AGENDA City of Monroe

<u>LEGAL & REGULAR SESSION – SEPTEMBER 24, 2024, 6:00PM</u> <u>CITY COUNCIL CHAMBERS CITY HALL</u>

- I: ROLL CALL AND DECLARE QUORUM:
- II: <u>INVOCATION & PLEDGE OF ALLEGIANCE MAYOR ELLIS:</u>
- III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:
 - 1. Mr. Harvey
 - 2. Mrs. Ezernack
 - 3. Ms. Woods
 - 4. Mr. McFarland
 - 5. Mr. Muhammad
 - 6. Mayor Ellis
- IV: <u>APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF SEPTEMBER 10, 2024:</u> (PUBLIC COMMENTS)
- V: <u>PRESENTATION</u>: Sam Crawford BoneKrusher Youth/Adult Program Youth Summer Wellness Program Report

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

- 1. 3503 Halsell St (D3) owner: Alberta Byrd c/o Katie Long
- 2. 401 N 17th (& 1613 Breard St) (D3) owner: McKinley Investments, LLC; Xavier Wallace c/o David Wallace; & David Wallace
- 3. 715 Standifer (D5) owner: Ralph T Williams

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

- (a) Adopt a Resolution appointing Jessie Smith to the Monroe Capital Infrastructure Commission.
- (b) Adopt a Resolution confirming the appointment of _____ and ____ to the board of commissioners for the Southside Economic Development District and further providing with respect thereto.
- (c) Adopt a Resolution appointing Bryan Creekmore to the Monroe Capital Infrastructure Commission.

- (b) Adopt a Resolution appointing Chelbi Johnson to the Monroe Capital Infrastructure Commission.
- (d) Adopt a Resolution appointing Rodger McConnell to the Monroe Capital Infrastructure Commission.
- (e) Adopt a Resolution appointing Josh Etheridge to the Monroe Capital Infrastructure Commission.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Ramesh Sapkota and Kumar Mainali dba Sip N Chill, 1314 Sterlington Rd., Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

- (a) Consider request from Param, LLC/Lakhwinder Singh for a Major Conditional Use Permit authorizing the use of this location (3224 Louisville Ave.) to allow the sale of alcohol for consumption off-premises in the B-3(General Business/Commercial) District. The use is for a new tobacco and alcohol retail business. The establishment proposes to provide a drive-thru service. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.
- (b) Consider request from Starns Kenny & Easterling Law Firm/PopShelf for a Major Conditional Use Permit authorizing the use of this location (4219 Pecanland Mall Dr.) to allow the sale of alcohol for consumption off-premises in the B-3(General Business/Commercial) District. This is an added use to the existing retail goods establishment. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.
- (c) Consider request from Daquiri's & Deaux for a Major Conditional Use Permit authorizing the use of this location (512 Louisville Ave.) to allow the sale of alcohol for consumption off-premises in the B-3(General Business/Commercial) District. This is an added use to sell Daquiri's through a drive-thru, for a new restaurant. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

- (a) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Northeast Louisiana Black Chamber of Commerce and further providing with respect thereto.
- (b) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Monroe Chamber of Commerce, Inc. and further providing with respect thereto.

- (c) Adopt a Resolution authorizing a Professional Services Agreement with the Picard Group, L.L.C. and Monroe Chamber of Commerce for State and Governmental Affairs and Lobbying Services further providing with respect thereto.
- (d) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Miss Monroe Scholarship Pageant Organization, Inc. and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing an agreement with the Travelers Indemnity Company of Connecticut for Insurance for the Monroe Transit System and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

- (a) Adopt a Resolution accepting as substantially complete work done by and between the Louisiana Department of Transportation (LDOTD) and Diamond B. Construction Company, LLC for the Lee Ave Street Improvements Project and further providing with respect thereto.
- (b) Adopt a Resolution accepting as substantially complete work done by Byrnes Mechanical Contractors, Inc for the Banquet Hall Air Handling Unit Project and further providing with respect thereto.
- (c) Adopt a Resolution approving Change Order No. Nine (9) for the Kansas Ln Ext (Old Sterl.-US165) Phase 1 Project and further providing with respect thereto.
- (d) Adopt a Resolution approving Change Order No. Sixteen (16) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance authorizing the City of Monroe to enter into a Commercial Card Agreement and line of credit with Regions Bank and providing further with respect thereto.
- (b) Introduce an Ordinance approving an application by Monroe Athletic Club to rezone a certain property and amending the Zoning Map for the City of Monroe and further providing with respect thereto.

- (c) Introduce an Ordinance approving the Annexation of ± 36.35 -acres, extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto.
- (d) Introduce an Ordinance approving an application by Alven Square, Angelique Connor and Martin Engineering Services to zone annexed property and amending the Zoning Map for the City of Monroe and further providing with respect thereto.

X: <u>RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:</u>

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance amending Section 36-23 of the City of Monroe Code and further providing with respect thereto. (Muhammad)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana September 10, 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: Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad

There was absent: Mr. Harvey

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

The Invocation was led by Pastor Kelvin Horne of True Vine Baptist Church (Youth Pastor)

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

- (1.) Mrs. Ezernack said good evening to everyone and thanked them for being at the Council meeting. She said with the possibility of the storm remember our State and the City. She said if you have someone to check on make sure they're safe during this time and pray for the people in South Louisiana.
- (2.) Mr. McFarland echoed Mrs. Ezernack comments concerning those in the pathway of the storm and he said let us continue to pray with them and for them. He said to make sure they can assist them and do whatever they can as a City. He noted on Thursday his third Chat & Chew will be at the Lighthouse Church, 513 Sunnyside Street Monroe, La. He invited all to the Chat & Chew to talk about things going on or they would like to see happen in the district. He further noted the Omega Fraternity will have their sixth annual Prostate Glow Walk and Run on Saturday, September 14th from 6pm until 10pm at the Downtown River market, 316 South Grand Street. He said individuals are \$20 and teams are \$150 to enter the walk, and this is for a great cause. On another note, he said to keep the Brantly family in prayer, and he said Dr. Phedra Brantley who was once the principal at Carver Elementary passed away on last week.
- (3.) Mr. Muhammad echoed the sentiments of the Council, and he said keep everyone in prayer for safe passage with the storm coming our way. He announced the Sickle Cell Anemia Banquet Thursday at the Civic Center. He said the Community clean-up partnered with Ouachita Green, Kappa Alpha Si Fraternity, and OIC of Ouachita Parish planned for Saturday September 21st and they will convene at the safety center and clean up 165 South from 1-20 down to Winnsboro Road. On another note, he stated the Community meeting will be a walking community meeting talking to the residents of Bryant's Addition about their concerns Thursday September 19th.
- (4.) Mayor Ellis echoed the sentiments of the Council for South Louisiana as they prepare for the storm and all the emergency disaster folks mobilizing to head South. He noted the City celebrated something very special and unique with a hundred years of Graphic Packaging. He said the two plants employ over 1700 people with an economic impact of over three billion to our entire region from their investments here. He acknowledged Ms. Nirali Patel, Main Street Director and her crew for the accreditation of the downtown historic main street and he said that was a heavy lift and it's really special to celebrate that with Winnsboro, West Monroe, Ruston, and other communities in the area who finish this process together. On another note, he said the 9/11 memorial ceremony starts at 8:46 am with guest speaker Congressman Rodney Alexander. He said if you are available please come out it's a wonderful ceremony to honor those who gave the ultimate sacrifice during those times. He said if you experience any blockage, storm blockage, or anything like that to get in touch with public works as the City is expecting inclement weather. He said public works has list of sandbag locations and the list is also available online. Lastly, the Mayor stated the Monroe 11u All Stars who represented Monroe in the Diamond Youth World Series in Laurel, Mississippi made it to the semifinals. He said they played a total of 21 games in 6 weeks. He thanked the parents for all that they do and letting them experience these sporting events in different cities representing Monroe. He said the team recognized Mr. Oliver Che for going above and beyond for the team and he was presented with a bat.
- (5.) Ms. Woods thanked the All-Star team and their parents for their support to their children. She noted this meeting will be a speed race to get in and get out. She said they are thinking about the

weather and more importantly the debate. She stated she started today off with a bang, and she started at the food bank. She said today started Hunger Action Day at the food bank and they package 3 pallets of food for seniors in their community. She further stated the food bank is in need of volunteers and if you have some spare time or organizations that want to get involved call the food bank. She said it is all about serving those that can't really serve themselves. On another note, she said on September 27th, 28th, and 29th a free featured documentary about a lady that lived in the Twin Cities, and it will be in West Monroe. She said she talks about her ancestry by Ms. Kim Ross. She expressed her condolences to Dr. Brantley, and she said she was an individual in the community that did great work. She thanked her friends from United Way for being at the meeting and she acknowledged Mr. Brandon Welch who is the Chairman of the West Monroe Chamber of Commerce.

Upon motion of Mr. McFarland and seconded by Mr. Muhammad, and the minutes of the Legal and Regular session of August 27, 2024, were unanimously approved.

Mr. Curtis Garth, 2300 Georgia Street, wanted to know what is supposed to happen when the minutes are approved.

Ms. Woods said they are talking about the minutes from the last meeting. She wanted to know if Mr. Garth had any objection to the minutes being approved.

Mr. Garth said he requested something at the last meeting and it's not on the agenda. He said if it's not on the agenda than the minutes can't be properly done, he guess.

Ms. Woods stated that is not necessarily true, however, to get on the agenda he was supposed to talk to Mr. Creekbaum. She said she doesn't know what happened with that situation.

Mr. Garth said he requested something to be on the agenda and he requested it in 2021, and it still hasn't been put on the agenda. He said he is trying to understand the purpose of approving the minutes.

Ms. Woods noted they are not going to entertain that right now and they had the same conversation last time. She further noted Mr. Garth's request is listed in the minutes and apparently he didn't take the necessary steps to get on the agenda.

Mr. Brandon Creekbaum, City Attorney, stated there is not a procedure for an individual to request to be added to the agenda or have an item consider. He said the agenda items are presented by the Council, or the Administration and the rules contemplate no process where an individual can demand to be placed on the agenda.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

- (a.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and approved Resolution No. 8783 requiring specific Council authorization for all public work contracts and further providing with respect thereto. (There were no public comments.) (Mrs. Ezernack nay.)
- (b.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved to Passover a Resolution appointing Elijah Brass to the Monroe Capital Infrastructure Commission until the next Council meeting September 24, 2024. (There were no public comments.)
- (c.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8784 appointing Frankie Miller to the Monroe Board of Adjustment.

Ms. Woods thanked Ms. Miller for accepting this appointment and she asked if she had anything she would like to say.

Ms. Miller thanked Ms. Woods, and she said she looks forward to working on the Board of Adjustment.

(d.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8785 appointing Eddie J. Douzart III to the Monroe Capital Infrastructure Commission. (There were no public comments.)

Ms. Woods said if you know Rev. Douzart tell him congratulations on his appointment.

- (e.) Upon motion Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8786 re-appointing Donald Johnson to the Board of Directors of the Interstate 20 Economic Development Corporation. (There were no public comments.)
- (f.) Upon motion Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8787 re-appointing Charles Pritchard to the Board of Directors of the Interstate 20 Economic Development Corporation. (There were no public comments.)
- (g.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8788 granting an exception to the Open Container Ordinance to the Twin City Arts Foundation for an Exhibition Reception and Talk for the River is the Road: Paintings by George Rodrigue at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)
- (h.) Upon motion Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8789 granting an exception to the Open Container Ordinance to the Chennault Aviation and & Military Museum for a Hot Air Balloon Festival pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Mayor Ellis noted Ms. Nell Calloway and the group at the aviation museum and if anybody is ever wondering things to do that are fun the Blue Dogs just approved a lot of things. He said all the events that help local nonprofits.

(i.) Upon motion Mrs. Ezernack, seconded by Mr. Muhammad and unanimously approved Resolution No. 8790 granting an exception to the Open Container Ordinance to the Northeast Louisiana Children's Coalition for the 2nd Annual Harvest Under the Stars: A Taste of the Garden 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 Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved to Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the DeSiard St. Improvement (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.

Mr. Ben Marshall, 223 South Grand, said his wife and him are downtown residents, proud investors, and represent the Riverscape Condominium Association which is the nine story building where they live. He said they have about twenty units of voting households on behalf of Riverscape and they support this measure as well.

Mr. Cory Barr, 13 Loop Road, noted he stands before the Council and the Mayor not only as a business owner but a grateful resident of the community. He said he has spent the last 25 years of his life making opportunities, creating jobs, and generating tax dollars for the City of Monroe. He said he has spent millions of dollars in downtown Monroe and spending millions more over the next two years. He said currently he has a project underway that is projected to cost over \$2 million that will employ 40 to 50 people and will generate 3 to \$400,000 in tax revenue for the State and the City. He said some of those people are concerned for their safety and their wellbeing and quite frankly he has walked many of his own employees to their cars at night because they don't have good sidewalks. He said he paid for his sidewalks downtown and they don't have lighting or those things that infrastructure normal cities that talk about growth. He said he is simply here pleading to show concern for the City as a whole and any personal agendas they have to set aside for the greater good of the community. He said he is in favor of anything that can benefit the City and its residents and how people from the outside look at us.

Mr. Sean Christian, 2714 Caron Lane, Senior director of Facilities Management for St. Francis for Northeast Louisiana, said at the hospital over this past year they have made significant changes to the outside of their hospital. He said the First Baptist Church of Monroe they are in the process of a significant overhaul of that facility. He said he want the City and downtown Monroe to continue to grow and get better every single day. He said every year they bring in more medical students

and they want them to see what the City have to offer for them to stay. He said unfortunately Monroe is not a place to start a medical career. He said they are committed to Monroe and downtown Monroe, and they will continue to be here when some of the other facilities are no longer here. He noted they want to make the downtown area the place to go and hang out and feel safe.

Mr. Lee Denny, 1507 Park Avenue, thanked the Mayor and the City Council for the opportunity to speak and he thanked them for their willingness to serve the community and help it grow. He said in his former hometown Lake Providence he was on the Police Jury for eight years and he understands the jobs and role they do. He said he has been a business owner in Monroe for 32 years and a business owner in the downtown economic development footprint for several years. He said he has been serving on the DEDD for 4 years and in the last three years the board has made more progress than he has ever seen. He said they have the funding in place to make Monroe and downtown not only a vibrant place to be but a destination. He said make no mistakes about Monroe is the hub of Northeast Louisiana and it's not only for Monroe it's for the whole region. He said they completed Phase 1, and they are asking the Council to approve Phase 2. He said there are so many things that can happen, and they all have dreams of it and Monroe can be that destination impact for Northeast Louisiana that they believe it can be. He said the board is not about politics and they are trying to make Monroe the best version of itself that it can be to not only help Monroe but to help the region. He said they started Phase 1 several months ago and the project has been on the way about 3 years, and they want the Council to vote for them to move to Phase 2 which will complete from the river to 6th Street. He said it is going to do things in our community no matter where they live.

Mr. Fred Hill, 200 North 4th Street, said he has been in downtown business since 2001, and he appreciates the people in the community that have been good to his business. He said he has been on the DEDD board many years and they have put together projects and about two years ago they decided to take one project DeSiard Street and focus on that which is where they are right now.

Mr. Larry Battron, 1545 Frenchman Bend, stated he also serves on the DEDD and there is nothing that makes him prouder than watching the growth of downtown. He said the City should be proud of the facilities here that are providing jobs for the community. He said they would appreciate the Council supporting Phase two of the DeSiard Street project.

Mr. McFarland stated all that was said on tonight was good, and he had an opportunity to have a great conversation with the head of the Engineering department. He said Mr. Morgan McCallister, City Engineer, was extra kind and gave him all the information he needed. He said he explained things to the T and also in the breath of conversation understanding downtown has a TIF which is excellent. He further stated they were able to obtain a bond to have all these funds and he explained to him the details and scope of the project downtown. He noted if he made a motion for something 99% chance of him voting against is not factual. He said he is going to support this, and he came with a made up mind to support it because of the head of the engineering department reaching out to him. He further noted he also want to see a TIF for the Southside and he said he gave the Mayor a letter concerning it. He said it has now been two months and he hasn't received not one answer from him concerning the letter. He said he desired to have the same matter of conversation he had with the department head with the Mayor. He said he is not the big bad wolf, and he is concerned about the people of his district, and he want it fair across the board. He said he deserves an answer, not ignored of his letter concerning the TIF for the Southside. He said he has talked to businesses downtown, and he understands. He said he needs the Mayor to understand his pain for the Southside board and what they need in order to survive and be productive on the Southside of Monroe.

Mr. Muhammad stated he is going to support this because downtown is the center of all economic growth and activity. He said in order for them to be the OneRoe they are striving to be SEDD deserves it's TIF. He further stated they have a plan, and they need to be included in the Master Plan for 25 years. He said they have asked the Mayor to include South Monroe in the Master Plan. He said SEDD has put a plan together, but it can't go anywhere if it's not funded, and they need the TIF. He said just like the gentlemen from DEDD came forward and fighting hard for downtown, but he appreciates if SEDD get the same respect. He said they are working out what difference they have on that board but when they bring the plan to support it.

Ms. Woods said she echoes the same sentiments as her colleagues.

There being no objection from the Council, Ms. Woods stated she would deviate for a moment to recognize Mr. John Barnett, National Civil Rights Activist visiting the City with the Jordans. She thanked him for being at the City Council meeting.

Department of Planning Urban Development:

- (a.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8791 authorizing a Subrecipient Agreement between the City of Monroe and the Louisiana Housing Corporation for \$127,943.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto. (There were no public comments.)
- (b.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8792 authorizing a Subrecipient Contact between the City of Monroe and Christopher Youth Center, Inc. for up to \$82,217.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto. (There were no public comments.)
- (c.) Upon motion Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8793 authorizing a Subrecipient Contact between the City of Monroe and the Wellspring Alliance for families for up to \$42,000.00 in HUD/Emergency Solutions Grants Program Funding and further providing with respect thereto. (There were no public comments.)
- (d.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8794 authorizing an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYA Community Development Corporation, Inc. in the amount of \$50,000.00 from HOME M-23-MC-23-0206, and further providing with respect thereto. (There were no public comments.)
- (e.) Upon motion Mr. Muhammad, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8795 authorizing an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) Quest 4 Success in the amount of \$31,000.00 from HOME M-23-MC-23-0206, and further providing with respect thereto. (There were no public comments.)
- (f.) Upon motion Mrs. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8796 authorizing a Professional Services Agreement with United Way of Northeast Louisiana for the PUD TBRA Financial Education Series and further providing with respect thereto. (There were no public comments.)

Mayor Ellis wanted to give flowers where they're due Planning and Urban Development and United Way. He said he had an opportunity to sit and visit with a lot of folks especially at the Christopher Youth Center. He said it was heartbreaking and refreshing at the same time to understand the Christopher Youth Center and their mission. He said it deals with teenage homelessness and United Way guides people to the services they need. He said please take a deep drive to see ways you can help similar to the food bank they're always looking for volunteers.

(g.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8797 authorizing a Professional Services Agreement with Let's Fix It! LLC for the PUD's Nonprofit Capacity Building Program and further providing with respect thereto.

Ms. Kenya Roberson, Northeast Louisiana Black Chamber of Commerce, said Let's Fix It! LLC was amazing and she had the pleasure of being one of his students. She said she would suggest going forward whenever this program starts the chambers get the information for their nonprofit organization. She said this is definitely something that can be very advantageous to the nonprofit organizations because there is definitely a lot of information they are not privileged to, and he definitely dives in and dissect the program. She said she is for it, but she would like for the Chamber to be in the know for when its coming for them to advocate and make sure their members are apart of this wonderful program.

Ms. Woods stated Ms. Ellen Hill, Director of Planning and Urban Development, and her team are doing an amazing job. She said this kicks off the community engagement piece

Ms. Ellen Hill noted the professional service agreement is a part of the Action Plan that the Council approved a couple months ago. She said this kicks off the community engagement piece for the consolidated planning and for the next five years but more importantly they have made the committed to help the community. She said they are working with United Way with the idea that they need sustainability, and their goal is to have a capacity building institute for organizations that are at different phases. She further noted they are doing this primarily because they want to make sure the organizations that come to them for federal funds are adequately prepared to be able to take on that burden. She stated this is a series of workshops that will give them a chance to know about budgeting, the legalities, compliance, and requirements then be better prepared to seek funding. She stated if they want a functional community the nonprofit sector must be strong and that is one of the reasons they partner with Unity Way with the idea of really developing. She thanked the Council for the opportunity and for agreeing with the investment in their federal funds.

Ms. Woods thanked Ms. Hill for all that she does, and she said she is looking forward to more grants.

Mrs. Ezernack thanked them for all the hard work, and she congratulated the organizations that are going to be the recipients of the funds to help them expand their programming into the community.

Engineering Services:

- (a.) Upon motion Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8798 approving Change Order No. One (1) for the WPCC UV Disinfection System Project and further providing with respect thereto. (There were no public comments.)
- (b.) Upon motion Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8799 authorizing Task Order No. 8 with S.E. Huey Co. to provide CE&I for the La 15 (Winnsboro Road) Streetscaping Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland said again he commend the head of the engineering department for taking the time out to go through this project with him. He said rested assure that what is going to happen on Winnsboro Road the Southside will have some improvements he promise. He said they will see some improvements on the Southside of Monroe, and he said just give them some time. He said they are going to make sure some things happen and with this project it's just a start. He said he really believe they would be happy with this improvement that will be coming forth in the very near future on Winnsboro Road.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and approved to Introduce an Ordinance repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (Mrs. Ezernack nay)

Ms. Lori Hursey, 302 Baron Road, stated she just moved back to Monroe two years ago and she wanted to find ways to help her city grow because she is impressed with everything. She said she is curious about the next three ordinances, and she wanted to know why they are repealing things that were just voted for in December. She wanted to know if there is concern with funding not being done correctly.

Mr. McFarland wanted to know if Ms. Hursey is a resident of the City of Monroe.

Ms. Hursey said she is a business owner, and she is a resident of Sterlington which is a Monroe area and affected by Monroe's Commerce. She said her business is 514 Finks Hideaway Road and 100 Fieldstone Lane both in Monroe.

Mr. McFarland stated he thinks Ms. Hursey information is incorrect and he said this came up just a few weeks ago. He said he brought this back to repeal and the Mayor decided to veto it. He said he is bringing it back and that is his prerogative as the City Councilman. He further stated under the previous Mayor the limit was \$30,000 now they have \$250,000 blank check that can assign contracts and move forward, and they think that is a little to much. He said they need to negotiate that down some and he said he is so glad she came forward to voice those concerns.

Ms. Hursey wanted to know how to support Mr. McFarland's concerns and she said it wasn't meant to be an accusation. She wanted to know what are the concerns because with her brief google

search which is possibly not accurate this was just passed June 11, 2024, and she wanted to know what has changed since that time.

Mr. McFarland said there was a Resolution in place now, it's a law and he is repealing that, and the change is the \$250,000 without Council's approval. He said he was not on the Council at that time.

Ms. Hursey wanted to know if Mr. McFarland didn't trust what the Council before him approved.

Mr. McFarland noted he guess he doesn't, and he placed it back on the agenda. He said again the \$250,000 is a little bit to much and that is his concern.

Ms. Hursey wanted to know if the amount had been misused in the past.

Mr. McFarland said it seems as if all the contracts aren't were they need to be at this present time. He said he will give a little bit more time on receiving that information and once he receives all information then he will speak on those matters. He said when the contracts aren't available for him to review in a timely fashion he thinks that is concern enough.

Mayor Ellis noted the City was sitting at \$30,000 for a public works contract the Police Jury 250, School Board is at 250, and every surrounding municipalities a third of our size were at 200 or more. He said to move and deliver projects in a more expedient manner they wanted to go along the lines of the purchasing policy for the State Legislative Auditor's threshold. He further noted the City still have to go under bid law, still have to get quotes, and those quotes the City go with the lowest bidder. He said the City still have to comply with all laws and before any accusations are levied the Purchasing Director has been on vacation, but he is back. He said those contracts that were requested will all be in the hands of Council. He said that is why he will continue to veto and that's his prerogative to move this forward. He said to continue to operate in a way to where they can fill a pothole and not have to wait six months before they have to do it. He said they can bring it back and forward which they have the right of Council to not agree with it and they can move it forward that is the checks and balances of government.

Ms. Hursey said she didn't want to just support one person, but she assumed the Council approved it a few months ago.

Mr. McFarland said yes, true enough it's the Mayor prerogative just like it's his prerogative but again they have to see the fairness of this. He said they have tried to talk, and it seems the Mayor doesn't want to talk to him at all. He said if he continues to veto then this Council will continue to do what they need to do. He noted they don't want to slow down the progress of the City and they want to know about the contracts and where they are going. He said when they say they are going to the lowest bidder the Mayor said he can negotiate with the individuals on the contract to get them at a certain bid and he doesn't like that at all. He said let's do it the right way and the lowest bidder is the lowest bidder not trying to negotiate in order for the Mayor to award that. He said when you open up a discussion be ready for a rebuttal because he is not going to lay there and let the Mayor say certain things and catch amnesia what he has said to him beforehand. He said he has an issue with this, and he will always have an issue with it. He said they can have meeting of the minds and work through this, but the Mayor doesn't even want to talk to him, that's the problem.

Ms. Kenya Roberson, Northeast Louisiana Black Chamber of Commerce, said they had lengthy discussions at varies Council meetings in reference to this. She said they requested, asked, and begged for it not to go up to that amount. She said they had over fifteen to twenty people that asked for that to not happen and it did pass. She said it wasn't abrupt and she appreciated Mr. McFarland for bringing it back up to show them he is listening. She said they want to make sure all businesses are able to have fair share whether small or huge businesses. She said they have to do things equally and fairly and there are varies contracts that will never be known if not questioned. She said they don't know how many agreements are signed every day and the only way for them to know is to inquire, call the Council, or come to the podium. She said from a Chambers perspective that have to answer to the members she serve, and they are not privileged to the information that is in the Council's packet she has to answer to them. She said she has asked in the past for the Professional Services that are listed, and she was given a general three page list. She said when her members

asked what do they do she need to able to explain it them entirety so that next year they are line and have the proper information to be the vendor on the City.

Ms. Sonya Jacobs, 700 University Avenue, said it wasn't about the 30,000 going to 250 just arbitrarily but it was a question about a fair and equitable distribution of the resources. She said she has heard business owner's come and vie for opportunities for the downtown economic development district. She said the City of Monroe is 64%, not minority but black and every city or municipality's procurement practices should reflect the community that it serves. She further noted when examine the City of Monroe procurement practices it nowhere reflected the 64% black community that it serves. She stated they were told they can't find DBEs and how do you say in a city this black that you can't find black people. She said there are 19 DBE certified firms in the Twin Cities. Her company is one of them and she has been DBE certified for some years. She further stated she has been accredited to have helped the DBEs in Northeast Louisiana for the State and roll up to their numbers to help them get certified and they're still not being used neither is her company. She said they have talked, addressed it, and had amicable discussion about how the City can move forward. She said they don't have a problem, and the bible says if you faithful over a few things will make you ruler over many. She said they weren't faithful over the 30 so why ask for a quarter of a million. She said when they looked at the City and compared their purchasing and procurement practices and \$250,000 they were doing they neglected to invoke the DBE policies and practices. She said they want to move forward because they want true economic development and those true procurement practices will be inclusive and not exclusive.

Mr. Roosevelt Wright, 2406 Oak Street, said he rose to address this item because of another issue and the charter for the City of Monroe allows the Council the prerogative to set all fees and franchises. He said it doesn't say contracts which means every single City Council gets a chance to decide whether it want to delegate some of its responsibility to the Mayor. He noted the last City Council chose to delegate it to the Mayor to the point of \$250,000 this City Council has chosen not. He said for the Mayor to say he's going to do outside of what the charter says would be an illegal act. He said it seems bad when the Mayor has the power to veto the Council because he will veto and keep doing the legal acts. He said at some point the Council is going to have to go to court and they can't use Mr. Creekbaum because his check is signed by the Mayor. He said the Council will have to get an attorney and sue because he's telling you every time you put it back on agenda he is going to veto it again. He further noted what the public need to understand this \$250,000 says the Mayor can up \$249,000 he can contract with whoever he want, and he has to say is he got quotes from somebody. He said he doesn't have to have any laws that says that he has to provide for any minority participation or anything and doesn't have to tell the Council or the public who he gave that contract to that's illegal because the charter gives that responsibility to the Council.

Mr. Muhammad said he appreciated Bishop McFarland for bringing this back because there has to be a meeting of the minds at some point. He said if there is not going to be a meeting of the minds they are going just be locked in here. He said in the meantime they will put some ordinances in place to strengthen the DBE participation. He said it is to many loopholes in the DBE participation and they have DBE participants having to get bonds when they really don't need to get them. He said for them to get the proper participation and get it at the proper percentage that's equitable to the City's population.

Mr. McFarland noted he need to make sure they all understand that he is not going to give up on this fight and he will continue to place it there until they move forward. He said if they have to go to court on it, but the Mayor cannot veto is resolution. He said since he has made this open statement, and he said they can put plenty of resolutions in place that the Mayor can't do anything about. He further noted they want the City to move forward but Mr. Mayor is going to have to sit down and have a conversation with him. He said all walking past, won't speak, talk to him, and won't answer his letters that has to stop. He said they can sit down and have a conversation about this and if it works for the department head it can work for him too. He noted he is again throwing the olive branch to sit down and have a conversation and if not they will put resolutions in place the Mayor can't override.

- (b.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and approved to Introduce an Ordinance repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (There were no public comments.) (Mrs. Ezernack nay)
- (c.) Upon motion Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Introduce an Ordinance amending Section 36-23 of the City of Monroe Code and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad stated this particular ordinance is being introduce dealing with the water rates going up automatically. He said they want to halt that and be able to take a look at the water rates and the amount they are going up to have a little bit more control of it. He said he has been talking to Mrs. Rowell about it briefly, but his particular ordinance is to halt the automatic increases on the water rate.

Ms. Woods said they are talking about halting the automatic increases and to understand they are not saying there won't be increases. She said it would come before the Council and then decide where they are with the water because the City prides itself for having excellent water. She said the City has a state of the art water treatment plant and they are trying to see if at all would be possible to give any kind of reprieve to our constituents and seniors in particular because they are on fixed incomes. She said this is one of the things they are just looking at and no one is saying anything is going to happen, but they will look at it.

Mr. Muhammad noted there are other communities that buy water from the City of Monroe, and he think they need to look at passing some of this cost onto those buying the water from the City not to the residents.

Mrs. Stacy Rowell, Director of Administration, said out the City limits do pay a higher rate.

Mr. Muhammad said Greater Ouachita isn't buying water from the City anymore.

Mrs. Rowell said they cut back, and she is not sure if they completely pulled out. She said they still have Town and Country who buy from the City.

Mr. Muhammad said he doesn't want to see some much of the cost being passed on to the citizens of Monroe.

Mr. Sean Benton, Water System Manager, said he is probably totally against this overall and he said if you look across the nation of water systems itself they're failing because of underfunding more than anything. He said currently the City just built a \$30 million plant with 30 years to pay on it and they used maybe 10 to 12 million of that money. He said outside of that they still have water distribution lines that need to be repaired and water mains blowing everywhere currently right now. He noted the City water rates are still below the national average when it comes per thousand and the citizens of Monroe should be proud of what the City have going on. He further noted the City have a great state of the art plant that's been put in place that drives economic development. He said he thinks they should look at opportunities to keep funding the water system and also at the same time the City have sewer issues. He said the water rates are based on sewer usage with an estimate of probably 100 million for sewer projects that need to happen currently and another 6 million for water line projects that need to happen. He stated relating to Greater Ouachita the City lost \$3 million hit annually by losing them as customers and they didn't have time for an additional bond to do water distribution projects.

Mr. Muhammad wanted to know when Greater Ouachita pull out.

Mr. Benton stated two and half years ago.

Mr. Muhammad noted for clarification the increase was implemented in 2018 and the City didn't anticipate Greater Ouachita pulling out.

Mr. Benton said they didn't know anything until Greater Ouachita pulled out. He said the contract was signed and they were turning dirt out there at the location.

Mayor Ellis said there is additional federal funding to help rural communities to stand up their own water system.

Mr. Benton said the rates will have to keep increasing to keep up with mandate and there is a contamination out there called PFAS something huge they will have to start testing. He said at times change regulatory issues are going to come up. He said chemical costs go up based on gas and oil prices. He said there are so many factors in doing business right now that's why a lot of utilities in smaller communities can't afford to have quality water because they don't have the resources.

Mr. McFarland stated some things Mr. Benton said were good and there are some things he disagrees. He said Mr. Benton said he is totally against this Ordinance, and he is saying he is against the fact the Council should take a look at it to see if they need the increase or not. He said the ordinance is not about repealing but to just take a look at it every year. He further stated the other issue he have is when he gets his water bill the gallons of water equal to the gallons of sewer, impossible. He said the water he use to wash his truck and water his garden is called sewer water too; it's not going in the sewer. He said they are being charged for the same usage of water equal to the same amount of usage for sewer that's problematic. He said that is why he feels they need to have a retreat to rectify some of the issues because it's not right. He said if things are going well, and they are in the black and they don't need to increase at that moment or year they give the citizens of Monroe a bypass but the next year it may be back in place. He said this is not repealing anything and they just want to take a look at it to make a final decision to make the best decision for Monroe.

Mr. Benton said he agrees, and he believes transparency is important more than anything and he said he has been in that plant for over 25 years. He said he know where they came from and where they are trying to get too. He said seeing what is currently going on he doesn't want to see any that push them back. He said he supports transparency, and he support people who understand what they are doing and how they are trying to move the City forward as it comes to water itself. He said mark his words on how many water system will fail when the storm comes and at the end of the day they are passionate about what they do at the water system plant.

Mr. Muhammad wanted to know how much of the American Resue Act funds was put into the water system.

Mr. Benton noted off the top of his head around 13 or 14 million.

Mr. Muhammad stated that is a lot of money and he wanted to know how much did the City get from the government American Rescue Act.

Mr. Benton noted about 18 million.

Mr. Muhammad stated the City put 14 of 18 million dollars into the water treatment plant. He said that's fine and that is what the Council prior to them did but he doesn't think all that 18 million dollars for the City to put 14 million into to the water treatment plant when the City have other issues.

Mr. Benton noted when the City had a \$40 million price tag for the water treatment plant they were looking for every funding mechanism possible. He further noted they generated money revenue from the water fund to help pay for it. He said they also generated funds from selling municipal bonds that they are paying on also.

Mr. Muhammad said instead of first passing it on to the citizens he think they can find other ways to find some money. He said the American Rescue Act money was a blessing because that money came down through covid. He said didn't get down to the people it was poured all into the plant. He said even the Police Juror was able to give money to nonprofits to help the community.

Mrs. Ezernack this is only for introduction this evening and moved to vote aye for introducing.

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

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

(a.) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,235 declaring property in the Monroe Air Industrial Park no longer necessary

for public use and authorizing said property to be sold to private sale to Ochsner LSU Health

System of North Louisiana and further providing with respect thereto. (There were no public comments.)

The Chairman Open the Hearing:

(b.) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and approved Ordinance No. 12,236 repealing an Ordinance No. 12,192, which purported amended the Monroe City Charter without voter approval, and to restore the Charter to its prior state. (Mrs. Ezernack Nay)

Mr. Roosevelt Wright, 2406 Oak Street, noted the Monroe City charter has some provisions that says in order to amend the charter must be presented to the public to vote on it. He said this particular ordinance changed the departments and put it under another. He further noted the ordinance said amending the Monroe City charter that can not be. He said the City Council cannot amend the Monroe City charter and he said he spoke against it at that time, and he wrote against it in the newspaper. He said the Mayor is probably going to veto this one as well, but the reality is that it is a legal issue, and they have to follow the charter. He said they can reorganize the departments any way they want, and all the Mayor has to do is tell them he is going to reorganize the department but to amend the City charter they can't do that without the vote of the public. He said this needs to be repealed and if the Mayor vetoes this the Council needs to get a lawyer because if he can't keep vetoing and keep doing it illegally.

The Chairman closed the hearing seeing no one come forward.

Mrs. Ezernack wanted Mr. Creekbaum to speak about the legality of what the Council is doing here this evening.

Mr. Creekbaum said he is responding to what Mr. Wright just said and the only portion of it that he quibble with a little bit was Mr. Wright said the Mayor is doing something illegal. He said he would remind Mr. Wright that the Mayor proposed a reorganization under section 4:10 of the charter that required him to submit a letter to the Council informing the Council of it's reorganization. He said at that time the Council had 60 days to act or not act and Mr. Wright's issue is with the action that the Council took not any action the Mayor took. He said the Mayor's step was singular procedural step submitting a letter to the Council, so the Mayor didn't approve any resolution or ordinance that came before this body. He said he still doesn't fully understand the full intent of the ordinance is singularly to point out that the charter itself was not amened and clarify the action of a previous Council or if the intent of this ordinance is to undo the approval that was granted back then. He said he can't opine on it further because he is not fully informed of the intent of what this is supposed to accomplish in effect.

Ms. Woods noted she was the only no vote when this came through Council and clearly they were being misled because the ordinance itself said amend. She said with it saying amend they were indefinite violation of the charter because the charter clearly states that you can't amend or change without taking it to the electors. She said that was her argument then and that's still her argument now. She further noted she sent for an attorney general's opinion on it and the Attorney General told her she couldn't ask by herself it had to come on behalf of the whole Council. She said stated the Council was in favor of it so she couldn't get that approved. She said she talked to an attorney that said clearly they were in violation, and she was one person amongst four and there was nothing done. She said she think because they were led astray and in her opinion they did it illegally at the time that it should be reversed and then revoted on.

Mr. McFarland said he had the same sentiments on this matter, and he thinks Mr. Creekbaum with conversations with him knows he looks at certain words. He said he brought it to his attention that word there amend messed up the whole deal and he didn't write it, put it in there, but he found it in there. He said there it is amended, and they want to spend up some of the City's money to go to court. He said let's repeal this and give it to the people to vote on it that's all they are saying. He stated to give the citizens of Monroe the right to vote it up or vote it down. He said the Council did not have the right and it is because of the wording, and he was not on the Council when they put that wording in there, you all did it. He said all they are trying to do is correct it and take it back to the people vote it up or down. He said if the people say no then we are back where we suppose to be.

Ms. Woods said clearly Mr. Creekbaum and her can agree on this the Mayor does have the authority because of his position to do organizational changes anyway that he wants. She said the problem was whoever wrote that ordinance wrote it wrong.

Mr. Creekbaum said the point that was just made is correct. He said in part, if it is proposed as a referendum, there are two separate in the charter governing how this particular issue can be addressed. He said one by the administration reorganization in 4:10 and the other is by general referendum. He said he is just pointing out some things in the charter can be changed by ordinance or act of the Council because the charter says it can be changed by ordinance or act of the Council. He said the Mayor's salary, Council's salary, and administration reorganization are one these are things where the expedite power to say whether than having to go back to the people to change these things they can change it by administrative act of the Council which is usually important. He noted there are some other things such as the popular referendum section unless the charter says it can be changed by this process then it goes back to the vote of the people.

Mr. McFarland wanted to know if Mr. Creekbaum is saying if the Council take this to court if the City wins.

Mr. Creekbaum said he is saying they need to have a legal discussion.

Mr. McFarland stated he differs with Mr. Creekbaum with that one word, and you can't take that one word back. He said the only way to rectify this is to repeal it and then bring it back to the people. He said this should not be a Mayor's decision it should be the people's decision on this matter. He said the only thing they are saying in order to achieve the goal the Mayor desires to just do it the right way.

Mr. Muhammad said PUD is a very important department and it stands on it's on. He said it's not even about the person that is the head of that department but it's about the charter. He said when you use the word amend he think that is where they run a foul and you can't amend it. He noted the Mayor can bring a reorganization to the Council to approve it pending taxpayers approval.

Mr. Creekbaum said that is not the process specified in the charter and he is happy to discuss the legalities.

Mr. Muhammad said they are going to pull it back and if the Mayor want to veto he hopes he don't do that and just put it back. He said whatever problem there is in the department they can work that out and he hasn't seen a new reorganization chart.

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

(c.) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Ordinance No. 12,237 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.

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

(d.) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Ordinance No. 12,238 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 South 35', Lot 1, Square 90, Lee Avenue Addition, Ouachita Parish, 3001 ½ Lee Ave., District 4, Monroe, La, by adjudication at tax sale dated June 11, 2019, and further with respect thereto. (There were no public comments.)

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

(e.) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Ordinance No. 12,239 amending and re-enacting Chapter 13 of the Monroe City Code, Entitled Drainage and Flood Control, and further providing with respect thereto. (There were no public comments.)

<u>The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed</u> (f.) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Ordinance No. 12,240 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. (There were no public comments.)

Ordinances Vetoed Ordinances (Ord. No. 12,229 and 12,230)

(g.) Ms. Carolus Riley, Council Clerk, The Mayor vetoed Ordinance No. 12,229 and Ordinance No. 12,230 and returned them to the Council on August 27, 2024, at 7:58 p.m. The Mayor's veto, along with his veto message, was delivered to the Council on August 27, 2024, at 8:31 p.m. The veto and veto messages for each Ordinance will be maintained in the Council records.

Citizen's Participation:

- (1) Mr. James Tatum, Transit employee, said that there are a lot of things going on at Transit that he and the Mayor had discussed. He hopes that the Mayor will stop and listen to what they have to say about things going on at Monroe Transit. He has concerns about how the Monroe Transit Department has become a revolving door with the younger or newer employees not staying based on what management has insinuated. He said that they are working in a hostile environment, and he really hopes that it stops. He wants to know how to stop management from poisoning their minds against the union. The younger employees are being told by management that the union isn't this or that, mainly sowing seeds of discord in the workspace amongst the employees. He stated that their job is to train them to be successful operators with longevity and tenure just like he has, since he's been a part of Monroe Transit for 20 years. He is requesting a meeting with the Mayor and his representative. He believes that it is time for them to have a conversation concerning these issues they are having in order for them to be in one accord. He also added that the senior citizens still work and use public transportation, they don't have enough seats with covers over them in three-digit weather, inclement weather, cold weather, etc. or no covers with seats. He said that this needs to be rectified.
- (2) Mr. Curtis Garth, 2300 Georgia Street, said that the Lord God Almighty is who we serve. He stated when there is a crime, it gets reported. He said to the Mayor and Police Officers that he has reported several crimes, and they refuse to properly investigate reported crime. He said that the City of Monroe has police records where they are falsifying records. He said they won't put it on the agenda because they refuse to discuss it. He said that during the hurricane a few years back the State of Louisiana gave \$15 Billion dollars when Kathleen Blanco was in office. He said that when John Bell was in office, they received \$3 Billion dollars from the State, he raised taxes and still had a \$2 million dollars deficit. He said all you have to do is look at the judging order because we ended up with a \$133 million dollar surplus. He said that he doesn't know what else to do for the City to assist him with this matter.
- (3.) Ms. Gwen J. Dickson, 100 Memorial Drive, said that if the people who were hired would do their job, then our city would be a better place to live. She said that she has tried several attempts to schedule a meeting with Chief Zordan, but she hasn't received one. She said that she has gone to the Public Safety Building several times and nothing. She said that that Corp. Kwaskic Heckard tried to speak with her, but she refused to speak to him because she wanted to speak with the Chief. She said that she wanted to file a complaint and was told to go to Wood Street. She said that the people were extremely rude, and she spoke with one detective that was nice to her, but when she went back to follow up, the detective was on vacation for two weeks. She said that the police officers need to get themselves together or eventually, they will be sued. She said that she feels that her grandson has been profiled by the police because of the type of vehicle they are driving. She said that she will not allow the police to harass her grandson.
- (4.) Ms. Kenya Roberson, Black Chamber of Commerce, thanked the ones that decided to accept the invitation to be a panelist for the Government Luncheon at the end October. She said the event will be held at Civic Center at 11 o'clock and most of the Mayors, Aldermen, and Councils that represent in the 13 parishes. She said that out of the 13 parishes, they will have 7 of the mayors present at the event on the panel. She said that she hates that the Mayor won't be there because it's at the Civic Center and the Mayor won't be present. She said that she has extended several invitations to the Mayor, and he hasn't been available to attend. She said it is her prayer that one day she will see the Mayor at one of their events.
- (5.) Ms. Johnnie Thomas, 414 South 8th Street, said that some things equal common sense. She said that we are all in this together and we need to be on one accord. She said that we have all these ministers here, we need to pray and get along. She said that these meetings have really gotten out

of hand, and it doesn't make sense. She said that we are all adults, and we have children, grandchildren and this is not the way to act. She said that things that have gone on here are very ugly and that we need to pray and pray and get on one accord.

(6.) Ms. Mondrian Douglas, 5513 Long Drive, thanked Councilman McFarland and Muhammad for suggesting her to be on the Board of Adjustments. She said that one of the requirements is that you have to own property to serve on the board. She said since she doesn't own any property, she was not able to serve on the board. She said that when she qualified to run for office she wasn't asked if she owned any property. The two Presidential candidates that are running weren't asked if they own any property, only requirement was living in the United States for 14 years. She said that she feels like they need to change the verbiage in their bylaws about people owning property, that shouldn't qualify you to serve on the board. She also stated that it saddens her that our people have to come up and complain about being harassed by the police. She said that Mr. Creekbaum should be making sure that the people that are wearing uniforms are not a walking liability. There being no further business to come before the council, the meeting was adjourned at 8:27 p.m., upon motion of Mr. McFarland and it was seconded by Mr. Muhammad.

Ms. Juanita G. Woods	
Chairman	
Ms. Carolus S. Riley	
Council Clerk	
Ms. Ileana Murray	
Staff Secretary	

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

CITY OF MONROE

LEGAL DEPARTMENT Civil Division

Brandon W. Creekbaum City Attorney

Sydnee C. Clary Assistant City Attorney

MEMO

DATE:

September 16, 2024

TO:

CAROLUS RILEY

FROM:

LEAH ARNOLD

RE:

CONDEMNATION FOR CITY COUNCIL SEPTEMBER 24, 2024

Please place the following condemnation on the agenda for the City Council on September 10, 2024.

- 1. 3503 HALSELL ST (D3) OWNER: ALBERTA BYRD C/O KATIE LONG
- 2. **401 N 17TH (& 1613 BREARD ST) (D3)** OWNER: MCKINLEY INVESTMENTS, LLC; XAVIER WALLACE C/O DAVID WALLACE; & DAVID WALLACE
- 3. 715 STANDIFER (D5) OWNER: RALPH T WILLIAMS

c: Ellen Hill

Stacy Newbill

Angelic Dorsey

Tommy James

Jimmie Bryant

Reginald Burrell

Brandon Creekbaum

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION APPOINTING JESSIE SMITH TO INFRASTRUCTURE COMMISSION.	THE MONROE CAPITAL
WHEREAS, the Monroe Capital Infrastructure Co established for the purpose of advising and recommending to the implementation of the City's Capital Improvement Program (Ordinal Control of	e Mayor and City Council on the
WHEREAS, the Monroe City Council shall appoint Commission, one of which shall be a Council member, for four (4	
WHEREAS, the Monroe City Council desires to appoint City Council appointee on the Commission for a four (4) year ter and ending on September 24, 2028.	Jessie Smith to serve as a Monroe m beginning September 25, 2024,
NOW, THEREFORE BE IT RESOLVED by the City Louisiana, in legal and regular session convened, that Jessie Smithe Monroe Capital Infrastructure Commission as a Monroe C beginning September 25, 2024, and ending on September 24, 2028	th be, and is hereby, appointed to ity Council appointee for a term
This Resolution was submitted in writing and was then su vote thereon being as follows:	abmitted to a vote as a whole. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the	_ day of September 2024.
	CHAIRPERSON
CITY CLERK	

STATE OF	TATE OF LOUISIANA NO				
CITY OF N	IONROE				
The adoption and	following Resolut I was seconded by	tion was offered by Mi Mr./Ms.	. /Ms	•	_ who moved for its
A RI	SOLUTION	CONFIRMING AND	THE	APPOI	NTMENT OF TO THE BOARD
	MISSIONERS AND FURTHER	FOR THE SOUTI PROVIDING WITH	HSIDE EC RESPECT		DEVELOPMENT
two membe	rs to the Board o	33:2740.51 previously f Commissioners of the by the African American	e Southside	Economic I	Development District
WH Commerce's	EREAS, the terms list to the Board (n of the prior appoint (Wright, Jr. and Jones) l	ments from as expired;	African Ar	nerican Chamber of
amended La	. R.S. 33:2740.51	to remove the power to the power to appoint	appoint from	n the African	n American Chamber
WH members to	EREAS, La. R.S. the Board from a l	33:2740.51 now requi	res the Mon 1roe Regional	roe City Co Black Char	uncil to appoint two nber of Commerce;
wh name to the	EREAS, the Mon Northeast Louisian	roe Regional Black Cha na Black Chamber of Co	amber of Con ommerce;	nmerce, Inc.	formally changed its
WH Chamber of	EREAS, in accordance has su	rdance with La. R.S. bmitted a list of potential	33:2740.51, al appointees	the Northe	ast Louisiana Black the Board; and
andChamber of	Commerce to se	roe City Council desires from the listerve as members of the hig September 24, 2027.	t provided by	y the Northo a three (3)	east Louisiana Black year term beginning
Commission	n legal and regulariers of the Southsi	BE IT RESOLVED alar session convened,, be, and are here ide Economic Developing September 24, 2027.	thatby, appointe	d as memb	ers of the Board of
This vote thereon	Resolution was subeing as follows:	abmitted in writing and	was then sub	mitted to a	vote as a whole. The
AYE	S:				
NAY	'S:				
ABS	ENT:				
And	the Resolution wa	s declared ADOPTED	on the	day of Septe	ember 2024.
		·	e.	CHAIRPE	RSON



September 13, 2024

Monroe City Council 400 Lea Joyner Expressway Monroe, LA 71201

RE: Appointments for the Southside Economic Development District

Dear Monroe City Council Members,

I hope this letter finds you well. On behalf of the Northeast Louisiana Black Chamber of Commerce, I am writing to formally submit our appointment nominations for the Southside Economic Development District in accordance with the recent changes to the law (RS 33:2740.51), effective October 18, 2023.

After careful consideration, we have selected the following individuals to represent our community and contribute their expertise to the Southside Economic Development District:

- Michael Douglas, Sr.
- Herb Guillory
- Ernest Muhammad
- Aquila Givens

These individuals bring a wealth of experience, leadership, and a deep commitment to fostering economic growth within the Southside community. We are confident that their involvement will have a positive impact on the district's development and the broader Monroe area. Thank you for your attention to this matter. We look forward to your confirmation of these appointments and to working together to continue advancing the economic prosperity of Monroe's Southside.

Please feel free to contact me if you require any further information or documentation regarding our nominations.

Sincerely,

Kenya Roberson

Kenya Roberson

Executive Director

Northeast Louisiana Black Chamber of Commerce
(318) 235-4840

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION APPOINTING BRYAN CREEKMORE INFRASTRUCTURE COMMISSION.	TO THE MONROE CAPITAL
WHEREAS, the Monroe Capital Infrastructure Contestablished for the purpose of advising and recommending to the implementation of the City's Capital Improvement Program (Order	ne Mayor and City Council on the
WHEREAS, the Mayor shall appoint four members to whom shall serve four (4) year terms; and	serve on the Commission, each of
WHEREAS, the Mayor desires to appoint Bryan Creekr (4) year term beginning September 25, 2024, and ending on	
NOW, THEREFORE BE IT RESOLVED by the Cit Louisiana, in legal and regular session convened, that Brya appointed to the Monroe Capital Infrastructure Commission for 2024, and ending on September 24, 2028.	n Creekmore be, and is hereby.
This Resolution was submitted in writing and was then s vote thereon being as follows:	ubmitted to a vote as a whole. The
AYES:	
NAYS:	· ·
ABSENT:	
And the Resolution was declared ADOPTED on the	_ day of September 2024.
	CHAIRPERSON
CITY CLERK	

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION APPOINTING CHELBI JOHNSON TO THE INFRASTRUCTURE COMMISSION.	MONROE CAPITAL
WHEREAS, the Monroe Capital Infrastructure Commission established for the purpose of advising and recommending to the Mayor a implementation of the City's Capital Improvement Program (Ordinance No.	and City Council on the
WHEREAS, the Mayor shall appoint four members to serve on the whom shall serve four (4) year terms; and	ne Commission, each of
WHEREAS, the Mayor desires to appoint Chelbi Johnson to the Coyear term beginning September 25, 2024, and ending on September 24, 2028	ommission for a four (4)
NOW, THEREFORE BE IT RESOLVED by the City Council Louisiana, in legal and regular session convened, that Chelbi Johnson be, a to the Monroe Capital Infrastructure Commission for a term beginning Sending on September 24, 2028.	and is hereby, appointed
This Resolution was submitted in writing and was then submitted to vote thereon being as follows:	a vote as a whole. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the day of Se	eptember 2024.
CHAIR	PERSON

STATE OF LOUISIANA NO	
CITY OF MONROE	
The following Resolution was offered by Mr. /Ms who moved adoption and was seconded by Mr. /Ms	for its
A RESOLUTION APPOINTING RODGER MCCONNELL TO THE MONROE CAP INFRASTRUCTURE COMMISSION.	ITAL
WHEREAS, the Monroe Capital Infrastructure Commission ("Commission") established for the purpose of advising and recommending to the Mayor and City Council implementation of the City's Capital Improvement Program (Ordinance No. 10,119);	was on the
WHEREAS, the Mayor shall appoint four members to serve on the Commission, e whom shall serve four (4) year terms; and	ach of
WHEREAS, the Mayor desires to appoint Rodger McConnell to the Commission for (4) year term beginning September 25, 2024, and ending on September 24, 2028.	a four
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of M Louisiana, in legal and regular session convened, that Rodger McConnell be, and is h appointed to the Monroe Capital Infrastructure Commission for a term beginning Septemb 2024, and ending on September 24, 2028.	ereby.
This Resolution was submitted in writing and was then submitted to a vote as a whole vote thereon being as follows:	e. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the day of September 2024.	
CHAIRPERSON	

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION APPOINTING JOSH ETHERIDGE TO THE INFRASTRUCTURE COMMISSION.	E MONROE CAPITAL
WHEREAS, the Monroe Capital Infrastructure Commission established for the purpose of advising and recommending to the Mayor implementation of the City's Capital Improvement Program (Ordinance N	r and City Council on the
WHEREAS, the Mayor shall appoint four members to serve on whom shall serve four (4) year terms; and	the Commission, each of
WHEREAS, the Mayor desires to appoint Josh Etheridge to serve four (4) year term beginning September 25, 2024, and ending on September 25, 202	
NOW, THEREFORE BE IT RESOLVED by the City Counce Louisiana, in legal and regular session convened, that Josh Etheridge be, at the Monroe Capital Infrastructure Commission for a term beginning ending on September 24, 2028.	and is hereby, appointed to
This Resolution was submitted in writing and was then submitted vote thereon being as follows:	to a vote as a whole. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the day of	September 2024.
CHAI	RPERSON



CITY OF MONROE

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

MEMO

To: Carolus Riley

City Council

From: Tim Lewis

Director of Taxation & Revenue

New Alcohol License (For September 24, 2024, Council Meeting)

Date: September 13, 2024

CLASS A - \$500 RESTAURANTS (LIQUOR)

CLASS E - \$500 PRIVATE CLUBS

CLASS B - \$500 CONVIENCE STORES (LIQUOR)

CLASS G - \$500 WHOLESALE (LIQUOR ONLY)

CLASS C - \$75 (BEER ONLY)

CLASS H - \$100 WHOLESALE (BEER ONLY)

CLASS D - \$60 (BEER - OFF PREMISES)

NEW ALCOHOL LICENSE

CLASS A (NEW) (1)

1. Sip N Chill 1314 Sterlington Rd Monroe, LA 71203

Owners: Ramesh Sapkota and Kumar Mainali

CO - CLEARED **SALES TAX CLEARED DISTANCE REPORT CLEARED**

Conditional Use Permit

(CUP 110-24) PARAM, LLC/Lakhwinder Singh 3224 Louisville Avenue Monroe, LA 71201

This is a major conditional use permit to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. The use is for a new tobacco and alcohol retail business. The establishment proposes to provide a drive-thru service. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

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

REVIEW CRITERIA:

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

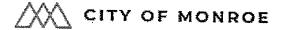
- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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



PUBLIC HEARING CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE: CUP 110-24

APPLICANT: PARAM, LLC/Lakhwinder Singh

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mrs. Pamela Hill

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use Permit (Major) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District, at 3224 Louisville Avenue and recommends the application be approved.

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

City of Monroe **Planning Commission**

CASE NO.:

CUP 110-24

NAME OF APPLICANT: ADDRESS OF PROPERTY: PARAM, LLC/Lakhwinder Singh

3224 Louisville Avenue

COUNCIL DISTRICT:

REQUEST:

A Major Conditional Use Permit (CUP) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District. The property is located at 3224 Louisville Avenue.

PURPOSE OF REQUEST:

The purpose of the request is to allow the applicant to sell

alcohol for a new neighborhood retail business.

SIZE OF PROPERTY:

0.563-acres (more or less)

PRESENT ZONING:

B-3 (General Business/Commercial) District

PRESENT USE:

Vacant lot

MOST NEARLY BOUNDED

BY (STREETS):

North of DeSiard Street, south of Louisville Avenue, east of North Stanley Avenue and west of Powell Avenue.

SURROUNDING LAND USES:

The surrounding land use consists of Russell Moore Lumber Company, PeKing Restaurant and EastGate Shopping Center and retail sales good establishments in all directions.

ADVERSE INFLUENCES:

Increase in traffic for the area.

POSITIVE INFLUENCES:

Increase retail sales taxes for the City.

COMMENTS/

RECOMMENDATIONS:

The applicant is requesting to allow the sale of alcohol for consumption off-premises for a proposed new tobacco and alcohol store. The applicant will construct the site to adhere to and meet the minimum building requirements of the Comprehensive Zoning Ordinance. This store is

proposing to have a drive-thru for this site.

The applicants are attempting to acquire of the use

approved prior to purchasing the land.

CUP 110-24 PARAM, LLC/Lakhwinder Singh

The applicant must obtain a certificate of occupancy and occupational license and tobacco license for this location.

There are no churches, schools, playgrounds, or library within a 300' radius of this property.

As per the Comprehensive Zoning Ordinance, this request does not follow the guidelines for said request. The future land use for this area is geared towards education/medical campus interests.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

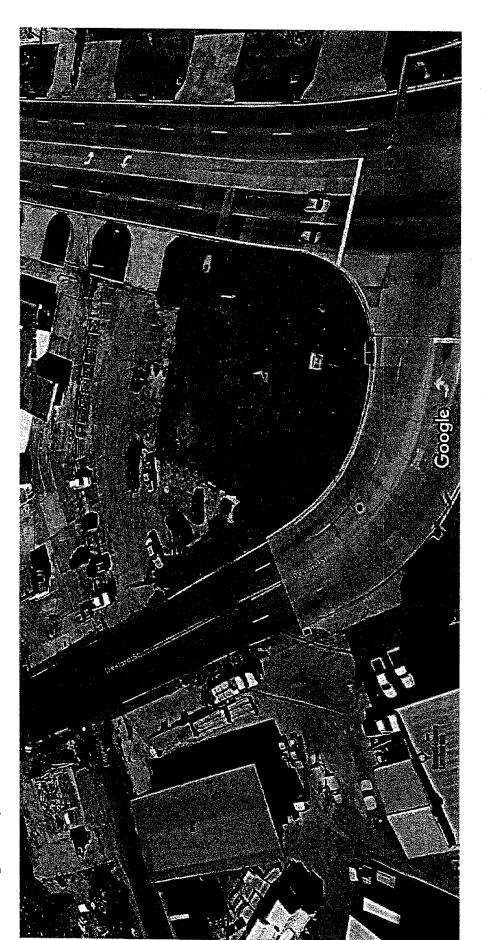
Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

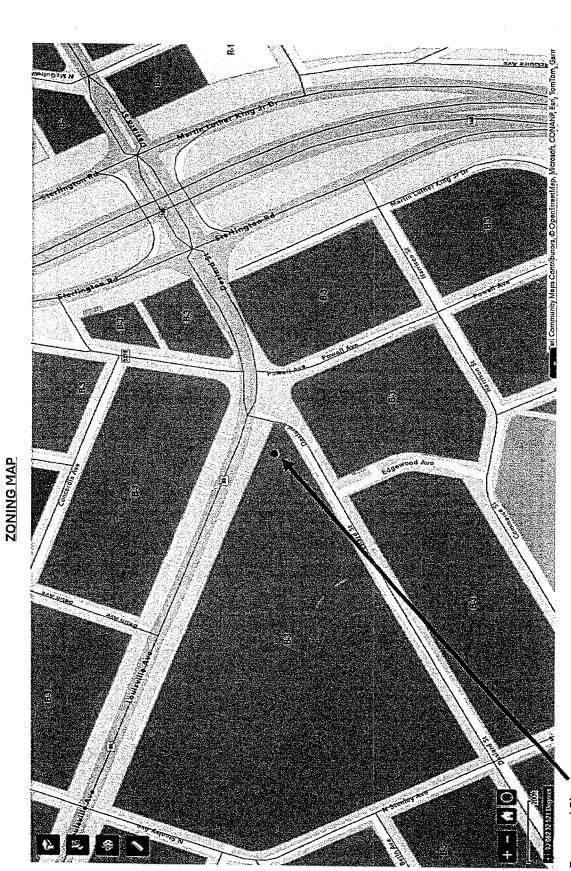
Google Maps 3224 Louisville Ave



Imagery @2024 Google, Map data @2024, Map data @2024 20 ft



Request to allow the sale of alcohol for consumption off-premises



Proposed Site

Conditional Use Permit

(CUP 112-24) Starns Kenny & Easterling Law Firm/PopShelf 4219 Pecanland Mall Drive Monroe, LA 71203

This is a major conditional use permit to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. The is an added use to the existing retail goods establishment. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

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

REVIEW CRITERIA:

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

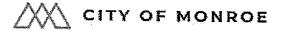
- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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



PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 9, 2024

Monroe, Louisiana

RE: CUP 112-24

APPLICANT: Starns Kenny & Easterling Law Firm/PopShelf

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mrs. Pamela Hill

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use Permit (Major) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District, at 4219 Pecanland Mall Drive and recommends the application be approved.

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

City of Monroe Planning Commission

CASE NO.:

CUP 112-24

NAME OF APPLICANT: ADDRESS OF PROPERTY: Starns Kenny & Easterling Law Firm/PopShelf

4219 Pecanland Mall Drive

COUNCIL DISTRICT:

3

REQUEST:

A <u>Major</u> Conditional Use Permit (CUP) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District. The property is located at 4219 Pecanland Mall Drive.

PURPOSE OF REQUEST:

The purpose of the request is to allow the applicant to sell alcohol for a new neighborhood retail business.

SIZE OF PROPERTY:

0.27-acres (more or less)

PRESENT ZONING:

B-3 (General Business/Commercial) District

PRESENT USE:

Existing business

MOST NEARLY BOUNDED

BY (STREETS):

North of Pecanland Mall Drive, south of Millhaven Road and east of Powell Avenue.

SURROUNDING LAND USES:

The surrounding land use consists of Target, Ross's and other retail goods establishments in all directions.

ADVERSE INFLUENCES:

Increase in traffic for the area.

POSITIVE INFLUENCES:

Increase retail sales taxes for the City.

COMMENTS/

RECOMMENDATIONS:

The applicant is requesting to allow the sale of alcohol for consumption off-premises for an existing retail goods establishment. The existing store is PopShelf #30251, a general retail merchandise business, that is seeking to sell packaged alcoholic beverages (beer and wine) for

consumption off-premises. The applicant will construct the

site to adhere to and meet the minimum building

requirements of the Comprehensive Zoning Ordinance.

The applicant must obtain a certificate of occupancy and occupational license and tobacco license for this location.

CUP 112-24 Starns Kenny & Easterling Law Firm/PopShelf

There are no churches, schools, playgrounds, or library within a 300' radius of this property.

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request. The future land use for this area is geared towards highway commercial mixed use, which is geared towards office/commercial, and retail uses interests.

OPTIONS:

Approve the applicant's request as presented.

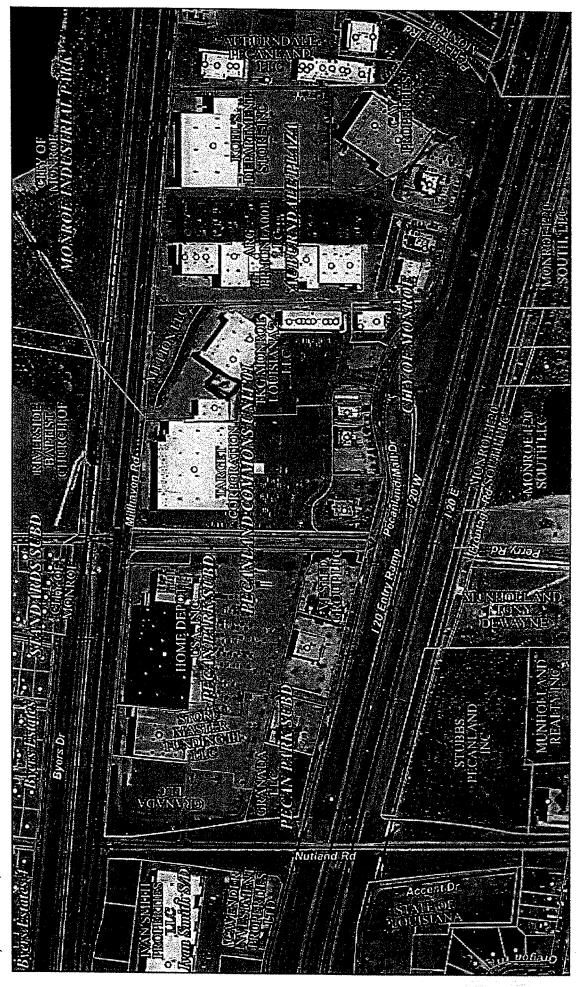
Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.



1 inch = 400 feet

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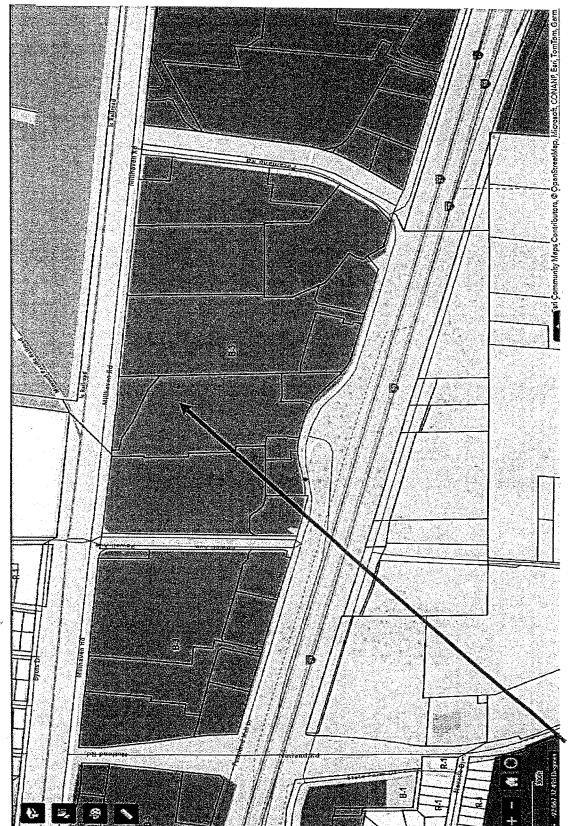
ACI

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

Google Maps popshelf



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



Proposed Site,

Conditional Use Permit

(CUP 114-24) Daquiri's & Deaux 512 Louisville Avenue Monroe, LA 71201

This is a major conditional use permit to allow the sale of alcohol for consumption off-premises in the B-3 (General Business/Commercial) District. The is an added use to sell daquiri's through a drive-thru, for a new restaurant. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

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

REVIEW CRITERIA:

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

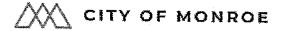
- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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



PUBLIC HEARING CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE: CUP 114-24

APPLICANT: Daquiri's & Deaux

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mrs. Pamela Hill

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area *are* sufficient to justify the request for a Conditional Use Permit (Major) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District, at 512 Louisville Avenue and recommends the application be approved.

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

City of Monroe Planning Commission

CASE NO.:

CUP 114-24

NAME OF APPLICANT: ADDRESS OF PROPERTY: COUNCIL DISTRICT:

DAQUIRI'S & DEAUX 512 Louisville Avenue

4

REQUEST:

A <u>Major</u> Conditional Use Permit (CUP) to allow the sale of alcohol for consumption off-premises, in the B-3 (General Business/Commercial) District. The property is located at 512 Louisville Avenue.

PURPOSE OF REQUEST:

The purpose of the request is to allow the applicant to sell alcohol for consumption off-premises (daquiri's through the drive-thru) for a new restaurant.

SIZE OF PROPERTY:

0.09-acres (more or less)

PRESENT ZONING:

B-3 (General Business/Commercial) District

PRESENT USE:

Proposed restaurant building

MOST NEARLY BOUNDED

BY (STREETS):

North of Arkansas Avenue, east of North 5th Street, south of Louisville Avenue and west of North 6th Street.

SURROUNDING LAND USES:

The surrounding land use consists of Enoch's Restaurant, retail goods establishments and commercial offices in all directions.

ADVERSE INFLUENCES:

Increase in traffic for the area.

POSITIVE INFLUENCES:

Increase retail sales taxes for the City.

COMMENTS/

RECOMMENDATIONS:

The applicant is requesting permission to sell alcohol for consumption off-premises for the proposed restaurant. The applicant proposes to add daquiri machines to the business and serve through a new drive-thru window.

The applicant must obtain a certificate of occupancy and occupational license for this location.

There are no churches, schools, playgrounds, or library within a 300' radius of this property.

CUP 114-24 Daquiri's & Deaux

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request. The future land use for this area is geared towards urban mixed-use, which accommodates residential and commercial uses.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

Google Maps 764 LA-15

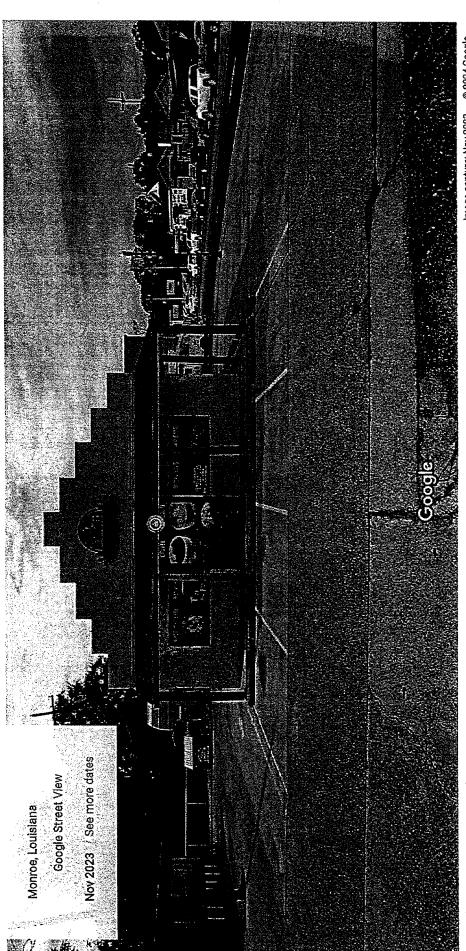


Image capture: Nov 2023 @ 2024 Google

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Google Maps 763 LA-15

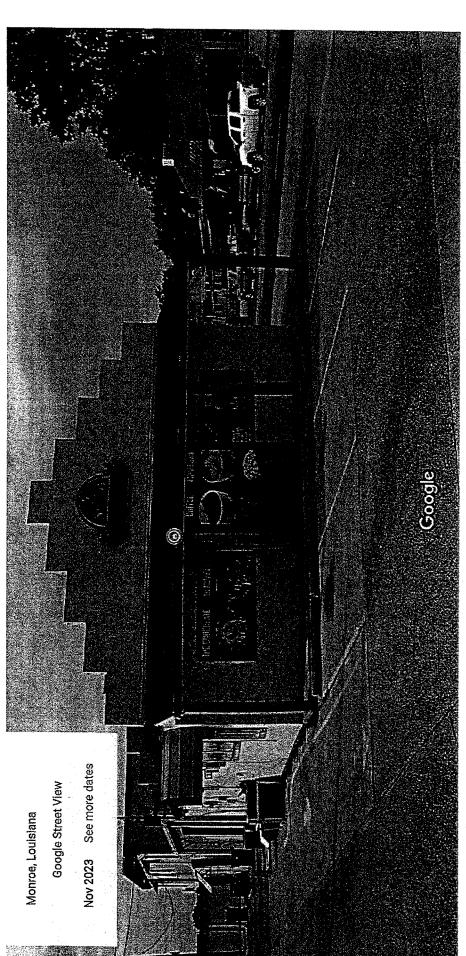


Image capture: Nov 2023 @ 2024 Google



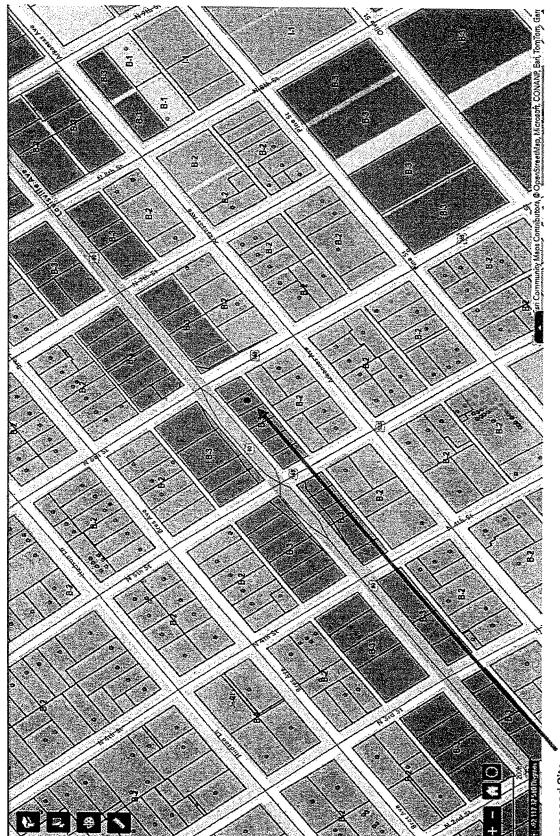
1 inch = 200 feet

This map should be used for reference purposes only and should not be considered a legal document. While every effort has been made to ensure the accuracy of this product, the publication of this map and the notations on it, or as a result of the use or misuse of the information provided herein.

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🍑 via DataScout OneMap[®]



Proposed Site

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 A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NORTHEAST LOUISIANA BLACK CHAMBER OF COMMERCE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, a vibrant business community is vital to the City's growth and success, and the City desires to support initiatives and services that promote the health, growth, and improvement of its business community;

WHEREAS, chambers of commerce, including the Northeast Louisiana Black Chamber of Commerce, support the business community by providing resources to help business grow and develop, connect with their local communities, and work with governmental institutions to find solutions to local challenges;

WHEREAS, the Northeast Louisiana Black Chamber of Commerce supports the City's business community by providing opportunities for businesses and local officials to meet, maintaining programs that focus on identifying development opportunities for local businesses, and identifying workforce development opportunities to meet the needs of the City's residents and businesses;

WHEREAS, the City desires to support the Northeast Louisiana Black Chamber of Commerce programs and initiatives, which have a direct and positive impact on the City, its businesses, and the region, by entering into a cooperative endeavor agreement that provides funding to the Northeast Louisiana Black Chamber of Commerce in exchange for certain commitments from the Northeast Louisiana Black Chamber of Commerce;

WHEREAS, the provision of funds under the cooperative endeavor agreement will serve a public purpose by promoting economic development, enhancing the business community, and providing opportunities to learn and communicate with the business community;

WHEREAS, the City receives commensurate value under this CEA by receiving direct services from the Northeast Louisiana Black Chamber of Commerce and ensuring that events are hosted to provide opportunities for government officials to engage with the business community; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and the Northeast Louisiana Black Chamber of Commerce is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with the Northeast Louisiana Black Chamber of Commerce.

CITY CLERK	
	CHAIRPERSON
And the Resolution was declared ADOPTED on the	day of September, 2024.
ABSENT:	
NAYS:	
AYES:	

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

Cooperative Endeavor Agreement <u>City of Monroe and the Northeast Louisiana Black Chamber of Commerce</u>

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of September_____, 2024 (the "Effective Date"), by and between the City of Monroe (the "City"), a Louisiana political subdivision operating under home rule charter, and the Northeast Louisiana Black Chamber of Commerce, Inc. ("NLBCC"), a Louisiana non-profit corporation.

Recitals

WHEREAS, a vibrant business community is vital to the City's growth and success, and the City desires to support initiatives and services that promote the health, growth, and improvement of its business community;

WHEREAS, chambers of commerce, including the Northeast Louisiana Black Chamber of Commerce, support the business community by providing resources to help business grow and develop, connect with their local communities, and work with governmental institutions to find solutions to local challenges;

WHEREAS, the Northeast Louisiana Black Chamber of Commerce supports the City's business community by providing opportunities for businesses and local officials to meet, maintaining programs that focus on identifying development opportunities for local businesses, and identifying workforce development opportunities to meet the needs of the City's residents and businesses; and

WHEREAS, the City desires to support the Northeast Louisiana Black Chamber of Commerce's programs and initiatives, which have a direct and positive impact on the City, its businesses, and the region, by entering into this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the City and Northeast Louisiana Black Chamber of Commerce do hereby covenant and agree as follows:

I. NLBCC's Obligations

NLBCC shall provide the following services under this Agreement:

- 1. Periodically coordinate and/or host events that provide engagement opportunities for federal, state, and local officials and the business community, help identify areas to support or improve the Monroe business community and showcase the City of Monroe and its business community. These events shall include the following:
 - a. Subject to availability, luncheons, or other similar functions, featuring members of state, local, and federal government;

- b. State of the Chamber;
- c. Quarterly Member's Meetings;
- d. Education Brunch;
- e. Corporate Connect;
- f. Business Roundtables;
- g. Non-Profit Organizations; and
- h. Juneteenth Events.
- 2. Host monthly community meetings (e.g. "Business & Non-Profit Roundtables") to provide updates to business and residents about current events in the City and to solicit feedback from the community about areas of concern and interest.
- 3. Notify the City of all NLBCC ribbon cuttings within the City and provide a City representative an opportunity to speak or present at each such ribbon cutting.
- 4. For each ticketed event hosted by the NLBCC under this Agreement, the NLBCC shall provide the City with eight (8) complimentary tickets and shall identify the City of Monroe as an event host or sponsor.
- 5. Market the City of Monroe and its business community, including engaging in local and regional marketing campaigns or promotions using commercially reasonable media forms (e.g. print media, social media, podcasts, radio programming, etc.).
- 6. Provide recruitment and retention services that help businesses within the City attract new employees and maintain and develop their existing workforce.
- 7. Identify opportunities to attract new business or expand existing business.
- 8. Provide quarterly updates to the Mayor and Chief Economic & Cultural Development Officer on the NLBCC's recruitment, retention, and attraction efforts under this Agreement and all other services provided under this Agreement.
- 9. Deliver updates to the Monroe City Council, at their request, on the NLBCC's activities under this Agreement.
- 10. Provide, at its sole cost and expense, overhead and administrative support to maintain the services required by this Agreement.

II. City Obligations

The City shall:

- 1. Within thirty (30) days of the Effective Date of this CEA, pay to the NLBCC the sum of Fifteen Thousand and XX/100 (\$15,000.00) Dollars to support the NLBCC's operations, services, and efforts under this Agreement.
- 2. Provide the NLBCC with up to Ten Thousand (\$10,000.00) in in-kind, facility rental fees (excluding expenses), including rental fees for the Monroe Civic Center, the Public Safety Center, and City of Monroe Recreational Centers, to be used for NLBCC events.

The City shall have no further obligations or liability under this Agreement.

III. Term

The term of this Agreement shall commence on the Effective Date and terminate on September 30, 2025.

IV. Cancellation

Either party may cancel or terminate this Agreement upon ninety (90) days' written notice to other party. If either party breaches any of its obligations or commitments under this Agreement and fails to cure any such breach within thirty (30) days after receiving written notice of the breach, this Agreement may be cancelled for cause. The parties may mutually agree to cancel or terminate this Agreement at any time, with or without notice.

V. Auditor's Clause

The Louisiana Legislative Auditor and City of Monroe auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. The NLBCC shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

WITNESSES:	CITY OF MONROE BY:
	Stacey Rowell, Director of Administration
WITNESSES:	NORTHEAST LOUISIANA BLACK CHAMBER OF COMMERCE
	BY: Kenya Roberson, Executive Director

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 A COOPERATIVE ENDEAVOR AGREEMENT WITH THE MONROE CHAMBER OF COMMERCE, INC. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, a vibrant business community is vital to the City's growth and success, and the City desires to support initiatives and services that promote the health, growth, and improvement of its business community;

WHEREAS, chambers of commerce, including the Monroe Chamber of Commerce, Inc. ("Monroe Chamber"), support the business community by providing resources to help business grow and develop, connect with their local communities, and work with governmental institutions to find solutions to local challenges;

WHEREAS, the Monroe Chamber supports the City's business community by providing opportunities for businesses and local officials to meet, maintaining programs that focus on identifying development opportunities for local businesses, and identifying workforce development opportunities to meet the needs of the City's residents and businesses;

WHEREAS, the City desires to support the Monroe Chamber's programs and initiatives, which have a direct and positive impact on the City, its businesses, and the region, by entering into a cooperative endeavor agreement that provides funding to the Monroe Chamber in exchange for certain commitments from the Monroe Chamber;

WHEREAS, the provision of funds under the cooperative endeavor agreement will serve a public purpose by promoting economic development, enhancing the business community, and providing opportunities to learn and communicate with the business community;

WHEREAS, the City receives commensurate value under this CEA by receiving direct services from the Monroe Chamber and ensuring that events are hosted to provide opportunities for government officials to engage with the business community; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and the Monroe Chamberis attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with the Monroe Chamber of Commerce, Inc.

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 September, 2024.
CHAIRPERSON
CITY CLERK

Cooperative Endeavor Agreement <u>City of Monroe and the Monroe Chamber of Commerce, Inc.</u>

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of September ______, 2024 (the "Effective Date"), by and between the City of Monroe (the "City"), a Louisiana political subdivision operating under home rule charter, and Monroe Chamber of Commerce, Inc. ("MCC"), a Louisiana non-profit corporation.

Recitals

WHEREAS, a vibrant business community is vital to the City's growth and success, and the City desires to support initiatives and services that promote the health, growth, and improvement of its business community;

WHEREAS, chambers of commerce, including the Monroe Chamber of Commerce, support the business community by providing resources to help business grow and develop, connect with their local communities, and work with governmental institutions to find solutions to local challenges;

WHEREAS, the Monroe Chamber of Commerce supports the City's business community by providing opportunities for businesses and local officials to meet, maintaining programs that focus on identifying development opportunities for local businesses, and identifying workforce development opportunities to meet the needs of the City's residents and businesses; and

WHEREAS, the City desires to support the Monroe Chamber of Commerce's programs and initiatives, which have a direct and positive impact on the City, its businesses, and the region, by entering into this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the City and Monroe Chamber do hereby covenant and agree as follows:

I. MCC's Obligations

MCC shall provide the following services under this Agreement:

- 1. Periodically coordinate and/or host events that provide engagement opportunities for federal, state, and local officials and the business community, help identify areas to support or improve the Monroe business community and showcase the City of Monroe and its business community. These events shall include the following:
 - a. Subject to availability, luncheons, or other similar functions, featuring the Governor and members of the Louisiana Congressional delegation;
 - b. Louisiana Association of Business and Industry luncheon;

- c. State of Local Government luncheon;
- d. Vision for the Future education luncheon;
- e. Northeast Louisiana Legislative Delegation luncheon;
- f. Northen Exposure;
- g. Annual Chamber Banquet;
- h. Thomas H. Scott Awards of Excellence; and
- i. Top 20 Under 40.
- 2. Host monthly community meetings (e.g. "Coffee and Conversations") to provide updates to business and residents about current events in the City and to solicit feedback from the community about areas of concern and interest.
- 3. Notify the City of all MCC ribbon cuttings within the City and provide a City representative an opportunity to speak or present at each such ribbon cutting.
- 4. For each ticketed event hosted by MCC under this Agreement, MCC shall provide the City with eight (8) complimentary tickets and shall identify the City of Monroe as an event host or sponsor.
- 5. Market the City of Monroe and its business community, including engaging in local and regional marketing campaigns or promotions using commercially reasonable media forms (*e.g.* print media, social media, podcasts, radio programming, *etc.*).
- 6. Provide recruitment and retention services that help businesses within the City attract new employees and maintain and develop their existing workforce.
- 7. Identify opportunities to attract new business or expand existing business.
- 8. Provide quarterly updates to the Mayor and Chief Economic & Cultural Development Officer on MCC's recruitment, retention, and attraction efforts under this Agreement and all other services provided under this Agreement.
- 9. Deliver updates to the Monroe City Council, at their request, on MCC's activities under this Agreement.
- 10. Provide, at its sole cost and expense, overhead and administrative support to maintain the services required by this Agreement.

II. City Obligations

The City shall:

- 1. Within thirty (30) days of the Effective Date of this CEA, pay to MCC the sum of Fifteen Thousand and XX/100 (\$15,000.00) Dollars to support MCC's operations, services, and efforts under this Agreement.
- 2. Provide MCC with up to Ten Thousand (\$10,000.00) in in-kind, facility rental fees (excluding expenses), including rental fees for the Monroe Civic Center, the Public Safety Center, and City of Monroe Recreational Centers, to be used for MCC events.

The City shall have no further obligations or liability under this Agreement.

III. Term

The term of this Agreement shall commence on the Effective Date and terminate on July September 30, 2025.

IV. Cancellation

Either party may cancel or terminate this Agreement upon ninety (90) days' written notice to other party. If either party breaches any of its obligations or commitments under this Agreement and fails to cure any such breach within thirty (30) days after receiving written notice of the breach, this Agreement may be cancelled for cause. The parties may mutually agree to cancel or terminate this Agreement at any time, with or without notice.

V. Auditor's Clause

WITNESSES:

The Louisiana Legislative Auditor and City of Monroe auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. MCC shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

CITY OF MONDOF

,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	CITT OF MONROE
	BY:
	Stacey Rowell, Director of Administration
WITNESSES:	MONROE CHAMBER OF COMMERCE
	BY: Roy Heatherly, Executive Director
4.	

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Ms adoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION AUTHORIZING A PROFESSIONAL THE PICARD GROUP, L.L.C. AND MONROE CH STATE AND GOVERNMENTAL AFFAIRS AND LO PROVIDING WITH RESPECT THERETO.	AMBER OF COMMERCE FOR
WHEREAS, the City, together with the Monroe Ch services of qualified and reputable firms to provide state services;	
WHEREAS, the City and Monroe Chamber of C Picard Group, L.L.C. previously to provide such services consistently and professionally met its obligations;	Commerce have contracted with The , and The Picard Group, L.L.C. has
WHEREAS, the City and Monroe Chamber desired The Picard Group, L.L.C. to continue provide state government	e to enter into a new agreement with mental affairs and lobbying services;
WHEREAS, the Contract for State Government between the City of Monroe, The Picard Group, and the Monroe and made part hereof.	ntal Affairs and Lobbying Services roe Chamber of Commerce is attached
NOW, THEREFORE BE IT RESOLVED by the Louisiana, in legal session convened, Stacey Rowell, Di authorized to enter into and execute the attached Contract Lobbying Services between the City of Monroe, The Picard Commerce.	rector of Administration, is hereby for State Governmental Affairs and
This Resolution was submitted in writing and was the vote thereon being as follows:	en submitted to a vote as a whole, the
AYES:	
NAYS:	
ABSENT:	T.
And the Resolution was declared ADOPTED on the	day of September, 2024.
-	CHAIRPERSON

CITY CLERK

CONTRACT FOR STATE GOVERNMENTAL AFFAIRS & LOBBYING SERVICES

This Contract for State Governmental Affairs Services (hereafter referred to as the "Agreement") by and between THE PICARD GROUP, L.L.C., a Louisiana limited liability company (hereafter referred to as "THE PICARD GROUP"), represented herein by Tyron D. Picard, its duly authorized Member, and THE CITY OF MONROE AND MONROE CHAMBER OF COMMERCE (hereafter referred to as "CLIENT").

- 1. <u>ENGAGEMENT</u>. In accordance with the terms of this Agreement, CLIENT hereby engages THE PICARD GROUP to serve as a state governmental affairs consultant and lobbyist for CLIENT, and THE PICARD GROUP hereby agrees to such engagement.
- 2. <u>TERM.</u> The term of this Agreement shall commence on October 1, 2024 and shall continue until September 30, 2025. This Agreement may be renewed thereafter by the mutual consent of the parties hereto, whereby CLIENT consent requires approval by the Monroe City Council. Either party to this Agreement may terminate this Agreement prior to its expiration date by providing no less than thirty (30) days written notice to the other party. In any event, CLIENT shall owe THE PICARD GROUP full payment for the monthly compensation period in which the notice of termination is provided.
- 3. <u>SERVICES</u>. THE PICARD GROUP shall provide the agreed upon scope of service to CLIENT as described in Exhibit A to this agreement and named "Scope of Work", which exhibit is incorporated fully herein by reference as an integral part of this Agreement. The services of THE PICARD GROUP hereunder shall be provided by or under the direction of Rodney Alexander.
- 4. <u>COMPENSATION</u>. As compensation for the state governmental affairs and lobbying services to be provided by THE PICARD GROUP hereunder, CLIENT shall pay THE PICARD GROUP a fee totaling \$70,000 per year commencing on October 1, 2024. The CITY OF MONROE shall pay \$65,000 per year, and the MONROE CHAMBER OF COMMERCE shall pay \$5,000 per year. Services rendered are billed at the beginning of each monthly compensation period. Payment is due upon receipt.
- 5. <u>EXPENSES</u>. Any expenses incurred by THE PICARD GROUP for entertainment, public relations, and travel associated with providing state governmental affairs and lobbying services to CLIENT under this Agreement shall be itemized and shall be subject to the approval of CLIENT. All clerical and personnel expenses incurred by THE PICARD GROUP in providing governmental affairs and lobbying services under this Agreement shall be at the sole cost of THE PICARD GROUP.
- 6. <u>DELINQUENT ACCOUNTS</u>. THE PICARD GROUP reserves the right to charge interest at a rate not to exceed twelve (12%) percent per annum on any balance outstanding on CLIENT's account that has been on our receivable list for more than thirty (30) days. If assessed,

this amount shall be added to CLIENT's monthly billing. THE PICARD GROUP reserves the right to terminate this relationship for nonpayment of fees or expenses.

- 7. <u>LIMITATIONS</u>. CLIENT acknowledges and agrees that THE PICARD GROUP shall have no liability for actions or decisions made in good faith while providing the governmental affairs and lobbying services hereunder. Further, CLIENT acknowledges and agrees that this Agreement is **not** a contract for legal services and any advice and services rendered by THE PICARD GROUP pursuant to this Agreement shall not constitute legal advice or legal services and shall not subject THE PICARD GROUP to professional liability for the rendering of legal services.
- 8. <u>INDEPENDENT CONTRACTOR</u>. The relationship of each party hereto shall be that of an independent contractor and nothing in this Agreement shall be construed as creating the relationship of employer and employee between a party and officers, employees, or agents of any other party or the relationship of a partnership or joint venture between or among the parties. No party to this Agreement shall have the right or the power to bind or obligate the other party to, or third-party beneficiary of, this Agreement.
- 9. <u>ENTIRE AGREEMENT</u>. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements, written or oral, with respect thereto.
- 10. <u>AMENDMENT</u>. This agreement may only be amended with the mutual consent of THE PICARD GROUP and CLIENT expressed in writing.
- 11. <u>DISPUTE RESOLUTION</u>. The parties hereto agree that the following alternative dispute resolution procedure shall be followed with respect to any dispute arising between the parties which in any manner arises out of or relates to the subject matter of this or the conduct of the parties in the performance of this Agreement.
- (a) <u>Mediation</u>. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by and through non-binding mediation. Any party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice the party receiving the notice shall submit to the other a written response. The notice and the response shall include a statement of each party's position regarding the matter in dispute and a summary of arguments in support thereof. Within thirty (30) days after delivery of the notice, the designated parties shall meet at a mutually acceptable time and place using a mutually acceptable mediator to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion. If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if

the parties fail to meet within thirty (30) days, either party may initiate legal proceedings as contemplated herein.

- 12. <u>TERMINATION</u>. This Agreement may be terminated under any or all of the following conditions:
 - A. Either party to this Agreement may terminate this Agreement prior to its expiration date by providing no less than thirty (30) days written notice to the other party;
 - B. If the CLIENT does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, the CLIENT may unilaterally terminate this Agreement. The CLIENT will make every effort to give THE PICARD GROUP thirty (30) days written notice prior to termination. In the event of termination due to a lack of appropriations, CLIENT will pay for the services provided by THE PICARD GROUP prior to the effective date of termination.
- 13. <u>GOVERNING LAW</u>. This Agreement will be governed by the laws of the State of Louisiana. The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana and Parish of Ouachita.

CITY OF MONROE	
By:	DATE:
Name:	
Title:	•
Duly Authorized	
MONROE CHAMBER OF COMMERCE	
By:	DATE:
Name:	
Title: Duly Authorized	
Duly Authorized	
THE PICARD GROUP, LLC	
Ву:	DATE:
Tyron D. Picard Duly Authorized	

Exhibit A

SCOPE OF WORK

The Picard Group (TPG) will provide state governmental affairs and lobbying services for CLIENT through the following:

State Government Affairs:

- Regular legislative efforts
- Monitor and track all identified and relevant legislation through the legislative process and regularly report to CLIENT
- Monitor and advise on state capital outlay projects
- Educate legislators, in particular the House and Senate committees of jurisdiction, in individual and group meetings on any policy issues or proposed state legislation with potential impact to CLIENT
- Assist with coordinating Ouachita Parish/Monroe Day at the Capitol
- Assist with high-priority projects at the legislative and executive levels for CLIENT
- Elevate CLIENT profile at the state level to build and strengthen CLIENT priorities

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION AUTHORIZING A COOPERATIVE EN WITH THE MISS MONROE SCHOLARSHIP PAGEANT OF FURTHER PROVIDING WITH RESPECT THERETO.	NDEAVOR AGREEMENT RGANIZATION, INC. ANI
WHEREAS, Article VII, Section 14(c) of the Constitution provides that, "For a public purpose, the state and its political subdivides or political corporations may engage in cooperative endeavors with States or its agencies, or with any public or private association, corporations are constituted by the constitution of the Constitution provides that, "For a public purpose, the state and its political subdivides or political corporations may engage in cooperative endeavors with the constitution of the Constitution provides that, "For a public purpose, the state and its political subdivides or political corporations may engage in cooperative endeavors with the constitution of the Constitution provides that, "For a public purpose, the state and its political subdivides or political corporations may engage in cooperative endeavors with the constitution of the	sions or political subdivision h each other, with the United
WHEREAS, the annual Miss Monroe Pageant, hosted by Pageant Organization, Inc., will be held on October 27, 2024, at New	the Miss Monroe Scholarshipville High School;
WHEREAS, the City of Monroe desires to participate in Monroe Pageant, which attracts visitors to the City, increases specific within the City, and provides access to sponsors and promotional \$10,000.00 in funding through a cooperative endeavor agreement to operations;	nding and sales tax revenue of the providing and sales tax revenue.
WHEREAS, this funding will serve a public purpos development, increasing tourism, and attracting events that showed quality of life of its residents;	se by promoting economicase the City and enhance the
WHEREAS, the City receives commensurate value under the Miss Monroe Pageant continues to be hosted within the City, receivables tax revenues to the City, and receiving promotional opportunities Pageant; and	ving the benefit of increased
WHEREAS, a copy of the Cooperative Endeavor Agreement and the Miss Monroe Scholarship Pageant Organization, Inc. is at hereof.	t between the City of Monroe tached hereto and made par
NOW, THEREFORE BE IT RESOLVED by the City Co Louisiana, in legal session convened, Stacey Rowell, Director of authorized to enter into and execute the attached Cooperative Endea Monroe Scholarship Pageant Organization, Inc.	of Administration is hereby
This Resolution was submitted in writing and was then submivote thereon being as follows:	itted to a vote as a whole, the
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the	day of September, 2024.
CHAIR	PERSON

CITY CLERK

Cooperative Endeavor Agreement <u>City of Monroe and Miss Monroe Scholarship Pageant Organization, Inc.</u>

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of September 25, 2024, by and between the City of Monroe (the "City"), a Louisiana political subdivision operating under home rule charter, and Miss Monroe Scholarship Pageant Organization, Inc. ("Miss Monroe"), a Louisiana non-profit corporation.

Recitals

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that, "For a public purpose, the state and its political subdivisions or political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;"

WHEREAS, the City of Monroe desires to participate in Miss Monroe's presentation of the Miss Monroe Pageant, which attracts visitors to the City, increases spending and sales tax revenues within the City, and provides access to sponsors and promotional opportunities;

WHEREAS, this CEA and the provision of funds thereunder will serve a public purpose by promoting economic development, increasing tourism, and attracting events that showcase the City and enhance the quality of life of its residents; and

WHEREAS, the City receives commensurate value under this CEA by ensuring that the Miss Monroe Pageant continues to be hosted within the City, receiving the benefit of increased sales tax revenues to the City, and receiving promotional opportunities unique to the Miss Monroe Pageant.

Agreement

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City of Monroe and Miss Monroe Scholarship Pageant Organization, Inc. agree as follows:

I. Miss Monroe's Obligations

Miss Monroe shall:

- 1. Hold the Miss Monroe Pageant at Neville High School Auditorium on or about October 27, 2024, and pay all fees associated with the rental of the facility;
- 2. Miss Monroe will provide space in its program to the City of Monroe to advertise and communicate about business opportunities in Monroe, Louisiana;
- 3. Provide the City with a report no later than December 31, 2024, documenting the estimated financial impact of the Miss Monroe Pageant within the City, including: i) the number of attendees; ii) an estimate of the hotel, restaurant, and retail expenditures within the City; iii) revenues generated from the Miss Monroe Pageant; iv) the number and amounts of all scholarships provided; v) a listing of all radio, television, and media announcements/advertisements of the event; and vi) a description of any other economic impacts the Miss Monroe Pageant had on the City;
- 4. Account for all funds received and spent under this CEA, which shall be provided to the City upon request.

II. City's Obligations

The City shall disburse \$10,000.00 to Miss Monroe for use in the operation and presentation of the 2024 Miss Louisiana Pageant.

III. Auditor's Clause

The Louisiana Legislative Auditor and City auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. Miss Monroe

shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

IV. Cancellation of CEA

If Miss Monroe breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving such notice, the CEA shall be cancelled, and the funds disbursed under this CEA shall be fully reimbursed to the City.

THUS DONE, READ AND SIGNED in the presence of the undersigned legal and competent witnesses, in the City of Monroe, Ouachita Parish, State of Louisiana, on this ____ day of September, 2024.

WITNESSES:	CITY OF MONROE	
·	BY:Stacey Rowell, Director of Administration	
WITNESSES:	MISS MONROE SCHOLORSHIP PAGEANT ORGANIZATION, INC	
	BY: Gaundhi Hays-Kline, Executive Director	



125 Cambridge Drive Monroe, LA 71203 (318)791-2880 missmonroepageant@yahoo.com

September 6, 2024

To: Mayor Ellis and City Council members From: Miss Monroe Scholarship Organization

Subj: Sponsorship of Miss Monroe Pageant for Miss Monroe 2025

- 1. The Miss Monroe Competition tentative date is Sunday, October 27, 2024 at the Neville High School Auditorium. We will crown two titleholders on that day, Miss Monroe's Outstanding Teen 2025 and Miss Monroe 2025. Two additional titles, Miss Pride of Monroe's Outstanding Teen 2025 and Miss Pride of Monroe 2025, will be awarded if we have enough contestants.
- 2. We are seeking your financial or in-kind support of \$10,000 to make this pageant an outstanding event as we crown our city's royalty. Because of your support last year, we were able to award our outstanding contestants with \$4,000 in scholarships.
- 3. The girls really enjoyed the state competitions. The girls love Monroe and they are very grateful for all of the support they have received.
- 4. We hope that our titleholders have served and represented Monroe professionally, with style, dignity, and grace.
- 5. Please contact me if you have any questions. I would like to receive all contributions as soon as possible so I can prepare for an amazing competition.

Respectfully Submitted,

Gaundhi Hays-Kline Executive Director

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /Msadoption and was seconded by Mr. /Ms	who moved for its
A RESOLUTION AUTHORIZING AN AGREEMENT INDEMNITY COMPANY OF CONNECTICUT FOR INSTRANSIT SYSTEM AND FURTHER PROVIDING WITH	URANCE FOR THE MONROR
WHEREAS the current insurance for the Monroe Transurance Company of Connecticut, and this insurance policy e	nsit System is with The Travelers expires September 30, 2024; and
WHEREAS, the City of Monroe desires to enter into Travelers Insurance Company of Connecticut for insurance for	an renewed agreement with The the Monroe Transit System; and
NOW, THEREFORE BE IT RESOLVED by the Cir Louisiana, that Stacey Rowell, Director of Administration, is lagreement for the insurance policy with The Travelers Insurance Monroe Transit System, effective October 1, 2024.	hereby authorized to enter into ar
This Resolution having been submitted in writing, int submitted to a vote as a whole, the vote thereon being as follow	croduced and published, was then
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on the	day of September 2024
CH	AIRPERSON
CITY CLERK	

Commercial Insurance Proposal



Presented by: Peyton Farr

September 17, 2024



www.forthinsurance.com

This document summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

Locations schedule

660 - 7S777137 - Commercial Package Program

LOC/BLDG 1/1

DESCRIPTION

TRANSIT BUS

OPERATION

2/2 INSTITUTION

ADDRESS

700 WASHINGTON, MONROE, LA 71201

205 CATALPA, MONROE, LA 71201

Commercial Auto

Company	Eff Date	Exp Date
The Travelers Indemnity Co of Connecticut	10/1/2024	10/1/2025
Coverage Detail		
Description		Limits
Bodily Injury & Property Damage Liability (Symbol 7,8,9.	·	1,000,000
Uninsured Motorists - Each Accident		Rejected
Hired / Borrowed Auto Liability	4	Included
Non-owned Auto Liability		Included
Liability SIR		\$25,000
Comprehensive Deductible (\$2,000, \$10,000 or \$25,000)	4	Per Schedule
Collision Deductible (\$2,000, \$10,000 or \$25,000))	· · · · · · · · · · · · · · · · · · ·	Per Schedule

Vehicles

Vehi	cle			Comp Deductible	Collision Deductible
1	191	2019 Ford Goshen	1FDFE4FS9KDC60626	\$10,000	\$10,000
2	2001	2020 Gillig	15GGB271XL3194888	\$25,000	\$25,000
3	2002	2020 Gillig	15GGB2711L3194889	\$25,000	\$25,000
4	904	2009 Gillig	15GGB271791176157	\$25,000	\$25,000
5	1301	2013 Gillig	15GGB3015D1181544	\$25,000	\$25,000
6	31	2014 Ford Explorer	1FM5K7B8XEGC55079	\$2,000	\$2,000
7 .	32	2015 Dodge Caravan	2C4RDGBG4FR564375	\$2,000	\$2,000
8	2003	2020 Gillig	15GGB2718L3914890	\$25,000	\$25,000
9	38	2019 Dodge Grand Caravan	2C4RDGBG3KR756283	\$2,000	\$2,000
10	1701	2017 Gillig	15GGB2714H1185851	\$25,000	\$25,000
11	1702	2017 Gillig	15GGB2716H1185852	\$25,000	\$25,000
12	34	2016 Ford F-150	1FTMF1CF8GKE18990	\$2,000	\$2,000
13	1801	2018 Gillig Transit	15GGB2713J3190534	\$25,000	\$25,000
14	1802	2018 Gillig Transit	15GGB2715J3190535	\$25,000	\$25,000
15	1803	2018 Gillig Transit	15GGB2719J3190536	\$25,000	\$25,000
16	1804	2018 Gillig Low Floor	15GGB2719J3190537	\$25,000	\$25,000
17	1805	2018 Gillig Low Floor	15GGB2710J3190538	\$25,000	\$25,000
18	35	2017 Ford Explorer	1FM5K7D8OHGC74919	\$2,000	\$2,000
19	37	2019 Dodge Durango	1C4RDHAG4KC738231	\$2,000	\$2,000
20	36	2019 Dodge Ram	3C6JR6DTOKG504815	\$2,000	\$2,000

21	42	2022 Chevrolet Colorado	1GCHSBEA9N1256035	\$2,000	\$2,000
22	2103	2021 Gillig Low Floor	15GGB1716M3196364	\$25,000	\$25,000
23	211	2021 Ford E450 Cutaway Van	1FDFE4FN4MDC38062	\$10,000	\$10,000
24	212	2021 Ford E450 Cutaway Van	1FDFE4FN7MDC40789	\$10,000	\$10,000
25	213	2021 Ford E450 Cutaway Van	1FDFE4FN2MDC38061	\$10,000	\$10,000
26	2101	2021 Gillig Low Floor	15GGN2718M3195555	\$25,000	\$25,000
27	2102	2021 Gillig Low Floor	15GGB271XM3195556	\$25,000	\$25,000
28	39	2021 Chevrolet Traverse	1GNERFKW2MJ158587	\$2,000	\$2,000
29	: 48	2023 Chevrolet Trailblazer	KL79MMS25PB174272	\$2,000	\$2,000
30	46	2023 Chevrolet Traverse	1GNERFKW3PJ212936	\$2,000	\$2,000
31	TBD	2024 Ford F-150 PU	1FTMF1KPXRKD48759	\$2,000	\$2,000
32	TBD	2024 Chrysler Pacifica SUV	2C4RC1BG7RR178893	\$2,000	\$2,000

Drivers

Please forward updated list of drivers for 2024-25 term.

General Liability

Company	Eff Date	Exp Date
The Travelers Indemnity Co of Connecticut	10/1/2024	. 10/1/2025
Coverage		Limits
Aggregate Limit		\$1,000,000
Products/Completed Operations		\$1,000,000
Personal Injury & Advertising		\$1,000,000
Each Occurrence Limit		\$1,000,000
Damage to Premises rented to you		\$ 300,000
Medical payments		Excluded

Umbrella

- Company	Eff Date	Exp Date
The Travelers Indemnity Co of Connecticut	10/1/2024	10/1/2025
Coverage		Limits
Umbrella Aggregate Limit		\$4,000,000
SEE COMPANY DRODOCAL A	TTACUED	And the state of t
SEE COMPANY PROPOSAL A	ITIACHED	



Commercial Auto coverage premium summary

Policy Number

BA-7S749648

Country Wide Business Auto

ISO Business Automobile coverage form

COVERAGE	AUTO SYMBOLS	LIMITS
Liability	7, 8, 9	\$1,000,000 any one accident
Comprehensive	7	ACV less deductible
Collision	7	ACV less deductible

Deductibles

Liability Deductible	Deductible Amount
Combined Single Limits Deductible	\$25,000 per accident

Vehicle Schedule

VEHICLE#	STATE	VEHICLE YEAR	MAKE/MODEL	COMPREHENSIVE DEDUCTIBLE	COLLISION
1	LA	2019	FORD ECONO	\$10,000	DEDUCTIBLE \$10,000 √
2	LA	2020	GILLI TRANS	\$25,000	\$25,000
3	LA	2020	GILLI TRANS	\$25,000	\$25,000
4	LA	2009	GILLI TRANS	\$25,000	\$25,000
5	LA	2013	GILLI TRANS	\$25,000	\$25,000
6	LA	2014	FORD EXPLO	\$2.000	\$2,000
7	LA	2015	DODGE GRAND	\$2,000	\$2,000
8	· LA	2020	GILLI GRAND	\$25,000	\$25,000
9	LA	2019	DODGE GRAND	\$2.000	\$2,000
10	LA	2017	GILLI TRANS	\$25.000	\$25,000
11	LA	2017	GILLI TRANS	\$25.000	\$25,000
12	LA	2016	FORD F150	\$2.000	\$2,000
13	LA	2018	GILLI TRANS	\$25,000	\$25,000
14	LA	2018	GILLI TRANS	\$25.000	\$25,000
15	LA	2018	GILLI TRANS	\$25,000	\$25,000
16	LA	2018	GILLI TRANS	\$25,000	\$25,000
17	LA	2018	GILLI TRANS	\$25,000	\$25,000
18	LA	2017	FORD EXPLO	\$2,000	\$2,000
19	LA	2019	DODGE DURAN	\$2,000	\$2,000
20	LA	2021	FORD ECONO	\$10,000	\$10,000
21	LA	2021	FORD ECONO	\$10,000	\$10,000
22	LA	2021	FORD ECONO	\$10,000	\$10,000
23	LA	2021	GILLI TRANS	\$25,000	\$25,000
24	LA	2021	GILLI TRANS	\$25.000	\$25,000
25	LA	2019	RAM 1500	\$2,000	\$2,000
26	LA	2021	CHEVR TRAVE	\$2,000	\$2,000
27	LA	2021	GILLI TRANS	\$25,000	\$25,000
28	LA	2022	CHEVR COLOR	\$2,000	\$2,000
29	LA	2023	CHEVR TRAIL	\$2,000	\$2,000
30	LA	2023	CHEVR TRAVE	\$2,000	\$2,000
31	LA	2024	FORD F150	\$2,000	\$2,000
32	LA	2024	CHRYS PACIF	\$2,000	\$2,000

Proposed on 09/13/2024 for FORTH INSURANCE, LLC MONROE TRANSIT SYSTEM - Policy Period 10/01/2024 - 10/01/2025

Refer to policy for actual terms and conditions



Commercial Auto premium summary

COVERAGE	PREMIUM
Liability	\$449.420
Physical Damage	\$71,143
Miscellaneous Coverages	\$4.837
Gross Premium	\$525,400
Taxes and Surcharge	\$0
Total	\$525,400

This policy is subject to an automobile liability deductible. You will be required to reimburse Travelers for paid losses which are within the automobile liability deductible stated above. Deductible plan losses will be billed on a monthly basis. Additional terms and conditions regarding this deductible are contained in the above referenced.

Commercial Automobile:

- This quotation is based on our understanding that all insured drivers have satisfactory driving records. As part of our underwriting review, we may obtain Motor Vehicle Reports.
- UM/UIM If you wish to have Uninsured/Underinsured Motorist coverage(s) limits which differ from the default limits stated in the individual state election offer forms, you will need to complete a valid election prior to policy issuance. For new business, UM/UIM will be quoted with the limit(s) you requested. At the time of policy issuance, if we have not received the individual state(s) election offer form(s), as applicable, your policy will be issued with the default limits as stated in the individual state election offer form(s). Renewals will be issued as per the expiring UM/UIM limit(s) unless a valid updated election on the state offer form is received or we notify you of a change in the law or the interpretation thereof.



General Liability coverage premium summary

Policy Number

660-7S777137

Coverage information

COVERAGE		LIMITS
Aggregate Limits of Insurance	General Aggregate (Other than Products- Completed Operations)	\$1,000,000
	Products-Completed Operations Aggregate	\$1,000,000
Personal And Advertising Injury Limit (Subject to the General Aggregate Limit)	Any One Person or Organization	\$1,000,000
Each Occurrence Limit	Combined Single Limit Bodily Injury & Property Damage (Subject to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit)	\$1,000,000
Damage To Premises Rented To You Limit (Subject to Each Occurrence Limit)	Any One Premises	\$300,000
Medical Expense Limit (Subject to the Each Occurrence Limit)	Any One Person	EXCLUDED

Non-composite General Liability class code schedule

STATE	LOC/BLDG	CLASS CODE	DESCRIPTION	SUBLINE	EXPOSURE	RATE	PREMIUM
LA	1/1	41210	BUS STATIONS OR TERMINALS	Prem/Ops.	789	11.84	\$9,342
LA	1/1	46622	PARKING - PRIVATE	Prem/Ops.	3,200	194.002	\$621
LA	1/1	61224	BUILDINGS OR PREMISES - OFFICE - PREMISE	Prem/Ops.	5,388	443.298	\$2,388
LA	1/1	68707	WAREHOUSES - PRIVATE - NOT- FOR-PROFIT ON	Prem/Ops.	18,120	265.23	\$4,806
LA	2/2	41210	BUS STATIONS OR TERMINALS	Prem/Ops.	1	479.231	\$479

Optional coverage

COVERAGE	LIMIT	PREMIUM
XTEND		Included



CG D4 80 - Public Entities XTEND Endorsement

COVERAGE	
Owned Watercraft	25 Feet Long Or Less
Who Is An Insured	Public Entities, Elected Or Appointed Officials, And Members Of Your Boards
Who Is An Insured	Employees And Volunteer Workers
Who Is An Insured	Owners, Managers Or Lessors Of Premises
Who Is An Insured	Lessors Of Leased Equipment
Blanket Additional Insured	Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
Knowledge And Notice Of Occurrence Or Offense	
Blanket Waiver Of Subrogation	•
Contractual Liability	Railroads
Damage To Premises Rented To You	e en troit de la compansa de la marcola de la compansa de la compansa de la compansa de la compansa de la comp



Policy Number

ZUP - 21P57973

Coverage information and limits

		Taxes and Surcharges TOTAL PREMIUM	\$0 \$124,602
Umbrella	\$4,000,000	\$10,000	\$124,602
COVERAGES	LIMIT	SELF-INSURED RETENTION	PREMIUM
Self-Insured Retention	Any one "occi	urrence"	\$10,000
Crisis Management Services Expenses Limit	All "crisis mar	nagement events*	\$50,000
Occurrence Limit	General Aggr	imit (subject to the egate Limit or the npleted Operations nit)	\$4,000,000
	Products-Con Aggregate Lir	npleted Operations nit	\$4,000,000
Aggregate Limits of Liability		egate Limit (other than npleted Operations)	\$4,000,000
COVERAGE	······································		LIMITS

Underlying schedule

POLICY NUMBER	COVERAGE	COMPANY
BA - 7S749648	BUSINESS AUTOMOBILE POLICY	тст
660 - 7\$777137	COMMERCIAL PACKAGE PROGRAM - SIMP. OCCUR. O/T FR COMB	ТСТ

Federal Terrorism Risk Insurance Act Disclosure

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is the percentage of the premium for such coverage indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

Account summary

Premium summary

COVERAGE	POLICY NUMBER	PREMIUM
UMBRELLA	ZUP-21P57973	\$124,602
GENERAL LIABILITY	660-7\$777137	\$18.092
AUTO	BA-7S749648	\$525,400

Total \$668,094

Note: The estimated premium shown above may differ from actual premiums shown on the policies and installment bills due to installment charges, estimated taxes and surcharges, as well as rounding.

Payment plan Agency Bill - Yearly

Note: The amount of each installment will be reflected on your policy invoicing.

Premium Summary

Line of Business	2023-24	2024-25
	Expiring Premium	Renewal Premium
Business Auto	\$450,642.00	\$525,400.00
General Liability	\$16,716.00	\$18,092.00
Commercial Umbrella (\$4M)	\$106,802.00	\$124,602.00
TOTAL	\$574,160.00	\$668,094.00

COMMENTS:

Overall increase is 14.06%. We had two additional units added which attributed to auto rate increase (we annualized these premiums). Adding two additional units caused the Umbrella to increase. Without these two units this would have been approximately 10% increase. The market in Louisiana is still hard. Premiums for like accounts are more than this 10% increase. We did ask for concessions as Travelers is writing the Commercial Property account.

The SIR for the Auto remained at \$25,000; No change in the physical damage deductibles – same as expiring

We did have interest from another market – Munich Re; however, their retentions for automobile were \$250K and for GL and Umbrella \$100,000 minimum.

At the time of proposal, we have no other numbers.

Marketing Summary

Company	Response
Travelers Public Entity	Incumbent – quote received – approximate increase 3.5%
	Hudson advised they cannot compete with Travelers pricing.
Euclid-Hudson Public Entity Program	
AmWins	NICO (National Fire & Marine) is only market to entertain public entity account; not competitive with Travelers
RISCOM	Not a Market for Public Transit
CNA	Declined due to class of business
RT Specialty	None of their markets would entertain unless Travelers non renewed

Fair Credit Reporting Act

On September 30, 1997 the Fair Credit Reporting Act (FCRA, 15 U.S.C. 1681) took effect. This law governs all background reports, including credit, criminal, and driving. Two of the FCRA's significant changes affecting reports used for employment purposes are the requirements to:

- Obtain an applicant's written consent before a report may be ordered.
- Inform an applicant of "adverse action" taken as a result of information contained in the report.

To assist you in complying with the new legislation, we are enclosing examples of an authorization and disclosure. You should complete each of these forms for anyone you run a report on.

DISCLOSURE OF INTENTION TO OBTAIN CONSUMER REPORT FOR EMPLOYMENT PURPOSES

This disclosure is being provided to you pursuant to the Federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. 1681, and Federal Trade Commission Regulations contained in 16 C.F.R. Part 601. Under the FCRA and its regulations, we are required to make a clear and conspicuous written disclosure to you that we may obtain a consumer report (credit, criminal, or motor vehicle report) on you from a national Credit Reporting Agency. We may use this consumer report to evaluate your eligibility for hire with ______

AUTHORIZATION FOR RELEASE OF CONSUMER REPORT

l,	(Appli	cant), ackı	nowledge t	hat		
have disclosed to me, in a se						
consumer report on me as	part of their hiring	process.	I acknowle	dge that suc	h disclosure	was clear and
conspicuous and made pur	suant to the Fair	Credit Rep	orting Act	15 U.S.C. 1	681, and its	accompanying
regulations, 16 C.F.R. Part 6	01.					
Therefore, I voluntarily a	nd fully authorize _		***************************************	······································	to obtain a co	onsumer report
on me as part of the hiring pr						
·						•
		Sigr	ed this	dav of		, 20
		•	***************************************			,
		(Applican	t)			
			······································			
Name of Applicant: _						
Social Security Numb	er:					
Date of Birth:		····			****	
License Number:			Sta	ate:		
Address:		·······	·····	·······	·····	
City:		State:	Zip: _			
		REQUES	STED BY:			
Name:			Date:	***************************************		
State Check:	C	ounty Chec	k:		-	•
	2 Credit	2 Crimi	nal	2 Driving		

Client Authorization to Bind Coverage

After careful consideration of this proposal, we accept your insurance program subject to the following exceptions/changes:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

Please provide us with a binder(s) and invoice for the coverages agreed upon at your earliest convenience.

By:	MONROE TRANSIT SYSTEM By:
Agent Signature	Client Signature
	Title
Dated	Dated
·	than the fire fine fine

Forth Insurance

2200 Tower Drive P.O. Box 2110 Monroe, LA 71207-2110 318-388-1472 * 800-256-9424

Fax: 318-388-1466 www.forthinsurance.com



Commercial Lines Property & Casualty Team

Peyton Farr	Producer	Direct: 318-361- 4777	Cell: 318-267- 4144	pfarr@forthinsurance.com
Christy Williams	Account Manager	Direct: 318-361- 4751	Cell: 318-366- 2062	cwilliams@forthinsurance.com
Kelly Millien	Customer Service Rep	Direct: 318-361- 4745	Cell: 318-348- 7856	kmillien@forthinsurance.com
Bethany Freeman	Claims	Direct: 318-361- 4765	Cell: 318-503- 0516	bfreeman@forthinsurance.com
Stephanie Roberts	Marketing	Direct: 318-361- 4709	Cell: 318-235- 0893	sroberts@forthinsurance.com
Ernest Finch	Life/Health	Direct: 318-361- 4718	Cell: 337-208- 5952	efinch@forthinsurance.com

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr adoption and was seconded by Mr. /Ms	
A RESOLUTION ACCEPTING AS SUBSTANAND BETWEEN THE LOUISIANA DEPART AND DIAMOND B. CONSTRUCTION COMPIMPROVEMENTS PROJECT AND FURTHERETO.	MENT OF TRANSPORTATION (LDOTD) ANY, LLC FOR THE LEE AVE STREET
WHEREAS, the work performed by Diame Ave Street Improvements Project is substantially co	ond B. Construction Company, LLC on the Lee mplete; and
WHEREAS, a Certificate of Substantial Chereof.	Completion is attached hereto and made a part
NOW, THEREFORE, BE IT RESOLVED legal and regular session convened, that work de Louisiana Department of Transportation (LDOTD) on the Lee Ave Street Improvements Project is here	and Diamond B. Construction Company, LLC
BE IT FURTHER RESOLVED that Stace authorized to execute any necessary documents, is Completion, accepting the work on the Lee Avecomplete.	
This Resolution was submitted in writing as vote thereon being as follows:	nd was then submitted to a vote as a whole. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTE	D on the day of September 2024.
	CHAIRPERSON
•	

CITY CLERK



Memorandum

Date:

September 17, 2024

From:

C. Morgan McCallister, P.E.

To:

City of Monroe Council Members

Subject:

H.014348 / 19STR005 - Lee Ave Street Improvements

Project Description:

Clearing, utility relocation, concrete curbs and sidewalks, drainage structures, pavement patching, cold planning, superpave asphaltic concrete pavement and pavement markings.

Lee Ave. & Jackson St. Intersection to Lee Ave. & Standifer Ave. Intersection.

Council District(s) w/ Coordinates - Specify if "City-Wide Project":

Districts 4

(32.48209748090395, -92.10933312476465 to 32.46457514004287, -92.11185476163139)

Construction Cost Estimate:

\$1,348,049.61 (February 26, 2021)

DBE Participation:

10% (set by LDOTD)

Funding:

State Urban System Funds \$3,745,338.30 * 80% = \$2,996,270.64 Capital Infrastructure Program \$3,745,338.30 * 20% = \$749,067.66

Bid Amount w/ Date:

\$3,745,338.30 (June 22, 2022)

Contract Time:

230 Working Days

Notice to Proceed Date:

October 31, 2022

Liquidated Damages:

"Stipulated Damages" per LDOTD 2016 Specs; Sect. 108.08-Table 108-1 = \$1,000/day (plus ADT charge if applicable)

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer (318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer (318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT. LEE AVENUE. JACKSON ST - STANDIFER AVE		
STATE PROJECT NO. H.014348		
ENGINEER: LAZENBY & ASSOCIATES, INC.		
OWNER: CITY OF MONROE		
CONTRACTOR: DIAMOND B CONSTRUCTION CO., LLC	 	
CONTRACT DATE: AUGUST 26, 2024		
DATE OF ISSUANCE: SEPTEMBER 23, 2024		
This Certificate of Substantial Completion applies to all Work under the Conthe following specified parts thereof:	tract Documer	nts or to
All Work		
The Work to which this certificate applies has been inspected by authoriz OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declar complete in accordance with the Contract Documents on	ed representa red to be subs	tives of tantially
<u>SEPTEMBER 23, 2024</u> Date of Substantial Completion		
The Date of Substantial Completion is the date upon which all guarantees except as follows:	and warrantie	s begin,
The 45-day lien period shall begin upon the date that this document Clerk of Court in Ouachita Parish.	is filed with the	
This certificate does not constitute an acceptance of Work not in accorda Documents nor is it a release of CONTRACTOR's obligation to complete th with the Contract Documents.		
Executed by ENGINEER on SEPTEMBER 23, 2024 Lazenby & Associates, Inc. ENGINEER By: CONTRACTOR accepts this Certificate of Substantial Completion on DIAMOND B CONSTRUCTION CO., LLC CONTRACTOR	Date	, 2024
Ву:		
OWNER accepts this Certificate of Substantial Completion on	Date	, 2024
<u>CITY OF MONROE</u> OWNER		
Ву:		

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. adoption and was seconded by Mr. /Ms.	/Ms who moved for its
A RESOLUTION ACCEPTING AS SUBSTANTI BYRNES MECHANICAL CONTRACTORS, IN HANDLING UNIT PROJECT AND FURTHER PR	C FOR THE BANQUET HALL AIR
WHEREAS, the work performed by Byrnes M Hall Air Handling Unit Project is substantially complete	Mechanical Contractors, Inc on the Banquet e; and
WHEREAS, a Certificate of Substantial Comhereof.	pletion is attached hereto and made a part
NOW, THEREFORE, BE IT RESOLVED by legal and regular session convened, that work done by Mechanical Contractors, Inc on the Banquet Hall Air substantially complete; and	and between the City of Monroe and Byrnes
BE IT FURTHER RESOLVED that Stacey R authorized to execute any necessary documents, inclu Completion, accepting the work on the Banquet Hall complete.	ding the attached Certificate of Substantial
This Resolution was submitted in writing and v vote thereon being as follows:	vas then submitted to a vote as a whole. The
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED or	the day of September 2024.
	CHAIRPERSON

CITY CLERK



Memorandum

Date:

September 17, 2024

From:

C. Morgan McCallister, P.E.

To:

City of Monroe Council Members

Subject:

24ENG006 - Banquet Hall Air Handling Unit

Project Description:

This project includes an Electrical Contractor to properly furnish and install electrical work for new air handler(s), associated pumps, and necessary accessories for the Monroe Civic Center's Banquet Hall in Monroe, Louisiana.

Council District(s) w/ Coordinates - Specify if "City-Wide Project":

Districts 4 (City-Wide Project) (32.50214802817733, -92.1079966232881)

Construction Cost Estimate:

\$430,000 (May 15, 2023)

DBE Participation:

1.74%

Funding:

Monroe Civic Center Budget

Bid Amount w/ Date:

\$618,000.00 (July 20, 2023)

Contract Time:

180 Calendar Days

Notice to Proceed Date:

March 4, 2024

Liquidated Damages:

\$200 per calendar

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer (318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer (318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: BYRNES MECHANICAL CONTRACTORS, INC.

CONTRACT FOR: CITY OF MONROE

REPLACEMENT OF AIR HANDLING UNIT – BANQUET HALL – CIVIC CENTER

CONTRACT DATE: OCTOBER 5, 2023

PROJECT NO: PROJECT NO. 21-01-02/1120602

DATE OF SUBSTANTIAL COMPLETION: SEPTEMBER 3, 2024

TO: CITY OF MONROE AND BYRNES MECHANICAL CONTRACTORS, INC.

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

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

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

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

VOLKERT, INC.

Chris W. Patrick			
	9/4/2024		
CHRIS W. PATRICK, P.E.	DATE		
Contractor accepts the above Certificate of Substantial Cothe tentative list within the time indicated.	ompletion and agrees to complete and correct the items or		
BYRNES MECHANICAL CONTRACTORS, INC.			
21.4 B			
ROBERT BYRNES, PRESIDENT	9/9/2024		
ROBERT BYRNES, PRESIDENT	DATE		
OWNER'S CERTIFICA	TE OF ACCEPTANCE		
Work under the above Contract is hereby accepted subje	ct to the conditions set forth in the above Certificate.		
CITY OF MONROE			
AUTHORIZED REPRESENTATIVE	DATE		
PUNCE	ILIST		

See attached sheets.

CITY OF MONROE REPLACEMENT OF AIR HANDLING UNIT – BANQUET HALL – CIVIC CENTER PROJECT NO. 21-01-02 / 1120602

PUNCH LIST

1.	General dress-up and clean-up.	\$	500.00
2.	Finish installing pipe support on chilled water supply line.	\$	100.00
3.	Supply all spare parts and supplies as per specifications.	\$	500.00
4.	See Additional punch list items from John J. Guth Associates, Inc. (Attached)	\$ 22	2,000.00
5.	See additional punch list items from James M. Standard & Associates, Inc. (Attached)	\$	700.00
TOTA	AL .	\$23	3,800.00

JOHN J. GUTH ASSOCIATES, INC. 9/3/2024 DATE 7187 208 MILAM STREET CITY OF MONROE REPLACE AHU -BANQUET HALL/CIVIC CENTER PROJECT SHREVEPORT, LA 71101 MONROE, LA LOCATION (318) 221-8638 OWNER SUNNY WEATHER 85° TEMP PRESENT AT SITE TO: CHRIS W. PATRICK, P.E. SENIOR ENGINEER/PROJECT MANAGER VOLKERT INC. CHRIS.PATRICK@VOLKERT.COM THE FOLLOWING WAS NOTED: 1. Provide Test & Balance Report per Specification Section 23 05 43. \$4,000 2. Complete pipe insulation per Specification Section 23 07 03. \$2,000 3. Provide BMCS O&M Data per Specification Section 23 09 00, paragraph 1.5.C. \$9,000 4. Provide BMCS owner training per Specification Section 23 09 00, paragraph 3.3. \$2,000 5. Provide Custom Built Air Handling report per Specification Section 23 73 13, paragraph 3.6. \$5,000

COPIES TO	FIELD REPORT
	SIGNED John C. Wilson, P.E.

James M. Standard & Associates, Inc.

CONSULTING ENGINEERS

WASHINGTON PLAZA • 300 WASHINGTON STREET • SUITE 206 • MONROE, LOUISIANA 71201 • (318) 322-0551 • FAX (318) 361-0517

To: Volkert Inc 114 Venable Lane Monroe, Louisiana 71203 Phone: (318) 388-1422		Date: September 4, 2024 Attention: Chris Patrick RE: City of Monroe Replacement of Air Handling Unit Monroe Civic Center Banquet Hall Ouachita Parish, Louisiana
WE ARE SENDING ☑ Attached v	ia EMAIL DELIVERY t	he following:
☐ Shop Drawings ☐ Drawing	gs 🛭 Plans	☐ Samples ☐ Specifications
☐ Letter ☐ Change	Letter CD	☑ Correspondence ☐ Prints
Copies	Descr	iption_
1 Final Electrical Rev	iew List (Word & Pdf)	
· .		
		· .
THESE ARE TRANSMITTED as che	cked below:	
☐ For Approval	☐ Approved as submitte	d ☐ Resubmit () copies for approval
☑ For your use	☐ Approved as noted	☐ Submit () copies for distribution
☑ As requested	☐ Returned for correction	ns
☐ For review and comment		
☐ FOR BIDS DUE		PRINTS RETURNED AFTER LOAN TO US
REMARKS:		
Copy to: File #21E001/MCCBH J. Wilson/Guth	SIGNED	James M. Standard III

FINAL ELECTRICAL REVIEW

REPLACEMENT OF AIR HANDLERS CIVIC CENTER BANQUET HALL MONROE, LOUISIANA 71201 SEPTEMBER 3, 2024

\$100.00	 Main Distribution Panel 2MD and adjacent Panels are not accessible. Contractors have stored boxes in front of the electrical gear. Banquet Hall is fully operational and access to electrical gear is required. Electrical Contractor shall instruct other contractors to remove their equipment.
\$200.00	In the ceiling of the Mechanical Room there are four or five flexible conduits that are hanging with big loops. All such conduits shall be properly supported up along the side of the ceiling mounted HVAC units No. 2 and No. 3.
\$200.00	In the ceiling of the Mechanical Room, properly support flexible conduits connected to five Duct Smoke Detectors.
\$100.00	4. Has the Fire Marshal visited the jobsite and reviewed the Duct Smoke Detectors and their connection to the existing Fire Alarm Panel? Contact United Automation and verify.
\$100.00	Junction Box above VFD for AHU-1 is full of wires with no coverplate. Electrical Contractor shall add Junction Box extension ring and coverplate.

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. /M adoption and was seconded by Mr. /Ms.	Is who moved for its
A RESOLUTION APPROVING CHANGE ORDER EXT (OLD STERLUS165) PHASE 1 PROJECT ARESPECT THERETO.	NO. NINE (9) FOR THE KANSAS LN AND FURTHER PROVIDING WITH
WHEREAS, Change Order No. 9 will increase to (Old SterlUS165) Phase 1 Project by \$831.44; and	he contract amount for the Kansas Ln Ext
WHEREAS, Change Order No. 9 is attached he	reto and made part hereof.
NOW, THEREFORE, BE IT RESOLVED by in legal and regular session convened that Stacey Rowe hereby authorized to execute Change Order No. 9 for the 1 Project.	ell, Director of Administration, be and is
This Resolution was submitted in writing and was vote thereon being as follows:	as then submitted to a vote as a whole, the
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED on	the day of September 2024.
	CHAIRPERSON
CITY CLERK	



Memorandum

Date:

September 17, 2024

From:

C. Morgan McCallister, P.E.

To:

City of Monroe Council Members

Subject:

H.007289 – Kansas Ln Ext (Old Sterl.-US165) Phase 1

Project Description:

The Kansas Ln. Ext. is part of a five-segment loop connecting the northern and eastern areas of Monroe with I-20 around the eastern side of the City of Monroe. Phase I will build new roadway from Forsythe Bypass to Old Sterlington Rd. Phase II will build new roadway from U. S. 80 to the northside of Bon Aire Dr. Phase III will build a new bridge connecting Phase I & II through the wetlands.

Council District(s) w/ Coordinates - Specify if "City-Wide Project":

Districts 3

(32.55085567469034, -92.07692155220951 to 32.54809886876673, -92.068972183650)

Construction Cost Estimate:

\$7,964,673.98 (March 22, 2022)

DBE Participation:

10% (set by LDOTD)

Funding:

Capital Outlay \$38,469,600.00 [all phases] (additional requested if needed) Road Swap Funding \$22,440,702.00 [all phases]

Bid Amount w/ Date:

\$17,725,486.80 (October 26, 2022)

Contract Time:

425 Working Days

Notice to Proceed Date:

February 1, 2023

Liquidated Damages:

"Stipulated Damages" per LDOTD 2016 Specs; Sect. 108.08-Table 108-1 = \$1,000/day (plus ADT charge if applicable)

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams.

C. Morgan McCallister, PE – City Engineer (318) 376-8028 | morgan.mccallister@ci.monroe.la:us

Fantashia Shaffer – Administrative Assistant to City Engineer (318) 329-2210 | fantashia.shaffer@ci.monroe.la.us

SMGR0005

Louisiana Department of Transportation and Development		NO.	009	
	Change Order Report			
S.P. NO.	H.007289.6	F.A.P. NO.	H007289	
Name:	KANSAS LN EXT (OLD STERLUS165) PHASE 1	Primary Parish: Ouac		
	US 165	Category 2 / 2	2E	
This change order re	quires an LADOTD authorizer			
This change order re	quires an LADOTD Area Engineer authorizer			

Scope:

This project (Kansas Ln Ext (Old Sterling.-US165) Phase 1) consists of drainage structures, excavation, embankment, Class II Base Course, asphalt concrete overlay, and related work in Ouachita Parish.

Purpose:

The purpose of this change order is to adjust all items of work (as necessary) to the installed amounts as placed on the roadway and verified in the project field books.

Explanation:

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

As per the special provisions of the Contract, "Payment for contract items indicated herein will be adjusted to compensate for cost differentials of Performance Graded (PG) asphalt cements, gasoline, and diesel fuel when such costs increase or decrease more than 5 percent from the Department's established base price for these items." The prices of diesel, gasoline, and asphalt cement increased by more than 5 percent of the base price established for this project; therefore, items for asphalt adjustment and fuel adjustment need to be added to the contract.

The project manager, as listed in the contract proposal, has been made aware of the item addition within this change order.

The City of Monroe is aware of this change order.

Contract Time:

No contract time is being added as part of this change order.

This Change Order increases the contract amount by \$831.44.

Project Number H.007289.6

202-02-32140 Line Item 0007 = 202-02-32140 Removal of Pipe (Storm Drain) (Sizes range from 6" to 42") Funding Category 0001:

Increase by 46 LNFT or 19.25%.

203-01-00100 <u>Line Item 0008</u> = 203-01-00100 <u>General Excavation</u>

Funding Category 0001: Increase by 3313.4 CUYD or 8.66%.

 $203-03-00100 \underline{\text{Line Item 0009}} = 203-03-00100 \underline{\text{Embankment}}$

Funding Category 0001:

Increase by 6582.1 CUYD or 13.34%.

204-02-00100 <u>Line Item 0011</u> = 204-02-00100 <u>Temporary Hay Bales</u>

Funding Category 0001:

Decrease by 135 EACH to zero or -100%.

204-05-00100 <u>Line Item 0012</u> = 204-05-00100 <u>Temporary Sediment Check Dams (Hav)</u>

Funding Category 0001:

Decrease by 12 EACH or -60.00%.

204-06-00100 <u>Line Item 0013</u> = 204-06-00100 <u>Temporary Silt Fencing</u>

Funding Category 0001:

Decrease by 4754 LNFT or -39.68%.

402-01-00100 Line Item 0016 = 402-01-00100 Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicula

Funding Category 0001:

Decrease by 254 CUYD or -36.29%.

502-01-00100 <u>Line Item 0017</u> = 502-01-00100 <u>Asphalt Concrete</u>

Funding Category 0001: Increase by 272 TON or 3.16%.

601-02-01100 Line Item 0020 = 601-02-01100 Portland Cement Concrete Pavement (10" Thick) (Crossovers &

Funding Category 0001:

Decrease by 229.8 SQYD or -25.68%.

701-01-01081 <u>Line Item 0021</u> = 701-01-01081 <u>Cross Drain Pipe (48" RCP)</u> Funding Category 0001:

Decrease by 6 LNFT or -1.54%.

701-03-01002 <u>Line Item 0023</u> = 701-03-01002 <u>Storm Drain Pipe (15" RCP/RPVCP) (RCP ONLY)</u>

Funding Category 0001: Increase by 236 LNFT or 28.64%.

701-03-01022 <u>Line Item 0024</u> = 701-03-01022 <u>Storm Drain Pipe (18" RCP/RPVCP) (RCP ONLY)</u>

Funding Category 0001:

Decrease by 14 LNFT or -3.35%

701-03-01042 <u>Line Item 0025</u> = 701-03-01042 <u>Storm Drain Pipe (24" RCP/RPVCP) (RCP ONLY)</u>

Funding Category 0001: Increase by 6 LNFT or 33.33%.

701-03-01062 Line Item 0026 = 701-03-01062 Storm Drain Pipe (30" RCP/RPVCP) (RCP ONLY)

Funding Category 0001:

Decrease by 8 LNFT or -12.50%.

701-03-01082 <u>Line Item 0027</u> = 701-03-01082 <u>Storm Drain Pipe (36" RCP/RPVCP) (RCP ONLY)</u>

Funding Category 0001:

Increase by 6 LNFT or 14.29%.

701-04-01060 <u>Line Item 0031</u> = 701-04-01060 <u>Storm Drain Pipe Arch (30" Equiv. RCPA)</u>

Funding Category 0001: Decrease by 2 LNFT or -2.04%.

701-04-01080 Line Item 0032 = 701-04-01080 Storm Drain Pipe Arch (36" Equiv. RCPA)

Funding Category 0001: Decrease by 6 LNFT or -4.76%.

701-15-00100 <u>Line Item 0036</u> = 701-15-00100 <u>Concrete Collar</u>

Funding Category 0001:

Decrease by 5 EACH or -83.33%.

701-17-00100 Line Item 0037 = 701-17-00100 Trench Excavation Safety Protection (Depth >5 feet)

Funding Category 0001:

Decrease by 1220 LNFT or -81.33%.

702-03-00100 <u>Line Item 0040</u> = 702-03-00100 <u>Catch Basins (CB-01)</u>

Funding Category 0001:

Increase by 1 EACH or 100.00%.

703-03-00100 <u>Line Item 0044</u> = 703-03-00100 <u>Perforated Pipe Underdrains</u>

Funding Category 0001:

Decrease by 166 LNFT or -8.68%.

706-02-00200 <u>Line Item 0045</u> = 706-02-00200 <u>Concrete Drive (6" Thick)</u>

Funding Category 0001:

Increase by 23.4 SQYD or 8.86%.

707-01-00100 <u>Line Item 0047</u> = 707-01-00100 <u>Concrete Curb</u>

Funding Category 0001:

Decrease by 124.6 LNFT or -6.26%.

707-03-00100 Line Item 0048 = 707-03-00100 Combination Concrete Curb and Gutter

Funding Category 0001: Decrease by 89.3 LNFT or -2.58%.

726-01-00100 <u>Line Item 0058 = 726-01-00100 Bedding Material</u>

Funding Category 0001:

Decrease by 34.6 CUYD or -4.85%.

NS-700-00810 <u>Line Item 0079</u> = NS-700-00810 <u>Impact Attenuator (Construction Zone)(Test Level 3)</u>

Funding Category 0001:

Decrease by 2 EACH to zero or -100%.

202-02-02020 <u>Line Item 0083</u> = 202-02-02020 <u>Removal of Asphalt Pavement</u>

Funding Category 0002: Decrease by 97.5 SQYD or -3.95%.

202-02-03010 <u>Line Item 0084</u> = 202-02-03010 <u>Removal of Base – Recycled PCC or Stone</u>

Funding Category 0002:

Decrease by 1407.5 SQYD or -52.64%.

202-02-32500 Line Item 0085 = 202-02-32500 Removal of Portland Cement Concrete Pavement

Funding Category 0002:

Decrease by 893.4 SQYD or -36.19%.

305-01-04020 <u>Line Item 0092</u> = 305-01-04020 <u>Subgrade Layer (12" Thick) (Treated)</u>

Funding Category 0002: Decrease by 698 SQYD or -15.76%.

402-01-00100 Line Item 0093 = 402-01-00100 Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicula

Funding Category 0002:

Decrease by 50 CUYD to zero or -100%.

701-03-01022 <u>Line Item 0096</u> = 701-03-01022 <u>Storm Drain Pipe (18" RCP/RPVCP)</u>

Funding Category 0002:

Decrease by 2 LNFT or -4.00%.

701-17-00100 <u>Line Item 0097</u> = 701-17-00100 <u>Trench Excavation Safety Protection (Depth >5 feet)</u>

Funding Category 0002:

Decrease by 125 LNFT to zero or -100%.

702-03-00100 <u>Line Item 0099</u> = 702-03-00100 <u>Catch Basins (CB-01)</u> Funding Category 0002: Increase by 1 EACH or 100.00%.

713-07-00100 <u>Line Item 0105</u> = 713-07-00100 <u>Temporary Precast Concrete Barrier (Contractor Furnished)</u>

Funding Category 0002: Decrease by 7 EACH or -3.50%.

713-10-00100 <u>Line Item 0106</u> = 713-10-00100 <u>Temporary Precast Concrete Barrier Movement</u>

Funding Category 0002:

Decrease by 169 EACH or -84.50%.

726-01-00100 Line Item 0110 = 726-01-00100 Bedding Material

Funding Category 0002: Decrease by 4 CUYD or -30.30%.

NS-700-00810 <u>Line Item 0145</u> = NS-700-00810 <u>Impact Attenuator (Construction Zone)(Test Level 3)</u>

Funding Category 0002:

Increase by 2 EACH or 100.00%.

202-02-02020 <u>Line Item 0166</u> = 202-02-02020 <u>Removal of Asphalt Pavement</u>

Funding Category 0003:

Decrease by 372.2 SQYD or -15.70%.

202-02-03010 <u>Line Item 0167</u> = 202-02-03010 <u>Removal of Base – Recycled PCC or Stone</u>

Funding Category 0003: Decrease by 379.2 SQYD or -14.77%.

203-03-00100 Line Item 0170 = 203-03-00100 Embankment

Funding Category 0003: Increase by 17.8 CUYD or 2.64%.

305-01-04020 <u>Line Item 0174</u> = 305-01-04020 <u>Subgrade Layer (12" Thick) (Treated)</u>

Funding Category 0003:

Decrease by 3128 SQYD to zero or -100%.

402-01-00100 Line Item 0175 = 402-01-00100 Mainline Traffic Maintenance Surfacing (Aggregate) (Vehicula

Funding Category 0003: Decrease by 30 CUYD or -60.00%.

701-03-01022 <u>Line Item 0178</u> = 701-03-01022 <u>Storm Drain Pipe (18" RCP/RPVCP)</u>

Funding Category 0003:

Increase by 6 LNFT or 150.00%.

701-03-01082 <u>Line Item 0179</u> = 701-03-01082 <u>Storm Drain Pipe (36" RCP/RPVCP)</u> Funding Category 0003:

Increase by 11 LNFT or 14.29%.

NS-700-00810 <u>Line Item 0207</u> = NS-700-00810 <u>Impact Attenuator (Construction Zone)(Test Level 3)</u>

Funding Category 0003:
Decrease by 2 EACH to zero or -100%.

CI-999-00010 <u>Line Item 0800</u> = CI-999-00010 <u>Asphalt Price Adjustment</u>

Funding Category 0001:

Create item for 10973.76 EACH or 100%.

CI-999-00040 <u>Line Item 0802</u> = CI-999-00040 <u>Fuel Price Adjustment</u> Funding Category 0001:

Create item for 15637.58 EACH or 100%.

CI-999-00010 Line Item 0803 = CI-999-00010 Asphalt Price Adjustment

Funding Category 0002: Create item for 3407.59 EACH or 100%.

CI-999-00040 <u>Line Item 0804</u> = CI-999-00040 <u>Fuel Price Adjustment</u>

Funding Category 0002: Create item for 2914.34 EACH or 100%.

CI-999-00010 <u>Line Item 0805</u> = CI-999-00010 <u>Asphalt Price Adjustment</u>

Funding Category 0003:

Create item for 3171.59 EACH or 100%.

CI-999-00040 <u>Line Item 0806</u> = CI-999-00040 <u>Fuel Price Adjustment</u>

Funding Category 0003:

Create item for 2797.95 EACH or 100%.

713-04-01020 <u>Line Item 2901</u> = 713-04-01020 <u>TPM (Solid Line)(4" W)(Type 1 R)</u>

Funding Category 0002: Increase by 0.568 MILE or 68.93%.

713-03-02020 <u>Line Item 2902</u> = 713-03-02020 <u>TPM (Broken Line)(4" W)(10' L)(Type 1 R)</u>

Funding Category 0002:

Decrease by 0.653 MILE to zero or -100%.

The Project Engineer, verified by his approval of this change order, has confirmed and documented either in the project files or within this change order, that the pricing of items are priced per specification section 109.04, and any extension of contract time meets the requirements of specifications section 108.07. It is mutually agreed by the parties represented to perform and accept the above revisions in accordance with the original contract and applicable specification, and that this change order represents final adjustments for any and all compensation and time due to the Contractor for changes to the project's work referred to herein.

Item No.	There	Major Item	Price	ce Change	ange	e Current		% Change
Proj. / Line Item No.	Item	% of Cont.	Duantity Amo	Amount	Quantity	Revised Quantity		
202-02-32140	Removal of Pipe (Storm	No	\$30.00	46.000	\$1,380.00	239.000	285.000	19.25%
H.007289.6 / 0007	Drain) (Sizes range from 6" to 42")	0.05%	LNFT					
203-01-00100	General Excavation	No	\$26.00	3313.400	\$86,148.40	38278.600	41592.000	8.66%
H.007289.6 / 0008	General Excavation	6.10%	CUYD					
203-03-00100	Embankment	Yes	\$52.00	6582.100	\$342,269.20	49347.600	55929.700	13.34%
H.007289.6 / 0009	2mountinent	16.41%	CUYD					
204-02-00100	Temporary Hay Bales	No	\$22.00	-135.000	-\$2,970.00	135.000	0.000	100.00%
H.007289.6 / 0011		0.00%	EACH					
204-05-00100	Temporary Sediment	No	\$150.00	-12.000	-\$1,800.00	20.000	8.000	-60.00%
H.007289.6 / 0012	Check Dams (Hay)	0.01%	EACH					
204-06-00100	Temporary Silt Fencing	No	\$2.00	-4754.000	-\$9,508.00	11980.000	7226.000	- 39.68%
H.007289.6 / 0013	M. 1: W. CC	0.08%	LNFT					
402-01-00100	Mainline Traffic Maintenance Surfacing	No	\$50.00	-254.000	-\$12,700.00	700.000	446.000	-36.29%
H.007289.6 / 0016	(Aggregate) (Vehicula	0.13%	CUYD					
502-01-00100	Asphalt Concrete	No	\$185.00	272.000	\$50,320.00	8599.300	8871.300	3.16%
H.007289.6 / 0017		9.26%	TON					
601-02-01100	Portland Cement Concrete Pavement (10"	No	\$160.00	-229.800	-\$36,768.00	894.900	665.100	-25.68%
H.007289.6 / 0020	Thick) (Crossovers &	0.60%	SQYD					
701-01-01081	Cross Drain Pipe (48"	No	\$500.00	-6.000	-\$3,000.00	390.000	384.000	-1.54%
H.007289.6 / 0021	RCP)	1.08%	LNFT					
701-03-01002	Storm Drain Pipe (15"	No	\$150.00	236.000	\$35,400.00	824.000	1060.000	28.64%
H.007289.6 / 0023	RCP/RPVCP) (RCP ONLY)	0.90%	LNFT					
701-03-01022	Storm Drain Pipe (18"	No	\$170.00	-14.000	-\$2,380.00	418.000	404.000	-3.35%
H.007289.6 / 0024	RCP/RPVCP) (RCP ONLY)	0.39%	LNFT					
701-03-01042	Storm Drain Pipe (24"	No	\$250.00	6.000	\$1,500.00	18.000	24.000	33.33%
H.007289.6 / 0025	RCP/RPVCP) (RCP ONLY)	0.03%	LNFT					
701-03-01062	Storm Drain Pipe (30"	No	\$300.00	-8.000	-\$2,400.00	64.000	56.000	-12.50%
H.007289.6 / 0026	RCP/RPVCP) (RCP ONLY)	0.09%	LNFT					12.0070
701-03-01082	Storm Drain Pipe (36"	No	\$350.00	6.000	\$2,100.00	42.000	48.000	14.29%
H.007289.6 / 0027	RCP/RPVCP) (RCP ONLY)	0.09%	LNFT		7,7,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1			7.12570
701-04-01060	Storm Drain Pipe Arch	No	\$300.00	-2.000	-\$600.00	98.000	96.000	-2.04%
H.007289.6 / 0031	(30" Equiv. RCPA)	0.16%	LNFT	2.000	Ψ000.00	30.000	70.000	-2.0470
701-04-01080	Storm Drain Pipe Arch	No	\$350.00	-6.000	-\$2,100.00	126.000	120.000	-4.76%
H.007289.6 / 0032	(36" Equiv. RCPA)	0.24%	LNFT					
701-15-00100	Concrete Collar	No	\$1200.00	-5.000	-\$6,000.00	6.000	1.000	-83.33%
H.007289.6 / 0036	Concrete Conar	0.01%	EACH					
701-17-00100	Trench Excavation	No	\$4.00	-1220.000	-\$4,880.00	1500.000	280.000	-81.33%
H.007289.6 / 0037	Safety Protection (Depth >5 feet)	0.01%	LNFT					
702-03-00100		No	\$6500.00	1.000	\$6,500.00	1.000	2.000	100.00%

H.007289.6 / 0040	Catch Basins (CB-01)	0.07%	EACH				·	
703-03-00100	Perforated Pipe Underdrains	No	\$50.00	-166.000	-\$8,300.00	1912.000	1746,000	-8.68%
H.007289.6 / 0044		0.49%	LNFT					
706-02-00200	Concrete Drive (6"	No	\$115.00	23.400	\$2,691.00	264.200	287.600	8.86%
H.007289.6 / 0045	Thick)	0.19%	SQYD					
707-01-00100	G	No	\$35.00	-124.600	-\$4,361.00	1991.600	1867.000	-6.26%
H.007289.6 / 0047	Concrete Curb	0.37%	LNFT					
707-03-00100	Combination Concrete	No	\$50.00	-89.300	-\$4,465.00	3464.800	3375.500	-2.58%
H.007289.6 / 0048	Curb and Gutter	0.95%	LNFT					
726-01-00100	D. 11 34 / . 1	No	\$110.00	-34.600	-\$3,806.00	713.000	678.400	-4.85%
H.007289.6 / 0058	Bedding Material	0.42%	CUYD					
NS-700-00810	Impact Attenuator (Construction Zone)	No	\$12000.00	-2.000	-\$24,000.00	2.000	0.000	100.00%
H.007289.6 / 0079	(Test Level 3)	0.00%	EACH					
202-02-02020	Removal of Asphalt	No	\$20.00	-97.500	-\$1,950.00	2468.400	2370.900	-3.95%
H.007289.6 / 0083	Pavement	0.27%	SQYD				***	
202-02-03010	Removal of Base –	No	\$20.00	-1407.500	-\$28,150.00	2673.800	1266.300	-52.64%
H.007289.6 / 0084	Recycled PCC or Stone	0.14%	SQYD					
202-02-32500	Removal of Portland	No	\$35.00	-893.400	-\$31,269.00	2468.400	1575.000	-36.19%
H.007289.6 / 0085	Cement Concrete Pavement	0.31%	SQYD					
305-01-04020	Subgrade Layer (12"	No	\$28.50	-698.000	-\$19,893.00	4430.000	3732.000	-15.76%
H.007289.6 / 0092	Thick) (Treated)	0.60%	SQYD					
402-01-00100	Mainline Traffic Maintenance Surfacing	No	\$50.00	-50.000	-\$2,500.00	50.000	0.000	100.00%
H.007289.6 / 0093	(Aggregate) (Vehicula	0.00%	CUYD					
701-03-01022	Storm Drain Pipe (18"	No	\$175.00	-2.000	-\$350.00	50.000	48.000	-4.00%
H.007289.6 / 0096	RCP/RPVCP)	0.05%	LNFT					
701-17-00100	Trench Excavation Safety Protection (Depth	No	\$4.00	-125.000	-\$500.00	125.000	0.000	100.00%
H.007289.6 / 0097	>5 feet)	0.00%	LNFT					
702-03-00100	Catch Basins (CB-01)	No	\$6500.00	1.000	\$6,500.00	1.000	2.000	100.00%
H.007289.6 / 0099		0.07%	EACH					
713-07-00100	Temporary Precast	No	\$2000.00	-7.000	-\$14,000.00	200.000	193.000	-3.50%
H.007289.6 / 0105	Concrete Barrier (Contractor Furnished)	2.18%	EACH					
713-10-00100	Temporary Precast Concrete Barrier	No	\$1000.00	-169.000	\$169,000.00	200.000	31.000	-84.50%
H.007289.6 / 0106	Movement	0.17%	EACH					
726-01-00100	Padding Material	No	\$110.00	-4.000	- \$440.00	13.200	9.200	-30.30%
H.007289.6 / 0110	Bedding Material	0.01%	CUYD					
NS-700-00810	Impact Attenuator	No	\$12000.00	2.000	\$24,000.00	2.000	4.000	100.00%
H.007289.6 / 0145	(Construction Zone) (Test Level 3)	0.27%	EACH					
202-02-02020	Removal of Asphalt	No	\$20.00	-372.200	-\$7,444.00	2370.300	1998.100	-15.70%
H.007289.6 / 0166	Pavement Pavement	0.23%	SQYD		4.5.1			12.7070
202-02-03010	Removal of Base –	No	\$20.00	-379.200	-\$7,584.00	2567.100	2187.900	-14.77%
H.007289.6 / 0167	Recycled PCC or Stone	0.25%	SQYD		,5050			1, , , 0
203-03-00100	Embankment	No	\$52.00	17.800	\$925.60	674.000	691.800	2.64%

	ı	1	1	1 1	İ	l	Į.	ı
305-01-04020	Subgrade Layer (12"	No	\$28.50	-3128.000	-\$89,148.00	3128.000	0.000	- 100.00%
H.007289.6 / 0174	Thick) (Treated)	0.00%	SQYD	-				
402-01-00100	Mainline Traffic	No	\$50.00	-30.000	-\$1,500.00	50.000	20.000	-60.00%
H.007289.6 / 0175	Maintenance Surfacing (Aggregate) (Vehicula	0.01%	CUYD					
701-03-01022	Storm Drain Pipe (18"	No	\$175.00	6.000	\$1,050.00	4.000	10.000	150.00%
H.007289.6 / 0178	RCP/RPVCP)	0.01%	LNFT					
701-03-01082	Storm Drain Pipe (36"	No	\$325.00	11.000	\$3,575.00	77.000	88.000	14.29%
H.007289.6 / 0179	RCP/RPVCP)	0.16%	LNFT					
NS-700-00810	Impact Attenuator (Construction Zone)	No	\$12000.00	-2.000	-\$24,000.00	2.000	0.000	100.00%
H.007289.6 / 0207	(Test Level 3)	0.00%	EACH					
CI-999-00010	Asphalt Price	No	\$1.00	- 10973.760	-\$10,973.76	0.000	- 10973.760	New
H.007289.6 / 0800	Adjustment	-0.06%	EACH					
CI-999-00040	Fuel Price Adjustment	No	\$1.00	- 15637.580	-\$15,637.58	0.000	- 15637.580	New
H.007289.6 / 0802		-0.09%	EACH	14				
CI-999-00010	Asphalt Price	No	\$1.00	-3407.590	-\$3,407.59	0.000	-3407.590	New
H.007289.6 / 0803	Adjustment	-0.02%	EACH					
CI-999-00040	Fuel Price Adjustment	No	\$1.00	-2914.340	-\$2,914.34	0.000	-2914.340	New
H.007289.6 / 0804	r dei i rice Adjustitient	-0.02%	EACH					
CI-999-00010	Asphalt Price	No	\$1.00	- 3171.590	-\$3,171.59	0.000	-3171.590	New
H.007289.6 / 0805	Adjustment	-0.02%	EACH					
CI-999-00040	Fuel Price Adjustment	No	\$1.00	-2797.950	-\$2,797.95	0.000	-2797.950	New
H.007289.6 / 0806	ruei riice Adjustinent	-0.02%	EACH					
713-04-01020	TPM (Solid Line)(4" W)	No	\$13750.00	0.568	\$7,810.00	0.824	1.392	68.93%
H.007289.6 / 2901	(Type 1 R)	0.11%	MILE			***		
713-03-02020	TPM (Broken Line)(4"	No	\$7150.00	-0.653	-\$4,668.95	0.653	0.000	100.00%
H.007289.6 / 2902	W)(10' L)(Type 1 R)	0.00%	MILE					
Additional Contract Days Requested None		Cha	ange in Amo	ount of Conti	ract: \$831.44		***************************************	

Requested By:		Recommended By:	
	_ Date:		Date:
Ellingburg, James		District Administrator	
Resident Engineer			
Accepted By:			
CITY OF MONROE	Date:		Date:
Contractor		DOTD Chief Const. Engineer	
Ву:	-	Approved:	
			Date:
		Chief Engineer	

Change Order Report - SiteManager Contracts

Page 8 of 8

State Project No. H.007289.6 Plan Change #009 Draft

Original Contract Cost: \$17,725,486.80
Total Approved Change Order to date: \$1,221,051.65
% of Total Approved Cost: 6.889%

RESOLUTION

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Resolution was offered by Mr. / adoption and was seconded by Mr. / Ms.	Ms who moved for its
A RESOLUTION APPROVING CHANGE OR WATER TREATMENT PLANT RENOVATION FURTHER PROVIDING WITH RESPECT THER	AND EXPANSION PROJECT AND
WHEREAS, Change Order No. 16 will incomment Plant Renovation and Expansion Project by	rease the contract amount for the Water \$10,086.00; and
WHEREAS, Change Order No. 16 is attached	hereto and made part hereof.
NOW, THEREFORE, BE IT RESOLVED be in legal and regular session convened that Stacey Row hereby authorized to execute Change Order No. 16 for Expansion Project.	vell, Director of Administration, be and is
This Resolution was submitted in writing and w vote thereon being as follows:	vas then submitted to a vote as a whole, the
AYES:	
NAYS:	
ABSENT:	
And the Resolution was declared ADOPTED o	on the day of September 2024.
	· ·
	CHAIRPERSON
CITY CLERK	



Memorandum

Date:

September 17, 2024

From:

C. Morgan McCallister, P.E.

To:

City of Monroe Council Members

Subject:

18WTR038 - WTP Renovation & Expansion

Project Description:

Construction of an 8 million gallon per day surface water treatment plant expansion including administrative space, improvements to existing treatment facility, new chemical storage and feed building, new electrical service and switch gear replacement and raw water line replacement. See extended description below.

Council District(s) w/ Coordinates - Specify if "City-Wide Project":

District 1 (City-Wide Project) (32.52705769194838, -92.12733093939967)

Construction Cost Estimate:

\$42,097,000 (November 5, 2019)

DBE Participation:

16.01%

Funding:

Bonds \$36,000,000 ARPA \$11,778,000 (additional allocated if needed) CIP \$4,852,688

Bid Amount w/ Date:

\$46,640,000.00 (May 11, 2021)

Contract Time:

957 Calendar Days

Notice to Proceed Date:

August 2, 2021

Liquidated Damages:

\$5,000 per calendar up to lien period; \$2,000 per calendar after lien period

If anyone would like to discuss this project in more detail... Please let me know at your earliest convenience. We can schedule a call or a meeting via the Engineering Office, Project Location, or Teams

C. Morgan McCallister, PE – City Engineer (318) 376-8028 | morgan.mccallister@ci.monroe.la.us

Fantashia Shaffer – Administrative Assistant to City Engineer (318) 329-2210 | fantashia.shaffer@ci.monroe.la.us



September 10, 2024

Morgan McCallister City Engineer City of Monroe 802 North 31st Street Monroe, LA 71201

Re: Monroe WTP Renovation and Expansion Change Order Recommendation Change Order 16 City PN 18WTR038, BMcD PN 110690

Dear Mr. McCallister:

Max Foote Construction Company submitted the following change requests.

- Replacing Aluminum Insulation Jacket with PVC Jacket at Caustic Storage Area
- · Credit for Costs of Failed Tests

These changes are the result of field coordination and discussions with the City and Contractor, and all are needed to move forward with construction of the Monroe WTP.

Burns & McDonnell has reviewed the change requests and confirmed they are in line with contract requirements. All requested revisions have been made by Max Foote Construction Company.

Burns & McDonnell believes the changes to be appropriate and recommends City approval. If you or your staff should have any questions, please feel free to contact me at (816) 743-4776 or at richard: richard: 2016-18.25 any questions, please feel free to contact me at (816) 743-4776 or at richard: richard: 2016-18.25 any questions, please feel free to contact me at (816) 743-4776 or at richard: richard: 2016-18.25 any questions, please feel free to contact me at (816) 743-4776 or at richard: 2016-18.25 at <a href="mailto:rich

Sincerely,

Rachel Drain, PE Project Manager

JNW/JNW

Attachments - Change Order 16, Change Requests



Morgan McCallister City of Monroe September 10, 2024 Page 2

cc: Daren Johnson, City of Monroe Sean Benton, City of Monroe Arthur Holland, City of Monroe Derek Sanders, Waggoner Engineering Jenny Warren, Burns & McDonnell



CHANGE ORDER <u>16</u> For Contract between Owner and Contractor

Project Name: Monroe WTP Renovation and Exp	<u>pansion</u> BMcD) Proje	ect No. <u>11</u>	0690	
Owner: City of Monroe	CI	ient	Project	No.	1 <u>8WTR038</u>
Contractor: Max Foote Construction Company, L	LCCd	ontrac	t No		
The below noted modification(s) to subject Contract a (any applicable attachments are specifically identified	re directed by C):	Owner a	and accept	ed by (Contractor
 Replacing Aluminum Insulation Jacket with PVC \$10,821.00 and 0 days. 	Jacket at Caus	tic Sto	rage Area	– Addi	tion of
2. Credit for Costs of Failed Tests – Credit of \$735.	00 and 0 days.				
Attachments: Change Request Documentation					
As a result of the modification(s) described above:					
The revised Contract Price is:					
Original Contract Price			\$ <u>46</u>	,640,00	00.00
Total net amount of all previous Change Orders	• • • • • • • • • • • • • • • • • • • •	(+	or -). \$ <u>2,3</u>	48,303	3.99
Total net amount of all previous variable quantity a	djustments	(+	or -). \$ 0		
Total net amount of this Change Order		(+	or -). \$ <u>10</u>	,086.00)
Current Contract Price, including this Change Orde	r	• • • • • • • • • • • • • • • • • • • •	\$ <u>48</u>	998,38	39.99
The revised Contract Time is:					
			tantial pletion		Ready for al Payment
Original Completion Date(s)	<u>8</u>	/1/23 a	and 1/29/24	4 3/1:	<u>5/2</u> 4
Total net time adjustment* of all previous Change (Orders(+ or -) 1	91		<u>149</u>	
Total net time adjustment* of this Change Order	(+ or -) <u>0</u>)		0	
* Time adjustment is specified in:	rs 🛚 Calenda	ır Days	☐ Othe	er	
Current Completion Date(s), including this Change (Order <u>10</u>	0/26/23	and 8/9/2	<u>4 9/2</u>	23/24
The price and/or time extension set forth in this Chang delays, direct and indirect, incurred in connection with work specified herein, and any consequential costs, detherefrom.	the conditions	giving	rise to this	Chang	e Order, the
This Change Order, when executed, constitutes a modi Contract, except as modified above and by any previou	fication to the C s Change Orde	ontrac rs, sha	t and all pr ill apply he	ovisior reto.	is of the
OWNER	CONTRAC	TOR			
Ву	 Ву				
Date					
Page 1	of 2	· · · · · · · · · · · · · · · · · · ·			



The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By______ Date 9/10/2024

Change Order 16

Item #1 – Change Request #124: Replacing Aluminum Insulation Jacket with PVC Jacket at Caustic Storage Area



MAX FOOTE CONSTRUCTION CO.,LLC

GENERAL CONTRACTORS

July 26th, 2024

Burns & McDonnell Engineering Company 9400 Ward parkway Kansas City, Mo 64114

Attn: Jenny Warren

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Change Item #124 - Replace Aluminum Insulation Jacket with PVC Jacket at Caustic Storage Area

Dear Ms. Warren,

This change proposal is for replacing the Aluminum Insulation Jacketing with PVC Insulation Jacketing as detailed in the attached request from Burns and McDonnell. MFCC has replaced the pipe support rods at no additional cost. Please let us know how you would like for us to proceed.

Cost Breakdown:

Byrnes Mechanical:

\$7,071.00

Supervision Inclds PR/Tx:

\$2,145.00

Travel/Truck:

\$750.00

Bond:

\$80.00

Insurance:

\$99.00

OH&P:

\$676.00

Total price for consideration is \$10,821.00.

This proposal does not include DBE participation. This work is being performed by CJ Insulators and Byrnes Mechanical.

Sincerely,

Steven Hinton Project Manager

Cc: Rachel Drain, PE Margee Jardine Gary Braddock

Attachments:

Byrnes Mechanical Proposal

Request for Pricing

File: 331- Change Orders

Byrnes Mechanical Contractors

115 Ridgedale Dr. West Monroe, LA 71291 Ph: 318-397-8552

Change Request

To: Steven Hinton

Thanks,

Max Foote Consruction CO, LLC

225 Antibes St. West Mandeville, LA 70448

Ph: (985)624-8569 Fax: (985)624-8580

Number: 31

Date: 7/25/24

Job: 21-025 Monroe WTP Renov and Expansion

Phone

Description: Replace Caustic Line Jacketing

We are pleased to offer the following pricing to make the changes as outlined below:

Scope per email by Steven Hinton 06/21/24. If any scope modifications are needed once exisiting jacketing is removed, that will be priced at that time.
Kyle,
As discussed yesterday, the aluminum jacket will need to be removed on the caustic fill line and replaced with the PVC jacket on the lower horizontal run through the 90 deg bends. Aluminum will stay as is above the 90. We have removed one section of insulation that will need to be replaced. It is my understanding that the rest of the insulation is ok. See attached picture. Let me know if you have any additional questions or need in additional information to provide a quote.

If you have any questions, please contact me at 318-397-8552.

Submitted by:	Kyle Lowery Byrnes Mechanical Contractors	Approved by: Date:	
		7	

Byrnes Mechanical Contractors 115 Ridgedale Dr. West Monroe, LA 71291 Ph: 318-397-8552

Change Request 31 Price Breakdown Continuation Sheet

Description: Replace Caustic Line Jacketing

Description Insulation Subcontractor	Labor	Material	Equipment	Subcontract \$6,429.00	Other	Price \$6,429.00
					Subtotal:	\$6,429.00
			Markup			\$0.00
		S	Sub Markup	\$6,429.00	10.00%	\$642.90
			Round	\$6,429.00	-0.01%	\$-0.90
. ·					Total:	\$7,071.00



C & J INSULATORS, INC.

SHREVEPORT, LOUISIANA 71138 (318) 687-5008 FAX (318) 687-4229

Quote

To: Kyle Lowery

From: Chris Stratton

Co: Byrnes

Fax:

Pages: 1

Date: 7-24-24

Re: WTP Monroe - Caustic Fill Line Repairs and PVC Jacket

Dear Kyle,

The following are our prices on the referenced project:

\$6,429.00

Scope: Replace aluminum jacket on caustic fill lower line only in pit with PVC jacket

Exclusions:

Any cleaning or painting of systems All underground piping All heat trace

Any work to tanks or equipment All drain or waste piping

Note: These prices are based on regular working hours (Mon. thru Fri. 7am - 3:30pm, non-holidays).

Sincerely, C & J Insulators, Inc.

Chris Stratton

(Price is valid for 30 days if no changes are made to scope or schedule)

From:

Drain, Rachel L

To:

Steven Hinton

Cc:

Daren, Johnson@ci.monroe.la.us; Warren, Jennifer (Jenny); Rvan, Preston T.; dsanders@manchacoroup.com

Subject:

Monroe WTP - Replacement of Damaged Caustic Insulation and Jacket Wednesday, June 19, 2024 2:51:47 PM

Date:

Attachments:

Caustic Insulation and Jacket Replacement - 19June2024 pdf

Steven,

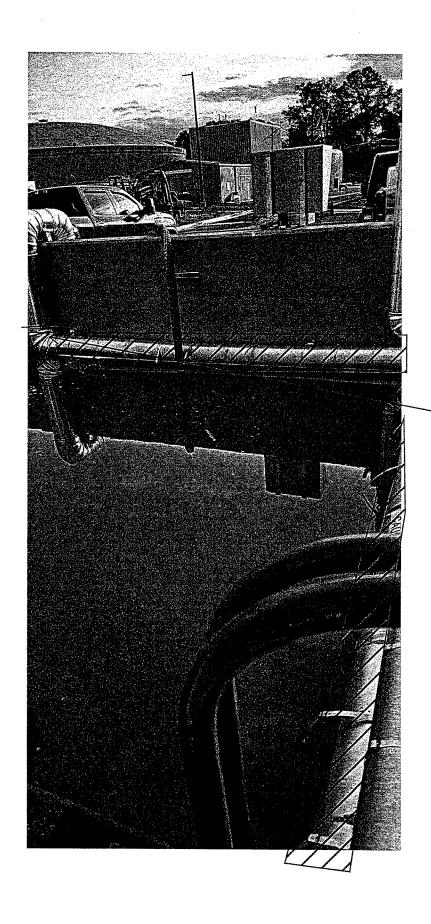
The City is requesting a proposal for the replacement of the portion of insulation and jacketing on the caustic fill line that was damaged during maintenance activities. Attached is information on the extent of replacement and the new jacketing system desired.

Separately, we'd also like to get a proposal for replacement of the threaded pipe supports that are not stainless steel with stainless steel. Attached is a photo for reference.

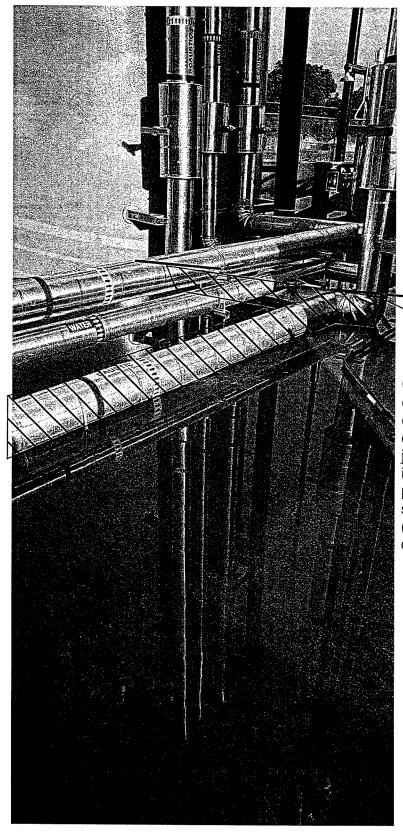
Let us know if there are any questions or additional information needed.

Thanks,

Rachel Drain, PE* \ Burns & McDonnell Water Global Practice M 816-651-4350 \ O 816-743-4776 \ F 816-822-3414 rldrain@burnsmcd.com 9400 Ward Parkway \ Kansas City, MO 64114 *Registered in: KS, LA, OK, MO



Caustic fill line - from elbow down (typ of 3 elbows) for full run along bottom of containment: Remove damaged insulation and jacketing. Install new insulation (same kind, per spec) and new sealed PVC jacketing (per attached product data).



Caustic fill line - from elbow down (typ of 3 elbows): Remove damaged insulation and jacketing. Install new insulation (same kind, per spec) and new sealed PVC jacketing (per attached product data).



MECHANICAL INSULATION

ZESTON® PVC JACKETING

JACKETING FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS

Either Roll or Cut & Curled is acceptable. Provide 30 mill, white with UV-resistance. 2000 series fittings for elbows. Use either solvent welding adhesive or the Zeston "z-tape" for installation to provide a sealed system.

DESCRIPTION

Made from the same PVC material as the fitting covers, Zeston® jacketing is designed to fit seamlessly over the Zeston fitting covers.

AVAILABLE SHAPES AND SIZES

Zeston PVC Roll Jacketing is available in standard thicknesses of 10, 15, 20 and 30 mil (0.3, 0.4, 0.5 and 0.8 mm), and in standard widths of 35½ and 48 inches (902 and 1219 mm). Zeston roll jacketing is made from high impact UV-resistant (white only) polyvinyl chloride material designed to provide an inherent vapor retarder and protection to insulated pipes. Color roll jacketing is not recommended for outdoor applications.

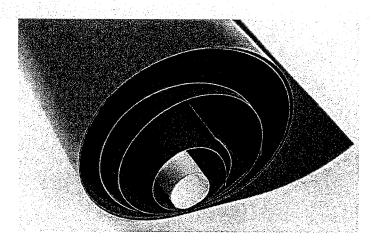
Zeston PVC Cut & Curled™ Jacketing is available in thicknesses of 20 and 30 mill (0.5 and 0.8 mm). It is available in factory-cut sizes to fit up to 30 inches (762 mm) 0.D. All sections of the Zeston PVC Cut & Curled jacketing are 48 inches (1219 mm) in length and are factory curled to the insulation size to fit snugly over longitudinal pipe. Cut & Curled jacketing is available with or without self-sealing lap tape (SSL) on the longitudinal seam. White only Zeston Cut & Curled jacketing contains a UV inhibitor. The 30 mil (0.8mm) thickness is recommended for outdoor applications. Color Cut & Curled jacketing is not recommended for outdoor applications.

ADVANTAGES

Exceptional Durability. The tough, durable Zeston PVC Jacketing resists damage from impact and will withstand humidity, salt water, adverse weather conditions and most industrial fumes. In addition, the jacketing will not support combustion.

ACOUSTIC PERFORMANCE

When paired with Johns Manville Micro-Lok HP and Micro-Lok HP Ultra pipe insulation, Johns Manville Zeston jacketing provides superior acoustical performance. See page 2 for more details.



Operating Temperature Limits:

PVC: up to 150°F (66°C)

Provide in white with UV resistant material

Flame Spread: 25 or less

Smoke Developed: 50 or less

Grade: weatherable

Color: white and colors (color for indoor use only)

Finish: gloss

Corrosion Resistance. Unlike aluminum or most stainless steel jacketing materials, Zeston PVC Jacketing is immune to galvanic or electrolytic corrosion.

Ease of Maintenance. The jacketing is easily washed down with soap and water and most commercial cleaners. The ability to be easily cleaned, combined with the nontoxic, odorless and tasteless properties of the material and its attractive appearance, make it especially suitable for food, beverage and pharmaceutical applications.

SPECIFICATION COMPLIANCE

USDA, Agriculture Canada New York City MEA #7-87 L-P-535E,* Composition A, Type

II, Grade GU

ICBO SBCCI L-P-1035A,* Composition A,

BCCI

Type II, Grade GU Canada: CAN S102-M88

BOCA ASTM D1784, Class 16354-C

CGSB 51-GP-53M

*Impact strength determined by Gardner—SPI test method rather than Izod, since Gardner is more appropriate for PVC sheeting materials.

MECHANICAL INSULATION

ZESTON® PVC JACKETING

JACKETING FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS

DATA SHEET

PHYSICAL PROPERTIES

Property	Value	ASTM Test Method
Specific Gravity	1.48	D792
Tensile Strength at Yield, psi (kPa)	6,000 (41370)	D638
Elongation at Yield (MD), %	3.0	D638
Tensil Modulus, psi (kPA)	470,000 (3,240,650)	D638
Flexural Strength, psi (kPA)	11,600 (79,982)	D638*
Flexural Modulus, psi (kPa)	460,000 (3,171,700)	D790
Flame Spread	25 or less	E84
Smoke Developed	50 or less	E84
Electrical Conductance	Non-Conductor	D257
Gardner - SPI Impact, in. lb/mil by Ductile Failure	10 mil (0.3mm) 1.3	D3679**
	15 mil (0.4mm) 1.4	
	20 mil (0.5mm) 1.5	
	30 mil (0.8mm) 1.6	

Note: Chemical resistance data available on request.

ACOUSTIC - INSERTION LOSS

Insertion loss data for Johns Manville pipe insulation acoustic treatments tested per ASTM E1222

Frequency	1-in Micro-Lok HP with Zeston PVC (20 mil)	2-in Micro-Lok HP with Zeston PVC (20 mil)		
Hz	dB	dB		
315	1	0		
400	4	8		
500	5	10		
630	11	14		
800	13	15		
1000	19	20		
1250	20	22		
1600	24	26		
2000	27	29		
2500	29	30		
3150	30	32		
4000	29	34		
5000	30	34		

ACOUSTIC - TRANSMISSION LOSS

Transmission loss data and sound transmission class (STC) for Johns Manville pipe insulation acoustic treatments tested per ASTM E90

Frequency	1-in Micro-Lok HP with Zeston PVC (20 mil)	2-in Micro-Lok HP with Zeston PVC (20 mil)	1-in Micro-Lok HP with Zeston PVC (30 mil)	2-in Micro-Lok HP with Zeston PVC (30 mil)
Hz	dB	dB	dB	dB
125	7	8	8	8
250	7	8	9	10
500	11	15	13	18
1000	19	25	22	27
2000	25	32	28	35
4000	29	38	32	40
STC	16	19	19	21



717 17th St. Denver, CO 80202 (800) 654-3103 JM.com

NORTH AMERICAN SALES OFFICES, **INSULATION SYSTEMS Eastern Region**

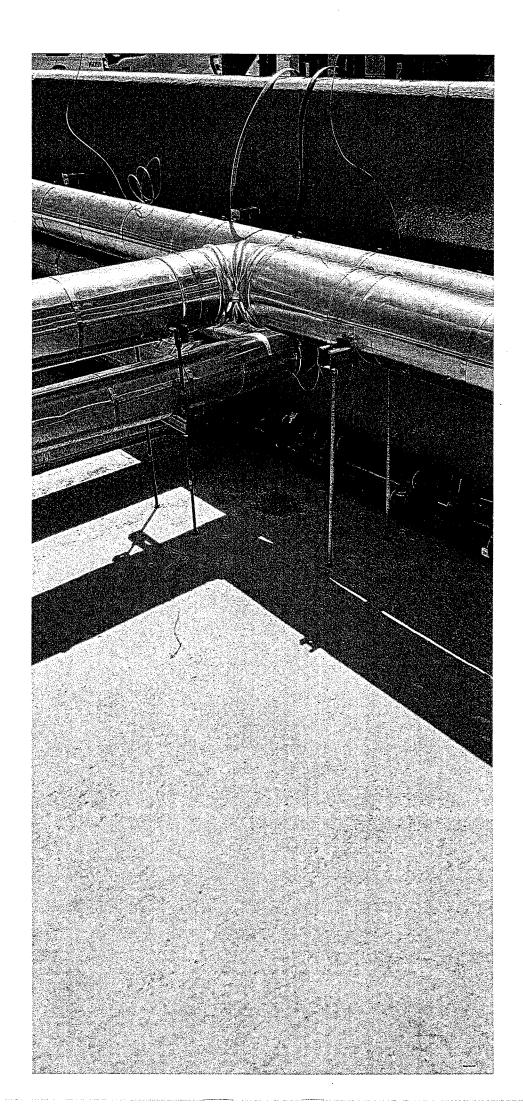
P.O. Box 158 Defiance, OH 43512 (800) 334-2399 Fax: (419) 784-7866

Western Region and Canada

P.O. Box 5108 Denver, CO 80217 (800) 368-4431 Fax: (303) 978-4661 Technical specifications as shown in this literature are intended to be used as general guidelines only. Please refer to the Safety Data Sheet and product label prior to using this product. The physical and chemical properties of the product listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Any references to numerical flame spread or smoke developed ratings are not intended to reflect hazards presented by these or any other materials under actual fire conditions. Check with the Regional Sales Office nearest you for current information.

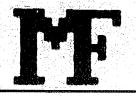
All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, which includes a Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions or for information on other Johns Manville thermal insulation and systems, visit www.jm.com/terms-conditions or call (800)654-3103.

^{*} min 0.125" (3mm) thick specimen ** 4 lb. [1.8 kg] weight, 8 lb. [3.6 kg] for 30 mil [0.8 mm])



Change Order 16

Item #2 – Change Request #126: Cost for Failed Tests



MAX FOOTE CONSTRUCTION CO.,LLC

GENERAL CONTRACTORS

9/9/2024

Burns & McDonell Engineering Company 9400 Ward parkway Kansas City, Mo 64114

Attn: Jenny Warren

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Change Item #126 - Cost for Failed Tests

Dear Ms. Warren,

This change proposal is for failing tests reperformed by the City employed testing lab per our contract with the City of Monroe.

Total credit for costs associated with additional material testing is \$735.00.

These additional costs incurred will be passed along to Progressive Construction who is a DBE contractor.

Sincerely

Steven Hinton Project Manager

Cc: Rachel Drain, PE Margee Jardine Gary Braddock

Attachments:

- Email Correspondence

File: 331- Change Orders

Ashia Moore

From:

Davis, Vicki < VDavis@ardaman.com>

Sent:

Friday, August 23, 2024 4:16 PM

To: Cc:

Ashia Moore Arthur Holland

Subject:

RE: Failing Density Test

Each failing test is valued at \$15. Total for the New Water Treatment Plant will be 49 x \$15, \$735. Total for the Zoo will be 9 x \$15, \$135.

Vicki Davis | Branch Administrator Direct +1 (318) 642-6976 | Business +1 (318) 636-3673 | Mobile +1 (318) 469-8865 | vdavis@ardaman.com



P O Box 19220, Shreveport LA 71149-0220 | 7222 Greenwood Road (71119) | ardaman.com |



f in Please consider the environment before printing.

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From: Ashia Moore <Ashia.Moore@ci.monroe.la.us>

Sent: Friday, August 23, 2024 4:07 PM To: Davis, Vicki <VDavis@ardaman.com>

Cc: Arthur Holland <arthur.holland@ci.monroe.la.us>

Subject: Failing Density Test

A CAUTION: This email originated from an external sender. Verify the source before opening links or attachments: 🗥

Hi Vicki,

Mr. Arthur received your email regarding the failing density test count. Can you please send us a dollar amount with each failing test? We want to review those accordingly to make sure we have accurate amounts. Thank you and make it a great day!

ENGINEERING DEPARTMENT

Project Administrator

Ashia Moore-Bynog

tel: 318-329-2210

fax: 318-329-2892

email: ashia.moore@ci.monroe.la.us As always, make it a great day...

ORDINANCE

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Ordinance was introduced by Mr./Ms its adoption and was seconded by Mr./Ms	who moved for
AN ORDINANCE AUTHORIZING THE CITY OF MO COMMERCIAL CARD AGREEMENT AND LINE OF CRI AND PROVIDING FURTHER WITH RESPECT THERET	EDIT WITH REGIONS BANK
WHEREAS, the City of Monroe desires to replace its c with a more robust commercial card program that allows th management and streamline its procurement processes;	current commercial card program e City to improve its financial
WHEREAS, implementing a commercial card program transparency in City expenditures by integrating the program with system and providing City departments with a more efficient and small-dollar purchases;	our current financial accounting
WHEREAS, the City, through the Department of Admi Proposals from qualified providers to implement a commercial cathe City's Purchasing/Accounts Payable processes and that providers to implement accommercial cather City's Purchasing/Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement accommendation of the City's Purchasing (Accounts Payable processes and that providers to implement account of the City's Purchasing (Accounts Payable processes and that providers to implement account of the City's Purchasing (Accounts Payable processes and that providers to implement account of the City's Purchasing (Accounts Payable processes and that providers to implement account of the City's Purchasing (Accounts Payable processes and the City's Purchasing (Accounts Payable processes account of the City's Purchas	ard program to be integrated into
WHEREAS, Regions Bank submitted a qualifying prop to the City considering all available alternatives; and	osal that provided the best value
WHEREAS, the Commercial Card Agreement, Busined documents necessary to effectuate the agreement and commercial of Monroe and Regions Bank are attached hereto and made part leads to the commercial card Agreement and commercial of Monroe and Regions Bank are attached hereto and made part leads to the commercial Card Agreement, Busined documents necessary to effect the agreement and commercial card Agreement and commercial card Agreement, Busined documents necessary to effect the agreement and commercial card Agreement and Card Agreement	al card program between the City
NOW, THEREFORE, BE IT ORDAINED, by the Cisession convened, that Stacey Rowell, Director of Administrate execute the Business Loan Application, Commercial Card Agree necessary and proper to effectuate the agreement and commerciate of Monroe and Regions Bank.	tion, is authorized to enter and element, and all other documents
This Ordinance was introduced on the day of Sep	tember 2024.
Notice Published on the day of September 2	2024.
This Ordinance having been submitted in writing, intro- submitted to a vote as a whole, the vote thereon being as follows:	educed and published, was then
AYES:	
NAYS:	
ABSENT:	

And the Ordinance was decrare	day of October, 2024.
	CHAIRPERSON
CITY CLERK	
MAYOR'S APPROVAL	
MAYOR'S VETO	

eSigna	ature Data	** Der	notes Required Field
Version	V 10.30.23		1
Regions Authorized Signer Email	greg d jones@regions.com	**	
Regions Authorized Signer SMS Cell Phone Number	318-376-9929	**	10 digit number - 999999999
Primary Signer Name	Stacey Rowell	**	
Primary Signer Email	stacey.rowell@ci.monroe.la.us		
Primary Signer SMS Cell Phone Number	318-329-4925	**	10 digit number - 899999999
Company Name (1997) 1998 (1998) 1998	City of Monroe	**	
Taxid		**	1
Contact Name (2001) http://doi.org/10.000/	Stacey Rowell	**	1
Contact Email	stacey.rowell@ci.monroe.la.us	**	1
Authorized Signer 1 Name	Stacey Rowell	**	
Authorized Signer 1 Email	stacey.rowell@ci.monroe.la.us	1	
Authorized Signer 1 SMS Cell Phone Number	318-329-4325	**	10 digit number - 999999999
Authorized Signer 2 Name		<u> </u>	
Authorized Signer 2 Email			
Authorized Signer 2 SMS Cell Phone Number			10 digit number - 999999999
Authorized Signer 3 Name	and the second of the second of the second of the	102	
Authorized Signer 3 Email	a light fill the section of the grade grade grade a		
Authorized Signer 3 SMS Cell Phone Number	a factor the relation by a few contracting by	1,5	10 digit number - 959999999
Authorized Signer 4 Name			
Authorized Signer 4 Email			
Authorized Signer 4 SMS Cell Phone Number			10 digit number - 999999999
Additional Regions Notification Emails			
	 A section of the control of the contro		Note: Enter additional email addin

.

Note: Enter additional email addresses for Regions associates who would like to receive package status update emai Those addresses should be enteled as a comma separated list (John Joe@regions.com.jane.doe@regions.com etc..



COMMERCIAL CARD AGREEMENT Exhibit I - IMPLEMENTATION FORM

*Required Field							Effective Date:	9/17/2024	
*Super Company Name	City of Monroe				Authorized Signers:	•	William	-,-,	
*Tax ID					*Representative 1	Stacev Rov	zell		
*Attention				*Tide		Director of Administration			
*Address	400 Lea Joyner Expres	way			*Representative 2		······································		
*City	Monroe	······································			*Tide				
*State, Zip Code	LA 71201				*Representative 3		<u> </u>	······································	
*Phone Number	318-805-5524		······		*Title		······		
(Complete Mailing Address i	f Cards are mailed to differ	ent address than a	boye.)		*Representative 4				
Mailing Address			•		*Title				
City, State, Zip		······································				••••		······································	
training. Administration in	adnowledge it is the responsib dudes card maintenance, card o	orders, setting limits, h	ogram administrator to ICC codes, web admini	stration, etc.	ed spend categories for each card h		eed and company risk parameters	during implementation or	
Primary Administrator:					Secondary Adminis	trator (Racl	run ta Primarel		
*Name	Melanie Watson				*Name	Lee Futrell			
*Last 4 of SSN			·····		*Last 4 of SSN	Tee Later		·······	
*Phone Number	318-805-5524	·····	······································		*Phone Number	219 207 0	111	······································	
*Email Address	melanie.watson@ci.mor	rne la us			*Email Address	***************************************			
		17 30,100	······································		LAHAH AGGICSS	K-G. TOU GINED	ci.monroe.la.us	·····	
Program Type:	Distributed Card (Pure Virtual Card	hasing, Travel &	Entertainment, D	eclining Ba	lance, Fleet	Ξ	Commercial Pay Commercial Pay Mobile Integrated Payables		
Online Reporting Took	SpendCla	irity	s	ervice	Expense Management				
			 *File Type I	Parser			*Only required for Interne	ct AP Lite related services	
				***************************************		****	only required for interse	CENT LICE TENDER SELVICES	
Visa Options:			S	ervice			Other:		
Card Plastics:	Co-brand/Custom					······································			
Invoice Options:	Billin	g Type:	Company		Billing Cycle Type	• • • • • • • • • • • • • • • • • • •	Monthly	·····	
					Billing Cycle Day	r	Last Day		
					Payment Due	: 15tJ	Business Day After Cycle	···············	
Special Instructions:	<u>3n</u>	IPA: LaKela Pe	rkins,	Phone #:	318-243-3009, lakela perkin	s@ci.monroe	laus. Custom card with	logo	
♦ Signatures									
Signature:					Signature:	····	······································		
		Compan	У			R	egions Bank		



Exhibit III Authorization for Payment by ACH Debit / Revenue Share Credit

Company Name:	City of M	onoe			
□ Debit On Payment for	-		Credit Only Revenue Share Disbursement	I	Both Debit & Credit Payments & Revenue Share
shown on each billing statement the Commercial Card Agreement Billing/Payment Cycle designate	t for Compan t executed b ed below by C elow for any	ny's Commeny y Company. Company), a revenue-sh	rcial Card Account, and (ii) Bank will initiate debits (i) nd (ii) on the date that any aring payment owed to Col	any other fe on the date other amou mpany unde	ed below for payment of (i) the New Balance les, charges or other amounts due to Bank und each New Balance is due (based on the unt is due. Company also directs Bank to credit er the Commercial Card Agreement. Bank will
Depository Bank:		TBD			
Bank City:		TBD			Bank State:
Routing Number (9 digits):		TBD		***************************************	
Account Number:		TBD			
If you have ACH Debit Blocking on the accounts number above, please allow the following: 9630099999 This authorization shall remain in effect until bank has received written notification from Company terminating this authorization at least three (3) business days prior to the date of a transfer.					
Signature of Authorized Represe	ntative			•	
Printed Name				•	
Title				•	
Date					



COMMERCIAL CARD AGREEMENT

Customer Name: City of Monroe

Date: 9/17/2024

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

1. CARDS TO BE ISSUED TO COMPANY

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

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

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

Except as otherwise provided in Section 9 below, all Purchases and Cash Advances on Company's Cards will be billed to Company through a central account (a "Corporate Account"). At Company's option, Bank may establish additional Corporate Accounts to

facilitate Company's management of expenses charged to its Cards. For each Card, Bank will establish a subaccount (a "Subaccount") to the Corporate Account. Although fees and charges may be billed to a Corporate Account, all Purchases and Cash Advances must be charged to a Subaccount.

2. COMPANY SET UP FORM

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

3. ISSUANCE OF PHYSICAL CARDS

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

4. COMPANY'S RESPONSIBILITY FOR USE OF COMMERCIAL CARDS

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

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

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

5. LIMITATIONS ON USE OF COMMERCIAL CARDS

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

6. PERMISSIBLE PURPOSES FOR USING COMMERCIAL CARD ACCOUNT

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

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

7. ANNUAL FEE; OTHER FEES

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

8. CASH ADVANCES

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

9. PERIODIC BILLING

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

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

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

10. PAYMENT IN FULL REQUIRED FOR EACH BILLING CYCLE

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

11. LATE FEE

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

12. CREDIT LIMIT

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

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

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

13. UNAUTHORIZED USE OF THE ACCOUNT

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

14. ERRORS AND BILLING DISPUTES

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

15. SOFTWARE

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

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

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

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

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

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

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

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

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

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

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

16. THIRD PARTY PRODUCTS AND SERVICES

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

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

17. TRANSACTIONS IN FOREIGN CURRENCIES

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

18. NOTICES

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

Mailing Address:

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

Hand-Delivery Address:

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

Email Address:

tmipcardgroup@regions.com

Fax Number:

205-905-5840

19. NONUSE OF SERVICE

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

20. TERMINATION

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

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

21. CHANGES TO THIS AGREEMENT

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

22. INDEMNIFICATION

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

23. LIMITATION OF BANK'S LIABILITY

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

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

24. COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS

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

25. BENEFICIAL OWNERSHIP

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

26. ARBITRATION

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

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

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

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

27. FINANCIAL INFORMATION

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

28. LIABILITY FOR TAXES

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

29. GOVERNING LAW

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

30. HEADINGS

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

31. VALIDITY

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

32. ASSIGNMENT AND BINDING EFFECT

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

33. MERGER OF AGREEMENTS

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

.Restricted

34. COLLECTIONS

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

35. REMEDIES; WAIVER

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

36. SIGNATURE AND DELIVERY

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

37. MUNICIPAL ADVISORS

The Bank and its representatives are not registered Municipal Advisors and do not provide advice to Municipal Entities or Obligated Persons with respect to Municipal Financial Products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning Municipal Financial Products or municipal securities issuances) or engage in the solicitation of Municipal Entities or Obligated Persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. See 15 U.S.C. §780-4.

*Please ensure signers are in accordance with borrowing resolution. Signature of Authorized Representative 1 Signature of Authorized Representative 3 Stacey Rowell Printed Name Printed Name Director of Administration Title Signature of Authorized Representative 2 Signature of Authorized Representative 4 0 Printed Name Printed Name 0 Title Company's Address: Mailing Address: Attn: Hand-Delivery Address: Attn: Email Address:

Fax Number:



COMMERCIAL CARD AGREEMENT SET UP FORM

Company Name:	City of Monroe
Effective Date:	9/17/2024

Fee Schedule

Annual Fe	ac ·
Distributed Card	
(Purchasing, Travel & Entertainment, Declining Balance, Fleet)	Waived
. Monthly Fe	200
Online Tools:	553
CentreSuite	Waived
Regions Intersect	\$ 25.00
Spend Clarity	\$50.00
Commercial Pay (Mobile)	N/A
Description on Statement:	
Monthly System(s) Access	\$75.00
Integrated Payables	Refer to Treasury Management Price List
One-Time Setu	
Card Plastics:	
Standard	Waived
Custom (Must have more than 50 cards)	\$500.00
Custom File/Custom Extract Development	
Standard Delivery: 5 to 8 weeks	As Quoted
Rush Delivery: 1 to 4 weeks	As Quoted
Emergency Delivery: Less than 1 week	As Quoted
VCF (Visa Commercial Format) File	
VCF Data File Push (Standard - Visa sends the file)	N/A
VCF Data File Pull (Client pulls the file from Visa)	N/A
Per Instance	Fees
Other Fees:	
Overnight Card Delivery (Per Card)	\$25.00
Custom Programming	\$160/hr.
Data/Receipt Retrieval (Post 24 months)	\$135.00/hr.
Late Payment	Greater of \$10.00 or 1.5% of Total
	Greater of \$10.00 or 1.5% of Cash Advance
Cash Advance	Amount
	Transactions which originate and settle in a
	different currency are subject to Visa's current
	standard foreign conversion rate of 1.00%.
	Transactions which originate and settle in the
	same currency but occur across borders are
	subject to Visa's current conversion rate of
	1.00%. Fees imposed by Visa and are subject
Familia Tanasaina	to change at any time without notice.
Foreign Transaction	

Signature:	Signature:	
Company	-	Regions Bank



500,000

1.000.000

3,000,000

5,000,000

7,000,000

9,000,000 15,000,000

20,000,000

Grace Period al Purchasing Card Volume

999,999

2,999,999

4,999,999

6.999,999

8,999,999

14,999,999

24,999,999

Revenue Sharing Schedule

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

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

Negotiated
in Basis Folins
0
50
50
50
50
50
50
50
50
50

\$ 25,000,000 1. Calculation

Tier Ani

Any transactions that have been defined by Visa as Negotiated Large Ticket (or VPP Large Ticket) transactions will be assigned a Fee Program Indicator of "VLT" All VLT transactions are exempted from revenue share eligibility.

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117

132

142

152

167 172 177

187

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1

120

145

155

170 175

180

185

All purchases, irrespective of Visa classification or the rates at which they earn basis points of revenue share, are included in the "Net Volume" Calculation used to determine qualifying basis points of Standard revenue share,

2. Definitions

- "Large Ticket Purchases" refer to transactions processed at a reduced interchange rate because the merchant participates in a special program operated by Visa, wherein participating merchants pay to process certain larger transactions with enhanced data elements at discounted rates
- "Level II Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- vise.

 "Level III Purchases" refer to transactions processed for merchants at reduced interchange rates because the data transmission contains enhanced data elements as determined by Visa.
- "Net Volume" means the total US dollar amount of purchases on the Commercial Card account, less any credits for returns or other adjustments.

C

14

90

115

130

140

150

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185

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105

120

130 140

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165

175

SERVICE STATE

- "Standard Purchases" refer to transactions for which certain standard data elements, including but not limited to total purchase amount, date of purchase, merchant category code, merchant name, city/state, debit/credit indicator, date on which the charge/credit was processed, processing/transaction reference number, and other items as determined by Visa are included in the data transmission.
- "Visa Preferred Partner Purchases" refer to transactions processed for merchants that qualify for a reduced interchange rate because the merchant participates in a special program of

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

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

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

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

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

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

8The terms of this Schedule are expressly incorporate into the Commercial Card Agreement as if fully setout therin and thus are subject to change by the Bank as provided in the Commercial Card Agreement.

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

10Billing Cycle/Payment Period Selected Is: 30/15

Signature:		 Signature:	·
	Company		Regions Bank



Business Loan Application 00520442

Type of Application
(Field to be completed at closing)



00320442		Phone Mail/Fax In Person				EGIOINS
SUBMITTING OFFIC	CER INFORMATIO	N (Bank Use Only)				
BRANCH NAME: MONROE: M	IDDLE MARKET BA BRAN	ICH# 06801 BRAN	ICH/BUSINESS BANKER : Roge	er Johnston	BB/BR CICS#/USE	R ID: X3JM8
INFORMATION ABO	NITTHE BUSINE	SS			•	
LEGAL BUSINESS NAME/BORF PHYSICAL STREET ADDRESS	400 LEA JOYNER EXPY	MONROE STATE OF LOUISIAN	***************************************			
MAILING ADDRESS	400 LEA JOYNER EXPY		CITY MONROE	·	TATE LA	ZIP 71201
PHONE NUMBER		DENTIFICATION NUMBER(F.E.I.	CITY MONROE		TATE LA	ZIP 71201
DESCRIPTION OF BUSINESS	C100232010	DENTIFICATION NOWBER(F.E.I.	STATE OF ORIGINATION	TYPE BUS		
TIME AS OWNERS OF BUSINES	SS YRS	MONTHS	•	PRIOR FISCAL YEAR	AR BUSINESS ESTABLI:	SHED 1785-02-01
LOAN PRODUCT T	YPE	LOAN PURPOSE		LOAN REQU	JEST	
REQUESTED:		100		REQUESTED LOAN		
APPROVED:		RENEWAL ACCOUNT# 52	24303737980001095975	APPROVED LOAN A		
DDINGIDAL OWNER	INICODMATION					
PRINCIPAL OWNER	RINFORMATION					
Check the appropriate box that de	escribes your relationship to the	e loan application*				
NAME	PHYSICALS	TREET ADDRESS C/S/Z	SOCIAL SECURITY#	DATE OF BIRTH	% OWNERSHIP	TITLE
Δ						
U.S. Citizon ☐ Yes ☐ No	Type ID #	Issue Date		·	1	L
discontinuity [116]		issue Date	Expiration Date		Issuing State/ Country	
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Are you a current or former foreign politi	cal official, or an associate or family n	nember of one? 🔲 Yes 🔲 No	(Fields to be completed at closing)			
If yes, What is the political position of I	he official?					***************************************
If yes, What is relationship? SALARY (Annual) \$	OTHER II					
O'D' (Vanda) V	OTREK (F	(COME (Annual)**\$	PERSONA	L NET WORTH \$		
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Are you a current or former foreign politic	al official, or an associate or family n	nember of one? 🔲 Yes 🔲 No	(Fields to be completed at closing)			
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apply jointly	for credit?) Yes No		7.6	cessary)		
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Are you a current or former foreign politic	al official, or an associate or family r	nember of one? Yes No	(Fields to be completed at closing)			
If yes, What is the political position of t		·				
If yes, What is relationship?						
SALARY (Annual) \$	OTHER IN	COME (Annual)** \$	PERSONAL	NET WORTH \$		

Authorized Signer (personal financial information not necessary)

Guarantor (If you do not have ownership in this company, is it your intention to apply jointly for credit?)

Yes
No

NAME	NAME PHYSICAL STREET ADDRESS C/S/Z		SOCIAL SECURITY #	DATE OF BIRTH	% OWNERSHIP	TITLE
)						~~~~
J.S. Citizen ☐ Yes ☐ No T	ype ID #	Issue Date	Expiration Date	·····	Issuing State/ Country	
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Are you a current or former foreign politic	al official, or an associate or family memb	verofone? ∐Yes ∐No	(Fields to be completed at closing)			
If yes, What is the political position of the	e official?					
If yes, What is relationship?						
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	You do not have ownership in this comp for credit?) Yes No	any, is it your intention to		norized Signer (personal fir essary)	nancial information not	
NO. 1 ATTOM WITH	RMATION					

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

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

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

APPLICANT'S STATEMENT

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

APPLICANT SIGNATURE AND TITLE			
	DATE		
PRINT NAME	TITLE		
	•		
APPLICANT SIGNATURE AND TITLE			
	DATE		
PRINT NAME	TITLE		
	. IIILE	•	
APPLICANT SIGNATURE AND TITLE			
	DATE		
PRINT NAME	TITLE		
	•		
APPLICANT SIGNATURE AND TITLE			
	DATE		
PRINT NAME	TITLE		



GOVERNMENTAL CERTIFICATE

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

Entity:

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

Lender:

REGIONS BANK 2090 PARKWAY OFFICE CIRCLE HOOVER, AL 35244

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

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

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

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

NAMES

TITLES

AUTHORIZED

ACTUAL SIGNATURES

STACY CAROL ROWELL

Director of Finance

X

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

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

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

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

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

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

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

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

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

GOVERNMENTAL CERTIFICATE (Continued)

Loan No: 24303737980001095975

Page 2

Entity and Lender.

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

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

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

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

CERTIFIED TO AND ATTESTED BY:

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

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

LaserPro, Ver. 23.4.10.021 Copr. Finastra USA Corporation 1997, 2024. All Rights Reserved. - LA/IAL Et/Prosuite/CFNLPL\C22.FC TR-10024194 PR-RDPC20

STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Ordinance was introduced by Mr./Msits adoption and was seconded by Mr./Ms	who moved for:
AN ORDINANCE APPROVING AN APPLICATION BY MONITO REZONE A CERTAIN PROPERTY AND AMENDING THE CITY OF MONROE AND FURTHER PROVIDING WITH	HE ZONING MAP FOR
WHEREAS, the Monroe Athletic Club filed an application (M Monroe's Planning and Zoning Division to rezone a ±12.01-acre tra Chauvin Lane, Monroe, LA, from B-1 (Neighborhood Mixed Use) D Business/Commercial) District;	ct of land located at 3801
WHEREAS, the stated purpose of the application is to allow the license to have on-premises alcohol sales at a café and restaurant in the	
WHEREAS, a copy of the application and proposed amendment attached hereto and made part hereof; and	ents to the Zoning Map are
WHEREAS, the application was considered at a meeting Commission on September 9, 2024, and the Monroe Planning Compression of the application by a vote of 4-0-1.	
NOW THEREFORE, BE IT ORDAINED, by the City Cossession convened, that that application filed by the Monroe Athletic Claract of land located at 3801 Chauvin Lane, Monroe, LA, from B-1 (District to the B-3 (General Business/Commercial) District is approved	ub to rezone a ±12.01-acre Neighborhood Mixed Use)
BE IT FURTHER ORDAINED that the Zoning Map of the boundaries thereof, which is described in Section 37-34 of the City of Zoning Ordinance and shows the Zoning Districts and Boundaries the hereby amended to rezone the ± 12.01 -acre described to the B-3 (General District as shown on the map, which is attached hereto and made integrated into the Zoning Map of the City of Monroe.	of Monroe Comprehensive hereof, be and the same is eral Business/Commercial)
This Ordinance was introduced on the day of Septembe	r 2024.
Notice Published on the day of September 2024.	
This Ordinance having been submitted in writing, introduced submitted to a vote as a whole, the vote thereon being as follows:	and published, was then
AYES:	
NAYS:	
ABSENT:	

And the Ordinance was declared	ADOPTED on day of October 2024.
	CHAIRPERSON
CITY CLERK	
MAYOR'S APPROVAL	
MAYOR'S VETO	

PUBLIC HEARING CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE:

MA 102-24

APPLICANT: Monroe Athletic Club

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Earnest Muhammad

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area are sufficient to justify the above request to rezone a 12.01-acre tract of land, more or less, from B-1 (Neighborhood Mixed Use) District to B-3 (General Business/Commercial) District. This property is located at 3801 Chauvin Lane. The commission recommends this application be approved.

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

City of Monroe **Planning Commission**

Case No.:

MA 102-24

Name of Applicant:

Monroe Athletic Club

Address of Property:

3801 Chauvin Lane

Size of Property:

±12.01-acres

Present Zoning: Proposed Zoning: B-1 (Neighborhood Mixed Use) District B-3 (General Business/Commercial) District

Council District:

Future Land Use:

Low Density Residential

Consistent to the

Comprehensive Plan:

No

REQUEST:

This is a request to rezone a 12.1-acre tract of land from the B-1

(Neighborhood Mixed Use) District to the B-3 (General

Business/Commercial) District.

PRESENT USE:

Athletic Club

MOST NEARLY BOUNDED

BY (STREETS):

The property is located north of Cuba Boulevard, west of Chauvin Lane and

east of Levee Drive.

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

all directions.

ADVERSE INFLUENCES:

The proposed request may increase traffic in the area.

POSITIVE INFLUENCES:

The proposed request will allow the applicant to introduce new services to

club members.

COMMENTS/

RECOMMENDATIONS:

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

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

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

MA 102-24 Monroe Athletic Club

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

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

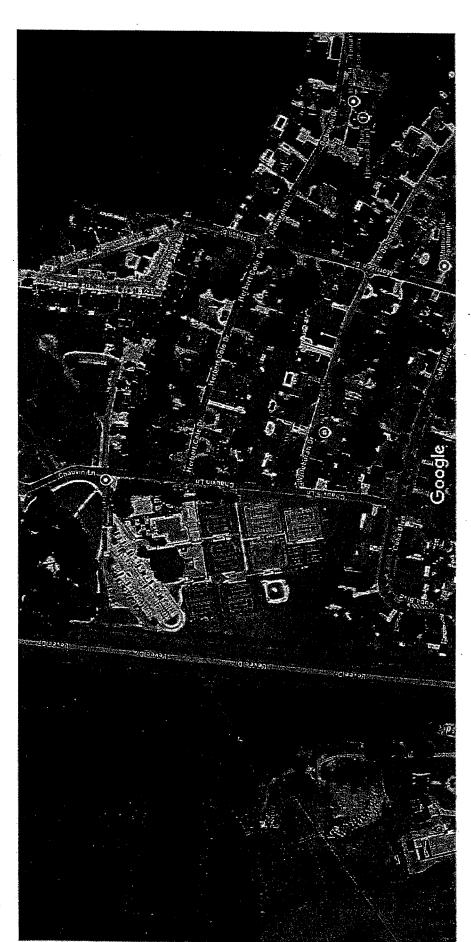
Effect of Denial

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

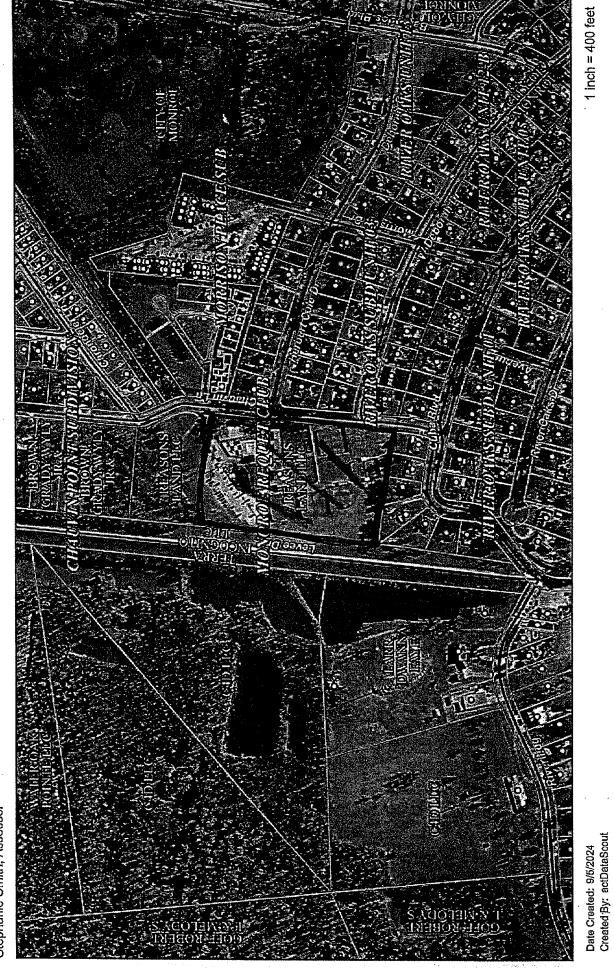
OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.



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



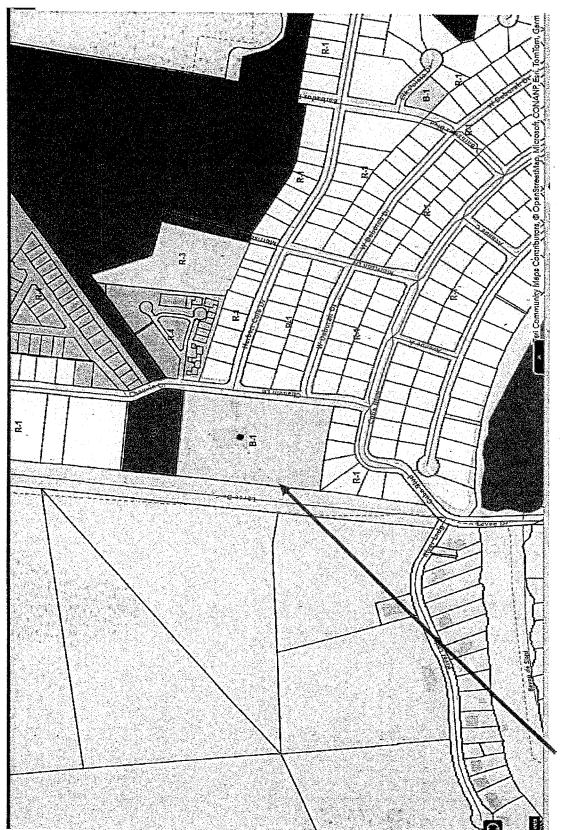
1 inch = 400 feet

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

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CLDARASCOUT

Via DataScout OneMap®



Proposed Site

STATE OF LOUISIANA

CITY OF MONROE

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

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

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

WHEREAS, the legal description of these properties is:

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

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

(351-475 Parker Road)

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

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

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

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

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

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

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

then

This Ordinance was introduced on the day of September 2024.
Notice Published on the day of September 2024.
This Ordinance having been submitted in writing, introduced and published, was submitted to a vote as a whole, the vote thereon being as follows:
AYES:
NAYS:
ABSENT:
And the Ordinance was declared ADOPTED on day of October, 2024.
CHAIRPERSON
CITY CLERK
MAYOR'S APPROVAL
MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE:

ANX 101-24

APPLICANT: Martin Engineering Services

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Earnest Muhammad

I move that the Planning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area *are* sufficient to justify the above request for Annexation of a 36.35-acre tract of land, more or less. The property is currently located in Ouachita Parish. The property is located at 351-475 Parker Road. The commission recommends this application be approved.

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

PETITION FOR ANNEXATION

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

It is desirable and necessary that the following described territory be annexed to

	the City of Monroe;
÷	
2.	A community of interest exists between the territory proposed to be annexed and the City of Monroe, Louisiana;
3.	The territory proposed to be annexed is integrated or is capable of being integrated with the City of Monroe, Louisiana;
4.	The signatures of this petition comprise a majority of the registered voters resident property owners and twenty-five (25%) in value of property of resident property of the land to be included in the area proposed to be annexed;
5.	The legal description of the land owned by each signer and the date of the signing of each signature are all shown on this partition;
6.	The territory to be annexed is not presently a part of any incorporated city, city and parish or town.
now or in the	t this time requesting the following city operating utility services be provided future to this property under conditions set forth in the City of Monroe Code cknowledge that final approval of any city services to this property will be at of the City.
	Water tap Sewer tap Sewer tap
PROPERTY O	WNERS (Print) SIGNATURE OF PROPERTY OWNERS
Alven Square	They grow
Angelique Conr	ner Uhng

MAP AMENDMENT PACKET

City of Monroe Planning Commission

CASE NO.:

ANX 100-24

NAME OF APPLICANT:

Martin Engineering Services

SITE ADDRESS:

351-475 Parker Road

COUNCIL DISTRICT:

3 (once annexed)

REQUEST:

The applicant wishes to annex an approximately ± 36.35 -

acre tract of land into the City Limits of Monroe, located at

351-475 Parker Road.

SIZE OF PROPERTY:

±36.35-acre, more or less

PRESENT ZONING:

Presently the property is located within the Parish and does not have a designated zoning classification. The applicant has a separate application to zone the property to the

R-1 (Single Family Residence) District.

PRESENT USE:

Vacant land

MOST NEARLY BOUNDED

BY (STREETS):

North of Parker Road and south of Frontage Road.

SURROUNDING LAND USES:

The surrounding land use consists of Quality Paper

Packaging, Inc, a single-family residence with vacant land

in all directions.

ADVERSE INFLUENCES:

The proposed development will increase traffic in the area.

POSITICE

INFLUENCES:

The proposed development will add to the housing stock

and property taxes for the City of Monroe.

COMPREHENSIVE PLAN:

Yes

COMMENTS/

RECOMMENDATIONS:

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

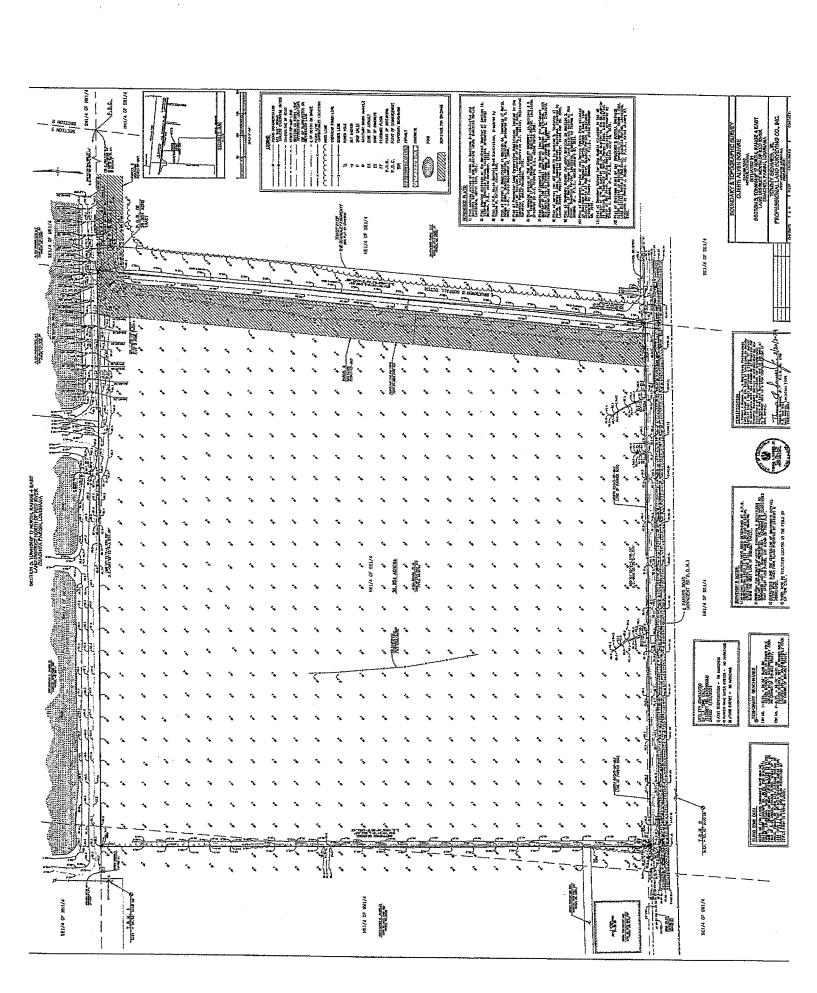
Martin Engineering Services ANX 100-24

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

OPTIONS:

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

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

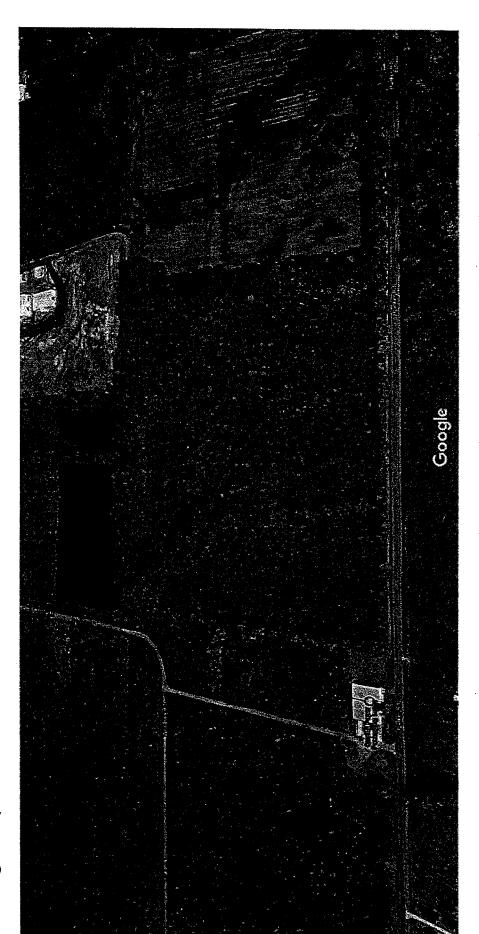




Anx 100-24 & MA 101-24: Martin Engineering Services (351-475 Parker Road)

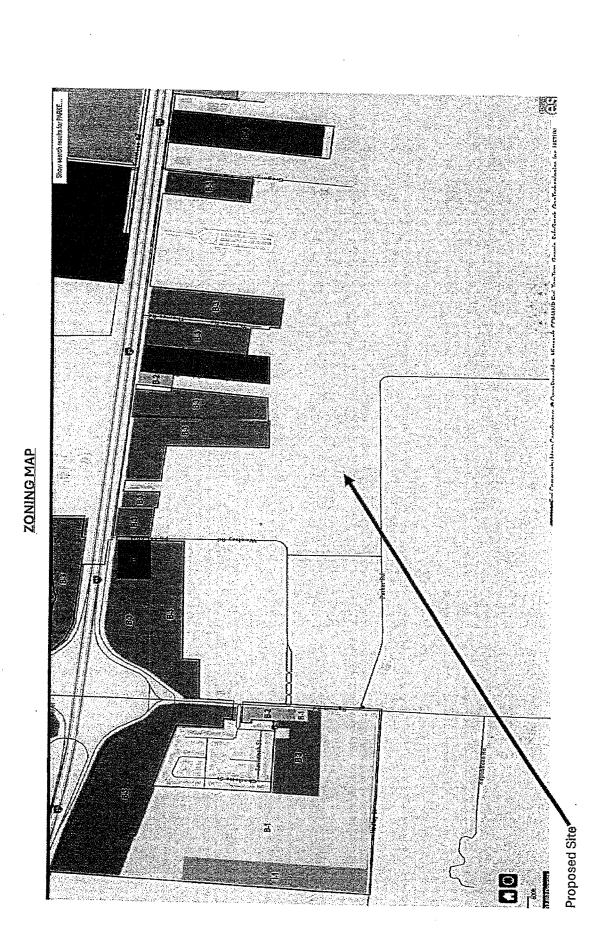
Request to annex/zone a 36.35 acre tract of land for a single family residential subdivision.

Google Maps 3224 Louisville Ave



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

¥



STATE OF LOUISIANA

NO.	

CITY OF MONROE

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

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

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

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

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

(351-475 Parker Road)

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

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

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

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

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

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

Notice Published on the	_day of September 2024.
This Ordinance having been submitted then submitted to a vote as a whole, the vote	ed in writing, introduced and published, was thereon being as follows:
AYES:	
NAYS:	
ABSENT:	
And the Ordinance was declared AD	OPTED on day of October, 2024.
	CHAIRPERSON
CITY CLERK	
MAYOR'S APPROVAL	
MAYOR'S VETO	

PUBLIC HEARING CITY OF MONROE ZONING COMMISSION

September 9, 2024

City Hall

Monroe, Louisiana

RE:

MA 101-24

APPLICANT: Martin Engineering Services

MOTIONED BY: Mrs. Pamela Hill

SECONDED BY: Mr. Charles Scott

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area are sufficient to justify the above request to zone a 36.35-acre tract of land, more or less, from being located in Ouachita Parish to R-1 (Single Family Residence) District. This property is located at 351-475 Parker Road. The commission recommends this application be approved.

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

City of Monroe Planning Commission

Case No.:

MA 101-24

Name of Applicant:

Martin Engineering Services

Address of Property:

351-475 Parker Road

Size of Property:

±36.35-acres

Present Zoning:

OS (Open Space)

Proposed Zoning:

R-1 (Single Family Residence) District

Council District:

2

Future Land Use:

Low Density Residential

Consistent to the

Comprehensive Plan:

Yes

REQUEST:

This is a request to zone a 36.35-acre tract of land from the OS (Open Space)

District to the R-1 (Single Family Residential) District.

PRESENT USE:

Vacant land

MOST NEARLY BOUNDED

BY (STREETS):

The property is located north of Parker Road and south of Frontage Road.

SURROUNDING LAND USES: The surrounding land use consists of Quality Paper Packaging, Inc, a single-

family residence with vacant land in all directions.

ADVERSE INFLUENCES:

This proposed development may increase traffic in the area.

POSITIVE INFLUENCES:

The proposed development will add to the housing stock and property taxes

for the City of Monroe.

COMMENTS/

RECOMMENDATIONS:

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

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

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

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

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

MA 101-24 Martin Engineering Services

The $\underline{Planning\ Commission}$ and the $\underline{City\ Council}$ shall consider the following criteria in approving or denying a map amendment:

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

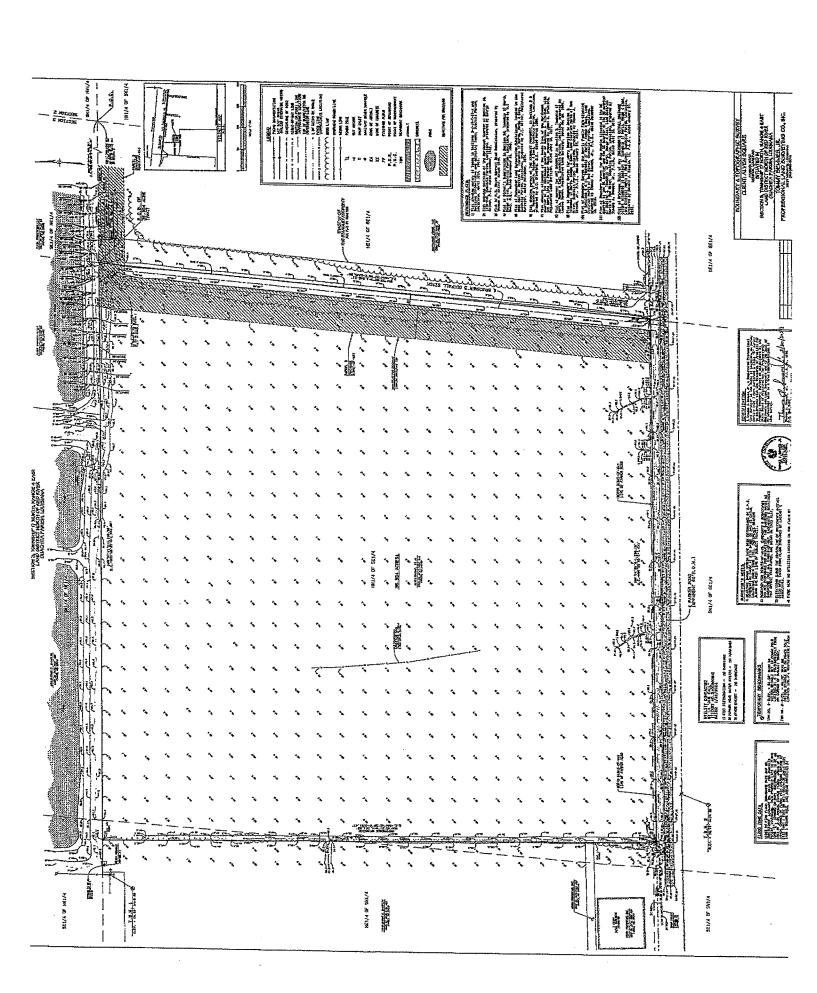
Effect of Denial

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

OPTIONS:

Approve the applicant's request as presented.

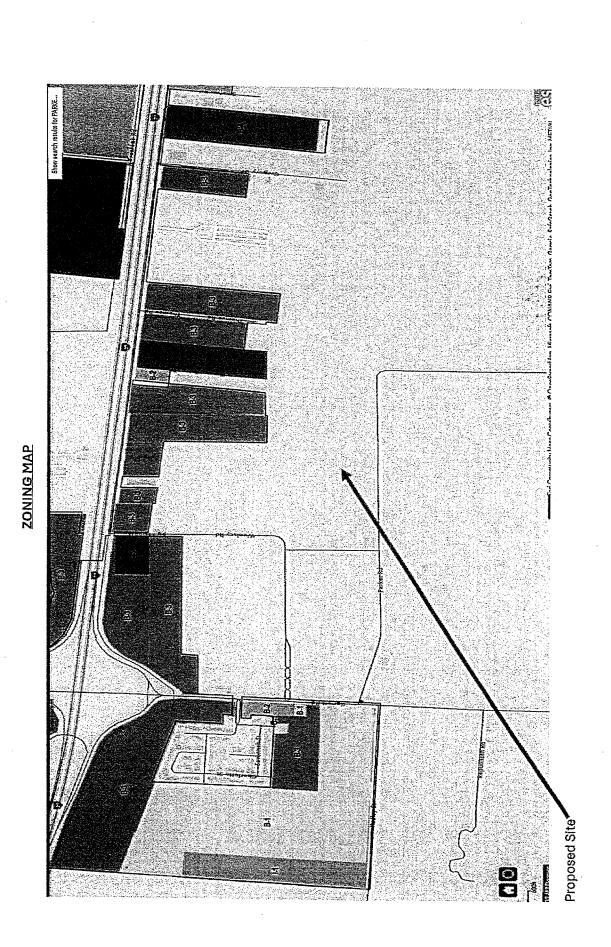
Deny the applicant's request as presented.





Anx 100-24 & MA 101-24: Martin Engineering Services (351-475 Parker Road)

Request to annex/zone a 36.35 acre tract of land for a single family residential subdivision.



STATE OF LOUISIANA	NO
CITY OF MONROE	
The following Ordinance was introduced by Mr./Ms for its adoption and was seconded by Mr./Mrs	, who moved
AN ORDINANCE REPEALING ORDINANCE NO. 12 BIDDING PROCEDURES) AND FURTHER PROVIDING V	
WHEREAS, the Monroe City Council adopted Ordinanc which established purchasing and bidding procedures for the City	
WHEREAS, the Monroe City Council desires to repeatentirety.	al Ordinance No. 12,225 in its
NOW, THEREFORE, BE IT ORDAINED , by the City in legal session convened, that Ordinance No. 12,225, which esta procedures for the City of Monroe, is hereby repealed.	
This Ordinance was introduced on September, 202	24.
Notice published on September, 2024.	
This Ordinance having been submitted in writing, introduce submitted to a vote as a whole, the vote thereon being as follows:	
AYES:	
NAYS:	:
ABSENT:	
And the Ordinance was declared ADOPTED on Septemb	er, 2024.
CHAIRPER	SON
	301
CITY CLERK	
MAYOR'S APPROVAL	

MAYOR'S VETO

STATE OF LOUISIANA CITY OF MONROE	NO
The following Ordinance was introduced by Mr./Ms for its adoption and was seconded by Mr./Mrs	, who moved
AN ORDINANCE REPEALING ORDINANCE NO. 12,220 (SPAND FURTHER PROVIDING WITH RESPECT THERETO.	ECIAL TAX ELECTION
WHEREAS, the Monroe City Council adopted Ordinance Newhich ordered and called for a special election within the City rededication, levy, and collection of a special tax therein, authorized State Bond Commission, and provided for other matters in connection	of Monroe to authorize the application to the Louisiana
WHEREAS, the Monroe City Council desires to repeal Centirety.	Ordinance No. 12,220 in its
NOW, THEREFORE, BE IT ORDAINED, by the City Co in legal session convened, that Ordinance No. 12,220, which orde election within the City of Monroe to authorize the rededication, lev tax therein, authorized application to the Louisiana State Bond Co other matters in connection therewith, is hereby repealed.	red and called for a special y, and collection of a special
This Ordinance was introduced on September, 2024.	
Notice published on September, 2024.	
This Ordinance having been submitted in writing, introduced, submitted to a vote as a whole, the vote thereon being as follows:	, and published, was then
AYES:	
NAYS:	
ABSENT:	
And the Ordinance was declared ADOPTED on September	, 2024.
CHAIRPERSO	N
CITY CLERK	
MAYOR'S APPROVAL	
MAYOR'S VETO	

STAT	ΕO	FL	DUIS	IANA
CITY	OF	MO	NRO	E

NO	
***************************************	_, who moved

AN ORDINANCE AMENDING SECTION 36-23 OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.

The following Ordinance was introduced by Mr./Ms. __

for its adoption and was seconded by Mr./Mrs. __

WHEREAS, Ordinance No. 11,838 (March 27, 2018) amended Section 36-23 of the City of Monroe Code to establish new water rates for consumers and to provide that the water rates automatically be adjusted upward, annually, by the Consumer Price Index, subject to a 4% cap on yearly increases;

WHEREAS, the City Council desires to amend Section 36-23 to establish current water rates, to repeal and replace automatic, annual adjustments with an annual review process that ensures water rate adjustments are based on the performance of the water system.

NOW THEREFORE, by the City Council of the City of Monroe, in legal session convened, that Section 36-23 of the Code of Ordinances of Monroe, Louisiana, is hereby amended to read as follows:

Sec. 36-23. Water Rates

- (a) Water rate for consumers shall be:
 - (1) For consumers inside the City limits:

0-1,000,000 gallons (per 1,000 gallons)	\$4.82
> 1,000,000 gallons (per 1,000 gallons)	\$4.33

(2) For consumers outside the City limits:

0-1,000,000 gallons (per 1,000 gallons)	150% of the respective rates
> 1,000,000 gallons (per 1,000 gallons)	inside the City limits

(3) For consumers qualifying for lifeline rates:

0-1,000,000 gallons (per 1,000 gallons)	85% of the respective rate
	of inside the city limits

- (4) Water rates shall be reviewed and adjusted annually, as necessary, based on the financial condition of the water system, including its assets and liabilities, and any debt obligations or covenants secured by the water system or its operations.
- (b) The minimum monthly bill amount for all consumers shall be based on the following gallonages:

5/8" meter or less	4,000 gallons
1" meter	5,000 gallons
1½" meter	8,000 gallons
2" meter	12,000 gallons
3" meter	32,000 gallons
4" meter	60,000 gallons
6" meter	120,000 gallons
8" meter	240,000 gallons
Over 8" meter	480,000 gallons

- (c) The lifeline utility rate may be extended to consumers who are eligible under the following conditions and criteria:
 - (1) Only one (1) application per individual is allowed for the lifeline utility water rate.
 - (2) The utility water account shall be in the name of the individual owner or renter residing in the residence certifying eligibility for the lifeline utility water rate.
 - Only one (1) single family residential utility water meter account shall receive the lifeline utility water rate for each applicant and for each property served.
 - (4) Allowed water usage per month for metered account receiving lifeline utility water rate will be up to a maximum of five thousand (5,000) gallons. All usage over five thousand (5,000) gallons will be charged at the current non-lifeline utility water rate.
 - (5) The individual shall be or exceed sixty-two (62) years of age at the time of filing or be permanently disabled under guidelines established by the Social Security Administration or Veteran's Administration.
 - (6) In addition to age and/or disability requirement stated above, the individual applicant must meet the income limits set annually by the federal Department of Housing and Urban Development ("HUD") concerning eligibility for HUD-assisted housing programs, Section 8.
 - (7) Individuals must apply in person for the lifeline utility water rate at Customer Service, Tax and Revenue Division, Department of Administration. The application must be notarized, have attached copies of Social Security Administration or Veteran's Administration documented-disabilities, financial documents for HUD eligibility, and a copy of driver's licenses or birth certificate.
 - (8) Determination of eligibility and renewal shall be made by the director of administration, or his/her designee.
 - (9) The application is valid for one (1) calendar year beginning January 1 and ending December 31. All applications are required to be renewed annually and in person prior to January 1st of next year. All lifeline rate applications not renewed by January 15th of the application year will be terminated and revert back to the normal utility water rate.
 - (10) Any account holder that is delinquent or has caused the city to write off debts owed by the account holder is not eligible for the lifeline utility water rate.
 - (11) Any account that becomes delinquent for more than sixty (60) days will be ruled ineligible for the lifeline utility water rate for the rest of the current year.
 - (12) Any abuse or fraud of the lifeline utility water rate will be considered theft of city services and may be prosecuted accordingly.
- (d) Annual report and implementation of new rates.
 - (1) An annual report must be submitted by the Mayor, or his designee, to the City Council no later than December 31 of each year, containing the following information:
 - i. A statement of the financial condition of the water system, including its assets and liabilities, and any debt obligations or covenants secured by the water system or its operations; and

- ii. The proposed water rate to be implemented, including a certification of the necessity of any proposed increase; and
- (2) Any proposed rate increase shall not exceed 4% of the prior year's rate unless justified by exceptional circumstances or otherwise required by law or ordinance.
- (3) The City Council shall finally vote on the proposed rate within thirty (30) days after receiving the report, and if Council fails to do so, the proposed rate shall be approved and become effective.

This Ordinance was introduced on September, 2024.
Notice published on September, 2024.
This Ordinance having been submitted in writing, introduced, and published, was then submitted to a vote as a whole, the vote thereon being as follows:
AYES:
NAYS:
ABSENT:
And the Ordinance was declared ADOPTED on September, 2024.
CHAIRPERSON
CITY CLERK
MAYOR'S APPROVAL

MAYOR'S VETO