

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – AUGUST 27, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF AUGUST 13, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 1704 MILLHAVEN RD (D3) – OWNER- Gerald Coleman, ET AL

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution appointing Franz Hill to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (Woods)

(b) Adopt a Resolution approving the appointment of Montrell Marshall to the Monroe Planning Commission and further providing with respect thereto. (Woods)

(c) Adopt a Resolution appointing Martin Litwin to the Monroe Board of Adjustment and further providing with respect thereto. (Ezernack)

(d) Adopt a Resolution appointing Dr. Craig Turner to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (Muhammad)

(e) Adopt a Resolution appointing Chresancio “Chee-Chee” Jackson to the Monroe Board of Adjustment and further providing with respect thereto. (Muhammad)

(f) Adopt a Resolution confirming the appointment of Rev. Ike Byrd, III as Community Affairs Director and further providing with respect thereto.

(g) Adopt a Resolution granting an exception to the open container Ordinance to the City of Monroe for a Charity Golf Tournament (The Mayor's Cup) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(h) Adopt a Resolution granting an exception to the open container Ordinance to Damon Williams dba Doc Chilly (First Sunday at the Zoo, Music Festival) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the DeSiard St. Improvements (S. Grand St. to North 6th St.) Phase II. The engineer's estimate is \$4,539,767.28. The DBE goal is 15% and the source of funds is the Downtown Economic Development District.

(b) Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Barbados Blvd Pavement & Drainage Repairs. The engineer's estimate is \$1,233,060.00. The DBE goal is 15%, and the Capital Infrastructure Funds are the source of funds.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to apply for and accept grant funding through the US Department of Housing and Urban Development (HUD) "Older Adult Home Modification" Grant Program and further providing with respect thereto.

(b) Adopt a Resolution authorizing the City of Monroe to apply for and accept grant funding through the US Department of Housing and Urban Development (HUD) "Healthy Homes Production" Grant Program and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

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

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance repealing Ordinance No, 12,192, which purported amended the Monroe City Charter without voter approval, and to restore the Charter to its prior state. (Muhammad/McFarland)

(b) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of and sell to Karen M. Jefferson, all rights, title, and interest that the city may have acquired to the Lot in Lot 1, Sq. 2, Resub Sq. 18, Terminal Heights Addition, Ouachita Parish, no situs – Reed St., District 4, Monroe, La, by Adjudication at Tax Aale dated June 4, 2018, and further providing with respect thereto.

(c) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession and sell to Kevin Lee, all rights, title, and interest that the city may have acquired to the Lot 6, Square 19, Alexander's Addition, Ouachita Parish, 3910 Lee, District 4, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further with respect thereto.

(d) Introduce an Ordinance amending and re-enacting Chapter 13 of the Monroe City Code, Entitled Drainage and Flood Control, and further providing with respect thereto.

(e) Introduce an Ordinance approving a Lease Agreement between the City of Monroe and Miller International Properties, LLC for the parcel and building located at 507 Wood Street and further providing with respect thereto.

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

None.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
August 13, 2024
6:00p.m.

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

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

There was absent: None.

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

The Invocation was led by Bishop Rodney McFarland.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1.) Mr. Harvey had no announcements.

(2.) Mrs. Ezernack had no announcements.

(3.) Mr. McFarland stated the LMA (Louisiana Municipal Association) Convention was very exciting, and he learned a lot in Shreveport, LA. He said he was glad to be able to fellowship with colleagues from Monroe and all over the state of Louisiana. He further stated he is excited about the Amtrak project, and he couldn't wait until that becomes a reality here in Monroe. He said he wish each Council persons across the state would go to these type of meetings to bring back new ideas in order to enhance their cities. On another note, he noted on yesterday District 4 had their second "Chat & Chew" and he said it was a success. He said they were targeting the downtown area which Representative Michael Echols attended the meeting and others in and out of the district. He said it was a very productive meeting hearing concerns and he said for the next six months he is trying to go around different areas to have these type of meetings and come back with a plan. He further noted next month his meeting will be on September 12th at 6:00pm and the location will be announced in the next couple of days. He said he is very excited about the senior citizen initiative going on in his district and the next session is August 14th and there are three more sessions left on the 14th, 22nd, and 28th. He said he was able to talk to different business owners downtown to get their concerns and he was received well by everyone. He said he went to a ribbon cutting today at the Hub, owned by Mr. Willie Robertson, who is the Duck Commander. He stated district 4 is alive and well; striving to do great things and the community will hear more from them in the next two weeks.

(4.) Mr. Muhammad echoed Mr. McFarland on his LMA comments, and he said he learned a lot. He said it was great networking and he is looking forward to the next one. He said he participated in the Mount Nebo 100th year celebration of the Rosenwald School, and the actual historic marker will be placed in November. He stated he participated in the Mount Zion backpack give away with the Northeast Black Chamber, Omega Psi Phi, and the Renaissance Committee. He said he attended a musical at Mount Pleasant, the dedication of Berean Church of Monroe, and a musical at New Antioch. On another note, he said if any citizens have any street signs or lights out please call 318-807-4582. He said he has been driving around the community and he saw a lot of street signs missing. Lastly, he wished the students, teachers, and administrators a successful year and he said on August 22nd at 5:30pm there will be a Community Meeting at Henreitta Johnson.

(5.) Mayor Ellis said he and the Council attended LMA and came back with some hardware. He said they came back with a Community Achievement Award given to the City for work done with Parks in the Community. He said The Senior Citizens Academy is great for our seniors to be able to engage with MPD and learn about what they do on a day to day basis. He said the second Government Luncheon was great and it is always good to hear from eaters from the surrounding region. He said the key thing about this is how they all can come together and go in the same direction. On another note, he announced Rollin' on the Riverfront September 21, 2024, and he said these are always fun. He said from music, food, and fun for everyone and their families.

(6.) Ms. Woods announced "Chat & Chew" on Wednesday, August 21, 2024, from 10am until 12pm and she said they had a very successful Chat & Chew last month and looking forward to having a successful one this month. She said it will be the third Wednesday of every month and

they will chat and chew and bring different individuals to talk to the community. On another note, she announced the back to school supply drive that the City of Monroe is hosting on August 16, 2024. She said on Saturday August 31st at Kingsway apartment there will be a back to school supply drive to target socks and hygiene supplies. She stated on yesterday she had the opportunity to attend something that was monumental for the area and for the first time in the history of University of Louisiana at Monroe (ULM) and Carroll Jr. High they have a partnership to bring some curriculums into place to allow the students to get excited about continuing their education. She said she appreciated that it is not the usual run-of-the-mill, and they want to talk about pharmacy, nursing, and technology. She said when individuals get through they will come out and be gainfully employed in the community or if they choose to take their talents elsewhere they will be able to sustain themselves and their families. She noted she understands it was the brainchild of the Principal of Carroll Jr. High, Mr. Montrell Marshall. She further noted Mr. Marshall is doing great things and he wants to make a difference in the community.

Upon motion of Mr. Harvey and seconded by Mr. Muhammad, and the minutes of the Legal and Regular session of July 23, 2024, were unanimously approved. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved Resolution No. 8761 establishing procedures for the confirmation of heads of departments and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack Nay)

Mrs. Ezernack said she thinks the Council has a revised copy of the resolution that is not in the packet.

Mr. McFarland stated the Council should make sure there are no technicalities on this item. He said it should be stated the Council is going with the revised copy.

Mr. Brandon Creekbaum, City Attorney, stated Mr. Muhammad can clarify his motion to state that it replies to the revised copy.

Mr. Muhammad motion to established the revised copy of the Resolution.

Mr. Harvey wanted to know what happens if a key role is not filled inside of 60 days. He said he finds it pretty normal in key executive positions.

Mr. McFarland stated the issue is the City has people serving in these positions that have not been confirmed. He said with this resolution 60 days is the limit, and he said if that position is not confirmed then somebody else needs to be brought before the Council. He said they cannot allow individuals to serve as head of department, and they haven't been confirmed by the elected body. He said according to the charter a person cannot serve three months, six months or even a year without being confirmed. He said in order to make sure that everything is laid out correctly sixty days is the limit. He said this will prevent a person from serving in a position for a long period of time not being confirmed by this body.

Mr. Muhammad said public works has been without a department head since Mr. Justin January retired. He said he thinks it is important that a least a name be brought before the Council so they can confirm them. He wanted to know how long Mr. January has been retired.

Mr. Creekbaum said several years, maybe 2022.

Mr. McFarland said when there is someone in a position not confirmed and the position has been open for two years, that's problematic.

Mrs. Ezernack noted she can't vote for this mainly because of the deadline and she said that is somewhat overstepping the Council's bounds by the charter. She said she would wish to ask for an Attorney General's opinion and how that may or may not go as a charter and the Council's involvement of hiring and firing.

Ms. Woods noted this is in place to address interim positions and secondly in the resolution and the supporting documentation there are all the provisions are listed. She said that is why the Council has a revised copy and all the provisions that were listed in the charter, by-laws, or the State all of those things have been addressed.

Mr. McFarland stated when an Attorney General's opinion has been requested it should come from the majority of the Council and not from one individual. He said they need to set protocol because again what has happened in the past can't go on anymore. He further stated Mr. Creekbaum is the lead counsel and the Council except things to be above board. He said when things are not done the right way according to the charter or asking for an Attorney General's opinion on behalf of this Council is not right.

Mrs. Ezernack said she wasn't asking on behalf of the Council but on behalf of herself.

Mr. McFarland said if she is asking on behalf of herself she should write Attorney General not Mr. Creekbaum.

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8762 confirming the appointment of Sarah M. Smith to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

Mr. McFarland noted Ms. Smith is his nominee for this appointment on the board and she is an attorney. He said she is very skilled, she has effective communication skills, she is a problem solver, strong ethics in legal research, and she is someone who can interpret the law well. He said she will fill the unexpired term of Preston Hopkins, and his term will come open again in 2026. He said he wanted everyone to understand after she fill the unexpired term he want to reappoint her for another three years.

Ms. Smith thanked Mr. McFarland for the opportunity, and she looks forward to serving.

Ms. Woods thanked Ms. Smith for accepting her nomination.

Mrs. Ezernack thanked Ms. Smith for accepting the position and she said good luck to her.

(c) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8763 granting an exception to the Open Container Ordinance to Isaac King Justa Cowboy Rodeo Association for the Bayou Black Open Rodeo pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8764 granting an exception to the Open Container Ordinance to Advancion Charity for the annual United Way Golf Tournament pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8765 granting an exception to the Open Container Ordinance to Tyron Dickens (K9 Outreach Blues Concert at Chennault Park) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(f) Upon motion of Mr. Harvey, seconded by Mr. McFarland and unanimously approved Resolution No. 8766 granting an exception to the Open Container Ordinance to the City of Monroe for Rollin' on the Riverfront pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Department of Administration:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Consider an Application by Michael Riley dba The Monroe Bayou, 5400 Operation Rd., Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

Mr. Curtis Garth, 2300 Georgia Street, stated he was hoping he could request a resolution that the Council need to present.

Ms. Woods said that would be something to talk about outside of the meeting.

Mr. Garth stated his representative won't call him so he can set up a meeting to ask these things.

Ms. Woods said the Council can't entertain any conversation on this item.

Mr. McFarland noted Mr. Garth came to his facility and they have talked. He said there is no need for them talking attaching the same thing. He asked Mr. Garth to please be kind and have a seat and after the meeting tonight he will chat with Mr. Garth.

Ms. Woods wanted to know if there was a representative from The Monroe Bayou present.

Ms. Andrea Edwards, General Manager at the Monroe Bayou, stated she is here to observe and to see if they would be approved for their license for them to open the bar. She said that would be the finishing touches and a lot of blood, sweat, and tears went into it.

Ms. Woods said it is good to meet Ms. Edwards and she was actually there earlier this week, it's amazing.

Ms. Edwards said she is so excited and everything positive for Monroe is always cosigning. She said spearheading something that the community can pour into and can possibly pour back into the community as well.

Mrs. Ezernack thanked Ms. Edwards for what she is doing for the airport.

Mayor's Office:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8767 approving an agreement with the National Main Street Center, Inc., for \$90,000 in finding for the Thriving Communities Program Capacity Building Subgrant Program and further providing with respect thereto. (There were no public comments)

Mrs. Meagan Risinger, Grant Writer, stated about a year ago the City applied to be a part of the Thriving Communities Cohort, and they were accepted. She said throughout this process they had some specialized technical assistance and also are receiving \$90,000 with the Council's acceptance to pay for supplies in asphalt art and murals in the City.

(b) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8768 authorizing a Cooperative Endeavor Agreement with Issac King d/b/a Justa Cowboy Association and further providing with respect thereto. (There were no public comments.)

Ms. Woods stated she is excited about this, and she thinks this is the third annual Bayou Black rodeo to come to the Civic Center. She said she is excited about the City supporting it and being a part of this endeavor. She said it is one the City had in the past and it bring cowboys and cowgirls from all over the state, Texas, Mississippi, and Arkansas.

Police Department:

Ms. Woods stated on yesterday there was a shooting in her district, and no one likes a shooting especially when it is a six year old. She said two kids were shot six and eight years old with no life threatening injuries, however, it is devastating for a child to be shot at six years old. She thanked Chief Victor Zordan, Chief of Police, for making sure she knew that before the street committee gave it to her. She thanked him for reaching out and calling her to say what is happening in her district and keeping her up to date, she appreciated it.

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Mr. Ezernack and unanimously approved Resolution No. 8769 approving Amendment No. Eight (8) to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc., related to the Monroe Water Treatment Plant Expansion and Improvements Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland noted he is trying to get some understanding before he votes for or against this. He wanted someone to explain the numbers he is reading for this item.

Mr. Sean Benton, Water System Manager, noted originally the numbers were put together about three years ago once they went through initial evaluation and design of the plan itself. He said once they got into construction and completion of the train a rerating of the plant had to be done.

He said the process is done for the Department of Health & Hospital to give the true output of the plant as a whole. He said the plant was built in 1967 and rated for 2 million gallons of water a day, but they need capacity for 20 million gallons a day, but the rating was 12 million. He said they are still producing great quality water. He said they still went over the rate, but the state didn't have a problem as long as the City was able to maintain the quality. He noted as they went into the new expansion of the plant added an additional 60 MGDs that brought the total to 18 million. He said when the numbers were put together three years ago they didn't put into consideration the equipment that was needed for testing. He said providing the tank \$20,000, going one train to three, and more increased the total of this project.

Mr. McFarland wanted to clarify if this is the eighth change order.

Mr. Benton said yes, a project of this magnitude overall would have a lot change orders. He said when building a brand new facility to connect to an old facility it will be a lot of things you won't see.

Mr. McFarland said they are at 150 days before completion.

Mr. Benton said the substantial completion is on the agenda tonight. He said the plant is currently producing water and built to standards of treating water for the community. He said they are just doing a punch item list with a few minor details to get it completed.

Mr. McFarland commended Mr. Benton on how he answered all his questions, and he said he was well prepared.

(b) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8770 approving Change Order No. Fifteen (15) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland wanted to clarify that it is \$136,000.00 for the change order and they are also asking 42 more days. He wanted an explanation for the fifteenth change order.

Mr. Morgan McCallister, City Engineer, stated in the back up documentation that was provided that was included in the public information outlined every request that is tied to this particular agenda item. He said items 1 through 13 include modifications building code requirements, HVAC updates, and north entry road base that need repaired which is the bulk of this item. He said the days associated with this items half of that is for the North entry road repairs that are being made.

Mr. McFarland wanted to clarify if all the change orders now total over 2 million dollars.

Mr. McCallister noted that is correct.

Mr. McFarland said that is a lot.

Mr. McCallister stated yes it is on a 48 million dollar project and they are roughly 5% over the overall contract.

Mr. McFarland wanted more clarity on the 42 more days that is needed.

Mr. McCallister said it is split 50/50 and 21 of those days are associated with items 1 through 11. He said item 12 is the other 21 days for the North entry roadway repair.

Mr. McFarland said he would support it, but the City have to get a handle on the extension of days. He said this is costing the City and they have a deadline. He noted he had this conversation with Mr. McCallister and Mr. Creekbaum and going forward with any new contracts they will have to double down.

(c) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8771 accepting as substantially complete work done by Max Foote Construction Company for the Water Treatment Plant Renovation and Expansion Project (Phase 2 of 2) and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad thanked the citizens of Monroe because they have sacrificed on their bills to pay for this treatment plant. He said they want to look at halting that automatic increase on the water bills because their tax dollars paid for this particular project.

Mr. McFarland echoed Mr. Muhammad because the previous Council voted that the increase every year without consideration from this Council. He said he want the Council to take another look at it and bring it back in a resolution or ordinance in order to repeal. He said to word it so if it deem necessary for an increase then it will be increase, but the automatic increase he is not in favor of.

Ms. Woods echoed the sentiments of Mr. McFarland and Mr. Muhammad and noted they would have conversations with Mr. Creekbaum.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to introduce an Ordinance declaring certain property in the Monroe Air Industrial Park no longer necessary for public use and authorizing said property to be sold at private sale to Ochsner LSU Health System of North Louisiana and further providing with respect thereto.

Mr. Brandon Creekbaum, City Attorney, said this particular property is one in the Monroe Air Industrial Park. He said this land was originally part of the land that was deeded to the City by the federal government when it turned over all of Selman Field after World War two. He said the federal government released this land back to the City of Monroe for sale back in 2016 or 2017. He said the property was then sold to the Banks Family Limited partnership it was to be developed unfortunately it was not. He noted the Banks Family Limited Partnership earlier this year indicated they were going to sell the property. He said the City repurchased the property and LSU Health expressed interest in the land for future development. He further noted the City just repurchased the property earlier this year and the purchase price exceeds what the City repurchased it for and presented to Council to reauthorize the purchase.

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

NOTE: Ordinance Nos. 12,228, 12,229, & 12,230 were stamped delivered to the Mayor's Office by the Council Clerk on August 14, 2024, at 3:45pm and as of this date August 22, 2024, has not been received back from the Mayor's office. (Per the Charter Art. II Sec. 2-13B within 10 calendar days after the receipt excluding weekend/holidays it shall be returned to the Clerk of the Council with or without the Mayor's approval, or with the Mayor's veto.)

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

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and approved Ordinance No. 12,228 Repealing Ordinance No. 12,219 (Video Bingo Tax Rededication) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack nay.)

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

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved Ordinance No. 12,229 Repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack nay.)

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

(c) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved Ordinance No. 12,230 Repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack nay.)

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

(d) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,231 approving a two-year extension of the existing Ambulance Services Agreement with Acadian Ambulance Service, Inc. and further providing with respect thereto.

Mr. Muhammad said he is concerned about the six action class lawsuits for a cyber breach. He said the hacker wanted seven million dollars and Acadian Ambulance offered them \$173,000.00. He wanted to know if Mr. Creekbaum know of any people in this parish who have been breached.

Mr. Creekbaum said it seems probable, but no one has informed him or talked to his office about it.

Mr. Muhammad said he doesn't know if he can support it because Acadian owes the Council and Administration an explanation of what they will do about it.

Mr. Creekbaum noted this was a recommendation from Ouachita Council of Government (O.C.O.G) and the bodies that meet in connection with O.C.O.G to extend this contract for a two-year period.

Mr. Muhammad said this just happen and it is concerning to him.

Ms. Woods said at some point in time a lot of things have been attacked such as the school system. She said she is not one way or the other, but Acadian provide very good service.

Mr. McFarland said they are at the ninth hour with this, and this just happen but he thinks they can have a conversation with them after the fact. He said the parish court has endorsed and blessed them, and he is more in favor of giving them the extension. He said they can have a meeting with them to address these concerns since it just happen.

Ms. Brown said anyone can be cyber attacked and she is more concerned about their services, and they render good services. She said they also educate and employ our young people, and we will be cyber attacked as long as we are on the internet.

Mr. Tony Little, 1315 Forsythe, stated the breach happen June 2024 and it is a well know group attacking major corporations. He said IT teams are responding to it and developing new ways and technology.

Mr. Muhammad noted he was just saying the Council should be aware of it.

Ms. Woods said she thinks they can have that conversation, and the parish board can talk to them to come to some type of agreement.

Mrs. Ezernack noted they do have their advisory board that reports to OCOG every meeting and the renewal has been in the works for some time. She said there is a process for replacing or if choosing not to extend their term to get RFP and things from another ambulance. She further noted it may be a question to ask the advisory board to find out what they know about it.

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

(e) Upon motion of Mr. Harvey, seconded by Mr. McFarland and unanimously approved Ordinance No. 12,232 adopting the authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2024 and further providing with respect thereto. (There were no public comments.)

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

(f) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,233 approving a lease between the City of Monroe and Pilots for Patients at the Monroe Regional Airport and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack thanked Pilots for Patients for doing this for our community and the surrounding communities. She said it is such a wonderful service for those in need and it is appreciated.

Ms. Woods thanked Pilots for Patients for all that they are doing and for being in attendance. She said they appreciate them very much because it is such a needed service.

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

(g) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,234 authorizing the City of Monroe to take Corporeal Possession of and sell to Kevin Lee all rights, title, and interest that the City may have acquired to Lots 11 & 12, Square 21, Alexanders Addition, and that portion of an alley revoked in book 1334/673, (no situs) Dick Taylor St., District 4, Ouachita Parish, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1.) Mr. Curtis S. Garth, 2300 Georgia Street, stated he reported to the Monroe Police Department and Bishop McFarland that Brooks Clinic attempted to murder him. He said he has file number and apparently the crime is not being worked or address. He said he is hoping the Council would show some compassion on him and citizens period.

Ms. Woods stated she knows Mr. Garth had conversations with legal.

Mr. Creekbaum said this is a new issue he is unaware of.

Ms. Woods noted she thinks this one is new for her as well and she reiterated Bishop McFarland said he would meet with Mr. Garth afterwards.

Mr. Garth said that won't work and he could say anything. He said the file number is 202430688 and it was taken by Officer Steven he believes. He said a report was written up but now no report exist. He said it is ashamed an honorably discharged disabled American veteran and citizen of Monroe they tried to kill, and Monroe Police seem like they don't want to do anything about it.

(2.) Ms. Dee-Dee Massey, 1900 Hickory Street, stated she has been coaching since 2007 in the Monroe City area and traveling all over the United States to the National Jr. Olympics. She said it is not about Massey Miracle Run but about trying to bring TCAA (Twin City Athletic Association) back into the community. She further stated TCAA was program in all the recreation centers with track & field, mentor program, basketball tournament, football, softball, and baseball. She said she had to turn around a lot of kids this year because she didn't have the funding to get the kids to the Jr. Olympic and normally she takes 150 to 200 kids. She said this year she only had the opportunity to take 35 kids and if we're for the kids we have to prove we're for the kids. She said she is a 26 year veteran in the Swarn Center for youth and she went through some problems at Swarn to keep kids out of trouble. She said we want to kids out of trouble we have to come together in the community to open recreation departments back up. She said she challenges everybody on the broad and the community to put this together to get TCAA back rolling.

(3.) Mr. Tyrone Dickins, K-9, 3004 Dick Taylor, noted he would like to have a meeting with the Mayor, and he has spoken with Ms. Woods. He said they ran into a problem with Mr. Doug retiring and the stage area is not equipped. He said he doesn't want him or the City at fault and he goes out every day to look at everything to make sure everything will be in order. He said he have a lot of people traveling and Mr. Doug said he would give him the pull up stage and tie the other stage down, but he would need permission from the Council. He said now they don't have a stage out there and the stage wasn't fit for anyone to perform. He further noted there are a lot of top name artist coming to perform and he said safety is first for him. He said he is going to everyone high school to be a vendor, but he is not charging them to be vendors for them to raise money, and all the money go back to school.

Mayor Ellis said he would get him into touch with Mr. Ray Wright, Parks and Beautification Director, as a point of contact. He said he would also get with Councilwoman Woods, and he just have to find out if the stage is available for that date.

Mr. K-9 said it was available before Mr. Doug left and he said he has his receipts. He said he spoke with Mr. Ray a few minutes and he told him they would meet in the morning at nine. He said Mr. Ray said the stage should be torn down and half it is already gone.

Mayor Ellis said he would circle back with Ms. Woods and Mr. Ray about what they discussed.

(4.) Ms. Alandra Conner, 1007 South 4th Street, stated on August 3rd three of her relatives were with an adult while she was door dashing at the Days Inn on Frontage. She said while she was delivering the food there was a man sitting in his room with the window open and he exposed himself to three little girls. She said she went to the room where the man was and called the police. He further stated the girls were questioned and the police questioned the guy, and he denied all the allegations. She said he was not arrested, and the police asked if he wanted to press charges against her for holding him in the door until the police arrived. She said in this situation she feels they failed to protect those children, and she is asking for help.

Mr. Muhammad wanted to know if she has the police report.

Ms. Conner said she was not able to obtain the report because she wasn't the one with the girls at the time. She said the next day he was arrested but that was because he refused to leave out of another residents room.

(5.) Ms. Kenya Roberson, NELA Black Chamber of Commerce, thanked Ms. Woods, Mr. McFarland, and Mr. Muhammad for their assistance, visibility, and financial contribution really helped. She said they were able to serve 602 students with back to school supplies, feed them, and they had resource booths as well. She said they also served 332 adults, grandparents, and guardians

and she appreciated them all. She thanked the City of Monroe for publishing the information as well as and put it viewable. On another note, she said there are tables and seats available August 29th for corpconnect at the City. She said this is an opportunity for businesses within the community and parishes that we serve to be able to network and get information. She said on August 31st they will launch their second year for the Youth Entrepreneur Academy program which consist of high school students and completely free. She asked the Council and the Mayor to give recommendations of some students. She said they feed and transport them for free. She said she is asking the community if they have youth they will be more than happy to nurture them for the year.

(6.) Ms. Monica Brown, 2503 Marlin Ct., said she was home watching, and she learned something tonight that she should be present more than watching from home. She said the resolution for Department of Heads she would suggest to the Council that sixty days is not longer to elect a Department Head. She noted were Civil Service involved there are posting time, testing that has to take place, and the selection process begins. She said for a department that is disruptive to play musical chairs for an interim every sixty days and a department going through a transition of their leader leaving or retiring. She said she is speaking as a citizen and also as a member of the Monroe Fire Department who have a wonderful interim. She said getting use to one and then switching to another one she doesn't appreciate.

Ms. Woods noted what has been taken under consideration is the state laws for Civil Service and the Council understands for that particular position it can take up to six months, that's not applicable with what this resolution is saying. She said they will observe all Civil Service rules, laws, etc., when it comes to fire and police.

Ms. Brown stated they weren't made aware of that and if she had known she would not drove to City Hall.

Ms. Woods noted you don't get the background information.

Ms. Brown said maybe they should.

Ms. Woods said it is available online.

(7.) Ms. Marie Brown, 1002 South 5th Street, said she was listening to Ms. Massey, and we need to realize there are new laws on the books. She said only the fire department and another organization can standout and collect money now. She said it is against the law to panhandle and the City needs to be mindful of that and see what we can do to truly help our children. She said they will continue to allow people to do things then when they decide to start arresting people our children are the ones that will suffer.

McFarland noted Ms. Monica Brown comments about the resolution was a good observation, but the Council need to make sure that the public know the details of everything the Council vote on is online.

Ms. Brown said she has the packet, but she didn't read that, but the Council should have should Civil Service excluded, and she would not have come.

There being no further business to come before the council, the meeting was adjourned at 7:45 p.m., upon motion of Mr. McFarland and it was seconded by Mr. Harvey.

Ms. Juanita G. Woods

Chairman

Ms. Carolus S. Riley

Council Clerk

Ms. Ileana Murray

Staff Secretary

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



MEMO

DATE: August 20, 2024, 2024
TO: CAROLUS RILEY
FROM: LEAH ARNOLD
RE: CONDEMNATION FOR CITY COUNCIL ON AUGUST 27, 2024

Please place the following condemnation on the agenda for the City Council on August 27, 2024.

1. 1704 MILLHAVEN RD (D3) – OWNER- Gerald Coleman, ET AL

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING FRANZ HILL TO THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII of the Articles of Incorporation of the Interstate 20 Economic Development Corporation (I-20 EDC) permits each Councilmember to appoint a member to I-20 EDC Board of Directors;

WHEREAS, because the term of office for all members of the I-20 EDC are coterminous with that of the Mayor of the City of Monroe, the term of office for all previous Board members has expired; and

WHEREAS, Councilwoman Juanita Woods desires to appoint Franz Hill to serve as the District 3 representative on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Franz Hill be, and is hereby, appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the member appointed by Councilwoman Juanita Woods.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING THE APPOINTMENT OF KARENT GANT TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.

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

WHEREAS, there is currently a vacancy on the Monroe Planning Commission due to the expiration of a term, and the Monroe City Council desires to appoint Karent Gant, a resident of the City of Monroe, for a five-year term beginning August 28, 2024, and ending August 27, 2029;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Karen Gant, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term beginning August 28, 2024, and ending August 27, 2029.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING MARTIN LITWIN TO THE MONROE BOARD OF ADJUSTMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, City of Monroe Code Section 37-2 and La. R.S. 33:4727, *et seq*, permit the Monroe City Council to appoint the members of the Monroe Board of Adjustment;

WHEREAS, there is currently a vacancy on the Monroe Board of Adjustment due to the resignation of Robert L. Smith, who was appointed to a five-year term beginning January 25, 2022, and ending January 24, 2027;

WHEREAS, the Monroe City Council desires to appoint Martin Litwin, a landowner and qualified voter within the City of Monroe, to fill the unexpired term of Robert L. Smith ending January 24, 2027;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Martin Litwin, be, and is hereby, appointed as a member of the Monroe Board of Adjustment to fill the unexpired term ending January 24, 2027.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING CHRISANCIO "CHEE-CHEE" JACKSON TO THE MONROE BOARD OF ADJUSTMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, City of Monroe Code Section 37-2 and La. R.S. 33:4727, *et seq*, permit Monroe City Council to appoint the members of the Monroe Board of Adjustment;

WHEREAS, there is currently a vacancy on the Monroe Board of Adjustment due to the expiration of a term, and the Monroe City Council desires to appoint Chresancio "Chee-Chee" Jackson, a landowner and qualified voter within the City of Monroe, for a five-year term beginning August 28, 2024, and ending August 27, 2029;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Chresancio "Chee-Chee" Jackson, be, and is hereby, appointed as a member of the Monroe Board of Adjustment for a five-year term beginning August 28, 2024, and ending August 27, 2029.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPOINTING DR. CRAIG S. TURNER, SR. TO THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII of the Articles of Incorporation of the Interstate 20 Economic Development Corporation (I-20 EDC) permits each Councilmember to appoint a member to I-20 EDC Board of Directors;

WHEREAS, because the term of office for all members of the I-20 EDC are coterminous with that of the Mayor of the City of Monroe, the term of office for all previous Board members has expired; and

WHEREAS, Councilman Verbon Muhammad, Sr. desires to appoint Dr. Craig S. Turner, Sr. to serve as the District 5 representative on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Dr. Craig S. Turner, Sr, be, and is hereby, appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the member appointed by Councilman Verbon Muhammad, Sr.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF REV. IKE BYRD, III AS COMMUNITY AFFAIRS DIRECTOR AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Mayor notified the Monroe City Council of the appointment Rev. Ike Byrd, III as Community Affairs Director for the City of Monroe on August 21, 2024;

WHEREAS, under Section 4-01 of the Monroe City Charter, the appointment of all heads of department are subject to confirmation by the Council; and

WHEREAS, in accordance with Section 7-10 of the Monroe City Charter, the Council desires to act on the matter of confirmation and to confirm the appointment of Rev. Ike Byrd, III as Community Affairs Director for the City of Monroe.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the appointment of Rev. Ike Byrd, III as Community Affairs Director is hereby confirmed.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

State of Louisiana

City of Monroe

No. _____

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CITY OF MONROE FOR A CHARITY GOLF TOURNAMENT (THE MAYOR'S CUP) PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, "The Mayor's Cup-Charity Golf Tournament" hosted at the Chennault Park Golf Course, scheduled for Friday, September 13, 2024 from 1pm until 6pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of City of Monroe, Louisiana, in legal session convened, that the City of Monroe, be and is hereby granted a permit for a special event, "The Mayor's Cup-Charity Golf Tournament" hosted at the Chennault Park Golf Course, scheduled for Friday, September 13, 2024 from 1pm until 6pm. The security and crowd control is being coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Mayor's Cup Golf Tournament

Sir,

The Mayor's Cup Golf Tournament will be held on Friday, September 13, 2024. It will be held at the Chennault Park Golf Course. The tournament is scheduled from 1:00 – 6:00 p.m. They plan on 100 participants for the event. Alcohol will be consumed at this event. A no objection letter is being generated for the event. It will be placed on the city council's agenda for the open container exemption letter.

Respectfully submitted,
Cpl. Heckard

A large, stylized signature in a grey, textured font, appearing to be the name "Kwasic Heckard". The signature is written in a cursive-like style with thick, dark strokes.



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 20, 2024

To Whom It May Concern:

It is my understanding that the City of Monroe will be hosting an event, "Mayor's Cup Charity Golf Tournament" on Friday, September 13, 2024, from 1:00pm to 6:00pm. The event will be held at Chennault Park Golf Course, located at 8475 Millhaven Road, Monroe, Louisiana, 71203. Alcohol will be served at the event.

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

Sincerely,

Friday Ellis
Mayor

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO DAMON WILLIAMS DBA DOC CHILLY(FIRST SUNDAY AT THE ZOO-MUSIC FESTIVAL) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Damon Williams dba Doc Chilly applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "First Sunday at the Zoo" Music Festival, scheduled for Sunday, September 1st, 2024 at the La Purchase Gardens & Zoo Pavilion. The exception is from 4:00 p.m. until 9:00 p.m., there will be off duty officers;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Damon Williams dba Doc Chilly be and is hereby granted a permit for a special event, "First Sunday at the Zoo" Music Festival, scheduled for Sunday, September 1st, 2024 at the La Purchase Gardens & Zoo. The exception is from 4:00 p.m. until 9:00 p.m. and there will be security present during this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Music Festival

Sir,

Damon Williams with Doc Chilly Productions is hosting a Music Festival at the Louisiana Purchase Gardens & Zoo. This event will be held on Sunday, September 1, 2024, in the pavilion on the property of the zoo. The event is scheduled from 4:00-9:00 p.m. Alcohol will be consumed at this event. The approximate number of attendees is 100. This event will need to be placed on the city council's agenda for the open container exemption letter. This will allow alcohol to be consumed on the property of the zoo. He will hire 2 off-duty officers to work this event.

Respectfully submitted,
Cpl. Heckard





FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 21, 2024

To Whom It May Concern:

It is my understanding that Damon Williams d/b/a Doc Chilly will be hosting an event, "First Sunday at the Zoo," on September 1, 2024, from 4:00pm to 9:00pm. The event will be held under the Zoo Pavilion at Louisiana Purchase Gardens and Zoo, located at 1405 Bernstein Park Rd., Monroe, Louisiana 71201. Alcohol will be present at the event.

Damon Williams will apply for the required special event permits. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor

Policy Number: EH-771324-L315/U35

CG 20 26 (Ed. 04/13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>City of Monroe 1405 Bernstein Park Dr Monroe, LA 71202</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



ADMINISTRATION
Tax & Revenue

0912324

25000

PO BOX 123
Monroe, LA 71201-0123
office: 318-329-2200
fax 318-329-2280

Occupational License Affidavit Application

STATE OF LOUISIANA * PARISH OF OUACHITA * CITY OF MONROE
Submitted to City of Monroe, State of Louisiana
316 Breard Street Monroe La 71201
P.O. Box 123 Monroe, La 71210
Phone (318)-329-2220 Fax (318)-329-2362

Date of Application 29 July 24		Planned Start Date SEP 1, 2024	
New Business Name (DBA)			
Legal Name of Business Doc Chilly Presents..			
Physical Address 102 Whippoorwill Dr.			
City Monroe	State La.	Zip Code 71203	Business Phone Number 318 348-8896
Mailing Address (if different from physical address)			
City	State La.	Zip Code 7	Business Phone Number
E-mail Address doc-chilly@yaho.com			
Type of Business: Individual <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/>			
Primary Business Activity: Music Festivals			
Estimated Sales for Balance of the Year: \$ 500			
Owner's Name Dama Williams			
Mailing Address 102 Whippoorwill Dr.			
City Monroe, LA 712	State La.	Zip Code 71203	Phone# (318) 348-8896
E-mail Address doc-chilly@yaho.com		Driver's License Number 6189957	
The Total Gross Receipts Amount (actual or estimated) for the remainder of the year			\$

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE.

License must be renewed by the last day of February each year with interest & penalty of 6 1/4% per month starting March 1st and continuing until license is paid. Businesses not paid up by July 1st, will be ordered to cease operations.
REMIT & MAKE CHECKS PAYABLE TO CITY OF MONROE AND REMIT TO TAXATION AND REVENUE, PO BOX 123, MONROE, LA 71210-0123

Signature of Applicant or Representative of Applicant

CEO
Title

29 July 24
Date of Signature

APPLICATION MUST BE SIGNED AND DATED BY A NOTARY BEFORE SUBMITTING

Sworn To and Subscribed Before Me This _____ Day of _____

Notary Public

Zoo Pavilion After Hours
Rental Agreement

Organization: Doc Chilly Presents...
Contact person: Damon Williams
Phone number: (318) 348-8846
Event: 1st Sundays at The Zoo

Rental Date: 1 Sep 24
Rental Fee: \$300
After hour's fee \$ 300⁰⁰
Fax: _____

Terms of Rental:

Damon Williams ^{DAHA} Doc Chilly Presents entered into an agreement with the Louisiana Purchase Gardens and Zoo to rent the Zoo Pavilion, on 1 Sep 24 from 4 pm to 9 pm. The party will be authorized to use the zoo pavilion only. If the agreed party decides to enter the zoo, they will be charged a group rate of \$4.50 for adults and \$3.00 for children. The zoo also has boat and train rides for an additional charge of \$3.00 per person, tickets can be purchased at the admission window. A non-refundable deposit of \$50.00 is required to reserve the zoo pavilion. The balance of \$ 550⁰⁰ is due at least (1) week before your event.

The City of Monroe, the Louisiana Purchase Gardens and Zoo has entered into an agreement to rent the Zoo Pavilion to the agreed party. We will provide a reasonable amount of set up and clean up for this event.

NO BALLOONS, LIDS, STRAWS, BALLS, PETS, SKATEBOARDS, BICYCLES OR SCOOTERS ARE ALLOWED
IN THE PAVILION OR ZOO

Additional payment and documents needed for the rental after 5:00 pm

All this information will be needed before you can host your event

1. Additional fee of \$300.00 for after hours.
2. Contract for 2 uniform police officers for the duration of your event.
3. \$1 million dollar insurance contract is required
4. Special event permit is required also
5. Open container permit is required to have alcohol on the premises

Damon Williams ^{Doc Chilly Presents}
Organization Representative
Mimi Callers
Zoo Representative

30 July 24
Date
7-30-24
Date

ALCOHOL ADDENDUM AND LIABILITY WAIVER

Organization: Doc Chilly Presents
Contact: Damon Williams; (318) 348-8846
Event: First Sundays at the Zoo
Event Date: 09/01/2024


In addition to the terms and conditions of the Zoo After Hours Rental Agreement, and in exchange for being allowed to host this event as a "Bring Your Own Bottle" ("BYOB") event, the Organization agrees to abide by the following terms and conditions:

1. Organization must obtain an open container permit and special event permit, if applicable, to have alcohol on the premises.
2. Organization shall maintain insurance for the event in the amount of \$1,000,000.00.
3. Organization will not serve, furnish, or sell, and will not permit any person, vendor, or other organization to serve furnish, or sell, intoxicating beverages of either high or low alcoholic content at the event.
4. Organization will only permit attendees or invitees to consume intoxicating beverages of either high or low alcoholic content from their own stores and will not permit any attendee or invitee to barter, sell, trade, gift, or otherwise provide alcohol to other attendees or invitees. Invitees or attendees may not be allowed to bring any "homebrew" drinks or pre-made mixed drinks on the premises.
5. Alcohol may only be consumed in the Zoo Pavilion rental area. Alcohol may not be consumed in any other location at the Louisiana Purchase Gardens & Zoo, including the Zoo grounds or parking lots. It is illegal to possess or consume alcoholic beverages in Charles H. Johnson Children's Park.
6. Alcohol may only be consumed by persons over the age for the lawful purchase of alcohol. **Organization will not permit any minors to consume alcohol on the premises.**
7. Organization shall be responsible for the conduct of the event's attendees and invitees and will not allow any disorderly, unruly, disruptive, or disturbing conduct to occur on the premises. Intoxicated attendees and invitees shall not be permitted to enter the Louisiana Purchase Gardens & Zoo.
8. Organization shall solely be responsible for all damages caused by its members, guests, invitees, attendees, patrons, or any other person associated with the event or Organization, including damages to property, animals, or persons. Organization shall promptly, without demand, pay for and remediate any such damages.
9. Organization agrees to defend, indemnify, and hold harmless the City of Monroe, its officials, employees, agents, and insurers, and their respective successors or assigns, from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, whether or not involving a claim by a third party, including but not limited to reasonable attorneys' fees and costs, actually or allegedly, directly or indirectly, arising out of related to (1) the event, (2) the consumption of alcohol at the event, and (3) any injury suffered on or off the premises, including wrongful death and property damage, because of the intoxication of a person who consumed intoxicating beverages at or in connection with the event. The obligation to defend and indemnify provided for in this section shall be construed broadly and shall extend to any claims by


any person, including such person consuming intoxicating beverages or to any other person or to any estate, successors, or survivors.

10. Failure to abide by any of the terms and conditions set forth in this addendum shall constitute a breach of agreement. In the event of such breach, the City may elect any, some, or all of the following remedies, at its sole discretion, immediately upon such breach: 1) cancel the event and order all persons to leave the premises, without any recourse by Organization; 2) bar Organization from hosting future events in the City; 3) seek to enforce this agreement; or 4) seek damages or other relief in accordance with law. These remedies are non-exclusive, and the City retains the right to seek all relief available to it under the law.

11. All persons who violate any applicable laws, including laws related to the consumption of alcohol, shall be subject to arrest and prosecution. In addition to any other remedies, the City reserves the right to remove or bar any person or organization who violates the law or any provision of this agreement.



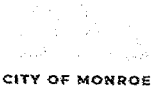
Organization



City Representative

9 Aug 24
Date

8/9/24
Date



ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Morgan McCallister, P.E., City Engineer

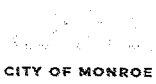
Date: August 27, 2024

The City of Monroe Purchasing Division requests authorization for an authorized City representative to advertise for bids for the Desiard St. Improvements (S. Grand St. to North 6th St.) Phase II. The engineer's estimate is \$4,539,767.28. The DBE goal is 15% and the source of funds is the Downtown Economic Development District.

Sincerely,

A handwritten signature in cursive script that reads "Curt Kelly".

Curt Kelly
Director of Purchasing



ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Morgan McCallister, P.E., City Engineer

Date: August 27, 2024

The City of Monroe Purchasing Division requests authorization for an authorized City representative to advertise for bids for the Barbados Blvd Pavement & Drainage Repairs. The engineer's estimate is \$1,233,060.00. The DBE goal is 15%, and the capital infrastructure funds are the source of funds.

Sincerely,

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

Curt Kelly
Director of Purchasing

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR AND ACCEPT GRANT FUNDING THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) "OLDER ADULT HOME MODIFICATION" GRANT PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City, as a participating jurisdiction in the HUD Community Development Program, is awarded Community Development Block Grant ("CDBG") funds to support housing and community development activities that benefit low to moderate income individuals/communities;

WHEREAS, the Older Adult Home Modification Program is designed to assist local governments in undertaking comprehensive programs that make safety and functional home modifications and repairs and renovations to meet the needs of low-income seniors and seeks to enable low-income elderly persons to remain in their homes through low-cost, low barrier, high impact home modifications to reduce older adults' risk of falling, improve general safety, increase accessibility, and to improve their functional abilities in their home;

WHEREAS, the City seeks to participate in and implement an Older Adult Home Modification Grant Program within its jurisdiction and desires to apply for up to \$1,250,000.00 in grant funds from the HUD Older Adult Home Modification Grant Program;

WHEREAS, while matching funds are not required to participate in the grant program, the City desires to commit up to a 15% funding match (\$187,500.00) from funds already allocated for housing projects through Planning and Urban Development to leverage existing dollars to enhance the City's application for participation in the HUD Older Adult Home Modification Grant Program.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis, on behalf of the City of Monroe, is authorized apply for the HUD Older Adult Home Modification Grant Program, to commit matching funds of up to 15% to support such application, and to accept any grant funds awarded thereunder; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute any and all documents related to the submission or acceptance of grant funds for the Older Adult Home Modification Grant Program from the US Department of Housing and Urban Development.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

CC Mtg

Older Adult Home Modification Grant Program

The overall purpose of the Older Adult Home Modification Program (OAHMP) is to assist experienced nonprofit organizations, state and local governments, and public housing authorities in undertaking comprehensive programs that make safety and functional home modifications repairs and renovations to meet the needs of low-income seniors. The goal of the home modification program is to enable low-income elderly persons to remain in their homes through low-cost, low barrier, high impact home modifications to reduce older adults' risk of falling, improve general safety, increase accessibility, and to improve their functional abilities in their home. This will enable older adults to remain in their homes, that is, to "age in place," rather than move to nursing homes or other assisted care facilities.

The NOFO establishes a program model that incorporates two core concepts: first, as people age, their needs change, and they may need adaptations to their physical environment to live safely at home; second, for any intervention to have the highest impact, the individual's personal goals and needs must be a driver in determining the actual intervention.

The OAHMP model focuses on low-cost, high-impact home modifications. Examples of these home modifications include installation of grab bars, railings, and lever-handled doorknobs and faucets, as well as the installation of adaptive equipment, such as temporary ramp, tub/shower transfer bench, handheld shower head, raised toilet seat, risers for chairs and sofas, and non-slip strips for tub/shower or stairs. The OAHMP model primarily relies on the expertise of a licensed Occupational Therapist (OT) to ensure that the home modification addresses the client's specific goals and needs and promotes their full participation in daily life activities. The OT is trained to evaluate clients' functional abilities and the home environment and has knowledge of the range of low-cost, high-impact environmental modifications and adaptive equipment used to optimize the home environment and increase independence. To help maximize the breadth of the program, the OAHMP also supports using licensed OT Assistants and Certified Aging-in-Place Specialists whose work under the grant is overseen by licensed OTs. The OAHMP model also encourages a person-centered approach that motivates and supports older adults as they identify their goals and learn to function safely in their home.

Services made available under this NOFO must be for the benefit of eligible low-income senior homeowners and renters who are at least 62 years old for work within their primary residence. Because of the vulnerable nature of the persons served, awardees of an OAHMP grant are highly encouraged to ensure that the processes employed to qualify projects for home modifications avoid the potential for project implementation delays. One example of potential delay is enrolling a beneficiary whose home requires modifications beyond what HUD defines as maintenance. Proposed projects involving repair or rehabilitation above the maintenance level require an environmental review, either by the grant recipient (if a state, unit of general local government, or Native American tribe), a non-recipient Responsible Entity (state, unit of general local government, or Native American tribe), or by HUD.

CC Mtg

Funding

Estimated Total Funding: \$30,520,367

Minimum Award Amount: \$500,000

Maximum Award Amount: \$1,250,000

Deadline Date: September 2024

Partners: Community-based Organizations, Council On Aging, Senior Serving Organizations, Healthcare Providers, Workforce Board – Job Center, Health Department, United Way, etc

Match Required: NO Leverage dollars up to 15% for extra points

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR AND ACCEPT GRANT FUNDING THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) "HEALTHY HOMES PRODUCTION" GRANT PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City, as a participating jurisdiction in the HUD Community Development Program, is awarded Community Development Block Grant ("CDBG") funds to support housing and community development activities that benefit low to moderate income individuals/communities;

WHEREAS, the HUD Healthy Homes Production Grant Program takes a comprehensive approach to addressing multiple childhood diseases and injuries in the home by focusing on housing-related hazards in a coordinated fashion, rather than addressing a single hazard at a time, and builds upon the Lead Hazard Program to expand efforts to address a variety of high-priority environmental and safety hazards;

WHEREAS, the City seeks to participate in and implement an Healthy Homes Production Grant Program within its jurisdiction and desires to apply for up to \$2,000,000.00 in grant funds from the HUD Healthy Homes Production Grant Program;

WHEREAS, while matching funds are not required to participate in the grant program, the City desires to commit up to a 15% funding match (\$300,00.00) from funds already allocated for housing projects through Planning and Urban Development to leverage existing dollars to enhance the City's application for participation in the HUD Healthy Homes Production Grant Program.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis, on behalf of the City of Monroe, is authorized to apply for the HUD Healthy Homes Production Grant Program, to commit matching funds of up to 15% to support such application, and to accept any grant funds awarded thereunder; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute any and all documents related to the submission or acceptance of grant funds for the Healthy Homes Production Grant Program from the US Department of Housing and Urban Development.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

Healthy Homes Production Grant

The Healthy Homes Production Program (HHP) is part of HUD's overall Healthy Homes Initiative launched in 1999. The program takes a comprehensive approach to addressing multiple childhood diseases and injuries in the home by focusing on housing-related hazards in a coordinated fashion, rather than addressing a single hazard at a time. The program builds upon HUD's successful Lead Hazard Control programs to expand the Department's efforts to address a variety of high-priority environmental health and safety hazards.

Applicants receiving a Healthy Homes Production Award will be expected to accomplish the following objectives:

- Maximize both the number of vulnerable residents protected from housing-related environmental health and safety hazards and the number of housing units where these hazards are controlled;
- Identify and remediate housing-related health and safety hazards in privately owned, low-income rental and/or owner-occupied housing, especially in units and/or buildings where families with children, older adults 62 years and older, or families with persons with disabilities reside;
- Promote cost-effective and efficient healthy home methods and approaches that can be replicated and sustained;
- Support public education and outreach that furthers the goal of protecting children and other vulnerable populations from housing-related health and safety hazards;
- Build local capacity to operate sustainable programs that will prevent and control housing-related environmental health and safety hazards in low- and very low-income residences, and develop a professional workforce that is trained in healthy homes assessment and principles;
- Promote integration of this grant program with housing rehabilitation, property maintenance, weatherization, healthy homes initiatives, local lead-based paint hazard control programs, health and safety programs, and energy efficiency improvement activities and programs;
- Build and enhance partner resources to develop the most cost-effective methods for identifying and controlling key housing-related environmental health and safety hazards;
- Promote collaboration, data sharing, and targeting between health and housing departments;
- Ensure to the greatest extent feasible that job training, employment, contracting, and other economic opportunities generated by this grant will be directed to low- and very-low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons in the area in which the project is located. For more information, see 24 CFR 135 (Section 3);

CC Mtg

- Further environmental justice, the fair treatment, and meaningful involvement of all people within the target communities regardless of race, color, national origin, disability, religion, sex (including sexual orientation and gender identify), familial status or income regarding the development, implementation, and enforcement of environmental laws, regulations, and policies; k. Comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and its implementing regulations at 24 CFR part 8, as well as Titles II and III of the Americans with Disabilities Act when applicable. Each of these prohibits discrimination based on disability.
- In addition to these requirements, recipients have an obligation to comply with the Fair Housing Act, including the obligation to affirmatively further fair housing, and Title VI of the Civil Rights Act of 1964.

Funding

Estimated Total Funding: \$40,000,000

Minimum Award Amount: \$1,000,000

Maximum Award Amount: \$2,000,000

Deadline Date: September 3, 2024

Partners: Community-based Organizations, School District, Economic Development Organizations, Healthcare Providers, Workforce Board – Job Center, Health Department, United Way

Match Required: NO

Leverage dollars up to 15% for extra points

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND LAFOURCHE PARISH GOVERNMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R.S. 33:1324 provides that any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking;

WHEREAS, Lafourche Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Lafourche Parish Government;

WHEREAS, Lafourche Parish Government and the City of Monroe wish to memorialize an arrangement to grant the right of use of Emily P. Robinson Community Center, Powell Street Community Center and Harvey Benoit Recreation Center owned by the City of Monroe, as an emergency shelter in the event of a mandatory evacuation of Lafourche Parish; and

WHEREAS, Lafourche Parish Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to enter into and execute the attached Memorandum of Understanding by and between the Parish of Lafourche and City of Monroe.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PARISH OF LAFOURCHE
AND
CITY OF MONROE**

This Agreement is entered into on the dates set forth herein by and between:

PARISH OF LAFOURCHE (“PARISH”), a political subdivision of the State of Louisiana, herein represented by Archie Chaisson, III, Parish President; and,

CITY OF MONROE, LOUISIANA (“City”), a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, Friday Ellis.

WHEREAS, La. R.S. 33:1324 provides that any parish or political subdivision of the state may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, PARISH, through its Parish President, during an emergency event in the parish, is empowered to take the steps and measures necessary to protect the lives and property of the citizens of Lafourche Parish; and,

WHEREAS, PARISH and the City wish to memorialize an agreement to grant the right to use Emily Parker Robinson Community Center, Powell Street Community Center and Harvey H. Benoit Community Center as emergency shelters in the event of a mandatory evacuation of the Parish of Lafourche; and,

WHEREAS, PARISH and the City find that entering into this Memorandum of Understanding will serve a public safety purpose and have a public benefit; and,

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties, that:

1. City Responsibilities

Upon declaration of a public emergency and mandatory evacuation in Lafourche Parish as a result of a Category 3, 4, or 5 hurricane in the Gulf of Mexico, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Lafourche Parish, the City grants to PARISH the right to use the following community centers as necessary to provide shelter for 750 Lafourche Parish citizens/residents up to the maximum stated capacity for each center contained in Addendum No. 1 (subject to any additional capacity limitations or capacity determinations established by the Fire Chief of the City of Monroe) during and in the aftermath of the Category 3, 4, or 5 hurricane, or

any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Lafourche Parish:

A. Emily Parker Robinson Community Center

3504 Jackson Street
Monroe, LA 71202
Tel: (318) 329-3238
Fax: (318) 329-2872

B. Powell Street Community Center

1401 Powell Avenue
Monroe, LA 71203
Tel: (318) 329-2449
Fax: (318) 329-2535

C. Harvey H. Benoit Community Center

1700 Oaklawn Drive
Monroe, LA 71202
Tel: (318) 329-2691
Fax: (318) 329-2888

The fees for the use of each community center are set forth in Addendum No. 2 to this agreement.

2. PARISH Responsibilities

If a public emergency and evacuation is declared in Lafourche Parish and PARISH intends to exercise its right of use under this agreement as a result of a Category 3, 4, or 5 hurricane, or any other publicly declared natural disaster or emergency that requires the mandatory evacuation of more than fifty percent (50%) of the population of Lafourche Parish, the Parish President, or their designee, shall provide at least 48-hours' notice to the City prior to the arrival of any Lafourche Parish citizens/residents in the City. The Parish President, or their designee, shall contact: the Mayor's Office [Tel: (318) 329-2310; Fax: (318) 329-3300]; the Director of Community Affairs [Tel: (318) 329-2290; Fax: (318) 329-2288]; and the Director of Parks and Recreation [Tel: (318) 329-2523; Fax: (318) 329-2888]. The Parish President, or their designee, shall inform the City of: the date of the declaration and evacuation order, and provide a copy of said orders; the expected number of Lafourche Parish evacuees that will be traveling to the City; an estimate of the allowable household pets accompanying the evacuees; which community centers will be needed for use; and an estimate of the period of time the City's facilities are expected to be needed, which shall be updated weekly.

3. Consideration and Payment

The City shall not be responsible for nor be held liable for the expenses involved in providing the use of its community centers to PARISH. PARISH shall be solely responsible for all expenses incurred in using the community center(s) and shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that any community center(s) is being used by PARISH under this agreement. PARISH also accepts responsibility for and agrees to indemnify and reimburse the City for all damages to the community center(s) caused by or attributable to PARISH's use of the facilities and the actual cost of all necessary repairs for such damage.

PARISH is solely responsible for the safety, security, and care of Lafourche Parish evacuees sheltering in a City community center and shall be solely responsible for securing, providing, and the cost of all necessary food, toiletries, clothing, supplies, first aid or medical supplies, transportation, and all other necessary items for the care of PARISH evacuees. The City may, at its sole option and upon request by PARISH, provide items from its inventories or stores to assist with the care of PARISH evacuees, but PARISH shall be required to reimburse the City for the actual cost of any materials, supplies, or equipment belonging to the City that are used or consumed during the period that the community centers are being used by PARISH under this agreement.

Access to the community center(s) shall be provided by the Mayor of the City of Monroe, who may appoint a designee(s) to unlock, monitor, and oversee the use of the community center(s) by PARISH under this agreement. PARISH shall be responsible for overtime pay for all reasonable, required overtime for City employees necessary for proper operation of the shelter during PARISH's use of the facilities. PARISH shall also be responsible for overtime for security staff from the City of Monroe Police Department which is deemed necessary by the Police Chief of the City of Monroe. The City will be responsible for all time sheets and documentation of hours worked, which shall be sent to PARISH upon request for reimbursement purposes.

The City shall submit a monthly invoice with a breakdown of expenses and costs, including the rental fees set forth in Addendum No. 2 to this agreement, to Parish of Lafourche, Office of Homeland Security Emergency Preparedness for approval: Attention Director of LOHSEP, Post Office Box 425, Mathews, LA 70375. The City shall submit a final invoice of costs, expenses, and fees no later than ninety (90) days after PARISH discontinues use of the community center(s). The City, at its sole option, may submit separate invoices for the actual costs of any damage and/or necessary repairs caused by or attributable to PARISH's use of the community center(s). PARISH shall remit payment on the invoices no later than thirty (30) days after receipt.

If necessary and desired by PARISH, PARISH shall be solely responsible for the installation and provision of adequate facilities, including shower and laundry facilities, and for providing generators in case of power failure at the community centers. If installation of these facilities or equipment is provided by the City, at the request of PARISH, PARISH shall reimburse the City for any and all expenses and actual costs associated with the installation and use of this

equipment. Any facilities installed shall comply with all federal, state, and local laws, codes, and regulations and must be approved by the City prior to installation.

4. Indemnification

To the fullest extent permitted by law, PARISH shall protect, defend, indemnify, save and hold harmless the City, including its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, losses, suits, cost, actions, fines, penalties, and liability, whether actual or alleged, arising out of or resulting from injury, sickness, disease or death to any person or the damage, loss, expense or destruction of any property, including loss of use resulting there from, which may occur, be caused by, or in any way resulting from any actual or alleged act, omission, negligence, misconduct, or strict liability of PARISH, its agents, its sub-contractors, partners, servants, officers, employees, volunteers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, related to the performance or nonperformance of the contract herein entered into, including any and all cost, fines, penalties, expense and/or attorney fees, including but not limited to expert witness fees, incurred by the City, all its elected and appointed officials, Departments, Divisions, Agencies, Councils, Boards and Commissions, Districts, officers, agents, servants and employees, including volunteers, as a result of any such claims, demands and/or causes of action including any costs associated with the enforcement of this indemnity provision except those arising out of the sole negligence of City, Boards and Commissions, their officers, agents, servants and employees, including volunteers and without, however, waiving any governmental immunity available to PARISH under Louisiana law, including the Louisiana Homeland Security and Emergency Assistance and Disaster Act, and without waiving any defenses of the parties hereto.

5. Termination

This Agreement shall be terminated under any or all the following conditions:

- A. By written mutual agreement and consent of the parties hereto;
- B. By PARISH or the City for cause with ninety (90) days' written notice to the other party stating the reason for such cause. Such cause may include the failure of either party to comply with the terms and conditions of this agreement in a satisfactory manner, with allowance being made for circumstances beyond the control of the parties.
- C. Either PARISH or the City may terminate this agreement with stated cause with ninety (90) days written notice.
- D. In the event of default by either PARISH or the City, the other party shall have all rights and remedies afforded to it at law or in equity to recover

damages and interpret, or enforce, the terms of the MOU. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

6. Cancellation Charges

The City reserves the right to charge PARISH cancellation costs in the event a previously contracted and scheduled program at Emily Parker Robinson Community Center, Powell Street Community Center, or Harvey H. Benoit Community Center requires cancellation due to the use of the facility as an emergency shelter. These cancellation costs will include any amounts already expended by the community center(s) as required by the cancelled contract and the cost of providing any refunds under the contract. PARISH shall not be responsible for lost revenues associated with its use of the community center(s).

7. Inspection

The City shall allow PARISH to pre-inspect the entire community center(s) and its facilities to establish its condition prior to occupancy and use by PARISH. PARISH shall return the community center(s) it uses in substantially the same condition as it was received by PARISH.

The City additionally grants PARISH the right to use portions of the Monroe Civic Center Campus to house up to a maximum of 50 evacuated domestic household pets from Lafourche Parish pursuant to the same terms set forth above. Animal care shall be provided by the owners and/or a volunteer agency. The precise location where animals will be housed will be determined at the sole discretion of the Monroe Civic Center Director.

8. Insurance

PARISH shall provide and maintain a minimum of \$1,000,000.00 in insurance covering all general risks and damages to the community centers, Civic Center, employees, and guests, naming the City of Monroe as an additional insured. PARISH shall provide evidence of said insurance by presenting a certificate of insurance to the City of Monroe prior to using the community center(s). PARISH is required to comply with all insurance requirements set forth in this agreement and Addendum No. 2 to this agreement.

9. Term

This agreement shall remain in effect from the date of execution by the last signing party until **December 31, 2027**, subject to written amendment upon mutual consent.

10. Compliance with Laws

The parties hereto, and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances while performing under this agreement.

11. Choice of Law

This agreement shall be governed by Louisiana law and the provisions of this agreement shall be enforced and brought in the Fourth Judicial District Court, Ouachita Parish, Louisiana.

12. Severability

In case anyone or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement. The provisions of this agreement are therefore deemed to be severable.

13. Amendment

No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties.

14. No Waiver

The failure of PARISH or the City to enforce any of the terms of this agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this _____ day of _____, 2024, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

PARISH OF LAFOURCHE

Print Name: _____

BY: _____
Archie Chaisson, III, Parish President

Print Name: _____

Notary Public

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on this _____ day of _____, 2024, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

CITY OF MONROE, LOUISIANA

Print Name: _____

BY: _____
Friday Ellis, Mayor

Print Name: _____

Notary Public

Addendum No. 1

The following tables establish the maximum shelter capacity for Emily Parker Robinson Community Center, Powell Street Community Center and Harvey H. Benoit Community Center based on the shelter need and/or expected duration of evacuation. These capacities have been established by the Monroe Fire Department:

Emily Parker Robinson Community Center (9,035 sq. ft.)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1505
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	299 (No Sprinkler)
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	299 (No Sprinkler)
Extended Long-Term Shelter	More than 36 hours	40 sq. ft.	225

Powell Street Community Center (8,496 sq. ft.)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1416
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	299 (No Sprinkler)
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	299 (No Sprinkler)
Extended Long-Term Shelter	More than 36 hours	40 sq. ft.	212

Harvey H. Benoit Community Center (10,148 sq. ft.)

Shelter Type	Duration	Sq. Ft. Per Person	Maximum Capacity
Temporary Shelter	Less than 2 hours	6 sq. ft. (sitting)	1691
Short Term Shelter	2 hours – 12 hours (Not Overnight)	10 sq. ft.	299 (No Sprinkler)
Long Term Shelter	12 hours – 36 hours	20 sq. ft.	299 (No Sprinkler)
Extended Long-Term Shelter	More than 36 hours	40 sq. ft.	253

***ALL CAPACITY LIMITS ARE SUBJECT TO LOUISIANA STATE FIRE MARSHAL GUIDELINES AND THE DETERMINATION OF THE CITY FIRE CHIEF AND MAY BE UPWARD OR DOWNWARD BY APPROVAL OF THE APPROPRIATE ENTITY.**

Addendum No. 2

This addendum to the Memorandum of Understanding by and between PARISH and the City establishes additional contractual obligations of the parties with respect to the agreement:

A. Minimum Limits of Insurance

PARISH shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the parties, and actions by its agents, representatives, employees, or drivers. PARISH shall maintain limits no less than:

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000.00 combined single limit per accident, for bodily and property damage.
3. Worker's Compensation Insurance to meet the applicable statutory requirements and Employers' Liability Insurance with limits of not less than \$1,000,000.00, which shall include:
 - a) Alternate Employer Endorsement
 - b) Voluntary Compensation Endorsement

B. Other Insurance Provisions

PARISH must provide insurance policies that contain, or are endorsed to contain, the following provisions:

1. The City must be named as an "additional insured" with respect to all liability arising out of activities performed by or on behalf of PARISH, and vehicles owned, occupied or used by PARISH.
2. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.
3. The receiving party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation.
5. Workers' Compensation and Employers Liability Coverage: The insuring parties Workers' Compensation and Employers Liability Coverage: The insuring parties and the insurer shall agree to waive all rights of subrogation against each "additional insured" party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each "additional insured" party.
6. All Coverages
 - a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as "additional insured."
 - b. All policies shall provide primary coverage over any other coverage.
 - c. Coverage should be endorsed to cover the proper "territory" of operations.

C. Acceptability of Insurance

Insurance coverage shall be procured from and provided by an insurer authorized to do and doing business in the State of Louisiana with a Best's Credit Rating of no less than A.

D. Verification of Coverage

The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates for each insurance policy are to be received and approved by the receiving party prior to use of the facilities under this agreement. Each party reserves the right to require complete, certified copies of all required policies, at any time.

E. Rental Fees for Community Centers

The parties agree that the following costs are established for daily use of each City Facility under this agreement. The fees in this chart apply to the use of each facility and are not to be considered a single cost for the use of all facilities:

1. Monday – Saturday: \$24.00 per hour or \$600.00 per day; and
2. Sunday: \$35.00 per hour or \$840.00 per day.

Addendum No. 3

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. For purposes of this sections, PARISH may be referred to as “applicant” and the City may be referred to as “contractor”.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and

subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to (**PARISH**) and understands and agrees that (**PARISH**) will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq.*
- (2) The Contractor agrees to report each violation to (**PARISH**) and understands and agrees that **PARISH** will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**PARISH**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**PARISH**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- ii. Meeting Contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide GOHSEP, (*PARISH*), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(a) Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are also required for the hiring of any subcontractors under this contract.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

COPYRIGHT AND DATA RIGHTS

The Contractor grants to *PARISH*, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to *PARISH* or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to *PARISH* data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the *PARISH*.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY THE LEMOINE COMPANY FOR THE WPCC – EQUALIZATION BASIN AERATION SYSTEM PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by The Lemoine Company on the WPCC – Equalization Basin Aeration System Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and The Lemoine Company on the WPCC – Equalization Basin Aeration System Project is hereby accepted as substantially complete; and

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

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: WPCC – Flow Equalization Basin (Aerators)	
Owner: City of Monroe, LA	Owner's Contract No.: 22SEW004
Engineer's Firm: Waggoner Engineering, Inc.	Engineer's Project No.: 101.MC00061.000
Contractor: The Lemoine Company	Date of Contract: July 21, 2023

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

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

August 7, 2024

Date of Substantial Completion

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

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

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

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

None


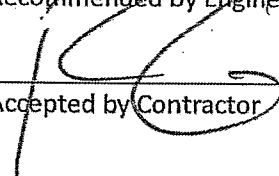
Contractor's Amended Responsibilities:

None

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

1. None

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

 _____ Recommended by Engineer	<u>08.12.24</u> Date
 _____ Accepted by Contractor	<u>8-8-24</u> Date
_____ Accepted by Owner	_____ Date

END OF SECTION

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,192, WHICH PURPORTED AMENDED THE MONROE CITY CHARTER WITHOUT VOTER APPROVAL, AND TO RESTORE THE CHARTER TO ITS PRIOR STATE

WHEREAS, Ordinance No. 12,192 was adopted by the City Council of Monroe, Louisiana, to approve an administrative reorganization and amend the City Charter; and

WHEREAS, the Monroe City Charter requires that any amendment to the charter must be approved by the electorate in a public vote, as outlined in Section 7-04 of the Charter; and

WHEREAS, Ordinance No. 12,192 did not undergo the required public vote for amending the charter, thereby rendering the amendment process incomplete and non-compliant with the Charter's provisions; and

WHEREAS, it is necessary to repeal Ordinance No. 12,192 to maintain the integrity of the Monroe City Charter and ensure compliance with legal requirements;

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

Section 1. Repeal of Ordinance No. 12,192. Ordinance No. 12,192, which purportedly amended the Monroe City Charter without following the proper legal process, is hereby repealed in its entirety.

Section 2. Restoration of Charter Provisions. The Monroe City Charter is hereby restored to its state prior to the adoption of Ordinance No. 12,192, with all sections, including Sections 4-07 and 4-08, reverting to their original language and intent as previously enacted.

Section 3. Severability. If any provision of this ordinance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or applications, and to this end, the provisions of this ordinance are hereby declared severable.

Section 4. Effective Date. This ordinance shall become effective upon adoption and publication as required by law.

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

Notice published on the ____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

The following Ordinance was 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 AND SELL TO KAREN M. JEFFERSON, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT IN LOT 1, SQ. 2, RESUB SQ. 18, TERMINAL HEIGHTS ADDITION, OUACHITA PARISH, NO SITUS – REED ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as

**Lot in Lot 1, Sq. 2, Resub. Square 18, Terminal Heights Addition
(No Situs) Reed St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #30355**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2549 at page 296 of the Records of Ouachita Parish, Louisiana;

WHEREAS, the 2017 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Herbet Lee Allen;

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

WHEREAS, Karen M. Jefferson wishes to purchase said property from the City of Monroe;

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

WHEREAS, Karen M. Jefferson has paid One Thousand Three Hundred Twelve and 56/100 Dollars (\$1,312.56), which includes Six Hundred Fifty and 56/100 (\$650.56) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Herbert Lee Allen by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Karen M. Jefferson the property described as follows:

**Lot in Lot 1, Sq. 2, Resub. Square 18, Terminal Heights Addition
(No Situs) Reed St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #30355**

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

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

Notice published on the _____ day of August, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Ordinance was 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 AND SELL TO KEVIN LEE, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 6, SQUARE 19, ALEXANDER'S ADDITION, OUACHITA PARISH, 3910 LEE, DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER WITH RESPECT THERETO.

WHEREAS, the property described as

**South 35', Lot 1, Square 90, Lee Avenue Addition
3001 1/2 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #28889**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2018 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2584 at page 746 of the Records of Ouachita Parish, Louisiana;

WHEREAS, the 2018 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Julie Carmen Neal;

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

WHEREAS Kevin Lee wishes to purchase said property from the City of Monroe;

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

WHEREAS, Kevin Lee has paid One Thousand Three Hundred Thirty-six and 61/100 Dollars (\$1,336.61), which includes Six Hundred Seventy-four and 61/100 (\$674.61) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Herbert Lee Allen by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Karen M. Jefferson the property described as follows:

**South 35', Lot 1, Square 90, Lee Avenue Addition
3001 1/2 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #28889**

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

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

Notice published on the _____ day of August, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 13 OF THE MONROE CITY CODE, ENTITLED DRAINAGE AND FLOOD CONTROL, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe is a participant in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program;

WHEREAS, the City enacted Chapter 13 of the City of Monroe Code, which outlines regulations related to drainage and flood control; and

WHEREAS, the City has determined that certain regulations within Chapter 13 no longer meet minimum requirements for participation in FEMA's National Flood Insurance Program and should, therefore, be updated to ensure continued compliance and to align the City of Monroe Code with state and federal regulations related to flood control.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that that Chapter 13 of the City of Monroe Code, entitled Drainage and Flood Control, is hereby amended in its entirety and re-enacted as follows:

**CHAPTER 13
DRAINAGE AND FLOOD CONTROL**

Art. I In General, Secs. 13-1 – 13-20

Art. II Flood Hazard Areas, Secs. 13-21 – 13-60

Div. 1. Generally, Secs. 13-21 – 13-40

Div. 2 Administration and Enforcement, Secs. 13-41 – 13-55

Div. 3 Provisions for Flood Hazard Reduction, Secs. 13-56 – 13-62

ARTICLE I. IN GENERAL

Secs. 13-1—13-20. Reserved.

ARTICLE II. FLOOD HAZARD AREAS

DIVISION 1. GENERALLY

Sec. 13-21. Statutory Authority

Under Louisiana Revised Statute 38:84, the City of Monroe has the power and authority to adopt ordinances, rules, and regulations, including zoning and land use regulations, necessary to comply with the National Flood Insurance Act of 1968 and the regulations adopted pursuant thereto by the Federal Emergency Management Agency.

Sec. 13-22. Findings of fact.

The City of Monroe makes the following findings of fact:

- (1) The flood hazard areas of the city are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which

adversely affect the public health, safety and general welfare.

- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 13-23. Statement of purpose.

The purpose of this article is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) Protect human life and health;
- (b) Minimize expenditure of public money for costly flood control projects;
- (c) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (d) Minimize prolonged business interruptions;
- (e) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (f) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (g) Ensure that potential buyers are notified that property is in a flood area.

Sec. 13-24. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (a) Restricting or prohibiting uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (b) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (c) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (d) Controlling filling, grading, dredging and other development which may increase flood damage;
- (e) Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 13-25. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application.

Accessory structures mean structures that are on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. Accessory structures must be used for parking or storage, be small and represent a minimal investment by owners, and have low damage potential. Accessory structure size limits based on flood zone, no larger than 600 square feet in flood zones identified as A zones (A, AE, A1-30, AH, AO, A99, and AR) and not larger than 100 square feet in flood zones identified as V zones (V, VE, V1 30, and VO). Examples of small accessory structures include, but are not limited to, detached garages, storage and tool

sheds, and small boathouses.

Agricultural structures mean structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one per cent chance or greater annual chance of flooding to an average depth of one to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one per cent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. For purposes of these regulations, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special floor hazard."

Base flood means the flood having a one per cent chance of being equaled or exceeded in any given year.

Base flood elevation means the elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year – also called the Base Flood.

Basement means any area of the building having its floor subgrade (belowground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means a nonbasement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3 (e) (5) of the National Flood Insurance Program regulations.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study see Flood Elevation Study.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations mean zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway see Regulatory Floodway.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - (1) By an approved state program as determined by the Secretary of Interior or;
 - (2) Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after

December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is (i) built on a single chassis; (ii) Four hundred (400) square feet or less when measured at the largest horizontal projection; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Special flood hazard areas, see "area of special flood hazard". Special hazard area means an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) per cent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) per cent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a flood plain management regulation. (For requirements see 44 CFR Sec. 60.6.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 13-26. Lands to which this ordinance applies.

The article shall apply to all areas within the jurisdiction of the City of Monroe, Louisiana.

Sec. 13-27. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Ouachita Parish, Louisiana and Incorporated Areas", dated January 20, 2016 with accompanying flood insurance rate maps and flood boundary-floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

Sec. 13-28. Establishment of development permit.

A development permit shall be required to ensure conformance with the provisions of this article.

Sec. 13-29. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 13-30. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where these ordinances and other ordinances, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 13-31. Interpretation.

In the interpretation and application of this article, all provisions shall be; (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 13-32. Warning and disclaimer or liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 13-33—13-40. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 13-41. Designation of the floodplain administrator.

The City Engineer, or his designee, is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National

Flood Insurance Program Regulations) pertaining to floodplain management, except as otherwise provided herein, where certain duties with accompanying functions and authority are specifically assigned to the City Engineer.

Sec. 13-42. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (a) Maintain and hold open for public inspection all records pertaining to the provisions of this article.
- (b) Review permit applications to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
- (c) Review, approve or deny all applications for development permits required by adoption of this article.
- (d) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U. S. C. 1334) from which prior approval is required.
- (e) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (f) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the State of Louisiana's Department of Transportation and Development, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (g) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (h) When base flood elevation data has not been provided in accordance with Section 13-27, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of Article II, Division 3.
- (i) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (j) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first complies with all provisions required under Section 65.12.

Sec. 13-43. Permit procedures.

- (a) Application for a development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Subsection 13-57(b);
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with Article II, Division 2, Section 13-43(a).
- (b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 13-44. Variance procedures.

- (a) The floodplain management appeal board is hereby created which shall consist of the city engineer, the planning and urban development director, a professional engineer (registered in Louisiana) appointed by the mayor, and two (2) members appointed by the city council. This board, herein after will be referred to as the appeal board, shall hear and render judgement on requests for variances from the requirements of this article.
- (b) The appeal board shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this article.
- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Subsection 13-44(b) of this article have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article (Article II, Division 1, Section 13-22).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon: (i) Showing a good and sufficient cause; (ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to the public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - (4) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in Article II, Division 2, Section 13-44 (a)—(i) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 13-45—13-55. Reserved.

DIVISION 3. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 13-56. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (a) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (b) All new construction or substantial improvements shall be constructed by methods and

- practices that minimize flood damage;
- (c) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
 - (d) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - (e) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - (f) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and,
 - (g) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 13-57. Specific standards.

In all areas of specific flood hazards where base flood elevation data has been provided as set forth in Section 13-27, Section 13-42(h), or Section 13-58(c), the following provisions are required:

- (a) **Residential construction:** New construction and substantial improvement of any residential structure in all special flood hazard areas other than unprotected areas of the Chauvin Basin shall have the lowest floor (including basement), elevated to six (6) inches or more above the base flood elevation. All residences constructed within the unprotected areas of the Chauvin Basin shall be constructed with the lowest floor at or above elevation seventy-two and a half (72.5) feet NGVD. The Chauvin Basin is herein defined as that portion of land east of the east levee of the Ouachita River, north and west of Bayou DeSiard and south of Louisiana Highway 553. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in Section 13-43(a)(1), is satisfied.
- (b) **Nonresidential construction:** New construction and substantial improvements of any commercial, industrial or other nonresidential structure in special flood hazard areas outside the Chauvin Basin shall either have the lowest floor (including basement) elevated to six (6) inches or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and all methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator. All of the above provisions for nonresidential construction outside of the Chauvin Basin shall apply to nonresidential construction within the Chauvin Basin except that the base flood elevation shall be considered to be seventy-two (72) feet NGVD.
- (c) **Enclosures:** New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - (1) A minimum of two (2) openings having a total net area of not less than one square

inch for every square foot of enclosed area subject to flooding shall be provided.

- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(d) Manufactured homes:

- (1) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
- (2) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation plus freeboard and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. The manufactured home shall be installed by a licensed installer according to Louisiana State law and compliance herewith shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.
- (3) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 - i. The bottom of the longitudinal structural beam of the manufactured home is at or above the base flood elevation, or
 - ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(e) Recreational vehicles: Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of Section 13-43(a), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

(f) Areas not otherwise covered: In all areas not otherwise covered in this article and not protected by approved flood proofing methods, the lowest floor elevation shall be at least eight (8) inches above grade, or eight (8) inches above the crown of the nearest street, whichever is higher, except that where the land is sloped in such a way that streets adjacent to a proposed building site will not act as a dam to cause floodwaters to pond and flood the proposed building, the lowest floor elevation shall not be required to be eight (8) inches above the crown of the nearest street.

- (g) **Sitework for new construction:** The site of any new construction shall be graded so that it will drain to city right-of-way or easements which have been graded or improved to receive such drainage. The city engineer shall review the site plan for said new construction and shall make the determination whether the drainage design for this construction is adequate to meet this requirement. He shall then take appropriate action.
- (h) **Accessory structure:** Accessory structures to be placed on sites within Zones A1-30, AH, AO and AE shall comply with the following:
- (1) The structure shall be used only for parking and limited storage;
 - (2) The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, entertainment, cooking, or restroom use;
 - (3) The structure shall be unfinished on the interior.
 - (4) Structures shall be small in size, not exceeding 600 square feet.
 - (5) Structures exceeding the size of 600 square feet will be required to meet all applicable standards of Section 13-27, Section 13-42(h), or Section 13-58(c), including relevant subsections.
 - (6) Service facilities such as electrical and heating equipment must be elevated to or above the BFE;
 - (7) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 - (8) The structure shall be considered low in value, designed to have low flood damage potential and constructed with flood resistance materials;
 - (9) The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;
 - (10) Floodway requirements must be met in the construction of the structure;
 - (11) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and be placed on a minimum of two walls with the net area of not less than 1 square inch for every square foot of the size of the footprint of the structure (Flood Vents);
 - (12) The openings (flood vents) shall be located no higher than 1 foot above grade;
 - (13) The openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters

Sec. 13-58. Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with Sections 13-21, 13-22, and 13-23 of this chapter.
- (b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet development permit requirements of Sections 13-27, Section 13-43, and the provisions of Article II, Division 3 of this chapter.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to Section 13-27 or Section 13-42 of this chapter.
- (d) All subdivision proposals including the placement of manufactured home parks and

subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

- (e) All subdivision proposals including the placement of manufactured home parks and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (f) Grading; drainage design. All subdivisions shall be graded so that each individual lot shall drain to an adjacent city right-of-way or easement which has been graded or improved to receive this drainage. If the site is low and will be subject to six (6) inches or more of flooding, then the developer shall add sufficient fill material graded and compacted, to raise the average grade of the site to such elevation as to hold site flooding to less than six (6) inches. The city engineer shall review the site plans and plats for each proposed subdivision and shall determine whether the drainage design for the subdivision is adequate to meet these requirements. He shall then take appropriate action.

Sec. 13-59. Standards for areas of shallow flooding (AO/AH Zones).

Located within the areas of special flood hazard established in Section 13-27 are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (a) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (b) All new construction and substantial improvements of nonresidential structures:
 - (1) Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified), or;
 - (2) Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (c) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in Section 13-43(a)(1), are satisfied.
- (d) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Sec. 13-60. Floodways.

Located within areas of special flood hazard established in Section 13-27, are areas designated as floodways. Since the floodway is an extremely hazardous area to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, following provisions shall apply:

- (a) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (b) If subsection (a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article II, Division 3.

- (c) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

Sec. 13-61. Severability.

If any section, clause, sentence, or phase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this article.

Sec. 13-62. Enforcement.

- (a) The City Engineer or his representative shall be empowered to halt construction on any project, whether public or private, which appears to be in conflict with this article or which he determines will contribute to flooding in the city. The city engineer or his representative may halt construction by serving a stop work order on the foreman on a construction project or on the person, firm, or corporation who let the contract for the project, or the owners of the land on which the construction is taking place. No further construction shall take place on the project until the stop work order has been rescinded either by the city engineer or his representative.
- (b) Any action by the City Engineer or his representative in ordering that construction cease, may be appealed to the city council or to the floodplain management appeal board, either of which shall have the authority to lift the stop work order. To lift a stop work order issued by the city engineer or his representative, the floodplain management appeal board must have at least three (3) members other than the City Engineer present and voting. The City Engineer may not vote when the board is considering such action.
- (c) Violation of a stop work order or any other provisions of this article shall subject the foreman on a construction project for which a stop work order has been issued or the person, firm or corporation who let the contract for the project or the owners of the land on which the construction is taking place to a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00), or imprisonment of not more than six (6) months or, both. Each day of violation of a stop work order or failure to comply shall constitute a separate offense. An act of appeal by a person, firm or corporation to the city council or floodplain management appeal board to lift a stop work ordered by the city engineer or his representative shall not exempt the person, firm or corporation from obeying the stop work order until it has been duly rescinded.

This Ordinance was introduced on August _____, 2024.

Notice published on _____, 2024.

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

AYES:

NAYS:

ABSENT:

And the **Ordinance** was declared **ADOPTED** on September _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MONROE AND MILLER INTERNATIONAL PROPERTIES, LLC FOR THE PARCEL AND BUILDING LOCATED AT 507 WOOD STREET AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe Police Department’s operational headquarters, including its Patrol Division, Detective Division, and primary evidence storage, is located at 700 Wood Street, but space has become limited;

WHEREAS, because of space constraints, the Monroe Police Department currently leases additional space on Kansas Lane for secondary evidence storage;

WHEREAS, the property owned by Miller International Properties, LLC, located at 507 Wood St., recently became available for lease and offers approximately 5,637 square feet of rentable space, including areas for office space and technology storage;

WHEREAS, the City, on behalf of the Monroe Police Department, desires to lease the parcel and building at 507 Wood Street, on the terms and conditions set forth in the attached lease, primarily to move Monroe Police Department’s Detective Division and investigative technology to that building, which would free up additional space at 700 Wood Street to relocate its secondary evidence storage; and

WHEREAS, a copy of the lease agreement between the City of Monroe and Miller International Properties, LLC for the property and building located at 507 Wood Street is attached hereto and made part hereof.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute the attached lease agreement between the City of Monroe and Miller International Properties, LLC for the property and building located at 507 Wood Street.

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

Notice published on the _____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

LEASE AGREEMENT

Be it known that on the days and dates hereinafter set forth, and in the presence of the undersigned competent witnesses and Notaries Public, duly commissioned and qualified in and for their respective parishes and states, personally came and appeared:

Miller International Properties, LLC, a Louisiana limited liability company with its principal place of business in Ouachita Parish, Louisiana (“**LESSOR**”) whose mailing address is: 595 Lonewa Road, Monroe, LA 71203

And

City of Monroe, Louisiana, a Louisiana political subdivision operating under home rule charter (“**LESSEE**”), whose mailing address is 400 Lea Joyner Memorial Expy., Monroe, LA 71201.

WHEREAS, **LESSOR** has agreed to lease to **LESSEE** and **LESSEE** has agreed to lease from **LESSOR** the property hereinafter described under the terms and conditions hereinafter set out; and, whereas it is the desire of both parties, the **LESSOR** and **LESSEE**, to reduce the terms and conditions of said Lease agreement to writing (this “**LEASE**”).

NOW, THEREFORE, for and in consideration of the rental hereinafter set out and in consideration of the faithful performance of the conditions, terms, and stipulations contained in this **LEASE** agreement, **LESSOR** and **LESSEE** do hereby agree as follows:

1. Leased Premises. **LESSOR** does hereby lease to **LESSEE** and **LESSEE** does hereby lease from **LESSOR** the land and building, consisting of approximately 5,637 rentable square feet of area, located at **507 Wood Street, Monroe, LA 71201 (Parcel No. 54390)**, more particularly described as: LOT IN LOT 2 SQ 1 HARS ADDNFRTG 116 FT ON WOOD ST, DEPTH 142.6 FT ALONG HART ST (“**LEASED PREMISES**”). It is understood and agreed that **LESSEE** and **LESSEE’S** guest and invitees shall have use of the parking spaces and common areas on said property.

2. Term. The term (“**TERM**”) shall consist of an initial term with two renewal options as follows:

A. Effective Date. The **Effective Date** of this **LEASE** shall be October 1, 2024.

B. Initial Term. The **Initial Term** of this lease will be for Five (5) years beginning on the **Effective Date**, and ending September 31, 2029.

C. Option to Renew. Lessee shall have the option to renew the **TERM** of the **LEASE** for two (2) additional Five (5) year terms (“**Option Renewal Period**”). **LESSEE** may exercise this right by providing written notice to Lessor on or before ninety (90) days prior to the expiration of the then current Term or option term.

3. **Rent.** Rent shall be paid as follows:

- A. **Initial Term.** The base rent to be paid by **LESSEE** during the **Initial Term** of this **LEASE** shall be \$5,000.00 per month, commencing on the Effective Date of this **LEASE** and payable monthly thereafter.
- D. **Option Renewal Period.** The base rental for each **Option Renewal Period** shall increase one hundred dollars (\$100) per year of each term.
- E. **Additional Rent.** As additional rent **LESSEE** shall pay to **LESSOR** property taxes (\$1,677.21/year) on the entire land and building located at 507 Wood Street, Monroe, Louisiana 71201 and shall also pay the premium paid by **LESSOR** for property insurance (\$7920.00/year) on the entire building located at 507 Wood Street, Monroe, LA 71201. These additional rent payments shall be made one-twelfth (1/12) each month of the total of said property insurance and property taxes and are due at the same time as the monthly rent is due. **LESSOR** shall furnish to **LESSEE** documentation as to the amount of **LESSOR'S** property taxes and **LESSOR'S** insurance premiums. These real estate taxes and insurance total an additional \$ 799.77 per month and shall be calculated on a calendar year and adjusted annually. The **LESSOR** will notify the **LESSEE** of any adjustments. **LESSOR** shall have the right to cancel this **LEASE** based on any unreasonable increase in the amount of **Additional Rent**.
- F. **Other** All rent is due and payable on or before the 1st day of each month. All rent under this lease and any option terms of this lease are to be made payable to the order of Miller International Properties, LLC and delivered or mailed to **LESSOR** at **595 LONEWA RD, MONROE, LA 71203**.

4. **Preparation of Premises and Warranties.** **LESSOR**, at its sole cost and expense, shall improve the **LEASED PREMISES** to a condition agreeable to **LESSEE** prior to **LESSEE'S** occupancy of the **LEASED PREMISES**. **LESSOR** represents, warrants, and covenants to **LESSEE** that as of the Effective Date: (a) there are no defects in the state of title to the **LEASED PREMISES** that inhibit or may inhibit either: (i) the current or future use of the **LEASED PREMISES**; or (ii) the use of the **LEASED PREMISES** by **LESSEE** for all permitted uses, and **LESSOR** shall not execute any proposed instrument to be recorded against the **LEASED PREMISES** that creates any such defects; (b) the existing improvements on the **LEASED PREMISES** are and will be sufficient and in compliance with all laws for **LESSOR'S** uses; (c) the structural portions of the **LEASED PREMISES** are in good condition and working order, and are in compliance with all applicable laws; and (g) any initial premises work shall be completed in a good and workmanlike manner and in compliance with all applicable laws and delivered to **LESSEE** in good condition and working order.

5. **Licenses, Consents, and Permits.** **LESSEE** agrees to obtain all licenses, consents and permits of every nature, kind, and description required by law, regulations, resolutions or ordinances of any municipality, parish, state or federal government, for the operation on the

LEASED PREMISES of its lawful business.

6. Sub-Letting. LESSEE may not sub-let or assign all or any part of the PREMISES without the written consent of the LESSOR, which consent shall not be unreasonably withheld or delayed, provided however, that no such sub-letting or assignment shall release the LESSEE of its obligations hereunder.

7. Use of Premises. LESSEE covenants and agrees to make no unlawful or offensive use of the LEASED PREMISES, to neither conduct nor to allow others to conduct a nuisance, public or private on the LEASED PREMISES, and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments. All other lawful uses are permitted.

8. Injury to Property and Persons. LESSEE covenants and agrees to indemnify and save the LESSOR harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or persons caused by or due to the fault or negligence of LESSEE, any sub-LESSEE or assign, related to LESSEE'S operations, except to the extent caused by or arising from the negligence or willful misconduct of LESSOR, its employees, agents, contractors or other persons for whom LESSOR is responsible, it being the intention of the parties hereto that LESSEE assumes responsibility for all damage or injury occurring on the LEASED PREMISES, to property or persons related to LESSEE'S operations and any damages or injury occurring to any person or thing on the LEASED PREMISES arising from LESSEE'S operations, except for the acts or omissions of LESSOR, its employees, agents, contractors or other persons for whom LESSOR is responsible.

9. Insurance. LESSEE is a self-insured political subdivision and is not required to carry commercial general liability insurance on the premises. LESSEE, as a municipal entity, remains responsible for its debts and liabilities, including those debts and liabilities incurred during its operations.

Notwithstanding anything in this LEASE to the contrary, LESSOR and LESSEE each waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, directors, officers and/or employees, for any losses or damage that may occur to the LEASED PREMISES, or any improvements thereto, or any personal property of such party therein or thereon, by reason of fire, the elements, or any other cause which are insured against under the terms of the fire and extended coverage insurance policies carried by the parties, regardless of cause or origin, including negligence of the other party hereto, its agents, directors, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

10. Eminent Domain. If the LEASED PREMISES or any part hereof shall be taken by or pursuant to governmental authority or through the exercise of the right of eminent domain, this LEASE shall not terminate if LESSEE reasonably determines that the LEASED PREMISES remaining are suitable for LESSEE'S operations and the LESSOR shall receive

all compensation connected therewith, except to the extent such compensation is attributable to the value of any structures or other improvements which **LESSEE** has constructed on the property and except for any compensation to which **LESSEE** may be entitled under applicable laws for cost and expenses of moving. The rental shall be adjusted equitably based on the percentage of the **LEASED PREMISES** taken. If the portion of the **LEASED PREMISES** so taken renders the **LEASED PREMISES** unsuitable for the operation of **LESSEE**'s operations, then either party, within thirty (30) days after the taking, may terminate this **LEASE** by written notice to the other.

11. Lessee's Default. Each of the following events shall constitute a default or breach of this **LEASE** by **LESSEE**:

- A. If either **LESSEE** or any successor or assignee of **LESSEE** while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of such act by answer or otherwise, or shall make an assignment for benefit of creditors.
- B. If **LESSEE** shall fail to pay **LESSOR** any Rent by the twentieth (20th) day of each month when due.
- C. If **LESSEE** or any successor or assignee of **LESSEE** shall fail to perform or comply with any of the conditions of this **LEASE** and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by **LESSOR** to **LESSEE** or, if the performance cannot be reasonably had within the thirty (30) day period and **LESSEE** shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- D. If this **LEASE** shall be assigned or sublet by **LESSEE**, except in the manner herein permitted.
- E. If **LESSEE** or any successor or assignee of **LESSEE** vacates the leased property before expiration of full lease term.

12. Lessor's Default. Notwithstanding anything to the contrary set forth in this **LEASE**, **LESSOR** shall be in default in the performance of any obligation required to be performed by **LESSOR** pursuant to this **LEASE** if **LEASE** fails to perform such obligation within thirty (30) days after the receipt of notice from **LESSEE** specifying in detail **LESSOR**'s failure to perform; provided, however, if the nature of **LESSOR**'s obligation is such that more than thirty (30) days are required for its performance, then **LESSOR** shall not be in default under this **LEASE** if it shall commence such performance within such thirty (30)-day period and thereafter diligently pursues the same to completion, provided such cure shall be completed within a total of sixty (60) days. Upon any such default by **LESSOR** under this **LEASE**, **LESSEE** may, except as otherwise specifically provided in this **LEASE** to the contrary, exercise any of its rights provided at law or in equity. **LESSEE** shall further have the right to cure such default and, if such default involves the expenditure of money, **LESSEE** shall have the right to deduct the cost thereof from the **Rent** due or accruing hereunder.

13. Termination for Cause: In the event either **LESSOR** or **LESSEE** shall be in breach or default of any of the material terms, conditions or covenants of this **LEASE** and such breach or default shall continue for a period of thirty (30) days after written notice by the nonbreaching party, then in addition to all other rights and remedies of law or equity, the nonbreaching party shall have the right to terminate this **LEASE** without any obligation or liability whatsoever. If a breach or default is of such a nature that it cannot reasonably be cured within thirty (30) days after written notice, then the cure period will be extended provided the breaching party proceeds to diligently attempt a cure; however, in no event shall the cure period exceed 90 days after written notice of breach or default. Notwithstanding the above, either party shall have the right, but not the obligation to terminate this **LEASE** immediately upon giving written notice to the other party in the event of default.

If **LESSEE** defaults as set forth in Section 11 and fails to timely cure such default, then in addition to **LESSOR's** rights set forth in this Section, **LESSEE** shall forfeit its security deposit, and **LESSOR** shall be entitled to institute suit to recover all unpaid funds appropriated for the payment of rentals under this **LEASE** by **LESSEE** for its current fiscal year.

14. Termination for Non-Appropriation of Funds: The continuation of this **LEASE** is contingent upon the appropriation of funds by the Monroe City Council to fulfill the requirements of this **LEASE**. If the Monroe City Council fails to appropriate sufficient monies to provide for the continuation of the **LEASE**, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the City of Monroe Home Rule Charter, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **LEASE**, this **LEASE** shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated without further liability. By executing the **LEASE**, City warrants that City has funds appropriated and available to pay all amounts due hereunder through the end of City's current fiscal period. City further agrees to: (i) request all appropriations and funding necessary to pay for the **LEASE** for each subsequent fiscal period through its expiration; (ii) use its best efforts and take all actions necessary to obtain adequate appropriations or funding to pay for the **LEASE**; and (iii) prior to termination for lack of funding or non-appropriation, negotiate in good faith with **LESSOR** to develop revised terms, an alternative payment schedule or a new agreement to accommodate City's budget.

15. Force Majeure: Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

16. Delivery of Property. **LESSEE** agrees that upon the termination of this **LEASE**, it shall return said **LEASED PREMISES** to **LESSOR** in as good a condition as it received it, subject, however, to ordinary wear and use of the **LEASED PREMISES**.

17. Lessor's Maintenance. **LESSOR's** is required to maintain the foundation, footings, exterior walls, structural systems, floors, pipes, columns, beams, shafts (including elevator shafts), stairs, stairwells, escalators, elevator cabs, and roof, gutters, flashings, and

downspouts of the building and any utility lines serving the **LEASED PREMISES**. **LESSEE** shall give **LESSOR** notice of the need for any maintenance **LESSEE** becomes aware of and **LESSOR** shall promptly, within ten (10) days, make all repairs appropriate and necessary repairs. **LESSOR** shall be responsible for any repairs to the Premises resulting from any act or omission of Landlord, its agents, contractors, licensees, or employees. **LESSOR** shall not be responsible for any repairs caused by the negligence of **LESSEE**.

18. HVAC Repairs: **LESSEE** shall be responsible for the first Five Hundred Dollars (\$500.00) of repairs and/or maintenance to the HVAC system per year including changing of air filters every three months. **LESSOR** shall pay for HVAC repairs/maintenance cost amounts over Five Hundred Dollars (\$500.00) per year.

19. Lessee's Alterations. **LESSEE** shall make no alterations to the structure of the lease premises without the prior consent of **LESSOR**. At the termination of the **LEASE**, **LESSOR** shall become the owner, without compensation being paid therefore, of any and all improvements placed upon the premises by **LESSEE**, unless improvements can be removed without altering the **LEASED PREMISES** from its condition at the initial time of occupancy.

20. Lessee's Maintenance. **LESSEE** shall be responsible for routine maintenance and upkeep of the **LEASED PREMISES**. **LESSEE** shall take good care of the interior nonstructural portions of the **LEASED PREMISES** and shall promptly make all repairs to the **LEASED PREMISES** necessary to keep the **LEASED PREMISES** in good order and condition. **LESSEE** shall at all times keep the **LEASED PREMISES** in a clean and orderly condition including provision of yard services as well as both front and rear parking lots on **LEASED PREMISES** to be kept free of trash/debris.

21. Deposit. **LESSEE** shall tender a **DEPOSIT** in the amount of Five Thousand Dollars (\$5,000) to **LESSOR** to ensure that the premises shall be left in an undamaged and clean condition, ordinary wear and tear excepted, at the termination of this **LEASE** and that the **LESSEE** shall remain for and honor full term of the agreed lease.

22. Utilities. **LESSEE** agrees to pay all water, electricity, gas and other public service charges consumed and used on the building during the term of this lease, or any extension thereof.

23. Taxes on Lessee's Property. **LESSEE** shall pay required to all property taxes owed on **LESSEE'S** movable property and inventory situated on the premises

24. Lease Holdover. Should **LESSEE** remain on the premises after expiration of this lease agreement, **LESSOR** has the option to interpret such actions as creating a month-to-month lease at a base rental of \$6,250.00, twenty-five (25%) percent higher than that payable for the last month of the **TERM**, or to consider the holding over a trespass. Only a new signed leased or extension agreement shall deprive **LESSOR** of the choice of action.

25. Damage or Destruction of Leased Premises.. If there is damage or destruction of **LEASED PREMISES** resulting in damage to more than fifty per cent (50%) of the **LEASED PREMISES**, then **LESSEE** shall have the option to cancel this lease or shall have the option of

allowing **LESSOR** to repair the damage if and only if said repairs can be made within sixty (60) days from date of damage. If **LESSEE** exercises the option to allow **LESSOR** to repair the damage, then **LESSEE** shall only pay a reduced rent during the time it takes to make the repairs based upon the portion of the **LEASED PREMISES** that is usable by **LESSEE** during the repairs. If less than fifty per cent (50%) of the **LEASED PREMISES** is damaged, then **LESSOR** shall make all repairs within sixty (60) days, and if **LESSOR** fails to do so, then **LESSEE** shall have the right to either cancel this **LEASE** or pay a reduced rent until repairs are completed. During the time of repairs, **LESSEE** shall pay a reduced rent equal to the per cent of the lease premises which **LESSEE** has the use of during said repairs.

26. Entire Agreement. This **LEASE** contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This **LEASE** and the terms and conditions hereof apply to and are binding on their heirs, legal representatives, successors, and assigns of both parties.

27. Quiet Enjoyment. **LESSEE** shall and may peacefully and quietly have, hold and enjoy the premises for the term herein stated without any suit, hindrance, or trouble, as long as the conditions of said lease are maintained.

28. Attorney's Fees. If any lawsuit is filed to enforce performance hereof by any party, the prevailing party shall be entitled to such costs of enforcement including a reasonable attorney's fee as the court shall determine.

29. Notices. Unless specifically stated otherwise in this **LEASE**, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth above, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered U.S. mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. on a business day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

30. Governing Law; Venue. The Laws of Louisiana shall govern the validity, performance, and enforcement of this **LEASE**. **LESSEE** and **LESSOR** consent to personal jurisdiction and venue in the state and judicial district in which the **LEASED PREMISES** are located. The courts of the state where the **LEASED PREMISES** are located will have exclusive jurisdiction and **LESSEE** and **LESSOR** hereby agree to such exclusive jurisdiction.

31. Successors. The provisions of this **LEASE** shall be binding upon and inure to the benefit of **LESSOR** and **LESSEE**, respectively, and their respective successors, assigns, heirs, executors, and administrators.

32. Partial Invalidity. If any clause or provision of this **LEASE** is found to be illegal, invalid, or unenforceable under present or future laws, the remainder of this **LEASE**

shall not be affected thereby and there shall be added as part of this **LEASE** a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and still be legal, valid, and enforceable.

33. Relationship of the Parties. LESSOR and LESSEE agree that the relationship between them is that of landlord and tenant and that LESSOR is leasing space to LESSEE. It is not the intention of the parties, nor shall anything herein be constructed to constitute LESSOR as a partner or joint venturer with LESSEE.

34. Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this **LEASE** or as a limitation of the scope of the particular paragraphs to which they refer.

35. Waiver of Jury Trial. LESSOR AND LESSEE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS **LEASE**, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

36. Counterparts. This **LEASE** may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

THUS EXECUTED before the undersigned Notary Public and competent witness in Monroe, Ouachita Parish, Louisiana on this _____ day of September, 2024.

WITNESSES:

Miller International Properties, LLC

John Miller

WITNESSES:

City of Monroe, Louisiana

Stacey Rowell, Dir. of Administration

NOTARY PUBLIC