr. Kevin Tramble, and Representative Pat Moore. He said it was a great community effort and collaboration on the cleanup. He said there is a dumpster in place for 21 days if they have anything they need to discard, and it is located at South 2nd and Winnsboro Road. He said they are welcome to take everything that they don't want accept tires, explosives, chemicals, and things of that nature. He said the dumpster will be moved to Kings Oak on Baylor Drive at the Masonic Lodge from there to Jackson Street. He thanked Mr. Tommy James and his staff for the movement on cleaning up blighted cars and wreck cars on Winnsboro Road. He said they are really attacking blight particularly on Winnsboro which is one of the major streets and they want to continue to clean that up.

Ms. Woods recognized former Congressman Mr. Rodney Alexander, and she stated it is always good to see him. She said she is wearing blue and gold for a reason and Carroll High School had there homecoming all of last week. She said it was a beautiful celebration and she thanked everyone that helped to make that a perfect celebration. She thanked Chief of Police Victor Zordan for the strategic plan and implementation, and she said it went on uneventful and everyone had an amazing time. She thanked Ms. Amanda Edge, Entergy, and she stated she spoke with her at the ninth hour to let her know all the lights were out on Renwick Street and the partygoers are in the dark, she put lights on Renwick Street. She noted the City still have challenges with the lights and she will be working with all the necessary parties to make that work. She said from I-20 to DeSiard Street it is pretty dark on Highway 165 South. She said K-9 had the most amazing concert in Chennault Park on Saturday night and again the City have challenges with lights in our city. She said we have a dark city, and we need to work on that, and Chennault was pitch black. She said they are going to work on it for people to feel safe. On another note, she announced on September 28th Saturday there will be a suicide awareness event at Chennault park. She said suicide is one of those things that impact a lot of us, and we don't always know that someone is thinking that until it happens. She said it is a free event from 4pm until 7pm. She said on the 27th, 28th, and 29th there

is a free documentary outlining the life and times of a lady born in this community. Lastly, she said for those of you that are interested in the Home in Monroe there will be an event at the public safety center October 10th the time will be announced.

Upon motion of Mr. Muhammad and seconded by Mr. McFarland, and the minutes of the Legal and Regular session of September 10, 2024, were unanimously approved. (Mr. Harvey abstain. He wasn't present at the last meeting.) (There were no public comments.)

Presentation: Sam Crawford – BoneKrusher – Youth/Adult Program Youth Summer Wellness Program – Report.

Mr. Crawford thanked the Council for allowing them to share this presentation. He said he is the owner of the BoneKrusher Youth Mentoring Program which started in 2017 when there was a spike in violence. He said the previous Mayor was asking for options to assist the youth to give them other options then converting to violence. He said he reached out to all the Council members to give them an idea on how they can assist not only the youth during the summertime but also the seniors. He said with the help of Ms. Williams and Ms. Woods most of the Council members assisted them with putting the program together. He said the impact the program had on the community was tremendous and a lot of youth didn't have nowhere to go during the summer. He said they weren't just teaching boxing but also offering mentorship. He said the mentorship is very instrumental to the youth especially when there is less parental guidance at home. He said the program not only offer health and wellness activities, but it was helpful on a social level. He said a lot of the youth were struggling with socializing with each other and the seniors were kind of being left behind and they needed activities to keep them upbeat. He said their number one priority is mentoring because a lack of mentoring we forget about when doing business in the City of Monroe. He said they really appreciate this opportunity to work inside the recreation for the summer and they are asking for a continuous relationship to work with the youth.

Mr. Muhammad wanted to know how is his relationship in Parkview.

Mr. Crawford stated that relationship just started and it's challenging because the need is tremendous. He said he has access to all the youth, and he is not originally from Monroe, and he is walking by faith when he walk through those projects. He said the youth is drawn to him and with that opportunity they are able provide bible study, mentorship, and rides. He said the program has been solicited with the help of SEDD and they supported them on a financial level.

Proposed Condemnations:

The following condemnations were considered:

1. 3503 Halsell St. (D3) – Owner: Alberta Byrd c/o Katie Long Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mrs. Ezernack and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. Tommy James, Code Enforcement, stated this is a dilapidated structure with holes in it and unsafe. They are asking that the property be condemned giving the owner 30 days. He said there was no contact with the tenant.

Ms. Woods motion to condemn the property giving the owner 30 days to bring the structure up to code.

2. 401 N 17th (& 1613 Breard St.) (D3) – Owner: McKinley Investments, LLC; Xavier Wallace c/o David Wallace Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this is an unsafe open dilapidated structure and they are asking this property be condemned giving the owner 30 days.

Ms. Woods wanted to know what is the 1613 Breard Street.

Mr. James said it is listed as parcel.

Ms. Woods wanted to know if there has been any contact.

Mr. James said no.

Ms. Woods motion to condemn the property giving the owner 30 days to bring it into compliance or tear it down.

3. 715 Standifer (D5) – Owner: Ralph T. Williams Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Muhammad, seconded by Mr. Muhammad and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James said they had this in Environmental court a couple times in 2023 and 2024. He said there has been contact with the property owner almost a year ago but now it is a dilapidated unsafe structure. They are asking that the property be condemned giving the property owner 30 days.

Mr. Muhammad motion to condemn the property giving the owner 30 days.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8800 appointing Jessie Smith to the Monroe Capital Infrastructure Commission.

Mr. Smith said good evening to everyone, and he said he was taught by his parents that when someone does something for you or recognize you always say thanks. He thanked Mr. Muhammad for giving him the opportunity to serve.

(b) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8801 confirming the appointment of Mr. Michael Douglas, Sr and Mr. Herbert Guillory to the board of commissioners for the Southside Economic Development District and further providing with respect thereto.

Ms. Woods stated the nominees from the list are Mr. Michael Douglas Sr., Mr. Herb Guillory, Mr. Ernest Muhammad, & Ms. Aquila Givens.

Mr. Muhammad stated Mr. Ernest Muhammad serves on the Planning Commission.

Mr. McFarland wanted to know if there is a recommendation from the chamber.

Ms. Kenya Roberson noted on behalf of the Northeast Black Chamber Commerce they asked the Council to appoint Mr. Herb Guillory and Mr. Michael Douglas.

(c) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8802 appointing Bryan Creekmore to the Monroe Capital Infrastructure Commission. (There were no public comments.)

(d) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8803 appointing Chelbi Johnson to the Monroe Capital Infrastructure Commission. (There were no public comments.)

(e) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8804 appointing Rodger McConnell to the Monroe Capital Infrastructure Commission. (There were no public comments.)

Mr. McConnell thanked the Council for the opportunity to serve.

Ms. Woods thanked Mr. McConnell for accepting.

(f) Upon motion of Mr. Muhammad, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8805 appointing Josh Etheridge to the Monroe Capital Infrastructure Commission. (There were no public comments.)

Department of Administration:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved to consider an Application by Ramesh Sapkota and Kumar Mainali dba Sip N Chill, 1314 Sterlington Rd., Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.) Mr. Muhammad wanted to know where this is located.

Ms. Woods said by the McDonald's on 165 North.

Mr. McFarland wanted to know who's district.

The Council stated Mrs. Ezernack's district.

Department of Planning & Urban Development:

(a) Upon motion of Mr. Harvey, seconded by Mr. McFarland and unanimously approved to consider request from Param, LLC/Lakhwinder Singh for a Major Conditional Use Permit authorizing the use of this location (3224 Louisville Ave.) to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. The use is for a new tobacco and alcohol retail business. The establishment proposes to provide a drive-thru service. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. (There were no public comments.)

Mr. Morgan McCallister, City Engineer, stated the criteria if this application is approved they have the ability to obtain a liquor license. He said in order to build they will need to submit an application for both site and building plan review. He further stated when there are new structures or modifications to existing facilities they like to sit down with the applicate/developer and look at a preliminary site plan.

Mrs. Ezernack wanted to know if it doesn't come to pass because of issues that may come up in engineering or if they decide not to do it what happens to the Conditional Use Permit.

Mr. Brandon Creekbaum, City Attorney, noted it is nontransferable and it is unique to the entity that has the Conditional Use permit. He said even if they transferred owners the new owner would have applied.

Ms. Woods wanted to know if this is for them to zone it to sale liquor.

Mr. McCallister said the zoning is adequate and it is the license they are pursuing in an effort to sale beer and wine for any future development. On another note, Mr. McCallister introduced Mr. Shannon Futch, Planning and Zoning director, who was hired in May of this year. He said he has done very well thus far with communication and customer service to those applying to open new businesses.

(b) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved to consider request from Starns Kenny & Easterling Law Firm/PopShelf for a Major Conditional Use Permit authorizing the use of this location (4219 Pecanland Mall Dr.) to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. This is an added use to the existing retail goods establishment. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. (There were no public comments.)

Ms. Katy Brown, PopShelf Manager, said she is here to represent the store.

Ms. Woods wanted to know if the store is open already.

Ms. Brown stated they have been open since October 6th of last year.

Ms. Woods wanted to know what they are selling.

Ms. Brown said they have a variety of home décor, snacks, beauty, and health products.

Ms. Woods wanted to know if they would be selling wine and beer.

Ms. Brown said she would imagine, and she said to her it would be a one stop lady shop.

(c) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved to consider request from Daquiri's & Deaux for a Major Conditional Use Permit authorizing the use of this location (512 Louisville Ave.) to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. This is an added use to sell Daquiri's through a drive-thru, for a new restaurant. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. (There were no public comments.)

Mr. McFarland stated he did have an individual question him on some things concerning voting on permits. He said he has to separate being a pastor, bishop, and Councilman. He said although he is a Baptist, and he do believe in everything Baptist this part is business. He further stated he hates that some think he should vote a certain way, but he does want is right and this is the right thing for our city. He said it is their job according to the charter to issue these permits. He said he knows he can't please everybody in his district, but he is going to try his best to please the majority. He said please don't try to throw him under the bus or say he should do certain things because of his denomination.

Mayor's Office:

(a) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8806 authorizing a Cooperative Endeavor Agreement with the Northeast Louisiana Black Chamber of Commerce and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8807 authorizing a Cooperative Endeavor Agreement with the Monroe Chamber of Commerce, Inc. and further providing with respect thereto.

Mr. Roy Heatherly, President & CEO, said it is always a beautiful day in Monroe, LA and he thanked the Council because they are serving this city very well. He thanked them for supporting the chamber and he think they have a winning team, and they look for great things. He said like the Council they have an apologetic love for the City. He said they expect have a very bright future and thanked them for their past support.

Ms. Woods thanked Mr. Heatherly and his staff for all that they do for the great city.

(c) Upon motion of Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8808 authorizing a Professional Services Agreement with the Picard Group, L.L.C. and Monroe Chamber of Commerce for State and Governmental Affairs and Lobbying Services further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. McFarland, seconded by Mr. Ezernack and unanimously approved Resolution No. 8809 authorizing a Cooperative Endeavor Agreement with the Miss Monroe Scholarship Pageant Organization, Inc. and further providing with respect thereto. (There were no public comments.)

Ms. Woods thanked Ms. Gaundhi Hays – Kline, Executive Director, for all the good work with the beauty pageant.

Department of Public Works:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8810 authorizing an agreement with the Travelers Indemnity Company of Connecticut for Insurance for the Monroe Transit System and further providing with respect thereto. (There were no public comments.)

Engineering Services:

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8811 accepting as substantially complete work done by and between the Louisiana Department of Transportation (LDOTD) and Diamond B. Construction Company, LLC for the Lee Ave Street

Improvements Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland thanked Mr. McCallister, and he stated he had a great conversation concerning this and this project was projected a 3.7 million dollars. He said the City cost was just \$7,049 and funding came from an urban system. He said they are looking forward to doing more things on the Southside of Monroe.

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8812 accepting as substantially complete work done by Byrnes Mechanical Contractors, Inc for the Banquet Hall Air Handling Unit Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland said this cost the City \$618,000 for this project and they are so glad it is at the end stage and being completed.

(c) Upon motion of Mrs. Ezernack seconded by Mr. Muhammad and unanimously approved Resolution No. 8813 approving Change Order No. Nine (9) for the Kansas Ln Ext (Old Sterl. - US165) Phase 1 Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland noted this is Phase 1 of this project and change order No. 9 is only \$831.00. He said this was an 18 million dollar project and the City's share was 20%. He said the City is 45 days ahead of schedule and that's what he likes about all projects to be ahead of schedule and not asking for additional time.

(d) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8814 approving Change Order No. Sixteen (16) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland stated this change order cost \$10, 087.

Ms. Woods welcomed Dr. Tony and the staff from the Monroe Housing Authority.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to enter into a Commercial Card Agreement and line of credit with Regions Bank and providing further with respect thereto. (There were no public comments.)

Mr. McFarland asked Mr. Creekbaum to give the public a summation of this resolution.

Mr. Creekbaum deferred to the Director of Administration, Mrs. Stacy Rowell, and he stated this was requested by Administration and it is a program they are working on.

Mrs. Rowell noted they currently have a commercial card program that is basically credit cards for travel, online purchases, and things like that. She said this will be a program that replaces the one they have, and they went out for a rfp for services. She said after evaluating this is the one they felt best fit their needs and they are just changing companies.

Mr. Greg Jones, 2702 Magellan Drive, said they are replacing the existing program which distributed plastic cards. He said the industry has evolved in such a matter that replacing paper check payments with an electronic form of payment has a lot of benefits for both vendor and payer. He noted that an electronic payment method is a lot more fraud resistant than a paper check and the mail system is not as efficient as it used to be, checks are getting lost in the mail. He said this is a payment method a lot of vendors are requesting and there are a lot of public entities migrating to this as well as private companies.

(b) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance approving an application by Monroe Athletic Club to rezone a certain property and amending the Zoning Map for the City of Monroe and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Introduce an Ordinance approving the Annexation of ±36.35-acres, extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved to Introduce an Ordinance approving an application by Alven Square, Angelique Connor and Martin Engineering Services to zone annexed property and amending the Zoning Map for the City of Monroe and further providing with respect thereto. (There were no public comments.)

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

The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed.

(a) Finally adopt an Ordinance repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (See Clerk's Note)

(CLERK'S NOTE: Council Rules of Procedure and Robert's Rules of Order require that all ordinances be motioned and seconded before consideration and adoption. Because of an inadvertent oversight, there was no motion or second made with respect to this agenda item prior to consideration for discussion and final adoption. The preceding discussion and vote, therefore, was procedurally invalid and without effect. The proposed ordinance will be reconsidered for final adoption at the October 8, 2024, meeting.)

The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed.

(b) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and approved Ordinance No. 12,242 repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mr. Ezernack nay.)

The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed.

(c) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,243 amending Section 36-23 of the City of Monroe Code and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad said this ordinance gives the Council an opportunity to review the water rates every year verse an automatic increase. He said the water may have to increase but the Council wanted to have some type of oversight on it.

Citizen's Participation:

(1) Ms. La'Trice Mays, 2603 Sunnyside Drive, said they are having a lot of issues in their neighborhood with abandoned vehicles in the yard. She thanked Council McFarland for coming out and being active in the neighborhood. She said they are trying to beautify the neighborhood, and she said she thinks with the community working together they can bring that neighborhood back to where it needs to be. She said it is not the entire neighborhood but it's just several homes that have abandoned cars in the yard. She said on South Grand in the 1700 block the City redid the streets and there are already potholes six months after. Lastly, she said she has concerns about wholesome bakery and she have several pictures of the property they would like to have cleaned up.

Mr. McFarland thanked Ms. Mays for being at his meeting at the Lighthouse Church and he has spoken with Mr. James. He said he and Mr. James are going out this week to look at different properties throughout the district.

Ms. Mays thanked Mr. James, and she said he has been a big help, and he is doing a great job.

(2) Mr. Tyrone Dickins, K-9, 3004 Dick Taylor Street, thanked the Monroe Police Department for being at Chennault Park and he said they run over a little time because of sound problems, and they had lights out. He said Ms. Woods came out and he asked the Council to start getting more involved with stuff he is doing. He said it was a successful event and it brought plenty people spending a lot money in the City. He stated he want the Council to jump on board for him to do gospel, R&B, and blues at the park.

(3) Ms. Marie Brown, 1002 South 5th, said good evening, and she shouted out the Carroll High School band. She said the band went to New Orleans and performed like they were professionals.

She stated the lights on the bridge are out and they need to figure out how they need to get those lights back on. She said when she talked to Entergy they said the City can put higher wattage on the lights. She said this has been a busy week and her nonprofit made the big time. She said they are on a flyer about the rules and regulations for voting. She said this was a nice quiet meeting and she just don't know what to do with herself now.

Mr. Harvey stated he saw someone putting lights just North of the bridge this afternoon. He said they were working on some lights this afternoon it's probably not all of them.

Ms. Brown said if they stay on top of them to get the lights and we don't want to have an accident then everybody want to get involved. She said it is about saving lives.

Ms. Woods said Mr. McCallister and her have been talking about it and that is the conversation everybody is having about the lights. She wanted to know if Mr. McCallister had a chance to see the lights.

Mr. McCallister said he did not, and they had a meeting with Ouachita electric and reported back to their internal electrician and facilities. He said they would give him a report and it is his understanding there were about 15 or 16. He said they received that information yesterday and they are on it.

(4) Mr. Herb Guillory, 1801 Woodhaven Drive, thanked the Council for the appointment on SEDD. He said an event they had on September 14th Omega Psi Phi had their 6th Annual Prostate Walk at the Downtown River Market to focus on prostate awareness. He said usually most walks are in the morning, but they do theirs at night. He said it is a glow walk with different lights and different things they give to the participants. He said over the past few years they have always supported breast cancer but now it's time to start supporting the men. He said prostate is a silent killer and it effects men over the age of 40 and most men don't like to go to the doctor. He said for the women to please encourage your significant others to get their prostates checked. He thanked the Monroe Police Department for their support, and they also had a team participate in the walk as well. He also gave a shout out to Monroe Water Department for the good thirst quencher along the route.

Ms. Woods stated for the record that the appointment for SEDD from Senator Katrina Jackson Andrews is Ms. Jessica DeTiege, for Representative Pat Moore is Mr. Roosevelt Wright Jr., and for Representative Adrian Fisher is Mr. Kenneth Hall. She said another thing she would like to share is the Council has received a potential nominee for one of the Department Heads for the City. She said the Council is looking to have a Public Hearing to avoid any incidents as they move forward. She said for them to understand who this gentleman is and what he has done in his lifetime to see if it qualifies him for that position.

Mr. Rodney Alexander thanked the Council for the privilege of working with them. He said his hope for Monroe/Northeast Louisiana has never been higher and he is very optimistic about what they see ahead.

Mr. McFarland said the Council has been on the job now 84 days and this was the most peaceful Council meeting ever.

There being no further business to come before the council, the meeting was adjourned at 7:19 p.m., upon motion of Mr. McFarland and it was seconded by Mr. Muhammad.

Ms. Juanita G. Woods
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

For extended details on the council meeting please call the Council Clerk Monday-Friday at 318-329-2252 to schedule an appointment to listen to the minute recording.



MEMO

DATE: October 1, 2024

TO: CAROLUS RILEY

FROM: LEAH ARNOLD

RE: CONDEMNATION FOR CITY COUNCIL OCTOBER 8, 2024

Please place the following condemnation on the agenda for the City Council on October 8, 2024.

1. **1910 S Grand (D4)** – OWNER: Edward and Mary Cheek
2. **210 Magnolia St (D3)** – OWNER: Jena McCattry & Jaquinn Henry;
Mack & Lizzie White c/o Ethel Tony

c: Ellen Hill
Stacy Newbill
Angelic Dorsey
Tommy James
Jimmie Bryant
Reginald Burrell
Brandon Creekbaum

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 APPOINTING DR. PAMELA H. SAULSBERRY TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, City of Monroe Code Section 26-27 and La. R.S. 33:103(E) permit the Monroe City Council to appoint successor members to the Monroe Planning Commission when a term has expired;

WHEREAS, there is a vacancy on the Monroe Planning Commission due to the expiration of a term, because Montrell Marshall, who previously was appointed to fill a vacancy due to the expiration of a term (Res. No. 8773), is ineligible to serve;

WHEREAS, and the Monroe City Council desires to appoint Dr. Pamela H. Saulsberry, a resident of the City of Monroe, for a five-year term beginning October 9, 2024, and ending October 8 2024;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Dr. Pamela H. Saulsberry, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term beginning October 9, 2024, and ending October 8, 2029.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION RE-APPOINTING CHARLES SCOTT TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, City of Monroe Code Section 26-27 and La. R.S. 33:103(E) permit the Monroe City Council to appoint successor members to the Monroe Planning Commission when a term has expired;

WHEREAS, Charles Scott was appointed to the Monroe Planning Commission in July 2019 to serve a five-year term, which expired on June 30, 2024 (Res. No. 7508);

WHEREAS, there is currently a vacancy on the Monroe Planning Commission due to the expiration of Mr. Scott’s term, and the Monroe City Council desires to re-appoint Mr. Scott, a resident of the City of Monroe, for a five-year term beginning October 9, 2024, and ending October 8, 2029;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Charles Scott, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term beginning October 9, 2024, and ending October 8, 2029.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

State of Louisiana

No. _____

City of Monroe

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE MONROE SYMPHONY ORCHESTRA FOR A FUNDRAISER PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe Symphony Orchestra applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, "A Fundraiser" at Tower Drive Circle Pavilion behind CC's Coffee House. The event is scheduled for Saturday, October 26, 2024 from 5pm until 8pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of City of Monroe, Louisiana, in legal session convened, that the Monroe Symphony Orchestra, be and is hereby granted a permit for a special event, "A Fundraiser" at the Tower Drive Pavilion behind CC's Coffee House scheduled for Saturday, October 26, 2024 from 5pm until 8pm. There will be off duty officers. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And Resolution was declared ADOPTED on the _____ day of _____, 2024.

CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

October 3, 2024

To Whom It May Concern:

It is my understanding that the Monroe Symphony Orchestra will be hosting an event, "Skeletunes on Tower" on Saturday, October 26, 2024, from 5:00pm-8:00pm. The event will be held at CC's Coffee House, located at 2350 Tower Drive, Monroe, Louisiana, 71201. Alcohol will be served at the event.

Monroe Symphony Orchestra will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor

NOTICE

This insurance policy is delivered as surplus lines coverage under the Louisiana Insurance Code.

In the event of the insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association or the Louisiana Life and Health Insurance Guaranty Association, which guarantee only specific types of policies issued by insurance companies authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:

By:



Signature of Licensed Surplus Lines Broker or Authorized Representative

SAMUEL CARSON, III

Printed Name of Licensed Louisiana Surplus Lines Broker

Countersigned:

Date: 09/12/2024

By:



SAMUEL CARSON, III

Authorized Representative



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

*P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610*

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Monroe Symphony Orchestra

Sir,

The Monroe Symphony Orchestra is hosting a music fundraiser on Saturday, October 26, 2024. The event will be held at Tower Drive Circle Pavilion behind CC's Coffee House. The event is scheduled for the hours of 5:00 pm – 8:00 pm. Alcohol will be consumed at this event. They're expecting 250 individuals to attend this event. I will get this forwarded over to City Hall for the no objection letter and an open container exemption letter. They hire two off-duty officers to work at this event.

Respectfully submitted,
Cpl. Heckard





CITY OF MONROE

TAXATION & REVENUE
CITY OF MONROE, LOUISIANA
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License (For October 8, 2024, Council Meeting)

Date: September 20, 2024

CLASS A – \$500 RESTAURANTS (LIQUOR)	CLASS E – \$500 PRIVATE CLUBS
CLASS B – \$500 CONVIENCE STORES (LIQUOR)	CLASS G – \$500 WHOLESALE (LIQUOR ONLY)
CLASS C – \$75 (BEER ONLY)	CLASS H – \$100 WHOLESALE (BEER ONLY)
CLASS D – \$60 (BEER – OFF PREMISES)	

NEW ALCOHOL LICENSE

CLASS B (NEW) (1)

- 1. Family Dollar #21262
3038 Desiard Street
Monroe, LA 71201*

Owners: Family Dollar Stores of Louisiana, LLC

CO – CLEARED

SALES TAX CLEARED

DISTANCE REPORT CLEARED



CITY OF MONROE

TAXATION & REVENUE
CITY OF MONROE, LOUISIANA
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License (For October 8, 2024, Council Meeting)

Date: September 20, 2024

CLASS A – \$500 RESTAURANTS (LIQUOR)

CLASS B – \$500 CONVIENCE STORES (LIQUOR)

CLASS C – \$75 (BEER ONLY)

CLASS D – \$60 (BEER – OFF PREMISES)

CLASS E – \$500 PRIVATE CLUBS

CLASS G – \$500 WHOLESALE (LIQUOR ONLY)

CLASS H – \$100 WHOLESALE (BEER ONLY)

NEW ALCOHOL LICENSE

CLASS B (NEW) (1)

- 1. Family Dollar #23003
7916 Desiard Street
Monroe, LA 71203*

Owners: Family Dollar Stores of Louisiana, LLC

CO – CLEARED

SALES TAX CLEARED

DISTANCE REPORT CLEARED

CITY OF MONROE
TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: *Carolus Riley*
City Council

From: *Tim Lewis*
Director of Tax & Revenue

Re: *New Alcohol (For October 8, 2024, Meeting)*

Date: *October 1, 2024*

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVENIENT STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER -OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

CLASS A NEW (1)

- 1. APERO**
2252 TOWER DRIVE STE 107
MONROE, LA 71201

Owner: *APER0 LLC*

OWNER CLEARED
SALES TAX CLEARED
DISTANCE CLEARED



CITY OF MONROE
TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: *Carolus Riley*
City Council

From: *Tim Lewis*
Director of Tax & Revenue

Re: *New Alcohol (For October 8, 2024, Meeting)*

Date: *October 1, 2024*

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVENIENT STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER -OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

CLASS B NEW (1)

- 1. SMOKERS EXPRESS #11**
3405 DESIARD STREET
MONROE, LA 71203

Owner: **JASWINDER SINGH GHOTRA**

OWNER CLEARED
SALES TAX CLEARED
DISTANCE CLEARED

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 APPROVING THE MONROE REGIONAL AIRPORT'S FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN, AUTHORIZING THE CITY TO APPLY FOR FINANCIAL ASSISTANCE, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe has completed a Federal Aviation Administration ("FAA") and Louisiana Department of Transportation ("LaDOTD") approved Master Plan, Action Plan, and/or Airport Layout Plan ("Plan"), which outlines the Monroe Regional Airport's future development;

WHEREAS, the City of Monroe desires to implement portions of the Plan, which provides for critically needed improvements to improve the safety and usability of the Airport, but the City does not have sufficient funds to complete the improvements on its own;

WHEREAS, the City of Monroe annually seeks federal and state funding under the Federal Airport Improvement Program and Title 2 of the Louisiana Revised Statutes of 1950 to facilitate these capital improvements at the Monroe Regional Airport;

WHEREAS, as a condition of receiving federal and state aid, the City must annually prepare and approve a five-year Airport Capital Improvement Plan, which identifies specific, eligible projects and expenses, required funds, and proposed sources of funding;

WHEREAS, the Monroe Regional Airport has prepared the Airport Capital Improvement Plan for 2025-2029, which is attached hereto and made part hereof, and desires to seek all available funding to implement its Airport Capital Improvement Plan.

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

Section 1. The Monroe Regional Airport's Five-Year Airport Capital Improvement Plan for 2025-2029 is hereby approved.

Section 2. The City of Monroe requests that the Federal Aviation Administration and LaDOTD provide funds required to complete the improvements contained in the Airport Capital Improvement Plan for 2025-2029 at the Monroe Regional Airport.

Section 3. The City of Monroe is authorized to apply for financial assistance and submit an Application for State Financial Assistance to request funding.

Section 4. The City of Monroe shall assure that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the City of Monroe and the titles thereto will be valid and indefeasible, and that the City of Monroe will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the Airport after completion of these improvements.

Section 5. To the extent permitted by law, and as a condition of funding, the City of Monroe will save and hold LaDOTD, the FAA, and their officers, agents, and employees, harmless from any liability or claim for damages arising out of projects, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence, and expressly agrees to defend any suit of any nature brought against the LaDOTD or FAA as a result of projects.

Section 6. Mayor Friday Ellis is hereby authorized to execute all documents and related agreements necessary or required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana to submit, file, or approve the Airport Capital

Improvement Plan or applications for assistance, and the Clerk is hereby authorized to attest said execution.

Section 7. This resolution shall be in full force and effect after its adoption.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 2024.

CHAIRPERSON

CITY CLERK

Monroe Regional Airport (MLU) CIP START YEAR: 2025

2022 Entitlement (Escrow FY29) 2022 Unassigned AIG Funds
 2023 Entitlement (Escrow FY29) 2023 Unassigned AIG Funds
 2024 Entitlement (Escrow FY27) 2024 Airport Infrastructure Grants (Escrow FY27)
 2025 Entitlement (Planning through 2029) 2025 Airport Infrastructure Grants (Planning through 2029)

Federal Fiscal Year	Available		Funding Source	ODO Project Component/Phase	Estimated Project Cost	Entitlement	Airport Infrastructure Grants	Funding Source				Funding Source - Other			
	PE	AIG						Additional AIP	ATP	Other	Mach	LAO/TD Funding	Capital Outlay	Local Bonding	FAA/3rd Party Funding
2025	\$ 1,300,000	\$ 1,632,868	AIP/BL	Tramway D Realignment - Construction - Phase III	\$ 10,728,834	\$ 1,300,000	\$ 1,458,039	\$ 4,199,957	\$ -	\$ 3,000,000	\$ 772,886	\$ 3,000,000	\$ -	\$ -	\$ -
			Other	Tramway D Realignment - 4 Bridges	\$ 6,900,000	\$ -	\$ 370,250	\$ -	\$ 6,270,000	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
			BL	Tramway D Realignment - 4 Bridges	\$ 418,200	\$ -	\$ 1,822,839	\$ 4,199,957	\$ 8,270,000	\$ 3,000,000	\$ 1,441,030	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	Remaining Funds	2022 Annual Subtotals	\$ 17,227,284	\$ 1,300,000	\$ 1,822,839	\$ 4,199,957	\$ 8,270,000	\$ 3,000,000	\$ 1,441,030	\$ -	\$ -	\$ -	\$ -
2026	\$ 1,300,000	\$ 1,458,039	State	Substation A/F/T Truck	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -
			State	South VA Tramway	\$ 1,017,721	\$ -	\$ 1,458,039	\$ -	\$ -	\$ -	\$ 191,782	\$ -	\$ -	\$ -	\$ -
			State	Amtrak Driveway and Erosion Imp - Phase III	\$ 2,250,000	\$ 1,300,000	\$ -	\$ 1,400,000	\$ -	\$ -	\$ 300,000	\$ -	\$ 2,250,000	\$ -	\$ -
	\$ -	\$ -	Remaining Funds	2022 Annual Subtotals	\$ 3,000,000	\$ 1,300,000	\$ 1,458,039	\$ 1,400,000	\$ -	\$ 3,000,000	\$ 481,782	\$ 3,000,000	\$ -	\$ -	\$ -
2027	\$ 1,300,000	\$ -	State	Tramway C Realignment - Planning and Design	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
			State	Perimeter Road - Phase I	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
			AIP	Master Plan Update	\$ 1,759,039	\$ 1,300,000	\$ -	\$ 289,435	\$ -	\$ -	\$ 175,604	\$ -	\$ 1,500,000	\$ -	\$ -
	\$ -	\$ -	Remaining Funds	2027 Annual Subtotals	\$ 4,759,039	\$ 1,300,000	\$ -	\$ 289,435	\$ -	\$ 3,000,000	\$ 175,604	\$ 3,000,000	\$ -	\$ -	\$ -
2028	\$ 1,300,000	\$ -	AIP	Tramway C Realignment - Construction - Phase I	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ -	\$ 608,227	\$ -	\$ 3,000,000	\$ -	\$ -
			Remaining Funds	2028 Annual Subtotals	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ 3,000,000	\$ 608,227	\$ 3,000,000	\$ -	\$ -	\$ -
			Remaining Funds	2028 Annual Subtotals	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ 3,000,000	\$ 608,227	\$ 3,000,000	\$ -	\$ -	\$ -
2029	\$ 1,300,000	\$ -	AIP	Tramway C Realignment - Construction - Phase II	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ -	\$ 608,227	\$ -	\$ 3,000,000	\$ -	\$ -
			Remaining Funds	2029 Annual Subtotals	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ 3,000,000	\$ 608,227	\$ 3,000,000	\$ -	\$ -	\$ -
			Remaining Funds	2029 Annual Subtotals	\$ 9,062,268	\$ 1,300,000	\$ -	\$ 4,158,039	\$ -	\$ 3,000,000	\$ 608,227	\$ 3,000,000	\$ -	\$ -	\$ -
	\$ -	\$ -	Remaining Funds	5 Year CIP Totals:	\$ 49,863,717	\$ 6,500,000	\$ 3,248,808	\$ 15,646,509	\$ 6,270,000	\$ 15,000,000	\$ 3,195,380	\$ 15,000,000	\$ -	\$ -	\$ -

Signatures: _____ Date: _____



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE RFP RESPONSE OF UTILISERVE, LLC, TO PROVIDE WATER VALVE MAINTENANCE PROGRAM SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe issued a Request for Proposals (RFP) from qualified firms to develop, implement, and maintain a water-valve maintenance program that provides routine maintenance, locates and maps existing valves, and proactively identifies issues within the City's water distribution system;

WHEREAS, Utiliserve, LLC submitted a response to the RFP, and the City has determined that the response is responsive to the RFP and that Utiliserve, LLC is a responsible vendor, possessing the necessary skills, expertise, and judgment to perform the identified services; and

WHEREAS, the cost for the services and work is \$245,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFP response of Utiliserve, LLC, to develop, implement, and maintain and water-valve maintenance program, be and at the same is hereby accepted; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, be and is authorized and empowered to execute a contract with Utiliserve, LLC on behalf of the City of Monroe for said services.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 2024.

CHAIRPERSON

CITY CLERK



ADMINISTRATION
Purchasing / Warehouse

1014 Grammont Street
Monroe, LA 71201
office: 318-329-2222
fax: 318-329-3282

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Brandon Creekbaum, City Attorney
Sean Benton, Interim Public Works Director

Date: October 8, 2024

The Purchasing Division has received two (2) responses to the RFP for the Water Valve Maintenance Program from Utiliserve, LLC, and Axis Construction, LLC. The city is chosen to select Utiliserve, LLC's offer in the amount of \$245,00.00. It's important to remember that when evaluating a Request for Proposals (RFP), the decision is not based solely on the price, but on a variety of factors.

Project Description:

The city has approximately 10,000 valves within the Water Distribution System. To control water loss, outages, and revenue a Valve Program will assist in assuring all control points within the distribution system are located, accessible, and exercised for use during routine and emergency work performed on the distribution system.

In order to control sewer lift station flows, sewer plant flows and water plant flows, isolation valves and ARV valves will need routine maintenance; therefore, it is important to provide a Valve Program to maintain valves to their standard operating conditions per OEM recommendations.

Sincerely,

A handwritten signature in black ink that reads "Curt Kelly".

**Curt Kelly
Director of Purchasing**

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 THE RFP RESPONSE OF REVERE CONTROL SYSTEMS, INC., TO PROVIDE SCADA SYSTEM UPGRADE SERVICES FOR THE WATER POLLUTION CONTROL CENTER AND PUMP STATIONS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe issued a Request for Proposals (RFP) from qualified firms to perform upgrades to the City’s Supervisory Control and Data Acquisition (SCADA) systems at the Water Pollution Control Center, Texas Avenue Pump Station, Hadley Street Pump Station, and Standifer Street Pump Station, including installing all hardware, software, programming, training, and miscellaneous appurtenances;

WHEREAS, Revere Control Systems, Inc. submitted a response to the RFP, and the City has determined that the response is responsive to the RFP and that Revere Control Systems, Inc. is a responsible vendor, possessing the necessary skills, expertise, and judgment to perform the identified services; and

WHEREAS, the cost for the services and work is \$794,136.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFP response of Revere Control Systems, Inc., to provide SCADA system upgrades, be and at the same is hereby accepted; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, be and is authorized and empowered to execute a contract with Revere Control Systems, Inc. on behalf of the City of Monroe for said services.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 2024.

CHAIRPERSON

CITY CLERK



ADMINISTRATION
Purchasing / Warehouse

1014 Grammont Street
Monroe, LA 71201
office: 318-329-2222
fax: 318-329-3282

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Brandon Creekbaum, City Attorney
Sean Benton, Interim Public Works Director

Date: October 8, 2024

The Purchasing Division has received a single response to the RFP for SCADA System Upgrades from Revere Control Systems, offering a price of \$794,136.00. It's important to remember that when evaluating a Request for Proposals (RFP), the decision is not based solely on the price, but on a variety of factors.

Project Description:

SCADA stands for Supervisory Control and Data Acquisition. It is a computer based system that collects, analyzes, and displays data in real time so that the WPCC operators can monitor and control process equipment at the WPCC and off site facilities. In this case, the offsite facilities that will receive the SCADA upgrade will be three COM major sewer lift stations: Texas, Hadley and Standifer. The vendor shall furnish all labor, materials, and equipment required to install all hardware, software, programming, training, and miscellaneous appurtenances. The work shall be performed at the following locations, owned and operated by the City of Monroe.

- 1. Water Pollution Control Center (WPCC), located at 770 Richwood Road No. 2,**
- 2. Texas Avenue Pump Station, located at 1504 Ouachita Avenue,**
- 3. Hadley Street Pump Station, located at 331 Hadley Street, and**
- 4. Standifer Street Pump Station, located at 101 Standifer Street**

Sincerely,

A handwritten signature in black ink that reads "Curt Kelly".

**Curt Kelly
Director of Purchasing**

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 ACCEPTING A LOUISIANA HIGHWAY SAFETY COMMISSION FY 2025 TRAFFIC SAFETY ENFORCEMENT GRANT (\$54,000.00) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Louisiana Highway Safety Commission authorizes grants each fiscal year for overtime traffic enforcement, including occupant protection enforcement and impaired driving enforcement, to help reduce fatal and injury crashes on Louisiana roadways; and

WHEREAS, the City of Monroe desires to accept a Louisiana Highway Safety Commission FY 2025 Traffic Safety Enforcement Grant in the amount of \$54,000.00 and to enter into a Sub-Grant Agreement with the State of Louisiana to implement the program.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the City of Monroe hereby accepts the Louisiana Highway Safety Commission FY 2025 Traffic Safety Enforcement Grant in the amount of \$54,000.00; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute and enter into a Sub-Grant Agreement with the State of Louisiana to accept the award and implement the program.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of October, 2024.

CHAIRPERSON

CITY CLERK

SUB-GRANT BETWEEN STATE OF LOUISIANA

Department of Public Safety Services
LOUISIANA HIGHWAY SAFETY COMMISSION

AND

CITY OF MONROE

IMPLEMENTING AGENCY (if different from Sub-grantee): Monroe Police Department

SUB-GRANT NUMBER (ISIS/LAGOV):

LHSC PROJECT NUMBER: 2025-30-40

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES
AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

SUB-GRANTEE (Legal Name if Corporation)

CITY OF MONROE

FEDERAL EMPLOYER TAX ID 726000903

NUMBER STATE LDR ACCOUNT # 418467001

SUB-GRANTEE UNIQUE IDENTIFIER NUMBER: KD61C3KL9855

STATE VENDOR NUMBER: 310092055

STREET ADDRESS

1810 Martin Luther King Jr. Dr. STE B

TELEPHONE NUMBER: (318) 953-4606

CITY Monroe

STATE LA

ZIP CODE 71202

SUB-GRANTEE EMAIL ADDRESS: maynor.gray@ci.monroe.la.us

PROJECT TITLE: LHSC FFY 2025 Traffic Enforcement

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (Scope):

Conduct high visibility traffic safety enforcement as part of the Louisiana Highway Safety Commission (LHSC) FFY 2025 traffic safety effort.

BEGIN DATE October 1, 2024

END DATE September 30, 2025

MAXIMUM SUB-GRANT AMOUNT N/A

MULTI-YEAR SUB-GRANT BREAKDOWN N/A

FEDERAL AWARDDING AGENCY: U. S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)

2025-30-40

FUNDING:

Award Description	Assistance Listing Number	FAIN NUMBER	Awarded Amount
BIL NHTSA 402	20.600	69A37525300004020LA0	\$19,000.00
BIL 154 Transfer Funds	20.607	69A37525300001540LAA	\$25,000.00
BIL 405e Distracted Driving Awareness 24-26	20.616	69A3752530000405ELAA	\$10,000.00
			\$0.00
			\$0.00
		Total Federal Award:	\$54,000.00
Sub-grantee Matching Funds			\$0.00
Sub-grantee Program Income			\$0.00
		Total Project Costs:	\$54,000.00

*per NHTSA guidance State sub-grants are discretionary

ATTACH BUDGET HERE: (shown at end of document)



Funding for this sub-grant begins on October 1, 2024 and ends September 30, 2025. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Sub-grants apply to this sub-grant.

The LHSC funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Upon approval of a completed claim packet as described in Section E below.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: LHSC Program Coordinator

A. Sub-grantee Performance Measures:

- Number of impaired driving checkpoints conducted/participated in
- Number of impaired Driving enforcement hours conducted.
- Number of impaired driving saturation patrols conducted
- Number of occupant protection checkpoints conducted/participated in
- Number of occupant protection enforcement hours conducted in rural parishes
- Number of occupant protection saturation patrols conducted
- Occupant protection use rate in target area.
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities in rural areas.
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities.
- Number (or percent) of nighttime occupant protection enforcement hours conducted
- Number of (or percent) of distracted driving fatalities.
- Number of (or percent) of fatalities involving a driver or motorcycle operator with BAC at 0.08 or greater.

B. Sub-grantee Performance Targets

- a. This sub-grant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2025 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.
- b. The sub-grantee agrees to support the LHSC statewide performance targets as listed on the LHSC website at: www.lahighwaysafety.org

Reduce impaired driving related fatal crash rate 1 percent in target area.

Reduce unrestrained fatalities 1 percent in target area.

Increase occupant protection use rate by 1 percent in target area.

Reduce motorcyclist fatalities 1 percent in target area.

Reduce distracted driving fatalities by 1 percent in target area.

c. Sub-grantee Specific Performance Target(s):

- i. Complete at least 90% of the contracted overtime enforcement hours by the end of the contract period.
- ii. Conduct/participate in at least four (4) day or night Occupant Protection (OP) Checkpoints, one per quarter, throughout the contract year.
- iii. Conduct/participate in at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Ticket campaign
- iv. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.
- v. Conduct/participate in at least four (4) DWI Checkpoints and or Saturation Patrol efforts, one per quarter, throughout the contract year.
- vi. Work each of the twelve months of the performance period with special emphasis on the five waves as listed under D. Sub-grant Requirements which is included below.

C. Sub-grantee Deliverables:**a. Evidence-Based Enforcement Plan**

All agencies must use an evidence-based enforcement approach for this sub grant. Evidence-based enforcement requires your agency to:

- i. Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located on-line at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: <https://carts.lsu.edu/datareports/report/crash> and the National Highway Traffic Safety Administration (NHTSA) at: <https://www.nhtsa.gov/data>. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources.
- ii. Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.
- iii. Document (i) and (ii) above.

b. Police Community Collaboration

Your agency is strongly encouraged to conduct engagement activities to better serve the community by improving traffic safety. Police-community collaboration requires your agency to build relationships with community leaders and develop some sort of process to continually seek input and feedback from them. For training and guidance on easy processes for soliciting comments, consult with your LHSC PTS Program Coordinator and regional Law Enforcement Liaison.

c. Other Special Conditions for Enforcement

- i. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.
- ii. Your agency will be considered to comply with LHSC performance expectations as long as they can demonstrate completion of enforcement activity efforts with some measure of success. Failure to achieve any performance expectation will not exclude your agency from consideration for future funding.

d. Occupant Protection Enforcement**i. Nighttime Drivers**

All agencies are required to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.

ii. Pickup Truck Drivers

All agencies are required to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the

Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your jurisdiction which is 79.30% for Ouachita Parish. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Your agency is encouraged to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

e. Impaired Driving Enforcement

When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson located at the listed link below.

State of LA v. Leon Jackson

Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development, (225) 925-6202

Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under E. Sub grant Requirements paragraph f.

Conduct Impaired Driving checkpoints and/or saturation patrols at high-risk locations within your jurisdictions.

Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the impaired driving related fatal crash rate in your jurisdiction which is 44.0% for Ouachita Parish in 2023. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Encourage SFST Certifications for all officers working DWI overtime enforcement.

Your agency is encouraged to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police.

Provide press release notice of your agencies scheduled DWI checkpoints on grant overtime to: terry.chustz@la.gov

Clearly document Impaired Driving checkpoints and/or saturation patrols, and your agencies supporting PI&E activities, on the monthly LHSC reimbursement forms Annexes B and the online Annex C.

Ensure that no more than 40% of Impaired Driving funds are used to conduct Impaired Driving checkpoints.

Your agency is encouraged to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary training. For information and/or training contact the LHSC LADRIVING training coordinator, Terry Chustz (Terry.Chustz@la.gov) or ladriving@la.gov

f. Other Traffic Safety Activities

i. **Speed Enforcement:** If your contract includes Speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

ii. **Juvenile Underage Drinking Enforcement:** If your contract includes juvenile underage drinking enforcement (JUDE) your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events), and areas where underage procurement and consumption are identified.

- iii. **Distracted Driving Enforcement:** If your contract includes distracted driving enforcement, your agency to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

g. Motorcycle Enforcement

All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.

h. Moving or Other Hazardous Violations Enforcement

Take appropriate enforcement action on other hazardous moving violations observed during grant-funded overtime and report those actions on monthly Annex C reports.

i. Pedestrian and Non-Motorized Enforcement

If your contract includes Non-Motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

j. Rail Grade Enforcement

If your contract includes Rail Grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

k. Earned Media

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year by November 30, 2024.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained Nighttime Enforcement of the State's seat belt and child passenger safety laws.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs from APR 19-27, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs from November 23-30, 2024 and the Click it or Ticket National Mobilization that runs from May 19- June 1, 2025.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the National Drive Sober or Get Pulled Over traffic safety campaign during the first week of the campaign that runs August 15 – September 1, 2025.

D. Sub-grant Requirements

- a. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.

b. The LHSC supports Louisiana’s Strategic Highway Safety Plan (SHSP) Regional Traffic Safety Coalitions. All sub-grantees are strongly encouraged to participate in their regional Traffic Safety Coalition. For coalition meeting information, please visit www.destinationzerodeaths.com

c. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.

d. Notify the LHSC Commission members and LHSC staff members prior to activities and events conducted in support of this sub-grant.

i. Earned media:

Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws.

You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency’s traffic safety efforts.

The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below.

ii. Your agency is required to: Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct/promote traffic safety by November 30, 2024.

e. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet and indicated on the Annex C.

f. Support the LHSC/National Highway Traffic Safety Administration campaigns for occupant protection and impaired driving.

Occupant Protection Campaigns

Click It or Ticket Thanksgiving	November 23-30, 2024
Buckle Up in Your Truck	April 19-27, 2025
Click It or Ticket National Mobilization	May 19-June 1, 2025

Impaired Driving (Drive Sober Get Pulled Over (DSGPO) Campaigns

Drive Sober or Get Pulled Over Christmas/New Year	Dec 13, 2024 – Jan 1.
2025 Drive Sober or Get Pulled Over Mardi Gras	February 21 – March 4,
2025 Drive Sober or Get Pulled Over Independence Day	July 2-6, 2025
Drive Sober or Get Pulled Over National Mobilization	August 15-September 1, 2025

Your agency is required to:

- i. Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.
- ii. Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator.

g. If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in **Division of Administration Policy and Procedure Memorandum No. 49 (PPM49)**. All out of state travel will be subject to prior approval by the LHSC.

Routine in-state travel is mileage is reimbursed at the published GSA rate for mileage; out-of-state travel will include lodging, mileage, airfare, and conference registration fees, hotel and airport parking, and ground transportation. Out-of-state destinations shall include highway safety related conference only. Travel not specified on the sub-grant budget

summary page must be submitted in writing and approved in advance by the LHSC Executive Director.

Submit requests for out-of-state conference travel to LHSC within the first quarter of the sub-grant year or within 90 days of received an approved sub-grant. Extension of this period must be specifically approved by the LHSC. Requests for travel cost reimbursements must include a **Travel Expense Account Form (DPSMF1382)**. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel.

- h. If included as part of this sub-grant agreement, the agency will make any LHSC approved equipment or other purchases in the first quarter of the sub-grant or within 90 days of receiving an approved sub-grant. Prior to placing the order, the agency will submit specifications for the items to be ordered to the LHSC Program Coordinator for review and approval. Once approval is received, the agency may order approved items. All purchases must be in accordance with State of Louisiana purchasing guidelines. For additional information, please refer to and the Louisiana Office of State Procurement website--

<https://www.doa.la.gov/dao/osp/vendor-resources/>

- i. Your agency agrees to work with the PTS Coordinator(s) assigned to your area:

Terry Chustz - Region: Troop A,F,G Coalition: N/A Email: Terry.chustz@la.gov Phone: (225) 933-3655

- j. Your agency agrees to work with the Law Enforcement Liaison(s) assigned to your area:

Terry Thompson - Region: Troop F Coalition: North East Email: terryt473@gmail.com Phone: (318) 334-4805

E. Project Reporting, Monitoring, and Evaluation

Complete reimbursement claims, including applicable Annexes must be submitted on a monthly basis. Your agency will receive claim packets or a link to claim packets prior to your first submission due date. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission.

Claims needing corrections/revisions will be returned to the submitting agency for corrections, which will result in a delay of your agency's reimbursement. Important Reminder: Final claims for reimbursement must be received by October 30, 2025. Sub-grantee agrees that project activities, reporting, monitoring, and evaluation will be in accordance with the current LHSC Manual for Sub-grants which includes **Certifications and Assurances** required by all federal fund sub-grantees and is available for review at

Sub-grantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. Incomplete or incorrect claim forms will not be processed by LHSC. They will be returned to the sub-grantee. All claims must be submitted as directed by LHSC Coordinator.

- a. All records and supporting documentation related to this sub-grant must be maintained by the agency for the current year plus five (5) years.
- b. The sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this agreement is terminated and/or a lawsuit is filed. Specifically, the sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

- c. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of sub-grantee which relate to this agreement.

F. Taxes

Before the sub-grant may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Sub-grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Sub-grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Sub-grantee resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Sub-grantee fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Sub-grantee and without penalty.

G. Termination for Cause

Should the State determine that the Sub-grantee has failed to comply with the Sub-grant's terms, the State may terminate the Sub-grant for cause by giving the Sub-grantee written notice specifying the Sub-grantee's failure. If the State determines that the failure is not correctable, then the Sub-grant shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Sub-grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Sub-grantee to make the corrections or the State may notify the Sub-grantee of the Sub-grant termination date.

If the Sub-grantee seeks to terminate the Sub-grant, the Sub-grantee shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

H. Termination for Convenience

State may terminate the Sub-grant at any time without penalty by giving thirty (30) days written notice to the Sub-grantee of such termination or negotiating with the Sub-grantee a termination date. Sub-grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

I. Remedies for Default

Any claim or controversy arising out of this sub-grant shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

J. Other Remedies

If the Sub-grantee fails to perform in accordance with the terms and conditions of this Sub-grant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Sub-grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Sub-grantee and proceeding against any surety of the Sub-grantee.

K. Governing Law

This Sub-grant shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Sub-grant. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Sub-grant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. E-Verify

Sub-grantee acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Sub-grant.

M. Record Ownership

All records, reports, documents and other material delivered or transmitted to Sub-grantee by State shall remain the property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub-grant. All material related to the Sub-grant and/or obtained or prepared by Sub-grantee in connection with the performance of the services sub-granted for herein shall become the

property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub-grant.

N. Sub-grantee's Cooperation

The Sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Sub-grant is terminated and/or a lawsuit is filed. Specifically, the Sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

O. Assignability

Sub-grantee may assign its interest in the proceeds of this Sub-grant to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Sub-grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Sub-grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Sub-grantee shall only transfer an interest in the Sub-grant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Sub-grantee's responsibilities and obligations.

P. Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this sub-grant for a period of five years from the date of final payment under the prime sub-grant and any Sub-grant. The Sub-grantee and Sub-grantee shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Sub-grantee and Sub-grantee shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Q. Fiscal Funding

The continuation of this sub-grant is contingent upon the appropriation of funds to fulfill the requirements of the sub-grant by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the sub-grant, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the sub-grant, the sub-grant shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

R. Non-Discrimination

Sub-grantee agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Sub-grantee agrees not to discriminate in its employment practices, and shall render services under this sub-grant without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Sub-grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this sub-grant.

S. Continuing Obligation

Sub-grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Sub-grant and debarment from future Sub-grants.

T. Eligibility Status

Sub-grantee, and each tier of Sub-grantees, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

U. Confidentiality

Sub-grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Sub-grantee in carrying out this Sub-grant. Sub-grantee shall use protecting measures that are the same or more effective than those used by the State. Sub-grantee is not required to protect information or data that is publicly available outside the scope of this Sub-grant; already rightfully in the Sub-grantee's possession; independently developed by the Sub-grantee outside the scope of this Sub-grant; or rightfully obtained from third parties.

Under no circumstance shall the Sub-grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

V. Amendments

Any modification to the provisions of this Sub-grant shall be in writing, signed by all parties, and approved by the required authorities.

W. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any sub-grant for \$100,000 or more and for any Sub-grantee with five or more employees, the Sub-grantee certifies that neither it nor its Sub-grantees are engaged in a boycott of Israel, and that the Sub-grantee and any Sub-grantees shall, for the duration of this sub-grant, refrain from a boycott of Israel. The State reserves the right to terminate this sub-grant if the Sub-grantee, or any Sub-grantee, engages in a boycott of Israel during the term of this sub-grant.

X. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Sub-grantee, any of its employees, agents, or Sub-grantees will have access to State government information technology assets, the Sub-grantee's employees, agents, or Sub-grantees with such access must complete cybersecurity training annually, and the Sub-grantee must present evidence of such compliance annually and upon request. The Sub-grantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Code of Ethics

The Sub-grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Sub-granting Party in the performance of services called for in this Sub-grant. The Sub-grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Sub-grant.

LHSC SUBGRANT MANUAL ACKNOWLEDGEMENT:

This signature acknowledges that I have READ/REVIEWED/RECEIVED, UNDERSTOOD, and AGREE to the Terms and Conditions set forth in the LHSC Sub-grant Manual. I will adhere to all provisions set forth in the sub-grant manual.

Link to Subgrant LHSC Subgrant Manual

Manual: Site address:

<https://www.lahighwaysafety.org/media/qewdzjfe/ffy-2025-manual-for-subgrants.pdf>

BY: _____

Typed Name:

Title:

SUB-GRANT APPROVAL

This sub-grant is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

STATE AGENCY SIGNATURE:

BY: _____

Lisa Freeman, Executive Director and Governor's Highway
Safety Representative
Phone: (225) 925-6991

SUB-GRANTEE SIGNATURE:

BY: _____

Typed
Name:
Title:

Rev 6.2024

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE OUACHITA PARISH SHERIFF'S OFFICE TO APPLY FOR AND ACCEPT JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDS (\$69,605.50) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Edwin Byrd Memorial Justice Assistance Grant ("JAG") Program, administered by the federal Bureau of Justice Assistance, makes funds available to state and local jurisdictions to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS, through an Interlocal Agreement with the Ouachita Parish Sheriff's Office ("OPSO"), the City of Monroe annually applies for and accepts JAG funds to purchase necessary equipment to support its law enforcement activities;

WHEREAS, the City desires to enter into an Interlocal Agreement with the OPSO to seek \$69,605.50 in FY 2024 JAG funds to continue MPD's use of digiTicket, which allows officers to electronically capture information for citations and summons, and GrayKey software, which assists officers in extracting encrypted or inaccessible data from mobile devices involved in crimes; and

WHEREAS, the Interlocal Agreement between the City of Monroe and the Ouachita Parish Sheriff's Office and the Program Narrative are attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the City of Monroe is authorized to enter an Interlocal Agreement with the Ouachita Parish Sheriff's Office to apply for and accept FY 2024 Edwin Byrd Memorial Justice Assistance Grant Program funds; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute and enter into said Interlocal Agreement and to execute any and all documents necessary to accept the award and implement the program.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of October, 2024.

CHAIRPERSON

CITY CLERK

Program Narrative

The Monroe Police Department is applying for the 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, which will be distributed equally between the Ouachita Parish Sheriff and Monroe Police. The funds to be allocated to the Monroe Police Department will be \$69,605.50.

The Monroe Police Department has fully implemented the use of digiTicket devices. The devices and software have worked well with the department's computer system. The use of digiTicket allows officers to scan a driver's license or ID and will automatically fill in fields on a citation or summons. On screen menus are used to complete necessary data on the citation or summons. Officers can use the device to take photos of the violator or evidence of the violation, voice recordings, electronic signatures or fingerprints.

Utilizing the digiTicket device increases officer safety, puts the officer back in service sooner, increases time available for patrolling, increases the number of stops and reduces the time a violator is detained. The digiTicket device allows an officer to collect evidence that would otherwise not be collected unless an arrest or other investigation was done.

The Monroe Police Department will purchase a GrayKey software. This will continue the Monroe Police Department's ability to extract encrypted or inaccessible data from mobile devices invoiced in crimes.

This software will allow the Monroe Police Department to better serve the victims of crime by giving investigators access to critical data needed to help solve crimes.

The Monroe Police Department is applying for this grant under the area Information and Technology.

The following represents the phases planned to develop and deploy the solution

Goal 1: To continue the use of digiTicket equipment, hardware, and software

Objective 1: digiTicket equipment, hardware and software

digiTicket Equipment	\$29,111.50
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Goal 2: To continue use of GrayKey software license

Objective 2: GrayKey software	\$40,494.00
--------------------------------------	-------------

THE STATE OF LOUISIANA
PARISH OF OUACHITA

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT
BETWEEN THE OUACHITA PARISH SHERIFF'S OFFICE AND THE CITY OF
CITY OF MONROE POLICE DEPARTMENT

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 1st day of October, 2024, by and between OUACHITA PARISH SHERIFF'S OFFICE, acting as Louisiana Law dictates, its own governing entity and the CITY OF MONROE POLICE DEPARTMENT, acting by and through its governing body, Monroe City Council, hereinafter referred to as the City of Monroe, both within the parish of Ouachita, State of Louisiana, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, OUACHITA PARISH SHERIFF'S OFFICE agrees to provide the CITY OF MONROE POLICE DEPARTMENT from the JAG award for their law enforcement equipment needs; and

WHEREAS, OUACHITA PARISH SHERIFF'S OFFICE and CITY OF MONROE POLICE DEPARTMENT believe it to be their best interests to reallocate the JAG funds.

Section 1.

OUACHITA PARISH SHERIFF'S OFFICE agrees to pay the CITY OF MONROE POLICE DEPARTMENT a total of \$69,605.50 of JAG funds.

Section 2.

CITY OF MONROE POLICE DEPARTMENT agrees to use \$69,605.50 to purchase necessary equipment to be used for law enforcement activity until September 30, 2029.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against OUACHITA PARISH SHERIFF'S OFFICE.

Section 4.

Nothing in the performance of this Agreement shall impose any liability claims against CITY OF MONROE POLICE DEPARTMENT.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the equipment or services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not signatory hereto.

CITY OF MONROE, LOUISIANA

PARISH OF OUACHITA, LOUISIANA

Mayor

Sheriff

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 THE LEMOINE COMPANY FOR THE WPCC – UV DISINFECTION SYSTEM PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by The Lemoine Company on the WPCC – UV Disinfection System Project is substantially complete; and

WHEREAS, a Certificate of Substantial Completion is attached hereto and made a part hereof.

NOW, THEREFORE, 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 The Lemoine Company on the WPCC – UV Disinfection System Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the WPCC – UV Disinfection System Project as substantially complete.

This Resolution was submitted in writing and was then submitted to a vote as a whole. The vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 2024.

CHAIRPERSON

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: WPCC – UV Disinfection System Replacement	
Owner: City of Monroe, LA	Owner's Contract No.: 22SEW005
Engineer's Firm: Waggoner Engineering, Inc.	Engineer's Project No.: 101.MC00061.000
Contractor: The Lemoine Company	Date of Contract: July 21, 2023

This ~~tentative~~ [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

September 18, 2024

 Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ [revised tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

None

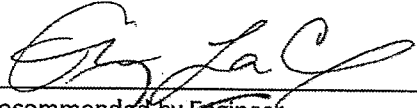
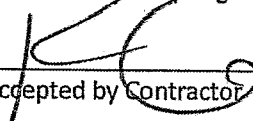
Contractor's Amended Responsibilities:

None

The following items comprise the punchlist generated at the Substantial Completion Meeting:

1. Extend rock at grade on southwest side of structure at panel location; grading around structure; add 6" PVC pipe at base of stairs so that area drains to the northeast. \$2,000 value.
2. Remove equipment and stockpiled salvaged/extra materials upon completion of contracted work at new UV structure and existing UV structure. \$1,000 value

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

 Recommended by Engineer	<u>09.19.24</u> Date
 Accepted by Contractor	<u>9/19/2024</u> Date
Accepted by Owner	_____ Date

END OF SECTION

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

A RESOLUTION APPROVING AUTHORIZING MAYOR FRIDAY ELLIS TO EXECUTE AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE STATE OF LOUISIANA OFFICE OF FACILITY PLANNING AND CONTROL (FP&C) FOR THE GEORGIA STREET PUMP STATION, INCLUDING GENERATOR & AUXILIARY PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, in 2020, the City received Capital Outlay Act funds and entered into a Cooperative Endeavor Agreement with the State of Louisiana, Office of Facility Planning and Control, for the Georgia Street Pump Station, Including Generator and Auxiliary, Project (Res. No. 7888); and

WHEREAS, the existing Cooperative Endeavor Agreement will expire on October 31, 2024, and the parties desire to extend the term of the Cooperative Endeavor Agreement until September 16, 2027, to continue the funding and complete the project; and

WHEREAS, a copy of Amendment No. 1 to the Cooperative Endeavor Agreement is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis be and is hereby authorized to enter and execute Amendment No. 1 to the Cooperative Endeavor Agreement with the State of Louisiana Office of Facility Planning & Control for the Georgia Street Pump Station, Including Generator and Auxiliary, Project

This Resolution 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 Resolution was declared **ADOPTED** on the ____ day of October 2024.

CHAIRMAN

CITY CLERK

PO # 2000719426
CFMS # NA
AMENDMENT #1
Grant # B-18-DP-22-0001
Year 2018
CFDA # 14.228

COOPERATIVE ENDEAVOR AGREEMENT
IMPLEMENTING GRANT UNDER
COMMUNITY DEVELOPMENT BLOCK
GRANT DISASTER RECOVERY PROGRAM

BY AND BETWEEN
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

AND

CITY OF MONROE

EFFECTIVE FEBRUARY 1, 2024

AMENDMENT PROVISIONS:

CHANGE AGREEMENT FROM:

Page 7

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 17, 2020 and terminate October 31, 2024 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

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

CHANGE AGREEMENT TO:

Page 7

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 17, 2020 and terminate September 16, 2027, unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

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

Reason for Amendment:

To extend the end date to complete project.

(Remainder of page intentionally left blank)

FOR REVIEW ONLY

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: Gina Campo

Title: Executive Director

Date: _____

GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

**MONROE CITY COUNCIL
AGENDA ITEM REQUEST FORM**

Requested Meeting Date: October 8, 2024

Department/Division: Engineering Dept/Planning & Zoning Div

Name and Contact: Shannon Futch/318-329-2334

Agenda Item Information

Ordinance Resolution Minute Entry

Proposed Agenda Title:
Conditional Use Permit (CUP 109-24)
4 Dudes Investments, LLC
709 North 34th Street, Monroe, LA 71201

Description of Proposed Agenda Item (attach any necessary supporting documents):
The applicant is appealing the Planning Commission denial decision of the minor conditional use permit to allow the applicant to construct 2 (45' x 115' or 5,175 sq. ft.) storage buildings at 709 North 34th Street, in the B-3 (General Business/Commercial) District. (Planning Commission minutes are forthcoming)

Deadline Information

Are there any deadlines associated with the proposed agenda item? Yes No

If yes, state the deadline: _____

Explain the type of deadline (*i.e.* legal/compliance deadline, funding, or other deadline) and any effects.

Signature

Date Submitted

Internal Processing

Date Received by City Attorney: _____ Approved by City Attorney: Yes No

Date Received by Council Clerk: _____ Date Reviewed by Council Chair: _____

Approved for Agenda: Yes No Chair: _____



September 23, 2024

4 Dudes Investments, LLC
313 Frenchman's Bend Place
Monroe, Louisiana 71203

RE: Appeal Letter (MGO - 2024-260)
Conditional (Minor Use)
709 North 34th Street
Monroe, LA 71201

To whom it may concern,

4 Dudes Investments are appealing the denial of the Minor conditional use permit that was denied by the Monroe Planning Commission for the above-mentioned project. The decision by the commission was based upon a water issue (flooding the neighborhood) and not what the actual minor conditional use permit that was requested for their meeting. The surrounding area has these types of storage buildings adjacent and within 200 yards for the proposed site for the new structures that we are requesting to be constructed. The new buildings will abide by the current City of Monroe Code, including landscaping, fencing requirements and (DIS) Drainage Impact Statement for the water that the current site will generate for new construction. The new buildings will have zero impact on additional traffic and will provide a new tax revenue for the City of Monroe. These new storage buildings are for personal use, not commercial use. They will only have (4) four owners that will not provide any hardship on traffic for the surrounding neighborhood. According to the city of Monroe Planning Zoning, this is a B-3 zone and our company could build a lot of different types of businesses that would create tremendous amounts of traffic, noise, and possible hardships for the area. We elected to build low impact personal use storage buildings.

DENIAL: The planning commission stated that we should have provided information to their committee that the buildings would not impact the flooding that was in the nearby neighborhood. This process will be provided during the **site development period** when our engineer provides a (DIS) Drainage Impact Statement to the City of Monroe Engineering Department that shows where the water will be contained, directed and held per the city code requirements for our site only. The City of Monroe engineering department would either reject, deny, request additional ways of containment, or approve our design.



We have hired an engineer (Foy Gadberry PE) to begin the (DIS) Drainage Impact Statement for our site so we can provide this information to the City Engineer prior to the council's meeting including the site development meeting for the project.

We respectfully request, that our Minor conditional use permit be awarded based upon the conditions that we have stated and will abide by the City of Monroe requirements for new buildings and the site development process that all buildings that are designed in the City of Monroe.

Please contact us if you have any questions or would like to discuss this matter.

Sincerely,

BRIAN D. MCGUIRE

Brian D. McGuire
Construction Management

Robert Ellis

Robert Ellis, AIA, NCARB, LEED AP BD+C



CITY OF MONROE

CITY OF MONROE PLANNING COMMISSION

September 13, 2024

Certified Mail

4 Dudes Investments, LLC
Attn: Mr. Todd Gentry
313 Frenchman's Bend Place
Monroe, LA 71203

Dear Mr. Gentry:

This letter is to inform you that your request for a MINOR conditional use permit to allow the applicant to construct (2) 45' x 115' or 5,175 square foot storage buildings at 709 North 34th Street. The site is located with the B-3 (General Business/Commercial) District, was reviewed and DENIED by the Monroe Planning Commission at their regular meeting on September 9, 2024, meeting and will be forwarded to the City Council for a final decision.

The City Council review this CONDITIONAL USE on Tuesday, September 24, 2024, at 6:00 p.m. in the Monroe City Hall Council Chambers, First Floor, Monroe, Louisiana.

Although you are not required to attend this meeting, you may be present in case there are any questions.

For further information or details about this matter, you may contact this office at 318-329-2430.

Sincerely,

Alyeasha C. Adams

Alyeasha C. Adams
Planning & Zoning Sr. Planner

Appeals Procedure

In accordance with Section 37-130. *Appeal*

- a. When Allowed
Appeals may be filed by any person aggrieved, or by any official or department of the City of Monroe affected by any decision of the Planning and Zoning Director, the Planning Commission or the Board of Adjustment. Appeals shall be made within thirty (30) days of the decision.
- b. Application
 - i. No pre-application conference is necessary.
 - ii. All appeals shall be filed in writing with the Planning and Zoning Director and shall include a written statement citing the decision that is being appealed, and any reasons why the appeal should be granted.
- c. Stay of Proceedings
An appeal stays all proceedings in furtherance of the action appealed, unless the Planning and Zoning Director certifies to the City Council after the notice of appeal has been filed, that a stay would cause imminent peril of life or property. In such case proceedings shall not be stayed except by restraining order that may be granted by the 4th Judicial District Court.

**City of Monroe
Planning Commission**

CASE NO.: CUP 109-24
NAME OF APPLICANT: 4 DUDES INVESTMENTS, LLC
ADDRESS OF PROPERTY: 709 North 34th Street
COUNCIL DISTRICT: 2

REQUEST: A Minor Conditional Use Permit (CUP) to allow the applicant to construct two (2) 45' x 115' or 5,175 square foot buildings for storage (large) located in the B-3 (General Business/Commercial) District. The property is located at 709 North 34th Street.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to construct two buildings on an existing vacant lot.

SIZE OF PROPERTY: 0.516-acres (more or less)

PRESENT ZONING: B-3 (General Business/Commercial) District

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS): North of Armand Street, south of West Rimes Circle, east of North 33rd Street and west of North 34th Street.

SURROUNDING LAND USES: The surrounding land use consists of commercial offices to the north, residential to the south, east and west of the site.

ADVERSE INFLUENCES: Minimal increase in traffic for the area.

POSITIVE INFLUENCES: Development will generate taxes for the city.

**COMMENTS/
RECOMMENDATIONS:** The applicant is requesting to construct two (2) 45' x 115' or 5,175 square foot metal buildings for storage (large). There will be 2 units per building, with adequate service entrance and exit doors. Two (2) roll-up doors will be provided, per building, for drop-off and pick-up of materials being stored at the location. Two (2) parking spaces will be provided per building. The property is currently vacant and enclosed with a 6' foot high cyclone and cinder block fences.

CUP 109-24
4 DUDES INVESTMENTS, LLC

This request will not interfere with the existing aesthetics, and presentation to the surrounding structures in the area.

This request will meet the use standards set forth within the Comprehensive Zoning Ordinance geared towards Urban Mixed-Use interests. The future land use will accommodate residential and commercial uses.

The property is located in the A-O Flood Zone. A drainage impact statement will be required prior to construction.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

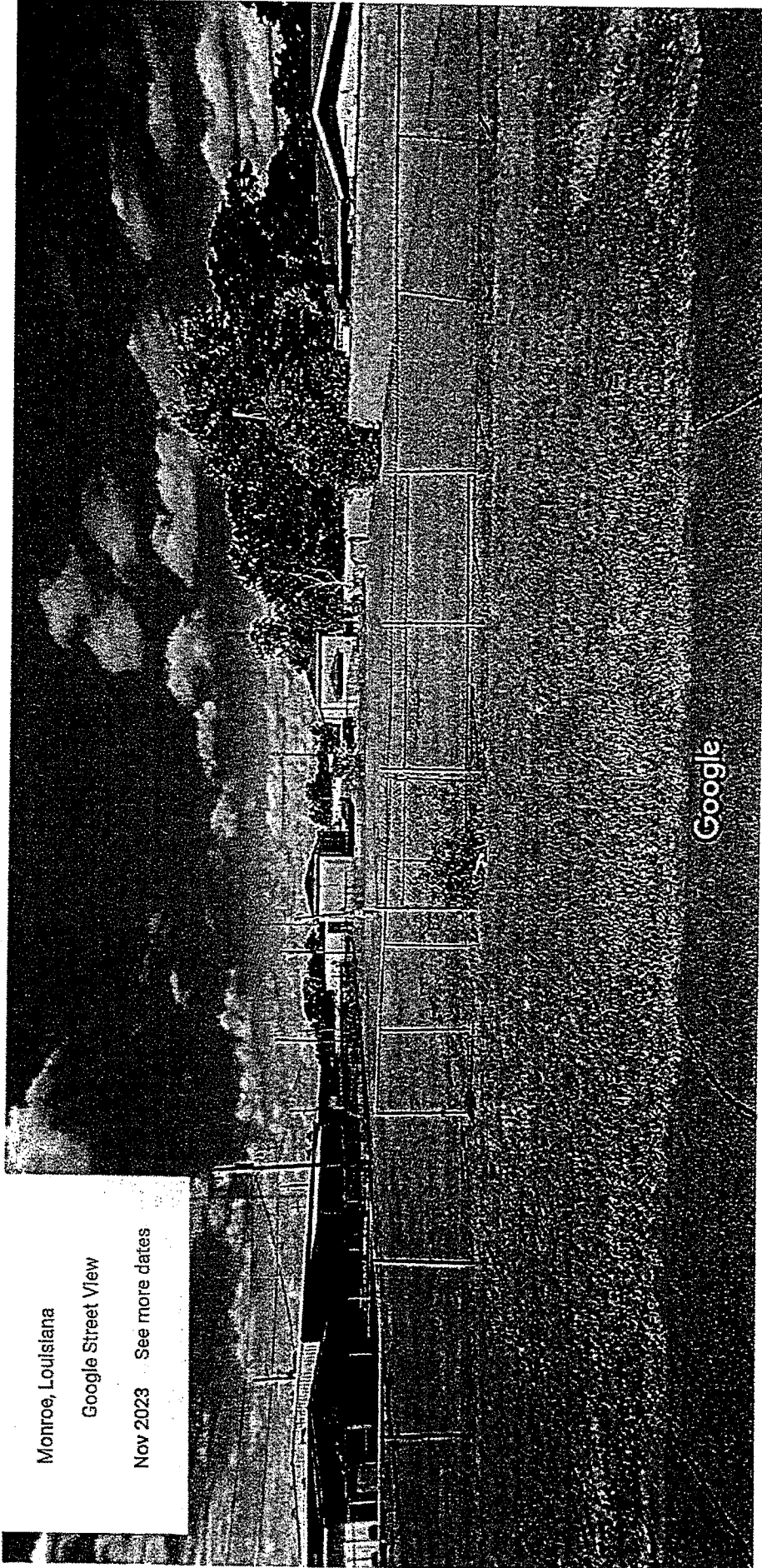
These conditions may include, but are not limited to the following:

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or

CUP 109-24
4 DUDES INVESTMENTS, LLC

- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

Google Maps 798 N 34th St

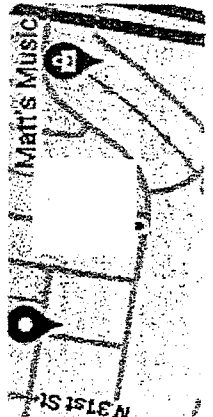


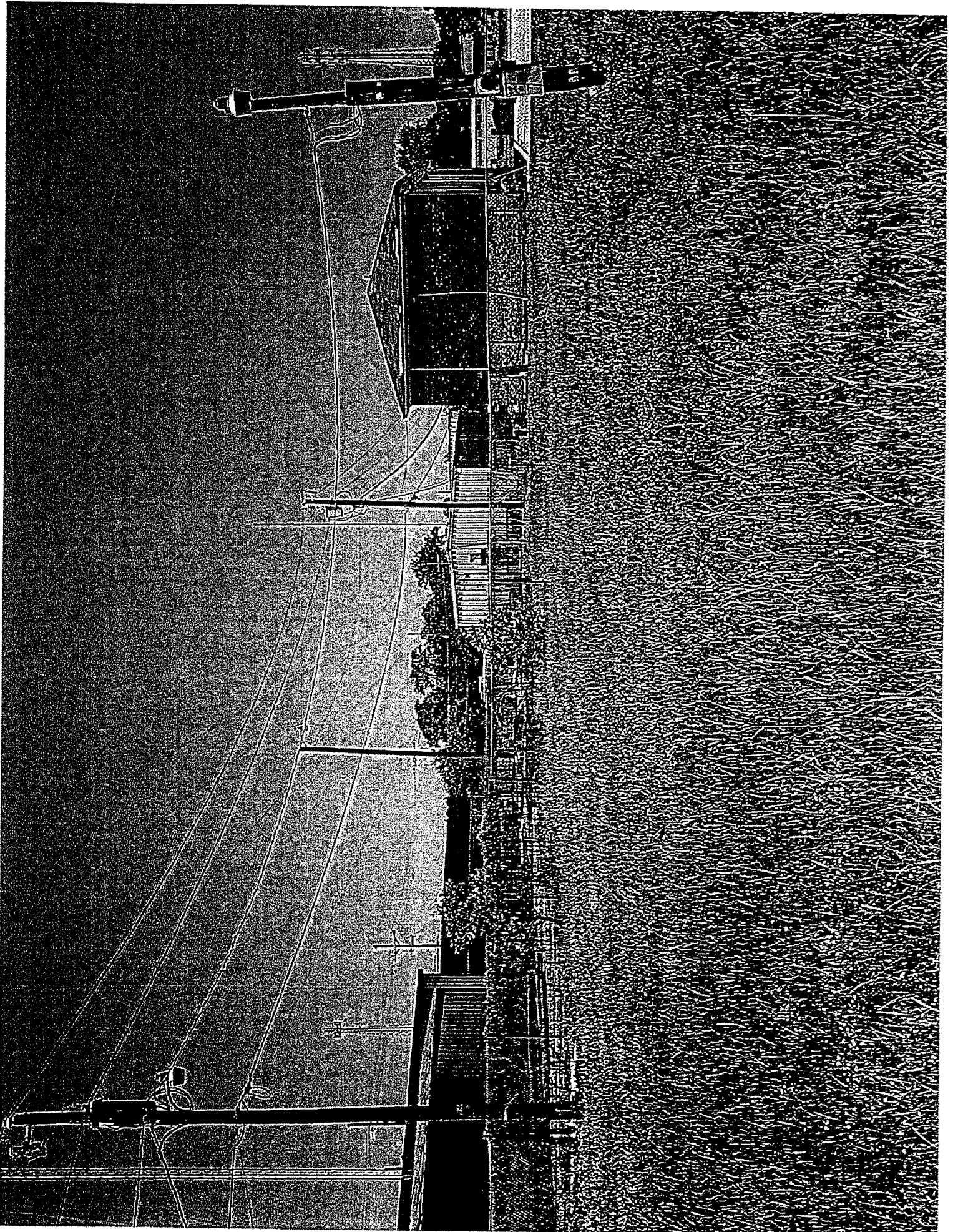
Monroe, Louisiana

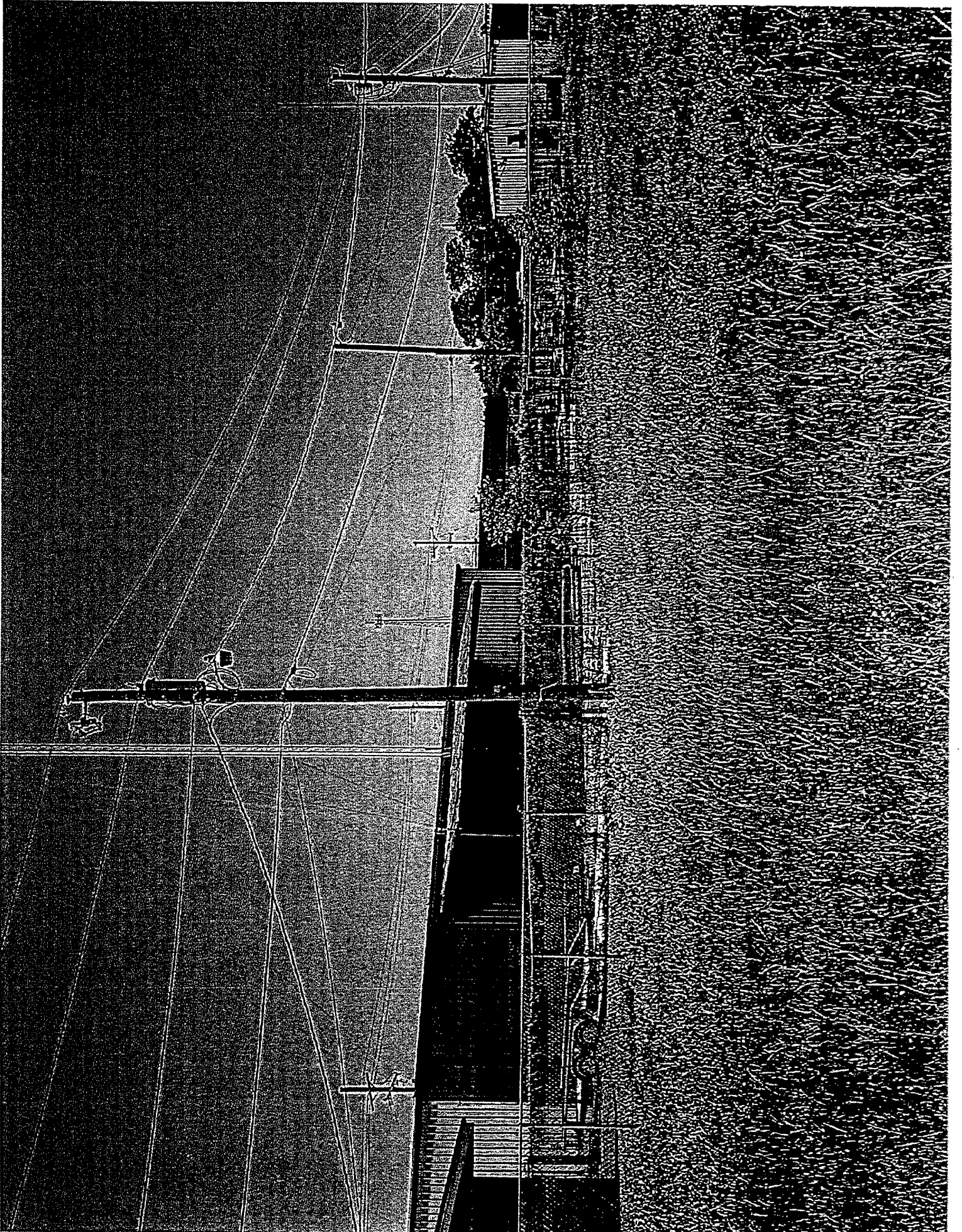
Google Street View

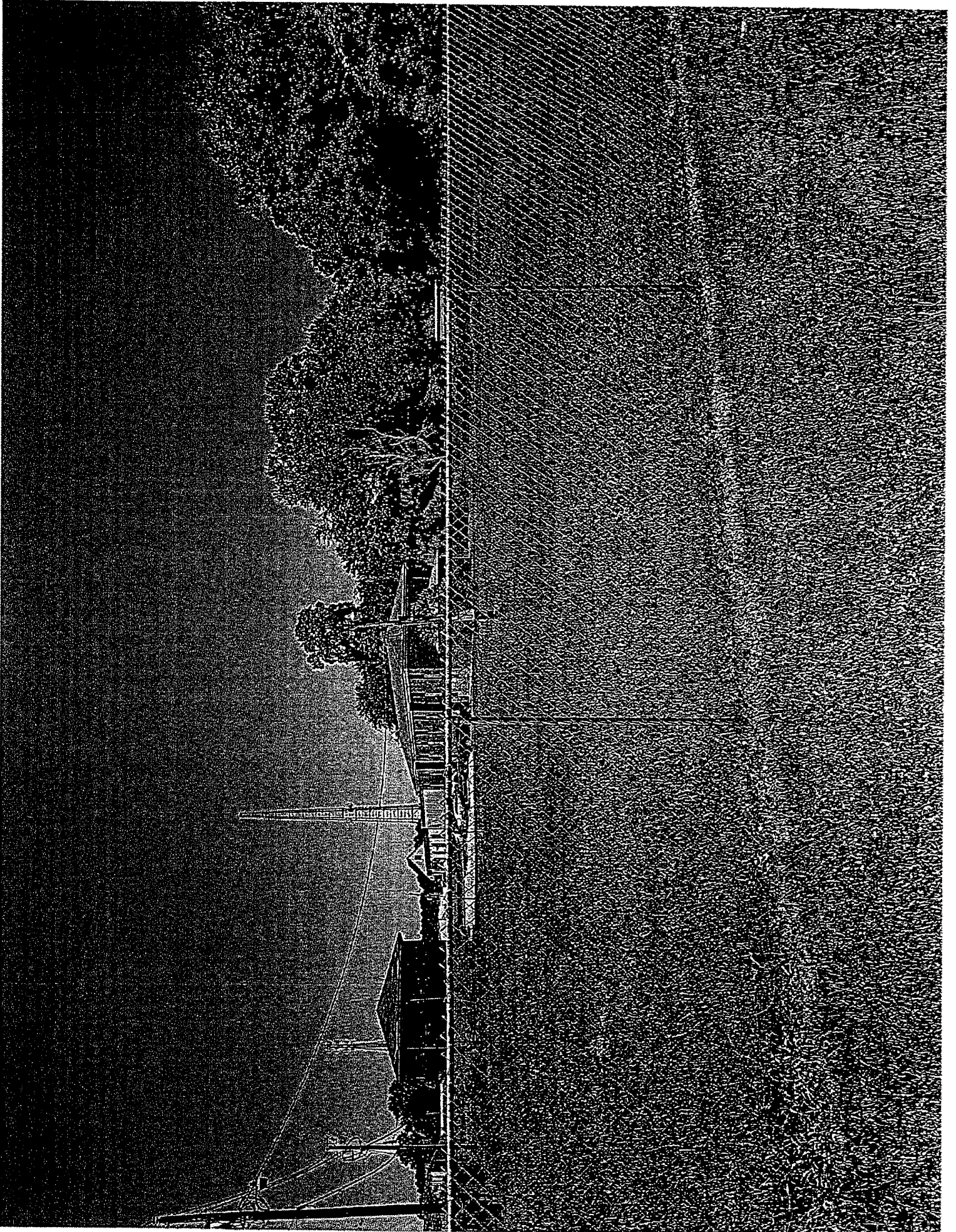
Nov 2023 See more dates

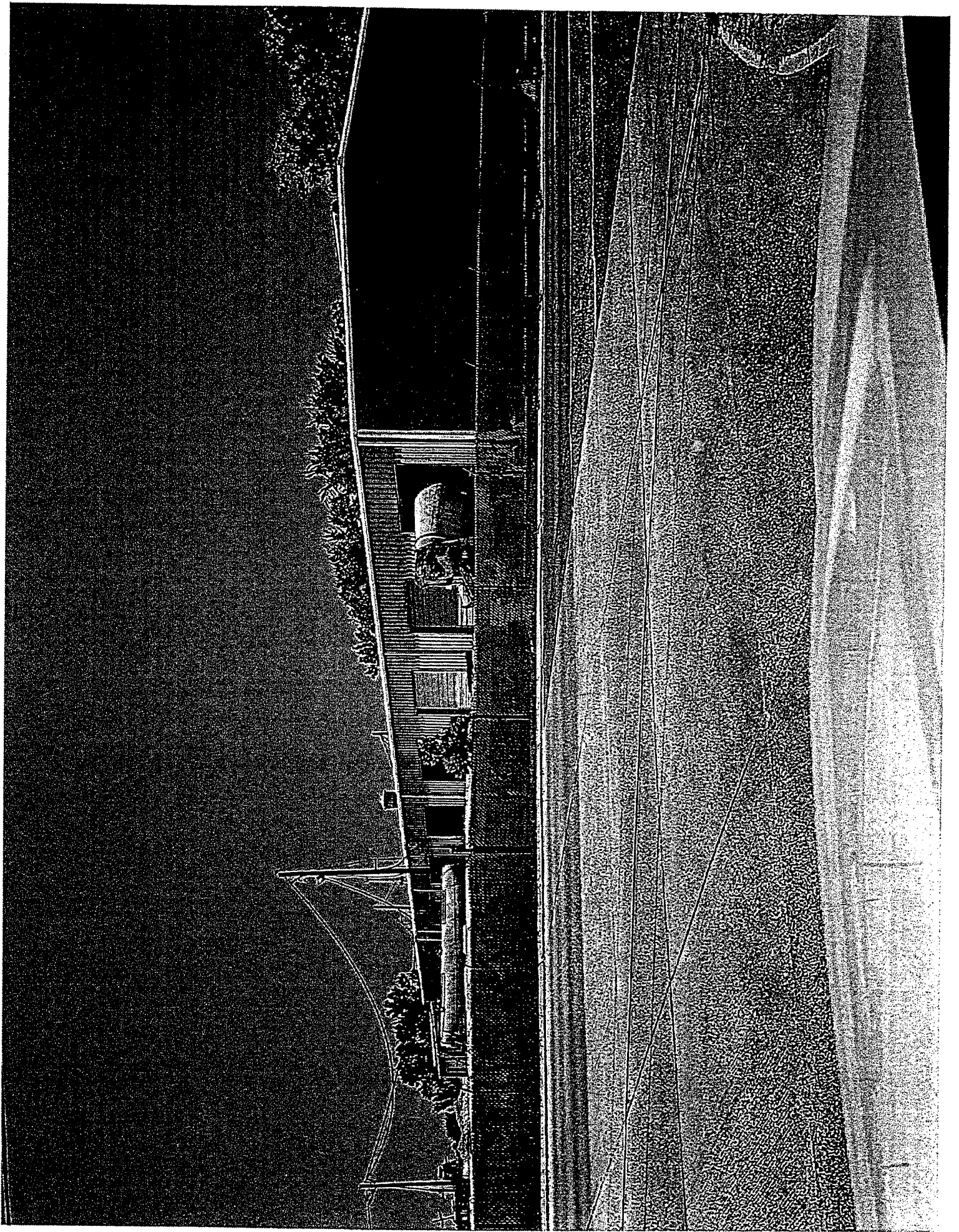
Image capture: Nov 2023 © 2024 Google

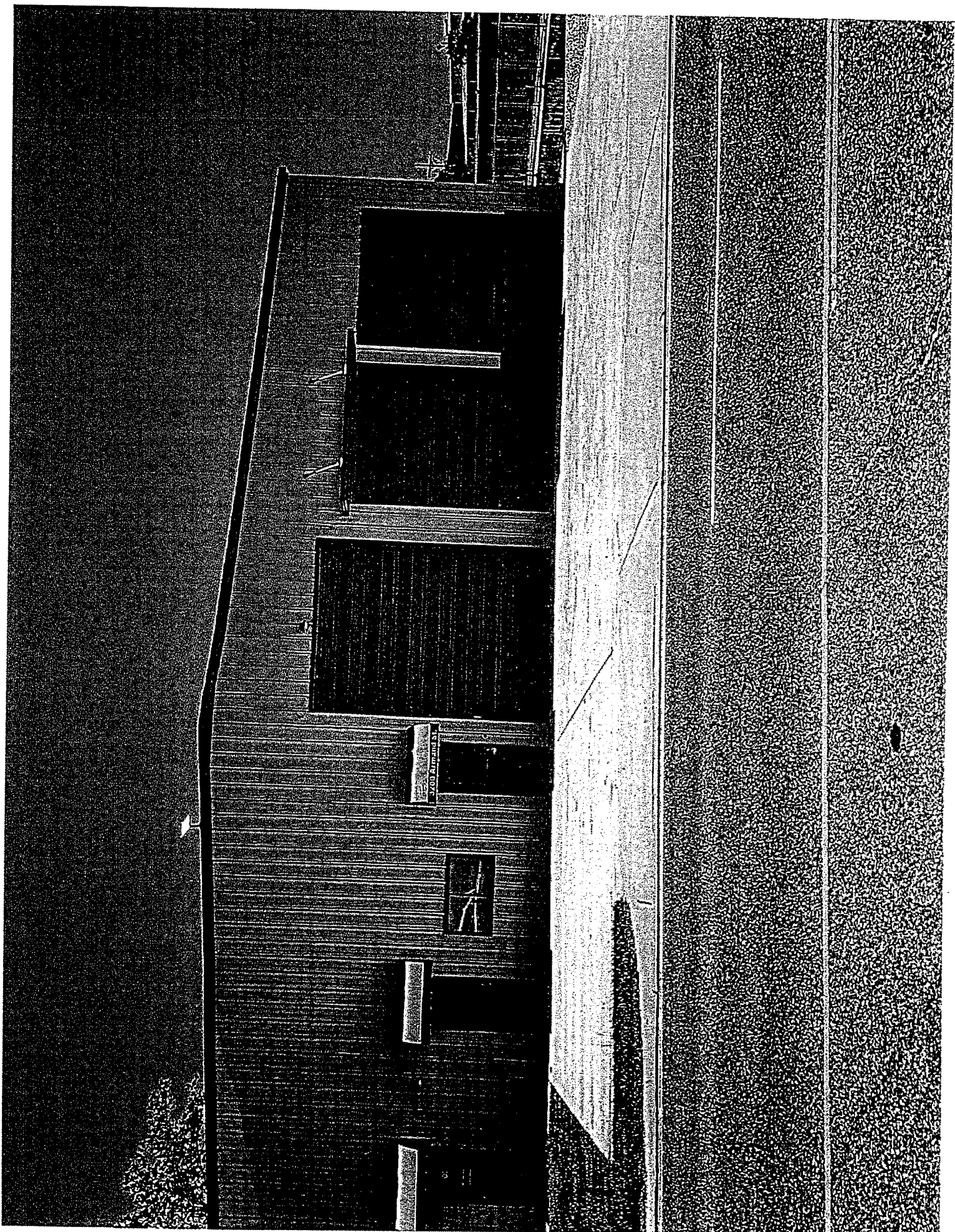


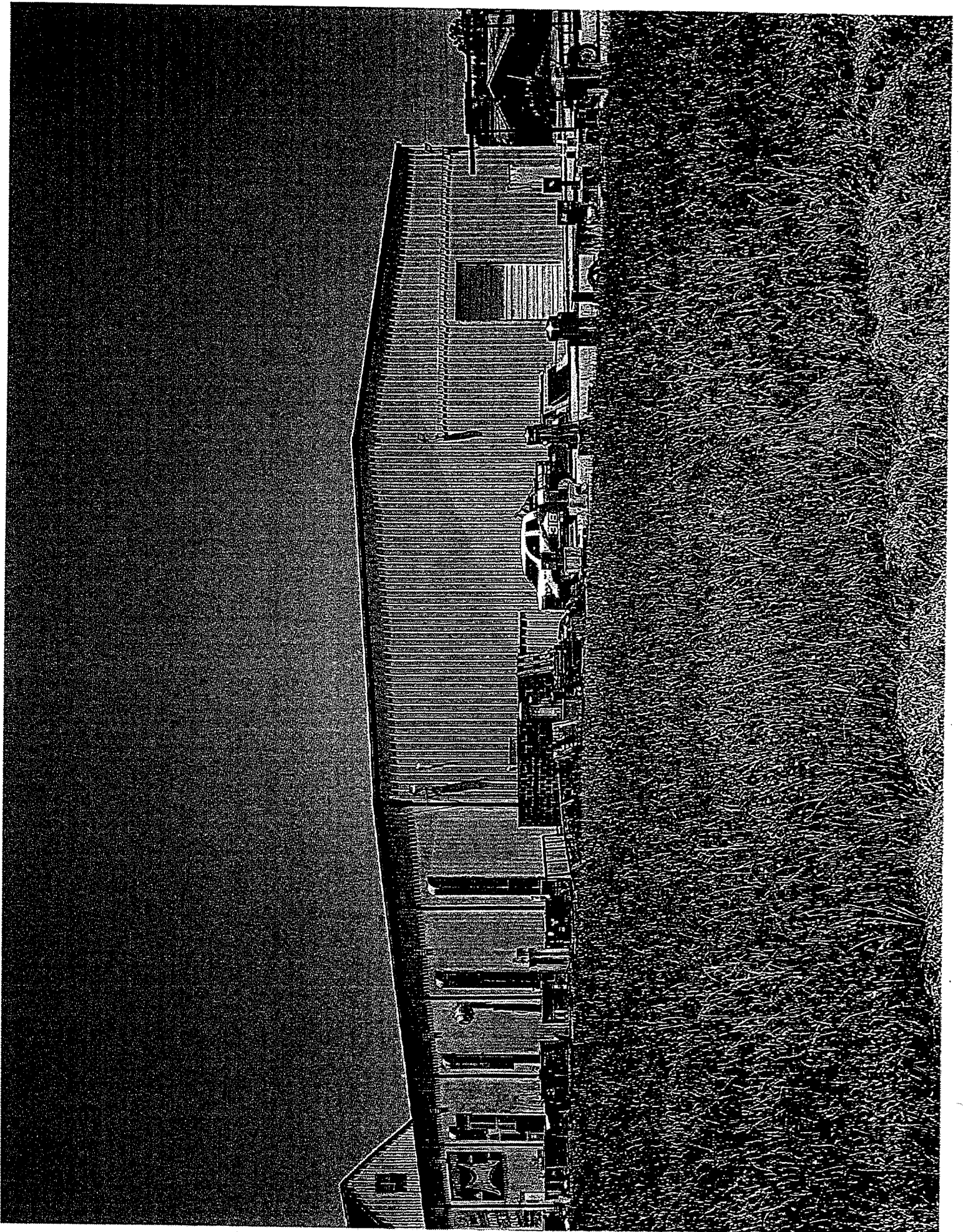










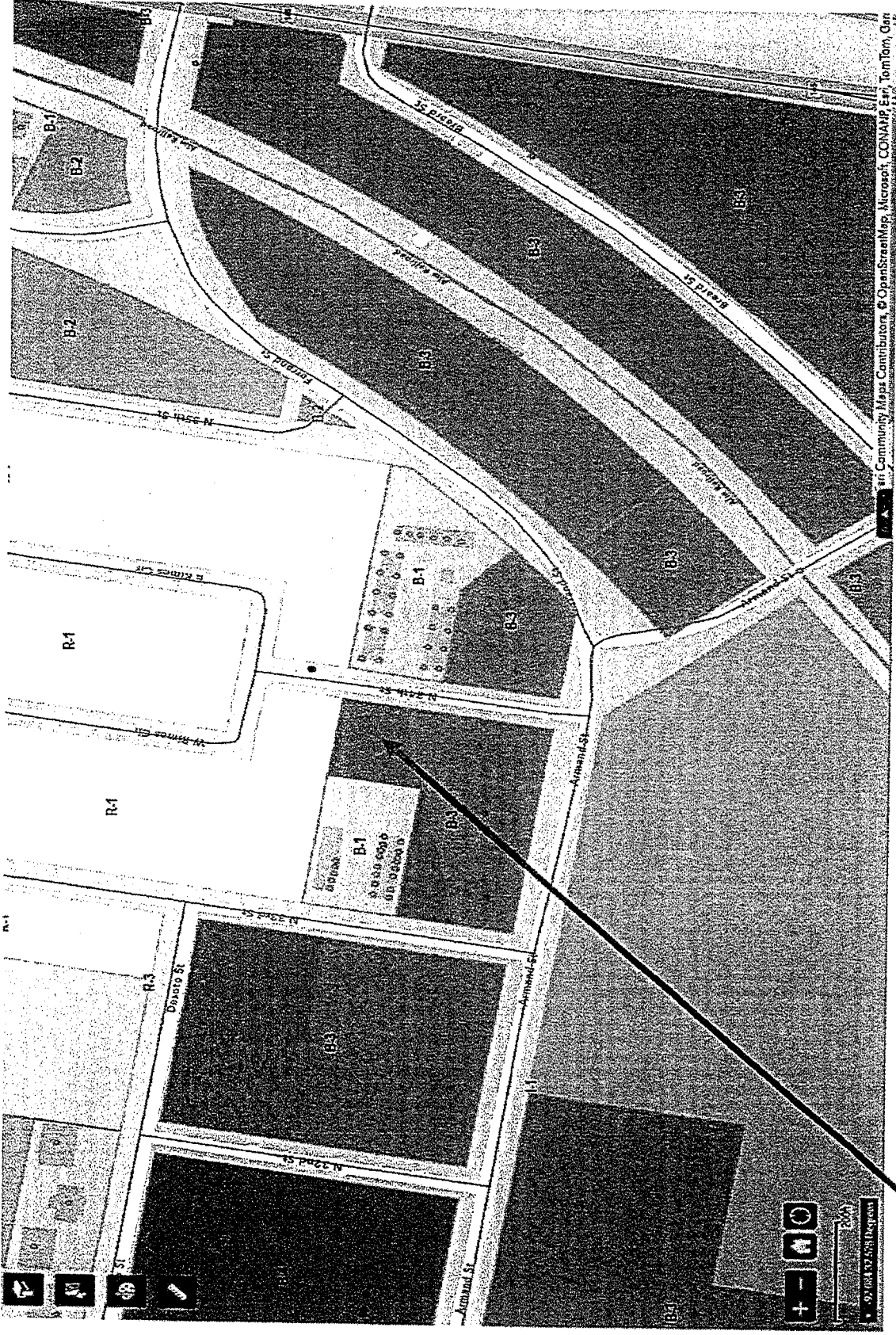




CUP 109-24: 4 DUDES, LLC (709 North 34th Street)

Request to construct 2 large metal storage buildings, measuring 45'x115' or 5,175 sq. ft.

ZONING MAP



Proposed Site

CUP 109-24(Minor): 4 DUDES INVESTMENTS, LLC 709 NORTH 34TH STREET:

The applicant is requested to construct two (2) 45' by 115' or 5,175 square foot metal buildings for storage(large). There will be two units per building, with adequate service entrance and exit doors. Two (2) roll-up doors will be provided, per building, for drop-off and pick-up of materials being stored at the location. Two (2) parking spaces will be provided per building. The property is currently vacant and enclosed with a 6' foot high cyclone and cinder block fences.

REQUEST

The applicant is requested to construct two (2) 45' x 115' or 5, 175 square foot metal buildings on an existing vacant lot.

COMMENT(S)

There will be two units per building with two roll-up doors.

Two (2) parking spaces will be provided per building.

Property is currently enclosed with a 6' tall cyclone and cinder block fence (north property line)

ADVERSE INFLUNENCE (S)

Potential for increased traffic

POSITIVE INFLUNENCE (S)

Potential for increased taxes for the city

ACTIONS OF THE COMMISSION

Approve the applicant's request, as presented.

Approve the applicant's request with conditions or amendments.

Deny the applicant's request as presented.

MAJOR AND MINOR CONDITIONAL USE CRITERIA

THESE CONDITIONS MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion, or traffic.
2. Increase the required lot size or yard dimension.
3. Limit the height, size or location of buildings, structures, and facilities.
4. Control the location and number of vehicle access points.
5. Increase the number of required off-street parking spaces.
6. Limit the number, size, location, or lighting of signs.

7. Require additional fencing, screening, landscaping, or other facilities to protect adjacent or nearby property.
8. Designate sites for open space.
9. Provide ease of access to major roadways or
10. Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

Ms. Adams: This is the zoning for the property. This is a site plan of the lot with the buildings. These are photos of the site.

Mr. McGuire: it is currently zoned for large storage. It has a conditional use according to the code. We are building just two large storage buildings right there. They are going to look; we back up one right adjacent to it. There is a storage building right next to it. That we bought the land from Mr. Peters and them. The surrounding area has metal buildings, like we are talking about a building. We are going to be in the requirements of the city as far as setbacks, landscape ordinance, height requirements. It is only going to be fourteen-foot eve height with a four and twelve roof. It is going to be remarkably similar to the Geo Shack behind all the storage buildings in that area. It is very where it says B-3. That is Mr. Peter's building. It is very identical to that size building. It will have storage facilities. As far as the impact on that street. It is not going to be high traffic for a lot of people going in and out. It is just going to be minor storage that we are going to have in these large facilities. It is not for business use at all. It is more of a personal storage.

Mr. Neely: Are there any questions from the commission?

Mr. Scott: It is in a flood zone. Have you had any comments or discussions relative to the impact?

Mr. McGuire: Yes, sir. We have an engineer that is going to do a drainage impact for the city. It will be applied with the permit to get approved. It will be done with Mr. Foy Gadberry. Who does our engineering for us? Like all City of Monroe projects. We have to do a drainage impact.

Mr. Neely: Any further questions from the commission?

Mr. Neely: If not, is there anyone in the audience wishing to speak in favor of this project?

Mr. Neely: Anyone wishing to speak against it?

Mr. McKay: The problem we have is flooding. We already have a high flooding area where that street is on 34th Street. We have a dip that is right in my driveway. I am concerned about the flooding. The potential of flooding even more. It is going to increase high traffic. We already have traffic problems in that area. We have from Evangeline Street all the way down to Armand. The water flows from Evangeline Street all the way to Armand Street. It causes flooding right in front of my driveway. Our problem is you are going to have increased traffic, heavier traffic with heavier trucks. This is going to also cause a problem. That is where we stand right now. I am asking the commission to deny this project.

Mrs. Ezernack: I am representing Council District 2. I have had the same concerns given to me as far as the flooding. That has been a problem in that area for years. We have made some improvements there. But as he states there are still problems entering that subdivision. There is water standing in the road. It is very deep the way that curb and gutter is done in that area. It is not really good drainage in that area. As I said, we have made improvements, but if he is stilling having issues. I do not know how we can correct that. I hope you will take that into consideration. I know they have a drainage impact statement. That would have to be given to the city. But would happen from that point forward if it were not

favorable. Would they be required to make diverse types of improvements to correct that situation to not cause any water coming back that way from the property? What would be the results of that statement? If you did allow it? How would they be forced to make if the statement were not favorable to the new owner.

Mr. Neely: Would you like to answer the comment?

Mr. McGuire: When we do a drainage impact statement. We hired a licensed engineer. They manage all the water that is on the site itself. Whatever the statement tells me to do. Either I catch the water and hold it longer than it should. To not let it go into the drainage system or contain it in retention pond. It is whatever our engineer produces. We only manage the water that is on our project to not give it anywhere else. Once we manage it, they send the flows of the water, the hydrology calculation of it. Then it goes into the drainage system based upon the hydrology calculations. The engineer of the City of Monroe will review it. He will look at the other engineers if they make recommendations, like you said. If we need to do a little bit more to keep from sending it somewhere else. They will tell us what to do when it comes to that. That is what it is. You only manage what you have. Now as far as, we might find some things where when they do his drainage impact. He might find some areas that, like you said, that you were having problems with that we might correct with the city. We found this problem while we were doing our project. But let us look at this here because this here is not even working anyway. Where it is right now.

Ms. McKay: I understand. I am not really opposed to their project, but we have lived there for thirty-eight years. The only thing that has helped us is the Tower Armand Project. When they came in and redid that project that relieved some of the flooding. I live there. I have seen the rain where we talked about three to five inches coming in the next few days. That water sets on that lot. The only two houses that really will be affected are the water across the street and mine. We have lived there, and the water has become to be a man six foot tall up to waist deep before. I am concerned about it. I have had an engineer give me a survey to where an elevation certificate. I have had everything done. But I am still concerned about the flooding. When they came in and did the Tower Armand. They did put some more drainage there. But the water still comes up when it rains five inches. It is going to come up to our driveway and I am elevated. I am just concerned about the flooding. If there is something that can be done where the drainage can drain. And not drain down to where my driveway is fine. But I am concerned about the flooding.

Mr. Neely: Are there any other comments from the audience?

Mr. Muhammad: I have a question. Do we have the water flow the topographical sketch that you have proposed for this property after it is built?

Mr. McGuire: We will have to get that before you can give us a permit. We have to submit that drainage impact to the City of Monroe. Then they will approve the drainage impact of what we do with the water.

Ms. Adams: It will have to go through a Site Plan Review process. And a drainage impact statement is required.

Mr. Muhammad: But we do not have it now. Right?

Ms. Adams: No.

Mr. Muhammad: I am a general contractor. You can get a flow of your property prior to. Because you can pay an engineering company before you present it to the city. With the proposed water flow based on when you put your foundation down. How would the water flow and how is it going to impact other

areas? You can get that prior to the presentation to the city because having that has nothing to do with the presentation to the city. I am asking, is there something you can show at this moment?

Mr. McGuire: No, sir. We do not have anything as far as drainage impact yet. Because it is a flat piece of land, and all the water drains straight to the front ditch in the front of the property.

Mr. Muhammad: I am building a house now. I am putting the pad down and the city needs to see the water flow. I presented it prior to the building because we have not built it yet. I have a concern that we have concerned citizens that could be affected by the impact of the flooding, rain in the next day or so. Is there something we can do to be sure that with the contingency that it does not have an impact negatively? That would be my concern.

Mr. Ellis: It was our intention when we built this. We do not want to flood either. We are going to do whatever we can with this drainage impact study. It is going to keep us from flooding too. We do not want to flood like the residents do not. That is not our intention to build this and not disregard the water flow. We will have to adhere to the drainage impact study. Right now, that land is pretty flat. It flows towards Highway 165. I am talking about less than four inches. It is flat in there. But we will have to do whatever the drainage impact study says. Sometimes that involves capturing it in the underground pipes and holding it and dissipating it at a rate of pre-construction. That really is the goal of a drainage impact study. Is to dissipate the water at a pre-construction rate. We should be at the pre-construction rate when we get done with this project. We will try to improve it. The ditch needs to be cleaned out. There are some pipes that are flowing somewhere that need to be cleaned out too. We are going to do whatever we can to get this water out of here. We do not want to flood either.

Mr. Neely: Are there any other comments or questions?

Mr. Neely: If not, a motion is in order.

Mr. Neely: We need a motion one way or the other.

Mr. Muhammad: How would we motion to condition with a condition that after there is some type of water flow from the engineering. That does not negatively impact the neighborhood or the housing around. We understand that it is flooding now, but with a building that is for land that is already flat. You do have to put a foundation that could cause the water to move. Which way I am not sure. It just would not be comfortable in approving a building that could negatively affect and increase flooding. How would we do with the fact that maybe after we look at the condition or topographical sketch or from the engineering that we can re-look at it again? How would we propose that?

Mr. Neely: Let me ask a question really quickly. In relationship to Mr. Muhammad's question. The drainage review statement and then the site review, is this going to accomplish what the questions that are being asked? That the drainage impact statement is going to make sure and that this is not going to negatively impact the area.

Ms. Adams: Yes, because it has to be reviewed by the city engineer.

Mr. Neely: If we approve it tonight then they still cannot do anything until they have the drainage impact statement.

Ms. Adams: That is correct.

Mr. Neely: Then whoever will pass off on it after the impact statement is there.

Ms. Adams: That is correct.

Mr. Neely: Do I understand that correctly?

Ms. Adams: Yes.

Mr. Neely: Does that help your concerns?

Mr. Muhammad: The concern will be if the impact is negative, it then, what?

Mr. McGuire: The city engineer would not approve it. We did not get a permit.

Mr. McGuire: Like all our projects, we have to submit a drainage impact to the city, even for the engineer in anything. Even when we are doing the project down on Washington, and on MLK right now. We have to do a drainage impact to get it approved. Once it is approved by our engineer, then we submit it to your city engineer. He reviews it and they go back and forth. Sometimes he can make sure to calculate the water underneath. Sometimes they make it do a retention pond, but the majority of the time it is really a whole lot more things involved to keep water from getting anyone flooded or anything. Trust me, I flooded 2016. I do not want anyone to flood. Because I had forty-eight inches in my house. I do understand the issues about the flooding. But all we can do is go by the engineer with his calculations. Then another engineer checks him and a third one to force.

Ms. Hill: Is it possible that the work that would be required by the city could make the situation a little better?

Mr. McGuire: Because like I was saying earlier, we might find out that the outflow is going the wrong way. There might be some pipes crushed in some areas. We are going to address our water and encapsulate it and push it in a different way from the calculation. This could increase an area to where we could look at the neighborhood and find out why it is flooding there so bad. It might be a pump station not working. It might need one there. I just do not know until we see those calculations from the engineer and with your city engineering review.

Mr. McKay: If you ever been in that area, well St. Frederick's football stadium in baseball stadium on Evangeline Street. When it rains, all the water comes down from the north, the south end of the street. Where we live is on both streets, East and West Rimes. We get all of that water. Now when you get to my driveway, there is a dip in there and that water sits there. Where you cannot even pass through. I have to get in my truck sometimes to get to my wife. Because she cannot drive the car in that area. We have lost, I have seen people lose cars right by my driveway. With that building coming in, the drainage will have to be where the water flows all the way down smoothly to Armand. You are going to have a problem either way you go. Because we collect all the water from Evangeline Street all the way down to Armand.

Mr. Neely: Any other questions or comments?

Mr. Neely: A motion is in order.

Ms. Hill: I move that we approve CUP 109-24.

Mr. Neely: Is there a second?

Mr. Neely: If there is not a second. We need a motion to deny.

Mr. Muhammad: I am still having concerns that I do not want it to go to the engineers prior to not knowing. That it is not going to have a negative or further damaging effect on what is already there. And even though engineer one, engineer two, engineer three. They cannot do anything with the dip in that road unless they do something different.

Ms. Hill: I did not think you could get that assurance unless it went to the engineer.

Mr. Muhammad: I am an engineer by trade. They are not always right.

Mr. Neely: It is my understanding and correct me if I am wrong here, that the city engineer is not going to approve anything that is going to add to the flooding, and that the impact statement has to show zero effect or less water. It cannot possibly show the engineer that it is going to make the flooding worse.

Mr. Muhammad: Is it possible to get that prior to approval of this?

Mr. Neely: Can we have it come back to us after the site review?

Mr. Ellis: We did not miss the last meeting. The last meeting was cancelled. It has put us back a month. I assure you we are not going to build anything that is going to flood the area. There is no sense in doing drainage impact studies, if they do not work. If we do not do anything and just leave the lot the way it is. It is not going to change anything around there, until somebody starts cleaning some pipes out. I guarantee there are some pipes around there that need to be cleaned out.

Mr. Muhammad: If you make that statement that pipes need to be cleaned out. Well, I'll tell you what Wednesday and Thursday, you will have a chance to take a look at it. Can you clean the pipes and do what you just mentioned?

Mr. Ellis: It is not our job to do it. The city needs to go out there and look at some of these pipes and put scopes in them. See if some of the pipes have been crushed. We ran into this at the complex out there at EORD (East Ouachita Recreation District) off Holland Road. There were some crushed pipes out there. It was creating some flooding when they opened those up there it goes. They keep that ditch that comes out across 165 full of water all the time. That should not hold water. There are landowners downstream of that spot that have things built across it. That are holding the water. I mean the water can get out of here. You just got to let it get out. You cannot trap water. You have to open up these pipes. People throw trash out. Grass is growing in them. I guarantee you. Go around that area look at some of these pipes they are grown up. If you clean them out, they will start draining.

Mr. Muhammad: The question is if that is the case, then can there be any proof of what was. Where are certain things that are causing the flooding now?

Mr. Neely: That is what the drainage impact statement is going to be.

Mr. Futch: We will not approve a permit if it adversely affects the drainage in that area. We would definitely want to improve that area. If there is something found in that drainage impact statement. I do not want to speak for Morgan, but I know that we would if he sees that it is going to adversely affect us. We would not approve the permit to build.

Mr. Muhammad: The question is can that be brought back after the impact statement?

Ms. Clary: I do not think it can be brought back after the impact statement. But if you want more documentation, you could request more documentation from the applicant. Just bring it back up at the next meeting. But I think this will, I do not think I know this is required to be approved before the site review can take place.

Mr. Scott: I know we are in the middle of a vote right now. You are waiting on a second. Let me just ask, we heard some passionate pleas and concerns about the flooding. My question is are you comfortable with the decision of the drainage impact in the city engineer? Are you okay waiting? If we approve tonight, then we hear from the city engineer. How will you feel about that decision? Will you be, ok? That is my concern from the citizens that spoke tonight in opposition.

Ms. McKay: The reason that I am up again is because when they did the Tower Armand Connector there. Mr. Holland came out. I spoke with Mr. Holland can you raise the street up? He said, no, If I raise it up, it

is going to get worse, because of the dip there. He says it is going to help us. I cannot see it because there are some apartments right behind us. They are flat too. When it rains, like it is going to rain, they flood also. Like Johnny has said, sometimes when I get off work, he has to pick me up, down by Edwards Transmission to bring me home. Because I cannot get home. I have left my car down there at night sometimes because I cannot get to my house. Although, Tower Armand has helped it a lot. But the water still stands there. I cannot get out of my car. I just do not see it helping.

Mr. Neely: We have a motion on the floor.

Mr. Neely: Is there a second or is there an opposing motion?

Mr. Neely: We have to do something about this issue ladies and gentlemen.

Mr. Scott: I second the motion.

Mr. Neely: Been seconded.

Mr. Neely: The majority is no. There is an appeal to the city council, am I correct?

Ms. Adams: That is correct.

Mr. Neely: Gentlemen, you can appeal the decision to the city council.

Motion denied 2-1-2.

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO DONTARIUS THOMAS, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 2, SQ. 1, J. W. JOHNSTON'S 2ND ADDITION, OUACHITA PARISH, 3102 POLK ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 16, 2002, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as

**LOT 2, SQ. 1, J. W. JOHNSTON'S 2ND ADDITION
3102 POLK ST.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #50526**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2001 Ad Valorem Taxes by Adjudication Deed dated and filed July 16, 2002, in Conveyance Book 1866 at page 181 of the Records of Ouachita Parish, Louisiana;

WHEREAS, the 2001 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Carolyn Calhoun Loring;

WHEREAS, the City of Monroe has made efforts to contact Carolyn Calhoun Loring by registered mail and notification published in the News Star with no response;

WHEREAS, Dontarius Thomas wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual; and

WHEREAS, Dontarius Thomas has paid Three Thousand Two Hundred Thirty-three and 27/100 Dollars (\$3,233.27), which includes Two Thousand Five Hundred Seventy-one and 27/100 Dollars (\$2,571.27) in City and Parish taxes, the remainder being 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 City hereby takes corporeal possession of the hereinafter described property, the property is no longer needed for public purposes; the City of Monroe has made efforts to contact Carolyn Calhoun Loring by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Dontarius Thomas the property described as follows:

**LOT 2, SQ. 1, J. W. JOHNSTON'S 2ND ADDITION
3102 POLK ST.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #50526**

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

This Ordinance was introduced on the _____ day of October 2024.

Notice published on the _____ day of October 2024.

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 _____ 2024.

CHAIRPERSON

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./Mrs. _____:

AN ORDINANCE REPEALING ORDINANCE NO. 12,225 (PURCHASING AND BIDDING PROCEDURES) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,225 on June 25, 2024, which established purchasing and bidding procedures for the City of Monroe; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,225 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,225, which established purchasing and bidding procedures for the City of Monroe, is hereby repealed.

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 2024.

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 August _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ENTER INTO A COMMERCIAL CARD AGREEMENT AND LINE OF CREDIT WITH REGIONS BANK AND PROVIDING FURTHER WITH RESPECT THERETO.

WHEREAS, the City of Monroe desires to replace its current commercial card program with a more robust commercial card program that allows the City to improve its financial management and streamline its procurement processes;

WHEREAS, implementing a commercial card program will enhance accountability and transparency in City expenditures by integrating the program with our current financial accounting system and providing City departments with a more efficient and cost-effective method for making small-dollar purchases;

WHEREAS, the City, through the Department of Administration, solicited Requests for Proposals from qualified providers to implement a commercial card program to be integrated into the City's Purchasing/Accounts Payable processes and that provides for revenue sharing rebates;

WHEREAS, Regions Bank submitted a qualifying proposal that provided the best value to the City considering all available alternatives; and

WHEREAS, the Commercial Card Agreement, Business Loan Application, and other documents necessary to effectuate the agreement and commercial card program between the City of Monroe and Regions Bank are attached hereto and made part hereof.

NOW, THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that Stacey Rowell, Director of Administration, is authorized to enter and execute the Business Loan Application, Commercial Card Agreement, and all other documents necessary and proper to effectuate the agreement and commercial card program between the City of Monroe and Regions Bank.

This Ordinance was introduced on the ____ day of September 2024.

Notice Published on the _____ day of September 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of October, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

eSignature Data

** Denotes Required Field

Version	V 10.30.23	
Regions Authorized Signer Email	greg.d.lones@regions.com	**
Regions Authorized Signer SMS Cell Phone Number	318-376-9929	** 10 digit number - 999999999
Primary Signer Name	Stacey Rowell	**
Primary Signer Email	stacey.rowell@ci.monroe.la.us	**
Primary Signer SMS Cell Phone Number	318-329-4925	** 10 digit number - 999999999
Company Name	City of Monroe	**
Tax Id		**
Contact Name	Stacey Rowell	**
Contact Email	stacey.rowell@ci.monroe.la.us	**
Authorized Signer 1 Name	Stacey Rowell	**
Authorized Signer 1 Email	stacey.rowell@ci.monroe.la.us	**
Authorized Signer 1 SMS Cell Phone Number	318-329-4325	** 10 digit number - 999999999
Authorized Signer 2 Name		
Authorized Signer 2 Email		
Authorized Signer 2 SMS Cell Phone Number		10 digit number - 999999999
Authorized Signer 3 Name		
Authorized Signer 3 Email		
Authorized Signer 3 SMS Cell Phone Number		10 digit number - 999999999
Authorized Signer 4 Name		
Authorized Signer 4 Email		
Authorized Signer 4 SMS Cell Phone Number		10 digit number - 999999999
Additional Regions Notification Emails		

Note: Enter additional email addresses for Regions associates who would like to receive package status update emails. These addresses should be entered as a comma separated list (john.doe@regions.com,jane.doe@regions.com etc...)



Exhibit III

Authorization for Payment by ACH Debit / Revenue Share Credit

Company Name: City of Monoe

- Debit Only**
Payment for Purchases
- Credit Only**
Revenue Share Disbursement
- Both Debit & Credit**
Payments & Revenue Share

Debit and Credit Authorization -- Company directs Bank to debit the Payment Account identified below for payment of (i) the New Balance shown on each billing statement for Company's Commercial Card Account, and (ii) any other fees, charges or other amounts due to Bank under the Commercial Card Agreement executed by Company. Bank will initiate debits (i) on the date each New Balance is due (based on the Billing/Payment Cycle designated below by Company), and (ii) on the date that any other amount is due. Company also directs Bank to credit the Rebate Account identified below for any revenue-sharing payment owed to Company under the Commercial Card Agreement. Bank will initiate any such credit by the 25th day of the month in which that payment is due.

Depository Bank: TBD
 Bank City: TBD Bank State: _____
 Routing Number (9 digits): TBD
 Account Number: TBD

If you have ACH Debit Blocking on the accounts number above, please allow the following: 9630099999

This authorization shall remain in effect until bank has received written notification from Company terminating this authorization at least three (3) business days prior to the date of a transfer.

Signature of Authorized Representative

Printed Name

Title

Date



COMMERCIAL CARD AGREEMENT

Customer Name: City of Monroe

Date: 9/17/2024

THIS COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the business whose name is set forth above ("Company") with Regions Bank ("Bank"). This Agreement contains the terms and conditions under which Bank will issue commercial card accounts and cards at Company's request (each, a "Card").

1. CARDS TO BE ISSUED TO COMPANY

Company has requested Bank to establish a credit card account(s) that may be accessed through physical card or card not present transactions with virtual card issuance (collectively, "Commercial Cards" or "Cards" to make a purchase of goods and services (a "Purchase") from those merchants that accept Visa card as a method of payment (a "Merchant")):

In this Agreement a "Cardholder" means the individual whose name a Card is issued to or who is designated by the Company as being authorized to use a Card and an "Authorized User" means an individual who is authorized by Company to request access to the card account through card not present transactions or virtual card issuance. The Company acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial cards services or features including the Visa Corporate Liability Waiver or Travel Insurance programs. At Company's option, physical cards issued to Cardholders also may be used to obtain cash from Bank, another financial institution, a non-financial financial institution, or automated teller machine that accepts the Card (a "Cash Advance").

Physical Cards, Ghost Cards and Virtual Cards may be collectively referred to as "Commercial Cards" or "Cards."

Except as otherwise provided in Section 9 below, all Purchases and Cash Advances on Company's Cards will be billed to Company through a central account (a "Corporate Account"). At Company's option, Bank may establish additional Corporate Accounts to facilitate Company's management of expenses charged to its Cards. For each Card, Bank will establish a subaccount (a "Subaccount") to the Corporate Account. Although fees and charges may be billed to a Corporate Account, all Purchases and Cash Advances must be charged to a Subaccount.

2. COMPANY SET UP FORM

Company, through its duly authorized representative, has completed and submitted to Bank the implementation form for each Corporate Account ("Implementation Form"), which is attached to and incorporated into this Agreement as Exhibit I. Among other information provided on the Implementation Form, Company has designated the options it has chosen regarding Cards to be issued under this Agreement, including Company's billing and payment cycles, and whether Company has requested access to the commercial card account(s) through card not present transaction ("CNP" or "Virtual Cards"), has requested Individual or Company Billing (as defined in Section 9 below), and has chosen to permit any Cardholder to obtain Cash Advances with a Physical Card.

3. ISSUANCE OF PHYSICAL CARDS

For physical card programs, Company must designate a minimum of at least ten (10) Cardholders who each will receive a physical card. On the Implementation Form, Company has designated the initial Cardholders and Authorized Users for physical cards. Company must follow Bank's procedures (as they may be modified from time to time by Bank in its sole discretion) to designate additional Cardholders and Authorized Users. Company agrees to notify Bank immediately, by telephone, followed by prompt written notice, if (a) any Physical Card is lost, stolen or subject to unauthorized use, or (b) Company terminates a Cardholder's or Authorized User's authority to use a physical card.

4. COMPANY'S RESPONSIBILITY FOR USE OF COMMERCIAL CARDS

All Commercial Cards shall at all times remain the property of Bank, may be canceled by Bank at any time, and must be surrendered by Company on Bank's demand. Company accepts complete responsibility for all transactions on all Commercial Cards issued at the request of Company's Commercial Card Administrators (as defined below), and for all charges and fees due under this Agreement. Company also accepts complete responsibility for assuring that all use of its Commercial Cards complies with the requirements of this Agreement. The Company promises to pay the Bank all amounts due as provided in this Agreement.

Company must appoint and designate a person as a Commercial card Administrator ("Commercial Card Administrators") on the Set Up Form. While not required, as best practice a Company should appoint and designate two commercial card administrators. The Commercial Card Administrator(s) are responsible for managing Company's use of the Cards through the online card management system made available by Bank (the "Card Management System") including but not limited to, designate and authorizing Cardholders and Authorized Users. Among other responsibilities, the Commercial Card Administrator(s) shall provide notice to Bank of any changes to the information provided in the Set Up Form and to any other information with respect to the Cardholders, Authorized Users or the use of Commercial Cards, including without limitation, any limits Company may place on the transaction type, amount or frequency permitted for Commercial Card use generally and/or by any Cardholder or Authorized User.

Company is responsible for reviewing all billing statements and other transaction activity reports made available through the Card Management System and for reporting any errors and unauthorized transactions on the Commercial Cards. Bank shall have no obligation to provide Company with statements or other reports of any transactions occurring more than twenty-four (24) months prior to the date any such report is requested.

5. LIMITATIONS ON USE OF COMMERCIAL CARDS

The Commercial Cards may be subject to various limitations regarding transaction type, amount and frequency, as agreed upon in writing between Company and Bank. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Cards, while at the same time affording the Cardholders and any Authorized Users sufficient access to the Cards. Company acknowledges that, under the rules governing the processing of Visa card transactions, transactions in an amount below certain floor limits established will not be subject to prior authorization or approval at the point-of-sale and will, therefore, bypass the routine authorization process for transaction approval. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with any transaction limitations agreed upon in writing between Company and Bank.

6. PERMISSIBLE PURPOSES FOR USING COMMERCIAL CARD ACCOUNT

Business Purposes Only: Each Commercial Card may be used solely for Company's business purposes (and not for any personal, family or household purpose), and Company agrees to so advise each Cardholder and Authorized User. Company's obligations under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes.

No Illegal Transactions: No Commercial Card may be used for any illegal transaction. Company agrees that the Commercial Cards will be used only for transactions that are legal where they are conducted. For example, Internet gambling transactions may be illegal in some states. Display of a Visa logo by an online merchant does not mean that an Internet transaction is legal anywhere it may be conducted. Bank may charge a Commercial Card for such transactions and will not be liable for any illegal transaction. Bank may deny authorization of any transactions identified as Internet gambling. Company agrees that Commercial Cards will not be used to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets control (or OFAC). Use of Commercial Cards in those countries may be blocked. Company accepts full responsibility for payment of all such transactions, even if any such transaction does not comply with the limitations provided in this Section.

7. ANNUAL FEE; OTHER FEES

In return for the services provided to Company by Bank under this Agreement, Company agrees to pay a nonrefundable annual fee for each Physical Card issued under this Agreement. The amount of the annual fee is set forth on the fee schedule included as part of the Exhibit II ("Fee Schedule"), and will be charged to the Corporate Account or, if Company has selected Individual Billing, to each Commercial Card during the first billing cycle after the Effective Date of this Agreement and during the same month of each subsequent year. Company also agrees to pay the other fees set forth on this Fee Schedule. Bank may change the amount and terms of the annual fee and any other fees (including without limitation the Cash Advance Fee and Late Fee provided below) by providing written notice of the change to Company as provided in Section 18.

8. CASH ADVANCES

If Company has selected the option to obtain cash from Bank, another financial institution, a non-financial financial institution, or automated teller machine that accepts the Card (a "Cash Advance") on any physical cards, Company agrees to pay a fee for each Cash Advance provided under this Agreement. Cash Advances include any and all advances to obtain cash or cash equivalents, whether in person, through an ATM, or by any other means whatsoever, including without limitation using Commercial Cards to make tax payments. The Cash Advance Fee will be in addition to any other charge or fee that may be imposed by a third party in connection with any Cash Advance, such as a fee charged for using a ATM that is not operated by Bank.

9. PERIODIC BILLING

Individual Billing: If Company selected Individual Billing for Travel Cards, at the end of each billing cycle in which a Travel Card Subaccount has a closing credit or debit balance of more than \$1, Bank shall furnish to the Cardholder a billing statement reflecting all transactions posted to that Subaccount, all fees and charges imposed on that Subaccount under this Agreement, and any credits to that Subaccount (an "Individual Statement"). With Individual Billing, Company may not receive any billing statements, but all activity on each Travel Card will be provided to Company through the card management system, and Company remains obligated for payment in full of the amount billed on each Individual Statement by the Payment Due Date (as defined below) for that Statement.

Company Billing: At the end of each billing cycle in which any Subaccount has a closing credit or debit balance of more than \$1, Bank shall furnish to Company a billing statement reflecting all transactions posted to all Subaccounts, all fees and charges imposed under this Agreement, any credits to the Corporate Account or any Subaccount, and the total payment due for all Subaccounts (the "Corporate Statement"). If Company has chosen to receive Individual Billing for Travel Cards, an amount billed to an Individual Statement will be included on the Corporate Statement only if that amount is not paid by Payment Due Date.

For all Billing Statements: Among other information, the Company Statement and each Individual Statement will show the total balance owed on the Corporate Account or Subaccount, as applicable (the "New Balance") and the date by which Bank must receive payment of the New Balance (the "Payment Due Date").

10. PAYMENT IN FULL REQUIRED FOR EACH BILLING CYCLE

Regardless of the billing option that Company selects, Company agrees to pay or have paid the New Balance in full on or before the Payment Due Date shown on each Company Statement or Individual Statement, as applicable. **Unless Bank agrees otherwise in writing, Company authorizes Bank to debit Company's deposit account designated as set forth in the ACH Authorization in the Exhibit III for the New Balance shown on each Company Statement and for any other fees, charges or amounts under this Agreement when due.** Company further agrees that its failure to pay the full amount owed under this Agreement on or before any Payment Due Date (which includes its failure to have sufficient funds in its designated deposit account for the amount owed on any Payment Due Date) will constitute a breach of this Agreement for which Bank may, without prior notice to Company, immediately suspend or terminate Company's ability to use Commercial Cards.

11. LATE FEE

If any New Balance on an Individual Statement or Company Statement is not paid in full within five (5) days of the Payment Due Date, Company shall pay a Late Fee equal to the greater of (a) \$10 or (b) one and one-half percent (1.5%) of that portion of the New Balance that remains unpaid.

12. CREDIT LIMIT

Bank, in its sole discretion, shall establish a total credit limit for Company (the "Company Credit Limit"). If Company has selected the option for Cash Advances, Bank may designate that only a portion of the Company Credit Limit and any Individual Credit Limit is available for Cash Advances. If Bank makes this designation, any reference in this Agreement to the Company Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to the Corporate Account exceed the designated limit on Cash Advances, Company will be considered to have exceeded Company Credit Limit for all purposes of this Agreement. Company promises to keep the amount of credit outstanding under this Agreement at all times below the applicable Company Credit Limit. Subject to the requirements of applicable law, Bank at any time may increase or decrease Company Credit Limit (including the portion available for Cash Advances) to be effective immediately, whether in response to a request by Company or otherwise. Bank will notify Company in writing if such a change occurs.

With the approval of Bank, Company may designate activity limits and an individual credit limit for each Cardholder and Authorized User (an "Individual Credit Limit"), which always will be contingent upon availability of credit under Company's Credit Limit. If Company has selected the option for Cash Advances, Bank may designate that only a portion of any Individual Credit Limit is available for Cash Advances. If Bank makes this designation, any reference in this Agreement to the Individual Credit Limit shall be considered a reference to both the total Individual Credit Limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to a Subaccount exceed the designated limit on Cash Advances, the Subaccount will be considered to have exceeded the Individual Credit Limit for all purposes of this Agreement. Company agrees to advise each Cardholder and Authorized User of the Individual Credit Limit and any activity limits applicable to that Subaccount, including but not limited to restrictions relating to the maximum number of transactions or maximum total dollar amounts permitted during a specified period of time. Company understands that once an applicable Individual Credit Limit or an activity limit is reached with respect to that Subaccount, Bank has no obligation to honor further uses of the Card associated with that Subaccount until Bank has received sufficient payment on the Subaccount, the applicable time period has expired, or Company has notified Bank of a change to the Subaccount restrictions and Bank has had a reasonable opportunity to act on that notice.

When a payment is made on the Corporate Account or any Subaccount, Bank will apply that payment as of the date that Bank receives it, but Bank may delay increasing the credit available under this Agreement for up to ten (10) days while that payment is processed. Bank does not have to honor any Purchase or Cash Advance that would cause the outstanding balance on the Corporate Account or Subaccount (including interest and fees) to exceed the applicable Company or Individual Credit Limit. If Bank does so, this Agreement also will apply to any credit Bank extends in excess of the applicable Credit Limit, and Company agrees to pay this excess amount immediately. If Bank honors requests for credit over the applicable Credit Limit on one or more occasions, it does not mean that Bank must honor future overlimit requests.

13. UNAUTHORIZED USE OF THE ACCOUNT

Company agrees to call Bank immediately at 1-888-934-1087 if Company or any Cardholder or Authorized User knows or suspects that any Card is lost or stolen, or that any Subaccount is otherwise subject to unauthorized use. At Bank's request, Company agrees to provide written confirmation of that report. As used in this Agreement, "unauthorized use" means the use of any Card by a person other than a Cardholder or an Authorized User who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. Company will be liable for all unauthorized use.

14. ERRORS AND BILLING DISPUTES

Company agrees to review promptly each Company Statement and to instruct each Cardholder to review promptly each Individual Statement. If Company or any Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a Statement, Company agrees to notify Bank in writing within sixty (60) days of the date of the billing statement on which any error or disputed charge first appeared and at the address provided on that statement. If Company does not notify Bank within this time period, Company waives any rights with respect to the disputed amount to the fullest extent permitted by law. Company's notice must include the following information: both Company's name and the name of the Cardholder; the Subaccount Number; the dollar amount of any dispute or suspected error; the reference number for any questioned transaction; and a brief description of the dispute or alleged error.

15. SOFTWARE

Company will use the card management system to manage the Account and Cards and use the software and other related services approved by Bank and accessible via the Internet to request and receive cards or to make Purchases electronically (collectively, "Software"). The required Software may be provided to Company directly by Bank or any other service provider designated by Bank in its sole discretion (a "Software Provider"). If Company has requested to receive Virtual Cards on the Implementation Form, Company also has identified the specific Software that Company will use with its Virtual Cards. Company's use of the Software is subject to the terms of this Section and any terms and conditions provided on the website hosting the Software (the "Website Terms of Use").

License to Use Software. By issuing Cards to Company, Bank grants to Company a non-exclusive, worldwide right and license in the Software identified to use the Software exclusively for the purpose of making purchases using Company's Cards (the "License"), subject to the terms, conditions, and/or limitations set forth in this Section.

Company acknowledges and agrees that: (i) the scope of the License and rights granted to Company is expressly limited to those required for Company to fulfill the stated purpose of the grant, and that any and all rights which are not expressly granted to Company in this Section shall remain vested in Bank or the Software Provider (as applicable).

Company acknowledges and agrees that Bank and/or any Software Provider shall retain the right, in its reasonable business judgment, to revoke or suspend the License granted to Company and/or to suspend Company's access to the Software in the event that it reasonably believes that Company's use of the Software: (A) is in violation of state, federal, or international law or outside the scope of the License provided; (B) will subject Bank or the Software Provider (as applicable) to legal liability for which it may incur material damages; and/or (C) Company's use of the Software exceeds the rights granted to Company under the License. Company's License to use the Software shall terminate automatically upon termination of Bank's agreement to provide Cards to Company.

The License and rights granted to Company Bank under this Section are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 (35A) of the U.S. Bankruptcy Code.

Security Procedures for Use of Software. Bank may make available to Company certain procedures, including the use of identification codes, passwords, log-on identifications, personal or location identification numbers, repetitive codes, encryption, tokens and other security devices, systems and software (collectively, the "Security Procedures") that are designed to verify the authenticity of instructions, orders and other communications sent by Company using the Software (each, a "Communication"). Bank has no obligation to act on any Communication that fails to comply with the Security Procedures, and may refuse to act on any Communication where Bank reasonably doubts its authenticity or compliance with the Security Procedures. Bank is entitled to act on any Communication that Bank receives which is sent in Company's name and in compliance with the Security Procedures, and Bank has no obligation to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation of that Communication by Company. Bank shall have no liability for acting on, and Company shall be bound by, any Communication sent in Company's name, whether or not that Communication actually was authorized by Company.

Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Company of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device (a "Security Device"), Company shall not disclose any Security Device except to employees or agents authorized to act for Company in connection with the Cards issued to Company, and agrees to instruct its authorized employees and agents to do the same. Company shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of each Security Device, and shall immediately notify Bank if the confidentiality or integrity of any Security Device is breached or threatened. To the fullest extent permitted by law, Company shall be solely responsible for the safekeeping of all Security Devices and assumes all risk of the disclosure or inadvertent use of any Security Device by any party whatsoever, whether such disclosure or use results from Company's negligence, deliberate acts or otherwise. Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Devices.

Company also agrees that the use of these Security Procedures constitutes a commercially reasonable security procedure for Company's use of Cards. Company agrees to be bound by all Communications that are initiated in Company's name and in compliance with the Security Procedures, regardless of whether or not Company actually authorized the Communication. Bank's records demonstrating any Communication's compliance with the Security Procedures shall be deemed conclusive proof that the Communication received by Bank was authorized by Company and that Company is bound by that Communication.

Company agrees that the purpose of the Security Procedures is to verify the authenticity of Communications transmitted to Bank in Company's name, and not to detect an error in the transmission or content of any Communication. Company acknowledges that no security procedure for the detection of such errors has been agreed upon by Bank and Company, and that Bank has no obligation to investigate or discover, and shall not be liable for, errors by Company. If any Communication sent in Company's name and in compliance with the Security Procedures contains any error, to the full extent allowed by law Company shall be liable for, and shall indemnify Bank or any Software Provider (as applicable) against any claims, losses and expenses Bank may incur that arise from or relate to the erroneous Communication. Company also agrees that Bank will not be liable for any loss that Company may incur as a result of someone else using the Security Device, either with or without Company's knowledge. Company understands it could be held liable for losses incurred by Bank or another party due to someone else using your Security Device.

Acceptable Use. Company agrees to use the Software only as expressly provided by the License for its own business, and not directly or indirectly for the use or benefit of any other person, and only in compliance with all applicable laws, including, without limitations, copyright, trademark, obscenity and defamation laws and those related to data privacy and the transmission of technical or personal data. Company may not use the Software for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list.

Indemnification. Company agrees to indemnify and hold Bank and/or any Software Provider (as applicable) harmless against all costs and expenses (including reasonable attorneys' fees) that each may incur in connection with any third party claim or action that arises from or relates to (i) Company's acts, omissions or misrepresentations under the License and/or any Online Terms, regardless of whether any acts or omissions are a breach of the License and/or any Online Terms, and/or (ii) Company's use of the Software, regardless of whether such use is in accordance with the License, any Online Terms, or applicable law.

16. THIRD PARTY PRODUCTS AND SERVICES

From time to time and in its sole discretion, Bank may make available one or more products or services provided by third parties for use in connection with Commercial Cards, such as software that enables Company to manage card settings and expenses charged to Commercial Cards. These services are not under the control of Bank and Company will be provided third party website addresses at implementation. The provider of these websites applies encryption technology to its websites to assist in the protection of the Company's information. If Company chooses to obtain such third party product or service, Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of the Bank or the provider of the website. In this regard, Company assumes the risk of such occurrences and releases the Bank from liability for any activity of this nature.

The Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by Bank from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted by the website provider as of the close of provider's prior business day. Any third party product or service that Company chooses to receive will be subject to the fees provided in the Fee Schedule, which may be payable to Bank, rather than the third party. Company releases Bank from liability for any claims that arise from or relate to Company's use of any such third party product or service unless such claim is proven to result directly from Bank's gross negligence or willful misconduct.

17. TRANSACTIONS IN FOREIGN CURRENCIES

For any transaction on a Commercial Card in a foreign currency, the transaction amount will be converted by Visa International into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The same conversion process and fee may apply if any Foreign Transaction is reversed or credited back to the Subaccount. The amount (in U.S. dollars) of any credit associated with a particular foreign transaction is likely to differ from the original amount (in U.S. dollars) of the Card transaction due to differences in the applicable exchange rates, which may vary daily. For any transaction that is (1) made in a foreign currency or (2) processed outside of the United States, Company agrees to pay any Foreign Transaction fee imposed by Visa. The current fees are provided in the Fee Schedule, but Visa may change these rates at any time and without prior notice.

18. NOTICES

Except as otherwise expressly provided in this Agreement, all notices, requests and other communications provided for hereunder must be directed to the other party at the respective addresses indicated in this Agreement and must be either (1) in writing, by first class mail, postage prepaid, (2) via facsimile, (3) via e-mail, or (4) hand delivered. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth at the end of this Agreement. Bank's address for notices is:

Mailing Address:

Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Hand-Delivery Address:

Regions Bank
Attn: Commercial Card Services (ALBH40207B)
2050 Parkway Office Circle
Hoover, AL 35244

Email Address:

tmipcardgroup@regions.com

Fax Number:

205-905-5840

19. NONUSE OF SERVICE

In the event that Company does not use the services to be provided under this Agreement for a period of six (6) months or longer, Bank may terminate Company's ability to use the services described in this Agreement without any advance notice to Company.

20. TERMINATION

Company may terminate this Agreement at any time by providing written notice to Bank and surrendering all outstanding Commercial Cards to Bank. Except as otherwise provided by law, Bank may terminate this Agreement and/or deactivate Company's Commercial Cards at any time, without prior notice to Company.

This Agreement shall be automatically be terminated without notice to Company (i) if there is a death of a guarantor or any owner or officer of Company; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute, or if any such proceeding is filed against it, and such petition, application or proceeding remains undismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing; or (vi) if Company, without the prior written consent of Bank, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement and/or deactivation of any Commercial Cards, for any reason shall not terminate Company's obligation to pay Bank for all amounts due under the Agreement (including, without limitation, amounts which post to the Commercial Cards) or any other Company obligation which survives such termination according to the terms of this Agreement or by implication. Upon termination, all amounts owed under this Agreement shall become immediately due and payable.

21. CHANGES TO THIS AGREEMENT

To the fullest extent permitted by applicable law, Bank may modify, add to, delete from or otherwise change any of the terms of this Agreement (including without limitation the fees and charges provided under this Agreement) at any time and from time to time in Bank's discretion upon written or electronic notice to Company, including (without limitation) by including notice with or on Company's account statement or by posting notice on Bank's official web site at <http://www.regions.com> or any subsequent official Bank web site. Company agrees that a summary of any change in the terms is sufficient notice. Any changes made by Bank shall be effective as provided in Bank's notice. Company agrees that advance notice is not required for any changes to the card management system or any other administrative or operational features and elements applicable to Cards (including, without limitation, security limits and restrictions) or for any changes that are in Company's favor.

22. INDEMNIFICATION

Company agrees to indemnify and hold Bank harmless from any and all liability and expense, including reasonable attorneys' fees incurred by Bank in connection with this Agreement or the performance of its duties hereunder unless the actions which give rise to the indemnity obligation are solely the result of Bank's gross negligence or willful misconduct. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

23. LIMITATION OF BANK'S LIABILITY

Bank's duties and responsibilities are limited to those described in this Agreement. Bank will be responsible for loss sustained by Company only to the extent that such loss is caused by Bank's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, Bank will not be responsible for any loss or damage resulting from any delay in the performance or any failure to perform any of its other responsibilities under this Agreement which is caused by an act of God, fire or other catastrophe, electrical, computer or system failure, acts or failures to act by Company or by third parties, or any other cause beyond Bank's reasonable control.

Visa Liability Waiver Program. Subject to applicable terms and conditions, Company may be eligible for coverage under Visa Liability Waiver Programs which provides coverage against employee misuse of the Card. Company should consult with Visa Liability Program brochures available upon request from Regions for terms and conditions of coverage. Company acknowledges that Regions is not responsible for providing any form of liability protection program on Company's behalf and that Regions makes no representations or warranties regarding any such program that may be offered by third parties.

24. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS

Company represents and warrants that it is and will remain in compliance with all applicable anti-money laundering laws and regulations, including (without limitation) the U.S. Bank Secrecy Act, as amended by Title III, International Money Laundering and Anti-Terrorist Financing Act of 2001, of the USA PATRIOT Act of 2001, as may be amended from time to time. Company shall from time to time promptly provide Bank with such information and documentation as Bank may request (including, without limitation, names of proposed Cardholders, names of existing Cardholders, and other identifying information relating to such proposed and existing Cardholders), and otherwise shall fully cooperate with Bank as Bank deems necessary, in order to screen and clear Cardholders against the Specially Designated Nationals list (the "SDN List") of Office of Foreign Asset Control and/or to ensure compliance with applicable anti-money laundering laws and regulations. In the event Bank shall at any time determine that any existing Cardholder or proposed Cardholder cannot be cleared against the SDN List, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any related Card until Company provides such information as may be necessary for Bank to clear such proposed or existing Cardholder against the SDN List. Bank reserves the right to require Company at any time and from time to time (i) independently to screen and clear proposed or existing Cardholders against the SDN List, (ii) to certify to Bank that such Cardholders have been screened and cleared against the SDN List, and (iii) to deny Card use for any transactions to any proposed or existing Cardholder as to whom Company does not or cannot provide such certification. Without limiting or diminishing any other right or remedy of Bank under this Agreement, Bank shall have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or Cards in the event Company shall fail to comply fully and faithfully with the terms and provisions of this Section 24 or in the event that Bank shall deem itself at risk for any violation of applicable anti-money laundering laws or regulations.

25. BENEFICIAL OWNERSHIP

If Company is a Legal Entity Customer, Company agrees to provide Bank with all information, documentation, and certifications that Bank requests about Beneficial Owners pursuant to 31 C.F.R. §1010.230. Company represents and warrants that the most recent of such information, documentation, and certifications submitted to Bank remains true and accurate. Further, Company certifies and confirms that Company will notify Bank immediately—and in no event no later than at any renewal—should Company have any change to its Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in Company. Nothing in this paragraph shall be construed to obligate Bank to renew this Agreement. "Legal Entity Customer" has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

26. ARBITRATION

Any controversy, claim, dispute or issue related to or arising from (i) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement; (ii) any charge or cost incurred under this Agreement; (iii) the collection of any amounts due under this Agreement; (iv) any alleged tort related to or arising out of this Agreement; or (v) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules").

Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each are in an amount less than \$500,000. The arbitrator(s) may award all remedies that a court could award.

Judgment upon any award rendered by the arbitrator(s) in any such arbitration may be entered in any Court having jurisdiction of the dispute. Any demand for arbitration under this Agreement shall be made no later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matters shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in Birmingham, Alabama, or such other location as is mutually acceptable to Company and Bank.

The arbitrator(s) in any such arbitration shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement only and shall not be commenced by or on behalf of a class of persons, it being the intention of the parties that there shall be no class action arbitration under this Agreement. Company and Bank specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act, and both Company and Bank each hereby waive and relinquish any right to claim otherwise. With respect to disputes submitted to arbitration, Company and Bank each waive all rights to a trial by jury.

27. FINANCIAL INFORMATION

Company shall deliver, upon request, to Bank as soon as available, and in any event not later than three (3) months after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants acceptable to Bank. Company further agrees to provide to Bank from time to time such other information regarding the financial condition of Company as Bank may reasonably request.

28. LIABILITY FOR TAXES

Company acknowledges that certain sales, use and other taxes may be required in conjunction with certain purchases made using the Commercial Cards. Company agrees to be liable for all such taxes and further agrees to indemnify Bank against any claim, or any expense associated with such a claim, for payment of any taxes. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards, for any reason.

29. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and applicable federal law.

30. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

31. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

32. ASSIGNMENT AND BINDING EFFECT

Company may not assign or transfer this Agreement, the Corporate Account, any Subaccount, or any Commercial Card without Bank's prior written acknowledgement and consent, which may be granted or withheld in Bank's absolute discretion. Bank may assign this Agreement and/or any or all of Bank's rights hereunder, or delegate any or all of Bank's responsibilities hereunder, to any third party or parties in Bank's discretion and without notice to Company. Subject to the foregoing, this Agreement shall be binding on Company and Bank and their respective successors and assigns.

33. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All prior and/or contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

34. COLLECTIONS

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against Bank arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs. The terms and provisions of this Section shall survive the termination of this Agreement and/or deactivation of any Commercial Cards.

35. REMEDIES; WAIVER

The rights, remedies, and recourse afforded to Bank with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by Bank in such order and in such manner as Bank may determine in Bank's sole and absolute discretion. No delay or omission by Bank in exercising any right or remedy under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Bank. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits Bank to take action, or not to take action, in Bank's discretion on any matter, any action or inaction on Bank's part with respect to such matter shall not obligate Bank to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Agreement, no notice to or demand on Company in any case shall entitle Company to any other or further notice or demand in similar or other circumstances.

36. SIGNATURE AND DELIVERY

Electronic and PDF signatures are deemed equivalent to original signatures for purposes of this Agreement. This Commercial Card Agreement may be issued, executed and then delivered by sending PDF or other copies hereof via email or other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of the counterparts of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence and (iii) enforceable under UCC Section 3-309, UCC Section 3-604, or any other similar statute (with any provision thereunder to the contrary being waived hereby), without regard to any loss or destruction of any written counterpart hereof, the parties hereto agreeing that the possession or maintenance of an executed and delivered, scanned, electronic or digital version hereof shall constitute possession hereof and shall not constitute the destruction hereof and shall not result in the discharge of any obligation evidenced hereby, notwithstanding UCC Section 3-604 or any other similar statute. If this Commercial Card is issued via electronic signature in electronic format, it shall also constitute a "transferable record" under UETA and/or ESIGN or other equivalent, applicable law.

37. MUNICIPAL ADVISORS

The Bank and its representatives are not registered Municipal Advisors and do not provide advice to Municipal Entities or Obligated Persons with respect to Municipal Financial Products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning Municipal Financial Products or municipal securities issuances) or engage in the solicitation of Municipal Entities or Obligated Persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. See 15 U.S.C. §78o-4.

*Please ensure signers are in accordance with borrowing resolution.

Signature of Authorized Representative 1	Signature of Authorized Representative 3
--	--

Stacey Rowell	0
Printed Name	Printed Name

Director of Administration	0
Title	Title

Signature of Authorized Representative 2	Signature of Authorized Representative 4
--	--

0	0
Printed Name	Printed Name

0	0
Title	Title

Company's Address:

Mailing Address:

Attn:

Hand-Delivery Address:

Attn:

Email Address:

Fax Number:



COMMERCIAL CARD AGREEMENT
SET UP FORM

Company Name: City of Monroe

Effective Date: 9/17/2024

Fee Schedule

Annual Fees	
Distributed Card (Purchasing, Travel & Entertainment, Declining Balance, Fleet)	Waived
Monthly Fees	
Online Tools:	
CentreSuite	Waived
Regions Intersect	\$25.00
Spend Clarity	\$50.00
Commercial Pay (Mobile)	N/A
Description on Statement: Monthly System(s) Access	\$75.00
Integrated Payables	Refer to Treasury Management Price List
One-Time Setup Fees	
Card Plastics:	
Standard	Waived
Custom (Must have more than 50 cards)	\$500.00
Custom File/Custom Extract Development	
Standard Delivery: 5 to 8 weeks	As Quoted
Rush Delivery: 1 to 4 weeks	As Quoted
Emergency Delivery: Less than 1 week	As Quoted
VCF (Visa Commercial Format) File	
VCF Data File Push (Standard - Visa sends the file)	N/A
VCF Data File Pull (Client pulls the file from Visa)	N/A
Per Instance Fees	
Other Fees:	
Overnight Card Delivery (Per Card)	\$25.00
Custom Programming	\$160/hr.
Data/Receipt Retrieval (Post 24 months)	\$135.00/hr.
Late Payment	Greater of \$10.00 or 1.5% of Total
Cash Advance	Greater of \$10.00 or 1.5% of Cash Advance Amount
Foreign Transaction	Transactions which originate and settle in a different currency are subject to Visa's current standard foreign conversion rate of 1.00%. Transactions which originate and settle in the same currency but occur across borders are subject to Visa's current conversion rate of 1.00%. Fees imposed by Visa and are subject to change at any time without notice.

Signature: _____ Signature: _____
Company Regions Bank



Revenue Sharing Schedule

Prepared For: City of Monroe
 Effective Date: 9/17/2024

Cycle Period		A	C	D	E
Grace Period		30	14	7	1
		15	7	3	1
Tier	Annual Purchasing Card Volume	Standard Rebate, in Basis Points			
A	\$ - \$ 499,999	0	0	0	0
B	\$ 500,000 \$ 999,999	80	90	92	95
C	\$ 1,000,000 \$ 2,999,999	105	115	117	120
D	\$ 3,000,000 \$ 4,999,999	120	130	132	135
E	\$ 5,000,000 \$ 6,999,999	130	140	142	145
F	\$ 7,000,000 \$ 8,999,999	140	150	152	155
G	\$ 9,000,000 \$ 14,999,999	155	165	167	170
H	\$ 15,000,000 \$ 19,999,999	160	170	172	175
I	\$ 20,000,000 \$ 24,999,999	165	175	177	180
J	\$ 25,000,000 +	175	185	187	185

Level III, Large Ticket	Negotiated
in Basis Points	in Basis Points
0	0
75	50
75	50
75	50
75	50
75	50
75	50
75	50
75	50
75	50
75	50
75	50

1. Calculation

- Any transactions that have been defined by Visa as Negotiated Large Ticket (or VPP Large Ticket) transactions will be assigned a Fee Program Indicator of "VLT" All VLT transactions are exempted from revenue share eligibility.
- All purchases, irrespective of Visa classification or the rates at which they earn basis points of revenue share, are included in the "Net Volume" Calculation used to determine qualifying basis points of Standard revenue share.

2. Definitions

- "Large Ticket Purchases" refer to transactions processed at a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants pay to process certain larger transactions with enhanced data elements at discounted rates
- "Level II Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- "Level III Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- "Net Volume" means the total US dollar amount of purchases on the Commercial Card account, less any credits for returns or other adjustments.
- "Standard Purchases" refer to transactions for which certain standard data elements, including but not limited to total purchase amount, date of purchase, merchant category code, merchant name, city/state, debit/credit indicator, date on which the charge/credit was processed, processing/transaction reference number, and other items as determined by Visa are included in the data transmission.
- "Visa Preferred Partner Purchases" refer to transactions processed for merchants that qualify for a reduced interchange rate because the merchant participates in a special program

Any capitalized terms not specifically defined herein shall have the meaning as set forth in the Commercial Card Agreement.

3) Visa rules and individual merchants, not the Bank, determine whether each transaction will be classified as Standard, Level II, Level III, Negotiated/Visa Preferred Partner (VPP), or Large Ticket. Visa rules may change from time to time.

4) No revenue share will be paid to the Customer on purchases for which the Bank earns interchange revenue at a discounted rate due to merchant participation in the Visa Preferred Partner Program (VPP). Large Ticket purchases, Level III purchases, and VPP purchases earn revenue sharing at different basis point rates than Standard purchases but are included in the annual Net Volume calculation used to determine the volume tier and basis point rate applicable to Standard Purchases.

5) Cash advances are neither eligible for revenue sharing nor included in the Net Volume used to determine the Standard revenue sharing rate used to calculate revenue sharing amount.

6) Any revenue sharing earned by Company for purchases made on its Commercial Cards during a given year will be paid no later than March of the following year. The Company's Commercial Card account must be open, active, and in good standing at the time of payment to be eligible for this revenue; in addition, the Bank reserves the right not to pay the Company if Net Volume in the year for which revenue share was earned does not equal at least 50% of the Net Volume accumulated by the same Customer for the prior calendar year. For purposes of clarification, the Net Volume requirement to receive revenue share will begin as a qualification requirement for the first full calendar year of the program.

7) The Bank offers revenue sharing based on anticipated compensation to be provided from Visa and reserves the right to change the amounts provided in this schedule without notice.

8) The terms of this Schedule are expressly incorporated into the Commercial Card Agreement as if fully set out therein and thus are subject to change by the Bank as provided in the Commercial Card Agreement.

9) Company's Billing Period/Payment Period will be Monthly/15 Days unless another period is designated below.

10) Billing Cycle/Payment Period Selected is: 30/15

Signature: _____
Company

Signature: _____
Regions Bank



DOC3800305224303737980001095975000000

Business Loan Application
00520442

Type of Application
(Field to be completed at closing)
 Phone Mail/Fax In Person



SUBMITTING OFFICER INFORMATION (Bank Use Only)

BRANCH NAME: MONROE: MIDDLE MARKET BA BRANCH #: 06801 BRANCH/BUSINESS BANKER: Roger Johnston BB/BR CICS#/USER ID: X3JM8

INFORMATION ABOUT THE BUSINESS

LEGAL BUSINESS NAME/BORROWING ENTITY CITY OF MONROE STATE OF LOUISIANA
PHYSICAL STREET ADDRESS 400 LEA JOYNER EXPY CITY MONROE STATE LA ZIP 71201
MAILING ADDRESS 400 LEA JOYNER EXPY CITY MONROE STATE LA ZIP 71201
PHONE NUMBER 3183292310 TAX IDENTIFICATION NUMBER(F.E.I.N) 726000903 TYPE BUSINESS Government
DESCRIPTION OF BUSINESS _____ STATE OF ORIGINATION LA YEAR BUSINESS ESTABLISHED 1785-02-01
TIME AS OWNERS OF BUSINESS YRS MONTHS GROSS REVENUE PRIOR FISCAL YEAR \$

LOAN PRODUCT TYPE LOAN PURPOSE LOAN REQUEST

REQUESTED: 100 REQUESTED LOAN AMOUNT:
APPROVED: RENEWAL ACCOUNT# 5224303737980001095975 APPROVED LOAN AMOUNT: 1500000

PRINCIPAL OWNER INFORMATION

Check the appropriate box that describes your relationship to the loan application*

NAME	PHYSICAL STREET ADDRESS C/S/Z	SOCIAL SECURITY #	DATE OF BIRTH	% OWNERSHIP	TITLE
<u>A</u>					

U.S. Citizen Yes No Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____
Secondary ID (if applicable): Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____

Are you a current or former foreign political official, or an associate or family member of one? Yes No (Fields to be completed at closing)
If yes, What is the political position of the official? _____
If yes, What is relationship? _____

SALARY (Annual) \$ _____ OTHER INCOME (Annual)** \$ _____ PERSONAL NET WORTH \$ _____

Relationship Guarantor (if you do not have ownership in this company, is it your intention to apply jointly for credit?) Yes No Authorized Signer (personal financial information not necessary)

NAME	PHYSICAL STREET ADDRESS C/S/Z	SOCIAL SECURITY #	DATE OF BIRTH	% OWNERSHIP	TITLE
<u>B</u>					

U.S. Citizen Yes No Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____
Secondary ID (if applicable): Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____

Are you a current or former foreign political official, or an associate or family member of one? Yes No (Fields to be completed at closing)
If yes, What is the political position of the official? _____
If yes, What is relationship? _____

SALARY (Annual) \$ _____ OTHER INCOME (Annual)** \$ _____ PERSONAL NET WORTH \$ _____

Relationship Guarantor (if you do not have ownership in this company, is it your intention to apply jointly for credit?) Yes No Authorized Signer (personal financial information not necessary)

NAME	PHYSICAL STREET ADDRESS C/S/Z	SOCIAL SECURITY #	DATE OF BIRTH	% OWNERSHIP	TITLE
<u>C</u>					

U.S. Citizen Yes No Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____
Secondary ID (if applicable): Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____

Are you a current or former foreign political official, or an associate or family member of one? Yes No (Fields to be completed at closing)
If yes, What is the political position of the official? _____
If yes, What is relationship? _____

SALARY (Annual) \$ _____ OTHER INCOME (Annual)** \$ _____ PERSONAL NET WORTH \$ _____

Relationship Guarantor (if you do not have ownership in this company, is it your intention to apply jointly for credit?) Yes No Authorized Signer (personal financial information not necessary)

**Alimony, child support, or separate maintenance income need not to be revealed if you do not wish to have it considered as a basis for repaying this obligation. Place send this completed and signed original application in the Installment Loan Processing Bag to Consumer Loan Operations

NAME	PHYSICAL STREET ADDRESS C/S/Z	SOCIAL SECURITY #	DATE OF BIRTH	% OWNERSHIP	TITLE
D					
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____					
Secondary ID (if applicable): Type ID # _____ Issue Date _____ Expiration Date _____ Issuing State/Country _____					
Are you a current or former foreign political official, or an associate or family member of one? <input type="checkbox"/> Yes <input type="checkbox"/> No (Fields to be completed at closing)					
If yes, What is the political position of the official? _____					
If yes, What is relationship? _____					
SALARY (Annual) \$ _____		OTHER INCOME (Annual)** \$ _____		PERSONAL NET WORTH \$ _____	
Relationship <input checked="" type="checkbox"/> Guarantor (if you do not have ownership in this company, is it your intention to apply jointly for credit?) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Authorized Signer (personal financial information not necessary)					

COLLATERAL INFORMATION

CUSTOMER IDENTIFICATION PROGRAM: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: when you open an account we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

APPLICANT'S STATEMENT

This Applicant, by the signature of its authorized representative below, hereby certifies that the foregoing has been carefully read by the Applicant and is given to you for the purpose of obtaining the credit described above and other credit from time to time in whatever form; the information in this application and any other documents or information submitted in connection with this application or any other credit request are or will be true and correct exhibits of the Applicant's financial condition and may be treated by you as a continuing statement thereof until replaced by a new application or until the Applicant specifically notifies you in writing of a change therein and the credit requested herein and any other credit obtained from you by the Applicant on the basis of the information contained in this application shall be used solely for the business or commercial purposes. The Applicant authorizes you to verify any information submitted to you by or on behalf of the Applicant; obtain further information concerning the credit standing of the Applicant, its representatives and guarantors; and exchange credit information with others. The Applicant agrees to provide additional information upon request and agrees that, unless otherwise directed by the Applicant in writing, all statements and notices regarding any credit granted by you to the Applicant shall be mailed to the Applicant at the address shown above. Any person signing below as the duly authorized representative of the Applicant attests that the Applicant is a valid business entity and that each person signing below is authorized to request credit on behalf of the Applicant.

APPLICANT SIGNATURE AND TITLE

PRINT NAME

DATE

TITLE

APPLICANT SIGNATURE AND TITLE

PRINT NAME

DATE

TITLE

APPLICANT SIGNATURE AND TITLE

PRINT NAME

DATE

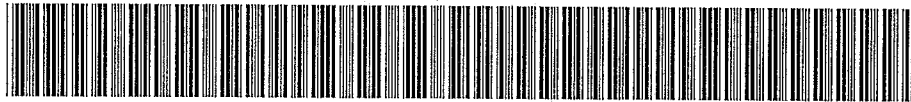
TITLE

APPLICANT SIGNATURE AND TITLE

PRINT NAME

DATE

TITLE



DOC30503052243037379800010959750000000

GOVERNMENTAL CERTIFICATE

Principal \$1,500,000.00	Loan Date 09-13-2024	Maturity 09-13-2026	Bank/App 052	Loan No 24303737980001095975	Account 2430373798	Officer X3JM8
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.						

Entity: CITY OF MONROE STATE OF LOUISIANA
400 LEA JOYNER EXPY
MONROE, LA 71201

Lender: REGIONS BANK
2090 PARKWAY OFFICE CIRCLE
HOOVER, AL 35244

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is CITY OF MONROE STATE OF LOUISIANA ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Louisiana. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 400 LEA JOYNER EXPY, MONROE, LA 71201. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of CITY OF MONROE STATE OF LOUISIANA:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
STACY CAROL ROWELL	Director of Finance	Y X	

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Loan. To negotiate and obtain a revolving line of credit from Lender in the amount of **One Million Five Hundred Thousand & 00/100 Dollars (U.S. \$1,500,000.00)** under such terms and conditions as said Official may agree to in his or her sole discretion, and for such additional sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real (immovable) property and all of the Entity's personal (movable) property and rights, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, encumbered or otherwise secured at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, encumbered or otherwise secured.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, collateral mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given, and which may contain provisions for foreclosure under Louisiana executory process procedures, confessions of judgment, waiver of appraisal and other rights, all of which remedies upon default are specifically agreed to by the Entity; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements waiving the right to a trial by jury**, as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the

**GOVERNMENTAL CERTIFICATE
(Continued)**

Loan No: 24303737980001095975

Page 2

Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated September 13, 2024.

CERTIFIED TO AND ATTESTED BY:

X

STACY CAROL ROWELL, Director of Finance of CITY
OF MONROE STATE OF LOUISIANA

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE APPROVING AN APPLICATION BY MONROE ATHLETIC CLUB TO REZONE A CERTAIN PROPERTY AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe Athletic Club filed an application (MA 102-24) with the City of Monroe's Planning and Zoning Division to rezone a ±12.01-acre tract of land located at 3801 Chauvin Lane, Monroe, LA, from B-1 (Neighborhood Mixed Use) District to the B-3 (General Business/Commercial) District;

WHEREAS, the stated purpose of the application is to allow the applicant to seek a liquor license to have on-premises alcohol sales at a café and restaurant in the facility;

WHEREAS, a copy of the application and proposed amendments to the Zoning Map are attached hereto and made part hereof; and

WHEREAS, the application was considered at a meeting of the Monroe Planning Commission on September 9, 2024, and the Monroe Planning Commission recommended **approval** of the application by a vote of 4-0-1.

NOW THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that that application filed by the Monroe Athletic Club to rezone a ±12.01-acre tract of land located at 3801 Chauvin Lane, Monroe, LA, from B-1 (Neighborhood Mixed Use) District to the B-3 (General Business/Commercial) District is approved;

BE IT FURTHER ORDAINED that the Zoning Map of the City of Monroe and the boundaries thereof, which is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and shows the Zoning Districts and Boundaries thereof, be and the same is hereby amended to rezone the ±12.01-acre described to the B-3 (General Business/Commercial) District as shown on the map, which is attached hereto and made a part hereof, and which integrated into the Zoning Map of the City of Monroe.

This Ordinance was introduced on the _____ day of September 2024.

Notice Published on the _____ day of September 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of October 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING
CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE: MA 102-24

APPLICANT: Monroe Athletic Club

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Earnest Muhammad

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 12.01-acre tract of land, more or less, from B-1 (Neighborhood Mixed Use) District to B-3 (General Business/Commercial) District. This property is located at 3801 Chauvin Lane. The commission recommends this application be approved.

The vote by the Monroe Planning Commission was 4-0-1 for approval.

**City of Monroe
Planning Commission**

Case No.:	MA 102-24
Name of Applicant:	Monroe Athletic Club
Address of Property:	3801 Chauvin Lane
Size of Property:	±12.01-acres
Present Zoning:	B-1 (Neighborhood Mixed Use) District
Proposed Zoning:	B-3 (General Business/Commercial) District
Council District:	1
Future Land Use:	Low Density Residential
Consistent to the Comprehensive Plan:	No

REQUEST: This is a request to rezone a 12.1-acre tract of land from the B-1 (Neighborhood Mixed Use) District to the B-3 (General Business/Commercial) District.

PRESENT USE: Athletic Club

**MOST NEARLY BOUNDED
BY (STREETS):** The property is located north of Cuba Boulevard, west of Chauvin Lane and east of Levee Drive.

SURROUNDING LAND USES: The surrounding land use consists of single-family residential properties in all directions.

ADVERSE INFLUENCES: The proposed request may increase traffic in the area.

POSITIVE INFLUENCES: The proposed request will allow the applicant to introduce new services to club members.

**COMMENTS/
RECOMMENDATIONS:**

The applicant would like to rezone a 12.1-acre tract of land from the B-1 (Neighborhood Mixed Use) District to the B-3 (General Business/Commercial) District. The purpose of the request is to allow the applicant to obtain a liquor license, to have on-premises alcohol sales at a café and restaurant at the facility. The B-3 (General Business/Commercial) District designation will be the most appropriate zoning classification for the proposed uses.

If this application is approved, the request will be forwarded for final approval by the Monroe City Council.

The **Future Land Use Classification** for this area is **Low Density Residential Use**. This area is typically the base of the city, offering residences in densities of between seven units per acre. These areas include the currently developed city. This request is not consistent with the comprehensive plan.

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

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

Effect of Denial

The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

Google Maps 3801 Chauvin Ln



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 100 ft

Ouachita Parish

Assessor's Office

Stephanie Smith, Assessor



Date Created: 9/5/2024
Created By: actDataScout

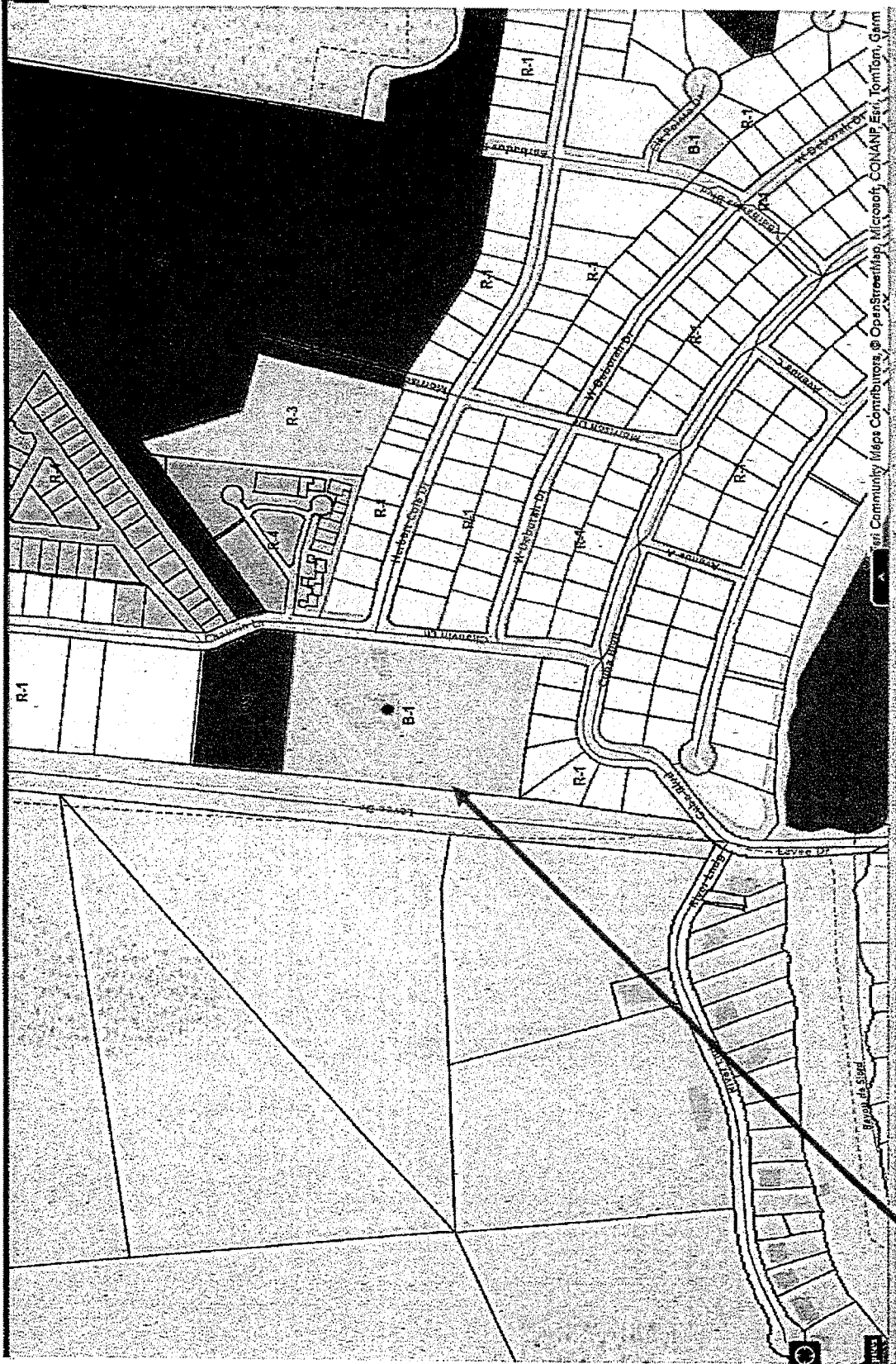
1 Inch = 400 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publisher accepts no responsibility for any errors or omissions nor for any loss or damage alleged to be suffered by anyone as a result of the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

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Proposed Site

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE APPROVING THE ANNEXATION OF ±36.35-ACRES, EXTENDING AND ENLARGING THE BOUNDARIES OF THE CITY OF MONROE, LOUISIANA, PROVIDING FOR THE RECORDATION OF THE ENTIRE BOUNDARY AS AMENDED, ESTABLISHING THE EFFECTIVE DATE THEREOF, AND PROVIDING FURTHER WITH RESPECT THERETO.

WHEREAS, a petition has been filed by **Alven Square** and **Angelique Conner**, through **Martin Engineering Services**, for the annexation of ±36.35-acres, requesting that the City Council extend and enlarge the boundaries of the City of Monroe, Louisiana, to include said property within said boundaries;

WHEREAS, the legal description of these properties is:

A CERTAIN TRACT OF LAND SITUATED IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 4 EAST, OUACHITA PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 3, THENCE SOUTH 89 DEGREES, 28 MINUTES, 25 SECONDS WEST ALONG THE NORTH LINE OF SOUTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 4 EAST, A DISTANCE OF 1,283.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 28 MINUTES 25 SECONDS WEST ALONG NORTH LINE OF SOUTH HALF OF SECTION 3 A DISTANCE OF 1,333.06 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 35 SECONDS EAST A DISTANCE OF 1,251.43 FEET TO THE NORTH RIGHT OF WAY LINE OF PARKER ROAD THENCE NORTH 88 DEGREES 35 MINUTES 25 SECONDS EAST ALONG NORTH RIGHT OF LINE OF PARKER ROAD A DISTANCE OF 1,211 FEET, MORE OR LESS, THENCE NORTH 4 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 1,245.88 FEET TO THE POINT OF BEGINNING

(351-475 Parker Road)

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

WHEREAS, Alven Square and Angelique Conner would like to have access to the City of Monroe's water and sewer services;

WHEREAS, the Monroe Planning Commission recommended annexation of the property on September 9, 2024, by 4-0-1 vote; and

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

NOW, THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that the boundaries of the City of Monroe be, and they are hereby extended and enlarged to include therein, the ±36.35-acre tract previously described;

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

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

This Ordinance was introduced on the _____ day of September 2024.

Notice Published on the _____ day of September 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of October, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE: ANX 101-24

APPLICANT: Martin Engineering Services

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Earnest Muhammad

I move that the Planning 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 for Annexation of a 36.35-acre tract of land, more or less. The property is currently located in Ouachita Parish. The property is located at 351-475 Parker Road. The commission recommends this application be approved.

There was a majority vote of 4-0-1 for approval by the Planning Commission.

PETITION FOR ANNEXATION

The undersigned, in accordance with L.R.S. 171-180, as amended, hereby petition the City Council of the City of Monroe, Louisiana for annexation to the City of Monroe the unincorporated territory more particularly described below, to be known as Drew Square and in support of said Petition, the petitioners allege that:

1. It is desirable and necessary that the following described territory be annexed to the City of Monroe;

2. A community of interest exists between the territory proposed to be annexed and the City of Monroe, Louisiana;
3. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Monroe, Louisiana;
4. The signatures of this petition comprise a majority of the registered voters, resident property owners and twenty-five (25%) in value of property of resident property of the land to be included in the area proposed to be annexed;
5. The legal description of the land owned by each signer and the date of the signing of each signature are all shown on this partition;
6. The territory to be annexed is not presently a part of any incorporated city, city and parish or town.

I am at this time requesting the following city operating utility services be provided now or in the future to this property under conditions set forth in the City of Monroe Code and, further acknowledge that final approval of any city services to this property will be at the discretion of the City.

Water tap

Sewer tap

PROPERTY OWNERS (Print)

SIGNATURE OF PROPERTY OWNERS

Alven Square

Alven Square

Angelique Conner

Angelique Conner

MAP AMENDMENT PACKET

**City of Monroe
Planning Commission**

CASE NO.: ANX 100-24
NAME OF APPLICANT: Martin Engineering Services
SITE ADDRESS: 351-475 Parker Road
COUNCIL DISTRICT: 3 (once annexed)

REQUEST: The applicant wishes to annex an approximately ±36.35-acre tract of land into the City Limits of Monroe, located at 351-475 Parker Road.

SIZE OF PROPERTY: ±36.35-acre, more or less

PRESENT ZONING: Presently the property is located within the Parish and does not have a designated zoning classification. The applicant has a separate application to zone the property to the R-1 (Single Family Residence) District.

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS): North of Parker Road and south of Frontage Road.

SURROUNDING LAND USES: The surrounding land use consists of Quality Paper Packaging, Inc, a single-family residence with vacant land in all directions.

ADVERSE INFLUENCES: The proposed development will increase traffic in the area.

POSITIVE INFLUENCES: The proposed development will add to the housing stock and property taxes for the City of Monroe.

COMPREHENSIVE PLAN: Yes

**COMMENTS/
RECOMMENDATIONS:**

The applicant, Martin Engineering Services/Alven Square currently owns the property in question and wishes to annex a 36.35-acre tract of land, in order to tie into the City of Monroe's sewer and water services. This request will allow the applicant to develop a new residential subdivision. This property abuts the Monroe City Limit line along the rear property line. There is a separate application on the agenda to zone the property R-1 (Single Family Residence) District (MA 101-24). The property is located in Ouachita Parish and does not currently have a zoning designation. The requested zoning will allow for single family residential living, as a use-by-right, and will be submitted for Planning Commission review on August 5, 2024.

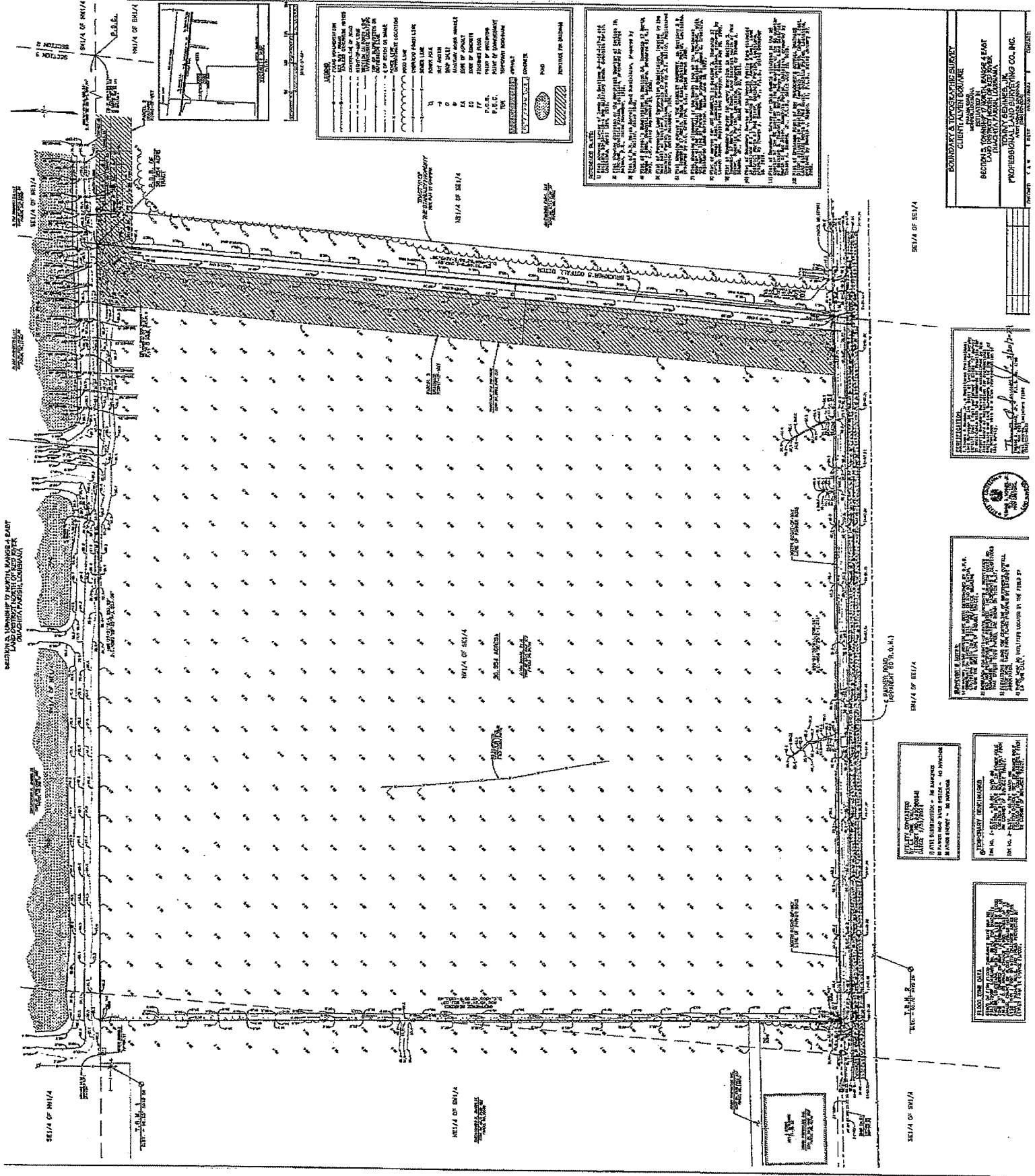
Martin Engineering Services
ANX 100-24

A letter has been sent to the Ouachita Parish Police Jury notifying them of this annexation petition.

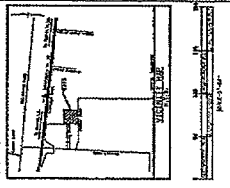
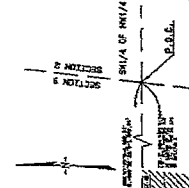
OPTIONS:

Approve the applicant's request to annex a ±36.35-acre tract of land into the City, as presented.

Deny the applicant's request to annex ±36.35-acre tract of land into the City, as presented.



SECTION 1
SECTION 2
SECTION 3
SECTION 4



LEGEND	
(Symbol)	LINE REPRESENTATION OF THE BOUNDARY
(Symbol)	LINE REPRESENTATION OF THE CENTERLINE
(Symbol)	LINE REPRESENTATION OF THE RIGHT-OF-WAY
(Symbol)	LINE REPRESENTATION OF THE ADJACENT PROPERTY
(Symbol)	LINE REPRESENTATION OF THE ADJACENT ROAD
(Symbol)	LINE REPRESENTATION OF THE ADJACENT RAILROAD
(Symbol)	LINE REPRESENTATION OF THE ADJACENT WATERWAY
(Symbol)	LINE REPRESENTATION OF THE ADJACENT WOODLAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT CROPLAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT PASTURE
(Symbol)	LINE REPRESENTATION OF THE ADJACENT WETLAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT URBAN AREA
(Symbol)	LINE REPRESENTATION OF THE ADJACENT OPEN SPACE
(Symbol)	LINE REPRESENTATION OF THE ADJACENT UNDEVELOPED LAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT DEVELOPED LAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT IMPROVED LAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT UNIMPROVED LAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT CONCRETE
(Symbol)	LINE REPRESENTATION OF THE ADJACENT ASPHALT
(Symbol)	LINE REPRESENTATION OF THE ADJACENT GRAVEL
(Symbol)	LINE REPRESENTATION OF THE ADJACENT SAND
(Symbol)	LINE REPRESENTATION OF THE ADJACENT CLAY
(Symbol)	LINE REPRESENTATION OF THE ADJACENT SILT
(Symbol)	LINE REPRESENTATION OF THE ADJACENT LOESS
(Symbol)	LINE REPRESENTATION OF THE ADJACENT ALLUVIUM
(Symbol)	LINE REPRESENTATION OF THE ADJACENT GLACIAL DEPOSIT
(Symbol)	LINE REPRESENTATION OF THE ADJACENT VOLCANIC DEPOSIT
(Symbol)	LINE REPRESENTATION OF THE ADJACENT SEDIMENTARY ROCK
(Symbol)	LINE REPRESENTATION OF THE ADJACENT METAMORPHIC ROCK
(Symbol)	LINE REPRESENTATION OF THE ADJACENT IGGNEOUS ROCK
(Symbol)	LINE REPRESENTATION OF THE ADJACENT METAL MINERAL
(Symbol)	LINE REPRESENTATION OF THE ADJACENT NON-METAL MINERAL
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Fossil
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Cave
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Spring
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Well
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Pond
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Lake
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Stream
(Symbol)	LINE REPRESENTATION OF THE ADJACENT River
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Bay
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Harbor
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Strait
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Trench
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Canyon
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Valley
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Hill
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Mountain
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Plateau
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Desert
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Tundra
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Taiga
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Deciduous Forest
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Coniferous Forest
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Grassland
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Prairie
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Steppe
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Savanna
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Desert
(Symbol)	LINE REPRESENTATION OF THE ADJACENT Tundra

THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME IS TRUE AND CORRECT. I AM A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345. I HAVE BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345. I HAVE BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345.

BOUNDARY & TOPOGRAHY SURVEY
CLIENT: ALBERT BOUTARE
RECORDS: TOWNSHIP OF MOBILE PARISH & EAST
PLAQUEMINE TOWNSHIP, LOUISIANA
PROFESSIONAL SURVEYING CO., INC.
1000 BAYVIEW DRIVE
MOBILE, ALABAMA 36688
PHONE: 904.686.1234
FAX: 904.686.5678
E-MAIL: INFO@PROFSURV.COM
WWW.PROFSURV.COM

RECORDED
THIS SURVEY WAS RECORDED IN THE PUBLIC RECORDS OF THE PARISH OF MOBILE, LOUISIANA, ON 10/15/2024 AT 10:30 AM. THE RECORDING FEE WAS \$150.00. THE SURVEYOR'S NAME IS ALBERT BOUTARE. THE SURVEYOR'S LICENSE NO. IS 12345. THE SURVEYOR'S FIRM IS PROFESSIONAL SURVEYING CO., INC. THE SURVEYOR'S ADDRESS IS 1000 BAYVIEW DRIVE, MOBILE, ALABAMA 36688. THE SURVEYOR'S PHONE NO. IS 904.686.1234. THE SURVEYOR'S FAX NO. IS 904.686.5678. THE SURVEYOR'S E-MAIL ADDRESS IS INFO@PROFSURV.COM. THE SURVEYOR'S WEBSITE ADDRESS IS WWW.PROFSURV.COM.

PROFESSIONAL SURVEYOR
ALBERT BOUTARE
LICENSE NO. 12345
STATE OF MISSISSIPPI
I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345. I HAVE BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345.

ALSO SEE DATA
THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME IS TRUE AND CORRECT. I AM A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345. I HAVE BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345.

PROPERTY RESTRICTIONS
THIS SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME IS TRUE AND CORRECT. I AM A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345. I HAVE BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND AM LICENSED BY THE STATE OF MISSISSIPPI. I HAVE BEEN LICENSED SINCE 1980 AND MY LICENSE NO. IS 12345.

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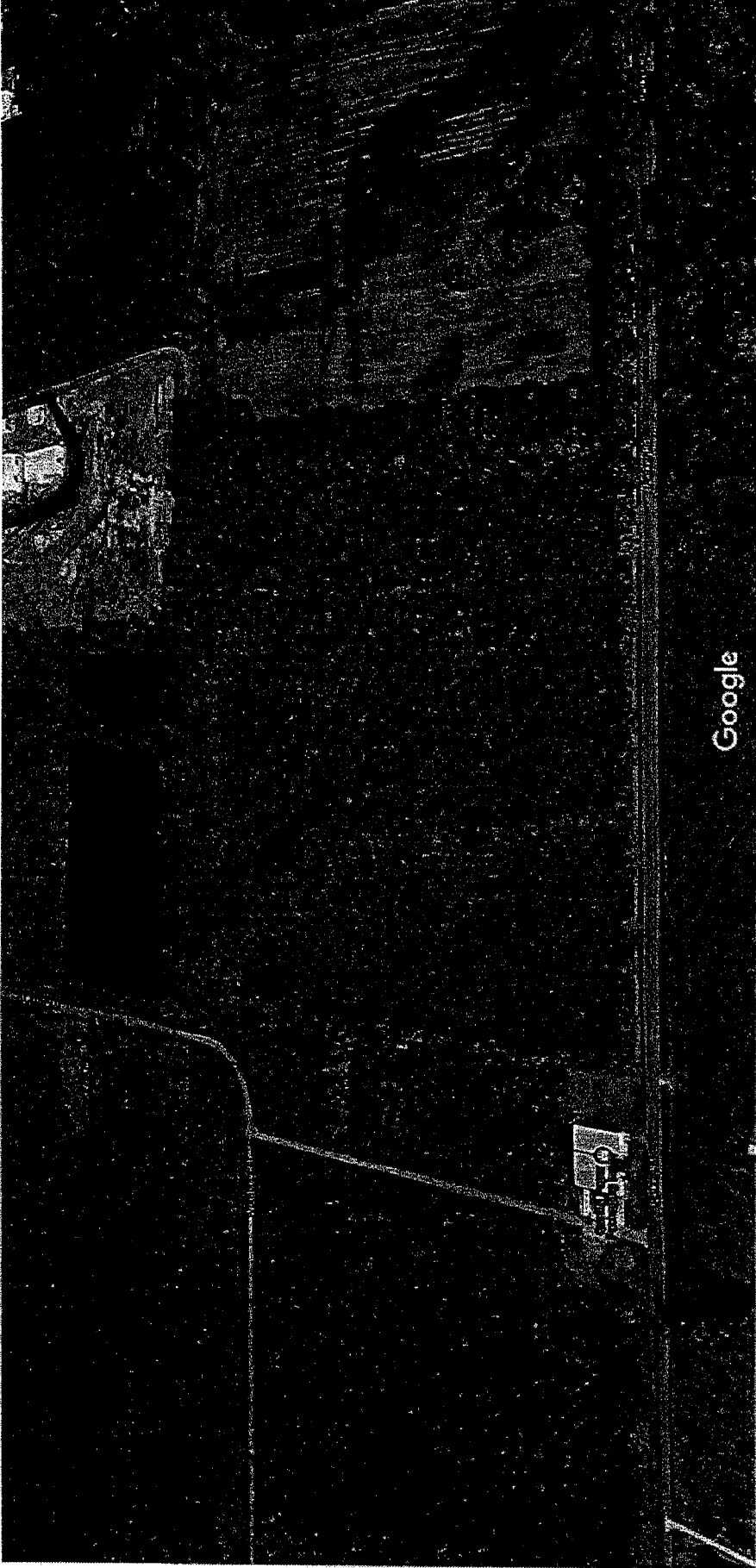


Anx 100-24 & MA 101-24: Martin Engineering Services (351-475 Parker Road)
Request to annex/zone a 36.35 acre tract of land for a single family residential subdivision.

6/26/24, 11:20 AM

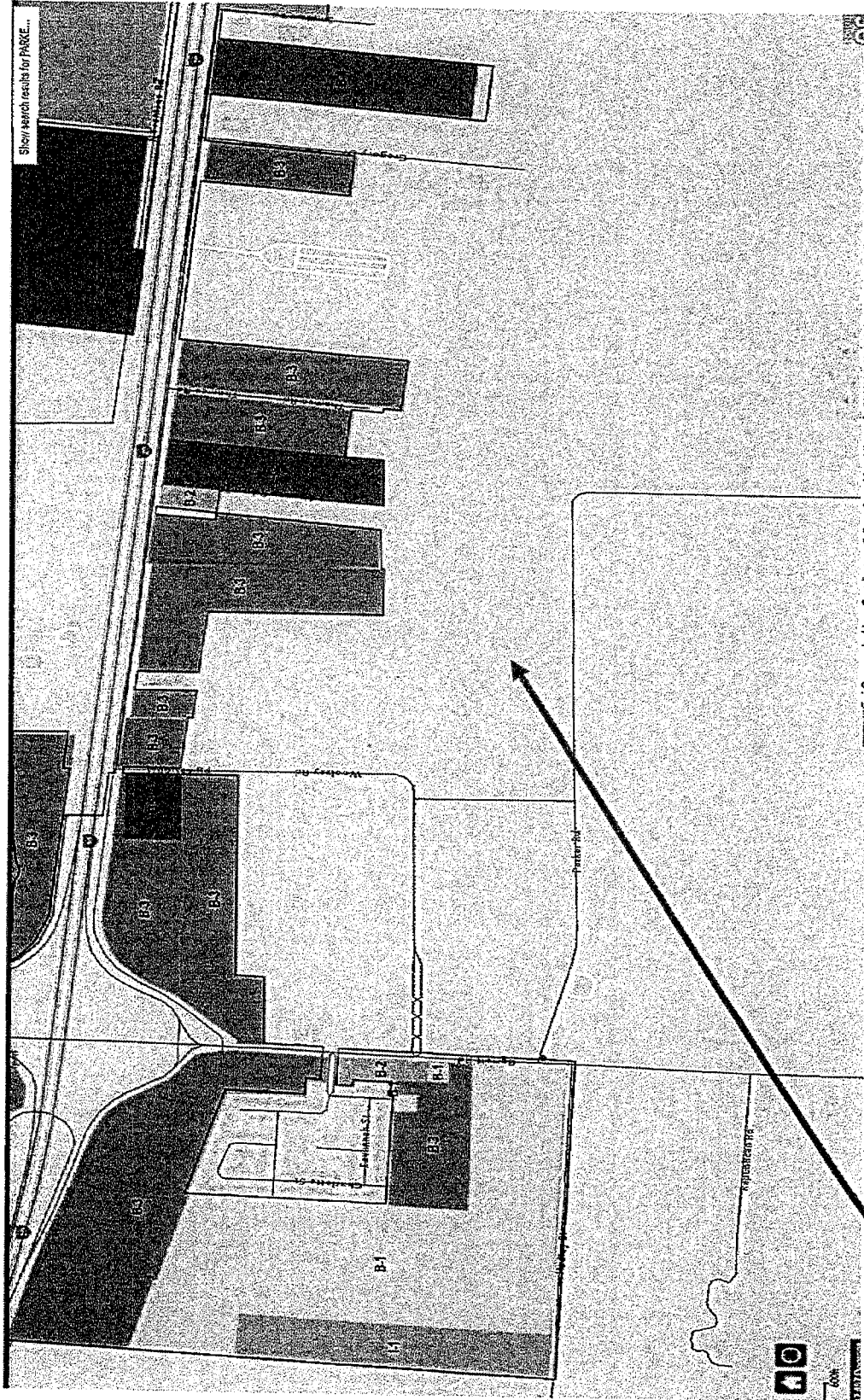
3224 Louisville Ave - Google Maps

Google Maps 3224 Louisville Ave



Imagery ©2024 Google, Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 200 ft

ZONING MAP



Proposed Site

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE APPROVING AN APPLICATION TO ZONE ANNEXED PROPERTY AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Alven Square and Angelique Connor, through Martin Engineering Services, filed an application (MA 101-24) with City of Monroe's Planning and Zoning Division to zone a ±36.35-acre tract of land located at 351-475 Parker Road, Monroe, LA, from being located in Ouachita Parish (Open Space) to the R-1 (Single Family Residence) District as follows:

A CERTAIN TRACT OF LAND SITUATED IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 4 EAST, OUACHITA PARISH, LOUISIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 3, THENCE SOUTH 89 DEGREES, 28 MINUTES, 25 SECONDS WEST ALONG THE NORTH LINE OF SOUTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 4 EAST, A DISTANCE OF 1,283.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 28 MINUTES 25 SECONDS WEST ALONG NORTH LINE OF SOUTH HALF OF SECTION 3 A DISTANCE OF 1,333.06 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 35 SECONDS EAST A DISTANCE OF 1,251.43 FEET TO THE NORTH RIGHT OF WAY LINE OF PARKER ROAD THENCE NORTH 88 DEGREES 35 MINUTES 25 SECONDS EAST ALONG NORTH RIGHT OF LINE OF PARKER ROAD A DISTANCE OF 1,211 FEET, MORE OR LESS, THENCE NORTH 4 DEGREES 52 MINUTES 58 SECONDS EAST A DISTANCE OF 1,245.88 FEET TO THE POINT OF BEGINNING

(351-475 Parker Road)

WHEREAS, the stated purpose of the application is to develop a single family residential development;

WHEREAS, a copy of the application and proposed amendments to the Zoning Map are attached hereto and made part hereof; and

WHEREAS, the application was considered at a meeting of the Monroe Planning Commission on September 9, 2024, and the Monroe Planning Commission recommended **approval** of the application by a vote of 4-0-1.

NOW THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that the application filed by Alven Square and Angelique Connor, through Martin Engineering Services, to zone a ±36.35-acre tract of land located at 351-475 Parker Road, Monroe, LA, from being located in Ouachita Parish to the R-1 (Single Family Residence) District is approved;

BE IT FURTHER ORDAINED that the Zoning Map of the City of Monroe and the boundaries thereof, which is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and shows the Zoning Districts and Boundaries thereof, be and the same is hereby amended to zone the ±36.35-acre described to the R-1 (Single Family Residence) District as shown on the map, which is attached hereto and made a part hereof, and which integrated into the Zoning Map of the City of Monroe.

This Ordinance was introduced on the ____ day of September 2024.

Notice Published on the _____ day of September 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of October, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE: MA 101-24

APPLICANT: Martin Engineering Services

MOTIONED BY: Mrs. Pamela Hill

SECONDED BY: Mr. Charles Scott

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 zone a 36.35-acre tract of land, more or less, from being located in Ouachita Parish to R-1 (Single Family Residence) District. This property is located at 351-475 Parker Road. The commission recommends this application be approved.

The vote by the Monroe Planning Commission was 4-0-1 for approval.

**City of Monroe
Planning Commission**

Case No.:	MA 101-24
Name of Applicant:	Martin Engineering Services
Address of Property:	351-475 Parker Road
Size of Property:	±36.35-acres
Present Zoning:	OS (Open Space)
Proposed Zoning:	R-1 (Single Family Residence) District
Council District:	3
Future Land Use:	Low Density Residential
Consistent to the Comprehensive Plan:	Yes

REQUEST: This is a request to zone a 36.35-acre tract of land from the OS (Open Space) District to the R-1 (Single Family Residential) District.

PRESENT USE: Vacant land

**MOST NEARLY BOUNDED
BY (STREETS):** The property is located north of Parker Road and south of Frontage Road.

SURROUNDING LAND USES: The surrounding land use consists of Quality Paper Packaging, Inc, a single-family residence with vacant land in all directions.

ADVERSE INFLUENCES: This proposed development may increase traffic in the area.

POSITIVE INFLUENCES: The proposed development will add to the housing stock and property taxes for the City of Monroe.

**COMMENTS/
RECOMMENDATIONS:**

The applicant would like to zone a 36.35-acre tract of land from the OS (Open Space) District to the R-1 (Single Family Residence) District. The purpose of the request is to allow the applicant to develop the site for single family residential living. The property is currently vacant and undeveloped. The R-1 (Single Family Residence) District will be the most appropriate zoning classification for the proposed subdivision development.

Approval is contingent upon ANX 100-24 for annexation of the property.

If this application is approved, the request will be forwarded for final approval by the Monroe City Council.

The City of Monroe will be able to provide water and sewer services for this proposed development.

The **Future Land Use Classification** for this area is **Low Density Residential Use**. This area is typically the base of the city, offering residences in densities of between seven units per acre. These areas include the currently developed city. This request is consistent with the comprehensive plan.

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

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

Effect of Denial

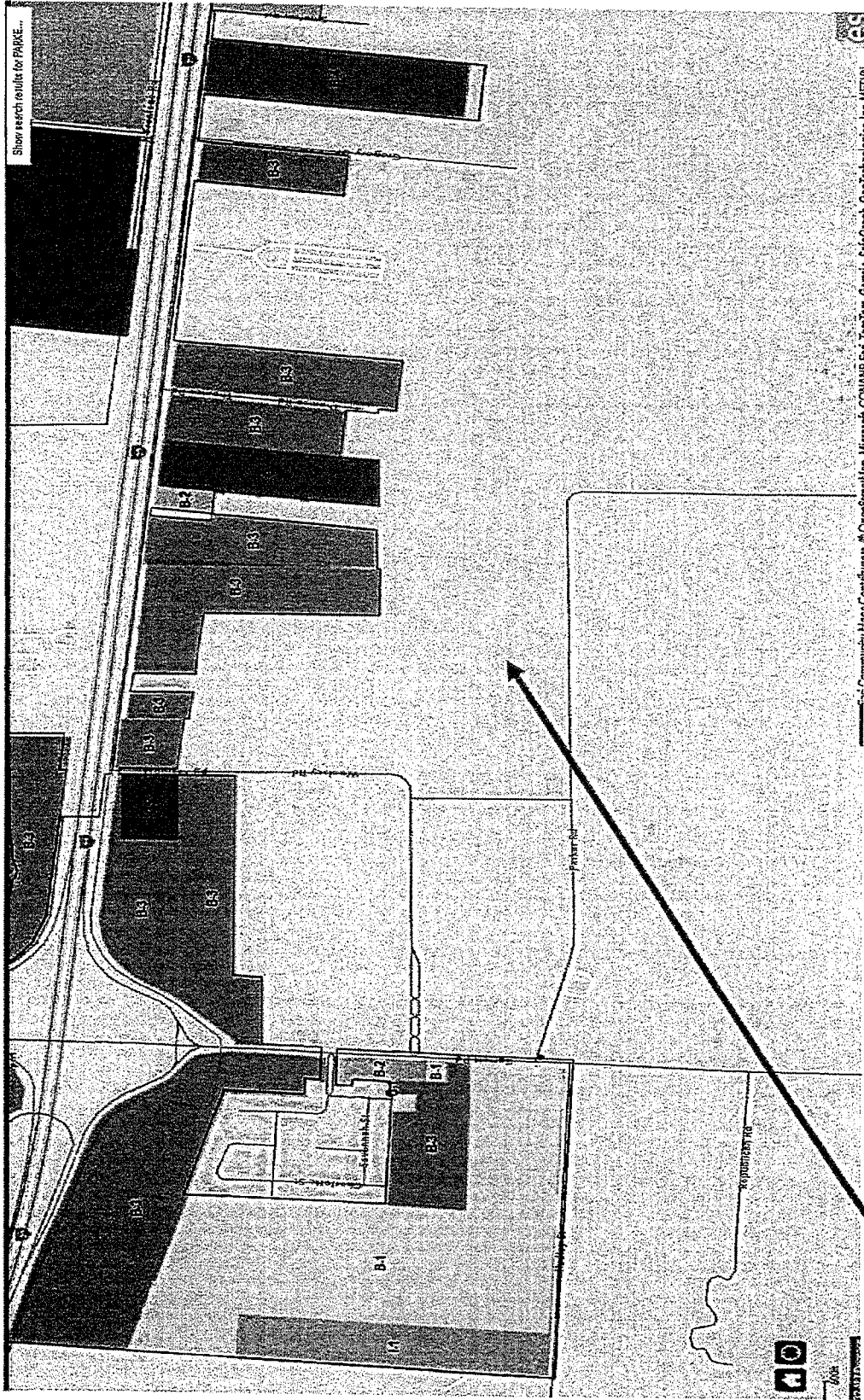
The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

ZONING MAP



Proposed Site