

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 22, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 8, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
None.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution confirming the appointment of Thelma J. Stevenson to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

(b) Adopt Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for Peter Jones: Contemporary Realist Retrospective at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(c) Adopt Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation for (the Masur Museum Holiday Party) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(d) Adopt Resolution granting an exception to the Open Container Ordinance to the City of Monroe & Friends of Monroe Main Street for a community event (Historic Haunts) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(e) Adopt Resolution granting an exception to the Open Container Ordinance to the Downtown Monroe Arts Alliance for a (Downtown Art Gallery Crawl) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

(f) Adopt a Resolution confirming the appointment of Louis Tolliver as Public Works Director and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider an Application by DG Louisiana, LLC dba Popshelf Store#30251, 4219 Pecanland Mall Dr., Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution accepting the RFQ Response of ELOS Environmental LLC to provide lead-based paint inspections, soil sampling, risk assessments, and dust clearance samples and further providing with respect thereto.

(b) Adopt a Resolution approving Change Order No. One (1) for the 3004 Gordon Avenue Project and further providing with respect thereto.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to retain Hudson, Potts & Bernstein, LLP for legal services and further providing with respect thereto.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement with the Ouachita African American Historical Society (Northeast Louisiana Delta African American Heritage Museum) and further providing with respect thereto.

(b) Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement with Red, White and Blue Airshow Inc., and further providing with respect thereto.

(c) Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement with Friends of Chennault Aviation and Military Museum and further providing with respect thereto.

(d) Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement with the University of Louisiana Monroe and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to apply for fy 2025 Section 5339 Funds for buses and bus facilities 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 approving Change Order No. One (1) for the La 15 (Winnsboro Road) Streetscaping Project and further providing with respect thereto.

(b) Adopt a Resolution approving Change Order No. One (1) for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance repealing Ordinance No, 12,192, re-approving an Administrative Reorganization, and further providing with respect thereto.

(b) Introduce an Ordinance amending Section 36-20 (Tap Fees) of the City of Monroe Code and further providing with respect thereto.

(c) Introduce an Ordinance amending Sections 24-7 (Penalties) and 24-8 (Costs) of the City of Monroe Code and further providing with respect thereto.

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

Open Public Hearing/Public Comment/Close Hearing:

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

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
October 8, 2024
6:00p.m.

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

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

There was absent: None

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

The Invocation was led by City Engineer Morgan McCallister.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1) Mr. Harvey thanked everyone that came out to the Community Meeting last week concerning the potential lane change on North 6th. He said they have a little more data to gather, and he appreciated Mr. McCallister and Mrs. Kelsea McCrary for giving feedback. He noted they need to keep having those conversations before the final changes and they can always reach out to him if they don't want to do it on Facebook or come to one of the meetings.

(2) Mrs. Ezernack said good evening to everyone, and she thanked them for being at the City Council meeting. She stated last Thursday she participated in the graduation for the Senior Police Academy at the Ouachita Council on Aging. She said the people that received their certificate were excited and appreciative of the police and how much they learned. She said anyone who has a chance to participate keep a look out for more information for the next class. She thanked Monroe Police, and she said it is a wonderful program and hopefully they will be able to continue throughout 2025. On another note, she said she was watching the weather to get an update on the looming storm in Florida and she said it looks like this will rival some of the worst storms that we have ever had at this particular juncture in time. She said to keep them in your prayers and the storm surge is supposed to be higher than it was with Helene. She said they hope and pray everyone will be safe during that time. She said hopefully this will be one of the last storms that come through anywhere in the United States during 2024.

(3) Mr. McFarland thanked everyone that celebrated with Greater Free Gift Baptist Church this past weekend for the 93rd Church Anniversary. He thanked Mr. Tommy James for taking time out of his busy schedule to ride around with him throughout his district as he began to identify eyesores and for his immediate response to those sore spots in the community. He said today they had some dumping on Orange Street, and he thanked the Council Clerk for making sure Mr. James got the message. Lastly, he said concerning those in the pathway of the storm let us continue to pray with them and for them that God will be merciful and keep them from every hurt, harm, or danger.

(4) Mr. Muhammad announced a press conference on Thursday to reveal the unveiling of the book box. He yielded his time to Mr. Robert Jordan and his wife Mrs. Samantha Jordan to talk about the book boxes.

Mr. Jordan said the law that passed July 4th, basically states that if a third grader isn't reading on the third grade level they will not advance to the next grade. He said most of these kids were covid babies and were being home schooled. He said most of the time this will affect low income or black and brown neighborhoods. He said they talked to some Council members to say what can they do to be proactive instead of reactive, and they decided to build book boxes. He said they will put these at all the schools that they can get one in, and the books are free to the children. He thanked Mr. Muhammad for sponsoring the first box, they have three going to Ms. Woods's district, and a box going to Representative Pat Moore's house. He noted they take ten kids every Saturday at Joe's automotive that build these boxes with their assistance. He stated the cost is \$670 per box including feeding the children breakfast, lunch, and a snack. He said the books are being donated and they are asking for sponsors to help cover the cost for material and feed the children.

On another note, Mr. Muhammad said the dumping Mr. McFarland mention he also got call about that and he is glad they were able to catch the corporate. He said the dumpster he had at South 2nd and Winnsboro Road accumulated 5 and half tons of debris. He said with hurricane Milton he

understands this will be the first direct hit since 1921 and it is putting them in the mind of Katrina. He said continue to pray for Tampa, FL and that area. He yielded his time to Dr. Melissa Tony to briefly tell the public about what is happening Saturday.

Dr. Melissa Tony, Founder of Serving With A Purpose, said she is here with residents of Burg Jones Plaza. She said May of this year they incepted a collaborative program with the Housing Authority, the City of Monroe, Nova, and a lot of other partners to provide individuals in our program with mental health, career readiness, financial literacy, and life skills. She said they went through a very rigorous five month program and they are graduating this Saturday. She said they are really excited and grateful for the support that has been provided in helping them be successful. She said eight families out of the twelve will be going to Disneyworld in December. She recognized Mr. James Miles who has been a huge person in the success of the individuals in this program.

Lastly, Mr. Muhammad gave a shout out to Wossman High School Homecoming week, and He said they are praying for a safe and prosperous Homecoming. He said he is an alumnus of Wossman, and he is very excited. He noted he is still a little disappointed that the fair didn't come to Monroe, and he would hope the administration would court another fair to give the young people something to do. He noted the bottom line is the children need an outlet and they look forward to this fair during football season this time of year.

Chief Jimmie Bryant, Chief Operating Officer, sitting in for Mayor Friday Ellis, stated to pray for the Region 8 USAR team (Urban Search and Rescue) made up of Monroe, West Monroe, Ouachita, and Ruston. He said fire fighters have been deployed to that region to help engage and perform rescue efforts. He said please pray for their safety and safe return to their families.

Ms. Woods stated to definitely keep in mind those out on the front line putting their lives on the line to help someone else. She welcomed and thanked everyone for coming to the meeting. She said they could have been so many other places, and they are going to try to move this as quickly as they can. She recognized Mrs. Wossman for 2024-2025 Ms. Rayvon Alexandar and the Football Sweetheart Ms. Alexis Craft. She said if you know these young ladies and their families give them some congratulations. On another note, she stated she has an ongoing Chat & Chew on Wednesday October 16th and they are always 10 a.m. until noon at the Powell Street Community Center. She said they always have a guest speaker and to just stop by to get updated on what is going on. She said she has been getting a lot a flack regarding the lights at Renwick Street and she thanked Mr. McCallister and Chief Bryant for listening to her. She said if anyone is asking what is going on with the lighting it is being addressed and if it is a light bulb issue it will be fixed on tomorrow. She said if there is an electrical challenge it will take a little while longer, but they have assured her, and she is assuring the community that it will get done. She said because the one thing they do not want to see is anything happen to anyone who's trying to cross there. She said she has also talked to Mr. McCallister about the lights on the overhead crosswalk and they are going to look at that and she knows because it's still dark up there people are afraid to go cross. She said they are working on it and to please be patient with them. Lastly, she said the anniversary at Bishops' church was an amazing celebration not to mention they had the best food in the world. She recognized Ms. Bethany Corona, Assistant Extension Agent Ouachita Parish.

Upon motion of Mr. Harvey and seconded by Mrs. Ezernack, and the minutes of the Legal and Regular session of September 24, 2024, were unanimously approved. (There were no public comments.)

Proposed Condemnations:

The following condemnations were considered:

(1.) 1910 South Grand (D4) – OWNER: Edward and Mary Cheek. Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. Tommy James, Code Enforcement Officer, stated this is a dilapidated structure that burnt January of this year. They are asking that the property be condemned giving the owner 30 days.

Mr. McFarland said this property is in his district and looks like it is unrepaired, and he moved for condemnation.

Mr. James wanted confirmation for 30 days.

Mr. McFarland stated if this home could be savaged, or if it need to be torn down.

Mr. Brandon Creekbaum, City Attorney, noted the 30 days is to allow them time to demolish the property themselves.

(2.) 210 Magnolia St. (D3) – Owner: Jena McCatry & Jacquinn Henry; Mack & Lizzie White c/o Ethel Tony. Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. McFarland and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James said this is also a dilapidated structure and the rear is open. They are asking that the property be condemned giving the owner 30 days.

Ms. Woods wanted to know if they have done all the necessary paperwork.

Mr. James said yes, there has been no contact.

Ms. Woods motion to condemn the property giving the owner 30 days to demolish and rid the property of all obnoxious growth and debris.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8815 appointing Dr. Pamela H. Saulsberry to the Monroe Planning Commission and further providing with respect thereto.

Ms. Woods thanked Dr. Saulsberry for accepting this appointment to serve on the Monroe Planning Commission. She said they are trying to get to a point that they can start having regularly scheduled meetings to take care of the business of Monroe.

Dr. Pamela H. Saulsberry, 117 Vegas Drive, stated she plans to do the best she can with the expertise she has for the entire City of Monroe in this position.

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved Resolution No. 8816 re-appointing Charles Scott to the Monroe Planning Commission and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack thanked Mr. Scott for extending his appointment and she said he has been a valuable asset on the Planning Commission. She said she is happy he agreed to continue to serve.

(c) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8817 granting an exception to the Open Container Ordinance to the Monroe Symphony Orchestra for a Fundraiser pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Before moving to the next agenda item, Ms. Woods stated the Council is in a peculiar situation because they have an appointment that needs a confirmation from the Council. She said according to the charter there is a time frame that has to be satisfied in order for the Council to address this. She said the Mayor has submitted an applicant for the Public Works Director position. For the record, she said she received this request from the Mayor on the 23rd of September and the Council had a meeting on the 24th and according to the charter there are two regular scheduled meetings for the Council to act upon this. She said the 24th was one meeting and she doesn't know if they are counting that and today October 8th would be the second meeting. She said if they don't move on it the person automatically gets confirmed for this position without any type of confirmation whatsoever from the Council. She said she has a Resolution that she is not comfortable with it at all because she doesn't know, and they have not had time to vet, but she also think a person doesn't need to be confirm that they don't know. She noted she has a request to add this on and the Council

is moving on something she received at ninth hour. She further noted they weren't sure what or how they should handle this, and she is sure Mr. Louis Tolliver is not present to speak one way or the other. She said she doesn't want to get caught up in the rules or the semantics of or not. She entertained a motion to add on and she said please know the Council have to have a unanimous vote to add it on the agenda.

Mr. Harvey wanted to know the steps if it doesn't make it to the agenda tonight. He said can the Council put it on the agenda and table it and what are the array of options.

Mr. Brandon Creekbaum, City Attorney, noted the charter says the Council shall act on the matter of confirmation no later than the second regular meeting held after receipt of the appointment from the Mayor. He said the overall purposes of section 7:10 appears to be that Council is given two meetings to consider the appointment. He said what is the effect of submitting a nomination right before a meeting and in this case the Mayor did it a day before the meeting. He said he could not find any on point decisions. He said with other charters where this issue has come up they actually specify a date. He said there are not any other charters that he could find that dealt with what constitutes receipt in advance of a regular meeting sufficient to trigger this obligation to consider it. He said the charter provision itself does not speak to receipt or ability to place it on the agenda or the ability to functionally consider it within two regular meetings held after a receipt. He said in its most literal form, this is the second regular meeting held after receipt of the nomination. He said out of the abundance of caution the Council can proceed based on that and the hyperliterally reading of it any failure to act on the matter of confirmation would be deemed to have been automatic confirmation. He said if later some higher authority than him take into account practical consideration that this was submitted after an agenda deadline then maybe the outcome is different. He said it is the will of Council as a body as to how they want to proceed at this point.

Mr. Harvey wanted to know if the introduction and subsequent tabling trigger anything the way Mr. Creekbaum interpreted it and if the Council put this item on the agenda can they elect to table it.

Mr. Creekbaum said yes, the Council is not acting, and the act is the approval or disapproval of the confirmation.

Mr. Muhammad said if the Chair is getting a nomination at the deadline of the second meeting he doesn't like it. He said the Council need to do it correctly and he was under the impression they were putting it on the agenda at the end of this month.

During discussion of an add-on item Mr. McFarland raised a point of order. He stated Mr. Creekbaum has to help the Council stay in order and items aren't supposed to be discussed until after a motion and a second has been made. He said the Council put the cart before the horse with how the Council is conducting business tonight. He said he holds Mr. Creekbaum accountable for that and he should be directing and telling the board.

ADD-ON: Upon motion of Mrs. Ezernack, seconded by Mr. Muhammad and unanimously approved to add on item (d) a Resolution confirming the appointment of Louis Tolliver as Public Works Director and further providing with respect thereto.

Mrs. Ezernack wanted clarification that the act would be up or down.

During discussion of agenda item Mr. Muhammad raised a point of order and he stated there is a motion on the floor and the Council is discussing it.

Mr. Creekbaum said the proper course would be to ask for public comment before the Council questions.

Ms. Elizabeth Sharp, 413 Isabel, said if this Resolution came to the Council before September 23rd why is it not on today's agenda and why it is just being passed out before the meeting. She said it seems to her this is not the second meeting, and it seems the next meeting has to be the second meeting and it has to be on the agenda.

Mrs. Ezernack wanted to know if the Council agrees to the add-on then the Council decides if they are going to vote it up or down would the act be tabling it until the next meeting.

Mr. Creekbaum stated he thinks in the general colloquial sense a tabling is not acting. He said it's not taking any action, and it is deferring consideration to a future date. He said based on general common sense of understanding what the word act mean would be the up or down vote otherwise the Council could delay a matter of confirmation for months or years by continually deferring consideration to a future date. He said that is why deadlines are specified in the charter to have final action.

Ms. Woods stated for the record there are understood rules and regulations as to when materials are due in order to be on the Council's agenda. She said anything that's up for consideration for the Council's agenda is due by 3 o'clock on the Wednesday before the Tuesday of the Council meeting. She said the agenda was printed, the agenda was out, and then the council got the information on the 23rd which was the day before the Council meeting. She noted in all reality the information meets the deadline to be on the September 24th agenda. She said she was thinking since the Council missed that deadline then they would talk about it, and the Council have hearing scheduled for the 10th which is Thursday at noon to talk to this individual who has been submitted for this position. She further noted the final vote would have appeared on the agenda as a regular item on October 22nd. She said when she talked to Mr. Creekbaum he said they can't decide which is the first and second meeting. She said if they have an error and don't address it on the eighth then this person automatically goes in if the issue was pushed by default.

Mr. Muhammad said if they wanted on the agenda for tonight why it wasn't submitted with other items.

Mr. Creekbaum noted this is not an agenda item request by the administration. He said this is a letter submitted by the Mayor notifying the Council of an appointment and the duty is upon the Council to act. He said matter of fact the Council never has to put it on the agenda.

Mr. McFarland said let's not get it twisted with certain words and the words that Mr. Creekbaum said that the Council don't have to put it on the agenda. He said if the Council fails to put it on the agenda then the individual is automatically confirmed. He said let's not say certain things were the citizens of Monroe think the Mayor can write a letter and the Council don't have to do anything. He said the Council need to do something and that is what people elected them to do. He said to be very careful with words and how they know others will interpret what Mr. Creekbaum just said.

Mr. Creekbaum stated that was not the implication that he was desiring to give, and the charter says the Council shall act on the matter of confirmation within two meetings after a receipt or confirmation is deemed to have been given.

Mr. McFarland said any time you see the word shall that it must happen.

Mr. Harvey stated in his quick perusal the Council is not going to get a legal opinion on what act should look like but if they put in on the agenda tabling is something that can be interpreted as an act. He said ultimately they all have to vote on it and an have majority vote. He said if they are able to table something once it reaches the agenda then the Council can talk about an Attorney General's opinion and intent. He said in his opinion tabling is an act because it does require majority vote.

Mr. Creekbaum said it takes a unanimous vote.

Ms. Woods stated one nay would prevent this from going on the agenda. She said if it doesn't go on the agenda then the Council can't act on it.

Mr. Harvey stated he thinks the Council should add it to the agenda then table it and he think that is the closest thing they will get to a resolution tonight. He said if somebody want to challenge subsequent things the Council can go through their process, have the hearing, and if they end up where people aren't happy then it goes to lawyers, but he thinks that is the next best option for what the Council have in front of them.

Mr. Creekbaum said the general sense they would consider an act to be the Council taking some type of action in the form of yes or no on the confirmation. He said Mr. Harvey is correct and that particular point he did not research today.

Mr. McFarland said the Council have to digest what the Attorney is saying, and he is asking the Council to be a quick thinker on this matter.

Mr. Creekbaum said if the Council want some additional time to consider it they could Pass it over.

Mr. McFarland stated he doesn't want the Council to be in a trick bag and he knows he is not going to fall for the okie dok. He said he is listening well, and he is hanging on to every word that the attorney is saying. He said he too know what the charter states and he is saying to the Council to listen well. He said some people play with words, but he interprets words.

(Vote to addon: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, and Mr. Muhammad.)

Mr. McFarland called for a recess to confer with the City Attorney.

(The Chairman called for a five minute recess at 6:55pm.)

(The Chairman called the meeting back to order at 7:00pm.)

Upon motion of Mr. Harvey, seconded by Ms. Ezernack and approved to Passover a Resolution confirming the appointment of Louis Tolliver as Public Works Director and further providing with respect thereto until the next regular scheduled City Council Meeting on October 22, 2024. (There were no public comments.) (Ms. Woods nay) (Mr. McFarland recused himself due to the conversation he had with legal counsel.)

Mr. Harvey motion to table this item.

Mr. Muhammad wanted to know why the Council is tabling this item.

Mr. Harvey said everything they just discussed before, and he still feels that is the right thing to do.

Ms. Woods for the record if the Council table this item and it is brought, discussed, and debated that this was actually the second Tuesday what are the repercussions.

Mr. Creekbaum said now it is on the agenda and some things have been done to advance this towards whatever the definition of an act may be. He said at the very least this matter is under consideration by the Council and there is a motion on the table. He stated the Council has taken some steps toward considering this matter if it comes down to what the functional meaning of tabling is, and tabling is just an act of postponing it for later consideration. He said it is not a confirmation or denial and it is an action the Council is taking a vote on the matter. He said is it the type of action the charter conducts? He noted the charter does not define it, it doesn't say act by confirming or denying, it doesn't say act by what is postponing, or tabling it just says the Council shall act on a matter of confirmation. He said for example, if this is the second meeting or not there are good arguments for and against it. He said there are dictionary definitions of what does an act mean, what does the structure of this mean with the confines of the charter, and what is the deliberative act that is being taken. He further noted those are all undefined terms in this charter that are left subject to some interpretation. He said they are dealing with a lot of implication, and it is the will of the Council how they choose to proceed. He stated to Ms. Woods original question if that is not considered an official order, if one day this were in court for some reason and a judge has to make a decision as to whether or not that is an act, and the judge finds this is not an act then confirmation would have been deemed to have been given because Council did not act. He said there are two things that have to be true for confirmation to have been deemed given. He said this has to be the second meeting and the tabling has to not be an official act. He further stated there are a lot of moving parts surrounding all of that and this particular question what constitutes an act is not something that they have talked about, or he spent researching this afternoon. He said he is relying on general knowledge structure of the charter itself and giving his best guess without reading anything on that particular issue.

Mr. Muhammad wanted to know what happens if this motion fails.

Mr. Creekbaum said if this motion fails the issue is still under consideration by the Council and some other motion would have to be made.

Mrs. Ezernack said the Council had a meeting planned and some had planned to call the candidate themselves to speak to them. She wanted to know if this is to be tabled and doesn't pass then would the administration start over from scratch.

Mr. Creekbaum said Council passed a Resolution earlier this year with provisions if someone can be renominated or not. He said he would have to consider that resolution to say what the efforts are and a motion to table fails then another motion is in order. He said there are infinite possibilities of motions that could be made, and the nomination only fails if there is a denial of confirmation. He said if all other avenues have been exhausted the Council's role is to go head and consider this and there is a denial of that confirmation he would have to look at the Resolution that was just passed.

Mr. Harvey stated that Resolution specifically says that person cannot be renominated if they failed.

Mrs. Ezernack wanted to know if there is a date for it to be tabled too.

Mr. Harvey noted he would table to the next regular scheduled meeting.

During discussion of the agenda item Mr. McFarland raised a point of order, he said according to Robert Rules of Order when you table any matter in a meeting it must be taken up before the conclusion of that meeting.

Mr. Harvey made a substitute motion to Passover to the next regular scheduled meeting seconded by Mrs. Ezernack.

Ms. Woods invited everyone to a Public Hearing to have a conversation with Mr. Tolliver on Thursday, October 10, 2024, in the Council Chambers at noon.

Department of Administration:

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey vote failed to consider an Application by Family Dollar #21262 dba Family Dollar Stores of Louisiana, LLC, 3038 DeSiard St., Monroe, LA 71201 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (Ms. Woods, Mr. McFarland, & Mr. Muhammad Nay)

Mr. Muhammad stated a while back before he came on the Council the community didn't want the liquor in dollar stores and he wanted to know if that meant all of them. He said the Council have to get a grip on the liquor and everybody is selling it now.

Mr. Creekbaum stated the Dollar General applied for a liquor license and this is Family Dollar. He said that particular one was proposing end caps with wine and some other displays and at that time some constituents spoke against it.

Ms. Woods wanted to know if the City have any information on how they will display it and if this will be beer and wine or alcohol.

Mr. Creekbaum said he is not familiar with display, and he doesn't think the application require a description.

Mr. Muhammad wanted to know what is Class B & A.

Mr. Harvey said they can sale liquor inside convenient stores and A is for restaurants.

Mr. Creekbaum stated this is off premise only.

(b) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack vote failed to consider an Application by Family Dollar #23003 dba Family Dollar Stores of Louisiana, LLC, 7916 DeSiard St., Monroe LA 71201 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad nay.)

Mr. Harvey said whenever they had the first vote, and he was upfront about if the Council want to change the rules they should put that in writing for businesses, and everybody to understand. He said it's easy when it's a corporate entity and it's not somebody they know trying ultimately do business in the City. He said if that is going to be the case the Council should define the density or

whatever the rule maybe; otherwise, it feels like they are picking and choosing. He noted the rules are certificate of occupancy, clear sale tax, and distance relative to other entities which every group on this list has satisfied.

Mrs. Ezernack wanted to know before they come to the Council for the local license have they already gone through the State process or does the Council part come first.

Mr. Creekbaum said that changes over time.

Ms. Woods stated the family dollars stores are always in the underserved communities and always ones that are praying on the less fortunate. She said she think we have so many and that is her opinion about it and her conviction when she votes on these matters.

Mrs. Ezernack asked Mr. Creekbaum to research for the Council when they are not approving them for one reason or another. She wanted to know if the Council need to look at their internal process for approval at this particular time. She wanted to know if the Council gets in trouble or sued, and she stated one is next to Brookshire's, and they probably have alcohol there and how the Council fair in that regard.

Mr. Muhammad said it seems dollar stores build the stores without the alcohol first then they ask for a liquor license. He said he is concerned with children going in there and he think they can buy alcohol other places other than a dollar store. He stated he can't support it.

Ms. La'Trice Mays, 2603 Sunnyside Drive, said the Family Dollar Stores have been around for a very long time and there is enough alcohol in the stores and on that side of town. She said the question is why an alcohol license for these stores where parents feel safe to go buy diapers and groceries. She said some parents are sending their children to the store so now they have to deal with possible loitering. She said maybe more health foods in the store, and they are trying to build the communities and neighborhoods up to have nice stores in walking distance.

Mr. Joshua Wilhite, 135 Dodie Lane, Youth Pastor, said as a youth pastor he is pleading and saying that this is not needed, and they are trying to reduce that activity among the young people. He said he thinks Family Dollar needs to stay family.

Bishop Thomas, 119 Birchwood Drive, said with the last administration he dealt with this, and he is trying to make a change in the neighborhood. He said he understands the convenience of taxes, but it is an inconvenience to black people. He said they are not just people that want strip clubs and alcohol. He said they want things coming to them just like the Northside and they have to speak against this. He said he is a pastor he has to deal with these people, and they can't come to the store because of people hanging around. He said this is the reason he came tonight because he is trying to make a change in Monroe on the Southside. He said he has been doing this for over thirty years trying to make a difference on the Southside but every time they try to make a difference the Council is kicking them right back in the butt again. He stated they are trying to let young men know there is more to life than alcohol and drugs and they have to stand up for their neighborhood and at the end of the day they have to go back to the Southside.

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

Ms. Woods wanted to know what type of food they will sale.

Ms. Lisa Hollyfield, 602 Loop Road, said there will be small plate sharable world menu, and they would like to have wine and drinks. She said they have a whole zero proof and non-alcoholic line, and they have brunch restaurant in the same shopping center and when it turns off they would like to open a world menu.

(d) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved consider an Application by Jaswinder Singh Ghotra dba Smokers Express #1, 3405 DeSiard St. Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no

disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared) (There were no public comments.)

Mr. Muhammad wanted to know what is going on here because this store is already open.

Mr. Tim Lewis, Tax Director, said this is going from one owner to another.

Department of Public Works:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8818 approving the Monroe Regional Airport's Five – Year Airport Capital Improvement Plan, authorizing the City to apply for financial assistance, and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad wanted to know what kind of financial assistance.

Mr. Charles Butcher, Airport Director, said it's a FA and State DOTD assistance and it's a year to year to plan. He said it is kind of a road map for the next five years but every year they have to bring it back for the Council's approval.

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Muhammad and unanimously approved Resolution No. 8819 accepting the RFP response of Utiliserve, LLC, to provide Water Valve Maintenance Program Services and further providing with respect thereto. (There were no public comments.)

Mrs. Stacy Rowell, Director of Administration, noted it was brought to their attention there was a memo that was dated for today basically referencing the meeting date. She said it was signed by Mr. Kelly who as of Sunday moved on to greener pastures and they decided to clarify with a memo for a meeting date October 8th.

Mr. McFarland said if he is going to write a letter he is not going to reference something in the future he would reference that particular day. He said evidently Mrs. Rowell knew the Council would catch it that is why she was very quick to give an answer before they began to question this.

Mrs. Rowell noted Mr. Muhammad brought it to their attention.

Mr. McFarland said it caught their eye that there is a date, and this gentleman is no longer with the City of Monroe. He said it's problematic for him because it is deceiving, and a memo should be signed and dated on the date it was signed. He stated what has been going on and what others have overlooked in the past is the past. He said since she knows their feelings and concerns they pray this will not happen again because it is problematic and if it's problematic to one it may be problematic to the majority of this Council. He said it could effort the approval of line items when the Council see things that may be a little deceiving to the Council. He cautioned them to be careful with dates that are placed on memo and given to this Council because they review it differently.

(c) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8820 accepting the RFP response of Revere Control Systems, Inc., to provide SCADA System Upgrade Services for the Water Pollution Control Center and Pump Stations and further providing with respect thereto. (There were no public comments.)

Police Department:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8821 accepting a Louisiana Highway Safety Commission fy 2025 Traffic Safety Enforcement Grant (\$54,000.00) and further providing with respect thereto. (There were no public comments.)

Chief Victor Zordan, Chief of Police, stated that this pays the overtime for officers, and they will do detail for distracted drivers, occupants safety, and impaired driving outside of their normal duties.

Mr. McFarland wanted to know if this is money they can get every year.

Chief Zordan said it is recurring and he think the amount might change a little bit every year.

(b) Upon motion of Mr. Ezernack, seconded by Mr. McFarland and unanimously approved Resolution No. 8822 authorizing the City of Monroe to enter into an Interlocal Agreement with the Ouachita Parish Sheriff's Office to apply for and accept Justice Assistance Grant (JAG)

Program Funds (\$69,605.50) and further providing with respect thereto. (There were no public comments.)

Chief Zordan said this money pays for a downloading software when evidence of a crime is stored on a cell phone. He said it also goes to purchase digital tickets to wrote tickets with it. He said they are \$212 a month and he think they have 12 of them to pay for the equipment, downloading software, and the paper that comes out of them.

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8823 accepting as substantially complete work done by the Lemoine Company for the WPCC-UV Disinfection System Project and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8824 approving authorizing Mayor Friday Ellis to execute Amendment No. 1 to the Cooperative Endeavor Agreement between the City of Monroe and the State of Louisiana Office of Facility Planning and Control (FP&C) for the Georgia Street Pump Station, including Generator & Auxiliary Project, and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad wanted to know if they are expanding.

Mr. Morgan McCallister, City Engineer, stated the original CEA with the Office of Community Facility Planning in control disperses the federal and State funds. He said the expiration of that existing agreement is the end of this month and they have seen a delay with the Georgia Street pump station moving forward to construction. He said with the original timeframe the City should be halfway done with that project by now. He said he is not going bad mouth FEMA, however, there's a delay with FEMA right now. He said they are not dispersing any funds for non-emergency projects and so once they move into their next fiscal year at the end of this month this is one of the projects that's at the top of the priority list to be released for advertising and then construction. He said he would request if FEMA continues to hold this project up the City repackage this for the City to move forward as a city without FEMA. He noted there is a number of funding sources and there are actually five funding sources for this project and FEMA continues to be the delay. He said to loop back around to answer the question it is extending until 27 and that's amending page seven of the existing agreement. He said that encompasses any further delay in FEMA and construction and wrap up of the project.

Mr. Muhammad noted Georgia Street has been dragging and dragging on for several Council's and Administrations. He said this is serious and it effects the whole city but it's affecting mostly South Monroe. He thinks the City need to get a little bit more aggressive and find some other funding.

Mr. McCallister noted he wanted to give credit to Representative Pat Moore who's been instrumental in continuing to push this project. He said she is well aware of it and the City have champions such as her behind the Administration moving this project forward.

Mr. Muhammad noted they need more than Rep. Pat Moore and they need both side of town legislators.

Mr. McCallister said they have support letters from all representatives and senators that serve the City of Monroe in support of this project. He said once he hears back from the facility planning control and if the City could repackage this move forward without FEMA if they continue to drag their feet that is what he would like to propose.

Ms. Woods wanted to know how long would it take to get a word back from them.

Mr. McCallister said that he can't tell but he doesn't want those comments to change the Council potential vote on this because the City can't repackage this deal without FEMA. He said right now they still have the funding ability to move forward. He said for a lack of better terms if the Council vote this down it expires at the end of this month.

(c) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to consider the reversal as stated below of the Appeal of Denial of Request for a Minor Conditional

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

Per stipulations of Mrs. Ezernack motion that the Council reverse the denial of 4 Dudes Investment's LLC's application for a minor conditional use permit and approve the minor conditional use permit with the condition that the property owner shall implement drainage control measures compliant with applicable law to minimize adverse impacts on adjacent properties and to protect the health, safety, and welfare of the community. She said that they pass all of the approval processes that the City has such as site plan, building permits, and the light.

Mr. Muhammad said he was going to make a motion to send this back to Planning and Zoning.

Mrs. Ezernack said she thinks they went through the process, and they were turned down. She said she went to that particular meeting and there were some people that live diagonally across from them that had some flooding concerns. She said from what she is understanding 4 Dudes Investment LLC has already submitted their drainage impact statement to be reviewed by engineering. She said they still don't have their site plan or building plans reviewed yet, but she spoke to the people who had the concern today to let them know what she was planning to do this evening. They were fine with that. She said she talked to Mr. McCallister about another issues that their engineer is going to take care of and they felt comfortable in that regard.

Mr. Brain McGuire, 3516 Pilgrim Circle, stated they went before the Council to show their plan and there were some concerns about the drainage that would happen to the neighboring area, and they were denied. He said they hired an engineer, and they provided all the information with the drainage impact statement way before it should be done. He said they went ahead out of the concern of the people there to provide and show that they are going to handle their water. He said they are just going by the steps of the City, and they have the site development to present to Mr. Morgan. He noted they will provide that they are handling their water and moving it away from the property. He further noted he spent 10 grand on a drainage impact that he could get denied or not denied.

Mr. Muhammad said he was reading the appeal letter, and it is saying the decision by the commission was based on water issues and not on the minor conditional use permit that was requested for their meeting. He stated now they have hired an engineer to begin the DIS for the site to provide this information to the City Engineer therefore they haven't completed it according to this letter. He further stated he would like for them to go back to the Planning Commission and present this to them to give them a passing grade so it can come back to the Council.

Mr. Creekbaum stated the only reason a minor conditional use is here is because it was denied.

Mr. Muhammad said they have hired an engineer, and they didn't have one before they went before the Commission. He said he would like to make a motion to go back and present it to the Commission.

Mr. Creekbaum stated to clarify a point of procedure the minor conditional use permits this Council never sees the Planning Commission is the final stop for 99.9% of minor conditional use permits.

Mr. Ezernack stated if the Council did that it would impede their process, and time is money for them, they are ready to get going, and they have invested the \$10, 000 so far and she is sure they are drawing plans. She further stated she feels comfortable and spoke with the people who had concerns, and Mr. McCallister now need to what he does to issue those permits.

Mr. Muhammad said the decision by the Commission was based on water issues.

Mr. McGuire stated that it was not their call, and their call was a minor condition to accept or not. He said once you do a minor exception they approve it then it moves to site development and engineering. He said buildings have to issue a drainage impact statement and they provide where the water is going to be collected and what they need to do with it. He further stated Mr. Morgan decides what they can do or not, they hire an engineer present it to him and that is where they are.

Mr. Muhammad wanted to know if there were any citizens at the Planning Commission meeting.

Mrs. Ezernack said yes, those are the citizens she is referring to.

Mr. Muhammad wanted to know if they were concerned about the flooding.

Mrs. Ezernack noted they were comfortable with what she just stated, and she spoke to them today.

Mr. Muhammad said they are comfortable with being flooded out.

Mr. McGuire stated they are not flooding anyone out and they are handling the water that their property is going to take care of.

Mr. Muhammad stated he didn't want Mr. McGuire to react to what he said to Mrs. Ezernack. He said the question he was asking the Councilwoman is if the residents are okay with the possibility of flooding then he is okay with it.

Mr. McCallister said he understands the concerns at that meeting because the area there is a low spot particularly at one address at the roadway. He said there is old infrastructure adjacent to this property and a catch basin that presents a sag low point in the system. He noted that this area had issues in the past in regard to flooded roadways. He said as a City Engineer according to the code he looks at the drainage impact statement and could either mandate that drainage impact statement is submitted or waive it based on prior use.

Mr. Muhammad wanted to know if Mr. McCallister have their impact statement and when did he get it.

Mr. McCallister said yes sir and he had it for a number of days after the Planning Commission meeting. He said to the applicant's point they heard the Planning Commission's concern, and they took it upon themselves to get the DIS done. He noted the Planning Commission would normally approve a conditional use permit and then they have to submit a full plan package that consist of site and building plan review to the Engineering department, and all departments review it as well.. He said they understand this is an area that dealt with flood issues, and he had Atakapa go out to generate a map for them to do the cleaning. He said they know the citywide drainage impact or cleaning project has given immediate results as they remove debris. He said their drainage impact statement showed a zero impact. He further noted he has not approved it because he wanted to see a site plan but that comes at a later date.

Mrs. Ezernack noted the City had the floods in 16 they had just finished a project that definitely gave relief to that area; however, it did not give relief to the roadway. She said the way those house are built you have to drive up and it is not flat with the street. She said it protects the houses because of that but not the street and the person who had the concerns experienced the street flooding. She said in years past she think they had home flooding. She stated it could be below is stopped up with roots, leaves, and debris that does not allow it to take full advantage of the Evangeline Street project that the City put together back before 2016.

Mr. McFarland stated Monroe Planning Commission voted 3-1-1 on this matter and he has heard from Mrs. Ezernack on this matter. He said everybody have to understand if the Council ask questions doesn't mean they are going deny it; they are just seeking information. He further stated everybody need to understand if majority three of the Council vote against it, it's a dead issue no matter how much you hoop, holler, stomp, and buck. He said it is best to be nice and just answer the questions because they all want the same thing and that is growth for the City of Monroe. He said they all want what is best and they all are going to work together.

Mr. Muhammad said he agrees with Bishop McFarland, and he apologized to Mr. McGuire. He said he didn't want to ruffle his feathers he just wanted to ask some questions.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Dontarius Thomas all rights, title, and interest that the City may have acquired to Lot 2, Sq. 1, J.W. Johnston's 2nd Addition, Ouachita Parish, 3102 Polk St. District 4, Monroe, La, by Adjudication at Tax Sale Dated July 16, 2002, and further providing with respect thereto. (There were no public comments.)

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

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

(a) Upon motion Mr. McFarland, seconded by Mr. Muhammad and approved Ordinance No. 12,244 repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (Mr. Harvey & Mrs. Ezernack Nay) (There were no public comments.)

Mr. Muhammad said he thinks there need to be some conversation and the Mayor is very busy maybe someone from his office would sit down with the Council to see if they could come to a resolution.

(b) Upon motion Mr. Muhammad, seconded by Mr. Mr. McFarland and approved Ordinance No. 12,245 authorizing the City of Monroe to enter into a Commercial Card Agreement and line of credit with Regions Bank and providing further with respect thereto. (There were no public comments.)

(c) Upon motion Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,246 approving an application by Monroe Athletic Club to rezone a certain property and amending the Zoning Map for the City of Monroe and further providing with respect thereto. (There were no public comments.)

(d) Upon motion Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,247 approving the Annexation of ±36.35-acres, extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto. (There were no public comments.)

(e) Upon motion Mr. Harvey, seconded by Mr. McFarland and unanimously approved Ordinance No. 12,248 approving an application by Alven Square, Angelique Connor and Martin Engineering Services to zone annexed property and amending the Zoning Map for the City of Monroe and further providing with respect thereto. (There were no public comments.)

The Chairman asked City Clerk to read into the minutes information regarding the last veto.

Ordinance Vetoed by the Mayor: Return of vetoed Ordinance (Ord. No. 12, 236)

Ms. Carolus S. Riley, Council Clerk, read the following into the Minutes:

Madam Chairwoman and Councilmembers:

The Mayor vetoed Ordinance No. 12,236 and returned it to the Council on September 25, 2024, at 9:51 a.m. The Mayor's veto, along with his veto message, was delivered to the Council on September 25, 2024, at 10:21 a.m. The veto and veto message for the Ordinance will be maintained in the Council records.

Citizen's Participation:

(1.) Bishop Thomas, 119 Birchwood Drive, said they have a ministry he has been doing over 35 years and they are reaching out to the community. He said he also deal with CDL license, and he drove trucks for 35 years and he want to give back to the community. He said he wanted to make sure the men with no education can go to truck driving school to take care of their family. He said on the 26th they are going out into the community to let them know they are there, they care about them, and they can do anything if they set their minds to it. He said he is going into the community, dealing with issue, dealing with people dealing with drugs and alcohol because he has been there, and the Lord delivered him off of it. He said he want to see black men on a job and as long as they are not working there will always be problems in the community.

(2) Mr. Jerry Gaston, 770 Richwood Road #2, stated last month he was contacted to do a suicide awareness show at Chennault Park and some City official hooked the electricity from 110 to 220 and blew up all his DJ equipment. He said Ms. Woods was there and they had a concert a week before Mr. Tyrone Dickson had a jump box and somehow the jump box was taken. He said he found out from Mr. Chris Kidd there are only four keys to the electric box out there all City officials. He said he had Bastrop Homecoming last weekend he couldn't do it and Wossman

Homecoming and ULM this weekend he can't do it because his equipment blew up. He said he is missing money because of something City officials did, and he doesn't feel he should have to replace his equipment.

Mr. McFarland wanted to know if Mr. Brandon Creekbaum, City Attorney, was aware of this.

Mr. Creekbaum stated he was made aware by Ms. Woods that there was incident at Chennault Park, and they are reviewing the matter to determine whether or not the City has any liability.

(3) Mr. Steve Creeks, 601 K Street, said he came to the Council a couple of months ago about the cones on 6th Street and he understood the Mayor to indicate the cones would be gone by August. He said it's October and the cones are still there and the biggest eyesore in the neighborhood are the cones that continue up and down 6th Street. He said a lot of them are frustrated with this situation and they want the cones gone. He said there are few of them that want 6th Street to be reopened permanently for vehicular traffic and it seems to him that the Mayor and small group of people are determined to close one lane of 6th Street to traffic. He said he is pleading with the Council to intervene, and he said pedestrians belong on sidewalks not on the streets.

Mr. Harvey said they had a public meeting, and they wanted to get some school data as far as the pickup and drop at Neville and JGS school building. He said he doesn't know the exact date the cones are coming down, but Ms. Kelsa is tallying the data up.

Ms. Woods wanted to know if Mr. Creeks was at the Public Meeting.

Mr. Creeks noted he was unable to because he had an out of town doctor appointment. He said his children went and he talked to his neighbor about it today. He said his impression of the meeting was they were telling the neighborhood what they are going do rather than soliciting input from the neighborhood.

Mr. McFarland noted that part of that area is his district, and he hasn't heard from any constituents on that side concerning this matter. He said if he knew of some in his district tell them to please reach out to him.

Mr. Creek said he wished he did, and he is on the other end close to Neville. He said he isn't sure how they feel about it on Mr. McFarland end, but they don't have to drive through it the way they do on the other end.

Mr. Harvey said he would hang around at the end of the meeting if Mr. Creeks would like to catch up.

(4) Ms. Gwendolyn Dickson, 100 Memorial, said she is here to show some appreciation and district 3, 4, and 5 have suffered the last 15 years and now they are moving in the right direction. She noted as she goes through life she often met leaders who made lasting impressions on her. She said the magnitude of this trio is just impossible to describe and she is going by what she sees in her district. She said she would best describe the trio as the most unusual, caring, loving, patient, friendly, and they understand the problems in their district. She said coming together is a start, working together is very much needed, but keeping together is success. She honored Ms. Woods, Mr. McFarland, and Mr. Muhammad with a letter of appreciation.

(5) Ms. Peggy Jones, 3312 Jackson Street, thanked God for young pastors in the meeting that care about South Monroe where she grew up. She said if it was good then it could be good now and all they have to do is work together. She said the Stewart family at Emily P. Robinson put all the computers in the room and they don't have air. She said she would like for the Council to help get the air fixed. She said she is not used to coming to Council meeting she goes to community meetings to talk to the person that represent her and if she comes again she wanted to talk to the Mayor. She said whoever is in his place should stay to hear what the people have to say.

Mr. McCallister stated that is one of the recreation centers the City have in a current project for improvements. He said they are waiting on equipment and as the equipment arrives it will be placed in the recreation center.

Mr. McFarland wanted to know if the City has been waiting 3 years.

Mr. McCallister said no sir they put this project together in the last 6 to 8 months.

Mr. McFarland wanted to know if they have a projected date.

Mr. McCallister said he can't think of it off the top of his head.

Mr. McFarland asked Mr. McCallister to send him an update.

Ms. Woods wanted to know if Marbles is on that list because the air is totally out. She said it has been out all summer.

Mr. McCallister said he believes it is.

(6) Mr. K-9 said he is doing a belt drive in Parkview, and he is showing little kids they don't have to sag. He said he is doing the belt drive, and he is asking the Council to be a part of it. He said he will be out there Thursday giving out school supplies and bookbags. On another note, he said the Chennault Park issue and he said on that day he actually saved that event. He said he was in a contract, and he put it in the contract that he need power. He said also in the contract he stated when he gets done to pick it up because he wasn't going to be responsible. He said the police were out there and Mr. Chris did come get everything and as he was sitting out there he had to hook his speaker up to his truck. He said when he went out there he didn't see nothing hooked up and no yellow box. He said whatever happen with the yellow box is true, but he specifically told him to bring their yellow box and told him to pick the yellow box up for the record.

Ms. Woods said she didn't see the yellow box either and it was a fiasco, and she thanked him for saving the day.

(7) Pastor Chipps Taylor said the message he brings to the Council today comes from the National Association for the Advancement of Colored People. He said they simply want the word to be out that everyone need to be registered. He said they are asking you to educate yourself on the candidates, however, it is so very important on November 5th that we all get out to vote. He said this should be pushed at City Council meetings, school board meetings, and wherever we gather. He said it's not about who you vote for the important thing is you get out to vote.

(8) Mr. Joshua Wilhite, 135 Dodie Lane, wanted to know where to discuss the condition of the schools on the South side. He said recent research of his majority of the schools on the South side are failing. He said as a youth pastor his goal is not just to push salvation but success in the lives of our young people. He wanted to know if there's a department where the discussion of our people, crime, and condition is discussed.

Mr. McFarland wanted to know if he has been to the Monroe City School Board meetings.

Mr. Wilhite said no sir and he would need that information.

Mr. McFarland noted he believes they have meetings at the same time the Council have their meetings. He said he should speak with the superintendents of schools and Ms. Betty Cooper would be the school board representative for that area. He said he would reach out to him, or Mr. Wilhite could reach out to him tomorrow for additional information.

There being no further business to come before the council, the meeting was adjourned at 8:53 p.m., upon motion of Mr. Harvey and it was seconded by Mrs. Ezernack.

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.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF THELMA J. STEVENSON TO THE BOARD OF COMMISSIONERS FOR THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R.S. 33:2740.51 authorizes the Mayor to appoint one member to the Board of Commissioners of the Southside Economic Development District for a three-year term;

WHEREAS, the Mayor previously appointed Tyrone Goodin to serve on the Board of Commissioners for a three year term beginning on October 26, 2021 and ending on October 25, 2024 (Res. No. 8096);

WHEREAS, the Mayor inadvertently appointed Thelma J. Stevenson to the Board of Commissioners on June 25, 2024, prior to the expiration of Mr. Goodin's term (Res. No. 8725);

WHEREAS, because there was no vacancy, Ms. Stevenson did not take office, and Mr. Goodin continued to serve as the Mayor's appointee to the Board of Commissioners for the remainder of the term;

WHEREAS, Mr. Goodin's term expires on October 25, 2024, and there will be a vacancy on the Board of Commissioners due to the expiration of Mr. Goodin's term; and

WHEREAS, the Mayor desires to appoint Thelma J. Stevenson, a qualified elector of Ouachita Parish, to the Board of Commissioners of the Southside Economic Development District for a three-year term beginning on October 26, 2024, and ending on October 25, 2027.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Thelma J. Stevenson, be, and is hereby, appointed as a member of the Board of Commissioners of the Southside Economic Development District for a three-year term, beginning October 26, 2024, and ending October 25, 2027.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 22, 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR AN EXHIBITION RECEPTION AND TALK FOR PETER JONES: CONTEMPORARY REALIST RETROSPECTIVE AT THE MASUR MUSEUM OF ART PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "An Exhibition Reception and Talk for Peter Jones: Contemporary Realist Retrospective" to be held at the Masur Museum and on the grounds as well, Thursday, November 21, 2024 from 5:30pm until 7:30p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "An Exhibition Reception and Talk for Peter Jones: Contemporary Realist Retrospective" to be held at the Masur Museum and on the grounds as well, Thursday, November 21, 2024 from 5:30pm until 7:30p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing 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 _____, 2024.

CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

October 7, 2024

To Whom It May Concern:

It is my understanding that Masur Museum will be hosting an event, "Peter Jones Exhibition" on Thursday, November 21, 2024, from 5:30pm-7:30pm. The event will be held at Masur Museum, located at 1400 South Grand Street, Monroe, Louisiana, 71202. Alcohol will be served at the event.

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

Sincerely,

Friday Ellis
Mayor

masurmuseum

October 4, 2024

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, an exhibition reception and talk for *Peter Jones: Contemporary Realist Retrospective*, at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Thursday, November 21, from 5:30 pm until 7:30 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,



Evelyn Stewart, Director, Masur Museum of Art

1400 South Grand
Monroe, LA 71202
www.masurmuseum.org
phone: 318-329-2237
fax: 318-329-2847





TWINCITY01

ATHOMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--------------------------------------|
| PRODUCER Forth Insurance, LLC (2200) P.O. Box 2110 Monroe, LA 71207 | | CONTACT NAME: Angela Thomson | |
| | | PHONE (A/C, No, Ext): (318) 361-4750 | FAX (A/C, No): (318) 388-1290 |
| | | E-MAIL ADDRESS: athomson@forthisurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Ohio Casualty Insurance Company | 24074 |
| INSURED Twin City Art Foundation 1400 South Grand Monroe, LA 71202 | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSP WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | BLO58348630 | 10/18/2024 | 10/18/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | N/A | | | PER STATUTE | OTH-ER |
| | | | | | | E.I. EACH ACCIDENT | \$ |
| | | | | | | E.I. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.I. DISEASE - POLICY LIMIT | \$ |
| A | Liquor Liability | | BDO58348630 | 10/18/2024 | 10/18/2025 | Per Occurrence | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Monroe Masur Museum 1400 South Grand Monroe, LA 71202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Jerry W. Thomas</i> |

ACORD 25 (2016/03)

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POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Masur Museum

Sir,

The Twin City Art Foundation is hosting a reception for exhibition on Thursday, November 21, 2024, at the Masur Museum. The event is scheduled for the hours of 5:30 pm – 7:30 pm. Alcohol will be consumed at this event. They're expecting 150 individuals to attend this event. They will need to get a letter of no objection from city hall to obtain their ATC permit for the event. They will have two officers work at this event.

Respectfully submitted,
Cpl. Heckard



**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT**

Chief of Police
City of Monroe
Monroe, Louisiana

Dear Sir:

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

- A) Name, address and telephone number of person seeking to conduct said parade/ special event:

Name: Evelyn Stewart
Home Address: 105 Roselawn 71201 Telephone 547-5164
Business Address: 1400 South Grand St 71202 Telephone 329-2237
Fax Number: N/A

- B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit: Name

of Organization: Twin City Art Foundation
Organization Address: 1400 South Grand St 71202
Telephone Number: 329-7237
Name, Addresses, and Telephone Numbers of Organization Heads:
Hal Hinchliffe; 3703 Deborah Dr 71201
267-6153

- C) Name, address and telephone number of person who will be the event chairman (Marshal) and who will be responsible for its conduct:

Name: Hal Hinchliffe
Address: 3703 Deborah Dr. 71201 Telephone: 267-6153

- D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:

(A) Name of Insurance Company Ohio Casualty Insurance Co
(B) Name of Insurance Agent Forth Insurance
(C) Policy Number BD058348630

- E) Date when event is to be conducted Thursday, November 21, 2024

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT 1400 S. Grand St 71202

TYPE OF EVENT reception for exhibition

APPROXIMATE NUMBER OF PERSONS ATTENDING 150

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES NO

STARTING TIME OF EVENT 5:30 PM ENDING TIME OF EVENT 7:30 PM

REMARKS: The state ATC license will be applied for. We have requested to be put on the City Council Agenda for rehm containers. Monroe PD will be hired to work the event.

SIGNATURE OF PERSON APPLYING: 

HOME ADDRESS: 105 Roselawn 71201

BUSINESS ADDRESS: 1400 S. Grand St. 71202

HOME TELEPHONE: 547-5164

BUSINESS TELEPHONE: 329-2257

****ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT****

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

_____ (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 8 day of October, 20 24

Approved By: Vic [Signature]
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.

(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

****PLEASE RETURN THIS FORM WITH APPLICATION****

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR (THE MASUR MUSEUM HOLIDAY PARTY) AT THE MASUR MUSEUM OF ART PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "The Masur Museum Holiday Party" to be held at the Masur Museum and on the grounds as well, Thursday, December 12, 2024 from 6:00pm until 8:00p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "The Masur Museum Holiday Party" to be held at the Masur Museum and on the grounds as well, Thursday, December 12, 2024 from 6:00pm until 8:00p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing 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 _____, 2024.

CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

October 7, 2024

To Whom It May Concern:

It is my understanding that Masur Museum will be hosting an event, "Holiday Party" on Thursday, December 12, 2024, from 6:00pm-8:00pm. The event will be held at Masur Museum, located at 1400 South Grand Street, Monroe, Louisiana, 71202. Alcohol will be served at the event.

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

Sincerely,

Friday Ellis
Mayor

masurmuseum

October 4, 2024

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, *The Masur Museum Holiday Party*, at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Thursday, December 12, from 6:00 pm until 8:00 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,



Evelyn Stewart, Director, Masur Museum of Art

1400 South Grand
Monroe, LA 71202
www.masurmuseum.org
phone: 318-329-2237
fax: 318-329-2847





TWINCITY01

ATHOMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Forth Insurance, LLC (2200) P.O. Box 2110 Monroe, LA 71207
CONTACT NAME: Angela Thomson
PHONE (A/C, No, Ext): (318) 361-4750
FAX (A/C, No): (318) 388-1290
E-MAIL ADDRESS: athomson@forthinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Ohio Casualty Insurance Company NAIC #: 24074
INSURED: Twin City Art Foundation 1400 South Grand Monroe, LA 71202

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Liquor Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of Monroe Masur Museum 1400 South Grand Monroe, LA 71202
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jimmy W. Thomas



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Masur Museum

Sir,

The Twin City Art Foundation is hosting a reception/party on Thursday, December 12, 2024, at the Masur Museum. The event is scheduled for the hours of 6:00 pm – 8:00 pm. Alcohol will be consumed at this event. They're expecting 150 individuals to attend this event. They will need to get a letter of no objection from the city hall to obtain their ATC permit for the event. They will have two officers work at this event.

Respectfully submitted,
Cpl. Heckard

**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT**

Chief of Police
City of Monroe
Monroe, Louisiana

Dear Sir:

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

- A) Name, address and telephone number of person seeking to conduct said parade/ special event:

Name: Evelyn Stewart
Home Address: 105 Roseawn 71201 Telephone 547-5164
Business Address: 1400 South Grand St 71202 Telephone 329-2237
Fax Number: N/A

- B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit: Name of Organization: Twin City Art Foundation

Organization Address: 1401 S. Grand St 71202
Telephone Number: 329-2237

Name, Addresses, and Telephone Numbers of Organization Heads:

Hal Hinchliffe: 3703 Deborah Dr 71201
267-6153

- C) Name, address and telephone number of person who will be the event chairman (Marshall) and who will be responsible for its conduct:

Name: Hal Hinchliffe
Address: 3703 Deborah Dr 71201 Telephone: 267-6153

- D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:

(A) Name of Insurance Company Chin Casualty Insurance Co
(B) Name of Insurance Agent Forth Insurance
(C) Policy Number BD 58348630

- E) Date when event is to be conducted Thursday, December 12, 2024

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT 1400 S. Grand 71202

TYPE OF EVENT reception/party

APPROXIMATE NUMBER OF PERSONS ATTENDING 150

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES NO

STARTING TIME OF EVENT 6:00 PM ENDING TIME OF EVENT 8:00 PM

REMARKS: The state ATC license will be applied for. We have requested to be put on the city council agenda for open containers. Monroe PD will be hired to work the event.

SIGNATURE OF PERSON APPLYING: *Curt Stewart*

HOME ADDRESS: 105 Roselawn 71201

BUSINESS ADDRESS: 1400 S Grand st 71202

HOME TELEPHONE: 547-5164

BUSINESS TELEPHONE: 329-2237

****ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT****

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

_____ (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 8 day of October, 20 24
Approved By: Vic Zard
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.

(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

****PLEASE RETURN THIS FORM WITH APPLICATION****

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CITY OF MONROE & FRIENDS OF MONROE MAIN STREET FOR A COMMUNITY EVENT (HISTORIC HAUNTS) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The City of Monroe & Monroe Main Street applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Historic Haunts, a Community Event" to be held on Saturday, November 2, 2024 from 6:00pm until 9:00p.m. The event will include the Cooley House, Layton Castle and the Masur Museum. There will be six (6) offers for traffic control and security. They are requesting South Grand be closed to traffic from Texas Avenue to the Masur Museum for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe & Main Street be and is hereby granted a permit for a special event, "Historic Haunts, a Community Event" to be held on Saturday, November 2, 2024 from 6:00pm until 9:00p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing 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 _____, 2024.

CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

October 7, 2024

To Whom It May Concern:

It is my understanding that Friends of Monroe Main Street will be hosting an event, "Historic Haunts" on Saturday, November 2, 2024, from 6:00p.m. to 9:00p.m. The event will be held at the following locations: Masur Museum, 1400 S Grand St, Monroe, LA 71202, Layton Castle, 1133 S Grand St, Monroe, LA 71202, and Cooley House, 1011 S Grand St, Monroe, LA 71201. Alcohol will be served at the event.

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

Sincerely,

Friday Ellis
Mayor



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: The City of Monroe

Sir,

The City of Monroe & Friends of Monroe Main Street is hosting a community event on Saturday, November 2, 2024. The event will involve the Cooley House, Layton Castle, and Masur Museum. The event is scheduled for the hours of 6:00 pm – 9:00 pm. Alcohol will be consumed at this event. They are hiring six officers to work at this event for traffic control and security. They're requesting South Grand be closed to vehicular traffic from Texas Avenue to the Masur Museum. I will contact traffic engineers to have traffic barricades brought out for this event. They will also need a no objection letter to get an ATC permit for this event. This event will need to be placed on the council's agenda for the open container exemption letter.

Respectfully submitted,
Cpl. Heckard

**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT**

**Chief of Police
City of Monroe
Monroe, Louisiana**

Dear Sir:

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

- A) Name, address and telephone number of person seeking to conduct said parade/ special event:**

Name: Nirali Patel
Home Address: _____ Telephone 318-557-9129
Business Address: 400 Lea Joyner Mem. Expy Telephone 318-376-9346
Fax Number: _____

- B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit:**

Name of Organization: COM, Friends of Monroe Main Street
Organization Address: 400 Lea Joyner Memorial Expy
Telephone Number: 318-557-9129, 318-376-9346

Name, Addresses, and Telephone Numbers of Organization Heads:

Nirali Patel, nirali.patel@ci.monroe.la.us

- C) Name, address and telephone number of person who will be the event chairman (Marshall) and who will be responsible for its conduct:**

Name: Nirali Patel
Address: 400 Lea Joyner Mem. Expy Telephone: _____

- D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:**

(A) Name of Insurance Company _____
(B) Name of Insurance Agent _____
(C) Policy Number _____

- E) Date when event is to be conducted** November 2, 2024

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT Cooley House, Layton House, Masur Museum

TYPE OF EVENT Ticketed community event

APPROXIMATE NUMBER OF PERSONS ATTENDING _____

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES NO

STARTING TIME OF EVENT 6:00 pm ENDING TIME OF EVENT 9:00 pm

REMARKS: This one-of-a-kind event will have you stepping into history of and exploring through three Monroe icons - Layton Castle, Masur Museum of Art, and Cooley House, in ways you've never seen before!

This 1920's-inspired event will include guided ghost tour, a hand-cultivated bazaar of vendors, speakeasy, and more!

1920's attire is a must and all proceeds go toward

SIGNATURE OF PERSON APPLYING: Nirali Patel

HOME ADDRESS: _____

BUSINESS ADDRESS: 400 Lea Joyner Mem. Expy

HOME TELEPHONE: _____

BUSINESS TELEPHONE: 318-376-9346

****ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT****

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

_____ (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 2 day of October, 2024
Approved By: Vic [Signature]
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.

(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

****PLEASE RETURN THIS FORM WITH APPLICATION****

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE DOWNTOWN MONROE ARTS ALLIANCE FOR A (DOWNTOWN ART GALLERY CRAWL) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Downtown Monroe Arts Alliance applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Downtown Art Gallery Crawl", scheduled for Thursday, December 5, 2024 from 5:00pm until 9:00pm. Participating Galleries are Sugar Gallery, The Good Daze, The Palace, Revival, LaBella, and Standard Coffee. The exception is for 220 DeSiard St., and participating galleries; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Downtown Monroe Alliance, be and is hereby granted a permit for a special event, "Downtown Art Gallery Crawl", scheduled for Thursday, December 5, 2024 from 5:00pm until 9:00pm. Participating Galleries are Sugar Gallery, The Good Daze, The Palace, Revival, LaBella, and Standard Coffee. There will be off duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 27, 2024

To Whom It May Concern:

It is my understanding that Downtown Arts Alliance will be hosting a Downtown Art Gallery Crawl event on Thursday, December 5, 2024, from 5:00pm to 9:00pm.

Participating Monroe Galleries are Sugar Gallery, The Good Daze, The Palace, Revival, La Bella, and Standard Coffee. Alcohol will be served at the event.

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

Sincerely,

Friday Ellis
Mayor



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Downtown Arts Alliance

Sir,

The Downtown Arts Alliance is hosting a Gallery Crawl at 220 Desiard Street on Thursday, December 5, 2024. The event is from 5:00 - 9:00 pm. They're expecting 500 individuals to attend this event. Alcohol will be consumed at this event indoors and outdoors. They already have an ATC permit for the event. I will have this added to the council's agenda for the open container exemption letter. They are hiring 2 off-duty officers to work at this event.

Respectfully submitted,
Cpl. Heckard



ATC

Alcohol: Special Event Type A Beer Only

This permit is not transferable
Permit must be publicly displayed

This permit authorizes the sale, service, or supply of alcoholic beverages at the special event for a maximum duration of three (3) consecutive days or less and only during the duration listed on this permit.



**DOWNTOWN ARTS ALLIANCE
DOWNTOWN GALLERY CRAWL
131 ART ALLEY
MONROE LA 71201**

State of Louisiana, Department of Revenue
Office of Alcohol and Tobacco Control

LICENSE TYPE

SE-A

B

| | | |
|---|------------------------------|--|
| PERMIT NUMBER 37-29262 | EFFECTIVE DATE 12/05/2024 | EXPIRES 12/05/2024 |
| BUSINESS LOCATION 220 DESIARD ST MONROE LA 71201-7334 | |  |
| ASSOCIATED LICENSE | FEES | |
|  Ernest P. Legler, Jr., Commissioner | | |

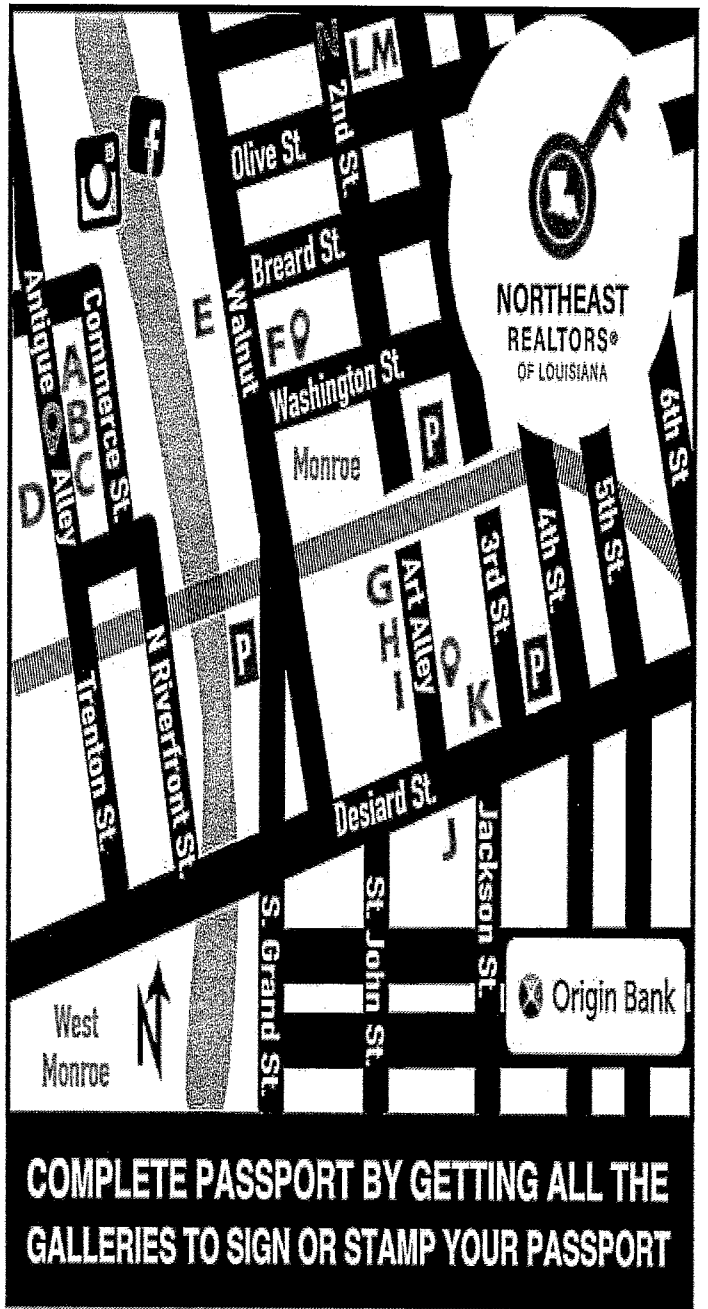
This license must be returned to the Office of Alcohol and Tobacco Control or surrendered to an agent of the commissioner with five (5) days of closure, when the business ownership is transferred or the business is terminated. Failure to comply will result in fine or revocation of license [LRS 26:76 and 26:276A(2)]. Return to: Louisiana Dept. of Revenue, Office of Alcohol and Tobacco Control, 7979 Independence Blvd. Ste 101, Baton Rouge, LA 70806

DOWNTOWN GALLERY CRAWL

PASSPORT



| | | |
|--|--|---|
| <p>A</p> <p>ALBRITTON PHOTOGRAPHY</p> | <p>B</p> <p>ALLEY PARK</p> | <p>C</p> <p>RUMO'S</p> |
| <p>D</p> <p>NELA ARTS COUNCIL</p> | <p>E</p> <p>THE GOOD DAZE 401 WALNUT ST</p> | <p>F</p> <p>REVIVAL 300 WALNUT ST</p> |
| <p>G</p> <p>ANAPOLE</p> | <p>H</p> <p>SUGAR GALLERY</p> | <p>I</p> <p>ART ALLEY MARKETPLACE</p> |
| <p>J</p> <p>THE PALACE</p> | <p>K</p> <p>LA BELLA</p> | <p>L</p> <p>FLYING TIGER</p> |
| <p>M</p> <p>ASCENT</p> | <p>N</p> <p>NEVILLE HOUSE 217 HUDSON LN</p> | <p>O</p> <p>CARRIAGE DROP-OFF POINTS</p> |



**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT**

**Chief of Police
City of Monroe
Monroe, Louisiana**

Dear Sir:

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

- A) Name, address and telephone number of person seeking to conduct said parade/ special event:**

Name: _____

Home Address: _____ **Telephone** _____

Business Address: _____ **Telephone** _____

Fax Number: _____

- B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit:**

Name of Organization: Downtown Arts Alliance

Organization Address: 131 N 2nd St. Monroe, LA 71201

Telephone Number: 318-331-8877

Name, Addresses, and Telephone Numbers of Organization Heads:

President: Shelia Snow, 605 Kendall rdge, West Monroe, La 71291, 318-366-3704. Vice President: Leigh Hersey, 2202 Park Avenue Monroe, La 71201, 901-337-5074

Treasurer: Melanie Moffett, 3010 N 8th St, West Monros, La 71291, 318-614-4370, Gallery Representative: Katie Watzek, 1606 N 4th St, Monroe, La 71201, 318-680-8191

Secretary: Inique Harris, 2909 N 7th St, West Monroe, La 71291, 318-331-8877

- C) Name, address and telephone number of person who will be the event chairman (Marshall) and who will be responsible for its conduct:**

Name: _____

Address: _____ **Telephone:** _____

- D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:**

(A) Name of Insurance Company _____

(B) Name of Insurance Agent _____

(C) Policy Number _____

- E) Date when event is to be conducted** Dec. 5, 2024

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT Art Alley 220 Desiard St. Monroe, LA

TYPE OF EVENT Gallery Crawl

APPROXIMATE NUMBER OF PERSONS ATTENDING 300-550

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED YES X NO

STARTING TIME OF EVENT 5pm ENDING TIME OF EVENT 9pm

REMARKS: _____

SIGNATURE OF PERSON APPLYING: [Signature]

HOME ADDRESS: 2909 N 7th St. WM, LA 71291

BUSINESS ADDRESS: 131 N 2nd St. Monroe, LA

HOME TELEPHONE: _____

BUSINESS TELEPHONE: 318-331-8877

****ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT****

**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE**

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

_____ (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 26 day of September, 2024
Approved By: Dic Fild
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.
(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

******PLEASE RETURN THIS FORM WITH APPLICATION******

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF LOUIS TOLLIVER AS PUBLIC WORKS DIRECTOR AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Mayor notified the Monroe City Council of the appointment of Mr. Louis Tolliver as Public Works Director for the City of Monroe on September 23, 2024;

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

WHEREAS, in accordance with Section 7-10 of the Monroe City Charter, the Council desires to act on the matter of confirmation and to confirm the appointment of Mr. Louis Tolliver as Public Works Director for the City of Monroe.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the appointment of Mr. Louis Tolliver as Public Works Director is hereby confirmed.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of October 22, 2024.

CHAIRPERSON

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

September 23, 2024

VIA EMAIL AND HAND DELIVERY

Ms. Carolus Riley, Council Clerk
Monroe City Council

Re: Appointment of Louis Tolliver as Public Works Director

Dear Ms. Riley:

I am pleased to inform you that I have appointed Mr. Louis Tolliver as the City of Monroe's Public Works Director. Mr. Tolliver's experience and success in various project management and supervisory positions shows that he possesses the leadership, work ethic, and drive necessary to lead our Public Works Department with distinction.

Mr. Tolliver is a ten-year veteran of the United States Marine Corps, where he served our nation honorably and proudly. Following his service, Mr. Tolliver graduated from the University of Louisiana, Monroe with a degree in Construction Management. After graduation, Mr. Tolliver entered the construction industry, where he spent the last decade as a building superintendent and project manager, working with owners and contractors and managing numerous crews to see projects through to completion.

Mr. Tolliver's more than ten years' experience in construction and project management makes him qualified to lead the Public Works Department. Charter, § 4-06. His dedication to service, coupled with his ability to develop and lead teams, also makes him an excellent choice for this critical role. Under his leadership, the Public Works Department will excel.

I look forward to working closely with him and the City Council to continue making positive strides for our community. Please notify Council of my appointment.

Sincerely,

Friday Ellis
Mayor



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

MEMO

To: *Carolus Riley*
City Council

From: *Tim Lewis*
Director of Tax & Revenue

Re: *New Alcohol (For October 22, 2024, Meeting)*

Date: *October 16, 2024*

CLASS A - \$500 RESTAURANTS (LIQUOR)

CLASS B - \$500 CONVENIENT STORES (LIQUOR)

CLASS C - \$75 (BEER ONLY)

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

CLASS E - \$500 PRIVATE CLUBS

CLASS G - \$500 WHOLESALE (LIQUOR ONLY)

CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

CLASS B NEW (1)

- POPSHELF STORE #30251***
4219 PECANLAND MALL DRIVE
MONROE, LA 71203

Owner: DG LOUISIANA, LLC

OWNER CLEARED
SALES TAX CLEARED
DISTANCE CLEARED

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE RFQ RESPONSE OF ELOS ENVIRONMENTAL LLC TO PROVIDE LEAD-BASED PAINT INSPECTIONS, SOIL SAMPLING, RISK ASSESSMENTS, AND DUST CLEARANCE SAMPLES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe issued a Request for Proposals (RFQ) from qualified firms to provide lead-based paint inspections, soil sampling, risk assessments, and clearance dust sampling services for the Lead and Healthy Homes Program;

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

WHEREAS, the cost for the services will be on an as-needed basis subject to a schedule of fees and charges.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFQ response of ELOS Environmental, LLC, to provide lead-based paint inspections, soil sampling, risk assessments, and clearance dust sampling services for the Lead and Healthy Homes Program, be and at the same is hereby accepted; and

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 22, 2024.

CHAIRPERSON

CITY CLERK



ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Brandon Creekbaum, City Attorney
Ellen Hill, Planning and Urban Development Department Head

For Meeting Date: October 22, 2024

The Purchasing Division has received a single response to the RFQ for Lead Based Paint Inspections, Risk Assessment, and Dust Clearance Samples, from ELOS Environmental, LLC, in occurrence of projects and fees. It's important to remember that when evaluating a Request for Proposals (RFQ), the decision is not based solely on the price, but on a variety of factors.

Project Description:

The City of Monroe's Community Development Division is soliciting qualifications from Environmental Services Consultants to provide Lead-Based Paint inspections, soil sampling, risk assessments, and clearance dust sampling services within the City limits of Monroe, Louisiana, in accordance with the terms, conditions, and specifications contained in RFQ Lead Based Paint Inspections document. The Planning and Urban Development Department will administer the Lead and Healthy Homes Program for low-income homeowners and renters residing in the City of Monroe city limits and 2 census tracts in the City of West Monroe. Due to the history of lead used in construction and the associated health risk to children, the priority for these activities will be in homes built in 1978 or earlier, where children under age 6 reside or spend considerable time. Applicants shall be certified by Louisiana Department of Environmental Quality in accordance with (LAC 33: III, Chapter 28) and US Department of Housing and Urban Development (HUD) regulations, including 24 CFR Parts 55 and 58, related to the use of Lead Hazard Reduction Program funds.

Purchasing Department



City of Monroe

RFQ Attachment #2 – Contractor Fee Schedule

| # | Work Description | Set Unit Price | Method | Estimated Qty. | Total Price |
|----|--|----------------|------------|----------------|-------------|
| 1 | XRF INSPECTION FEE PER ROOM (Ex: bedroom, bath, living, dining, kitchen, staircase, public areas, etc. Exterior of building is considered as "one room") | 100.00 | Per Room | 7 | 700.00 |
| 2 | PRE-WORK DUST WIPE (per HUD Ch 5 page 38) | 17.00 | Per Wipe | 8 | 136.00 |
| 3 | INITIAL SOIL SAMPLING (minimum 4 samples per address) | 76.00 | Per House | 4 | 304.00 |
| 4 | ADDITIONAL SOIL SAMPLING (over minimum of 4) | 76.00 | Per Sample | 1 | 76.00 |
| 6 | REMEDATION DESIGN SERVICES / RISK ASSESSMENT REPORT with scope of work pricing and alternate methods. (must comply with HUD, Ch 5) | 1,000.00 | Per House | 1 | 1,000.00 |
| 8 | POST-WORK VISUAL INSPECTION FEE (per visit) | 350.00 | Per House | 1 | 350.00 |
| 9 | INTERIM & POST-WORK CLEARANCE DUST WIPE SAMPLING FEE within 1 hour of work completion (with 24 hours prior notice from Contractor) | 17.00 | Per Sample | 8 | 136.00 |
| 10 | INTERIM & POST-WORK CLEARANCE DUST WIPE SAMPLING FEE within 1 hour of work completion (with 48 hours prior notice from Contractor) | 16.00 | Per Sample | 8 | 128.00 |
| 11 | INTERIM & POST-WORK CLEARANCE DUST WIPE SAMPLING FEE beyond 24 hours after work completion (Due to negligence of Contractor to coordinate prior to) | 15.00 | Per Sample | 8 | 120.00 |
| 12 | CLEARANCE SOIL SAMPLING (minimum of 4 samples per address of disturbed / remediated soil) | 76.00 | Per House | 4 | 304.00 |
| 13 | DRINKING WATER SAMPLING | 124.00 | Each | 2 | 248.00 |
| 14 | FINAL COMPLIANCE DOCUMENTS (Clearance Final Report & Letter of Compliance to Owner) | 700.00 | Per House | 1 | 700.00 |
| 15 | THREE (3) DAY EXPEDITED FEE | 676.00 | Each | 1 | 676.00 |
| 16 | MOBILIZATION / DEMOBILIATION FEE (both count as 1 fee) | 510.00 | Per Trip | 1 | 510.00 |
| 17 | PER DIEM (for multiple days on location, any # in crew) | 166.00 | Per Day | 1 | 166.00 |

NOTE: Fee Schedules must be in legible print. Any without completed signature & company information will be rejected. All information must be completed in ink. Signature must be handwritten. Electronic or stamped signatures will be considered non-responsive and will be rejected. All quantities shown are for estimating purposes only to determine low Consultant by bulk.

ADDENDUM NUMBER(S) ACKNOWLEDGED, IF APPLICABLE: N/A

COMPANY NAME ELOS Environmental, LLC DATE 9/3/2024

STREET ADDRESS 607 W Morris Ave P O BOX _____

CITY Hammond STATE LA ZIP 70403

TELEPHONE NUMBER 985-662-5501 DUNS NUMBER WJMJE9NDGGV7

AUTHORIZED SIGNATURE: 

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE 3004 GORDON AVENUE PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will increase the contract amount for the demolition and reconstruction of 3004 Gordon Avenue by \$60,000.00 to account for increased square footage, additional demolition costs for the project, and an increase in materials; and

WHEREAS, Change Order No. 1 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that a designated City representative, be and is hereby authorized to execute Change Order No. 1 for the 3004 Gordon Avenue Project.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK



Memorandum

Date: 10/17/2024
From: Ellen Hill, PUD Director
To: City Council Members
Subject: Change Order #1 – Home Partnership Reconstruction Project

Project Description:

Ahayah Community Development Corporation agreed to demolish and reconstruct a home located at 304 Gordon Ave, Monroe, LA for eligible program participants. Project timeline and deliverables are:

Timetable Schedule

| Quarter | Activity | Output Number |
|------------|---|--|
| Quarter 1: | Activity#1: Planning and Demolition | Output: #1 Project planning outline |
| Quarter 2: | Activity: Blueprint/drawing of ADA Accessible House | Output: #1 Approved house plan and final interior plan |
| Quarter 3: | Activity: Construction | Output: Reconstruction completed |
| Quarter 4: | Activity: Construction completed; appliances installed; Final Walk-thru of home | Output: 1 home reconstructed; Certificate of Occupancy |
| TOTAL | | TOTAL: 1 New Reconstructed Home |

Original Construction Estimate:
\$190,000

Reason for Change Order:

The project changes to square footage, additional demolition costs for the project, and an increase in materials have resulted in projected additional costs of \$60,000.

The new total estimated is \$250,000. This total cost is within HUD guidelines for replacement housing costs.

**CC – Tisa Dhaliwal, Community Development Director
Leon Green, Construction Project Manager**

CHANGE ORDER No. 1

| | |
|---|--|
| Homeowner(s): Micheal & Colisa Blunt | Project No. : B-20-MC-22-0005-E-552 |
| Property Address: 3004 Gordon Avenue Monroe, LA 71202 | |
| Developer: AHAYAH Community Development Corporation | |
| Reconstruction (HOME/CDBG Program) Contract Date: July 2, 2024 | |

The following change(s) is/are authorized to the above-identified Reconstruction (HOME/CDBG Program) Contract:

| Item | Original Cost | Description of Change | Increase/Decrease Cost | Reason for Change |
|---------------|----------------------|--------------------------------------|-------------------------------|--------------------------------------|
| Additions-100 | \$60,000.00 | Budgeted for 1,400 sq ft development | \$60,000.00 | Development increased to 2,041 sq ft |
| | | | | |
| | | | \$60,000.00 | |

| | |
|----------------------------------|---------------------|
| Initial Contract Amount | \$190,000.00 |
| Plus, Change Order Request | \$60,000.00 |
| Total New Contract Amount | \$250,000.00 |

The additional cost of these items, as agreed upon by all parties, is (\$60,000.00) bringing the total amount of this agreement to \$250,000.00. The additional amount of time agreed upon to complete this Change Order is 7 calendar days. Finally, the total time agreed upon to complete the contract is 30 calendar days.

Developer

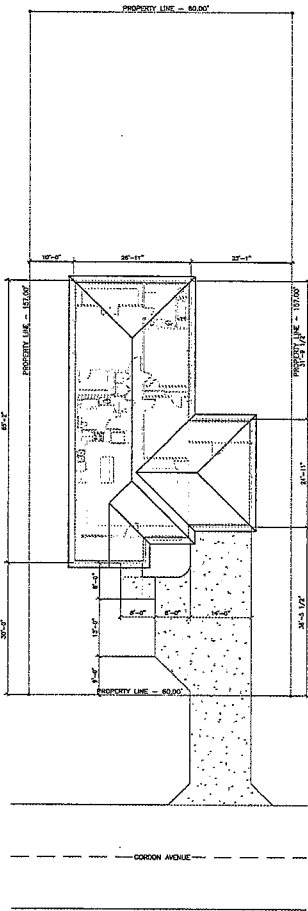
Date

Construction Project Manager

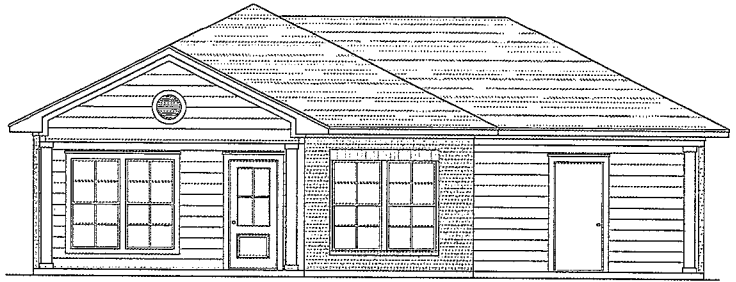
Date

Community Development Director

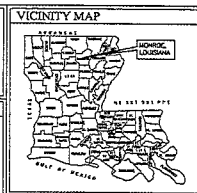
Date



SITE PLAN
SCALE: 1" = 1'-0"



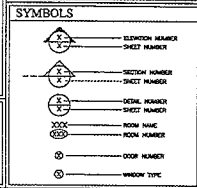
BEFORE EXCAVATION, THE CONTRACTOR SHALL EXAMINE DRAWINGS, MAPS AND RECORDS OF EXISTING FACILITY TO DETERMINE THE ROUTES OF ELECTRIC, GAS, WATER AND TELEPHONE SERVICES. IT IS RECOMMENDED THAT THE CONTRACTOR SEEK INFORMATION ON THE POSSIBLE LOCATIONS OF GAS TRANSMISSION LINES, TELEPHONE CABLES AND POWER LINES. IF SURVEY EXCAVATION BEFORE YOU DIG CALL BOTTE - 811 UNKNOWN SERVICES ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE SUSPECTED UTILITY.



- CODES & DESIGN SPECIFICATIONS**
1. Building Code: "International Residential Building Code" by the International Code Council, 2011 edition, "Chapter 16: Wood Frame Buildings" - minimum Wood Guard, "Minimum Design Loads for Buildings and Other Structures" (ASCE 7-05).
 2. Structural Steel: "Manual of Steel Construction" - The American Institute of Steel Construction, 13th Edition, "Specification for Structural Steel Buildings" - American Institute of Steel Construction, Inc., 2010 Edition.
 3. Structural Concrete: "Building Code Requirements for Reinforced Concrete" ACI 318-11, The American Concrete Institute, Latest Edition.
 4. Welding: "American Welding Society" structural welding codes. (Latest Edition)
 5. Electrical: "National Electrical Code" by the National Fire Protection Association, 2008 edition.
 6. Plumbing: "International Plumbing Code" 2003 edition.

NOTE:
THE CONTRACTOR SHALL INCURE ALL COST NECESSARY TO COMPLY WITH AND TO MEET ALL OF THE LA STATE LEGISLATURE. THIS LEGISLATION REQUIRES REPLICATION THAT THE CONTRACTOR WILL MEET THE MINIMUM REQUIREMENTS OF THE LA STATE UNIFORM CONSTRUCTION CODES (LUSCC). THE CONTRACTOR SHALL MEET THE LA STATE CODES BY A THIRD-PARTY PROVIDER, A BUILDING PERMIT, AND "SEAL" INSPECTIONS BY A CERTIFIED BUILDING OFFICIAL (CBO).

NOTE:
THEY & LICENSEE, OWNER, ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS OF THESE PLANS. ALL INFORMATION MUST BE CONFIRMED AND VERIFIED TO THE CONTRACTOR OF CONSTRUCTION. THE OWNER AND THE ENGINEER SHALL BE RESPONSIBLE FOR FOLLOWING ALL MATERIAL AND EQUIPMENT MANUFACTURER'S INSTRUCTIONS. ALL CONSTRUCTION RELATED TO THESE DRAWINGS SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND SHALL BE PERFORMED USING RECORDED DRAWINGS FOR EACH BUILDING COUNTY TRING.



| SQUARE FOOTAGES | |
|-------------------|-------|
| HEATED AREA | 1,388 |
| FRONT PORCH | 95 |
| CARPENTRY/STORAGE | 360 |
| TOTAL UNDER ROOF | 2,041 |

| DRAWING INDEX | |
|---------------|---|
| 1. | TITLE SHEET |
| 2. | FLOOR PLAN |
| 3. | FOUNDATION PLAN |
| 4. | EXTERNAL ELEVATIONS AND WALL SECTIONS |
| 5. | ROOF PLAN AND FRAMING PLAN |
| 6. | ELECTRICAL PLAN AND INTERIOR ELEVATIONS |

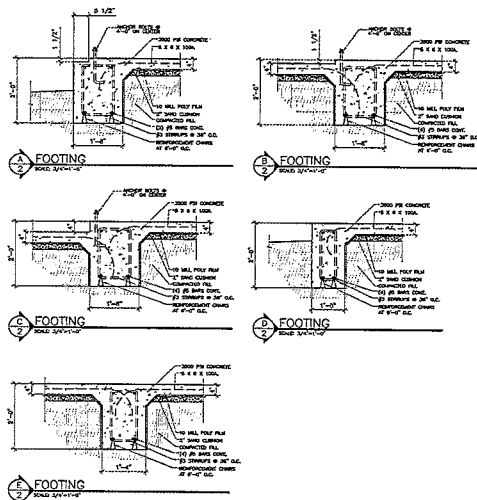
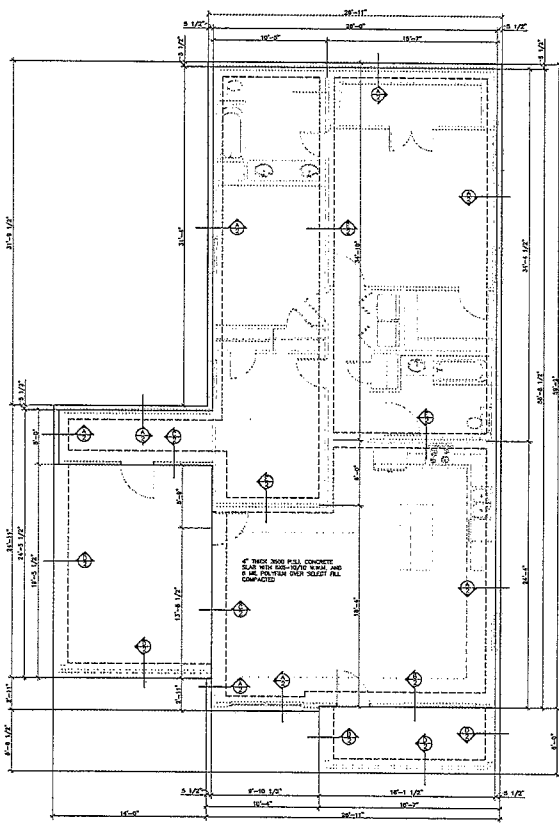
TITLE SHEET
SCALE: NONE

BRIGLE FAMILY HOME FOR
AHAYAH COMMUNITY DEVELOPMENT
 3004 COMMON AVENUE
 MONROE, LA 70131

DESIGNER: TONY G. BRIGLE
 MONROE, LOUISIANA 70124
 PHONE: (504) 332-0288
 CELL: (504) 332-0288

DREAM VISION HOME DESIGNS

DATE: 08/09/24
 PLAN NUMBER: 08024
 SHEET NUMBER: 1



FOUNDATION NOTES

1. ALL CONCRETE SLABS WITHIN THE STRUCTURE SHALL BE A MINIMUM OF 4" THICKNESS AND SHALL BE REINFORCED WITH #4 BARS AT 18" ON CENTER. ALL REINFORCING SHALL BE PLACED WITHIN THE CONCRETE. ALL CONCRETE SHALL BE 3000 PSI STRENGTH. ALL CONCRETE SHALL BE PLACED WITHIN 24 HOURS OF POURING. ALL CONCRETE SHALL BE CURED FOR 7 DAYS.
2. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE.
3. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE.
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9. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE.
10. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE. ALL REINFORCING BARS SHALL BE PLACED WITHIN THE CONCRETE.

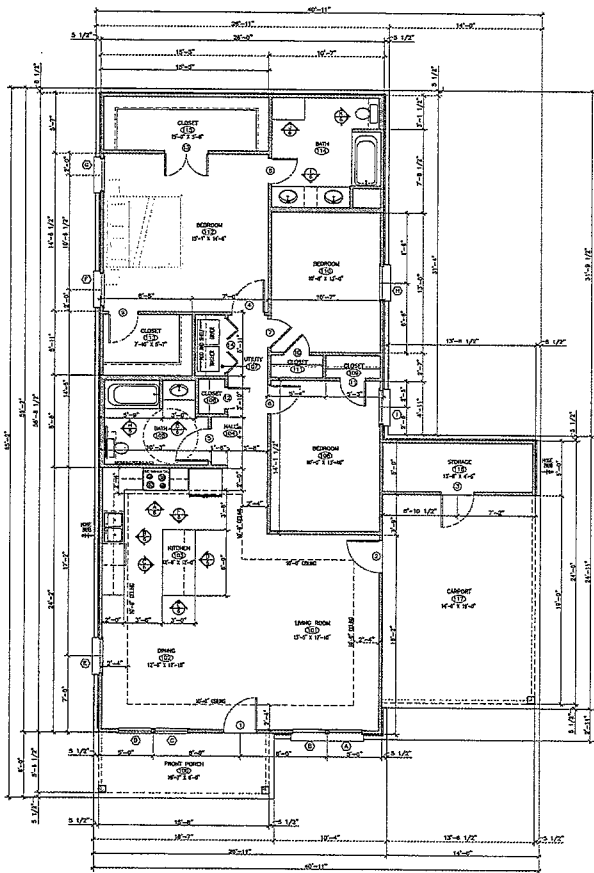
FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

SINGLE FAMILY HOME FOR
AHAYAH COMMUNITY DEVELOPMENT
 3005 GORDON AVENUE
 MONROE, LA 70131

DESIGNER: DONT D. LILLISON
 DONT D. LILLISON
 3005 GORDON AVENUE
 MONROE, LA 70131
 TEL: (504) 233-0888
 CELL: (504) 233-0888

DREAM VISION
HOME DESIGNS

| | |
|---------------|----------|
| DATE | 08/09/24 |
| PLAN NUMBER | 00024 |
| SCRIPT NUMBER | 2 |



| MARKING | DESCRIPTION | FINISH |
|---------|--|---------------------|
| 1 | 3'-0" x 6'-0" CENTER HINGED DOOR WITH 1/2" GLASS | GLASS AND STAINLESS |
| 2 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 3 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 4 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 5 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 6 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 7 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 8 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 9 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 10 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 11 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 12 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 13 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 14 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |

| MARKING | DESCRIPTION | FINISH |
|---------|----------------------------------|---------------------|
| 1 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 2 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 3 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 4 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 5 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 6 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 7 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 8 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 9 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 10 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 11 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 12 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 13 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |
| 14 | 3'-0" x 6'-0" CENTER HINGED DOOR | GLASS AND STAINLESS |

| ROOM | ROOM NAME | FLOOR | WALLS | CEILING | FLOOR FINISH | WALL FINISH | CEILING FINISH | DOOR FINISH | WINDOW FINISH | FINISH MATERIALS |
|------|-------------|-------|----------|---------|--------------|-------------|----------------|-------------|---------------|----------------------------|
| 101 | LIVING ROOM | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 102 | DINING ROOM | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 103 | KITCHEN | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 104 | BEDROOM | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 105 | BEDROOM | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 106 | BATH | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 107 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 108 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 109 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 110 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 111 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 112 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 113 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 114 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 115 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 116 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 117 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 118 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 119 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |
| 120 | CLOSET | 1ST | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 9" GYP | 1/2" GYP | 1/2" GYP | 1/2" GYP, 9" GYP, 1/2" GYP |

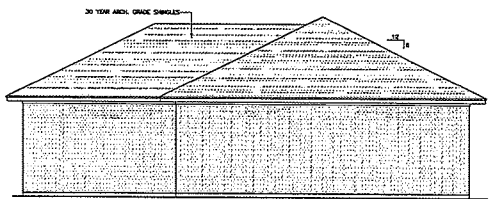
FLOOR PLAN
SCALE: 1/4" = 1'-0"

DREAM VISION HOME DESIGNS

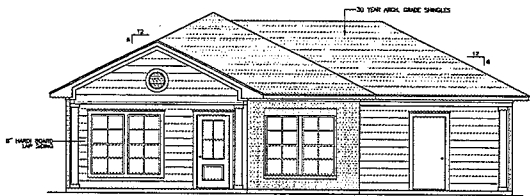
DESIGNER: JONATHAN O. LITTLETON
10001 GARDEN AVENUE, SUITE 100
HOUSTON, TEXAS 77036
PHONE: (281) 416-2222
CELL: (281) 416-0288

SHEET FAMILY HOME FOR
AHAYAH COMMUNITY DEVELOPMENT
3004 GARDEN AVENUE
HOUSTON, TX 77020

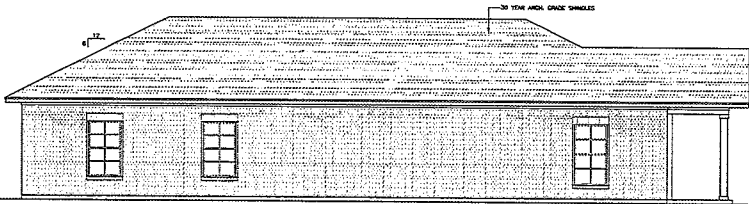
DATE: 05/09/24
PLAN NUMBER: 060624
SHEET NUMBER: 3



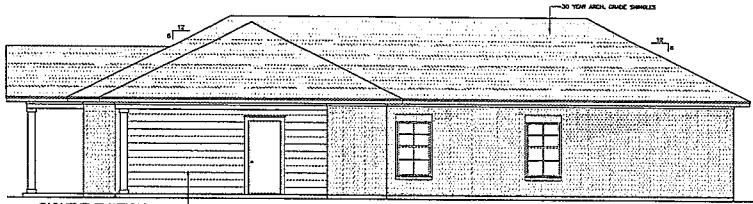
REAR ELEVATION
SCALE 1/4" = 1'-0"



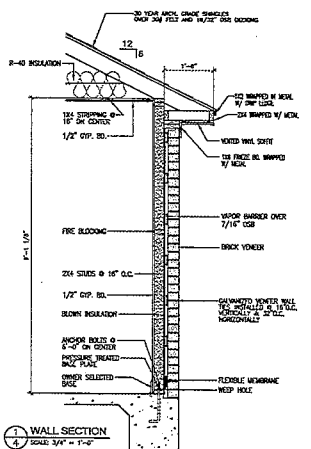
FRONT ELEVATION
SCALE 1/4" = 1'-0"



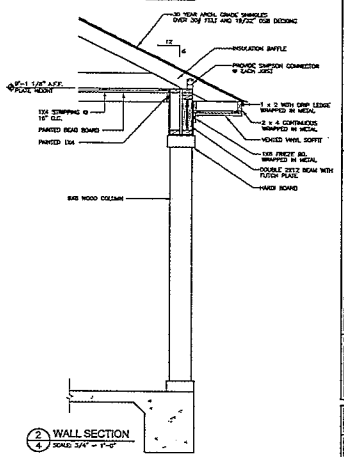
LEFT ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"



1 WALL SECTION
SCALE 3/4" = 1'-0"



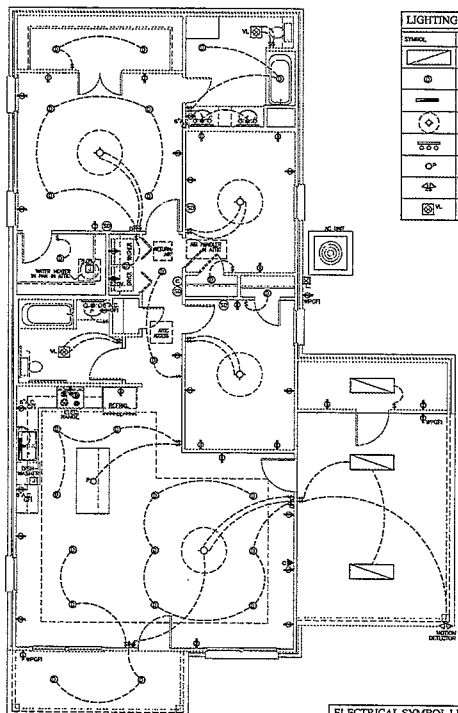
2 WALL SECTION
SCALE 3/4" = 1'-0"

EXTERIOR ELEVATIONS AND WALL SECTIONS
SCALE 1/4" = 1'-0"

| | |
|--------------|-----------|
| DESIGNER | LOUISIANA |
| DATE | 08/09/24 |
| PLAN NUMBER | 080824 |
| SHEET NUMBER | 4 |

SINGLE FAMILY HOME FOR
AHAYAH COMMUNITY DEVELOPMENT
 3004 GORDON AVENUE
 MONROE, LA 71251

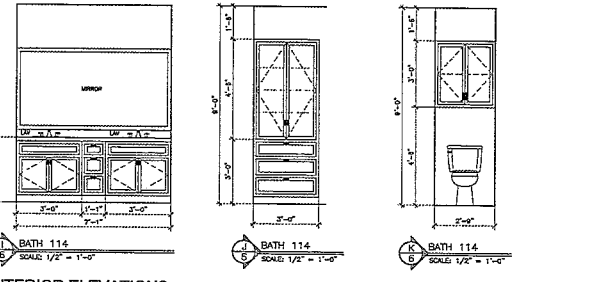
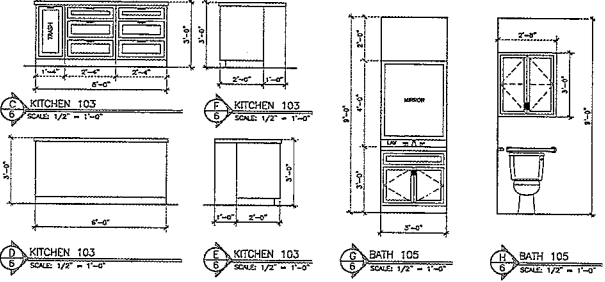
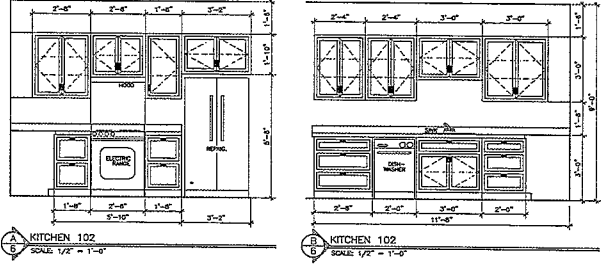
DREAM VISION HOME DESIGNS
 DESIGNER: LONN D. LITTLETON
 1000 W. MONROE ST., SUITE 101
 MONROE, LA 71251
 TEL: (504) 332-2886
 FAX: (504) 332-2887



| LIGHTING SYMBOL LEGEND | |
|------------------------|---|
| [Symbol] | DESCRIPTION |
| [Symbol] | 4" SQUARE RECESSED LED FIXTURE |
| [Symbol] | LED DOWNLIGHT FIXTURE |
| [Symbol] | UNDER COUNTER LED FIXTURE |
| [Symbol] | FORM PENDANT CEILING 2x4 W/ LED SET |
| [Symbol] | SURFACE MOUNT WARM WHITE LIGHT |
| [Symbol] | LED PENDANT LIGHT |
| [Symbol] | RAIL FOR SURFACE MOUNT DESIGN PENDANT LIGHT |
| [Symbol] | XL - RECESSED VENTILATOR |

| ELECTRICAL SYMBOL LEGEND | | | |
|--------------------------|-------------------------|----------|-------------------------|
| [Symbol] | DESCRIPTION | [Symbol] | DESCRIPTION |
| [Symbol] | TRIPPLE SWITCH | [Symbol] | ROCKER SWITCH |
| [Symbol] | TRIPPLE W/ TRIPLE BREAK | [Symbol] | TRIPPLE ON/OFF SWITCH |
| [Symbol] | TRIPPLE SWITCH | [Symbol] | TRIPPLE RECEPT |
| [Symbol] | RECESSED RECEPT | [Symbol] | TRIPPLE RECEPT |
| [Symbol] | RECEPT W/ GROUND | [Symbol] | ELECTRICAL JUNCTION BOX |
| [Symbol] | TRIPPLE TRIP RECEPT | [Symbol] | TRIPPLE RECEPT |
| [Symbol] | TRIPPLE TRIP RECEPT | [Symbol] | TRIPPLE RECEPT |

ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"



INTERIOR ELEVATIONS
SCALE: 1/2" = 1'-0"

ELECTRICAL PLAN AND INTERIOR ELEVATIONS
SCALE: AS NOTED

SINGLE FAMILY HOME FOR
AHAYAH COMMUNITY DEVELOPMENT
 3004 GORDON AVENUE
 HOUSTON, TX 77021
 DESIGNER: TONY D. LITTLETON
 ADMIN: SHELLE BURMAN 713.24
 CELLS: (713) 232-0288
DREAM VISION HOME DESIGNS
 DATE: 06/09/24
 PLAN NUMBER: 060624
 SHEET NUMBER: **6**

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO RETAIN HUDSON, POTTS & BERNSTEIN, LLP FOR LEGAL SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 4-02(D) of the Monroe City Charter permits the City to employ special legal counsel with City Council’s approval;

WHEREAS, Hudson, Potts & Bernstein, LLP is a full-service law firm headquartered in Monroe, Louisiana, that provides legal counsel and services to a broad range of clients and has extensive experience providing counsel and defense to governmental entities in state and federal courts;

WHEREAS, the City desires to retain the services of Hudson, Potts, & Bernstein, LLP to represent the City, its officials, and/or employees in the matter styled *DaveAir LLC v. City of Monroe, et al*, No. 24-01336 (W.D.La. 2024), including any matters related or ancillary to such litigation; and

WHEREAS, a copy of the Engagement Letter between the City of Monroe and Hudson, Potts, & Bernstein, LLP is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the City is authorized to employ Hudson, Potts, & Bernstein to represent the City, its officials, and/or employees in the matter styled *DaveAir LLC v. City of Monroe, et al*, No. 24-01336 (W.D.La. 2024), including any matters related or ancillary to such litigation; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute the Engagement Letter between the City of Monroe and Hudson, Potts, & Bernstein, LLP.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 22, 2024.

CHAIRPERSON

CITY CLERK

Gordon L. James
Robert M. Baldwin
Jay P. Adams
Jan P. Christiansen
Brian P. Bowes
Stephen A. North
Donald H. Zeigler III*



G. Adam Cossey*
Margaret H. Pruitt*
Sara G. White
L. Casey Auttonberry
Jason R. Smith**

*Also Admitted in Arkansas
*Also Admitted in Mississippi
*Also Admitted in Texas
*Also Admitted in Tennessee

October 8, 2024

Writer's Email – acossey@hpblaw.com

Via Email

Hon. Brandon Creekbaum
Monroe City Attorney
3404 Deborah Place
Monroe, LA 71201

Re: DaveAir, LLC
v.
City of Monroe, *et al.*

Dear Brandon:

Thank you for considering Hudson, Potts & Bernstein, LLP to represent the City of Monroe with regard to litigation brought by David McGee concerning the Monroe Regional Airport. Please let this letter serve as a summary of the expectations and scope of our representation in this matter, should the City choose to proceed with our services.

Scope of Engagement. Our engagement will be limited to the captioned matter. It does not include any other matters at this time.

Staffing. I will have primary responsibility for the City's representation, but may utilize other lawyers and legal assistants within this law firm as I believe appropriate under the circumstances. The individuals actually performing the work will be identified on all billing.

Cooperation. To enable us to represent the City effectively, we will need the City to cooperate fully with us in all matters relating to this engagement, and to fully and accurately disclose to us all facts and documents that may be relevant to the matters or that we might otherwise request. The City must agree to pay our statements for services and other charges as stated below.

Fees. Our fees will be based on the amount of time expended on your behalf. Each lawyer has an hourly billing rate based generally on experience and specialized knowledge. The rate for my time (and other senior partners with ten or more years' experience) is \$275 per hour, the rate for senior associates (attorneys with five to ten years of experience) is \$200 per hour, the rate for junior associates (less than five years' experience) is \$150 per hour, and the rate for paralegals is \$85 per hour. All time will be billed in tenth-of-an-hour increments (i.e., six minutes).

Hon. Brandon Creekbaum
October 9, 2024
Page 2

For a clear understanding of our relationship, the following activities constitute time spent on your behalf for which you will be billed: *telephone calls, voicemails, correspondence including emails, text messages, letters, and faxes, travel, meetings, research, court appearances, depositions, and the time necessary to prepare for any of these matters.* This list is not exhaustive and there may be other activities performed on your behalf and for which you will be billed.

Costs and Expenses. The firm typically advances costs in connection with legal representation that you will be required to reimburse. These costs may include things such as postage, delivery charges, copying costs, filing fees, travel expenses, meals, and the use of other service providers, such as abstractors, printers, or experts.

Retainer. The initial retainer is \$10,000. All fees and costs will be applied against the retainer. If funds remain after the conclusion of our representation, they will be refunded to you. If this amount is expended before completion of the representation, the retainer must be replenished before any additional work is performed.

No Estimate of Cost. You acknowledge that the fees and costs relating to this matter are not predictable, nor is the retainer intended to represent an estimate of the entire litigation costs. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed with you or your representatives is only an estimate that cannot be conclusively relied upon. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

No Guarantee of Outcome. Litigation is unpredictable and this firm makes no guarantees whatsoever, of any kind, regarding the outcome of this matter.

Termination of Representation. You may terminate our representation at any time by notifying us. Your termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyer work product, such as drafts, notes, internal memoranda, legal and factual research, or other materials prepared by or for the internal use of the lawyers.

We may withdraw from representation if you fail to fulfill your obligations under this

Hon. Brandon Creekbaum
October 9, 2024
Page 3

agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Please review this letter carefully and, if it meets with your approval, please sign the enclosed copy of this letter and return it to me immediately. Please call me if you have any questions.

With kindest regards, I remain

Very truly yours,

HUDSON, POTTS & BERNSTEIN, LLP



G. Adam Cossey

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE OUACHITA AFRICAN AMERICAN HISTORICAL SOCIETY (NORTHEAST LOUISIANA DELTA AFRICAN AMERICAN HERITAGE MUSEUM) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Northeast Louisiana Delta African American Heritage Museum, operated by The Ouachita African American Historical Society, is dedicated to the preservation and promotion of African American culture and history, featuring an extensive collection of African-American art and culture, including local and regional artists;

WHEREAS, open since 1994, the Northeast Louisiana Delta African American Heritage Museum provides valuable educational opportunities to our community, attracts visitors to the City of Monroe, and helps preserve the rich cultural history of our area and region;

WHEREAS, by Cooperative Endeavor Agreement (Ord. No. 9949), the City leased land to the Northeast Louisiana Delta African American Heritage Museum for the construction of the Museum and set forth the Museum's obligations with respect to the property;

WHEREAS, the City desires to cooperate in the continuing operation and any success of the Museum and has appropriated funds for that purpose;

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 provision of funds under a cooperative endeavor agreement will serve a public purpose by increasing economic development through tourism, promoting and preserving African-American history and culture, and providing unique opportunities for cultural education and development which are not otherwise available;

WHEREAS, the City will receive commensurate value by ensuring that the Museum can continue to offer valuable exhibitions and to provide resources and educational opportunities to our region; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and The Ouachita African American Historical Society 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 Ouachita African American Historical Society d/b/a Northeast Louisiana Delta African American Heritage Museum.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

OUACHITA AFRICAN AMERICAN HISTORICAL SOCIETY D/B/A NORTHEAST LOUISIANA DELTA AFRICAN AMERICAN HERITAGE MUSEUM

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as October __, 2024 (the “Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision, and the Northeast Louisiana Delta African American Heritage Museum (“Museum”), a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

RECITALS

WHEREAS, the Northeast Louisiana Delta African American Heritage Museum is dedicated to the preservation and promotion of African American culture and history, featuring an extensive collection of African-American art and culture, including local and regional artists;

WHEREAS, open since 1994, the Northeast Louisiana Delta African American Heritage Museum provides valuable educational opportunities to our community, attracts visitors to the City of Monroe, and helps preserve the rich cultural history of our area and region;

WHEREAS, by Cooperative Endeavor Agreement (Ord. No. 9949), the City leased land to the Northeast Louisiana Delta African American Heritage Museum for the construction of the Museum and set forth the Museum’s obligations with respect to the property;

WHEREAS, the City desires to cooperate in the continuing operation and any success of the Museum and has appropriated funds for that purpose;

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, this CEA and the provision of funds thereunder will serve a public purpose by increasing economic development through tourism, promoting and preserving African-American history and culture, and providing unique opportunities for cultural education and development which are not otherwise available;

WHEREAS, the City receives commensurate value under this CEA by ensuring that the Museum can continue to offer valuable exhibitions and to provide resources and educational opportunities to our region.

AGREEMENT

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

I. Term and Termination

This CEA shall terminate one year from the Effective Date. If the Museum breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving written notice, the CEA shall be terminated, and the Museum shall return all funds disbursed under this CEA to the City.

II. Museum’s Obligations

Museum shall:

1. Maintain the premises of the Museum;
2. Remove and maintain all weeds, growth, and underbrush on the right of way between

the Museum and Millhaven Road that obstructs the view of the Museum from Millhaven Road;

3. Ensure that the Museum remains open, available, and accessible to the public during the term of this CEA;
4. Provide the City with a quarterly report of the Museum's activities, due within ninety (90) days after receipt of the funds hereunder and quarterly thereafter, identifying:
 - a. The opportunities, services, and programs made available to City residents during the previous quarter; and
 - b. The funds spent during the quarter in compliance with the commitments set forth in this CEA.
5. Provide a yearly list to the City with the number of visitors to the Museum;
6. Recognize the City as a sponsor of major Museum events;
7. Promote the Museum and other historical sites, art and cultural events which occur in Ouachita Parish and the Northeast Louisiana area through advertising, including social media outreach; and
8. Provide visitors with a list of restaurants, shopping areas and other attractions within the City.

III. City's Obligations

City shall disburse the budgeted amount of \$25,000 for use by the Museum under this CEA. The City shall have no further obligations to the Museum.

IV. Indemnity

The Museum shall hold defend, indemnify, exempt and hold harmless the City, its officials, agents, employees, and insurers (the "City Indemnitees"), to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City) from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to this Agreement or the performance or breach of any of Museum's obligations under this Agreement. Museum's agreement to defend and indemnify the City Indemnitees is contractual in nature and should be construed broadly and to the fullest extent permitted by law. Museum's indemnity obligations shall survive the termination of this CEA.

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

*** SIGNATURE PAGE FOLLOWS ***

IN WITNESS whereof the parties have executed this Agreement as of the date first set forth above.

WITNESSES:

CITY OF MONROE

BY: _____
Stacey Rowell, Director of Administration

WITNESSES:

OUACHITA AFRICAN AMERICAN
HISTORICAL SOCIETY

BY: _____
Ross Slacks, Executive Director

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH RED WHITE AND BLUE AIRSHOW INC AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the 2024 Red, White, and Blue Airshow brought in thousands of visitors to Monroe from all over the country, spurred economic activity within the City, and served a beneficial public purpose by promoting and showcasing the City of Monroe and its airport;

WHEREAS, the City of Monroe desires to participate in the 2025 presentation of the Red, White, and Blue Airshow: Saluting America’s Heroes at the Monroe Regional Airport to increase tourism and economic activity and to take advantage of the communication opportunities within Louisiana, Arkansas, and Mississippi;

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 cooperative endeavor agreement will serve a public purpose by increasing economic development through tourism, spurring retail economic activity, and providing unique entertainment opportunities in our region which are otherwise not available;

WHEREAS, the City will receive commensurate value through economic activity and marketing generated by the Red, White, and Blue Airshow; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Red White and Blue Airshow Inc. is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with the Red White and Blue Airshow 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 October 22, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

RED WHITE AND BLUE AIRSHOW INC.

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as October __, 2024 (the “Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision, and the Red White and Blue Airshow Inc. (the “Airshow”), a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

RECITALS

WHEREAS, the 2024 Red, White, and Blue Airshow brought in thousands of visitors to Monroe from all over the country, spurred economic activity within the City, and served a beneficial public purpose by promoting and showcasing the City of Monroe and its regional airport;

WHEREAS, the City of Monroe desires to participate in the 2025 presentation of the Red, White, and Blue Airshow: Saluting America’s Heroes at the Monroe Regional Airport to increase tourism and economic activity and to take advantage of the communication opportunities within Louisiana, Arkansas, and Mississippi;

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, this CEA will serve a public purpose by increasing economic development through tourism, spurring retail economic activity, and providing unique entertainment opportunities in our region which are otherwise not available;

WHEREAS, the City receives commensurate value under this CEA through economic activity and marketing generated by the Red, White, and Blue Airshow.

AGREEMENT

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

I. Term and Termination

This CEA shall commence on the effective date and terminate on May 30, 2025. If the Airshow breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving written notice, the CEA shall be terminated.

II. Airshow Obligations

Airshow shall:

1. Hold the Red White & Blue Airshow: Saluting America’s Heroes at the Monroe Regional Airport on May 2, 3, and 4, 2025;
2. Be responsible for all costs associated with organizing and conducting the Red White & Blue Airshow, including, but not limited to, setup, security, parking, operational costs, sanitation, and cleanup, provided, however, that the City may require Airshow to coordinate the provision of such services with the City, and the City may, within its sole discretion, make available services, personnel, or other non-monetary assistance to the Airshow;

3. Obtain all necessary permits, approvals, waivers, and clearances required for the Red White & Blue Airshow from all relevant governmental authorities, including the City of Monroe and the Federal Aviation Administration;
4. List the City of Monroe as an airshow sponsor on all Red White & Blue Airshow posters, newspaper ads, airshow banners, radio commercials, social media, websites, and any other forms of promotion that Airshow, or its affiliates, does, which includes advertising within a 150-mile radius in MS, AR, & LA;
5. Announce the City of Monroe as a sponsor frequently throughout the Red White & Blue Airshow; and
6. No later than May 30, 2025, prepare and submit an estimate of the economic impact generated by the Red White & Blue Airshow, including the number of attendees and, if known, hotel usage, restaurant usage, shopping and other recreational activities, and the approximate amount spent on each activity.

III. City Obligations

The City's sole obligation is to make available, provide, and offer to the Airshow the use of the Monroe Regional Airport, and its appurtenant property, for the Red White & Blue Airshow. The property is made available on an as-is basis, without any warranty, express or implied, as to its fitness for use for the Airshow's intended purpose. The City reserves the right to control or limit the use of or access to its property.

IV. Indemnity

Airshow is solely responsible for any legal liability arising out of or relating to this CEA, hosting, conducting, and operating the Red White & Blue Airshow, and the performance of any of its obligations under the CEA. Airshow shall hold defend, indemnify, exempt and hold harmless the City, its officials, agents, employees, and insurers (the "City Indemnitees"), to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City, Airshow, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Airshow's operations, or anything done or omitted by Airshow under this CEA except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the grossly negligent or intentional acts or omissions of City, its agents or employees. Airshow agrees to defend and to indemnify the City, including its insurers, employees, officials, and agents, and to hold the same harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to this CEA, hosting, conducting, and operating the Airshow, and the performance or breach of any of Airshow's obligations under this CEA. Airshow's agreement to defend and indemnify this City is contractual in nature and should be construed broadly and to the fullest extent permitted by law. Airshow's defense and indemnity obligations shall survive the termination of this Agreement.

V. Insurance

Foundation shall be required to maintain, at its sole cost and expense: Worker's Compensation Liability in accordance with Louisiana statutory requirements; Commercial General Liability Insurance or Event Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability; and Umbrella Liability or Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The City shall be named as an additional insured on all policies of insurance.

VI. Auditors Clause.

The parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this contract.

Witnesses:

City of Monroe

Stacey Rowell, Director of Administration

Witnesses:

Red White and Blue Airshow Inc.

Hollie Boudreaux, Director

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH FRIENDS OF CHENNAULT AVIATION AND MILITARY MUSEUM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Chennault Aviation & Military Museum honors veterans and soldiers from WWI through Operation Iraqi Freedom, housing expansive collections of artifacts and stories of the men and women who have served our country;

WHEREAS, open since 2000, the Chennault Aviation & Military Museum provides valuable educational opportunities to our community, attracts visitors to the City of Monroe, and helps preserve the rich cultural history of our area and region;

WHEREAS, the City desires to cooperate in the continuing operation, expansion, and success of the Museum and has appropriated funds for that purpose;

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 cooperative endeavor agreement and the provision of funds thereunder will serve a public purpose by increasing economic development through tourism, promoting and supporting our veterans, and providing unique opportunities for cultural education and development which are not otherwise available;

WHEREAS, the City will receive commensurate value by ensuring that the Museum can continue to offer valuable exhibitions that attract visitors and to provide resources and educational opportunities to our region; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Friends of Chennault Aviation and Military Museum 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 Friends of Chennault Aviation and Military Museum.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

FRIENDS OF CHENNAULT AVIATION AND MILITARY MUSEUM

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as October __, 2024 (the “Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision, and the Friends of Chennault Aviation and Military Museum (the “Museum”), a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

RECITALS

WHEREAS, the Chennault Aviation & Military Museum honors veterans and soldiers from WWI through Operation Iraqi Freedom, housing expansive collections of artifacts and stories of the men and women who have served our country;

WHEREAS, open since 2000, the Chennault Aviation & Military Museum provides valuable educational opportunities to our community, attracts visitors to the City of Monroe, and helps preserve the rich cultural history of our area and region;

WHEREAS, the City desires to cooperate in the continuing operation, expansion, and success of the Museum and has appropriated funds for that purpose;

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, this CEA and the provision of funds thereunder will serve a public purpose by increasing economic development through tourism, promoting and supporting our veterans, and providing unique opportunities for cultural education and development which are not otherwise available;

WHEREAS, the City receives commensurate value under this CEA by ensuring that the Museum can continue to offer valuable exhibitions and to provide resources and educational opportunities to our region.

AGREEMENT

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

I. Term and Termination

This CEA shall terminate one year from the Effective Date. If the Museum breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving written notice, the CEA shall be terminated, and the Museum shall return all funds disbursed to it under this CEA to the City.

II. Museum’s Obligations

Museum shall:

1. Maintain the premises of the Museum;
2. Ensure that the Museum remains open, available, and accessible to the public during the term of this CEA;
3. Provide the City with a quarterly report of the Museum’s activities, due within ninety (90) days after receipt of the funds hereunder and quarterly thereafter, identifying:

- a. The opportunities, services, and programs made available to City residents during the previous quarter; and
 - b. The funds spent during the quarter in compliance with the commitments set forth in this CEA.
4. Provide a yearly list to the City with the number of visitors to the Museum;
 5. Recognize the City as a sponsor of major Museum events;
 6. Promote the Museum and other historical sites, art and cultural events which occur in Ouachita Parish and the Northeast Louisiana area through advertising, including social media outreach; and
 7. Provide visitors with a list of restaurants, shopping areas and other attractions within the City.

III. City's Obligations

City shall disburse the budgeted amount of \$25,000 for use by the Museum under this CEA. The City shall have no further obligations to the Museum.

IV. Indemnity

The Museum shall hold defend, indemnify, exempt and hold harmless the City, its officials, agents, employees, and insurers (the "City Indemnitees"), to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City) from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to this Agreement or the performance or breach of any of Museum's obligations under this Agreement. Museum's agreement to defend and indemnify the City Indemnitees is contractual in nature and should be construed broadly and to the fullest extent permitted by law. Museum's indemnity obligations shall survive the termination of this CEA.

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

IN WITNESS whereof the parties have executed this CEA as of the date first set forth above.

WITNESSES:

CITY OF MONROE

BY: _____
 Stacey Rowell, Director of Administration

WITNESSES:

**FRIENDS OF CHENNAULT AVIATION
 AND MILITARY MUSEUM**

BY: _____
 Nell Calloway, Executive Director

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE UNIVERSITY OF LOUISIANA MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the University of Louisiana Monroe (ULM) seeks to install surface weather stations, known as micronets, at City parks and facilities in the City of Monroe for the purpose of gathering weather data to improve local climate research, public safety, and emergency preparedness measures in Monroe;

WHEREAS, the City of Monroe desires to support weather monitoring and research efforts that benefit its citizens by increasing public safety and climate awareness;

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 cooperative endeavor agreement will serve a public purpose by supporting research and data collection that contributes to the improvement of weather forecasting, public safety, and public health initiatives within the City;

WHEREAS, the City will receive commensurate value through access to critical weather data that will aid in public safety strategies and contribute to protection of residents in the event of extreme weather conditions; and

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

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 22, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

THE UNIVERSITY OF LOUISIANA AT MONROE

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as October ____, 2024 (the “Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision, and the University of Louisiana Monroe, a Louisiana public institution of higher education (“ULM”).

RECITALS

WHEREAS, ULM seeks to install surface weather stations, known as micronets, at City parks and facilities for the purpose of gathering weather data to improve local climate research, public safety, and emergency preparedness measures in Monroe

WHEREAS, ULM’s project aims to gather data on extreme temperatures and other high-impact weather conditions to better understand the relationship between climate and public health in Monroe;

WHEREAS, the City desires to support initiatives that enhance public safety and environmental awareness, including projects aimed at improving weather-related protections;

WHEREAS, the City owns certain parks and facilities that are suitable for hosting such equipment;

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, this CEA and the provisions thereunder will serve a public purpose by supporting research and data collection that contributes to improving weather forecasting, public safety, and public health initiatives within the City.

WHEREAS, the City receives commensurate value under this CEA through access to critical weather data that will aid in public safety strategies and contribute to protection of residents in the event of extreme weather conditions.

AGREEMENT

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

I. ULM's Obligations:

ULM shall:

1. Install surface weather stations at the following locations:
 - Triangle Park
 - Magnolia Park
 - Monroe Civic Center
 - Anna Gray Noe Park
 - Benoit Recreational Area
 - Children's Park
 - Jesse Williams Park
2. Be responsible for all costs associated with the installation, maintenance, operation, and removal of the micronets. Installation and operation must be conducted in a manner that does not interfere with the public or the City's use of the parks or facilities.
3. Obtain all necessary permits, approvals, waivers, and clearances from relevant authorities for the installation and operation of the micronets.
4. Provide the City of Monroe with full access to all data collected by the micronets at no cost.
5. Coordinate with City officials to ensure that the placement of the micronets does not interfere with the intended use of the City's property, including any recreational activities, events, or public gatherings. The City reserves the right to approve all specific installation locations to ensure compliance with this requirement.

II. City Obligations

The City's sole obligation under this Agreement is to make available and provide to ULM the property identified in Section I for the purpose of installing and operating the micronets.

III. Term

The term of this Cooperative Endeavor Agreement shall be from the date of execution of this Agreement, until December 31, 2028. The City reserves the right, at its sole discretion, to remove the micronets from City property at any time, with or without cause. If the City exercises this right, ULM shall promptly remove all equipment and restore the site to its original condition. A joint evaluation of this Agreement will be initiated by designated representatives at least ninety (90) days prior to the termination date. Following the evaluation, the Agreement may be renewed and resigned for an additional three (3) year period.

IV. Cancellation of Agreement

This agreement may be terminated by either party. Additionally, if ULM fails to undertake its commitments under this Agreement, this Agreement shall be cancelled.

V. Auditors Clause

The parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this contract.

Witnesses:

City of Monroe

Stacey Rowell, Director of Administration

Witnesses:

University of Louisiana Monroe

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR FY 2025 SECTION 5339 FUNDS FOR BUSES AND BUS FACILITIES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Louisiana Department of Transportation and Development, Public Transportation Section, has issued a call for projects for available FTA Section 5339 (Grants for Buses and Bus Facilities Program) funds for fiscal year 2025; and

WHEREAS, the City of Monroe desires to submit an application for up to \$1,000,000.00 towards the construction of a new terminal facility, which will require up to a 20% local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis is hereby authorized to apply for funding, submit an application in response to the call for projects for available FTA Section 5339 (Grants for Buses and Bus Facilities Program) funds for fiscal year 2025, and execute all documents necessary to apply for and seek said funding.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE LA 15 (WINNSBORO ROAD) STREETSCAPING PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will add a 30-day extension to the assembly period for the LA 15 (Winnsboro Road) Streetscaping Project; and

WHEREAS, Change Order No. 1 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 1 for the LA 15 (Winnsboro Road) Streetscaping Project.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK

CHANGE ORDER

No. 1

Dated: October 3, 2024

OWNER'S Contract No.: _____ ENGINEER'S Project No.: 245801

Project: **STATE PROJECT NO. H.007531
LA 15 (WINNSBORO ROAD) STREETSCAPING PROJECT**

CONTRACTOR: JD'S REBAR AND CONSTRUCTION, INC.

Contract For: Sidewalk & Lighting Construction Contract Date: August 7, 2024

To: JD'S REBAR AND CONSTRUCTION, INC.
Contractor

You are directed to make the changes noted below in the subject Contract:

City of Monroe
Owner

By: Friday Ellis - Mayor
Dated: October 22, 2024

Nature of Changes: 30 day extension to Assembly Period

Enclosures: Change Order #1 Detail

These changes result in the following adjustments to the Contract Price and Contract Time:

| | |
|---|------------------------|
| Contract Price Prior to This Change Order: | \$ <u>1,970,546.67</u> |
| Net (Increase) Resulting from this Change Order: | \$ <u>0.00</u> |
| Current Contract Price Including this Change Order: | \$ <u>1,970,546.67</u> |

Contract Time Prior to This Change Order: 210 Days
Net (Add) Resulting from This Change Order: 0 Days
Current Contract Time Including This Change Order: 210 Days

The Above Changes Are Recommended:

S. E. HUEY CO.
Project Engineer

By: Brad Anzalone, P.E.

Date: _____

The above Changes Are Approved As Recommended:

City of Monroe
Owner

By: Friday Ellis - Mayor

Date: _____

The above Changes Are Accepted:

JD's Rebar & Construction, Inc.
Contractor

By: John Harley Jr. - Manager

Date: _____

SMGR0005

| | | | |
|--|--------------------------------------|------------------------|------------|
| Louisiana Department of Transportation and Development Change Order Report | | NO. | 001 |
| | | Date: | 09/19/2024 |
| S.P. NO. | H.007531.6 | F.A.P. NO. | H007531 |
| Name: | LA 15 (WINNSBORO ROAD) STREETSCAPING | Primary Parish: | Ouachita |
| LA 15 | | Category 1 / 5E | |
| This change order requires an LADOTD authorizer | | | |
| This change order requires the Chief Engineer as an authorizer | | | |

Change Order No. 001 - Assembly Period Extension
Reason Code: 5E - Contractor - Other

Original Bid Value: \$1,970,546.67
Original Contract Time: 210 working days
Contractor: JD's Rebar & Construction, Inc.
Delivery Method: Design, Bid, Build
District/Parish: District 05/Ouachita Parish

Route: LA 15 C.S. 026-10 (Log Mile 8.322 - Log Mile 9.174), Non-NHS Route

Specification Year : 2016 Standard Specifications for Roads and Bridges
Project Manager: Meek, Stephen

ASSEMBLY PERIOD:
Original Bid: 30 Calendar Days

Let Date: June 12, 2024
Award Date: June 25, 2024
Notice of Contract Execution: August 7, 2024
Notice to Proceed: September 6, 2024
First Charged Day: N/A

PROJECT DESCRIPTION:
State Project No. H.007531 is a 0.852 mile long project located on LA 15 in Ouachita Parish. The project consists of clearing and grubbing, sidewalks, lighting, and related work.

PURPOSE:
The purpose of this change order is to extend the current 30 calendar day assembly period to 60 calendar days.

EXPLANATION:
The contractor, JD's Rebar & Construction, notified the Project Engineer via phone call prior to issuance of NTP that their supplier for electrical equipment was unable to provide needed equipment in a timely manner. According to the supplier, some materials have up to an 18 week lead time. The contractor submitted a letter to the Project Engineer requesting to extend the current 30 calendar day assembly period to 60 calendar days due to the delays. In addition to requesting to extend the current assembly period, the contractor's letter agrees to maintain the original contract bid prices.

TIME REQUEST:
This change order will extend the current assembly period from 30 calendar days to 60 calendar days. This assembly period extension request has been reviewed and determined to be acceptable. Upon being fully executed, this change order will revise the current assembly period duration but will not extend the overall contract duration.

SPECIFICATIONS:
Upon execution of this change order, the current assembly period will be extended from 30 calendar days to 60 calendar days. The new assembly period will be set to expire on November 5, 2024.

ATTACHMENTS:
(1) Change Order No. 001 Category Worksheet
(2) Assembly Period Extension Letter

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.

No items on this change order.

Requested By:

Recommended By:

Anzalone, Brad
Resident Engineer

Date: _____

District Administrator

Date: _____

Accepted By:

CITY OF MONROE
Contractor

Date: _____

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

State Project No. H.007531.6
Plan Change #001
Draft

Original Contract Cost: \$1,970,546.66
Total Approved Change Order to date: \$0.00
% of Total Approved Cost: 0.000%

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE NORTH 6TH ST. IMPROVEMENTS (LOUISVILLE AVE. TO STUBBS AVE.) PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will decrease the contract amount for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project by \$52,113.60 and add 7 additional calendar days to the contract time; and

WHEREAS, Change Order No. 1 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 1 for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project.

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 October 22, 2024.

CHAIRPERSON

CITY CLERK

CHANGE ORDER

No. 1

PROJECT: NORTH 6TH STREET IMPROVEMENTS
(LOUISVILLE AVE. - STUBBS AVE.)

DATE OF ISSUANCE: September 25, 2024

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

CONTRACTOR: Amethyst Construction, Inc.
(Name, 215 Industrial Parkway
Address) West Monroe, LA 71291

OWNERS Project No. N/A

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

CONTRACT FOR: North 6th Street Improvements

ENGINEER's Project No. 21E057.17(003)

You are directed to make the following changes in the Contract Documents.

Description: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction.

Purpose of Change Order: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction to help promote positive drainage in an area with multiple conflicts as well as temporary striping for the pilot program and the removal of permanent striping.

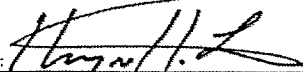
Attachments: Revised contract time.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|--|---|
| Original Contract Price: \$1,079,545.60 | Original Contract Time: (days or date) 60 days |
| Previous Change Orders No. ___ to No. ___ \$0.00 | Net change from previous Change Orders: 0 days |
| Contract Price prior to this Change Order: \$1,079,545.60 | Contract Time prior to this Change Order: (days or date) 60 days |
| Net Increase (Decrease) of this Change Order: (\$52,113.60) | Net Increase (Decrease) of this Change Order: (days) 7 Days |
| Contract Price with all approved Change Orders \$1,027,432.00 | Contract Time with all approved Change Orders 67 days |

RECOMMENDED
LAZENBY & ASSOCIATES, INC.

APPROVED
CITY OF MONROE

APPROVED
AMETHYST CONSTRUCTION, INC.

BY: 
ENGINEER
HAGAN H. LAWRENCE, P.E.

BY: _____
OWNER
STACEY ROWELL, DIR. OF ADMIN.

BY: 
CONTRACTOR
BEN HOLDMAN, VICE PRESIDENT

NORTH 6TH STREET IMPROVEMENTS

CHANGE ORDER NO. 1

L&A, INC. PROJECT NO. 21E067.17 (003)

September 25, 2024

| Item No. | Item Description | Unit Price | Units | Quantity Prior to This Change Order | Revised Quantity | Amount Over/Under |
|--------------|---|-------------|----------|-------------------------------------|------------------|-------------------|
| 201-01-00100 | Removal of Structures and Obstructions | \$70,000.00 | Lump Sum | 100% | 100% | \$0.00 |
| 202-02-06080 | Removal of Combination Concrete Curb and Gutter | \$45.00 | Lin. Ft. | 200 | 137 | (\$2,835.00) |
| 402-01-00100 | Traffic Maintenance Aggregate (Vehicular Measurement) | \$130.00 | Cu. Yd. | 200 | 81.1 | (\$18,057.00) |
| 502-01-00100 | Superpave Asphaltic Concrete | \$165.00 | Ton | 593.1 | 395.4 | (\$32,620.50) |
| 502-01-00200 | Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous | \$165.00 | Ton | 113.3 | 66.9 | (\$7,821.00) |
| 509-01-00100 | Cold Planing Asphaltic Pavement | \$7.00 | Sq. Yd. | 3669 | 3806 | \$959.00 |
| 510-01-00200 | Pavement Patching (12 Inch Minimum Thickness) | \$275.00 | Sq. Yd. | 576 | 514 | (\$17,050.00) |
| 701-03-01001 | Storm Drain Pipe (15" RCP) | \$350.00 | Lin. Ft. | 128 | 109 | (\$5,650.00) |
| 701-03-01021 | Storm Drain Pipe (18" RCP) | \$375.00 | Lin. Ft. | 68 | 64 | (\$1,500.00) |
| 701-03-01081 | Storm Drain Pipe (36" RCP) | \$900.00 | Lin. Ft. | 8 | 8 | \$0.00 |
| 701-15-00100 | Concrete Collar | \$3,250.00 | Each | 13 | 9 | (\$13,000.00) |
| 702-02-00100 | Manholes (MH-06) | \$15,000.00 | Each | 2 | 2 | \$0.00 |
| 702-03-00100 | Catch Basins (CB-01) | \$12,500.00 | Each | 6 | 6 | \$0.00 |
| 702-03-00500 | Catch Basins (CB-06) | \$11,500.00 | Each | 4 | 4 | \$0.00 |
| 702-04-00100 | Adjusting Manholes | \$3,600.00 | Each | 10 | 10 | \$0.00 |
| 707-03-00100 | Combination Concrete Curb and Gutter | \$125.00 | Lin. Ft. | 200 | 186 | (\$1,750.00) |
| 713-01-00100 | Temporary Signs and Barricades | \$45,000.00 | Lump Sum | 100% | 100% | \$0.00 |
| 713-02-00300 | Temporary Pavement Markings (8" Width) | \$1.50 | Lin. Ft. | 67 | 84 | \$25.50 |
| 713-02-00500 | Temporary Pavement Markings (24" Width) | \$1.00 | Lin. Ft. | 80 | 87 | \$7.00 |
| 713-03-02000 | Temporary Pavement Markings (Broken Line) (4" Width) (10' Length) | \$1,700.00 | Mile | 0.227 | 0.000 | (\$386.90) |
| 713-04-01000 | Temporary Pavement Markings (Solid Line) (4" Width) | \$2,800.00 | Mile | 0.482 | 0.000 | (\$1,349.60) |
| 726-01-00100 | Bedding Material | \$136.00 | Cu. Yd. | 63.8 | 41.7 | (\$2,983.50) |
| 727-01-00100 | Mobilization | \$90,000.00 | Lump Sum | 100% | 100% | \$0.00 |
| 731-02-00100 | ReflectORIZED Raised Pavement Markers | \$13.00 | Each | 31 | 0 | (\$403.00) |
| 732-01-02040 | Plastic Pavement Striping (8" Width) (Thermoplastic 125 MIL) | \$9.00 | Lin. Ft. | 67 | 0 | (\$603.00) |
| 732-01-02080 | Plastic Pavement Striping (24" Width) (Thermoplastic 125 MIL) | \$26.00 | Lin. Ft. | 80 | 0 | (\$2,080.00) |
| 732-02-02000 | Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 MIL) | \$6,500.00 | Mile | 0.482 | 0.000 | (\$3,133.00) |
| 732-03-02000 | Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 MIL) | \$1,800.00 | Mile | 0.227 | 0.000 | (\$408.60) |
| 739-01-00100 | Hydro-Seeding | \$10,000.00 | Acre | 0.17 | 0.17 | \$0.00 |
| 740-01-00100 | Construction Layout | \$8,400.00 | Lump Sum | 100% | 100% | \$0.00 |
| TS-742-37003 | Sanitary Sewer Service | \$12,200.00 | Each | 2 | 2 | \$0.00 |
| TS-742-80100 | Sewer Point Repairs | \$13,000.00 | Each | 11 | 13 | \$26,000.00 |
| S-001 | Final Clean-up and Erosion Control | \$12,500.00 | Lump Sum | 100% | 1 | \$0.00 |
| CO-01a | MH 14X9 | \$28,700.00 | Lump Sum | 0 | 1 | \$28,700.00 |
| CO-01b | Temporary Striping (Tape) | \$4,825.00 | Lump Sum | 0 | 1 | \$4,825.00 |

(\$52,113.60)

ORIGINAL CONTRACT AMOUNT:
TOTAL OF PREVIOUS CHANGE ORDERS:
NET DECREASE (INCREASE) THIS CHANGE ORDER:
REVISED CONTRACT AMOUNT:

\$1,079,545.60
\$0.00
(\$52,113.60)
\$1,027,432.00

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO, 12,192, RE-APPROVING AN ADMINISTRATIVE REORGANIZATION, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, under Section 4-11 of the City of Monroe Charter, the Mayor has the “right as chief executive officer to propose to the council the creation, change, alteration, combination or abolition of City departments, offices or agencies and/or the reallocation of the functions, powers, duties and responsibilities of such departments, offices or agencies, including those provided for in [the] charter”;

WHEREAS, on August 16, 2023, Mayor Friday Ellis submitted a “Proposed Administrative Reorganization” to the City Council, which reallocated the Planning and Urban Development Director’s functions, powers, and duties specified in Sections 4-08(B)(5) and (6) to the City Engineer;

WHEREAS, on September 12, 2023, City Council adopted Ordinance 12,192 which approved the administrative reorganization and “amended, reallocated, restated, and re-enacted” Sections 4-07 and 4-08 of the Charter to conform to the approved reorganization; and

WHEREAS, City Council desires to repeal Ordinance 12,192 to disclaim and remove any purported amendments to the City of Monroe Charter but also desires to maintain its approval of the Mayor’s August 16, 2023, Proposed Administrative Reorganization.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Ordinance No. 12,192 is hereby repealed; and

BE IT FURTHER ORDAINED that the “Proposed Administrative Reorganization” submitted to the Council by Mayor Friday Ellis on August 16, 2023, is hereby approved.

This Ordinance was introduced on the October 22, 2024.

Notice published on November ____, 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the November ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE AMENDING SECTION 36-20 (TAP FEES) OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe owns, operates, and maintains its water system, and generates funds to operate and maintain the system from fees and charges assessed against users of the system;

WHEREAS, there are labor, equipment, and material costs associated with the installation of water taps for users, and the City has charged water tap fees to offset those costs;

WHEREAS, the City of Monroe last updated its fees for installing water taps in 2006 (Ord. No. 10,600), and the cost of materials, equipment, and labor have substantially increased since that time; and

WHEREAS, the City Council desires to amend Section 36-20 of the City of Monroe Code, entitled "Tap Fees" to establish new rates to install water taps and service lines to offset these costs.

NOW, THEREFORE, BE IT ORDAIN by the City Council of the City of Monroe, in legal session convened, that Section 36-20 of the Code of Ordinances of Monroe, Louisiana, is hereby amended to read as follows:

Sec. 36-20. Tap Fees

The following fees shall be paid to the city for tapping the main, laying service line to existing or proposed curb lines, and materials and equipment necessary therefor:

- | | | |
|----|---|----------|
| 1. | Residential utility water tap fees for ¾-inch taps | \$690.00 |
| 2. | Residential utility water tap fees for 1-inch taps | \$780.00 |
| 3. | The fee for all taps greater than 1-inch, including commercial taps and fire line taps, shall be the actual cost of all materials, equipment, and labor associated with or related to tapping the main and laying the service line, plus ten percent (10%) for administrative overhead costs. | |

When any paved street or sidewalk is to be cut, an extra charge will be made, the amount of which shall be furnished and paid when the application for the connection permit is made.

This Ordinance was introduced on October 22, 2024.

Notice published on October _____, 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

Sec. 36-20. Tap fees.

The following fees shall be paid to the city for tapping the main, laying service line to existing or proposed curb lines, and for materials and equipment necessary therefor:

1. Residential utility water tap fees for ¾-inch taps ~~\$575.00~~ \$690.00
2. Residential utility water tap fees for 1-inch taps ~~650.00~~ \$780.00
3. The fee for all taps above one inch, all commercial taps, and all fire line taps shall be the actual cost of all materials, equipment, and labor associated with or related to tapping the main and laying the service line, plus ten percent (10%) for administrative overhead costs.

When any paved street or sidewalk is to be cut, an extra charge will be made, the amount of which shall be furnished and paid when the application for the connection permit is made.

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING SECTIONS 24-7 (PENALTIES) AND 24-8 (COSTS) OF THE CITY OF MONROE CODE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the elimination of blight and nuisances throughout the City is essential to the health, safety, and wellbeing of the community;

WHEREAS, the City of Monroe enacted Chapter 24 of the City of Monroe Code, entitled "Procedures for Abatement" to provide for the enforcement and administrative adjudication of code violations related to blight and nuisances (Ord. No. 11,732);

WHEREAS, as part of the enactment, the City Council established fines for code violations and permitted the assessment of costs for enforcement and adjudication (Ord Nos. 11,732 and 11,737); and

WHEREAS, to further deter blight and nuisances throughout the City, the City Council desires to increase the penalties for code violations provided in Section 24-7 of the Code and to establish certain costs for administrative enforcement and adjudication in Section 24-8 of the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that Sections 24-7 and 24-8 of the Code of Ordinances of Monroe, Louisiana, are hereby amended to read as follows:

Sec. 24-7. Penalties

- (a) The penalty for each violation shall not exceed the maximum that may be imposed by municipal court as provided in R.S. 13:2575 *et seq.*, or the fine imposed by ordinance of the city council.
- (b) Each day that violation(s) continue after due notice has been served shall be deemed a separate offense at a rate set by the city council.
- (c) A schedule of penalties may be established by ordinance providing penalty amounts, consistent with subpart (a), for specific Code violation(s).
- (d) Environmental court fines.
 - (1) The fine for all first offense code violations shall be \$200.00 or less.
 - (2) The fine for all second offense code violations shall be \$400.00 or less.
 - (3) The fine for all subsequent code violations following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.
 - (4) Daily fines may be imposed for code violations but shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Total daily fines for residential properties shall not exceed five thousand dollars (\$5,000.00).
 - (5) Upon proof of age, all senior citizens, sixty-five (65) and older, shall be given an

additional thirty (30) days prior to enforcement under section 24-8(b).

Sec. 24-8. Costs.

- (a) Costs and expenses that may be recovered and enforced against a violator under this article include:
- (1) The city's direct cost for abatement;
 - (2) Costs of the investigation, enforcement, and/or remediation or abatement of a violation;
 - (3) City costs for equipment use or rental if required for abatement;
 - (4) Attorney's fees if attorney other than city attorney or assistant city attorney provides services;
 - (5) Hearing and/or court costs, which shall be fixed at one hundred dollars (\$100.00) per case or less, plus hearing officer and witness fees. In the event the city attorney or assistant city attorneys cannot serve as the hearing officer the rate of pay for such hearing officer shall be set by the city council.
 - (6) Costs of technical services and studies as may be required for abatement;
 - (7) Costs of monitoring programs necessary for correcting, monitoring, abating or mitigating violations;
 - (8) Any expense reasonably and rationally related to the city's enforcement action(s) to bring violation(s) into compliance or to abate and/or correct a violation of local, state or federal law.
 - (9) If payment is not received within thirty (30) days of personal service the mailing of the notice or statement of costs, or following any appeal hearing upholding all or part of the costs, the city may issue a demand of payment. A demand of payment shall be mailed to a violator and provide notice that, if payment is not received by the date indicated in the demand, the city may lien the property that was subject to the enforcement/abatement action for all applicable costs.

This Ordinance was introduced on October 22, 2024.

Notice published on October _____, 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

Sec. 24-7. Penalties.

- (a) The penalty for each violation shall not exceed the maximum that may be imposed by municipal court as provided in R.S. 13:2575 et seq., or the fine imposed by ordinance of the city council.
- (b) Each day that violation(s) continue after due notice has been served shall be deemed a separate offense at a rate set by the city council.
- (c) A schedule of penalties may be established by ordinance providing penalty amounts, consistent with subpart (a), for specific Code violation(s).
- (d) Environmental court fines.
 - (1) The fine for all first offense code violations shall be \$200.00 or less.
 - (2) The fine for all second offense code violations shall be \$400.00 or less.
 - (3) The fine for all subsequent code violations following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.
 - (4) Daily fines may be imposed for code violations but shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Total daily fines for residential properties shall not exceed five thousand dollars (\$5,000.00).
 - (5) Upon proof of age, all senior citizens, sixty-five (65) and older, shall be given an additional thirty (30) days prior to enforcement under section 24-8(b).

| Type of Violation | Amount of Fine |
|--|---------------------|
| 1st Offense—High grass & weeds | \$100.00 |
| 2nd Offense—High grass & weeds | 200.00 |
| 1st Offense—Inoperable vehicle | 50.00 |
| 2nd Offense—Inoperable vehicle | 200.00 |
| 1st Offense—Littering/illegal dumping/discarded items | 50.00 |
| 2nd Offense—Littering/illegal dumping/discarded items | 200.00 |
| 1st Offense—Derelict/unsecure structure | 50.00 |
| 2nd Offense—Derelict/unsecure structure | 200.00 |

~~All other first offense nuisance violations not listed above shall be set at fifty dollars (\$50.00) per violation or less.~~

~~All other second offense nuisance violations not listed above shall be set at two hundred dollars (\$200.00) per violation or less.~~

~~Any subsequent violation following a second offense violation shall be set at four hundred fifty dollars (\$450.00) or less.~~

~~Daily fines shall not exceed fifty dollars (\$50.00) per day per violation for residential properties and two hundred fifty dollars (\$250.00) per day per violation for commercial properties. Fines for residential properties shall not exceed five thousand dollars (\$5,000.00).~~

Upon proof of age, all senior citizens, sixty five (65) and older, shall be given an additional thirty (30) days prior to enforcement under section 24-8(b).

(Ord. No. 11,732, 9-27-16; Ord. No. 11,737, 10-25-16)

Sec. 24-8. Costs.

- (a) Costs and expenses that may be recovered and enforced against a violator under this article include:
- (1) The city's direct cost for abatement;
 - (2) Costs of the investigation, enforcement, and/or remediation or abatement of a violation;
 - (3) City costs for equipment use or rental if required for abatement;
 - (4) Attorney's fees if attorney other than city attorney or assistant city attorney provides services;
 - (5) Hearing and/or court costs, which shall be fixed at one-hundred dollars (\$100.00) per case or less, plus including but not limited to hearing officer and witness fees. In the event the city attorney or assistant city attorneys cannot serve as the hearing officer the rate of pay for such hearing officer shall be set by the city council.
 - (6) Costs of technical services and studies as may be required for abatement;
 - (7) Costs of monitoring programs necessary for correcting, monitoring, abating or mitigating violations;
 - (8) Any expense reasonably and rationally related to the city's enforcement action(s) to bring violation(s) into compliance or to abate and/or correct a violation of local, state or federal law.
- (b) If payment is not received within thirty (30) days of personal service the mailing of the notice or statement of costs, or following any appeal hearing upholding all or part of the costs, the city may issue a demand of payment. A demand of payment shall be mailed to a violator and provide notice that, if payment is not received by the date indicated in the demand, the city may lien the property that was subject to the enforcement/abatement action for all applicable costs.

(Ord. No. 11,732, 9-27-16)

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

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

WHEREAS the property described as

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

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

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

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

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

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

WHEREAS, Dontarius Thomas has paid Three Thousand Two Hundred Thirty-three and 27/100 Dollars (\$3,233.27), which includes Two Thousand Five Hundred Seventy-one and 27/100 Dollars (\$2,571.27) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City hereby takes corporeal possession of the hereinafter described property, the property is no longer needed for public purposes; the City of Monroe has made efforts to contact Carolyn Calhoun Loring by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Dontarius Thomas the property described as follows:

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

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

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

Notice published on the _____ day of October 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO