

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – NOVEMBER 24, 2020, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF NOVEMBER 10, 2020:  
(Public Comment)

V: PRESENTATION:  
NONE.

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 313 Cedar Street (D2) (Curatorship - Louis Joseph)
2. 415 North 26<sup>th</sup> (D3) (Curatorship – Frank Bradley Estate and Helen B Caldwell; Sallie Baker)
3. 321 Bell Street (3) (Owner-JLL Properties, Jeff Guerriero and Joe D. Guerriero)  
(This item was passed over at the last meeting pending compliance.)

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

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

Public Comment:

(a) Consider twenty-two (22) Renewal Applications for a New 2021 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

- (b) Consider twenty (20) Renewal Applications for a New 2021 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (c) Consider two (2) Renewal Applications for a New 2021 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (d) Consider one (1) Renewal Applications for a New 2021 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (e) Consider one (1) Renewal Applications for a New 2021 Class M Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.
- (f) Adopt a Resolution authorizing the purchase of Arctic Wolf off the Louisiana Procurement Contract# 4400010663 and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

- (a) Adopt a Resolution appointing Karlis Jackson to the Planning Commission of the City of Monroe, and further providing with respect thereto.
- (b) Adopt a Resolution reappointing Jott Delcambre to the Planning Commission of the City of Monroe, and further providing with respect thereto.
- (c) Adopt a Resolution reappointing William "Cookie" Cookston to the Heritage Preservation Commission of the City of Monroe, and further providing with respect thereto.
- (d) Consider request from Verbon Muhammad for this Major Conditional Use Permit authorizing the use of the existing (418 Winnsboro Road) for worship and training youth and adults. The Comprehensive Zoning Ordinance allows a house of worship/church as a Major Conditional Use in the B-3, General Business/Commercial District. Major Conditional Uses are those uses that require two levels of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. Planning Commission recommends approval with a 4-0-1 vote.

4. Legal Department:

Public Comment:  
None.

5. Mayor's Office:

Public Comment:

- (a) Adopt a Resolution authorizing the City of Monroe to enter into an agreement with CreateLore for Professional Services and further providing with respect thereto.

6. Department of Public Works:

Public Comment:  
None.

7. Department of Community Affairs:

Public Comment:  
None.

8. Police Department:

Public Comment:

- (a) Adopt a Resolution authorizing the Director of Administration to accept and execute an agreement with the Department of Justice to accept funding in the amount of \$52,060.00 for the Project Safe Neighborhood Program and further providing with respect thereto.
- (b) Adopt a Resolution authorizing the purchase of seven Chevrolet Tahoees for the Monroe Police Department off of state contract and further providing with respect thereto.
- (c) Adopt a Resolution authorizing the purchase of 100 Safariland Bothell pd Carriers off of the Louisiana Procurement Contract# 4400006361 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 and between the City of Monroe and McLemore Service Contractors, LLC, for the Calypso Street Waterline Rupture Repairs Project, and further providing with respect thereto.
- (b) Adopt a Resolution accepting the base bid of \_\_\_\_\_, in the amount \$ \_\_\_\_\_, for the Guardrail Replacement Project, and further authorizing an authorized city representative, to enter into and execute a contract for said work.
- (c) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. One (1) to the Tower at Bienville Intersection Improvements Contract, between the City of Monroe and Patrick Electric Service, LLC, for a decrease in the contract amount of \$2,000.00 days and further providing with respect thereto.
- (d) Adopt a Resolution authorizing Friday Ellis, Mayor, to enter into and execute a Professional Services Agreement with S. E. Huey Company, to provide engineering services for the enhancement project on Jackson Street S.P.N. – H.007530 and further providing with respect thereto.
- (e) Adopt a Resolution authorizing Friday Ellis, Mayor, to enter into and execute a Professional Services Agreement with S. E. Huey Company, to provide engineering services for the enhancement project on Winnsboro Road S.P.N. – H.007531 and further providing with respect thereto.
- (f) Adopt a Resolution authorizing Friday Ellis, Mayor, to execute an Entity/State Agreement with the Louisiana Department of Transportation and Development for State Project No. H.014348 Lee Avenue: Jackson St - Standifer Ave Project and further providing with respect thereto.
- (g) Adopt a Resolution authorizing Friday Ellis, Mayor, to sign and approve submittal of a Design Waiver Request for the State Project No. H.011895 City of Monroe Guardrail Installation Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance declaring certain immovable property in Monroe bearing municipal address 3303 Dick Taylor St. as no longer being needed for public use and authorizing the same to be sold to Naomi Carter pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)

- (b) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Laguarde Holding LLC all rights, title and interest that the City may have acquired to the lot in Lot 1, sq. "C" of Jackson's Land Company's Addition, Ouachita Parish, District 4, Monroe, La, by Adjudication at Tax Sale dated June 24, 2015, and further with respect thereto. (Legal)
- (c) Introduce an Ordinance revoking a 75' wide section of Pear Street from the Levee west approximately 185' to its terminus at the Ouachita River and further providing with respect thereto. (P&Z)
- (d) Introduce an Ordinance amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article V, Site Development Standards, Section 37-78 Supplemental Height, Yard, and Open Space Regulation (c) Architectural Projections into Required Yards (3) to clarify the circumstances that carports and patio covers may occupy required yards. (P&Z)
- (e) Introduce an Ordinance declaring certain immovable property in Monroe located along Pendleton Street between Desiard Street and Adams Street, as no longer being needed for public use and authorizing the same to be sold to Michael Echols Enterprises, LLC pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)

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

Open Public Hearing/Public Comment/Close Hearing:

- (a) Finally adopt an Ordinance accepting the donation of real property into the City of Monroe from Marcus A. Drummer, and further providing with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

- (b) Finally adopt an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana to zone a ±1.2-acre tract of land located in Ouachita Parish from I-1, Commercial/Industrial Business Park District to B-3, General Business/Commercial District in order for the applicant to be able to operate a baseball and softball facility - **2920 Commerce Street - APPLICANT: Bradley Emaus (P&Z)**

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session  
November 10, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, November 10, 2020 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Carday Marshall Sr., Vice-Chairman called the meeting to order. He asked prayers for Chairman Harvey due to his having been tested positive for Covid.

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

Council members present for roll call: Mrs. Gretchen Ezernack, Ms. Juanita Woods, Mr. Carday Marshall Sr., Mrs. Kema Dawson.

Council member(s) absent: Mr. Douglas Harvey.

Vice-Chairman Marshall declared a quorum.

The Invocation was led by Ms. Woods designee, Rev. A.B. Johnson, Rose of Sharon Baptist Church; Ms. Woods led the Pledge of Allegiance.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mrs. Ezernack welcomed each one present and thanked them for their attendance.
2. Ms. Woods thanked Rev. Johnson for the prayer; she congratulated President elect Joe Biden and Vice President elect Kamal Harris on their win; she thanked the Administration for the closure of the old city dump and for the concern of the community. She spoke regarding a meeting of concern for the crime in Parkview and there are good things in place to address Parkview and other Standard Enterprises properties.
3. Mr. Marshall thanked everyone for being present; he encouraged everyone to be cautious and courteous as it relates to Covid.
4. Mrs. Dawson thanked everyone for joining the Council meeting; she thanked the community for their support of the cleaning up of the zoo; Councilwoman spoke regarding Parkview and her meetings with the Mayor and Administration and there is a plan of solutions being implemented in the area; she asked that citizens would be careful and safe as it relates to Covid. She asked that we would be careful of the words that are spoken to each other, because what goes around it comes back around.
5. Mayor Ellis thanked everyone for their attendance. He thanked the Veterans for their service to the Country; he acknowledged the 245<sup>th</sup> birthday for the Marines. Mayor Ellis thanked the City employees for their work and dedication. He acknowledged Chief Eugene Ellis presented him with a letter of accommodation and his work as Interim Chief of Police when he was voted in as the new Mayor.

Upon a motion of Mrs. Dawson and a second by Mrs. Ezernack, the minutes of the Legal and Regular session of October 27, 2020 were unanimously approved. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment:

1. 710 Peach Street (D4) (Owner-Emmanuel (NMI) Thomas) Upon a motion by Mr. Marshall, second by Ms. Woods and unanimously approved for property owner to be given 90 days or February 11, 2021, in which to bring the structure into compliance with the code or demolish the structure and clean the lot.

Comments: Pictorial evidence of the current state of the property was shown by PUD Director, Ellen Hill and discussion on the property's condition was made. Mr. Thomas, owner of property was present and spoke regarding the property.

Monroe City Council Legal and Regular Session  
November 10, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

2. 903 South 2<sup>nd</sup> Street (D4) (Owner-Diana Bates Dyer) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved for property owner to be given 60 days or January 11, 2021, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments).

Comments: Pictorial evidence of the current state of the property was shown by PUD Director, Ellen Hill and discussion on the property's condition was made. There was service. Mr. Marshall did call her but couldn't reach her by phone. Mrs. Hill said this was one of several of her properties in this shape. Mrs. Dawson asked how long this property had been in this shape and Mrs. Hill said it burned three years ago and neighbors are calling about the condition of the property. Mrs. Sturdivant said Mr. Creekbaum has been dealing with this property for some time.

3. 315 Morris Avenue (D5) (Owner-Toni Lasonia Presley) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved for item to be removed from the agenda. (There were no public comments).

4. 3810 Dick Taylor Street (D4) (Owner-Kevin & Angela Ellis) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved for property owner to be given 120 days or March 11, 2021, in which to bring the structure into compliance with the code or demolish the structure and clean the lot.

Comments: Pictorial evidence of the current state of the property was shown by PUD Director, Ellen Hill. And discussion on the property's condition was made. Mr. Ellis, owner of property was present and spoke regarding the property.

5. 302 Egan Street (D4) (Owner-Lagniappe Investors 102 LLC) Upon a motion by Mr. Marshall, second by Mrs. Dawson and unanimously approved for property owner to be given 90 days or February 11, 2021, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments).

Comments: Pictorial evidence of the current state of the property was shown by PUD Director, Ellen Hill and discussion on the property's condition was made.

6. 321 Bell Street (D3) (Owner-JLL Properties, Jeff Guerriero and Joe D. Guerriero) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved for item to be removed from the agenda until November 24, 2020 meeting. (There were no public comments).

ACCEPTANCE OR REJECTION OF BIDS:      Public Comment      None.

RESOLUTIONS AND MINUTE ENTRIES:

Council:      Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7839, approving the appointment of Marty Campbell to the Southside Economic Development District Board and further providing with respect thereto. (Dawson)

Comments: Mr. Marty Campbell came forward and introduced himself. Councilwomen Dawson and Woods thanked Mr. Campbell for his willingness to serve.

Department of Administration:      Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Consider an Application by Jamario Hill dba The Cookout, 1301 North 18<sup>th</sup> Street, Monroe, LA 71201 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

(b) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Consider fourteen (14) Renewal Applications for a New 2021 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

Monroe City Council Legal and Regular Session  
November 10, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

(c) Upon a motion by Ms. Woods, second by Mrs. Ezernack and unanimously approved to Consider thirteen (13) Renewal Applications for a New 2021 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(d) Upon a motion by Ms. Woods, second by Mrs. Ezernack and unanimously approved to Consider one (1) Renewal Applications for a New 2021 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

Department of Planning & Urban Development: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution 7840, authorizing the City of Monroe to advertise for bids to purchase and install Temperature Scanner Kiosks, and further providing with respect thereto. (There were no public comments).

Legal Department: Public Comment: None.

Mayor's Office: Public Comment:

(a) Upon a motion by Ms. Woods, second by Mrs. Dawson and unanimously approved to Adopt Resolution 7841, confirming the appointment of Dr. Harrington Watson, III to the Southside Economic Development District Board of Commissioners and further providing with respect thereto. (There were no public comments).

Comments: Mayor Ellis thanked Dr. Watson for his service as an Educator and for his willingness to serve on the SEDD Board; Council also thanked Dr. Watson for his willingness to serve.

Department of Public Works: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7842, authorizing the purchase of 1 Heavy Duty Bus for the Monroe Transit System from Baton Rouge Contract #2015-009 and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7843, adopting the finding of the Environment Audit by the Department of Environmental Quality for the State of Louisiana and further providing with respect thereto. (There were no public comments).

Department of Community Affairs: Public Comment: None.

Police Department: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7844, authorizing a designated city representative to accept and execute an agreement with the Louisiana Commission on Law Enforcement to accept funding in the amount of \$43,810.00 for the DARE Program and further providing with respect thereto. (There were no public comments).

Fire Department: Public Comment: None.

Engineering Services: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7845, accepting as substantially complete work done by and between the City of Monroe and Womack Brothers, LLC, for the Grammont Tank Lighting Project, and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Adopt Resolution No. 7846, accepting the base bid of CW&W Contractors, Inc., in the amount \$547,535.00, for the North 18<sup>th</sup> Street Rehabilitation Project, and further authorizing an authorized city representative, to enter into and execute a contract for said work. (There were no public comments).

Monroe City Council Legal and Regular Session  
November 10, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

(c) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution No. 7847, authorizing an authorized city representative, to execute Change Order No. Three (3) to the Kansas Lane Extension Clearing & Grubbing Contract, between the City of Monroe and LaDotd for an increase in the contract amount of \$55,415.86 and an increase in the contract time of 45 days and further providing with respect thereto. (There were no public comments).

(d) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to remove from the agenda to Adopt a Resolution authorizing an authorized city representative, to enter into and execute a Professional Services Agreement with S. E. Huey Company, to provide engineering services for the enhancement projects on Jackson Street & Winnsboro Road and further providing with respect thereto. (There were no public comments).

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES:      Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to Introduce an Ordinance accepting the donation of real property into the City of Monroe from Marcus A. Drummer, and further providing with respect thereto. (Legal) (There were no public comments).

(b) ADD-ON: Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to add to the agenda to Introduce an Ordinance adopting and amending the zoning map for the City of Monroe, Louisiana and further providing with respect thereto. (There were no public comments).

Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Introduce an Ordinance adopting and amending the zoning map for the City of Monroe, Louisiana 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:

Open Public Hearing/Public Comment/Close Hearing: Vice-Chairman Marshall opened the public hearing:

1. Mr. Lamar Spencer, asked if new businesses would receive waivers; Mrs. Sturdivant said the ordinance was for current class A license holders who timely paid their licenses last year; paid the full amount of the license and were unable to operate for the majority of the year. Mayor Ellis said the State was already doing this and the City is doing it on a local level to give the business owners some relief.

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

(a) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Finally Adopt Ordinance No. 12, 025, declaring a one-time Waiver of Class A License Fees for Bars and Nightclubs that were unable to open during the covid-19 pandemic and further providing with respect thereto. (Mayor)  
(There were no public comments).

Open Public Hearing/Public Comment/Close Hearing: Vice-Chairman Marshall opened the public hearing and seeing no one come forward, the hearing was closed.

(b) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Finally Adopt Ordinance No. 12, 026, accepting the Donation of sewer improvements built on a public right of way from CBS Interest, LLC and further providing with respect thereto. (Eng.)  
(There were no public comments).

Citizen's Participation

1. Arnita Spencer, citizen spoke regarding the loudness of the train near her home; trees around powerlines; thanked the City for picking up trash.
2. Lamar Spencer, citizen, spoke regarding replacing of culverts.



Monroe City Council Legal and Regular Session  
November 10, 2020  
6:00 p.m.  
City Council Chambers-City Hall  
MINUTES

There being no further business to come before the Council, the meeting was adjourned at 7:04 p.m., upon a motion of Ms. Woods and seconded by Mrs. Dawson. (There were no public comments).

Mr. Carday Marshall, Sr.  
Council Vice-Chairman

Ms. Carolus S. Riley  
Council Clerk

Ms. Jacqueline Benjamin  
Council Secretary

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

MEMO

DATE: NOVEMBER 12, 2020  
TO: CARLOS RILEY  
FROM: BROWNIE BARBO  
RE: CONDEMNATIONS FOR CITY COUNCIL ON NOVEMBER 24, 2020

Please place the following condemnations on the agenda for the City Council on NOVEMBER 24, 2020 (All curatorship's)

1. 313 Cedar Street (D2) (Curatorship - Louis Joseph)
2. 415 North 26<sup>th</sup> Street (D3) (Curatorship - Frank Bradley Estate and Helen B Caldwell; Sallie Baker)

This item was passed over at the last meeting:

3. 321 Bell Street (3) (Owner-JLL Properties, Jeff Guerriero and Joe D. Guerriero)

C: Ellen Hill  
Casey Starr  
Catherine Robinson  
Karen Goree  
Jimmie Bryant  
Hubert Murphy  
Stacy Newbill

# MEMO

**To:** Stacey Rowell  
Director of Administration

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

**Re:** Renewals (For November 24, 2020 meeting)

**Date:** November 13, 2020

---

## Class A (22)

1. JUNKYARD BAR
2. MUGSHOT DAIQUIRIS, LLC DBA BLEND
3. BAYOU GRILL
4. MIGHTY CRAB
5. GENO'S
6. CHAR19
7. PARISH RESTAURANT
8. NELL'S AIRPORT LOUNGE
9. FAT PELICAN
10. HUB MISC HALL, LLC
11. WATERFRONT GRILL
12. DESIARD PLAZA CENTER, LLC
13. ARAMARK (4201 BON AIRE DR.)
14. ARAMARK (322 STADIUM DR.)
15. ARAMARK (308 WARHAWK WAY)
16. MUSTAGE SALLY
17. SIESTA

18. COOTER BAY
19. EARL'S TBJ'S
20. ANDERBOHN
21. PINK
22. HIMALAYAN

**Class B (20)**

1. FAST STOP
2. 18<sup>TH</sup> STREET TOBACCO & LIQUOR
3. QUICK & EASY (2000 JACKSON ST.)
4. QUICK & EASY (502 WINNSBORO RD)
5. SUPER SAVE #11
6. SUPER SAVE #14
7. SUPER SAVE #7
8. NOW SAVE #9
9. NOW SAVE #16
10. TARGET STORE
11. UNIVERSITY U-PAK-IT
12. SAI-U-PAK-IT
13. SMOKERS PARADISE & SPIRITS
14. JOEY'S STOP & GO
15. SMOKERS PARADISE & DAIQUIRIES
16. DELTA MINI MART #3
17. FAMILY STOP & SHOP
18. CVS #5344
19. CVS #5513
20. TONORE'S WINE CELLAR

**CLASS E (2)**

1. AMVETS POST 66
2. BAYOU DESIARD COUNTRY CLUB

**CLASS G (1)**

1. MARSALA BEVERAGE

**CLASS M (1)**

1. FLYING TIGERS BREWERY

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

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

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

A RESOLUTION AUTHORIZING THE PURCHASE OF ARCTIC WOLF OFF THE LOUISIANA PROCUREMENT CONTRACT# 4400010663 AND FURTHER PROVIDING WITH RESPECT THERETO.

---

WHEREAS, the Information Technology (IT) Division oversees all computer and software equipment and data storage for the City of Monroe;

WHEREAS, Arctic Wolf provides a unified console for the IT division's current tools that will allow faster response times to threats, increased efficiency as well as 24x7 monitoring, detection, as well as ongoing risk management to proactively protect the City of Monroe's network.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA that the Director of Administration is hereby authorized to purchase Arctic Wolf off the Louisiana Procurement Contract # 4400010663 in an annual amount of \$120,946.60.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

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



# QUOTE

Date: 2020.10.20

## Technology Solutions

Jonathan Peyton (jpeyton@CMAontheweb.com)  
8180 YMCA Plaza Drive  
Baton Rouge, LA 70810  
ph. (318) 561-4CMA / fx. (225) 761-3813

### Customer Information:

City of Monroe  
12mo Managed Cybersecurity Services

Qty.	Model#	Description	Unit Price	Extended
600	AW-MDR-USER	Arctic Wolf MDR user license 125-3000	\$ 109.00	\$ 65,400.00
60	AW-MDR-SE	Arctic Wolf MDR server license	\$ 109.00	\$ 6,540.00
660	AW-MDR-90DAY	Arctic Wolf MDR Log Retention - 90 days	\$ -	\$ -
1	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor	\$ 2,149.00	\$ 2,149.00
600	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$ 13.00	\$ 7,800.00
1	AW-MDR-OB	Arctic Wolf MDR Onboarding	\$ -	\$ -
1	AW-SHP	Arctic Wolf Sensor/Scanner Shipping	\$ 117.60	\$ 117.60
600	AW-MR-USER	Arctic Wolf Managed Risk user license 125-3000	\$ 59.00	\$ 35,400.00
60	AW-MR-SE	Arctic Wolf Managed Risk server license	\$ 59.00	\$ 3,540.00
1	AW-MR-OB	Arctic Wolf MDR Onboarding	\$ -	\$ -

**\*\* subscription term - 1/1/2021 - 12/31/2021 \*\***

LA Contract Number: 4400010663 (Carahsoft)  
NASPO Master Contract Number: AR2472  
Contract expiration: September 16, 2026

Sub Total:	\$ 120,946.60
S&H:	
Tax:	
<b>Total:*</b>	<b>\$ 120,946.60</b>

### CMA - "We'll Get You There!"

*\*All prices quoted good for 30 days only. Prices do not include sales taxes if applicable.*

Arctic Wolf Quote

# Arctic Wolf Managed Detection and Response Solution

## Threat Detection and Response Delivered by the Concierge Security Team

Organizations everywhere are struggling with detecting and responding to modern cyberthreats efficiently. While many IT departments have deployed security tools in an attempt to address this, the lack of 24x7 coverage, extensive security operations expertise, and a well-staffed security team means many threats go unnoticed and can linger in the environment for months. Many high-profile data breaches occur not because the security tool failed to raise an alert—they fail because the alert isn't addressed, or is overlooked.



The Arctic Wolf Concierge Security Team has found latent threats lingering in 73% of our customers' environments within the first 90 days of the engagement.

Built on the industry's only cloud-native platform to deliver security operations as a concierge service—the Arctic Wolf™ Managed Detection and Response (MDR) solution eliminates alert fatigue and false positives to promote a faster response with detection and response capabilities tailored to the specific needs of your organization. Your Arctic Wolf Concierge Security® Team (CST) works directly with you to perform threat hunting, incident response, and guided remediation, while also providing strategic recommendations uniquely customized for your environment.



### Detect

See more with continuous monitoring and threat hunting managed by security operations experts

- ▶ Broad visibility
- ▶ 24x7 monitoring
- ▶ Threat hunting



### Respond

Managed investigation and rapid response to quickly contain threats

- ▶ Managed investigations
- ▶ Incident response
- ▶ Log retention and search



### Recover

Learn from incidents and implement custom rules and workflows for proactive protection

- ▶ Guided remediation
- ▶ Root cause analysis
- ▶ Personalized engagement

## Concierge Security Team

The Concierge Security Team (CST) is your single point of contact for your Arctic Wolf Managed Detection and Response solution. Your CST serves as your trusted security operations advisor and an extension of your internal team, and provides you with:

- ▶ 24x7 monitoring
- ▶ Alert triage and prioritization
- ▶ Custom protection rules
- ▶ Guided remediation
- ▶ Detailed reporting and audit support
- ▶ Ongoing strategic security reviews

## Leverage Existing Infrastructure

The Arctic Wolf MDR solution leverages security technologies within your current environment so you can quickly detect, respond, and recover from threats without worrying about vendor lock-in, or replacing your existing systems.

## Advanced Threat Detection

Machine learning with adaptive tuning provides proactive threat hunting and remote forensic analysis for greater efficiency and scale.

## Managed Containment

Rapidly respond to threats and stop their spread by preventing host devices from communicating externally, as well as with other devices on your network.

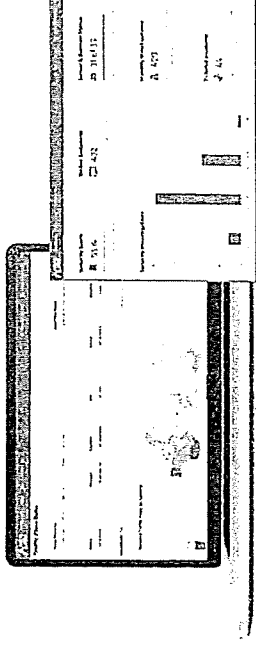
# The Arctic Wolf Difference

## Broad Visibility

Security telemetry collected from internal and external networks, endpoints, and cloud environments are enriched with threat feeds, OSINT data, CVE information, ATO data, and more to provide granularity and context to incidents that are investigated and triaged by the Concierge Security Team.

## Arctic Wolf Customer Portal – Tactical and strategic insights

A purpose-built GUI provides visibility into open tickets and view deployment elements such as the number of Arctic Wolf™ Agents currently deployed.



Summary and customized reports to understand your security posture and fulfill compliance needs

## Endpoint Threat Detection and Response

The included Arctic Wolf Agent provides endpoint intelligence and enhanced threat detection capabilities that give our security engineers deep, pervasive visibility into your security posture.

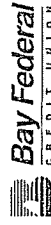
- ▶ Sysmon event monitoring provides east/west visibility into the lateral movement of threats
- ▶ Weekly endpoint reporting
- ▶ Managed containment

## Unlimited Log Retention and Search

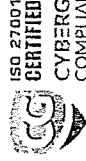
The Arctic Wolf Platform automatically collects, normalizes, analyzes, and retains log data from existing networks, systems, and applications for a minimum of 90 days and is available on-demand to address your reporting and compliance needs

“The value for me is that Arctic Wolf is an extension of our team. Arctic Wolf has helped enhance our security and improve our compliance reporting posture while enabling the Bay Federal team to focus on projects that add the most value to our business.”

— **Richard Roark**, VP and Chief Information Officer (CIO), Bay Federal Credit Union



©2020 Arctic Wolf Networks, Inc. All rights reserved. Arctic Wolf Networks, AWN and the Arctic Wolf Networks logo are trademarks of Arctic Wolf Networks, Inc. in the United States and/or other jurisdictions. Other names used in this document are for identification purposes only and may be trademarks of their respective owners.



SOC2 Type II Certified

Contact Us

arcticwolf.com  
1.888.272.8429  
ask@arcticwolf.com



# Arctic Wolf Managed Cloud Monitoring for Microsoft 365

Arctic Wolf® detects and responds to advanced threats targeting your Microsoft 365 SaaS application and helps you comply with regulatory mandates like PCI, HIPAA, and SOX. Every customer gets a dedicated Concierge Security® Team, which provides the security expertise you need to rapidly detect and respond to threats across your on-premises and cloud deployments.

## Accelerate Monitoring of Your Microsoft 365 Service

The cloud-based Arctic Wolf® Platform provides comprehensive visibility into the utilization of your Microsoft 365 service to detect malicious activity. The Arctic Wolf cloud security solution enables you to:



### Secure your Microsoft 365 SaaS solution

Get 24x7 threat detection and response from Arctic Wolf Managed Cloud Monitoring



### Add Arctic Wolf security expertise

Leverage the expertise of the Arctic Wolf Concierge Security Team (CST) to serve as the trusted security advisor to your IT team



### Optimize threat detection

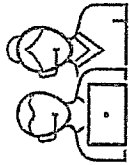
Microsoft 365 alerting uses standard and customized rules, tuned by your Concierge Security Team, delivering flexibility and specificity for your organization's environment, policies, and requirements



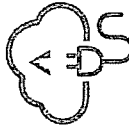
### Leverage detection that uses a unified view of your attack surface

You have visibility across both your on-premises network infrastructure and your cloud-based applications

CONCIERGE SECURITY® TEAM (CST)



ARCTIC WOLF CLOUD CONNECTORS



Secure Transport

Secure Transport



ON-PREMISES SENSOR  
On-premises network visibility



ARCTIC WOLF® AGENT  
Endpoint visibility



ARCTIC WOLF® PLATFORM

## Microsoft 365 Visibility and Alerting

Arctic Wolf security operations provide comprehensive monitoring for Microsoft 365

- ▶ 50+ alerting rules upon setup, plus additional customization with the CST
- ▶ Comprehensive monitoring
  - Active Directory
  - SharePoint
  - OneDrive
  - Exchange admin and mailbox
- ▶ Alerting rules for:
  - Authentication: users and access
  - Resource sharing
  - Mail and file operations
  - Mobile device administration
- ▶ Detailed reporting
  - Executive summary (overall view)
  - Usage reports (login activity, AD service events, exchange online service events, OneDrive service events, SharePoint service events, service administrative activity)

# Arctic Wolf Managed Cloud Monitoring for Microsoft 365

## Gain Visibility into Attacks Targeting Your Microsoft 365 Service

- ▶ Detect suspicious Microsoft 365 actions:
  - Authentication settings modified
  - Anomalous sign-in activity, user account status
  - User password changes and resets
  - Unauthorized, geo-based access
  - Mailbox settings updates, inbox rule creation, etc.
  - DLP rule violations
    - Anonymous links to file resources, ACL updates
    - Resource downloads/uploads, renames, deletions, etc.
- ▶ Detect unauthorized access of the Office 365 application (examples):
  - Brute-force login attacks
  - Concurrent access from multiple geos
  - Download/upload sensitive data

## Continuous Cloud Monitoring Delivered by Our Concierge Security Team

As businesses everywhere move further into the cloud, they face new security challenges. Legacy security tools, such as firewalls, advanced endpoint protection, or SIEM appliances, cannot defend cloud workloads, and cloud vendors do not take responsibility for many key security areas. Businesses struggle to staff their teams with cybersecurity cloud experts. And the threat to cloud platforms is rising.

Built on the industry's only cloud-native platform to deliver security operations as a concierge service, Arctic Wolf® Managed Cloud Monitoring lets you detect cloud vulnerabilities and attacks as they occur, across multiple major cloud platforms. Your security operations expert from the Concierge Security® Team (CST) works directly with you, using their cloud security expertise to guide implementation, risk-surface identification, and ongoing cloud monitoring to enhance your cloud security posture. For more information about Arctic Wolf Managed Cloud Monitoring and our other security solutions, visit [arcticwolf.com](http://arcticwolf.com).

©2020 Arctic Wolf Networks, Inc. All rights reserved. | Public



©2020 Arctic Wolf Networks, Inc. All rights reserved. Arctic Wolf Networks, AWN and the Arctic Wolf Networks logo are trademarks of Arctic Wolf Networks, Inc. in the United States and/or other jurisdictions. Other names used in this document are for identification purposes only and may be trademarks of their respective owners.

AW-185-001-00001-000001



# Arctic Wolf Managed Risk Solution

## Continuous Risk Management Delivered by the Concierge Security Team

Organizations everywhere struggle with the complexity of identifying and managing security risks within their environment. Often, even fundamental information like what assets exist, which systems have vulnerabilities, and which systems are not configured properly is too hard to get. And when this information is available it usually overwhelms the security team because existing tools generate too many alerts and lack context. As they struggle with what to do next and how to prioritize, these risks pile up and leave the organization vulnerable to threats and damaging data breaches.

66

“By 2022, organizations that use the risk-based vulnerability management processes will have 80% fewer breaches.”

— Dale Gardner, Forecast Analysis: Risk-Based Vulnerability Management, Worldwide | Published: 14 June 2019 ID: G00384640

Built on the industry’s only cloud-native platform to deliver security operations as a concierge service—Arctic Wolf™ Managed Risk enables you to continuously scan your networks, endpoints, and cloud environments to quantify digital risks. Your security operations expert from the Concierge Security® Team works directly with you to discover risks beyond simple vulnerabilities, benchmark the current state of your environment, and implement risk management processes that harden your security posture over time.



### Discover

Identify and categorize risky software, assets, and accounts

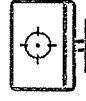
- ▶ Risk visibility
- ▶ Dynamic asset discovery
- ▶ 24x7 risk monitoring



### Benchmark

Quantify your digital risk exposure and identify gaps

- ▶ Security Controls Benchmarking
- ▶ Risk scoring
- ▶ Actionable reporting



### Harden

Know where you’re exposed and prioritize security posture improvements

- ▶ Guided remediation
- ▶ On-demand reporting
- ▶ Strategic recommendations

### Concierge Security Team

The Concierge Security Team (CST) is your single point of contact for your Arctic Wolf Managed Risk solution. Your CST serves as your trusted security advisors and an extension of your internal team, and:

- ▶ Customizes service to your needs
- ▶ Continuously scans your environment for digital risks
- ▶ Performs monthly risk posture reviews
- ▶ Provides actionable remediation guidance
- ▶ Delivers a customized risk management plan to prioritize remediation and measure progress

## Comprehensive Visibility Into Your Risk Posture

### See the big picture

Assess risks associated with your internal and external networks, devices, cloud environments, system configurations, and more to understand how your critical resources could be impacted.

### Discover risks that others miss

With Arctic Wolf® you get continuous discovery of digital risks beyond simple vulnerabilities, which traditional tools cannot identify.

### Prioritize what matters

Quantify digital risk using data enriched by the Arctic Wolf™ Platform, meaningful numerical risk scores, and case management workflows so you can filter out the noise and focus on what’s important.

# Arctic Wolf Managed Risk Capabilities

## External Vulnerability Assessment

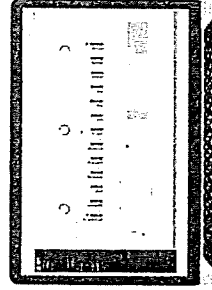
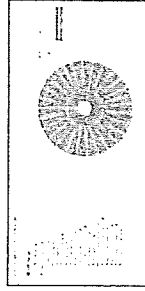
Continuously scans internet-facing assets to understand your company's digital footprint and quantify your business's risk exposure. Key features include:

- ▶ Continuous scanning of external-facing assets
- ▶ Proactive risk monitoring
- ▶ Account takeover risk detection
- ▶ OWASP top-10 scanning
- ▶ Automated sub-domain detection

## Quantify Your Cyber Risk Posture

A cloud-based dashboard provides visibility into continuous cyber risk assessment by incorporating all meaningful cyber risk indicators from your business. It identifies the highest-priority issues and alerts you to emerging risks before they escalate into real problems. It empowers you to take meaningful, efficient action to mitigate risk using these key features:

- ▶ Comprehensive risk profiling
- ▶ Informative user interface
- ▶ Proactive notifications and alerts
- ▶ Advanced threat data analysis
- ▶ Actionable reporting
- ▶ API integrations



## Internal Vulnerability Assessment

Continuously scans all of your internal IP-connected devices, while cataloging your core infrastructure, equipment/peripherals, workstations, Internet of things (IoT) devices, and personal (i.e., tablets) devices. Key features include:

- ▶ Continuous scanning of internal assets
- ▶ Proactive risk monitoring
- ▶ Dynamic asset identification and classification
- ▶ Stateless scanning and secure transfers

## Host-Based Vulnerability Assessment

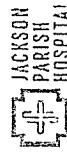
This capability extends visibility inside devices through continuous host-based monitoring to identify and categorize assets and reveal system misconfigurations, user behaviors, and vulnerabilities that put your organization at risk. Key features include:

- ▶ Endpoint agents for Windows Server/workstation, MacOS, and Linux distributions
- ▶ Proactive endpoint risk monitoring
- ▶ Audit reporting
- ▶ Security Controls Benchmarking

Figure 1. Actionable insights from the Managed Risk Dashboard

“Having a team to assess and manage vulnerabilities while monitoring our environment really helps us reduce our threat surface. We’ve made considerable progress in rebuilding integrity and trust in our IT systems, but risk never goes away and if we aren’t aware of it, we can’t work to mitigate it.”

— **Dr. Jason A. Thomas**, Chief Operating Officer and Chief Information Officer, Jackson Parish Hospital



©2020 Arctic Wolf Networks, Inc. All rights reserved. | Public



SOC2 Type II Certified

Contact Us

©2020 Arctic Wolf Networks, Inc. All rights reserved. Arctic Wolf Networks, AWIN and the Arctic Wolf Networks logo are trademarks of Arctic Wolf Networks, Inc. in the United States and/or other jurisdictions. Other names used in this document are for identification purposes only, and may be trademarks of their respective owners.



arcticwolf.com  
1.888.272.8429  
ask@arcticwolf.com

RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**A RESOLUTION APPOINTING KARLIS JACKSON TO THE PLANNING COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, Karlis Jackson, 506 Oregon Trail, has indicated a willingness to serve on the Planning Commission of the City of Monroe,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Karlis Jackson, be, and is hereby, appointed as a member of the Planning Commission of the City of Monroe for a five-year term, beginning July 2020 and ending July 2025.

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

**AYES:**

**NAYS:**

**ABSENT:**

**And the Resolution was declared ADOPTED on the 24<sup>th</sup> day of July 2020.**

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

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



BOARDS & COMMISSIONS

APPLICATION FOR APPOINTMENT TO THE CITY OF MONROE  
COMMISSION OR BOARD  
(Please Print)

Haris E. Jackson Name (First, MI, Last) 306 Oregon Trail, Monroe, LA 71202 Home Address

506 Oregon Trail, Monroe, LA 71202 Mailing Address N/A Home Telephone Number

318-387-0057 Work Telephone Number 318-789-0834 Cell Phone Number

HJackson112233@yahoo.com E mail Address District 4 City Council District

RealEstate Agent Occupation Glads Smith Realty Place of Employment

Which board or commission are you interested in?

Planning Commission  Heritage Preservation Commission  Board of Adjustment

Please list any qualifications or experience that you have that you feel would contribute to serving on a board or commission:

Licensed RealEstate Agent.

Louisiana Residential Contractor.

Certified Sustainable Neighborhood Developer.

[Signature] Applicant's Signature 10-28-2020 Date

Please fill out and mail to: Planning and Zoning Office  
City of Monroe  
P.O. Box 123  
Monroe, La 71210

**RESOLUTION**

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**A RESOLUTION REAPPOINTING JOTT DELCAMBRE TO THE PLANNING COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, Jott Delcambre, 1214 Stubbs Avenue, has indicated a willingness to continue serving on the Planning Commission of the City of Monroe,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that, be, and is hereby, reappointed as a member of the Monroe Planning Commission of the City of Monroe for a four-year term, beginning November 2020 and ending November 2024.

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

**AYES:**

**NAYS:**

**ABSENT:**

**And the Resolution was declared ADOPTED on the 24<sup>th</sup> day of November 2020.**

**CHAIRMAN**

**CITY CLERK**

# RESOLUTION

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**A RESOLUTION REAPPOINTING WILLIAM "COOKIE" COOKSTON TO THE HERITAGE PRESERVATION COMMISSION OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, William "Cookie" Cookston, 2217 Pargoud Boulevard, has indicated a willingness to continue serving on the Heritage Preservation Commission of the City of Monroe,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that, be, and is hereby, reappointed as a member of the Monroe Heritage Preservation Commission of the City of Monroe for a four-year term, beginning November 2020 and ending November 2024.

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

**AYES:**

**NAYS:**

**ABSENT:**

**And the Resolution was declared ADOPTED on the 24<sup>th</sup> day of November 2020.**

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

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



Planning and Zoning

**MEMORANDUM**

**TO:** Councilman Doug Harvey, Chairman  
**FROM:** Joanne C. Poret, AICP, Planning and Zoning Director  
**DATE:** November 12, 2020  
**RE:** Conditional Use Permit

**HOUSE OF WORSHIP:**

**Verbon Muhammad**  
**418 Winnsboro Road**

This major conditional use permit authorizes the use of the existing (418 Winnsboro Road) for worship and training youth and adults. The Comprehensive Zoning Ordinance allows a house of worship/church as a Major Conditional Use in the B-3, General Business/Commercial District. Major Conditional Uses are those uses that require two levels of approval, therefore this request comes before the City Council for their approval in addition to that of the Planning Commission.

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

**REVIEW CRITERIA:**

The Planning Commission and the City Council **shall consider** the following criteria in approving or denying a major or minor conditional use permit:

- a. The proposed major or minor conditional use permit is **consistent with the pertinent elements of the City of Monroe Comprehensive Plan** and any other adopted plans.
  - *Commercial Urban: Areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and include mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.*

- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.

***Effect of Denial***

The final denial of a major or minor conditional use permit application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

***Appeal***

A final decision by the City Council on a major conditional use permit may be appealed to the 4th Judicial District Court within thirty (30) days of the City Council's decision (See Section 37-130.B.4 Appeals).

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 4, 2020

CITY HALL

MONROE, LOUISIANA

**RE: CUP 107-20**

**APPLICANT: Verbon Muhammad**

**MOTIONED BY: Mr. Joff Delcambre**

**SECONDED BY: Mr. Jamin Hall**

I move that the Monroe Planning Commission advise the City Council that after a Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the above request to allow the use of 418 Winnsboro Road as a house of worship with the condition that the entity that is the church will not contest any existing liquor license at those locations that are within 300' of the church.

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

**City of Monroe  
Planning Commission**

**CASE NO.:** CUP 107-20  
**NAME OF APPLICANT:** Verbon Muhammad Sr.  
**ADDRESS OF PROPERTY:** 418 Wimsboro Road  
**COUNCIL DISTRICT:** 4

**REQUEST:** This is a request for a MAJOR Conditional Use Permit to utilize an existing structure for a house of worship.

**SIZE OF PROPERTY:** ±.56 acres

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

**PRESENT USE:** Vacant structure.

**MOST NEARLY BOUNDED BY (STREETS):** North of Burroughs Street; south of and fronting upon Wimsboro Road; west of Wilson Street; and east of Lock Drive.

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

**ADVERSE INFLUENCES:**  
**POSITIVE INFLUENCES:** Utilizing a vacant building and providing a service to the community

**COMPREHENSIVE PLAN:** The site is listed as Commercial Urban. This is a predominately commercial area with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and include large mixed-use developments, large retail and shopping centers, restaurants and entertainment establishments. This location is in a commercial area with access to arterial roads. There are no large retail shopping centers or entertainment establishment but is a mixture of uses and includes restaurants.

**COMMENTS/RECOMMENDATIONS:** The applicant would like to utilize a vacant building as a house of worship. The location will also be used as a training center for adults and youth.

The previous use of this location was a used car lot and before that it had been a church.

This is a major condition use. The request will go on to City Council for review.

**REVIEW CRITERIA:**

The Planning Commission and the City Council shall consider the following criteria in approving or denying a MAJOR or minor conditional use permit:

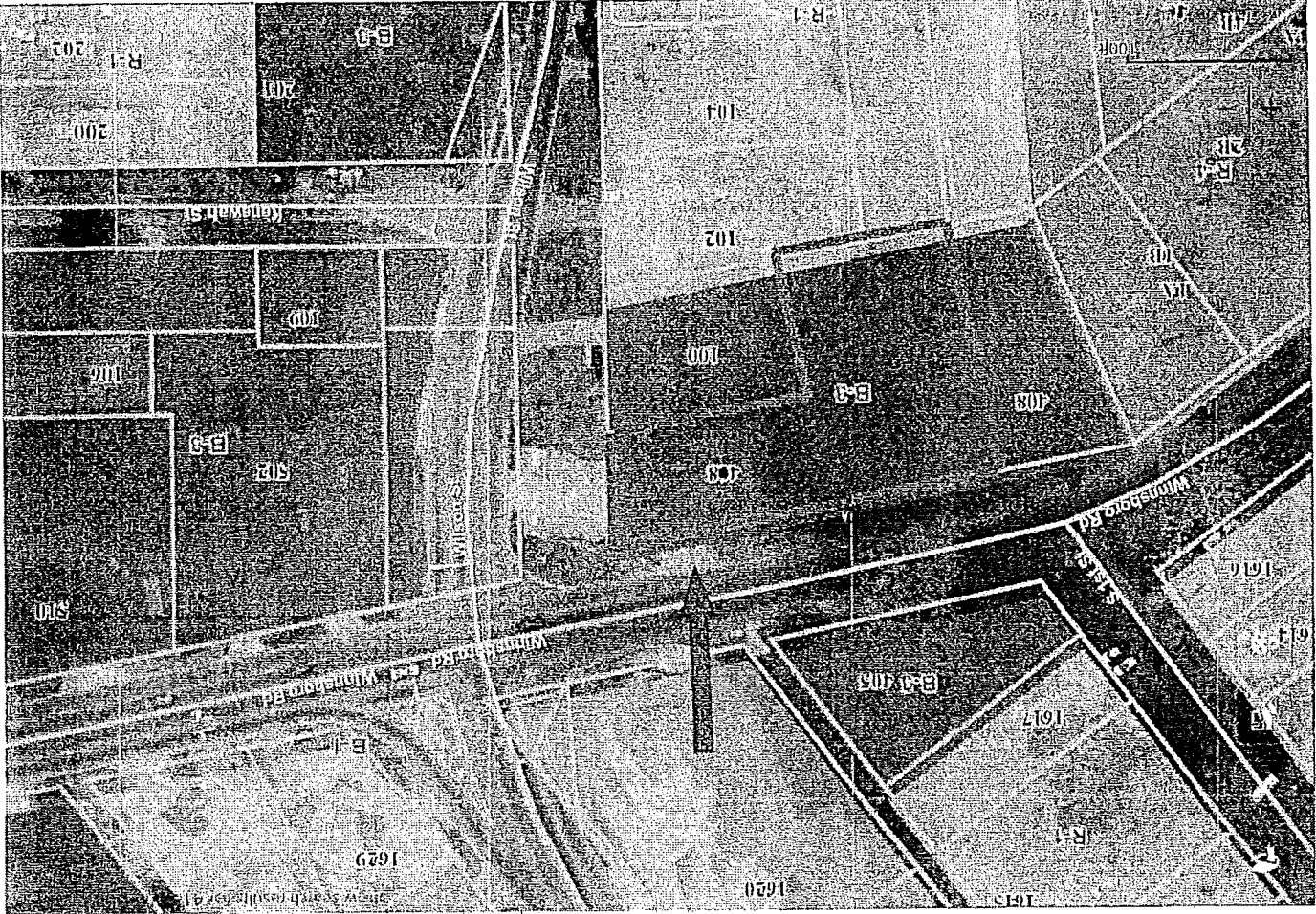
- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.  
- *Commercial Urban.*
- a. The proposed development meets the requirements of this Ordinance.
- b. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- c. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- d. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.

**OPTIONS:**

Approve the applicants' request as presented.

Approve the applicants' request with conditions.

Deny the applicant's request as presented.



Planning and Zoning

City of Monroe

418 Winniboro Rd, Monroe, LA, X

WAIVER OF DISTANCE REQUIREMENT FOR ALCOHOL PERMIT

Pursuant to La. R.S. 26:81(C)(1) and 26:281(C)(1), an alcohol permit shall not be granted for any premises situated within three hundred feet or less, as fixed by the ordinance, of a public playground, or a building used exclusively as a church or synagogue, public library, school, or full-time day care center, or correctional facility housing inmates, including but not limited to a halfway house. City of Monroe Code Section 4-24(a) also states that no alcohol permit shall be granted to and no alcoholic beverage business shall be conducted on any premises within three hundred (300) feet or less of a public playground or of a building used exclusively as a church or synagogue, public library, or school, as measured by ordinance.

Both state and local law permit an affected location to waive the distance requirements. Under La. R.S. 26:281(C)(2), a permit shall not be denied if the affected location waives opposition to the applicant's permit. Similarly, Monroe City Code Section 4-24(f) states that a "church, synagogue, or other place of worship may waive the distance requirement," and that such "waiver shall be irrevocable as long as the premises is used as a church, synagogue or other place of worship."

Pursuant to state and local law, the following entity and/or organization hereby irrevocably waives the distance requirements set forth in La. R.S. 26:281(C) and Monroe City Code Section 4-24(a):

Name of Organization/Entity: MONROE STUDY GROUP

Type of Organization/Entity: HOUSE OF WORSHIP

Address: 418 WINNSBORO ROAD, MONROE, LA 71202

This waiver is in favor of the following applicant for an alcohol permit, including its successors and assigns, and indicates that the above-named entity does not oppose the application or future applications:

Name of Organization/Entity: QUICK AND EASY #2

Type of Organization/Entity: RETAIL ESTABLISHMENT/CONVENIENCE STORE  
WITH ALCOHOL SALES

Address: 418 WINNSBORO ROAD, MONROE, LA 71202

This waiver and non-opposition is given this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and shall be immediately effective.

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title / Position

\_\_\_\_\_  
Printed Name

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO AN AGREEMENT WITH CREATELORE FOR PROFESSIONAL SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO:**

**WHEREAS**, the City desires to create positive, unifying associations for the people who live, work, and visit Monroe;

**WHEREAS**, branding campaigns are an incredibly powerful tool that can trigger a set of emotions that put a city in its best possible light and spark economic growth through tourism and business investment; and

**WHEREAS**, the City has determined it is in need of rebranding and desires to use CreateLore to be the Brand Consultant to assist the City with its rebranding efforts.

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

That the City of Monroe, through a designated City representative, is hereby authorized to enter into an agreement for services with CreateLore as outlined in the attached Monroe City Rebrand document.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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



# Monroe City Rebrand Proposal

As requested by Mayor Friday Ellis

## Context and Objectives

Today, brand permeates everything around us. Through myriad channels and touchpoints, there is constant competition to engage peoples' attention. Even a city is not exempt from this. People harbor beliefs about places, even if they have little or no firsthand experience with the place in question. The purpose of a new brand identity is to help correct or reinforce those ideas.

The new identity will work for the City of Monroe to create positive, unifying associations for the people who live, work, and visit here. Branding campaigns are an incredibly powerful tool that can trigger a set of emotions that put a city in its best possible light. They can capture imagination, instill pride and a sense of place among its people, and spark economic growth through tourism and business investment.

Given the overwhelming amount of work to be accomplished before the State of the City event in February, engaging a consultant with proven experience in brand strategy, design thinking, effective communications, and solutions/actionable item identification is not only critical - it is essential.

## The primary responsibilities of the Brand Consultant will be:

- Conduct Strategy/Discovery Sessions with Mayor, Transition Team Members, Council Members, & Community Members
- Consult with Mayor Ellis and Liaise with Transition Team Chair and Committee Chairs/Co-Chairs to Achieve Defined Outcomes
- Create Brand Design and Brand Package for Presentation to Mayor & Council
- Develop Branding Toolkit with Brand Assets Necessary for Implementing Across City Departments
- Propose Plan & Timeline for Adoption of Brand Guidelines Across Organization
- Consult with Communications Director and Mayor as needed



## Deliverables

Discovery Sessions (with Committees, Council Members, etc.)	Corporate Identity Program (Business Cards, Letterheads, Presentations, etc.)
Citizen Profiles	Email Signatures
Brand Strategy	Style Guide
Brand Architecture	Social Media Templates
Brand Mark	Vehicle Wraps
Logotype	Print Campaigns
Font System	Signage / Wayfinding
Official Pantone Color Palette	Environmental Installations
Taglines	Keynote Brand Presentation to Mayor, Communication Director, Council, et al.
Hashtags	Keynote Presentation of new brand at City Event in Feb
City Seals	

## Brand Asset Access

All digital brand assets will reside on a hyper-secure, password-protected cloud based platform maintained by the Brand Consultant, with access to users granted at the discretion of the Mayor's Office.

---

Prepared by Michael Jordan  
Brand Strategist and Consultant

1503 Forsythe Avenue  
Monroe, LA 71201

318.348.6700



### Timeline

The proposed timeline is December 01, 2020 - May 01, 2021. The following presents key items for which the brand consultant will be responsible:

By December 01, 2020: Planning and Discovery Session Calendar Approved by Mayor Ellis and Communications Director

By December 14, 2020: Conduct Discovery Sessions with Mayor's Office and all Cmte Chairs/Co-Chairs

December 15, 2020 - Jan 31, 2021: Create the City of Monroe Rebrand Package\*

By December 31, 2020: Submit City of Monroe BrandScape for approval

By February 01, 2021: Provide Final city of Monroe Rebrand Package to Mayor Ellis and City Council

February 02, 2021 - May 31, 2021: Work with Communications Director to ensure creation of all needed assets for implementation across the City of Monroe organization and platforms

\*The creation of the brand will be an interactive, collaborative process with Mayor Ellis, the Comm. Director, and City Council Chairs over the course of this period

### Fee Structure

Total Cost includes all work related to the City of Monroe Rebrand for six (6) months December 2020 - May 2021. The fee is totally inclusive and no other ancillary fees will be rendered.

Customer will invoice client the monthly fee of \$10,000 for all work relating to the City of Monroe Rebrand for six (6) months (December 01, 2020 - May 01, 2021). This results in the project total of \$60,000. Consultant will invoice client on the 23rd of each month for work in the prior month. For example, the first invoice will be sent to client on January 23 for work December 22 - January 22.

ITEM NAME	UNITS	RATE (USD)	TOTAL
Total Project Fee: December 01, 2020 - March 01, 2021	1.0	\$60,000.00	\$60,000.00

Prepared by Michael Jordan  
Brand Strategist and Consultant

1503 Forsythe Avenue  
Monroe, LA 71201

318.348.6700

# *lore*

MONROE CITY REBRAND PROPOSAL  
VALID FOR 30 DAYS

## Why Lore?

I get it: choosing the right partner to help you launch a project of this size and scope is difficult.

You want to work with a partner who is innovative and creative enough to bring a fresh perspective to the table, while working openly and collaboratively through the entire project.

You want to work with a partner who gains consensus among multiple stakeholders, while acting as an impartial advocate for your citizens, your goals, and the spirit of our shared mission.

While I get to work with the biggest companies on the planet, I am most proud of the work I've done here in Monroe. Just here at home, I have had the fortune of getting to rebrand Monroe institutions in athletics, education, health, and industry like the ULM Athletic program, Monroe City Schools, Delta Community College, Mid South Extrusion, and The Woman's Clinic.

I feel confident that my experience - along with my strategic orientation, attention to detail, and proven success leading diverse teams through empathy, gratitude, and design thinking - speaks for itself.

Bottom line: I am extremely excited for this incredible moment for the City of Monroe, and I'm ready to get to work!

**Thank you.**

---

Prepared by Michael Jordan  
Brand Strategist and Consultant

1503 Forsythe Avenue  
Monroe, LA 71201

318.348.6700

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE DIRECTOR OF ADMINISTRATION TO ACCEPT AND EXECUTE AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE TO ACCEPT FUNDING IN THE AMOUNT OF \$52,060.00 FOR THE PROJECT SAFE NEIGHBORHOOD PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO:**

WHEREAS, the City of Monroe has been awarded \$52,060.00 in funding under the Project Safe Neighborhood Program, which will assist MPD with the cost of overtime for police officers in high crime areas, equipment, and additional training;

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

That the Director of Administration, Stacey Rowell, is hereby authorized to execute any necessary documents related to the acceptance of the Project Safe Neighborhood grant.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

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

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF SEVEN CHEVROLET TAHOES FOR THE MONROE POLICE DEPARTMENT OFF OF STATE CONTRACT AND FURTHER PROVIDING WITH RESPECT THERETO:**

WHEREAS, the above-named equipment will be purchased off of State of Louisiana Contract Number 4400020203; and

WHEREAS, the seven (7) Chevrolet Tahoes will be utilized by the Monroe Police Department; and

WHEREAS, the total cost of the seven (7) Chevrolet Tahoes is \$244,363.73.

**NOW, THEREFORE BE IT RESOLVED** that Stacey Rowell, Director of Administration is authorized to enter into and sign all necessary documents to purchase the above-named equipment off State Contract No. 4400020203.

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

AYES:

NAYS:

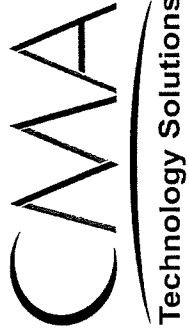
ABSENT:

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

2020.

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

\_\_\_\_\_  
CHAIRMAN



Jonathan Peyton (jpeyton@CMAontheweb.com)  
 8180 YMCA Plaza Drive  
 Baton Rouge, LA 70810  
 ph. (318) 561-4CMA / fx. (225) 761-3813

**QUOTE**

Date: 2020.10.20

**Customer Information:**

City of Monroe  
 12mo Managed Cybersecurity Services

Qty.	Model#	Description	Unit Price	Extended
600	AW-MDR-USER	Arctic Wolf MDR user license 125-3000	\$ 109.00	\$ 65,400.00
60	AW-MDR-SE	Arctic Wolf MDR server license	\$ 109.00	\$ 6,540.00
660	AW-MDR-90DAY	Arctic Wolf MDR Log Retention - 90 days	\$ -	\$ -
1	AW-MDR-2XX-S	Arctic Wolf 200 Series Sensor	\$ 2,149.00	\$ 2,149.00
600	AW-MDR-O365	Arctic Wolf MDR Office 365 user license	\$ 13.00	\$ 7,800.00
1	AW-MDR-OB	Arctic Wolf MDR Onboarding	\$ -	\$ -
1	AW-SHP	Arctic Wolf Sensor/Scanner Shipping	\$ 117.60	\$ 117.60
600	AW-MR-USER	Arctic Wolf Managed Risk user license 125-3000	\$ 59.00	\$ 35,400.00
60	AW-MR-SE	Arctic Wolf Managed Risk server license	\$ 59.00	\$ 3,540.00
1	AW-MR-OB	Arctic Wolf MDR Onboarding	\$ -	\$ -
** subscription term - 1/1/2021 - 12/31/2021 **				
LA Contract Number: 4400010663 (Carahsoft)				
NASPO Master Contract Number: AR2472				
Contract expiration: September 16, 2026				

Sub Total:	\$ 120,946.60
S&H:	
Tax:	
Total:*	\$ 120,946.60

**CMA - "We'll Get You There!"**

*\*All prices quoted good for 30 days only. Prices do not include sales taxes if applicable.*

Arctic Wolf Quote

**RESOLUTION**

STATE OF LOUISIANA

CITY OF MONROE

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

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF 100 SAFARILAND BOTHELL PD CARRIERS OFF OF THE LOUISIANA PROCUREMENT CONTRACT# 4400006361 AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, the Safariland Bothell PD Carriers/vests will be purchased off of State of Louisiana Contract Number 4400006361;

**WHEREAS**, the 100 Safariland Bothell PD Carriers will be utilized by the Monroe Police Department; and

**WHEREAS**, the total cost of the 100 Safariland Bothell PD Carriers is \$28,750.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA** that the Director of Administration is hereby authorized to execute the necessary paperwork for the purchase of 100 Safariland Bothell PD Carriers off of the Louisiana Procurement Contract # 4400006361 for the amount of \$28,750.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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



Safariland Bothell PD Carrier (DN6565)

Picture of vest style on Page 2

Safariland Bothell PD Carrier (1303518-BC)	100 x \$210 = \$21,000
Police ID Patch (1223589-PL)	100 x \$6 = \$600
Protech TP12 37/40 MM Pouch (Light Holder) (1219671-TP12)	100 x \$12 = \$1,200
Protech TP13 Aerosol Pouch (1219671-TP13)	100 x \$12 = \$1,200
Protech TP17A Double Handcuff Pouch (1219671-TP17A)	100 x \$15 = \$1,500
Protech TP21A Radio Pouch w/Bungee (1219671-TP21A)	100 x \$21 = \$2,100
Name Velcro 1"x5" Tag	100 x \$8.00 = \$800
Velcro Badge	100 x \$3.50 = \$350
\$28,750	

\*\*All items except the Name Velcro 1"x5" Tag and Velcro Badge are on Safariland State Contract #4400006361, T-Number 92291, till December 31st, 2020\*\*



RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND MCLEMORE SERVICE CONTRACTORS, LLC, FOR THE CALYPSO STREET WATERLINE RUPTURE REPAIRS PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and McLemore Service Contractors, LLC, for the Calypso Street Waterline Rupture Repairs Project, be and at the same time is hereby accepted as substantially complete.

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

**BE IT FURTHER RESOLVED** that a City of Monroe authorized representative, be and is authorized and empowered to execute a certificate of substantial completion with McLemore Service Contractors, LLC, on behalf of the City of Monroe for said work.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Calypso Street Waterline Rupture Repairs  
ENGINEER'S PROJECT NO. L & A, Inc. Project No. 16E057.34  
OWNER: City of Monroe  
CONTRACTOR: McLemore Service Contractors, LLC  
CONTRACT DATE: May 29, 2020  
DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: November 17, 2020

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

All work.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER on November 17, 2020 and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

November 17, 2020  
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

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

The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.

Executed by ENGINEER on November 17, 2020

Lazenby & Associates, Inc.  
ENGINEER

By:   
James S. Ellingburg, P.E.

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

McLemore Service Contractors, LLC  
CONTRACTOR

By: Charles McLemore

The OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_, 2020.  
Date

City of Monroe  
OWNER

By: Stacy Rowell, Director of Administration

**FINAL INSPECTION "PUNCH LIST"**

Calypso Street Waterline Rupture Repairs  
City of Monroe, Louisiana  
L & A, Inc. Project No. 16E057.34  
November 17, 2020

Remaining items to be completed:

1. Provide as-built markups to the Engineer. (\$2,000)
2. Install striping (\$7,200)
3. Add dirt to the back of curb in the southeast corner of the intersection. (\$200)

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 BASE BID OF \_\_\_\_\_, IN THE AMOUNT \$ \_\_\_\_\_, FOR THE GUARDRAIL REPLACEMENT PROJECT, AND FURTHER AUTHORIZING AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.**

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that the base bid of \_\_\_\_\_, in the amount of \$ \_\_\_\_\_, for the Guardrail Replacement Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received.

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

**BE IT FURTHER RESOLVED** that an authorized city representative, be and is authorized and empowered to execute a contract with \_\_\_\_\_, on behalf of the City of Monroe for said work.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

A RESOLUTION AUTHORIZING AN AUTHORIZED CITY REPRESENTATIVE, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE TOWER AT BIENVILLE INTERSECTION IMPROVEMENTS CONTRACT, BETWEEN THE CITY OF MONROE AND PATRICK ELECTRIC SERVICE, LLC, FOR A DECREASE IN THE CONTRACT AMOUNT OF \$2,000.00 DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that an authorized city representative, be and is hereby authorized to execute Change Order No. One (1) between the City of Monroe and Patrick Electric, LLC, for a decrease in the contract about of \$2,000.00.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

**CHANGE ORDER**

**PROJECT:** TOWER AT BIENVILLE INTERSECTION IMPROVEMENTS      No. 1      DATE OF ISSUANCE: November 24, 2020

**OWNER:** City of Monroe  
(Name, P.O. Box 123  
Address) Monroe, LA 71201

**CONTRACTOR:** Patrick Electric Service, LLC  
(Name, 320 North 5th Street  
Address) Monroe, LA 71201

**OWNERS Project No.** N/A

**ENGINEER:** Lazenby & Associates, Inc.  
2000 North 7th Street  
West Monroe, LA 71291

**CONTRACT FOR:** Tower at Bienville Intersection Improvements

**ENGINEER'S Project No.** 16E057.19

**You are directed to make the following changes in the Contract Documents:**

**Description:** This change order adds and adjusts certain pay items to account for changes made in the field due to conflicting utilities and other unforeseen field conditions.

**Purpose of Change Order:** This change order adds and adjusts certain pay items to account for changes made in the field due to conflicting utilities and other unforeseen field conditions.

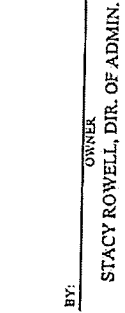
**Attachments:** Revised items, quantities and cost.

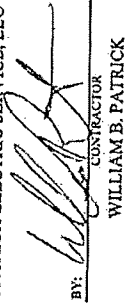
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$160,440.00	Original Contract Time: (days or date) 30 days
Previous Change Orders No. _ to No. \$0.00	Net change from previous Change Orders 0 days
Contract Price prior to this Change Order: \$160,440.00	Contract Time prior to this Change Order: (days or date) 30 days
Net Increase (Decrease) of this Change Order (\$2,000.00)	Net Increase (Decrease) of this Change Order: (days)
Contract Price with all approved Change Orders \$158,440.00	Contract Time with all approved Change Orders 30 days
	days or date

RECOMMENDED  
LAZENBY & ASSOCIATES, INC.

APPROVED  
CITY OF MONROE

BY:   
ENGINEER  
JAMES S. ELLINGBORG P.E.

BY:   
OWNER  
STACY ROWELL, DIR. OF ADMIN.

APPROVED  
PATRICK ELECTRIC SERVICE, LLC  
BY:   
CONTRACTOR  
WILLIAM B. PATRICK



TOWER AT BIENVILLE INTERSECTION IMPROVEMENTS

CHANGE ORDER NO. 1

L&A, INC. PROJECT NO. 16E057.19

Item No.	Item Description	Unit Price	Units	Quantity Prior to This Change Order	Revised Quantity	Amount Over/Under
713-01-00100	Temporary Signs and Barricades	\$8,500.00	Lump Sum	100%	100%	\$0.00
727-01-00100	Mobilization	\$7,500.00	Lump Sum	100%	100%	\$0.00
729-01-00100	Sign (Type A)	\$50.00	Sq. Ft.	31.5	31.5	\$0.00
729-21-00100	U-Channel Post	\$100.00	Each	1	1	\$0.00
731-02-0100	ReflectORIZED Raised Pavement Markers	\$7.50	Each	48	48	\$0.00
732-02-02000	Plastic Pavement Strip (Solid Line) (4" W) (Thermo 90 mil)	\$0.95	Lin. Ft.	2,600	2,600	\$0.00
732-02-02040	Plastic Pavement Strip (Solid Line) (6" W) (Thermo 90 mil)	\$3.80	Lin. Ft.	300	300	\$0.00
732-02-02080	Plastic Pavement Strip (Solid Line) (24" W) (Thermo 90 mil)	\$13.50	Lin. Ft.	110	110	\$0.00
732-03-0200	Plastic Pavement Strip (Brkn Line) (4" W) (Thermo 90 mil)	\$0.95	Lin. Ft.	800	800	\$0.00
732-04-01080	Plastic Pavement Legends & Symbols (Arrow-Left Turn)	\$380.00	Each	6	6	\$0.00
732-04-15020	Plastic Pavement Legends & Symbols (ONLY)	\$500.00	Each	3	3	\$0.00
732-05-00100	Removal of Existing Markings	\$8,100.00	Mile	0.2	0.2	\$0.00
736-01-00100	Trenching and Backfilling	\$5.00	Lin. Ft.	50	50	\$0.00
736-03-00100	Jacking or Boring for Conduit	\$21.00	Lin. Ft.	150	150	(\$2,100.00)
736-04-10250	Signal Pole (Single Mast Arm, 25 ft)	\$9,700.00	Each	2	1	(\$9,700.00)
736-04-10400	Signal Pole (Single Mast Arm, 40 ft)	\$12,000.00	Each	2	0	(\$24,000.00)
736-05-30000	Signal Heads (3 Section, 12 Inch Led Lens, R, Y, G)	\$925.00	Each	8	8	\$0.00
736-05-31001	Signal Heads (3 Section, 12 Inch Led Lens, LT.R, LT.Y, LT.G)	\$925.00	Each	1	1	\$0.00
736-05-31200	Signal Heads (3 Sec, 12 inch Led Lens, LT.R, LT.Y, FLT.Y)	\$925.00	Each	1	1	\$0.00
736-05-41200	Signal Heads (4 Sec, 12 inch Led Lens, LT.R, LT.Y, FLT.Y, LT.G)	\$1,225.00	Each	1	1	\$0.00
736-06-00100	Signal Service	\$500.00	Each	1	1	\$0.00
736-08-00102	Signal Controller (980 ATC, Type 2) (Furnish & Install)	\$1,800.00	Each	1	1	\$0.00
736-10-00300	Underground Junction Box (Type F)	\$750.00	Each	4	3	(\$750.00)
736-10-00400	Underground Junction Box (Type G)	\$1,500.00	Each	1	1	\$0.00
736-11-00200	Conduit (2" HDPE, Schedule 80)	\$4.00	Lin. Ft.	50	50	\$0.00
736-11-00300	Conduit (3" HDPE, Schedule 80)	\$6.50	Lin. Ft.	250	250	\$0.00
736-12-03006	Conductor (3c, 6 gauge/#6 awg)	\$4.50	Lin. Ft.	50	50	\$0.00
736-12-06014	Conductor (6c, #14 awg)	\$2.00	Lin. Ft.	250	250	\$0.00
736-12-10014	Conductor (10c, #14 awg)	\$3.00	Lin. Ft.	900	900	\$0.00
736-15-02600	Signal Support (Foundation, 26 inch Minimum Diameter)	\$3,500.00	Each	4	3	(\$3,500.00)
736-17-00000	Video Detection Cabinet Components	\$11,750.00	Each	1	1	\$0.00
736-18-00000	Video Detection Camera	\$2,100.00	Each	4	4	\$0.00
736-19-00000	Video Camera Cable	\$2.50	Lin. Ft.	550	550	\$0.00

TOWER AT BIENVILLE INTERSECTION IMPROVEMENTS

CHANGE ORDER NO. 1

L&A, INC. PROJECT NO. 16E057.19

Item No.	Item Description	Unit Price	Units	Quantity Change Prior to This Order	Revised Quantity	Over/Under Amount
NS-736-00001	GPS	\$500.00	Each	1	1	\$0.00
NS-736-00131	TS-2 Traffic Signal Cabinet (Pole Mounted)	\$18,000.00	Each	1	0	(\$18,000.00)
736-04-10450	Signal Pole (Single Mast Arm, 45 ft)	\$12,950.00	Each	0	1	\$12,950.00
736-04-24540	Signal Pole (Dual Mast Arm, 45ft-Arm 1, 40ft-Arm 2)	\$19,000.00	Each	0	1	\$19,100.00
NS-736-00130	TS-2 Traffic Signal Cabinet (Ground Mounted)	\$24,000.00	Each	0	1	\$24,000.00

(\$2,000.00)

REVISIED CONTRACT AMOUNT:

\$158,440.00

TOTAL OF PREVIOUS CHANGE ORDERS:  
NET INCREASE (DECREASE) THIS CHANGE ORDER:

\$160,440.00  
\$0.00  
(\$2,000.00)

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO ENTER INTO AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S. E. HUEY COMPANY, TO PROVIDE ENGINEERING SERVICES FOR THE ENHANCEMENT PROJECT ON JACKSON STREET S.P.N. – H.007530 AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Friday Ellis, Mayor, be and he is hereby authorized to enter into and execute a professional services agreement with S. E. Huey Company to provide engineering services for the Enhancement Project on Jackson Street S.P.N. – H.007530.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

CONTRACT FOR ENGINEERING SERVICES  
JACKSON STREET CORRIDOR ENHANCEMENT PROJECT  
(LaDOTD TRANSPORTATION ENHANCEMENT PROGRAM)

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF MONROE, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, the OWNER proposes to undertake a project known as the "JACKSON STREET CORRIDOR ENHANCEMENT PROJECT"; and

WHEREAS, the OWNER desires to engage ENGINEERS to make surveys, design and prepare constructions plans and specifications; and

WHEREAS, the ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all engineering and surveying services necessary for the performance of the items of work for the project, as more fully provided below.

SCOPE OF PROJECT

The project, as covered by this contract, shall consist of the installation of new ADA compliant sidewalks and drives and pedestrian lighting along both sides of Jackson Street, from DeSiard Street to Plum Street in Monroe, Louisiana.

SCOPE OF SERVICES

The services to be performed by the ENGINEERS are as follows:

1. Prepare new grant application for additional construction funding through DOTD's Transportation Alternatives Program.
2. Topographic survey, as required for design.
3. Establishment of existing right-of-way for plan production.
4. Preparation of the construction bid package and cost estimates in conformance with applicable DOTD requirements.
5. Coordination with utility companies for utility relocations as required.
6. Coordination with appropriate permitting agencies for required permitting.
7. Assist in conducting the preconstruction conference.
8. Assist in plan interpretation during construction phase.
9. Assist in conducting final inspection for project close-out.

EXCLUSIONS

This contract does not include any work associated with acquisition of real property and property rights if required for this project.

Also, this contract does not include construction engineering and inspection, which includes the documentation of daily work and implementing data into the DOTD project management system.

#### CONTRACT TIME

The work shall proceed expeditiously such that any target dates imposed by the DOTD Transportation Enhancement Program pertaining to this project shall be met.

#### COMPENSATION

The OWNER shall pay, and the ENGINEERS agree to accept, in full compensation for the engineering services to be performed under this contract:

- A. BASIC SERVICES: The fee for Basic Services shall be \$161,300.00.
- B. RESIDENT PROJECT REPRESENTATIVE: Not included.
- C. TOPOGRAPHIC SURVEYING: The fee for topographic surveying shall be \$24,000.00.
- D. BOUNDARY SURVEYING: Boundary surveys, including legal descriptions, right-of-way/easement and plats are extra-scope and shall be paid per hourly rates established on Exhibit "A".
- E. ADDITIONAL SERVICES: Exhibit "A" shall be the basis for any additional Engineering and Surveying services required or requested by OWNER beyond those services to be provided under this Contract.
- F. SPECIAL SERVICES: All specialized consultant or laboratory fees shall be 100% reimbursable.

#### PAYMENT SCHEDULE

The foregoing fees for the Basic Services shall be paid to the ENGINEERS per invoice. Invoice will be prepared monthly based on the percentage of the fee expended for the engineering services completed to that billing date.

Specialized consultant or laboratory fees will be invoiced monthly based on consultants' invoice to the ENGINEERS. An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

#### DELAYS AND EXTENSIONS

The ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies.

#### TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEERS have been made; but this contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By the OWNER as a consequence of the failure of the ENGINEERS to comply with the terms, progress or quality of work in a satisfactory

manner, as determined in the discretion of the OWNER, proper allowance being made for circumstances beyond the control of the ENGINEERS, or if for any other reason the OWNER shall determine it does not wish to continue with the project at this time.

- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 4) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspensions, payment shall be made to ENGINEERS for services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement the ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over the ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:

S. E. HUEY CO.

\_\_\_\_\_

BY:

\_\_\_\_\_

Brad Anzalone, P.E.

\_\_\_\_\_

DATE:

\_\_\_\_\_

WITNESSES:

CITY OF MONROE

\_\_\_\_\_

BY:

\_\_\_\_\_

Mayor Friday Ellis

\_\_\_\_\_

DATE:

\_\_\_\_\_

**EXHIBIT "A"**

**SCHEDULE OF INVOICING RATES**

CLASSIFICATION	INVOICING RATE PER MAN HOUR	
	MIN.	MAX.

1. Engineering Services

A. Principals – Design, Consultation & Reports	\$125.00	\$140.00
B. Senior Staff Engineers & Architects	\$125.00	\$140.00
C. Design Engineers	\$78.00	\$100.00

2. Designer Services

A. Senior Designers	\$98.00	\$105.00
B. Computer Aided Design/ Drafting	\$63.00	\$ 85.00

3. Clerical

	\$47.00	\$ 60.00
--	---------	----------

For the above classifications (1-3), charges for billing purposes will be computed on the basis of salary cost times 2.00. Salary cost includes direct actual salary rate plus payroll insurance and taxes plus fringe benefits. For purposes of this agreement, payroll insurance and taxes plus fringe benefits amount to 50% of the direct actual salary paid each employee.

Time in excess of 44 hours in a week worked at the Owner's request will be billed at 125% of the regular rate.

4. Survey Rates

Registered Land Surveyor per hour	\$125.00
Survey Party of 2 Men per hour	\$110.00
Survey Party of 3 Men per hour	\$130.00
Survey Party of 4 Men per hour	\$150.00

5. Other Costs

Any outside consultation costs authorized in advance will be billed at actual cost 5%. Mileage will be charged at \$0.51/mile. (This does not apply to survey crews where transportation is included.) Long distance telephone calls, copies, and printing will be provided at no additional cost. Special printing or other services provided by outside suppliers will be invoiced to the Owner at Huey's cost. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO ENTER INTO AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S. E. HUEY COMPANY, TO PROVIDE ENGINEERING SERVICES FOR THE ENHANCEMENT PROJECT ON WINNSBORO ROAD S.P.N. – H.007531 AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Friday Ellis, Mayor, be and he is hereby authorized to enter into and execute a professional services agreement with S. E. Huey Company to provide engineering services for the Enhancement Project on Winnsboro Rd S.P.N. – H.007531.

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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



CONTRACT FOR ENGINEERING SERVICES  
LA 15 (WINNSBORO ROAD) STREETSCAPE PROJECT  
(LaDOTD TRANSPORTATION ENHANCEMENT PROGRAM)

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF MONROE, hereinafter referred to as "OWNER" and S. E. Huey Co., Monroe, Louisiana, hereinafter referred to as "ENGINEERS".

WHEREAS, the OWNER proposes to undertake a project known as the "LA 15 (WINNSBORO ROAD) STREETSCAPE"; and

WHEREAS, the OWNER desires to engage ENGINEERS to make surveys, design and prepare constructions plans and specifications; and

WHEREAS, the ENGINEERS are agreeable to undertaking the engineering, surveying and related services under conditions and for fees set forth in this contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The OWNER hereby employs and retains the ENGINEERS, and ENGINEERS agree to provide all engineering and surveying services necessary for the performance of the items of work for the project, as more fully provided below.

SCOPE OF PROJECT

The project, as covered by this contract, shall consist of the installation of new ADA compliant sidewalks and drives and pedestrian lighting along both sides of Winnsboro Road (Hwy 15), from Hadley Street to South Second Street in Monroe, Louisiana.

SCOPE OF SERVICES

The services to be performed by the ENGINEERS are as follows:

1. Prepare new grant application for additional construction funding through DOTD's Transportation Alternatives Program.
2. Topographic survey, as required for design.
3. Establishment of existing right-of-way for plan production.
4. Preparation of the construction bid package and cost estimates in conformance with applicable DOTD requirements.
5. Coordination with utility companies for utility relocations as required.
6. Coordination with appropriate permitting agencies for required permitting.
7. Assist in conducting the preconstruction conference.
8. Assist in plan interpretation during construction phase.
9. Assist in conducting final inspection for project close-out.

EXCLUSIONS

This contract does not include any work associated with acquisition of real property and property rights if required for this project.

Also, this contract does not include construction engineering and inspection, which includes the documentation of daily work and implementing data into the DOTD project management system.

CONTRACT TIME

The work shall proceed expeditiously such that any target dates imposed by the DOTD Transportation Enhancement Program pertaining to this project shall be met.

COMPENSATION

The OWNER shall pay, and the ENGINEERS agree to accept, in full compensation for the engineering services to be performed under this contract:

- A. BASIC SERVICES: The fee for Basic Services shall be \$122,500.00.
- B. RESIDENT PROJECT REPRESENTATIVE: Not included.
- C. TOPOGRAPHIC SURVEYING: The fee for topographic surveying shall be \$19,750.00.
- D. BOUNDARY SURVEYING: Boundary surveys, including legal descriptions, right-of-way/easement and plats are extra-scope and shall be paid per hourly rates established on Exhibit "A".
- E. ADDITIONAL SERVICES: Exhibit "A" shall be the basis for any additional Engineering and Surveying services required or requested by OWNER beyond those services to be provided under this Contract.
- F. SPECIAL SERVICES: All specialized consultant or laboratory fees shall be 100% reimbursable.

PAYMENT SCHEDULE

The foregoing fees for the Basic Services shall be paid to the ENGINEERS per invoice. Invoice will be prepared monthly based on the percentage of the fee expended for the engineering services completed to that billing date.

Specialized consultant or laboratory fees will be invoiced monthly based on consultants' invoice to the ENGINEERS. An invoice will be rendered monthly and shall be due and payable within 30 days following the date rendered.

DELAYS AND EXTENSIONS

The ENGINEERS will be given credit and extension of time for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies.

TERMINATION OR SUSPENSION

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEERS have been made; but this contract may be terminated under any or all of the following conditions:

- 1) By mutual agreement and consent of the parties hereto.
- 2) By the OWNER as a consequence of the failure of the ENGINEERS to comply with the terms, progress or quality of work in a satisfactory

manner, as determined in the discretion of the OWNER, proper allowance being made for circumstances beyond the control of the ENGINEERS, or if for any other reason the OWNER shall determine it does not wish to continue with the project at this time.

- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- 4) By satisfactory completion of all services and obligations described herein.

In the event of termination or suspensions, payment shall be made to ENGINEERS for services provided prior to termination or suspension.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement the ENGINEERS shall comply with the applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a Governmental Agency exercising jurisdiction over the ENGINEERS' employment practices, or which are otherwise applicable to services rendered in conjunction with this project.

SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

WITNESSES:

S. E. HUEY CO.

\_\_\_\_\_

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

Brad Anzalone, P.E.

\_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSES:

CITY OF MONROE

\_\_\_\_\_

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

Mayor Friday Ellis

\_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**  
**SCHEDULE OF INVOICING RATES**

CLASSIFICATION	MIN.	MAX.
----------------	------	------

INVOICING RATE  
PER MAN HOUR

1. Engineering Services		
A. Principals – Design, Consultation & Reports	\$125.00	\$140.00
B. Senior Staff Engineers & Architects	\$125.00	\$140.00
C. Design Engineers	\$78.00	\$100.00
2. Designer Services		
A. Senior Designers	\$98.00	\$105.00
B. Computer Aided Design/ Drafting	\$63.00	\$ 85.00
3. Clerical	\$47.00	\$ 60.00

For the above classifications (1-3), charges for billing purposes will be computed on the basis of salary cost times 2.00. Salary cost includes direct actual salary rate plus payroll insurance and taxes plus fringe benefits. For purposes of this agreement, payroll insurance and taxes plus fringe benefits amount to 50% of the direct actual salary paid each employee.  
Time in excess of 44 hours in a week worked at the Owner's request will be billed at 125% of the regular rate.

4. Survey Rates		
Registered Land Surveyor per hour	\$125.00	
Survey Party of 2 Men per hour	\$110.00	
Survey Party of 3 Men per hour	\$130.00	
Survey Party of 4 Men per hour	\$150.00	

5. Other Costs

Any outside consultation costs authorized in advance will be billed at actual cost 5%. Mileage will be charged at \$0.51/mile. (This does not apply to survey crews where transportation is included.) Long distance telephone calls, copies, and printing will be provided at no additional cost. Special printing or other services provided by outside suppliers will be invoiced to the Owner at Huey's cost. Travel, living, and out-of-pocket expenses for authorized out-of-town trips will be billed at actual cost.

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO EXECUTE AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR STATE PROJECT NO. H.014348 LEE AVENUE: JACKSON ST - STANDIFER AVE PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, funds have been appropriated from the Highway Trust Fund to finance improvement projects under the direct administration of DOTD under State Project No. H.014348 and Federal Aid Project No. H014348; and

**WHEREAS**, the City of Monroe has requested an appropriation to finance a portion of the project as described herein; and.

**WHEREAS**, the City of Monroe is agreeable to the implementation of the Project and desires to cooperate with DOTD as hereinafter provided; and

**NOW, THEREFORE, BE IT RESOLVED**, that the entity, City of Monroe, through Mayor Friday Ellis is hereby authorized to enter into the attached Entity/State Agreement for the State Project No. H.014348 and Federal Aid Project No. H014348 and Friday Ellis, Mayor is hereby authorized to sign all necessary documents to carry out the intent of this agreement.

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.014348  
FEDERAL AID PROJECT NO. H014348  
LEE AVENUE; JACKSON ST – STANDIFER AVE  
OUACHITA PARISH**

**THIS AGREEMENT**, is made and executed in two originals on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as “**DOTD**,” and the **City of Monroe**, a political subdivision of the State of Louisiana, hereinafter referred to as “**Entity**”.

**WITNESSETH:** That;

**WHEREAS**, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

**WHEREAS**, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

**WHEREAS**, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

**WHEREAS**, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

**WHEREAS**, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

**WHEREAS**, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

**WHEREAS**, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

Revised 10/06/2020

Entity/State Agreement  
S.P. No. H.014348  
F.A.P. No. H014348  
Lee Avenue: Jackson St – Standifer Ave  
Ouachita Parish  
Page 2 of 22

**NOW, THEREFORE**, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

#### **ARTICLE I: PROJECT DESCRIPTION**

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to mill, patch and overlay Lee Ave. from Jackson St. to Standifer Ave., in Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.014348 and Federal Project No. H014348**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

<b>Responsibility Table Roadway Control Section 000-37</b>			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	If PCE, DOTD may prepare the environmental document
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Services	Yes	No	
Acquisition and Relocation	Yes	No	
Permits	Yes	No	
Utility (Clearance/Permits/Relocation)	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

**ARTICLE II: FUNDING**

Except for services hereinafter specifically listed to be furnished solely at DOTD’s expense or solely at the Entity’s expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as “FHWA,” contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.



<b>Funding Table<sup>1</sup></b>			
<b>Roadway Control Section 000-37</b>			
Method of Payment	Disbursement		
	Percentage Funded By Entity <sup>2</sup>	Percentage Funded By DOTD <sup>3,4</sup>	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Services	100%	0%	
Acquisition and Relocation	100%	0%	
Utility (Clearance/Permits/Relocation) <sup>5</sup>	100%	0%	
Construction	20%	80%	80% Federal, 0% State
Construction Engineering and Inspection	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

<sup>1</sup>Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

<sup>2</sup>If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting. If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the Entity prior to any preconstruction contract action or construction letting.

<sup>3</sup>When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.

<sup>4</sup>DOTD portion shall be funded by Federal Funds

<sup>5</sup>Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages the contract for an off-system (locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on the most current federally-

approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request, in writing from the DOTD Project Manager, an exemption from the obligation to pay a share of DOI'D's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraph, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOI'D. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOI'D shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOI'D that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOI'D will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOI'D Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOI'D, Entity shall provide proof to DOI'D of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOI'D with a copy of the cancelled check, in accordance with DOI'D's standards and methods. Upon receipt of each invoice, DOI'D will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOI'D's Audit Section. Before final payment is recommended by DOI'D, all supporting documentation shall conform to DOI'D policies and procedures. The Entity shall submit all final billings

for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

### **ARTICLE III: PROJECT RESPONSIBLE CHARGE**

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.

- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

#### **ARTICLE IV: PERIOD OF PERFORMANCE**

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

#### **ARTICLE V: CONSULTANT SELECTION**

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

**Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.**

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the

Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

#### **ARTICLE VI: ENVIRONMENTAL PROCESS**

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase I: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase I, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

#### **ARTICLE VII: PRE-CONSTRUCTION ENGINEERING**

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the

Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (<http://www.sp.dotd.la.gov/Inside-LaDOTD/Divisions/Administration/LPA/Pages/default.aspx>).

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

#### **ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION**

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the “Location & Survey Manual.”

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

#### **ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY**

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

#### **ARTICLE X: PERMITS**

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.



#### **ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION**

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

#### **ARTICLE XII: BIDS FOR CONSTRUCTION**

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity

will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

### **ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION**

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.

2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

#### **ARTICLE XIV: SUBCONTRACTING**

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

#### **ARTICLE XV: DBE REQUIREMENTS**

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts” are adhered to for the duration

of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor's responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

#### **ARTICLE XVI: DIRECT AND INDIRECT COSTS**

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

#### **ARTICLE XVII: RECORD RETENTION**

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

#### **ARTICLE XVIII: CANCELLATION**

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids,

provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.

3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
  - (1) Project for acquisition of rights-of-way. In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.
  - (2) Preliminary engineering project. In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.
6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

#### **ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS**

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended;

and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

#### **ARTICLE XX: INDEMNIFICATION**

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

#### **ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE**

##### **Construction– DOTD**

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.



If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

#### **Construction– Entity**

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the

courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

#### **ARTICLE XXII: HOUSE BILL 1 COMPLIANCE**

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

#### **ARTICLE XXIII: COMPLIANCE WITH LAWS**

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

#### **ARTICLE XXIV: VENUE**

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

Entity/State Agreement  
S.P. No. H014348  
F.A.P. No. H014348  
Lee Avenue, Jackson St – Standifer Ave  
Ouachita Parish  
Page 22 of 22

**IN WITNESS THEREOF**, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**CITY OF MONROE**

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

\_\_\_\_\_  
Friday Ellis  
Typed or Printed Name

\_\_\_\_\_  
Mayor  
Title

72-6000903  
Taxpayer Identification Number

\_\_\_\_\_  
DUNS Number  
20.205  
CFDA Number

**WITNESSES:**

**STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

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

**RECOMMENDED FOR APPROVAL:**

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

RESOLUTION

STATE OF LOUISIANA

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

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR, TO SIGN AND APPROVE SUBMITTAL OF A DESIGN WAIVER REQUEST FOR THE STATE PROJECT NO. H.011895 CITY OF MONROE GUARDRAIL INSTALLATION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that Friday Ellis, Mayor, be and he is hereby authorized to sign and approve the submittal of a design waiver request for the S.P.N - H.011895 City of Monroe Guardrail Installation.

**BE IT RESOLVED** a copy of the design waiver request is attached to this resolution.

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

**AYES:**

**NAYS:**

**ABSENT:**

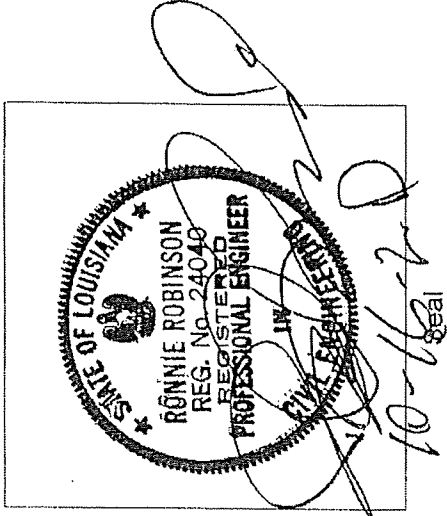
And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Project Description

Project No.: H.011895  
 Control Sec.: N/A  
 Project Name: City of Monroe Guardrail Installation  
 Route: Grammont Street & Booth Street  
 Parish: Ouachita



Description of Work: Placement of guardrail, drainage pipe, signing and related work on Grammont Street and Booth Street. The length of guardrail at Grammont Street and Booth Street is approximately 330 linear feet and 300 linear feet respectively. Both streets are owned by the City of Monroe and are not part of the LA DOTD system. The most recent ADT of 2009 for Grammont Street and Booth Street is 842 and 1,329 respectively. The posted speed limit in both locations is 25 MPH.

Provide supporting documentation/exhibits for the request. Exhibits should include title sheet and other plan sheets affected by the design waiver (i.e., typical sections, geometric details, plan/profile sheets). Additional documentation should include correspondence from other sections, agencies, etc., as well as site photos.

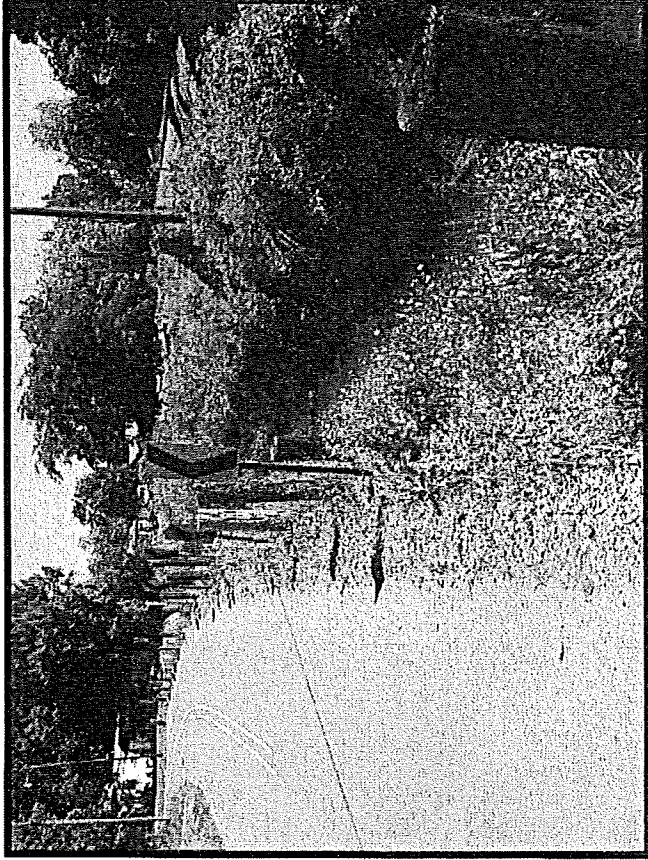
General Information

1. Reason for waiver
  - EDSM
  - MANUAL
  - OTHER (        )
  
2. Provide a synopsis of the scope of the project, the situation you are encountering and the problem you are attempting to mitigate.

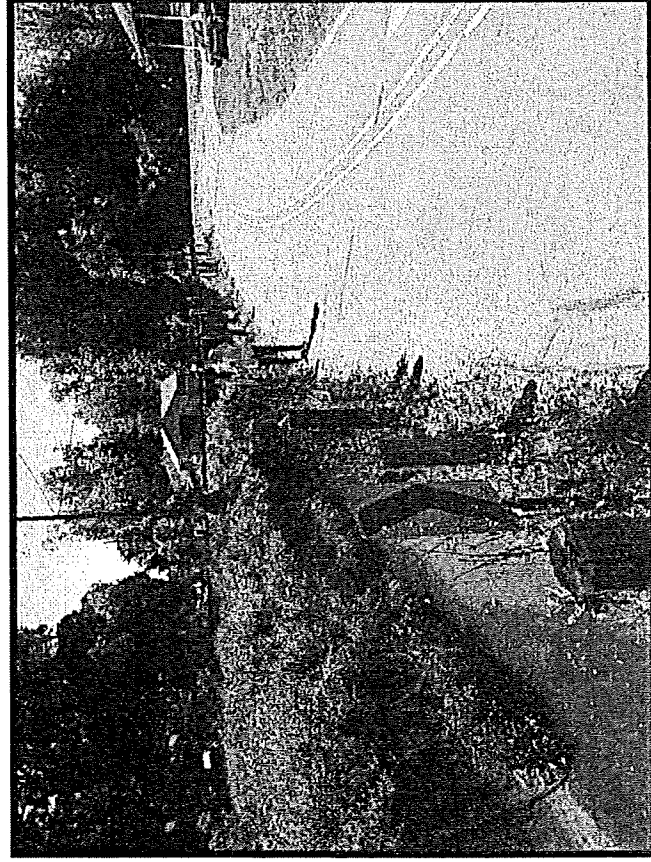
The scope of the project is to install guardrail, drainage pipe and signage at the Grammont Street and Booth Street locations in order to improve safety as both locations have severe slopes near the edge of the road. The slopes cannot be improved because of drainage structures that are located very close to the edge of the roadway.

- Grammont Street
  - The first situation is the need to install a shorter length of guardrail at the northwest end of the rail than required by GR-MASH-ON and to use the 704-10-00105 Guardrail End Treatment (Flared 12'-6") because a driveway and subsurface drainage are located in this area and cannot be relocated.

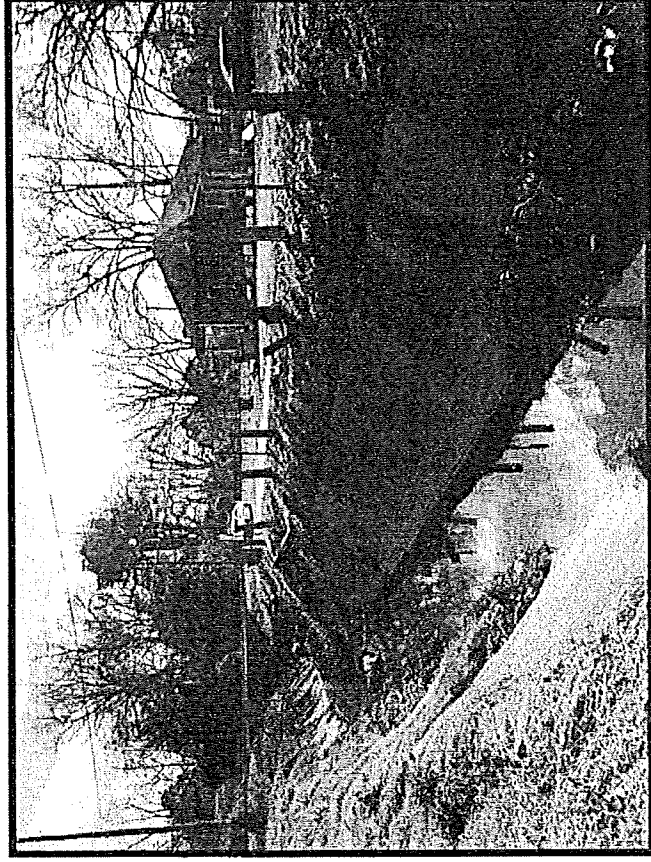
- o The second situation is the need to allow a slope steeper than 10:1 between the edge of pavement and the face of the rail as directed by GR-MASH-ON. The roadway is located next to a deep canal and the slope of the embankment from the edge of the roadway to the top to the concrete slope paving is between 2:1 and 3:1. The close proximity of the paved concrete canal to the roadway does not allow placement of embankment material to create the desired slope.



Grammont Street at 23<sup>rd</sup> Street Facing North

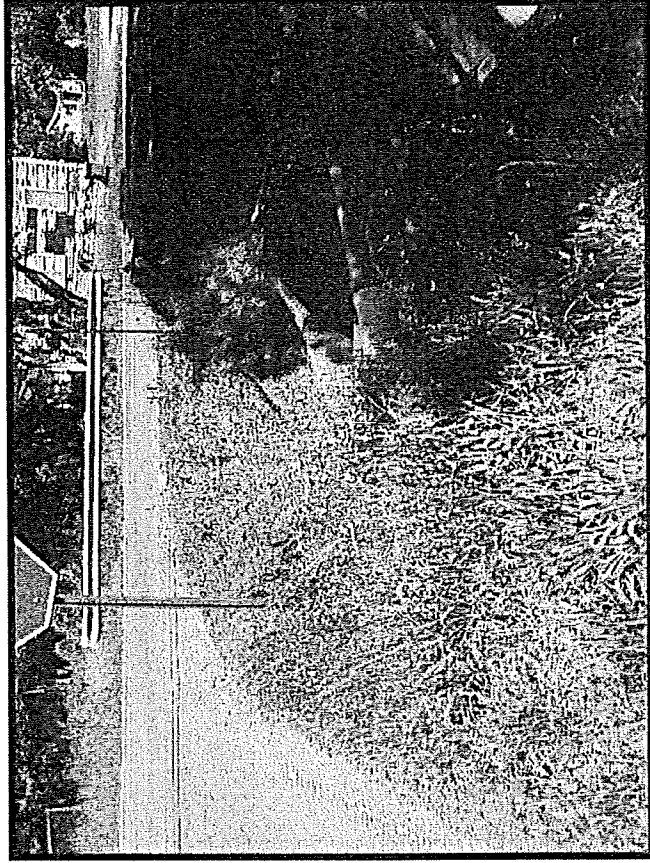


Grammont Street at 23<sup>rd</sup> Street Facing South



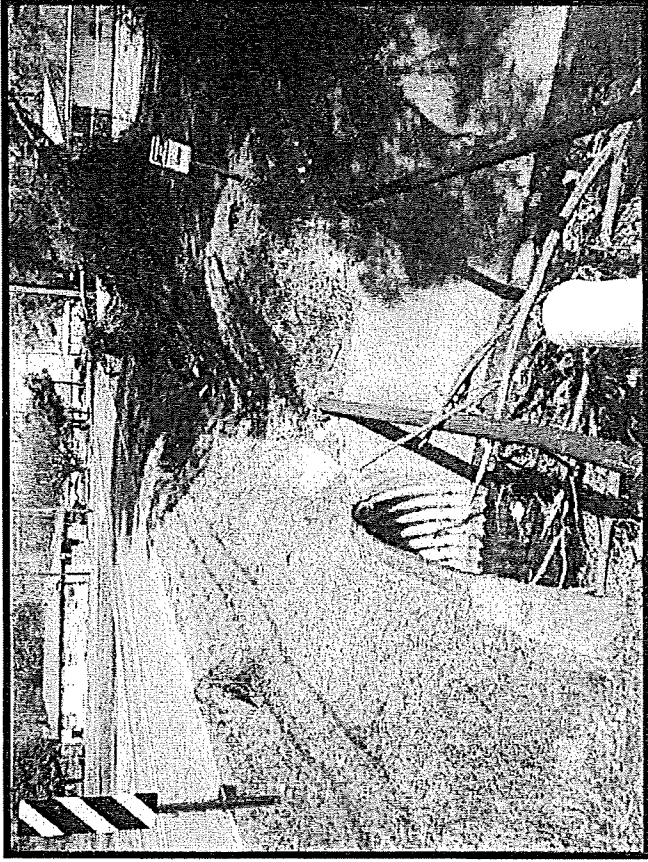
Grammont Street at 23<sup>rd</sup> Street Facing West

- Booth Street
  - The third situation is the need to install a shorter length of guardrail at the northern end of the rail on both the east and west sides of the roadway and to use Item 704-10-00105, Guardrail End Treatment (Flared 12'-6"), because of driveways and sewer manholes that cannot be relocated in both instances.
  - The fourth situation is the need to allow a slope that is steeper than 10:1 between the edge of pavement and the face of the rail as directed by GR-MASH-ON. The roadway crosses a 10' diameter Multi-Plate Corrugated Metal Pipe Arch with a small headwall on the eastern end and rip rap with a sharp bend in the canal on the western end. The slope of the embankment in the vicinity of the pipe on the east side of the roadway is between 2:1 and 2.5:1. Alteration to the pipe, headwall, paved ditch and relocation of utilities to provide the proper slope on either side of the roadway would be well beyond the scope of this project. It is also important to note that due to the age and condition of the existing structure, any work to extend the pipe or replace the existing headwall would likely require the replacement of the entire structure.

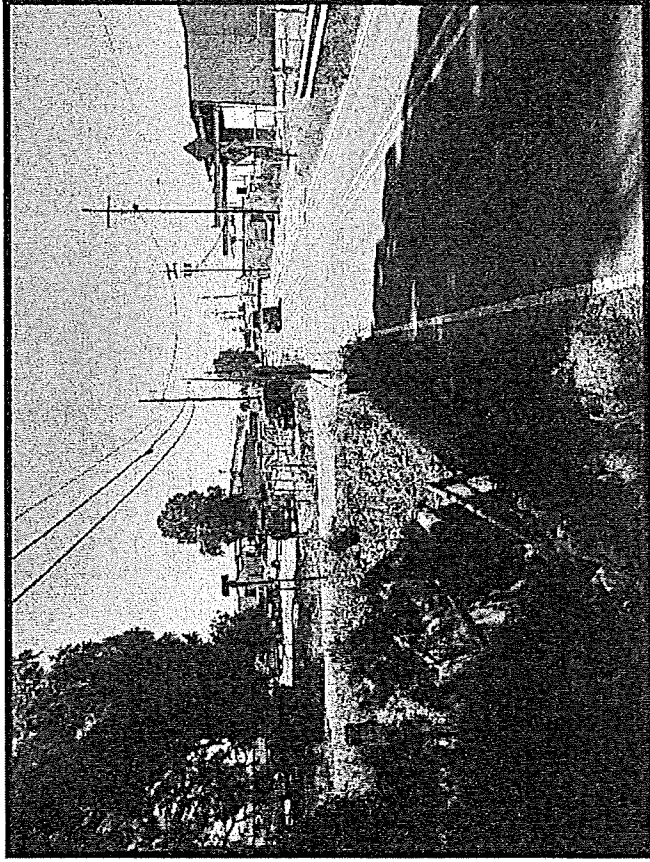


Booth Street Facing West





Booth Street Facing North



Booth Street Facing South

- o The fifth situation is the need to allow the placement of a standard length post (6'-0") among the required longer posts (8'-0") when the posts are in conflict with the 10' diameter Multi-Plate Corrugated Metal Pipe Arch on the east side where the 2:1 slope exists. The use of 96" W6 x 8.5 steel posts in this area is required due to the severe slope.

3. *Describe the proposed design waiver. Provide the proposed and standard values of the design waiver criteria.*

- The first design waiver has to deal with being able to use Item 704-10-00105 Guard Rail End Treatment (Flared 12'-6") as the end treatment and shortening the length of rail due to existing driveways that cannot be relocated. This end treatment meets TL-3 criteria and currently there is no MASH approved end treatment for this situation. The first situation listed above had a calculated Length of Need of 31.25' so a minimum of 62.5' was used for a total guard rail length of 75'. However, the driveway and subsurface drainage structures are 61' from the canal so a total rail length of 56.25', including the end treatment, was designed. The third situation listed above on the east side had a calculated Length of Need of 17' so a minimum of 62.5' was used for a total guard rail length of 75'. However, the driveway and sewer manhole are 39' from the canal so a total rail length of 37', including the end treatment, was designed. The west side of Booth Street at the same location had a calculated Length of Need of 74'. However, the driveway and sewer manhole are 20' from the obstruction so a total rail length of 12.5', including the end treatment, was designed.
- The second design waiver has to deal with allowing embankment slopes at Grammont Street and Booth Street that are steeper than 10:1 from the edge of the pavement to the back of the post as the construction of such a slope is beyond the scope of this project. This pertains to the second and fourth situation.
- The third design waiver has to deal with allowing the placement of a guard rail post of standard length (6'-0") within a run of longer posts on the 2:1 slope above the drainage structure since the 8'-0" post would pierce the drainage structure and having a 12'-6" span without a post is undesirable. This pertains to the fifth situation.

The estimated cost of the project is \$58,883.80. The cost to provide conditions that would not require this waiver such as enclosing the paved canal at Grammont Street and replacing and extending the structure at Booth Street as well as rebuilding significant portions of the roadway to do so is well beyond the scope and funding of this project.

Design Waiver Request

Required Signatures

Recommended by: DESIGNER Please Print	Date:
<i>Robert Robinson</i> Signature:	8/13/20

**For LPA Projects:**

Recommended by: Responsible Charge Please Print Please Print	Date:
Signature:	
Approved by: Chief Executive Authority Please Print	Date:
Signature:	

**For All Projects:**

Recommended by: RESponsible Charge Please Print	Date:
Signature:	
Recommended by: DOTD Project Manager Please Print	Date:
Signature:	
Approved by: Representative of DOTD Sign-off Please Print	Date:
Signature:	

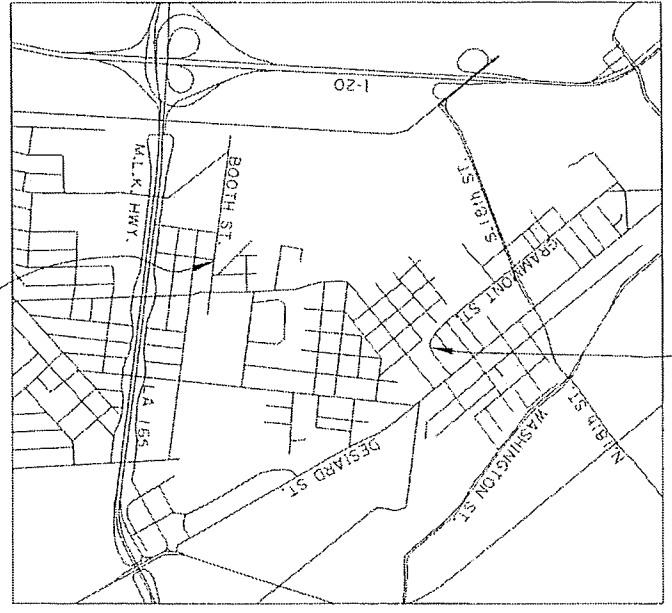
98% FINAL PLANS

STATE OF LOUISIANA  
 DEPARTMENT OF TRANSPORTATION & DEVELOPMENT  
 PLANS OF PROPOSED LOCAL ROAD SAFETY PROGRAM PROJECT  
 F.A.P. NO. H011895  
 STATE PROJECT NO. H011895  
 CITY OF MONROE GUARDRAIL INSTALLATION  
 OUCHITA PARISH



INDEX TO SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
10	LENGTH AND LOCATION OF WORK TABLE
2	LAYOUT MAP
3	PROJECT NOTES
4	SUMMARY TABLES
4a-4b	SIGNING TABLES
4c	SUMMARY OF ESTIMATED QUANTITIES
5-6	GUARD RAIL AND DRAINAGE INSTALLATION
7-8	SUMMARY OF DRAINAGE STRUCTURES
9-10	GUARD RAIL END TREATMENT DETAIL
11-21	ROADSIDE TRAFFIC SIGN DETAILS
22-23	U-CHANNEL TRAFFIC SIGNS
TOTAL SHEETS = 27	



STANDARD PLANS TO BE USED ON THIS PROJECT

GRAMMONT ST.  
 AT  
 S. 23rd ST.

STANDARD PLAN REV. DATE

BM-01 (2 SHTS)	08-22-07
EC-01 (2 SHTS)	10-01-08
GR-MASH-01	01-03-19
HS-03	04-07-14
TTC-00 (A-D)	07-02-18
TTC-01, 02, 03	07-02-18
TTC-04, 18	07-02-18

GRAMMONT STREET  
 DESIGN SPEED: 25 MPH  
 POSTED SPEED: 25 MPH  
 2009 ADI: 842

BOOTH STREET  
 DESIGN SPEED: 25 MPH  
 POSTED SPEED: 25 MPH  
 2009 ADI: 1,369

SCHEDULE OF REVISIONS

NO.	DATE	REVISION DESCRIPTION	DATE	RECOMMENDED	DATE	APPROVED

PRELIMINARY  
 NOT TO BE USED FOR  
 CONSTRUCTION,  
 FOR REVIEW  
 ONLY.  
 ENGINEER: RONNIE ROBINSON  
 LICENSE #: 24040  
 DATE: 10/14/2020

DATE \_\_\_\_\_  
 MAYOR, CITY OF MONROE

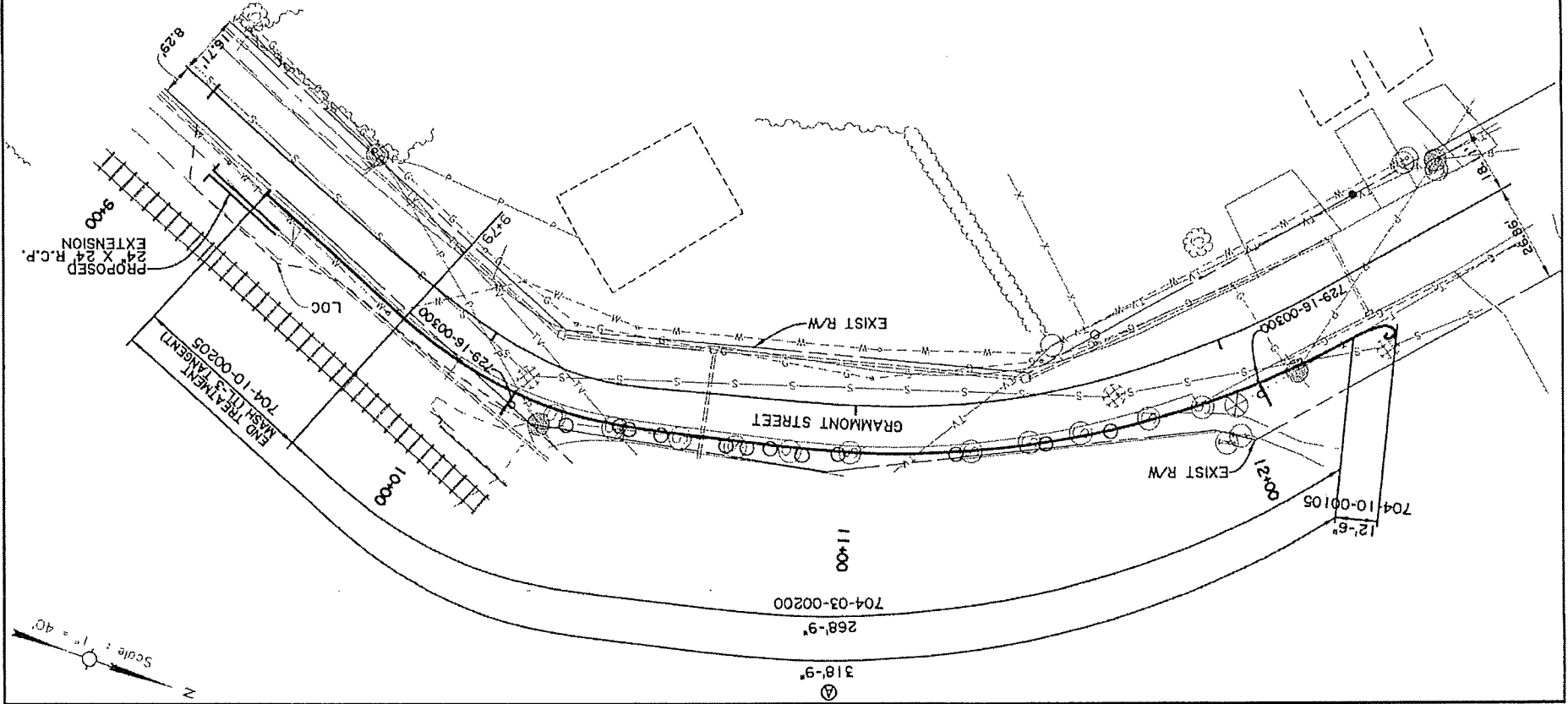
DATE \_\_\_\_\_  
 DOTD CHIEF ENGINEER

APPROVED \_\_\_\_\_

NOTE: THE 2016 LOUISIANA D.O.T.D. STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, AS AMENDED BY THE PROJECT SPECIFICATIONS, SHALL GOVERN ON THIS PROJECT.

SHEET NUMBER <b>1</b>	Gresham Smith		TITLE SHEET		CITY OF MONROE GUARDRAIL INSTALLATION			
	PROJECT	H.011895	STATE	LA	REVISION OR CHANGE ORDER DESCRIPTION	NO.		DATE
	PARISH	OUCHITA	CONTROL SECTION	C. JOY	DESIGNED	R. ROBINSON		DESIGNED

98% FINAL PLANS



SUMMARY OF GUARD RAIL QUANTITIES (FLARE RATE = 0)

ITEM	LOCATION	LN FT	TOTALS
1	BLOCKED OUT GUARD RAIL - 31" (6'-3" POST SPACING)	268.75	268.75
1	GUARD RAIL END TREATMENT (FLARED, 12'-6")	1	1
1	GUARD RAIL END TREATMENT, MASH (TL-3 TANGENT)	1	1
2	OBJECT MARKER ASSEMBLY (TYPE 3)	2	2

**Gresham Smith**

**CITY OF MONROE GUARDRAIL INSTALLATION**

**GUARD RAIL AND DRAINAGE INSTALLATION**

DESIGNER: R. ROBINSON  
CHECKED: C. JOY  
DESIGNED: R. ROBINSON  
CONTRACT SECTION: 000-37  
PROJECT: H.011895

NOTES:

- STATION 10+23 TO STATION 12+04 POSTS SHALL BE 96" W6 X 8.5 STEEL POSTS
- FACE OF RAIL SHALL BE PLACED 1'-0" FROM THE EDGE OF PAVEMENT EXCEPT FROM STATION 10+23 TO STATION 12+04 WHERE THE FACE OF THE RAIL SHALL BE PLACED AT THE EDGE OF THE PAVEMENT.
- FOR ADDITIONAL DETAILS ON GUARD RAIL SEE STANDARD PLAN GR-MASH-01.
- CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS PRIOR TO FABRICATION OF REQUIRED GUARD RAIL.
- UNDERGROUND UTILITIES MAY BE PRESENT. SEE "UTILITIES NOTICE" ON PROJECT NOTES SHEET.
- APPARENT RIGHT OF WAY PROVIDED BY THE CITY OF MONROE.

**PRELIMINARY**

**NOT TO BE USED FOR CONSTRUCTION, FOR REVIEW ONLY.**

ENGINEER: RONNIE ROBINSON  
LICENSE #: 21040  
DATE: 10/14/2020

**GRESHAM SMITH**

98% FINAL PLANS

**CITY OF MONROE**

REVISION OR CHANGE ORDER DESCRIPTION

DATE

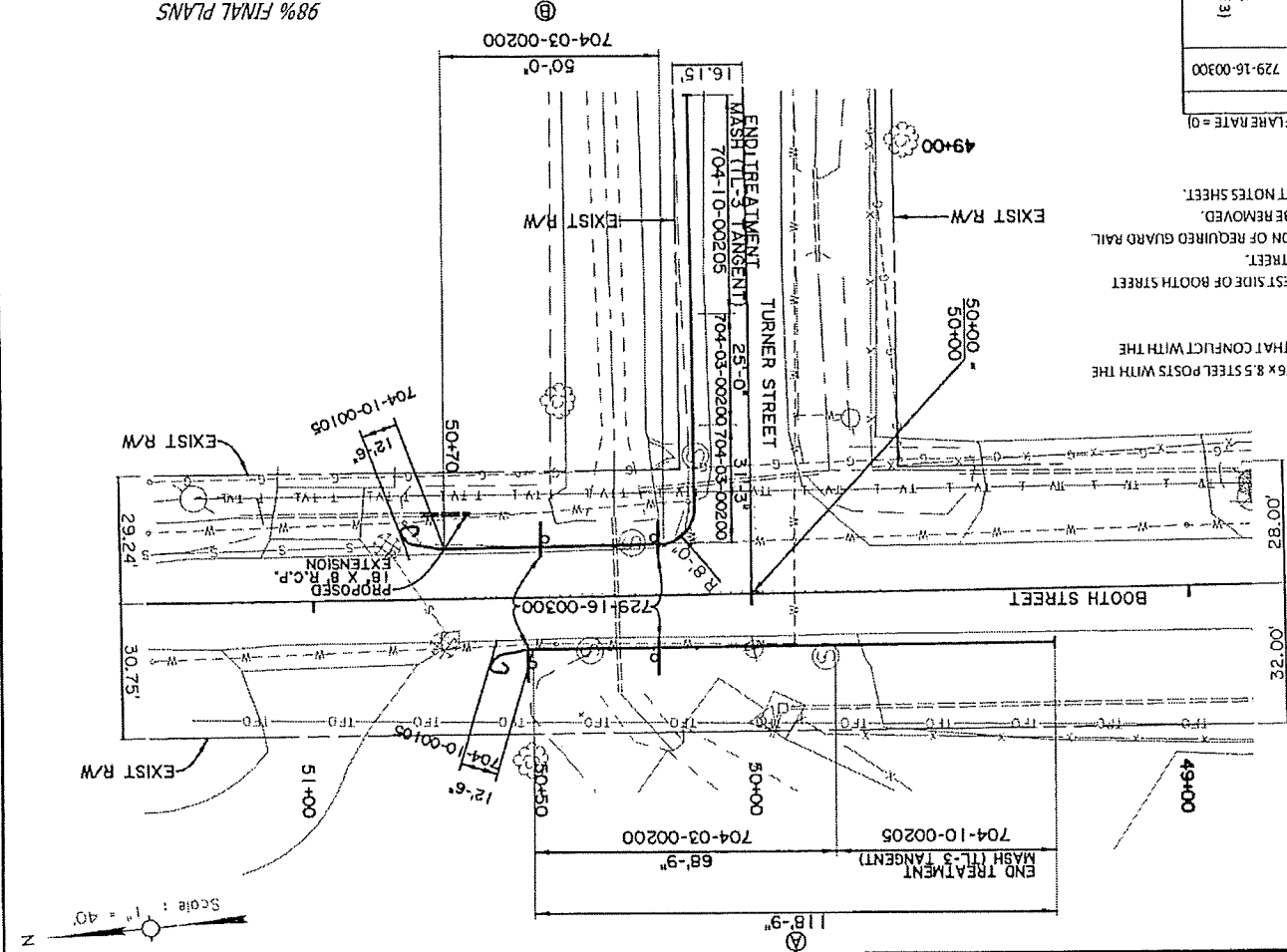
BY

SHEET NUMBER: 5

QUACHITA

98% FINAL PLANS

Scale : 1" = 40'  
Z



**PRELIMINARY**  
NOT TO BE USED FOR CONSTRUCTION FOR REVIEW ONLY.  
ENGINEER: RONNIE ROBINSON  
LICENSE #: 24040  
DATE: 10/14/2020

**GRESHAM SMITH**

STATE PROJECT	H.011895
CONTRL SECTION	000-37
PARISH	OUACHITA
DESIGNED	R. ROBINSON
CHECKED	C. JOY
DETAILED	R. ROBINSON
SEPIES NUMBER	

SUMMARY OF GUARD RAIL QUANTITIES  
(FLARE RATE = 0)

ITEM	LN FT	EACH	OBJECT MARKER ASSEMBLY (TYPE 3)
202-02-14500	REMOVAL OF GUARD RAIL	35.0	
704-03-00200	BLOCKED OUT GUARD RAIL - 31"; (6'-3" POST SPACING)	175.0	
704-10-00105	GUARD RAIL END TREATMENT (FLARED, 12'-6" LENGTH)	2	
704-10-00205	GUARD RAIL END TREATMENT (FLARED, 12'-6" LENGTH)	2	
729-16-00300	OBJECT MARKER ASSEMBLY (TYPE 3)	4	
<b>TOTALS</b>		<b>35.0</b>	

- NOTES:
1. STATION 50+23 TO STATION 50+44 RIGHT OF CENTERLINE POSTS SHALL BE 96" W6 X 8.5 STEEL POSTS WITH THE EXCEPTION OF POSTS THAT CONFLICT WITH THE DRAINAGE STRUCTURE. POSTS THAT CONFLICT WITH THE DRAINAGE STRUCTURE SHALL BE STANDARD LENGTH.
  2. FOR ADDITIONAL DETAILS ON GUARD RAIL SEE STANDARD PLAN GR-MASH-ON.
  3. FACE OF RAIL SHALL BE PLACED 1'-0" FROM THE EDGE OF PAVEMENT ON THE WEST SIDE OF BOOTH STREET AND 1'-0" FROM THE EDGE OF THE TRAVEL LANE ON THE EAST SIDE OF BOOTH STREET.
  4. CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS PRIOR TO FABRICATION OF REQUIRED GUARD RAIL.
  5. ALL EXISTING GUARD RAIL INCLUDING ALL POSTS, BLOCKS AND RAILING SHALL BE REMOVED.
  6. UNDERGROUND UTILITIES MAY BE PRESENT. SEE "UTILITIES NOTICE" ON PROJECT NOTES SHEET.
  7. APPARENT RIGHT OF WAY PROVIDED BY THE CITY OF MONROE.

LEGEND:  
 ITEM 729-16-00300 OBJECT MARKER ASSEMBLY (TYPE 3)

CITY OF MONROE  
GUARD RAIL AND DRAINAGE  
INSTALLATION

Gresham Smith

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION

ORDINANCE

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

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

**AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN MONROE BEARING MUNICIPAL ADDRESS 3303 DICK TAYLOR ST. AS NO LONGER BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD TO NAOMI CARTER PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO**

**WHEREAS, NAOMI CARTER** would like to purchase a certain piece of immovable property bearing municipal address 3303 Dick Taylor St., Monroe, LA, and more fully described in the attached copy of the proposed Cash Deed document, and

**WHEREAS,** the proposed purchase price for 3303 Dick Taylor St., Monroe, LA is \$2,700.00. This price consists of the fair market value of \$2,500.00 plus the cost of the appraisal, \$200.00, by Appraisal Plus, Consultants, LLC, dated 4/9/20, a copy of the Summary of Just compensation is attached hereto for review, and

**WHEREAS,** the City of Monroe deems said proposal to be in the best interest of the City of Monroe.

**THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain parcel of immovable property bearing municipal address 3303 Dick Taylor St., Monroe, LA and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

**BE IT FURTHER ORDAINED** that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to Naomi Carter, the above mentioned immovable property bearing municipal address 3303 Dick Taylor St., Monroe, LA under the terms, conditions and for the consideration set forth in the said sale documents attached hereto.

**BE IT FURTHER ORDAINED** that Stacey Rowell, Director of Administration, be and she is hereby authorized and empowered to execute the said sale documents for and on behalf of the City of Monroe, Louisiana.

**BE IT FURTHER ORDAINED** that under the provisions of Louisiana Revised Statute 33:4712 that prior to the final adoption hereof, notice of this Ordinance shall be published in the official journal three (3) times within fifteen (15) days, one week apart and that any opposition hereto must be made in writing, filed with the Clerk of the Council within fifteen (15) days of the first publication.

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

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

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S APPROVAL**

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S VETO**



STATE OF LOUISIANA  
PARISH OF OUACHITA

**CASH DEED**

**BE IT KNOWN AND REMEMBERED:** That before the undersigned Notary Public, duly commissioned and sworn, and in the presence of the undersigned legal and competent witnesses, on the date hereinafter written personally came and appeared:

**CITY OF MONROE, LOUISIANA**, a Louisiana Municipal Corporation in Ouachita Parish, Louisiana, Tax I.D. #72-6000903, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Stacey Rowell, Director of Administration, pursuant to authorization by Ordinance No. \_\_\_\_\_ of the City Council adopted December , 2020, a copy of which is annexed hereto.

(hereinafter sometimes called the **VENDOR**),

and

**NAOMI J. CARTER**, (SS # \_\_\_\_\_), a single woman and resident of Ouachita Parish, Louisiana whose mailing address is 3305 Dick Taylor St, Monroe, LA, 71203,

hereinafter sometimes referred to as **VENDEE**, who declared as follows:

For and in consideration of the price hereinafter set forth, the said Vendors do hereby grant, bargain, assign, set over, transfer, convey and deliver, without warranty whatsoever, even for the return of the purchase price, but with subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:

Lots 11 & 12, Sq. 1, Tippet 7 Cobbs 2<sup>nd</sup> Addition  
3303 Jackson St.  
District 5  
Ouachita Parish, Monroe, Louisiana  
Parcel #48825

**TO HAVE AND TO HOLD** the said above described property unto the said purchasers, their heirs and assigns, free from any lien, mortgage or encumbrances whatsoever.

The price for which the above sale is made is the sum of **TWO THOUSAND SEVEN HUNDRED AND NO/100 (\$2,700.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance given therefor.

Buyer hereby acknowledges and recognize that this sale is in "As Is" condition and, accordingly, hereby relieves and releases Vendor and previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden, from all claims in redhibition pursuant to Louisiana Civil Code, Articles

2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code, Articles 2541, et seq. Buyer acknowledges she understands that Louisiana redhibition law enables her to hold Seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that she is waiving that right.

VENDEE ACKNOWLEDGE THAT THE ABOVE HAS BEEN EXPLAINED TO HER AND THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND AGREES TO BE BOUND BY THIS WAIVER OF WARRANTY.

\_\_\_\_\_  
Naomi J. Carter

**THUS DONE AND EXECUTED BY** in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana on this \_\_\_\_ day of December 2020.

WITNESSES:

**CITY OF MONROE, LOUISIANA**

\_\_\_\_\_  
By: Stacey Rowell, Director of Administration

\_\_\_\_\_  
Mary Lou Harrison

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF OUACHITA

**THUS DONE AND EXECUTED BY Naomi J. Carter**, in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana, this \_\_\_\_ day of December, 2020.

Witnesses:

\_\_\_\_\_  
Print Name: Mary Lou Harrison

\_\_\_\_\_  
Naomi J. Carter, Vendee

\_\_\_\_\_  
Print Name: Brownie Barbo

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

# Appraisal Consultants, LLC

AJ Burns Appraisal  
407 North 7<sup>th</sup> Street  
West Monroe, LA 71291

Phone: 318-323-1227  
Fax: 318-322-1388  
Email: Info@AJBurnsAppraisal.com

A. J. Burns, Jr.

April 9, 2020

Ms. Mary Lou Harrison  
City of Monroe  
PO Box 123  
Monroe, LA 71201

RE: Appraisal Of  
Vacant Lot  
3303 Dick Taylor  
Monroe, LA 71201

Dear Ms. Mary Lou Harrison :

The purpose of this report is to provide the appraiser's opinion of the Market Value of the subject property as of April 9, 2020. This appraisal report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. In accordance with our scope of work agreement, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

The property was viewed and photographed.

The Direct Sales Comparison approach was developed.

This report provides the appraiser's opinion of market value for the subject property.

Market value for the subject is based on the direct sales comparison approach to value.

Additional Scope of Work details are in the addenda.

Property: 15,000 ± s.f. Lot

Interest Valued: FEE SIMPLE  
Effective Date of Value: 4/9/2020  
Date of Report: 4/9/2020

**DEFINITION OF "MARKET VALUE:"**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition  
Office of Comptroller of Currency 12 CFR, Part 34 Sub Part C - Appraisals

**INTENDED USE OF REPORT:** This appraisal is intended to assist the client, City of Monroe, to establish the market value for a possible sale of the property.

**APPRAISAL DEVELOPMENT AND REPORTING PROCESS:** In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable lot sales and developed the direct sales comparison approach for the lot value.

The resulting Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

**MARKET EXPOSURE TIME:** The market exposure time for the subject is estimated to be six months, if priced near the market value. Market exposure time based on analysis of comparable sales.

By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that Market Value of the subject property as of Effective Date: April 9, 2020, was:

Two Thousand Five Hundred Dollars  
\$2,500.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,



---

A J Burns Jr.  
Louisiana General Appraiser  
LAG 341

STATE OF LOUISIANA  
PARISH OF OUACHITA

## CASH DEED

**BE IT KNOWN AND REMEMBERED:** That before the undersigned Notary Public, duly commissioned and sworn, and in the presence of the undersigned legal and competent witnesses, on the date hereinafter written personally came and appeared:

**CITY OF MONROE, LOUISIANA**, a Louisiana Municipal Corporation in Ouachita Parish, Louisiana, Tax I.D. #72-6000903, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Friday Ellis, Mayor, pursuant to authorization by Ordinance No. \_\_\_\_\_ of the City Council adopted December , 2020, a copy of which is annexed hereto.

(hereinafter sometimes called the **VENDOR**),

and

**NAOMI J. CARTER**, a single woman and resident of Ouachita Parish, Louisiana whose mailing address is 3305 Dick Taylor St, Monroe, LA, 71203,

hereinafter sometimes referred to as **VENDEE**, who declared as follows:

For and in consideration of the price hereinafter set forth, the said Vendors do hereby grant, bargain, assign, set over, transfer, convey and deliver, without warranty whatsoever, even for the return of the purchase price, but with subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:

Lots 11 & 12, Sq. 1, Tippet 7 Cobbs 2<sup>nd</sup> Addition

3303 Jackson St.  
District 5  
Ouachita Parish, Monroe, Louisiana  
Parcel #48825

**TO HAVE AND TO HOLD** the said above described property unto the said purchasers, their heirs and assigns, free from any lien, mortgage or encumbrances whatsoever.

The price for which the above sale is made is the sum of **TWO THOUSAND SEVEN HUNDRED AND NO/100 (\$2,700.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance given therefor.

Buyer hereby acknowledges and recognizes that this sale is in "As Is" condition and, accordingly, hereby relieves and releases Vendor and previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden, from all claims in redhibition pursuant to Louisiana Civil Code, Articles

2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code, Articles 2541, et seq. Buyer acknowledges she understands that Louisiana redhibition law enables her to hold Seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that she is waiving that right.

VENDEE ACKNOWLEDGE THAT THE ABOVE HAS BEEN EXPLAINED TO HER AND THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND AGREES TO BE BOUND BY THIS WAIVER OF WARRANTY.

\_\_\_\_\_  
Naomi J. Carter

**THUS DONE AND EXECUTED BY** in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana on this \_\_\_\_ day of December 2020.

WITNESSES:

**CITY OF MONROE, LOUISIANA**

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor Friday Ellis

\_\_\_\_\_

Mary Lou Harrison

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF OUACHITA

**THUS DONE AND EXECUTED BY Naomi J. Carter**, in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana, this \_\_\_\_ day of December, 2020.

Witnesses:

\_\_\_\_\_

Print Name: Mary Lou Harrison

\_\_\_\_\_

Naomi J. Carter, Vendee

\_\_\_\_\_

Print Name: Brownie Barbo

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF LOUISIANA  
CITY OF MONROE

ORDINANCE

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

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

**AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO LAGUARDE HOLDING LLC ALL RIGHTS, TITLE AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT IN LOT 1, SQ. "C" OF JACKSON'S LAND COMPANY'S ADDITION, OUACHITA PARISH, DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 24, 2015, AND FURTHER WITH RESPECT THERETO**

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

Lot 1, Sq., "C" of Jackson's Land Company's Addition  
2817 Jackson St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #48825

was adjudicated to the City of Monroe, Louisiana for non-payment of 2014 Ad Valorem Taxes by Adjudication Deed dated and filed July 10, 2015 in Conveyance Book 2427 at page 619 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2014 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Della R. Boughton Haynes, and

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

**WHEREAS**, Laguarde Holding LLC represented herein by Kevin Sweet wishes to purchase said property from the City of Monroe.

**WHEREAS**, pursuant to the provisions of La. R.S. 47:2238.1 et sec, property adjudicated to the City of Monroe for more than Five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Kevin Sweet has paid One Thousand Three Hundred Seventy-five and 57/100 (\$1,375.57) which includes Seven Hundred Sixty-eight and 82/100 (\$768.82) in City and Parish taxes on behalf of Laguarde Holding LLC. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Della R. Boughton Haynes with no response; the City of Monroe desires to sell to Laguarde Holding LLC the property described as follows:

Lot 1, Sq., "C" of Jackson's Land Company's Addition  
2817 Jackson St.  
District 4  
Ouachita Parish, Monroe, Louisiana  
Parcel #48825

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

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

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

AYES:

NAYS:

ABSENT:



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

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

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

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S APPROVAL**

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S VETO**

ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

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

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

AN ORDINANCE REVOKING A 75' WIDE SECTION OF PEAR STREET FROM  
THE LEVEE WEST APPROXIMATELY 185' TO ITS TERMINUS AT THE  
OUACHITA RIVER AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Donald Plunk has requested the revoking of Pear Street from the  
levee west approximately 185' to it terminus at the Ouachita River, and

WHEREAS, this section of Pear Street is unimproved, does not contain any  
utilities; and dead ends into the Ouachita River, and

WHEREAS, the applicant owns the property on both sides of this section of Pear  
Street, and

WHEREAS, once revoked, the right-of-way will revert to the adjacent property  
owner(s), and

WHEREAS, the City of Monroe Planning Commission has recommended that  
this request be approved, with a 4-0-1 vote, at their November 2, 2020 meeting.

NOW, THEREFORE

BE IT ORDAINED by the City Council of the City of Monroe, in legal session  
convened, that Pear Street from the levee west to its terminus at the Ouachita River,  
approximately 185', is hereby revoked

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 24th day of November 2020.

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

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

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

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

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

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 4, 2020

CITY HALL                      MONROE, LOUISIANA

**RE: REV 100-20**

**APPLICANT: Donald Plunk**

**MOTIONED BY: Mr. Charles Scott**

**SECONDED BY: Mr. Jamin Hall**

I move that the Monroe Planning Commission advise the City Council that after a Public Hearing the Commission finds that changing conditions in the area **are** sufficient to justify the above request to allow the revocation of Pear Street from the levee west to the Ouachita River. This section of Pear Street is unimproved, does not contain any utilities and dead ends into the Ouachita River.

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

**City of Monroe  
Planning Commission**

**CASE NO.:** REV 100-20  
**NAME OF APPLICANT:** DONALD PLUNK  
**ADDRESS OF PROPERTY:** PEAR STREET FROM THE LEVEE TO THE RIVER  
**COUNCIL DISTRICT:** 4

**REQUEST:** This is a request to revoke Pear Street from the levee to its terminus at the Ouachita River.

**SIZE OF PROPERTY:** 75' x 185' (approximately)

**PRESENT ZONING:** R-4 High Density Multi-Family District

**PRESENT USE:** Unimproved street right-of-way.

**MOST NEARLY BOUNDED BY (STREETS):** North of Plum Street, east of the Ouachita River, south of Rochester Street and west of South 11<sup>th</sup> Street.

**SURROUNDING LAND USES:** Surrounding land use consists of residential in all directions with the Ouachita River to the west.

**ADVERSE INFLUENCES:** Additional property.

**POSITIVE INFLUENCES:** Additional property.

**COMMENTS/RECOMMENDATIONS:** The applicant owns both sides of the property of this section of the Pear Street right-of-way. It is unimproved and not used except by the applicant to access his property. It contains no utilities.

The revocation request needs to be approved by the City Council by Ordinance.

**OPTIONS:** Approve the revocation of the 75' x 185' (approximately) section of an improved section of street right-of-way (Pear Street).

Approve the revocation of the 75' x 185' (approximately) section of an improved section of street right-of-way (Pear Street) with the conditions.

Deny the revocation of the 75' x 185' (approximately) section of an improved street right-of-way as presented.



Planning and Zoning

City of Monroe

Pearl St, Monroe, LA, 71202, US, X

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 4, 2020      CITY HALL      MONROE, LOUISIANA

RE: TAM 101-20

APPLICANT: City of Monroe

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Rev Tegitra Thomas

I move that the Monroe Planning Commission advise the City Council that after a Public Hearing the Commission finds that the text of the zoning ordinance needed to be amended to clarify this specific section of the ordinance and the conditions are sufficient to justify the above request.

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

# ORDINANCE

STATE OF LOUISIANA  
CITY OF MONROE

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

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

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

---

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

WHEREAS, as carports are open-air by definition, the term "open air" can be removed as it is redundant;

WHEREAS, the removal of "or" in this section will help to avoid confusion as to what is allowed; and

WHEREAS, the requirements in this section pertain to residential areas, the residential districts listed can be removed as it is redundant;

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

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 4-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

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

**Amend:**

*(c) Architectural Projections into Required Yards*

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



BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 24th day of November 2020.  
NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_,

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

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

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

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

STATE OF LOUISIANA  
CITY OF MONROE

ORDINANCE

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

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

**AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY IN MONROE LOCATED ALONG PENDLETON STREET BETWEEN DESIARD STREET AND ADAMS STREET, AS NO LONGER BEING NEEDED FOR PUBLIC USE AND AUTHORIZING THE SAME TO BE SOLD TO MICHAEL ECHOLS ENTERPRISES, LLC PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO**

**WHEREAS, MICHAEL ECHOLS ENTERPRISES, LLC** would like to purchase a certain piece of immovable property located along Pendleton Street between DeSiard Street and Adams Street, Monroe, LA, and more fully described in the attached copy of the proposed Cash Deed document, and

**WHEREAS,** the proposed purchase price for the property on Pendleton Street is \$15,475.00. This price consists of the fair market value of \$9,500 plus the cost of the appraisal, \$300.00, by Appraisal Consultants, LLC, dated 10/12/20, a copy of the Summary of Just compensation is attached hereto for review, and the cost of removing and relocating the guy poles \$5,675.00; and

**WHEREAS,** the City of Monroe deems said proposal to be in the best interest of the City of Monroe.

**THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain parcel of immovable property located along Pendleton Street between DeSiard Street and Adams Street, Monroe, LA and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

**BE IT FURTHER ORDAINED** that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to Michael Echols Enterprises, LLC the above mentioned immovable property under the terms, conditions and for the consideration set forth in the said sale documents attached hereto.

**BE IT FURTHER ORDAINED** that Stacey Rowell, Director of Administration, be and she is hereby authorized and empowered to execute the said sale documents for and on behalf of the City of Monroe, Louisiana.

**BE IT FURTHER ORDAINED** that under the provisions of Louisiana Revised Statute 33:4712 that prior to the final adoption hereof, notice of this Ordinance shall be published in the official journal three (3) times within fifteen (15) days, one week apart and that any opposition hereto must be made in writing, filed with the Clerk of the Council within fifteen (15) days of the first publication.

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

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

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

AYES:

NAYS:

ABSENT:

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

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

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S APPROVAL**

\_\_\_\_\_  
**DIRECTOR OF ADMINISTRATION'S VETO**

# Appraisal Consultants, LLC

AJ Burns Appraisal  
407 North 7<sup>th</sup> Street  
West Monroe, LA 71291

Phone: 318-323-1227

Fax: 318-322-1388

Email: [Info@AJBurnsAppraisal.com](mailto:Info@AJBurnsAppraisal.com)

A. J. Burns, Jr.

Commercial Lot  
Pendleton and Desiard St  
Monroe, LA 71201

Prepared For:  
City of Monroe  
P.O. Box 123  
Monroe, LA 71201

# Appraisal Consultants, LLC

AJ Burns Appraisal  
407 North 7<sup>th</sup> Street  
West Monroe, LA 71291

Phone: 318-323-1227  
Fax: 318-322-1388  
Email: Info@AJBurnsAppraisal.com

A. J. Burns, Jr.

October 12, 2020

Ms. Mary Lou Harrison  
City of Monroe  
P.O. Box 123  
Monroe, LA 71201

RE: Appraisal Of  
Commercial Lot  
Pendleton and Desiard St  
Monroe, LA 71201

Dear Ms. Mary Lou Harrison:

The purpose of this report is to provide the appraiser's opinion of the Market Value of the subject property as of October 12, 2020. This appraisal report is intended to comply with the reporting requirements set forth

by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed. The direct sales comparison approach was developed for the property. The conclusion of value is based on the direct sales comparison approach to value.

Additional Scope of Work details are in the addenda.

Property: 8,125.00 s.f. Lot

Interest Valued: FEE SIMPLE  
Effective Date of Value: 10/12/2020  
Date of Report: 10/12/2020

**DEFINITION OF "MARKET VALUE:"**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition  
Office of Comptroller of Currency 12 CFR, Part 34 Sub Part C - Appraisals

**INTENDED USE OF REPORT:** This appraisal is intended to assist the client, City of Monroe, to determine a sales price for the sale of the property.

**APPRAISAL DEVELOPMENT AND REPORTING PROCESS:** In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable land sales to estimate the value of the lot,
4. developed the direct sales comparison approach to value.

The resulting Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

**MARKET EXPOSURE TIME:** The market exposure time for the subject is estimated to be six months, if priced near the market value. The market exposure time is based on analysis of sales.

By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that Market Value of the fee simple interest in the subject property as of Effective Date: October 12, 2020, was:

Nine Thousand Five Hundred Dollars  
\$9,500.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,



---

A J Burns Jr.  
Louisiana General Appraiser  
LAG 341

## APPRAISAL REPORT

Property Type Commercial Lot  
 Property Address Pendleton and Desiard St  
 City Monroe Parish Ouachita State Louisiana Zip Code 71201  
 Building Name \_\_\_\_\_ Census Tract \_\_\_\_\_  
 Owner/Occupant City of Monroe APN \_\_\_\_\_  
 Client City of Monroe Map Reference Monroe, LA 71201  
 Typical Buyer Owner/User  Investor   
 Legal Description Lot in Lot 1 Sq 39 Filhiols Guinea Addition of Monroe; Monroe, LA. Full Legal Description in Addenda.

### SCOPE OF WORK

The direct sales comparison approach to value was developed. Lot sales in the subject neighborhood and substitute locations were verified and analyzed. The direct sales comparison approach to value was developed. This appraisal report provides the appraiser's opinion of market value for the subject real property. Market value is based on the direct sales comparison approach to value.

See Full Scope of Work Statement in Addenda

### SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Date of Report 10/12/2020 Effective Date of Value 10/12/2020  
 Value Indication - Cost Approach ..... \$ \_\_\_\_\_  
 Value Indication - Income Approach ..... \$ \_\_\_\_\_  
 Value Indication - Direct Sales Comparison Approach ..... \$ 9,500.00  
 Value Estimate - Real Estate ..... \$ 9,500.00  
 Cost of Additions or Completion ..... \$ \_\_\_\_\_  
 Final Market Value 'As Is' - Real Estate ..... \$ 9,500.00

Purpose of Appraisal Opinion of Market Value  
 Intended Use of Appraisal For Use by: City of Monroe  
 Property Rights Appraised Fee Simple

Site Data	Building Data	Income Data	Appraisal Ratios
Site Size(s.f.) <u>8,125.00</u>	Area "as is" _____	GPI..... _____	EGIM _____
Usable Land <u>8,125.00</u>	Area "as will be" _____	Vacancy (Projected)..... _____	Overall Rate _____
Parking <u>Adequate</u>	Year Built _____	Vacancy (Actual)..... _____	Price / SF _____
H&BU <u>Medium Density</u>	Effective Age _____	Other In..... _____	Rent / SF _____
<u>Commercial</u>	Remaining Econ. Life _____	EGI..... _____	Expenses / SF _____
	H&BU _____	Operating Exp..... _____	Expense Ratio _____
		NOI..... _____	
	<b>Property</b>		
<b>Neighborhood</b>	Floor Plan/Design _____		
Appeal/Appearance <u>Average</u>	Construction Quality _____		
Property Compatibility <u>Average</u>	Exterior Condition _____		
Appeal/Appearance <u>Average</u>	Interior Condition _____		
Development Potential <u>Average</u>	Appearance/Appeal _____		
Rental Demand <u>Average</u>			



STATE OF LOUISIANA  
PARISH OF OUACHITA

## CASH DEED

**BE IT KNOWN AND REMEMBERED:** That before the undersigned Notary Public, duly commissioned and sworn, and in the presence of the undersigned legal and competent witnesses, on the date hereinafter written personally came and appeared:

**CITY OF MONROE, LOUISIANA**, a Louisiana Municipal Corporation in Ouachita Parish, Louisiana, Tax I.D. #72-6000903, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Stacey Rowell, Director of Administration, pursuant to authorization by Ordinance No. \_\_\_\_\_ of the City Council adopted December , 2020, a copy of which is annexed hereto.

(hereinafter sometimes called the **VENDOR**),

and

**MICHAEL ECHOLS ENTERPRISES, LLC**, Tax ID 26-2725930, represented herein by Michael Echols, whose mailing address is 1800 Riverside Drive, Monroe, LA, 71201,

hereinafter sometimes referred to as **VENDEE**, who declared as follows:

For and in consideration of the price hereinafter set forth, the said Vendors do hereby grant, bargain, assign, set over, transfer, convey and deliver, without warranty whatsoever, even for the return of the purchase price, but with subrogation in and to all of the rights and actions of warranty which it has or may have against all preceding owners and vendors, the following described property situated in the Parish of Ouachita, State of Louisiana, to-wit:

A portion of Pendleton Street in Square 39 of Filhoil's First Addition, in the abandoned DeSiard Road, and in Lot 1 of Filhoils' Second or Guinea Addition, located in Monroe, Ouachita Parish, Louisiana, this portion being more particularly described as follows, to-wit: Commencing at a 1/2 inch iron pipe found marking the most northerly corner of said Lot 1, thence along the northerly line thereof, and the southerly line of Adams Street, S52°51'07"W 294.08 feet to a one inch iron pipe found marking the southeasterly intersection of Adams and Pendleton Streets, the **POINT OF BEGINNING**; thence along the easterly line of Pendleton Street, S38°01'35E 135.47 feet to a 1/2 inch iron bar set; thence along said line, N53°48'25"E 14.13 feet to a 1/2 inch iron pipe found; thence along said line, S33°11'52"E 128.92 feet to a 3/4 inch iron pipe found on the northerly line of DeSiard Street; thence along said line, S53°48'25"W 33.23 feet to a 1/2 inch iron bar set 30 feet easterly from the centerline of the pavement of Pendleton Street; thence parallel to said pavement, N36°32'41"W 263.76 feet to a 1/2 inch iron bar set on the southerly line of Adams Street; thence along said line, N52°51'07"E 23.12 feet to the **POINT OF BEGINNING**; containing 8125 square feet, or 0.187 acres of land.

**TO HAVE AND TO HOLD** the said above described property unto the said purchasers, their heirs and assigns, free from any lien, mortgage or encumbrances whatsoever.

The price for which the above sale is made is the sum of **FIFTEEN THOUSAND**

**FOUR HUNDRED SEVENTY-FIVE AND NO/100 (\$15,475.00) DOLLARS**, cash in hand paid, the receipt of which is hereby acknowledged and full acquittance given therefor.

Buyer hereby acknowledges and recognize that this sale is in "As Is" condition and, accordingly, hereby relieves and releases Vendor and previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden, from all claims in redhibition pursuant to Louisiana Civil Code, Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code, Articles 2541, et seq. Buyer acknowledges he understands that Louisiana redhibition law enables him to hold Seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that he is waiving that right.

VENDEE ACKNOWLEDGE THAT THE ABOVE HAS BEEN EXPLAINED TO HIM AND THAT BUYER HAS READ AND UNDERSTANDS THE TERMS AND AGREES TO BE BOUND BY THIS WAIVER OF WARRANTY.

Michael Echols Enterprises, LLC  
By: **Michael Echols**

**THUS DONE AND EXECUTED BY** in the presence of the undersigned competent attesting witnesses and Notary, in Ouachita Parish, Louisiana on this \_\_\_\_ day of December 2020.

WITNESSES:

**CITY OF MONROE, LOUISIANA**

\_\_\_\_\_  
Mary Lou Harrison

By: \_\_\_\_\_  
Stacey Rowell  
Director of Administration

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF OUACHITA

**THUS DONE AND EXECUTED BY Michael Echol Enterprises LLC**, represented herein by Michael Echols, in the presence of the undersigned competent attesting witnesses and

Notary, in Ouachita Parish, Louisiana, this \_\_\_\_ day of December, 2020.

Witnesses:

**MICHAEL ECHOLS ENTERPRISE, LLC**

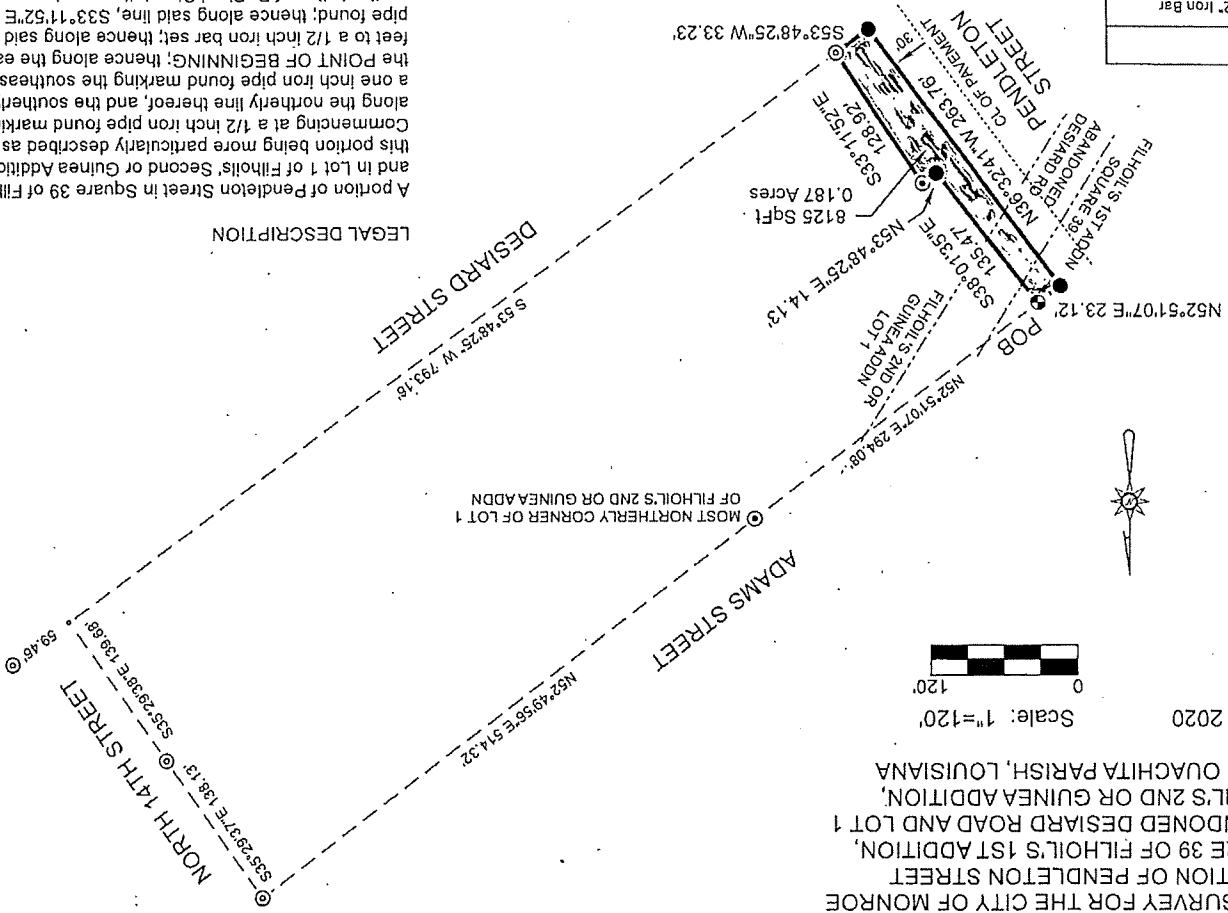
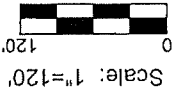
\_\_\_\_\_  
Print Name: \_\_\_\_\_ by: \_\_\_\_\_  
Michael Echols - Vendee

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public # \_\_\_\_\_  
Print Name: \_\_\_\_\_

PLAT OF SURVEY FOR THE CITY OF MONROE  
 OF A PORTION OF PENDLETON STREET  
 IN SQUARE 39 OF FILHOIL'S 1ST ADDITION,  
 THE ABANDONED DESIARD ROAD AND LOT 1  
 OF FILHOIL'S 2ND OR GUINEA ADDITION,  
 MONROE, OUACHITA PARISH, LOUISIANA

October 6, 2020



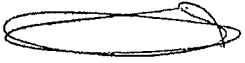
LEGEND	
●	Set 1/2" Iron Bar
⊙	Found 1/2" Iron Pipe
⊗	Found 3/4" Iron Pipe
•	Calculated Point
⊙	Found 1" Iron Pipe

LEGAL DESCRIPTION

A portion of Pendleton Street in Square 39 of Filhoil's First Addition, in the abandoned Desiard Road, and in Lot 1 of Filhoil's Second or Guinea Addition, located in Monroe, Ouachita Parish, Louisiana, this portion being more particularly described as follows, to-wit:  
 Commencing at a 1/2 inch iron pipe found marking the most northerly corner of said Lot 1, thence along the northerly line thereof, and the southerly line of Adams Street, S52°51'07"W 294.08 feet to a one inch iron pipe found marking the southeasterly intersection of Adams and Pendleton Streets, the POINT OF BEGINNING; thence along the easterly line of Pendleton Street, S38°01'35"E 135.47 feet to a 1/2 inch iron bar set; thence along said line, N53°48'25"E 14.13 feet to a 1/2 inch iron pipe found; thence along said line, S33°11'52"E 128.92 feet to a 3/4 inch iron pipe found on the northerly line of Desiard Street; thence along said line, S53°48'25"W 33.23 feet to a 1/2 inch iron bar set 30 feet easterly from the centerline of the pavement of Pendleton Street; thence parallel to said pavement, N36°32'41"W 263.76 feet to a 1/2 inch iron bar set on the southerly line of Adams Street; thence along said line, N52°51'07"E 23.12 feet to the POINT OF BEGINNING; confining 8125 square feet, or 0.187 acres of land.

SURVEYOR'S CERTIFICATE

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.



Don W. Antley, PLS No: 4400  
 P.O. Box 1192  
 West Monroe, LA 71294-1192  
 Phone 318 366 6365  
 Email don.antley.pls@gmail.com



**ORDINANCE**

STATE OF LOUISIANA  
CITY OF MONROE

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

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

**AN ORDINANCE ACCEPTING THE DONATION OF REAL PROPERTY INTO THE CITY OF MONROE FROM MARCUS A. DRUMMER, AND FURTHER PROVIDING WITH RESPECT THERETO:**

**WHEREAS**, the City of Monroe is in need of the property described hereinbelow for the extension of the Old City Cemetery; and

**WHEREAS**, Marcus A. Drummer is the owner of the property described hereinbelow and wishes to donate to the City of Monroe for the mutual benefits to be derived from the Act of Donation; and

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

All of Lot 4, S 30 Ft of Lot 3 and N 5 Ft of Lot 5, Sq. 15, RESUB Lots 14 & 15 Stubbs  
Youngs Bayou Addition bearing municipal address  
101 South 20<sup>th</sup> St.  
Monroe, LA

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

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

This Ordinance was introduced on the \_\_\_\_\_ day of November 2020.

Notice published on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

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

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

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

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

STATE OF LOUISIANA  
PARISH OF OUACHITA

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this \_\_\_\_\_ on \_\_\_\_\_, 2020,

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

MARCUS A. DRUMMER, SS#XXX-XX-7650, a single man and major resident of Arapahoe County, whose mailing address is 1651 S. Idalia Circle, Unit D, Aurora, CO 80017, hereinafter sometimes called "DONOR").

Donor does hereby and by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property, the Donor does by these presents irrevocably give, grant and donate the following described property unto:

CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corp. in Ouachita Parish, Louisiana, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by Friday Ellis, Mayor, pursuant to authorization by Ordinance \_\_\_\_\_ of the City Council adopted \_\_\_\_\_, a copy of which is annexed hereto (hereinafter sometimes called the "DONEE"),

The property described hereinbelow:

All of Lot 4, S 30' Lot 3 and N 5' Lot 5, Sq 15 RESUB Lots 14 and 15 Stubbs Young Bayou Addition, Ouachita Parish, Monroe, Louisiana, bearing municipal address 101 South 20<sup>th</sup> St., Monroe, LA 71201

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

STATE OF COLORADO  
COUNTY OF ARAPAHOE

THUS DONE AND SIGNED by Marcus A. Drummer, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES:

\_\_\_\_\_  
Marcus A. Drummer, Donor

\_\_\_\_\_  
NOTARY PUBLIC NO. \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF LOUISIANA  
PARISH OF OUACHITA

THUS DONE, SIGNED AND ACCEPTED by the THE CITY OF MONROE, represented herein by Friday Ellis, Mayor, before me, the undersigned Notary Public and in the presence of the two witnesses at my office in Monroe, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES:

THE CITY OF MONROE

\_\_\_\_\_  
By: \_\_\_\_\_  
Friday Ellis, Mayor - Donec

\_\_\_\_\_  
NOTARY PUBLIC NO. \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ORDINANCE**

STATE OF LOUISIANA  
CITY OF MONROE

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

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

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

---

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

An amendment to the Zoning Map to zone a ±1.2-acre tract of land located in Ouachita Parish from I-1, Commercial/Industrial Business Park District to B-3, General Business/Commercial District in order for the applicant to be able to operate a baseball and softball facility.

**2920 Commerce Street**

**APPLICANT: Bradley Emaus, (MA 106-20)**

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-0-1 vote. The applicant wishes to use the existing structure for a baseball and softball practice facility. The I-1, Commercial/Industrial Business Park District does not allow for this type of use. The B-3, General Business/Commercial is the appropriate zoning district for the baseball and softball facility.

**NOW, THEREFORE:**

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±1.2 acres previously described to B-3, General Business/Commercial District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 24<sup>th</sup> day of November 2020.

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



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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

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

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

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

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 4, 2020

CITY HALL

MONROE, LOUISIANA

**RE: MA 106-20**

**APPLICANT: Bradley Emaus**

**MOTIONED BY: Mr. Jott Delcambre**

**SECONDED BY: Mr. Jamin Hall**

I move that the Monroe Planning Commission advise the City Council that after a Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the above request to rezone a ±1.2 acre tract of land from the I-1, Commercial/Industrial Business Park to B-3, General Business/Commercial District. The property is located at 2920 Commerce Street.

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

**City of Monroe  
Planning Commission**

**CASE NO.:** MA 106-20  
**NAME OF APPLICANT:** Bradley Emaus  
**SITE ADDRESS:** 2920 Commerce Street  
**COMPREHENSIVE PLAN:** Commercial Urban  
**COUNCIL DISTRICT:** 2

**REQUEST:**

The applicant wishes to rezone 2920 Commerce Street from I-1, Commercial/Industrial Business Park District to B-3, General Business/Commercial District in order to operate a baseball and softball facility (Recreational facility, indoors) at this location.

**SIZE OF PROPERTY:**

1.2 acres (more or less).

**PRESENT ZONING:**

I-1, Commercial/Industrial Business Park District

**PRESENT USE:**

Warehouse.

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

North of railroad tracks; south of and fronting upon Commerce Street; east of DeSiard Street; and west of Martin Luther King Jr Drive.

**SURROUNDING LAND USES:**

The surrounding land use consists of industrial to the east and west; commercial to the north; and the railroad to the south.

**ADVERSE  
INFLUENCES:**

Allowing the applicant to use the sight for an indoor recreational facility.

**POSITIVE  
INFLUENCES:**

**COMPREHENSIVE PLAN:**

The location is designated Commercial Urban. These are areas that are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as surrounding areas, and include large mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.

**COMMENTS/  
RECOMMENDATIONS:**

The applicant is in the process of purchasing the building located at 2920 Commerce Street. He would like to use this location for a baseball and softball facility which is categorized by the Zoning Ordinance as a recreational facility (indoor). He is currently running a business at another location that he rents and his business there is outgrowing the structure. He would like to purchase this location and move the baseball and softball facility.

The zoning at this location is I-1, Commercial/Industrial Business Park District. The zoning district does not allow for this type of use. A B-3, General Business/Commercial District would allow the recreational facility (indoor) use. There is a B-3, Commercial across the street. The applicant is requesting that this district be extended to include this location. The zoning needs to be changed in order for him to operate his business there.

**OPTIONS:**

Approve the applicant's request, as presented.

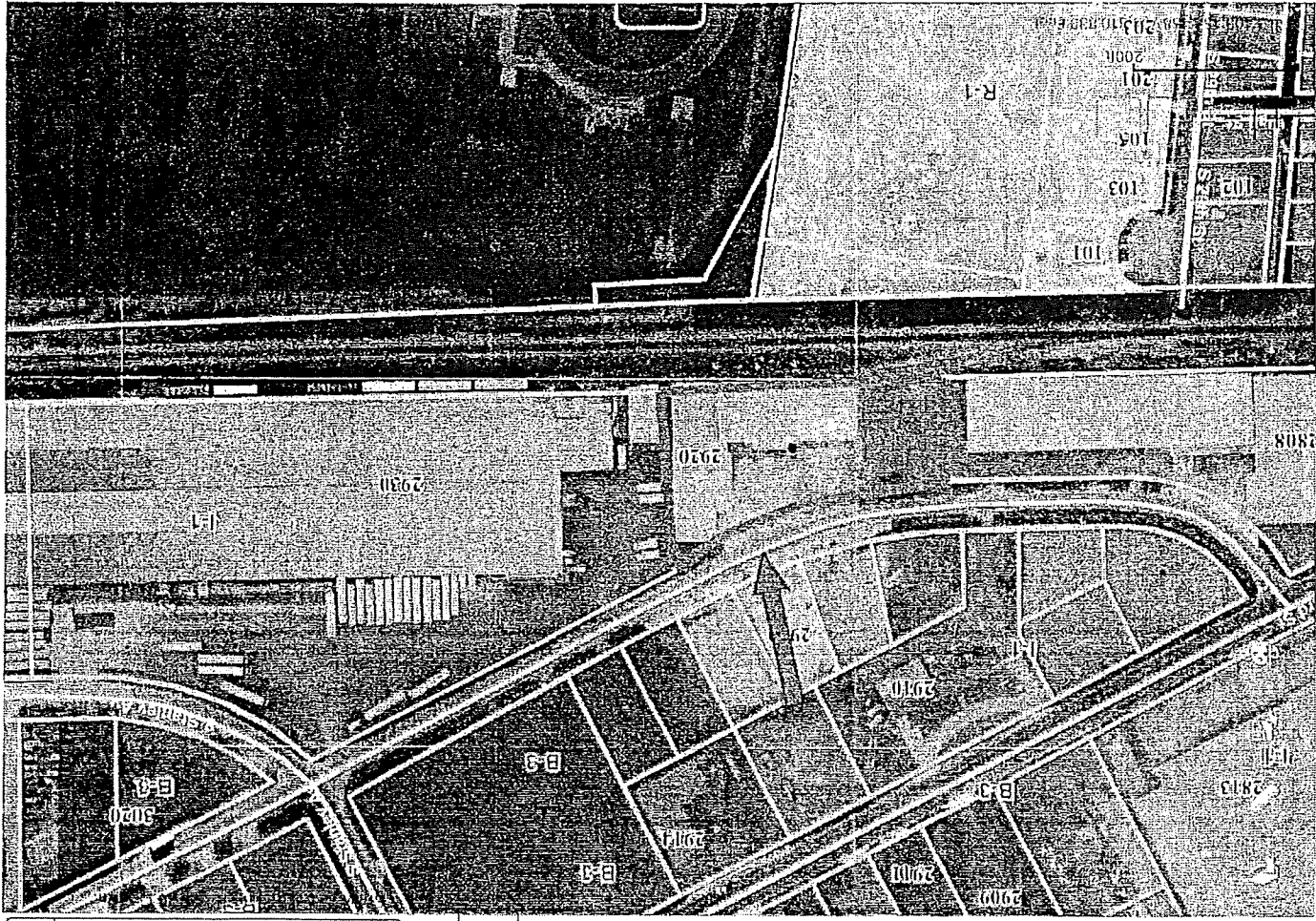
Approve the applicant's request with conditions.

Deny the applicant's request, as presented.

\*\*\*\*\*

**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, stormwater 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.



Planning and Zoning

City of Monroe

2920 Commerce St, Monroe, LA X