

AGENDA
City of Monroe

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

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

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

V: PRESENTATION: UPDATE

North Delta Regional Planning & Dev. Dist., Inc.
Ouachita Council of Government (OCOG)
Safe Streets for All (SS4A) Safety Action Plan

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 granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Reception: 61st Annual Juried Competition) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Off the Wall Annual Fundraiser) 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 a Resolution granting an exception to the Open Container Ordinance to the Northeast Louisiana Children's Coalition for the Annual Dragon Boat Festival pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider one (1) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing an Agreement between the City of Monroe and Quest 4 Success, Inc. in the amount of \$100,000.00 from HOME – American Rescue Plan (ARP) Funds and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution authorizing to apply for \$25,000,000 in funding from the United States Department of Transportation for the South Monroe Corridor Improvement Project and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to apply for and accept an Assistance to Firefighters Grant from FEMA for Defibrillators and further providing with respect thereto.

(b) Adopt a Resolution authorizing the City of Monroe to apply for and accept an Assistance to Firefighters Grant from FEMA for Positive Pressure Ventilation fans and further providing with respect thereto.

10. Engineering Services:

Public Comment:

- (a) Adopt a Resolution authorizing a designated city representative to execute Change Order No. One (1) for the Chennault Golf Course Irrigation Pump Improvements Project and further providing with respect thereto.
- (b) Adopt a Resolution authorizing a designated city representative to sign and execute a Superseding Agreement between the Department of Transportation and Development and the City of Monroe for the Jackson Street Corridor Enhancement Route US 165 Business Project (H.007530) and further providing with respect thereto.
- (c) Adopt a Resolution approving Change Order No. Eight (8) for the Kansas Lane Ext (Old Sterlington-US 165) Phase 1 Project and further providing with respect thereto.
- (d) Adopt a Resolution authorizing the City of Monroe to apply for Hazard Mitigation Grant Program Funding for Water Pollution Control Center Standby Generators and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:
None.

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

- (a) Finally adopt an Ordinance authorizing the City of Monroe to enter into a Joint-Use Agreement with La DOTD for parking adjacent to Ouachita Grand Plaza and further providing with respect thereto. (Legal)
- (b) Finally adopt an Ordinance approving a Collective Bargaining Agreement between the City of Monroe and the International Union of Police Associations, Local No. 81, AFL-CIO and further providing with respect thereto. (Police Dept.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

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

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held on this date at the Council's regular meeting place, the Council Chamber, City Hall Building, Monroe, Louisiana.

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

There were present: Mr. Harvey, Mrs. Ezernack, Mr. Marshall, & Mrs. Dawson.

There was absent: Ms. Woods

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

The Invocation was led by Director of Purchasing Mr. Curt Kelly.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Mr. Marshall thanked everyone for coming out to the City Council meeting. He stated he had no announcements.

Mrs. Dawson said good evening to everyone, and she said she would like to invite everyone to participate in the District 5 cleanup Saturday, February 17, 2023, 9am until 11am. She noted the meet up is at the Louisiana Purchase Gardens and Zoo parking and will go into Bryant's Addition. She further noted they will have trash bags, pickers, gloves, and everything needed to help clean out the community.

Mayor Friday Ellis said good evening everyone and to those tuning in online. He stated one of his favorite things to do is to talk to the next generation of students about government. He said his favorite question to ask students is who do they think his boss is? He said he tells them, your parents, and you are my boss. He further stated though he is the Mayor, he is a dad, a husband, and he is committed to the community. He said it is great to get their feedback on things that are challenging for them in today's world, and he said to also let them know the importance of serving their community. He said Happy Mardi Gras and Happy Fat Tuesday but before it is Fat Tuesday it is his daughter's birthday. He said happy birthday to Ari Ellis, and he loves her. He thanked the Krewes for all their time and effort into Mardi Gras. He said they highlighted many great things in the community and the people are front and center. On another note, the Mayor stated this year the City went to Washington D.C. again to put the City's priorities forward and the City Council, the University, and the Monroe Chamber of Commerce and they went to all of their members talking about important issues. He said some of the important issues such as drainage issues and the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant application for 37 million dollars that the City Council passed matching dollars for and they sat in front of the Commerce, Department of Transportation Development (DOTD), and lawmakers to say why these jobs are important to the City. He thanked the City Council for passing the underground storm drain cleaning and he said we all know there are miles of underground drainage, but we don't know what is going on. He stated a lot of times the City sees this flash flooding in our neighborhoods and a lot of it is due to underground drainage. He further stated not only are they cleaning the underground drainage, but they are also updating the City's maps with CCTV and identifying spots that need repair. He said the City is aligning capital dollars to fix those issues and that can't be done without the City Council approving those dollars. He said it is showing immediate relief in neighborhoods and those prone to flash flooding. Lastly, the Mayor announced the rescheduling of the 45th Annual Dr. Martin Luther King Jr. Birthday Salute on Friday, February 23, 2024, and the City is asking the community to come out. He said the City has a great keynote speaker (Ms. Zebie Grayson) flying in from Atlanta, GA. He further noted it is a celebration to remember Dr. King's legacy and the City's opportunity to say thanks to those organizations and people that are carrying on Dr. King's legacy of love and serving the community.

Mrs. Ezernack stated the theme of this year is kindness, caring, and peace and she stated we all know where we are with that personally and we can all do a better job. She said she doesn't think anyone would have ever thought the City would be so excited about infrastructure, sewer, and drainage projects in our community. She said the City is very excited to see what has been done, the progress, and what is yet to come to improve the quality of life for our citizens. She thanked everyone involved in making the City a better place for everyone to live and grow.

Upon a motion of Mr. Harvey and seconded by Mrs. Dawson, the minutes of the Legal and Regular session of January 22, 2024, were unanimously approved. (There were no public comments).

Proposed Condemnations:

The following condemnations were considered:

1. 1012 Louise Anne Avenue (D4) (Owners – Finley Group, LLC) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner was given 60 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 one of the few dilapidated structures and he had contact with the property owner. He further stated the property owner boarded the property up, but the building is still in horrible shape. He said the property owner has plans for the property. He stated he told the owner he would ask the Council to condemn the property by giving the owner 60 days to bring the structure up to code.

Mr. Marshall stated there have been a couple of conversations with the property owner. He further stated the owner have plans for property, but it has been in the making for years. He said he doesn't know if those plans are still in place, and he motion to condemn the property giving the owner 60 days to bring the structure into compliance and remove all obnoxious growth with further respect thereto.

2. 1010 Louise Anne Avenue (D4) (Owners – Finley Group, LLC) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner was given 60 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated 1012 Louise Anne Avenue is the same duplicate of 1010 Louise Anne. He said the exact same owner and the exact same conversation he had with the owner before. They are asking that the property be condemned, giving the owner 60 days.

Mr. Marshall motion to condemn the property giving the owner 60 days to bring the structure into compliance with the code.

3. 409 South 10th Street (D4) (Owners – Finley Group, LLC) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was given 60 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this is a large, dilapidated structure and he spoke with the property owner about this too. They are asking that the property be condemned, giving the owner 60 days.

Mr. Marshall motion to condemn the property giving the owner 60 days to bring the structure into compliance with the code.

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8660 accepting the base bid of Bentz Construction Group, LLC, in the amount of \$1,553,375.40, for the DeSiard Street Improvements (S. Grand St. to N. 6th S.) Phase I Project and authorizing a city representative to enter into and execute a contract for said work. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8661 authorizing Addendum No. 2 to the Cooperative Endeavor Agreement between the City of Monroe and Free Me Association d/b/a Monroe City Academy League (MCAL) and further providing with respect thereto. (There were no public comments.)

Department of Administration:

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to Consider one (1) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to Consider one (1) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to Consider an Application by the Hideout Lounge Monroe, LLC dba The Hideout, 21 Louisville Ave., 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) (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to Consider an Application by the Randall Garvin dba Randall's Captain Avery Seafood & Specialty Meats, 2607 Ferrand St., 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) (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8662 accepting the RFQ Response of PPM Consultants, Inc. to provide cleanup planning, engagement activities, cleanup/abatement activities, grant management, and reporting activities evaluation for the Candy Company Cleanup Project further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8663 accepting the RFQ Response of Campo Architecture and Interior Design LLC to provide Historic Preservation Architectural Services for the Cooley House Rehabilitation Project and further providing with respect thereto. (There were no public comments.)

Department of Planning & Urban Development:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8664 authorizing an addendum to an Agreement between the City of Monroe and Community Housing Development Organization (CHDO) AHAYAH Community Development Corporation, Inc. for \$54,510.00 in home partnership funds and further providing with respect thereto. (There were no public comments.)

Department of Public Works:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8665 approving Amendment No. 2 to Work Authorization (MLU.017) between the City of Monroe and KSA Engineers, Inc., related to the rehabilitation of the airfield lighting at the Monroe Regional Airport and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8666 authorizing Mayor Friday Ellis to accept any grant offers that do not require matching funds for the Monroe Regional Airport from the Federal Aviation Administration through December 31, 2024, and further providing with respect thereto. (There were no public comments.)

Department of Community Affairs:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8667 accepting \$20,000.00 in funding from the United States Department of Justice for the 2022 Project Safe Neighborhoods Program and further providing with respect thereto. (There were no public comments.)

Engineering Services:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8668 authorizing a designated city representative to execute Change Order No. Twelve (12) for the Water Treatment Plant Renovation and Expansion Project for an increase in the contract amount of \$351,661.49 and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8669 approving the commitment of funds for the Louisiana Watershed Program CDBG – MIT Grant for the West Parkview Drainage Improvement Project, and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8670 approving a Cooperative Endeavor Agreement between the city of Monroe and the State of Louisiana, Office of Community Development, for the Monroe Regional Airport Offsite Drainage Improvements Project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8671 authorizing Mayor Friday Ellis to enter into and execute a Non-Federal Reimbursable Agreement with the Federal Aviation Administration related to the Kansas Lane – Garrett Road Connector and I-20 Improvements Project and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to enter into a Joint-Use Agreement with La DOTD for parking adjacent to Ouachita Grand Plaza and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance approving a Collective Bargaining Agreement between the City of Monroe and the International Union of Police Associations, Local No. 81, AFL-CIO and further providing with respect thereto. (There were no public comments.)

Citizen's Participation: NONE.

There being no further business to come before the council, the meeting was adjourned at 6:25 p.m., upon motion of Mr. Harvey and it was seconded by Mrs. Dawson.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Heana Murray
Staff Secretary

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 (RECEPTION: 61ST ANNUAL JURIED COMPETITION 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, "A Reception: 61st Annual Juried Competition" to be held at the Masur Museum, Thursday, March 21, 2024 from 5:30pm until 7:30p.m. The event will be held inside the museum and on the grounds as well. 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, "A Reception: 61st Annual Juried Competition" to be held at the Masur Museum though people may walk around the grounds with their beverages, Thursday, March 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.

CITY CLERK

CHAIRMAN

masurmuseum

Twin City Art Foundation

February 15, 2024

Board of Trustees

Ann Bloxom Smith
Chairman
Hal Hinchliffe
President
Tiffany Jackson
Vice President
Scott Higginbotham
Secretary- Treasurer

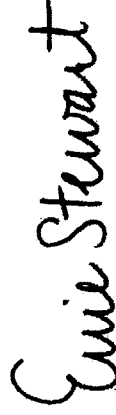
Brad Arender
Douglas Breckenridge
Leigh Buffington
Brooke Cassidy
Judge Aisha Clark
Drék Davis
Jay Davis
Gretchen Masur Dean
K'Shana Hall
Sarah Hoffman
Gregory Hudgins
Sara Holley
Carrick Inabnett
Sarah Jarrett
Kay La-France Knight
Quiwanti Lewis
Kara Platt
Roxanne Santos
Pashen Sims
Cheryl Sutton
Cliff Tresner

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 *The 61st Annual Juried Competition*, 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, March 21, 2024, 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

TCAF is a 501© (3)
arts organization.

1400 South Grand Street
Monroe, LA 71202
www.masurmuseum.org
Phone: 318-329-2237





TWINCITY01

ATHOMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED 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 Thomas & Fair Agency P.O. Box 2110 Monroe, LA 71207		CONTACT NAME: PHONE (A/C, No, Ext): (318) 388-1472 FAX (A/C, No): (318) 388-1290	
		EMAIL ADDRESS: angela@tfins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Casualty Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		MAIC # 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	BDO58348630	10/18/2023	10/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Liquor Liability		BDO58348630	10/18/2023	10/18/2024	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

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

ACORD 25 (2016/03)

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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 (OFF THE WALL ANNUAL FUNDRAISER) 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 Off the Wall Annual Fundraiser” to be held inside the museum and on the grounds of the Masur Museum, Friday, April 12, 2024 from 6:00pm until 9:00p.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 Off the Wall Annual Fundraiser” to be held on the grounds of the Masur Museum and inside the museum, Friday, April 12, 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.

CITY CLERK

CHAIRMAN

MASUR MUSEUM

Twin City Art Foundation

February 15, 2024

Board of Trustees

Ann Bloxom Smith
Chairman
Hal Hinchliffe
President
Tiffany Jackson
Vice President
Scott Higginbotham
Secretary- Treasurer

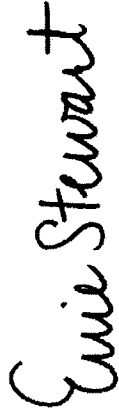
Brad Arender
Douglas Breckenridge
Leigh Buffington
Brooke Cassidy
Judge Aisha Clark
Drék Davis
Jay Davis
Gretchen Masur Dean
K'Shana Hall
Sarah Hoffman
Gregory Hudgins
Sara Holley
Carrick Inabnett
Sarah Jarrett
Kay La-France Knight
Quilwanti Lewis
Kara Platt
Roxanne Santos
Pashen Sims
Cheryl Sutton
Cliff Tresner

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, our annual fundraiser, Off the Wall, 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 Friday, April 12, 2024, from 6:00 pm until 9:00 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum and on the grounds. Please let me know if you need any additional information and thank you.

Best Regards,



Evelyn Stewart, Director, Masur Museum of Art

TCAF is a 501© (3)
arts organization.

1400 South Grand Street
Monroe, LA 71202
www.masurmuseum.org
Phone: 318-329-2237





TWINCITY01

ATHOMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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PRODUCER Thomas & Fairs Agency P.O. Box 2110 Monroe, LA 71202	CONTACT NAME Thomas & Fairs Agency PHONE (A/C, No.): (318) 388-1472 FAX (A/C, No.): (318) 388-1290 E-MAIL ADDRESS: angela@tfins.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Ohio Casualty Insurance Company	NAIC # 24074
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Twin City Art Foundation
1400 South Grand
Monroe, LA 71202

COVERAGES

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability	X	BDO58348630	10/18/2023	10/18/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LIQUOR LIABILITY		BDO58348630	10/18/2023	10/18/2024	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
Janey W. Thomas

ACORD 25 (2016/03)

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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 NORTHEAST LOUISIANA CHILDREN'S COALITION FOR THE ANNUAL DRAGON BOAT FESTIVAL PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Northeast Louisiana Children's Coalition applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "The Dragon Boat Festival", to be held Saturday, April 13, 2024 from 8am until 6pm. The exception is for the festival from the corner of Loop Road and Forsythe Road which will be blocked off to traffic, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Northeast Louisiana Children's Coalition, be and is hereby granted a permit for a special event, "The Dragon Boat Festival", scheduled for Saturday, April 13, 2024 from 8am until 6pm. The exception is for the festival from the corner of Loop Road and Forsythe Road which will be blocked off to traffic. 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 was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

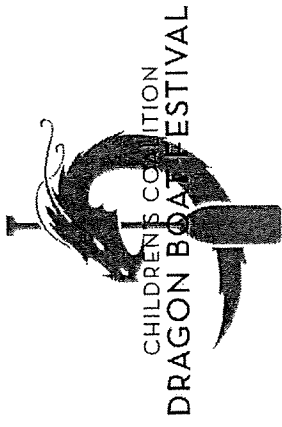
NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK



Attn: Monroe City Council

This letter serves as a formal request to waive the Open Container Law for the Children's Coalition Dragon Boat Festival on Saturday, April 13, 2024, from 8:00am to 6:00pm. This event will take place at the corner of Loop Road and Forsythe Road, and the road will be blocked off to traffic, with Monroe Police Department providing security.

Sincerely,

Cynthia Rodriguez

Cynthia Rodriguez
Board Member Children's Coalition for Northeast Louisiana

117 Hall Street
Monroe, LA 71201
318.331.2996 cell



CHILCOA-01

BDAYTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2023

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PRODUCER Moreman, Moore & Company, Inc Brian Dayton Insurance, LLC 1890 Hudson Circle, Suite 7 Monroe, LA 71201		CONTACT NAME: Brian Dayton Insurance, LLC
PHONE (A/C, No, Ext): (318) 605-3311	FAX (A/C, No): (318) 699-8960	
E-MAIL ADDRESS: bdayton@mmmcins.com		
INSURER(S) AFFORDING COVERAGE		
INSURER A: AmGuard Insurance Company	NAIC #	
INSURER B: Berkshire Hathaway		42390
INSURER C: LUBA Workers Comp		13070
INSURER D: Crum & Forster Specialty		12472
INSURER E:		42471
INSURER F:		

INSURED Children's Coalition For Northeast Louisiana 117 Hall Street Monroe, LA 71201
--

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		C2GP403582	9/25/2023	9/25/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	027000300314122	7/3/2023	7/3/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-PER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabili		C1GP405101	9/25/2023	9/25/2024	
D	Accident		US1516800	9/25/2023	9/25/2024	Accident \$ 100,000

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CERTIFICATE HOLDER City of Monroe Parks & Recreation P. O. Box 123 Monroe, LA 71210	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 
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CHILCOA-01

BDAYTON

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		INSURER C : LUBA Workers Comp 12472	
		INSURER D : Crum & Forster Specialty 42471	
		INSURER E :	
		INSURER F :	


INSURED
Children's Coalition For
Northeast Louisiana
117 Hall Street
Monroe, LA 71201

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B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR _____ EXCESS LIAB CLAIMS-MADE _____ DED _____ RETENTION \$ _____		C2GP403582	9/25/2023	9/25/2024	_____ \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	027000300314122	7/3/2023	7/3/2024	_____ \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____ _____ \$ _____
A	Professional Liabli		C1GP405101	9/25/2023	9/25/2024	Accident \$ 100,000
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CERTIFICATE HOLDER	CANCELLATION
DeLage Landen Financial Service, Inc. 1111 Old Eagle School Road Wayne, PA 19087	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 

ACORD 25 (2016/03)

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B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		C2GP403582	9/25/2023	9/25/2024		
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CERTIFICATE HOLDER Hall Downtown, LLC Wayne Williamson 1501 Arkansas Avenue Monroe, LA 71201	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
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CHILCOA-01

BDAYTON

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INSURED Children's Coalition For Northeast Louisiana 117 Hall Street Monroe, LA 71201		<table border="1"> <tr> <td>NAME (A/C, No, Exp):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td>EMAIL ADDRESS: bdayton@mimcins.com</td> <td>(318) 699-8960</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : AmGuard Insurance Company</td> <td>NAIC# 42390</td> </tr> <tr> <td>INSURER B : Berkshire Hathaway</td> <td>13070</td> </tr> <tr> <td>INSURER C : LUBA Workers Comp</td> <td>12472</td> </tr> <tr> <td>INSURER D : Crum & Forster Specialty</td> <td>42471</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		NAME (A/C, No, Exp):	FAX (A/C, No):	EMAIL ADDRESS: bdayton@mimcins.com	(318) 699-8960	INSURER(S) AFFORDING COVERAGE		INSURER A : AmGuard Insurance Company	NAIC# 42390	INSURER B : Berkshire Hathaway	13070	INSURER C : LUBA Workers Comp	12472	INSURER D : Crum & Forster Specialty	42471	INSURER E :		INSURER F :	
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COVERAGES

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBSCRIBER (INSR, WVD)	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
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CERTIFICATE HOLDER

NGA Roofing & Construction
3711 suite 5
West monroe, LA 71291

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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Brian Dayton Insurance, LLC
1890 Hudson Circle, Suite 7
Monroe, LA 71201

CONTACT NAME:
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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	ADDITIONAL SUBSCRIBER (INSR) LTR	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liabil GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		C1GP405101	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 PL AGGREGATE \$ 3,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		C2GP403582	9/25/2023	9/25/2024	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/ <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	027000300314122	7/3/2023	7/3/2024	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabil		C1GP405101	9/25/2023	9/25/2024	
D	Accident		US1516800	9/25/2023	9/25/2024	Accident \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Early Head Start: 907 Filhiol 16 students; 300 Winnsboro Road 24 Students; 811 Beverly Street 16 Students; 508 Austin Ave 16 Students; Hall Steet 16 students

Early Head Start: 907 Filhiol 16 students; 300 Winnsboro Road 24 Students; 811 Beverly Street 16 Students; 508 Austin Ave 16 Students; Hall Steet 16 students

CERTIFICATE HOLDER

CANCELLATION

ULM Student Life and Leadershi
Lori LaBorde
Student Center 248
Monroe, LA 71209

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

ACORD 25 (2016/03)

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CHILCOA-01

BDAYTON

DATE (MM/DD/YYYY)
10/4/2023

CERTIFICATE OF LIABILITY INSURANCE

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 Moreman, Moore & Company, Inc. Brian Dayton Insurance, LLC 1890 Hudson Circle, Suite 7 Monroe, LA 71201		CONTACT Brian Dayton Insurance, LLC	
INSURED Children's Coalition For Northeast Louisiana 117 Hall Street Monroe, LA 71201		PHONE (A/C, No, Ext): (318) 605-3311	FAX (A/C, No.): (318) 699-8960
		E-MAIL ADDRESS: bdayton@mmmcins.com	INSURER(S) AFFORDING COVERAGE NAIC #
		INSURER A: AmGuard Insurance Company	42390
		INSURER B: Berkshire Hathaway	13070
		INSURER C: LUBA Workers Comp	12472
		INSURER D: Crum & Forster Specialty	42471
		INSURER E:	
		INSURER F:	

COVERAGES

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR X Professional Liabli GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER:		C1GP405101	9/25/2023	9/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 PL AGGREGATE \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		C2GP403582	9/25/2023	9/25/2024	
C	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A if yes, describe under DESCRIPTION OF OPERATIONS below		027000300314122	7/3/2023	7/3/2024	
A	Professional Liabli		C1GP405101	9/25/2023	9/25/2024	
D	Accident		US1516800	9/25/2023	9/25/2024	Accident 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Early Head Start: 907 Filhiol 16 students; 300 Winnsboro Road 24 Students; 811 Beverly Street 16 Students; 508 Austin Ave 16 Students; Hall Steet 16 students

Early Head Start: 907 Filhiol 16 students; 300 Winnsboro Road 24 Students; 811 Beverly Street 16 Students; 508 Austin Ave 16 Students; Hall Steet 16 students

CERTIFICATE HOLDER

CANCELLATION

West Monroe Convention Center 901 Ridge Avenue West Monroe, LA 71291	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
--	---

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: 518-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Dragon Boat Races

Sir,

The NELA Childrens Coalition is hosting the Annual Dragon Boat Races on Saturday, April 13, 2024. The event times are 8:00 a.m. to 6:00 p.m. The event will take place at 3430 Loop Road, Bayou Desiard. Friday, April 12, 2024, at 6:30 p.m. They want to close the roadway from Loop Road and Forsythe Avenue to Westminster Avenue. All road closures will re-open at 6:00 p.m. on Saturday after the event is over. I will have barricades in place for this event. They will pay for an off-duty officers for this event to stay overnight the Friday before the event and during the event the next day.

Respectfully submitted,
Cpl. Heckard

[A large, faint, stylized signature or watermark is visible in the background of the page.]



CITY OF MONROE

**TAXATION & REVENUE
MAYOR- COUNCIL GOVERNMENT**

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: Renewal Alcohol License(s) for February 27, 2024 Council Meeting

Date: February 21, 2024

ALCOHOL RENEWALS

- CLASS - A (1)**
1. Savage Axe, LLC - 1812 Tower Drive, Monroe LA 71201

RESOLUTION
NO. _____

STATE OF LOUISIANA

CITY OF MONROE

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

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MONROE AND QUEST 4 SUCCESS, INC. IN THE AMOUNT OF \$100,000.00 FROM HOME - AMERICAN RESUE PLAN (ARP) FUNDS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into a Program Agreement with Quest 4 Success, Non-Profit Corporation, Inc., as a qualified organization, to implement the City's HOME-ARP Program for rental housing development in Monroe; and

WHEREAS, the Program Agreement provides up to \$100,000.00 for four (4) housing development projects in funding from HOME-ARP Program funds in accordance with specified terms and conditions; and

WHEREAS, the Program Agreement is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Program Agreement between the City of Monroe and Quest 4 Success Corporation, Inc.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING TO APPLY FOR \$25,000,000 IN FUNDING FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE SOUTH MONROE CORRIDOR IMPROVEMENT PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Program, provides a unique opportunity for the United States Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives;

WHEREAS, the RAISE Program enables DOT to use a rigorous merit-based process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make needed investments in our nation's infrastructure;

WHEREAS, the City of Monroe desires to apply for RAISE Program funds for the South Monroe Corridor Improvement Project that will transform a crucial portion of South 2nd Street, a major thoroughfare, into a route that will decrease automobile speed and accidents, promote walking and bicycling by providing dedicated, protected sidewalks and bicycle lanes, and provide an improved streetscape, including trees and other natural storm water absorbing plantings; and

WHEREAS, the City of Monroe desires to apply for a grant in the amount of \$25,000,000.00, which requires a match of up to \$4,000,000.00, to be used for in-kind services, engineering and design services, and construction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the City of Monroe is authorized to apply for and accept \$25,000,000.00 in funding under the RAISE Discretionary Grant Program from the United States Department of Transportation for the South Monroe Corridor Improvement Project; and

BE IT FURTHER RESOLVED, that the City of Monroe is authorized to provide matching funds up to \$4,000,000.00 for the RAISE Discretionary Grant Program; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is authorized to execute and submit any and all documents necessary to apply for, accept, and participate, and the RAISE Discretionary Grant Program.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

South Monroe Corridor Improvements Project

The City of Monroe is applying for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to support the South Monroe Corridor Improvements Project. This project will transform a crucial portion of South 2nd Street, a major thoroughfare, into a route that will decrease automobile speed and accidents, promote walking and bicycling by providing dedicated, protected sidewalks and bicycle lanes, and provide an improved streetscape, including trees and other natural storm water absorbing plantings. This project will further the goal of safer connections throughout the City that will rebuild Monroe into a more inclusive city, ensuring the continued success of Monroe.

The community that surrounds the South 2nd Street corridor relies on foot travel, biking, and public transportation to get around the city. However, the current infrastructure for the city makes this difficult. The sidewalks are either narrow or nonexistent in this section of South 2nd St. There is also no designated bike lane, so community members are left to bike in the street with cars. This is made even more dangerous because of the lack of streetlights along South 2nd Street. There have been several accidents and fatalities due to the unsafe traveling conditions in Monroe. This project is in an area that meets both the Area of Persistent Poverty and Historically Disadvantaged Communities definitions. Monroe is minority-majority Black and African American.

The South Monroe Corridor Improvements Project is focused on South 2nd Street from Calypso Street to Plum Street. Calypso Street is on the North side of Interstate 20, which is a physical as well as a socioeconomic boundary separating North and South Monroe. In this part of South 2nd Street, there are one-way two-laned roads and have limited sidewalk access, minimum streetlights, and no bicycle lane. In the proposed plan, the right-of-way will be reduced from two lanes to one, thus maintaining one twelve-foot lane and using the additional space to create a bicycle lane, sidewalk, buffer, and planting strip. This concept of reducing the right-of-way from two lanes to one continues throughout the project, creating a center turn lane between Orange Street and Plum Street, creating 5- to 6-foot-wide sidewalks, and carrying the protected bicycle lane through South 2nd Street. In addition, the project will make the area under Interstate 20 more vibrant with public art and site-specific lighting, add sheltered bus stops, replace existing and install new streetlights, and plant trees and other vegetation.

Vibrant and landscaped streetscapes promote walkable neighborhoods, benefiting businesses, residents, and visitors. The surrounding areas are both commercial and residential, with several vacant lots providing opportunities to attract new business to the area as well as multi-family housing.

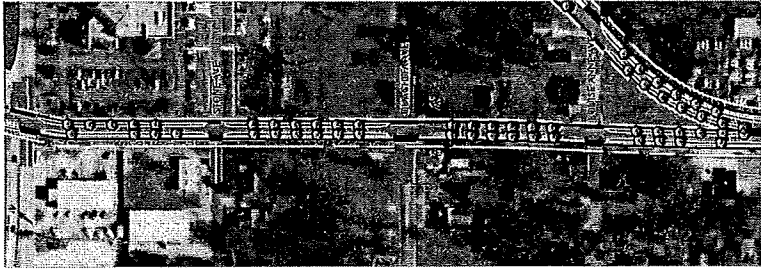
Budget:

Request from DOT is \$25 Million. This amount is derived from a Cost Estimate which includes removal of concrete pavement, new sidewalks, protected bicycle lane, traffic signals and improvements, lighting, landscaping, temporary traffic control, contingency, mobilization, and utility relocation.

The City's cost share will cover all additional costs which include covered bus shelters, meadow plantings under Interstate 20, and public art. The City is asking for up to \$4,000,000 to cover these additional costs.

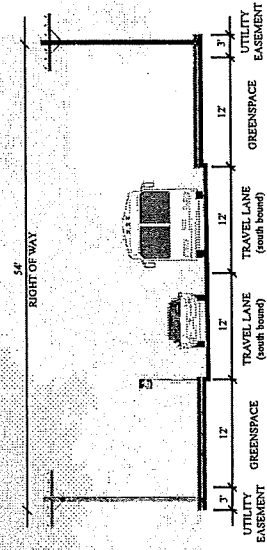
2/20/2024

Proposed Concept Design:
Partial Plan View

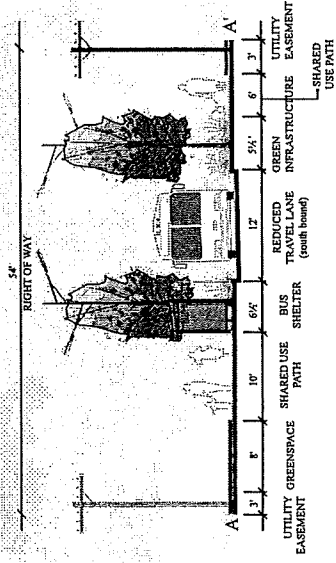


Segment 1 - Calypso to Texas Street

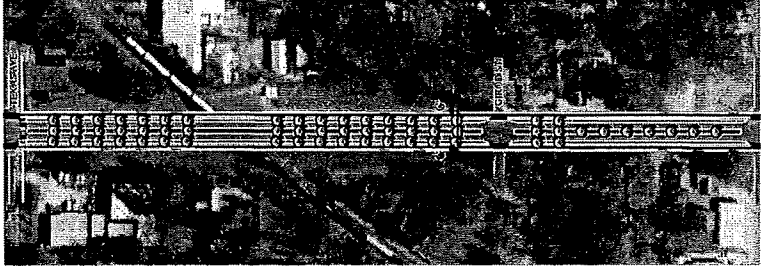
EXISTING CONDITIONS: Typical Elevations



PROPOSED CONCEPT DESIGN: Typical Elevations

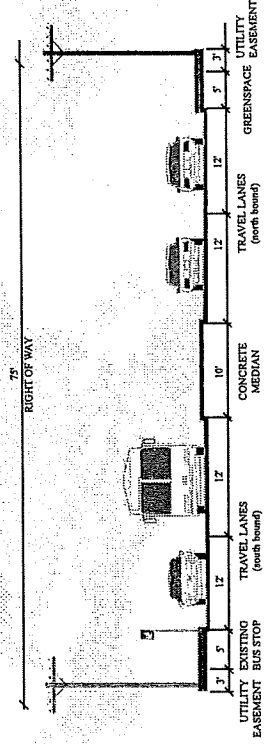


Proposed Concept Design:
Partial Plan View

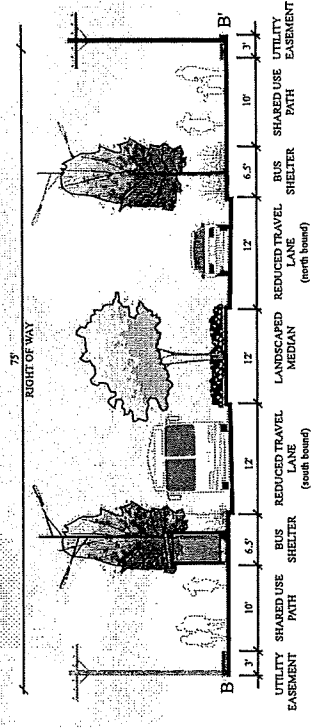


Segment 2 - Texas to Orange Street

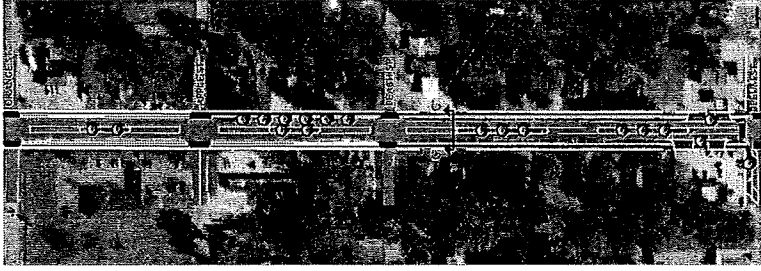
EXISTING CONDITIONS: Typical Elevations



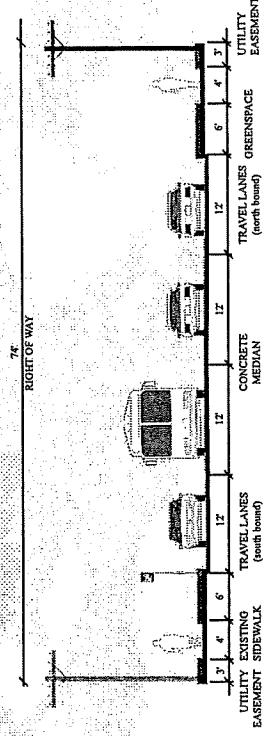
PROPOSED CONCEPT DESIGN: Typical Elevations



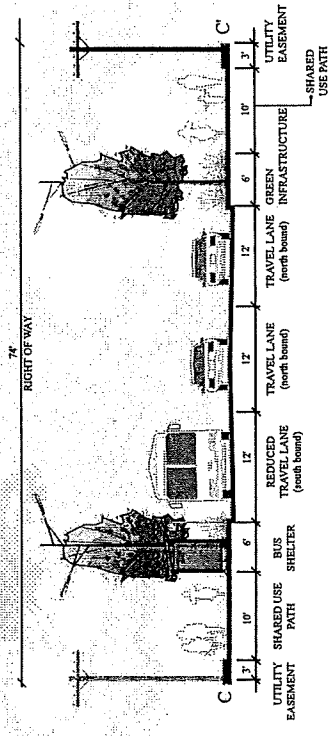
Proposed Concept Design:
Partial Plan View



Segment 3 - Orange to Plum Street
EXISTING CONDITIONS: Typical Elevations



PROPOSED CONCEPT DESIGN: Typical Elevations



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR AND ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT FROM FEMA FOR DEFIBRILLATORS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Federal Emergency Management Agency (FEMA) makes funds available under the Assistance to Firefighters Grants Program (AFGP) to fund critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience;

WHEREAS, the City of Monroe desires to apply for funding under the AFGP to purchase up to sixteen (16) Automated External Defibrillators (AEDs) to replace older AEDs used by the Monroe Fire Department; and

WHEREAS, the total cost of the AEDs is \$106,021.89, and the City is required to commit to sharing 10% of the total cost (\$9,638.35).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that City of Monroe is hereby authorized to apply for and accept funding under the Assistance to Firefighters Grant Program to purchase up to sixteen (16) Automated External Defibrillators;

BE IT FURTHER RESOLVED, that the City of Monroe is authorized to contribute any matching funds required under the program; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is hereby authorized to execute and submit all documents necessary to apply for, accept, and participate in the Assistance to Firefighters Grant Program for the purposes set forth herein.

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 February 2024.

CHAIRPERSON

CITY CLERK



CITY OF MONROE



FIRE DEPARTMENT

1810 Martin Luther King Jr. Blvd.
Monroe, LA 71202
office: 318-329-2474
fax: 318-329-4189

To: Carolus Riley,
Council Clerk

From: Terry Williams, Fire Chief

Subject: Assistance to Firefighters Grant Request

Date: February 20, 2024

Please place onto the next regularly scheduled council agenda a resolution authorizing Mayor Friday Ellis to apply for and accept an Assistance to Firefighters Grant, through the Federal Emergency Management Agency (FEMA), to fund the purchase of sixteen (16) Automated External Defibrillators (AEDs). This equipment will be used to replace older AEDs in first response apparatus. The total cost of this equipment is \$106,021.89. The Federal share will be \$96,383.53, and the applicant share will be 10% of the federal share, which is \$9,638.35.

Total Federal and Applicant Share	
Federal Share	\$96,383.53
Applicant Share	\$9,638.35
Total	\$106,021.89

The applicant share funds will be deducted from the Monroe Fire Department's 2% Fire Insurance fund, which has a balance of \$315,976.67, and it is estimated to have an available balance of \$526,000.22 in June of 2024.

Thank you for your assistance.

Cc:
Friday Ellis, Mayor
Gretchen Ezernack, Council Chairwoman
Stacey Rowell, Director of Administration
Brandon Creekbaum, City Attorney

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR AND ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT FROM FEMA FOR POSITIVE PRESSURE VENTILATION FANS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Federal Emergency Management Agency (FEMA) makes funds available under the Assistance to Firefighters Grants Program (AFGP) to fund critically needed resources to equip and train emergency personnel, enhance efficiencies and support community resilience;

WHEREAS, the City of Monroe desires to apply for funding under the AFGP to purchase up to thirteen (13) Positive Pressure Ventilation Fans (PPV) for the Monroe Fire Department to replace older, gasoline-powered PPVs with new, battery-powered PPVs;

WHEREAS, the total cost of the PPVs is \$86,928.80, and the City is required to commit to sharing 10% of the total cost (\$7,902.62).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that City of Monroe is hereby authorized to apply for and accept funding under the Assistance to Firefighters Grant Program to purchase up to thirteen (13) Positive Pressure Ventilation Fans (PPV);

BE IT FURTHER RESOLVED, that the City of Monroe is authorized to contribute any matching funds required under the program; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is hereby authorized to execute and submit all documents necessary to apply for, accept, and participate in the Assistance to Firefighters Grant Program for the purposes set forth herein.

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 February 2024.

CHAIRPERSON

CITY CLERK



CITY OF MONROE



FIRE DEPARTMENT

1810 Martin Luther King Jr. Blvd.
Monroe, LA 71202
office: 318-329-2474
fax: 318-329-4189

To: Carolus Riley,
Council Clerk

From: Terry Williams, Fire Chief

Subject: Assistance to Firefighters Grant Request

Date: February 20, 2024

Please place onto the next regularly scheduled council agenda a resolution authorizing Mayor Friday Ellis to apply for and accept an Assistance to Firefighters Grant, through the Federal Emergency Management Agency (FEMA), to fund the purchase of thirteen (13) Positive Pressure Ventilation Fans (PPV). This equipment will be used to replace older, gasoline-powered PPVs that are nearing the end of their service life with new, battery-powered PPVs. The total cost of this equipment is \$86,928.80. The Federal share will be \$79,026.18, and the applicant share will be 10% of the federal share, which is \$7,902.62.

Total Federal and Applicant Share	
Federal Share	\$79,026.18
Applicant Share	\$7,902.62
Total	\$86,928.80

The applicant share funds will be deducted from the Monroe Fire Department's 2% Fire Insurance fund, which has a balance of \$315,976.67, and it is estimated to have an available balance of \$526,000.22 in June of 2024.

Thank you for your assistance.

Cc:
Friday Ellis, Mayor
Gretchen Ezerneck, Council Chairwoman
Stacey Rowell, Director of Administration
Brandon Creekbaum, City Attorney

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. ONE (1) FOR THE CHENNAULT GOLF COURSE IRRIGATION PUMP IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will add additional electrical work to the scope of the project and increase the contract time for the Chennault Golf Course Irrigation Pump Improvements Project by 30 days; 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 Chennault Golf Course Irrigation Pump Improvements 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 the _____ day of February 2024.

CHAIRPERSON

CITY CLERK

CHANGE ORDER

Order No. 1
Date: January 30, 2024
Agreement Date: October 4, 2023

NAME OF PROJECT: Chermault Municipal Golf Course
Irrigation System Pump Station Improvements
Project No. 1120607

OWNER: City of Monroe

CONTRACTOR: Ashton Construction, LLC

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Owner Requested Changes

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE** \$ 189,011.18

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER** \$ ---

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be unchanged by \$ 0.00

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ 189,011.18

CHANGE TO CONTRACT TIME:

The **CONTRACT TIME** will be increased by 30 calendar days.

The date for completion of all work will be March 4, 2024.

APPROVED BY:

Chris W. Patrick

Chris W. Patrick, P.E.
Volkert, Inc.

2/19/2024

Date

ORDERED BY:

Authorized Representative
City of Monroe

Date

ACCEPTED BY:

Chad Holloway
Chad Holloway, President
Ashton Construction, LLC

1/31/24

Date

CITY OF MONROE
CHENNAULT MUNICIPAL GOLF COURSE
IRRIGATION SYSTEM PUMP STATION IMPROVEMENTS

PROJECT NO. 1120607

ATTACHMENT FOR CHANGE ORDER NO. 1

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	DECREASE AMOUNT	INCREASE AMOUNT
8.	Construction Allowance (Original Bid Amount \$15,000.00 less Change Order #1 of \$7,622.40 Leaves a Balance of (7,377.60)	JOB	L.S.	\$7,622.40	\$7,622.40	
S-001	Changes to Electrical System	JOB	L.S.	\$7,622.40		\$7,622.40

TOTAL CHANGE ORDER AMOUNTS

\$7,622.40 **\$7,622.40**

THIS CHANGE ORDER RESULTS IN NO CHANGE TO THE CONTRACT AMOUNT OF

\$0.00



Monday, January 29, 2024

Brian

Please see the list of electrical changes and quote the city has requested to add to the project.

1. Refurbish the existing electrical service equipment rack next to the transformer. Clean up and re-use the existing 200-amp, 480-volt fused main disconnect. The existing 200-amp, 480-volt meter base will be replaced due to damage. The new stainless-steel service disconnects will be deleted and not used.
2. Furnish and install a new 200-amp, 480-volt 3-phase N3R panel under the new shelter over the pump enclosure, provide a new equipment rack. Provide a 200-amp underground feeder from the meter directly to the pump control panel. Delete the 175-amp feeder from the meter directly to the pump control panel. Provide a 175-amp overhead feeder from the new 480-volt panel to the new pump control panel.
3. Furnish and install a new 10-kva step down transformer and 240-volt single phase load center fed from the new 480-volt panel, all located on the new rack.
4. Furnish and install 4LED vapor tight light fixtures, weather proof light switch, GFI receptacle and associated conduit and wiring under the shelter.
5. Furnish and install a new 100-amp underground feeder from the existing electrical service point wire gutter to the new 480-volt panel. Connect the feeder to a new 100-amp breaker in the new 480-volt panel and splice to the existing well water well circuit in the existing gutter to re-feed the well.

Price: \$ 7,622.40

ASHTONCONSTRUCTION.ORG

Chadholloway@ashtonconstruction.org
(318)-608-6772

OFFICE: 318-548-3083

jenniferholloway@ashtonconstruction.org



Monday, January 29, 2024

We are also requesting additional time on the project to finish. This is from vendors getting materials out to us at later than scheduled and due to the inclement weather we have been experiencing this month causing a delays in our work schedule. We would like to request an additional (30) days be added to the contract to finish.

The construction schedule has the carport subcontractor coming out Feb. 12th to install the carport (1 day project). They will come out sooner if they can. From there the electrical contractor needs a week for all electrical work. From there we can schedule a startup for the system.

If you have any questions or concerns, please let me know.

Thanks

Chad Holloway

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RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO SIGN AND EXECUTE A SUPERSEDING AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT AND THE CITY OF MONROE FOR THE JACKSON STREET CORRIDOR ENHANCEMENT ROUTE US 165 BUSINESS PROJECT (H.007530) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development entered into an agreement in March 2012 for the Jackson Street Corridor Enhancement Route US 165 Business Project; and

WHEREAS, to cooperate in the financing and delivery of the project, the City of Monroe and the Department of Transportation and Development desire to enter into a superseding agreement, which is attached hereto and made part hereof, to construct cement concrete pedestrian sidewalks and ADA compliant improvements along Jackson St. and to supplement the sidewalk improvements program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, be and is hereby authorized to execute the Entity/State Agreement for State Project No. H.007530 (Superseding) Jackson Street Corridor Enhancement Route US 165 between the City of Monroe and the Louisiana Department of Transportation and Development.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON



Office of Engineering
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 fx: 225-379-3851

Jeff Landry, Governor
Joe Donahue, Secretary

January 22, 2024

Mr. C. Morgan McCallister, PE – City Engineer
City of Monroe
802 N. 31st Street
Monroe, LA 71203

RE: **Original Agreement
State Project No. H.007530 (Supersede)**
F.A.P. No. H007530
Jackson Street Corridor Enhancement
Ouachita Parish

Dear Mr. McCallister:

Transmitted herewith is one (1) pdf. Agreement and one (1) Funding Commitment Letter (FCL) between the Department of Transportation and Development (DOTD), and the City of Monroe.

We have 2 options for submitting signed agreements:

1. You may print **2** copies of the agreement and **1** copy of the Funding Commitment Letter and have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: **DOTD, Attention: Caitlyn Johnson, P.O. Box 94245, Room 405JJ, Baton Rouge, LA 70804-9245, undated.**
2. Or, you may DocuSign the agreement and FCL, email it to: **caitlyn.johnson3@la.gov**. Please make sure to include the current resolution.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact Caitlyn Johnson at (225) 379-1720 or email at **caitlyn.johnson3@la.gov**.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of Monroe and return with the signed documents.

Sincerely,

DocuSigned by:

Tonyic Roberterson

2506948DD8049F...

Tonyic Roberterson
Contract/Grants Reviewer Manager

TR: cj
Attachments
pc: Mr. Brian Nunes

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.007530 (SUPERSEDING)
FEDERAL AID PROJECT NO. H007530
JACKSON STREET CORRIDOR ENHANCEMENT
US 165-Y
OUACHITA PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and the City of Monroe, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity".

WITNESSETH: That;

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

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

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

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

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

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

WHEREAS, the parties agree that upon final approval of this agreement, it will supersede the March 21, 2012, Original Agreement, for this project in its entirety; and

Revised 10/22/2021

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

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

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct approximately 6,600 linear feet of concrete sidewalk and related work along Jackson Street (US 165-Y) in Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.007530 and Federal Project No. H007530**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

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

Responsibility Table Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

Responsibility Table Roadway Control Section 015-08			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

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

Funding Table¹			
Roadway Control Section 000-37			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	100%	0%	
Utility Permits	100%	0%	
Construction (Limited as stated in FCL)	5%	80% Federal 15% Toll Credits	(Additional Approved Federal Funds past original limit) 80% Federal, 20% Entity
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

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

²Includes railroads

Funding Table¹			
Roadway Control Section 015-08			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	100%	0%	
Utility Permits	100%	0%	
Construction (Limited as stated in FCL)	5%	80% Federal 15% Toll Credits	(Additional Approved Federal Funds past original limit) 80% Federal, 20% Entity
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

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

²Includes railroads

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

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the

Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

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

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

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

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

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

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

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

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs

incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

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

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

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

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

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

ARTICLE VI: ENVIRONMENTAL PROCESS

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

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

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

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

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

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

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on

acronyms see the LPA Manual located on the DOTD website: (<http://wwwsp.dotd.la.gov/Inside-LaDOTD/Divisions/Administration/LPA/Pages/default.aspx>).

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

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

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

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

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

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

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

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

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

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

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

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

ARTICLE X: PERMITS

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

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

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

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

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

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

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

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

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

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

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

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided

in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

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

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

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

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

ARTICLE XIV: SUBCONTRACTING

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

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

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

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into

by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

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

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

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

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

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

ARTICLE XVII: RECORD RETENTION

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

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

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

(a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

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

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

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

ARTICLE XX: INDEMNIFICATION

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

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

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

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

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

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

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

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

Construction– Entity

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

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final

Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

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

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

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

ARTICLE XXII: COMPLIANCE WITH LAWS

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

ARTICLE XXIII: VENUE

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

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

CITY OF MONROE

BY: _____

Typed or Printed Name

Title

72-6000903

Taxpayer Identification Number

DDCPKHUG8KU5

Unique Entity ID Number

20.205

Assistance Listing Number (ALN)

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____



Office of the Secretary
 PO Box 94245 | Baton Rouge, LA 70804-9245
 ph: 225-379-1232 | fx: 225-379-1863

Jeff Landry, Governor
 Joe Donahue, Secretary

Mr. Morgan McCallister
 City of Monroe
 802 N. 31st Street
 Monroe, LA 71203

RE: Federal Funding Commitment Letter
 S. P. No. H.007530
 Jackson Street Corridor Enhancement
 Ouachita Parish

The Commitment letter is to be approved by the Entity's budget authority. The original construction amounts are set by the project application. **As shown in the chart below, the Entity is responsible for all costs above the amounts shown in the document.** If funding amounts change, the revised document will be sent to the Entity's Person in Responsible Charge for processing by the DOTD Project Manager.

Phase	Local Match Percentage	Federal Percentage	Total
Conceptual Plans and Environmental Decision	100%	0%	100%
Preconstruction Engineering	100%	0%	100%
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Construction Engineering & Inspection	100%	0%	100%
Construction (Original Limit)	5% - \$40,313	95% - \$765,937	100% - \$806,250
Construction (DOTD Approved Increase past Original Limit)	20% - \$438,750	80% - \$1,755,000	100% - \$2,193,750
Non-eligible/excess costs	100%	0%	100%
Total	\$479,063	\$2,520,937	\$3,000,000

C. Morgan McCallister
 Responsible Person In Charge Approval

01-18-2024
 Date

C. Morgan McCallister, PE
 Printed Name of Responsible Person

Cavin A. Weber
 DOTD TAP Program Manager
 Cc: Consultant Contract Services
 1/18/2024
 Date

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

No: 8064

The following Resolution was introduced by Mr. Ms. Hervey who moved for its adoption and was seconded by Mr./Mrs. Dawson

A RESOLUTION AUTHORIZING FRIDAY ELLIS, MAYOR OF THE CITY OF MONROE TO SIGN AND EXECUTE DOCUMENTS RELATING TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION - TRANSPORTATION ALTERNATIVES PROGRAM FOR THE JACKSON STREET CORRIDOR ENHANCEMENT GRANT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The City of Monroe has held a series of meetings exploring opportunities to improve the aesthetics and infrastructure along Jackson Street Corridor, and

WHEREAS, The City of Monroe applied for additional funds for pedestrian infrastructure and ADA compliance improvements along Jackson to supplement the sidewalk improvements program.

WHEREAS, LaDOTD selected the project to include in the TAP program, and

WHEREAS, funds for the local match and other project costs are available in the Capital Infrastructure Street Fund,

NOW, THEREFORE:

BE IT RESOLVED that in accordance with the applications the City of Monroe does hereby certify and accept responsibility for this project as follows:

- 1) for the 20% local match, design engineering, construction administration and testing.
- 2) For managing and maintaining the project.
- 3) For legal liabilities incurred as a result of the project.

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

Ayes: Hervey, Eberhart, Woods, Marshall + Dawson

Nays: none

Absent: none

And the resolution was declared ADOPTED on the 24th day of August, 2021

Carolee Marshall
CHAIRMAN

Concho S. Riley
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING CHANGE ORDER NO. EIGHT (8) FOR THE KANSAS LANE EXT (OLD STERLINGTON-US 165) PHASE 1 PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development entered into a contract with D&J Construction Company, LLC for the Kansas Lane Extension (Old Sterlington – US 165) Phase 1 Project;

WHEREAS, Change Order No. 8 to the contract will add testing of the Portland Cement Concrete Pavement and increase the contract amount by \$2,200.00; and

WHEREAS, Change Order No. 8 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. 8 between the City of Monroe and the Department of Transportation and Development and D&J Construction Company, LLC, for the Kansas Ln Ext (Old Sterl.-US165) Phase 1 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 the _____ day of February 2024.

CITY CLERK

CHAIRPERSON

SMGR0005

Louisiana Department of Transportation and Development Change Order Report		NO.	008
S.P. NO.	H.007289.6	Date:	02/20/2024.
Name:	KANSAS LN EXT (OLD STERL.-US165) PHASE I	F.A.P. NO.	H007289
	US 165	Primary Parish:	Ouachita
This change order requires an LADOTD authorizer		Category 2 / ID	
This change order requires an LADOTD Area Engineer authorizer			

Scope:

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

Purpose:

The purpose of this change order is to add an item for Portland Cement Concrete Pavement Coring.

Explanation:

This change order is a correction to the contract items where Portland Cement Concrete Pavement Coring was not included in the contract items. In order to complete testing on other contract items, this item is needed.

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

The City of Monroe is aware of this change order.

Price:

This change order increases the contract amount by \$2,200.00

Project Number H.007289.6

601-04-00100 Line Item 0807 = 601-04-00100 Portland Cement Concrete Pavement Coring

Funding Category 0001:

Create item for 15 EACH or 100%.

This item is being added to allow for the testing of the Portland Cement Concrete Pavement installed on the project. It was not originally included in the contract items.

The pricing for this item was provided by the contractor and was based upon negotiated prices which is less than recent bid prices for this item.

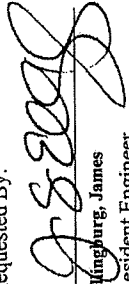
The estimated amount of 15 each is based upon the number of cylinders required for each lot as defined in the DOTD Sampling Manual. Payment will be based upon actual field measurement upon completion.

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

Item No.	Item	Major Item % of Cont.	Price per Unit	Change		Current Quantity	Revised Quantity	% Change
				Quantity	Amount			
601-04-00100	Portland Cement Concrete	No	\$146.67	15.000	\$2,200.00	0.000	15.000	New
H.007289.6 / 0807	Pavement Coring	0.01%	EACH					
Additional Contract Days Requested None	Change in Amount of Contract:			\$2,200.00				

http://s-pmmr-aashto1/SMRemoteReports/CORreport_change.asp?projnum=H.007289.6&c... 2/20/2024

Requested By:


Kingburg, James
Resident Engineer

Date: 2/20/2024

Recommended By:

District Administrator

Date: _____

Accepted By:

CITY OF MONROE
Contractor

Date: _____

DOTD Chief Const. Engineer

Date: _____

By: _____

Approved:

Chief Engineer

Date: _____

State Project No. H.007289.6
Plan Change #008
Draft

Original Contract Cost: \$17,725,486.80
Total Approved Change Order to date: \$1,218,851.65
% of Total Approved Cost: 6.876%

CHANGE ORDER CATEGORY WORKSHEET

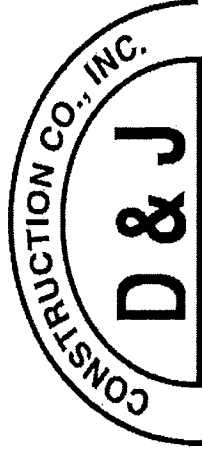
State Project No. H.007289 Change Order No. 8
 Revised September 10, 2019

Category 1	Category 2	Category 3
Establishes any new funding sources and/or adds any non-participating item		
Change in Amount of Contract		
up to \$50,000		
up to \$250,000		
+/- 25% of original project cost or over \$250,000		
Added Days		
up to 30		
over 30		
excess adverse weather days per contract up to 50		
excess adverse weather days per contract over 50		
Increasing a MAJOR ITEM more than 25%		
Decreasing a MAJOR ITEM		
up to 25% or \$50,000 (whichever is less)		
over 25% or \$250,000		
Decreasing a MINOR ITEM (any amount)		
Changes in design / Written appr. by Design or Construction Division		
Changes in Traffic Control Plan (change in sequence)		
Change approved by Memo or Directive signed by Chief Engineer		
Work outside limits of project		
Change in structural design or geometrics		
Change in typical section		
Change in specifications		
Change in method of measurement		
Settlement of a claim or delay		
Administrative Change Order per Contractual Documents		
PAY ADJUSTMENTS		
50% Pay or Remove		
Pay adjustments as per Specifications		
up to \$50,000 'see footnote below	X	
Up to \$250,000		
over \$250,000		
Consultant Inspected Projects		
up to \$50,000		
up to \$250,000		
over \$250,000		
Force Account		
Other		

* All Change Orders initiated by a Consultant Project Engineer shall be approved by DOTD District Area Engineer or their designee

FHWA APPROVAL CHECKLIST

Category 1	Category 2	Category 3
Projects of Division Interest / Projects of Corporate Interest (PoDI / PoCI)	No	Yes
NHS Routes: Claim Settlement/Contract Termination	Yes	
Waiver of Buy America on any Projects	Yes	



P.O. BOX 1889
WEST MONROE, LA 71294
PHONE (318) 388-2764
FAX (318) 361-9474

Lazenby & Associates, Inc.
2000 N 7th Street
West Monroe, LA 71291

October 19, 2023

Attn: James S. Ellingburg, P.E.

Re: H.007289 Kansas Lane Cutting Cores Change Order
Ouachita Parish

Jim,

D & J Construction Co., LLC hereby submits the following Plan Change Pricing:

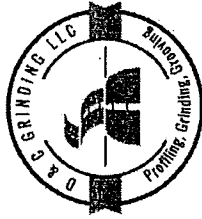
Description	Qty	Sub Unit	D&J 10%	Total	Extension
Cutting PCCP Cores	15.000	EA \$ 100.00	\$ 10.00	\$ 110.00	\$ 1,650.00
Cutting PCCP Core Mobilization	1	ea \$ 500.00	\$ 50.00	\$ 550.00	\$ 550.00
					\$ 2,200.00

See attached quote from D and C Grinding.

If additional information is needed, please contact me at 318/388-2764 ext. 221.

Sincerely,

John Ward
Sr. Estimator
D & J Construction Co., LLC.



**D AND C GRINDING, LLC
P.O. BOX 14716
MONROE, LA 71207**

October 18, 2023

Mr. John Bell
Progressive Construction Co LLC
6510 Hwy 1
Boyce, LA 71409

Re: Core Samples, Monroe, LA

Dear John,

Thank you for the opportunity to bid on the project referenced above. The price for our services would be as follows:

Scope 1:	Cutting 15 core samples.
Price:	\$100/core (\$1,500)
MOB:	\$500

Our company has been providing profiling, grinding and grooving services since 2003 to customers in Louisiana, Arkansas, Mississippi and Texas. We appreciate your trust in us and look forward to a continued relationship.

Should you have any questions, please feel free to contact Aaron Boyett at 318-608-1821 or Todd Colvin at 318-348-5426.

Sincerely,

J. Todd Colvin
Member

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY FOR HAZARD MITIGATION GRANT PROGRAM FUNDING FOR WATER POLLUTION CONTROL CENTER STANDBY GENERATORS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Water Pollution Control Center is a critical facility within the City;

WHEREAS, the FEMA, through GOHSEP, makes funding available through a reimbursable grant under the Hazard Mitigation Grant Program (HMGP) to purchase and install generators to protect critical facilities during an emergency;

WHEREAS, the City is eligible to receive funding under the HMGP for four (4) 1000kW 480V, 3-phase diesel generator sets, which will protect the WPCC's operations during an emergency or power outage;

WHEREAS, the cost to purchase and install the generators is approximately \$3,817,841.00;

WHEREAS, under the HMGP, the City is required to fund the purchase and installation of the generators but will be eligible to seek reimbursement of up to 75% of the total cost (~\$2,863,381.00), with the City bearing the remaining 25% (~\$954,460.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that City of Monroe is hereby authorized to participate in the Hazard Mitigation Grant Program by purchasing and installing generators and equipment for the Water Pollution Control Center;

BE IT FURTHER RESOLVED, that the City of Monroe is authorized to fund the initial purchase and installation of the generators and equipment, seek reimbursement under the Hazard Mitigation Grant Program for the maximum allowable contribution, and contribute up to twenty-five percent of the total costs as matching funds under the program; and

BE IT FURTHER RESOLVED, that Mayor Friday Ellis is hereby authorized to execute and submit all documents necessary to apply for, accept, and participate in the Hazard Mitigation Grant Program for the purposes set forth herein.

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 February 2024.

CITY CLERK

CHAIRPERSON

February 27, 2024

Mr. Roland Spano, Jr.
Senior State Applicant Liaison
Region 6 and Statewide Projects
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Boulevard
Baton Rouge, Louisiana 70806

Subject: FEMA-HMGP DR-4559-0075
City of Monroe, Louisiana
Water Pollution Control Center Standby Generators

Dear Mr. Spano:

Please accept this letter as evidence of the City of Monroe's commitment to provide matching funds up to \$954,460.00 under the Hazard Mitigation Grant Program (HMGP) for the purchase and installation of generators at the City's Water Pollution Control Center. The City's commitment is based on the previously-submitted opinion of probable cost of \$3,817,841.00 and the City's required match of 25%. I am attaching a resolution from the Monroe City Council affirming the City's commitment.

We appreciate the consideration to assist with the funding of these standby generators to protect this critical facility and the health, safety, and welfare of the general public during an emergency.

Sincerely,

Mayor Friday Ellis
City of Monroe

Cc: Mr. C. Morgan McCallister, P.E. – City Engineer, COM

FEMA REGION VI
HMA - MITIGATION DIVISION

PROJECT #: 4559-0075

REQUEST FOR INFORMATION (RFI)

DATE OF RFI: 12/12/2023

Response is due on or before 01/15/2024

CITY OF MONROE

PROGRAM HMGP	SUB-RECIPIENT: GOHSEP PROJECT TITLE: GOHSEP STATEWIDE 5% INITIATIVE FOR GENERATORS AND PUMPS	FEMA USE ONLY DATE RESOLVED
DISASTER # DR-4559-0075	CONCERNS/ QUESTIONS (PROVIDE NEEDED DOCUMENT(S) / RESPONSE)	
Sub-Applicant General Information		
PROVIDE THE FOLLOWING INFORMATION:		
1. Clear photos and maps (front, back, sides angles) w/clear marked construction layouts of generator sites Uploaded to the project worksheet		
2. Provide Alternatives (none provided in application) Provided in application		
3. All assurances (SF-424, SF-424C, SF-424D, SF-LLL, Form 20-16C) signed and completed attached		
4. Commitment letter/s attached		
5. Manufactures Spec for all generators and locations of generators Uploaded to project worksheet		
6. FIRMETTES for all locations An LSU Ag Map was uploaded to the project worksheet		
7 Generators descriptions, size, KW's, Phases, fuel supply (portable/permanent for all generators and building age) Uploaded to the project worksheet		
8. Accurate addresses for each generator with GPS Uploaded to the project worksheet		
9. Site information, (ex. generator housing: fenced in or in a building, etc.) 1974		
10. Facility Information, (date structure was built; Construction type: brick, frame etc.) <u>The Water Pollution Control Center was first constructed in 1972 and has gone through several upgrades and expansions. The facility has multiple concrete and brick process structures and buildings.</u>		
Project Description / Scope of Work -SOW		
1. Clear Scope of Work that includes description of ground disturbance, wiring, size of generators, etc. <u>As presented in the April 2022 application: four (4) 1000kW 480V, 3-phase diesel gensets with two (2) parallel switchgear and two (2) 4000A automatic transfer switches are needed. Each 4000A ATS (paralleling gear) will require 10 sets of feeders consisting of three 500KCMIL stranded, shielded copper conductors with a 1/0AWG ground in each set. Each set will require a 4" PVC conduit for the generator and all electrical equipment will receive 5 sets of the conductors from the paralleling gear. Each will be tied to the facilities existing grounding system.</u>		
2. Provide three alternatives See above, item #2		
Budget/Cost		
PROVIDE THE FOLLOWING INFORMATION:		
1. Detailed itemized budget for each generator/facility attached "Cost Estimate" as presented in April 2022 application		
2. Budget cost estimates, and a budget narrative for each generator/facility attached "Cost Estimate" as presented in April 2022 application		
3. Provide SRMC signed document and PM budget narrative attached		
4. Include Maintenance cost and agreement. <u>The City of Monroe will own and operate the generators</u>		
Timeline/Schedule		
Environmental Review		
Pending review		
Technical/ BCA Review		

**FEMA REGION VI
HMA - MITIGATION DIVISION**

Provide BCA export files with support documents Not required for Statewide Initiate projects	
Planning Review	
Other Required Information	
Verify GAR and NEMIS totals(make necessary corrections)	
Update NEMIS with all 55 addresses in the property inventory tab	

Notes: Please provide the requested information within 30 days of receipt so that there is not a delay in review of your sub-application. Response is due on or before 01-15-2024

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

The following Ordinance was introduced by _____, who moved for its adoption and was seconded by _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ENTER INTO A JOINT-USE AGREEMENT WITH LA DOTD FOR PARKING ADJACENT TO OUACHITA GRAND PLAZA AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe owns Ouachita Grand Plaza and leases it to Ouachita Grand Plaza, Inc. to provide housing for elderly and handicapped residents;

WHEREAS, the area adjacent to Ouachita Grand Plaza is within the right-of-way limits of Interstate 20 and under the control of Louisiana Department of Transportation (LaDOTD) and the Federal Highway Administration;

WHEREAS, the City and LaDOTD previously entered into a Joint-Use Agreement to provide for the City's use of the space as a parking lot for Ouachita Grand Plaza;

WHEREAS, adjacent parking is essential to Ouachita Grand Plaza, Inc., and the City, through its lease with Ouachita Grand Plaza, Inc., assigned its rights under the Joint-Use Agreement to use the parking lot to Ouachita Grand Plaza, Inc.;

WHEREAS, the Joint-Use Agreement has expired, necessitating a new agreement; and

WHEREAS, the City of Monroe and LaDOTD have agreed to a new Joint Use Agreement, which is attached hereto and made hereof, providing for continued use of the space.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis be and is hereby authorized and empowered for and on behalf of the City of Monroe to enter into and execute the attached Joint-Use Agreement with the State of Louisiana Department of Transportation and Development.

This Ordinance was introduced on the _____ day of February, 2024.

Notice published on the _____ day of February, 2024.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

**JOINT-USE AGREEMENT
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD" and the City of Monroe, Louisiana, hereinafter referred to as "Lessee".

WITNESSETH:

That DOTD for and in consideration of the covenants, conditions, agreements and stipulations of Lessee expressed does hereby agree to allow Lessee to use the land and airspace of State Highway Interstate 20 (I-20) within the limits of the State Project No. 451-06-05 R\W, 451-06-07 Const. and Federal Project No. I-20-3(9)114 R\W, I-20-3(12)115 Const., as shown on the attached drawings marked "Exhibit B" for a term of (5) years which will be automatically renewed each 5 years unless terminated by one or other of the parties.

The premises shall be used during the tenancy hereof exclusively for the purpose of allowing parking and Lessee agrees that no income will be generated by the proposed use.

The premises to be used by Lessee are more particularly described in "Exhibit A".

This agreement is granted subject to the following general conditions as applicable unless clearly inappropriate:

(1) The use of the premises shall conform in all respects to Title 23, Code of Federal Regulations, Section 710, Subpart D, "Real Property Management." It is clearly understood that the use permitted under this Joint-Use Agreement shall be unconditionally subject and subordinate to the right of DOTD to use the land for highway and other transportation purposes. Vehicular access to the area described in this Agreement directly from the established grade line of an Interstate Highway is specifically prohibited.

The airspace of this Agreement located below and within ten (10) feet of elevated structures, shall not extend above a point one (1) foot lower in elevation than the bottom of the structure, and

shall include the bottom of steel and concrete girders, pile caps, etc., as applicable.

(2) Vehicles used or designed for the transportation of gasoline or petroleum products shall not be permitted on the premises; nor shall flammables (liquids, gases and solids), as well as explosives, bulk storage of gasoline, or petroleum products, be permitted on the premises.

(3) Structures authorized to occupy the airspace will be of fireproof construction, as defined by the provisions of the applicable building codes and will not be used for the manufacture of inflammable material, or for the storage of materials, or other purposes deemed by DOTD or Federal Highway Administration to be a potential fire or other hazard to the highway. The operation and maintenance of the space will be subject to regulation by DOTD to protect against fire or other hazard impairing the use, safety, and appearance of the highway. Lessee shall, at its sole expense, keep and maintain the premises free of all grass, weeds, debris, and inflammable materials of every description, and at all times the premises shall be kept in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of Louisiana Highway System will be required.

(4) No new improvements shall be placed in, or upon the premises and no new alterations shall be made on, in or upon said premises without the consent and approval of DOTD and Federal Highway Administration obtained, in writing, under penalty of cancellation of the Agreement.

(5) Lessee shall be liable and responsible for all costs or expenses incurred in the construction, operation and maintenance of the facilities permitted hereunder including, but not limited to, assessments, taxes and utilities.

(6) On-premise signs, displays, or devices may be authorized by DOTD, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of DOTD, subject to the Federal Highway Administration approval. All on-premise signs, displays, and devices indicating ownership and the type of activity being conducted in the facility existing and in place at the time of this Agreement are deemed authorized and approved.

(7) Lessee shall secure all necessary permits required in connection with operations on the premises and shall comply with all Federal, State and Local statutes; ordinances, or regulations which may affect, in any respect, Lessee's use of the premises.

(8) Lessee, at Lessee's own cost and expense, shall maintain said premises, including all driveways, fences and guardrail, heretofore or hereafter erected, subject to the approval thereof by

DOTD. Lessee shall take all steps necessary to effectively protect the fences and guardrail, and the piers and columns of the bridge from damage incident to Lessee's use of such premises, all without expense to DOTD. Lessee shall be liable to and shall reimburse DOTD for any damage to DOTD owned fences, guardrail, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by Lessee or any person entering upon the same with the consent of Lessee, expressed or implied. Any future proposed plans for driveways, fence openings, wheel rails, landscaping, surfacing and lighting shall be filed with and approved by DOTD prior to the commencement of any work hereunder by Lessee, all at Lessee's expense. There shall be no attachment to existing structures. Existing drainage patterns shall be maintained and positive drainage shall be provided in the area at all times. Fence damage shall be repaired in-kind.

(9) Lessee shall occupy and use said premises at its own risk and expense, including any and all claims for damage to property, or injury to, or death of, any person entering upon same with Lessee's consent, expressed or implied.

(10) Lessee is self-insured for general liability for bodily injury, personal injury, and property damage. Coverage includes the airspace facilities authorized in this Agreement; to provide for the payment of any damages occurring to the highway facility and to the public for personal injury, loss of life and property damage resulting from Lessee's use of the premises. Lessee may assign its obligation to provide coverage or require insurance coverage to an approved sublessor.

(11) Title and control of the area of right-of-way involved will remain with DOTD. DOTD specifically reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of DOTD for the purpose of inspecting said premises, or doing of any and all acts necessary or proper on said premises in connection with protection, maintenance, painting, and operation of structures and appurtenances; provided further that DOTD reserves the right, at its discretion, to immediate entry upon the premises and to take immediate possession of the same only in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said structures, and during said period Lessee shall be relieved from the performance of all conditions or covenants specified herein.

(12) DOTD hereby covenants and agrees with Lessee that Lessee, shall at all times during its tenancy peaceably and quietly have, hold and enjoy the premises, without suit, trouble, or hindrance from DOTD: provided, however, and it is further agreed, that if Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by

Lessee; or if Lessee discontinues use of the premises for more than a continuous 60-day period; or if Lessee attempts to sell or assign these premises without written consent of DOTD; said act or acts of omission or commission may, at the option of DOTD, constitute a forfeiture of all rights under, the voiding of, and the ending of the term of this Agreement, and the further occupancy of said premises after such forfeiture by Lessee shall be deemed held and taken as a forcible detainer thereof by Lessee; and said DOTD may, without notice, re-enter and take possession thereof, and with or without force and with or without legal process, evict and dispossess Lessee from said premises; and if any suit be brought by DOTD against Lessee for breach of any condition or covenant herein contained by Lessee or any summary action be brought by said DOTD for forfeiture of this Agreement or to recover possession of said premises, Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount which shall be ascertained and fixed by the Court.

(13) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, Lessee will peaceably and quietly leave, surrender, and yield up to DOTD all and singular DOTD-owned premises with said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, and public calamity, by the elements, by act of God, or by circumstances over which Lessee has no control, excepted. Any signs or other appurtenances placed on DOTD-owned premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the Agreement and said premises shall be restored to its previous condition with the exception of surfacing, wheel rails, and column guards, all at the expense of Lessee; provided, that if any signs or other appurtenances are not so removed after thirty (30) days written notice from DOTD to Lessee, DOTD may proceed to remove the same, and to restore the said premises, and Lessee shall pay DOTD upon demand, the reasonable cost and expense of such removal and restoration; or DOTD may, in its absolute discretion, elect to declare the same the property of DOTD whereupon all right, title and interest of Lessee shall terminate.

(14) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual consent of the parties hereto, all subject to the prior approval of the Federal Highway Administration.

(15) Lessee agrees to adequately maintain and police these facilities at all times to the

satisfaction of DOTD and the Federal Highway Administration.

(16) Lessee shall not lease or subcontract operations on the premises except with the prior written approval of DOTD and the Federal Highway Administration. Lessee is authorized and approved to assign and subcontract this Agreement to Ouachita Grand Plaza, Inc., a Louisiana non-profit that has historically used the City-owned building located adjacent to this parking structure to operate housing for the elderly and needy citizens of Monroe, Louisiana.

(17) The terms and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of any approved successor or assignee of Lessee.

(18) The use of the premises shall be in compliance with Title 49, Code of Federal Regulations, Part 21 "Non-discrimination in Federally-assisted Programs."

(19) The property covered in this Joint Use Agreement was acquired by the Louisiana Department of Transportation and Development (DOTD) for use in highway construction and has been determined to have no significant use as or plans for use as a park, recreation, or wildlife and waterfowl purpose as described in Section 4(f) (49 U. S. C. 303). This agreement does not create a long-term right, and therefore any park or recreational activity would be temporary pending a future highway or transportation need. Section 4(f) (49 U.S.C. 303) funding sources may not be used for any properties associated with this agreement.

(20) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated at any time by Lessee upon ninety (90) days prior notice, in writing, and by DOTD upon ninety (90) days prior notice, in writing, but in no event prior to one (1) year after execution, unless under provisions as provided above. In the event of cancellation by DOTD, said notice shall be served upon the City of Monroe, Louisiana at City of Monroe, Legal Department, 400 Lea Joyner Memorial Expressway, Monroe, LA 71201.

In the event of cancellation by Lessee said notice shall be served on DOTD at Post Office Box 94245, Baton Rouge, Louisiana 70804-9245. In the event of breach of any of the above nondiscrimination covenants, DOTD shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto of the date herein first above written.

CITY OF MONROE, LOUISIANA

BY: _____

_____ (Print)

_____ (Title)

_____ (Date)

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____

Tim Hutchinson, P.E.

Right-of-Way Permit Engineer

_____ (Date)

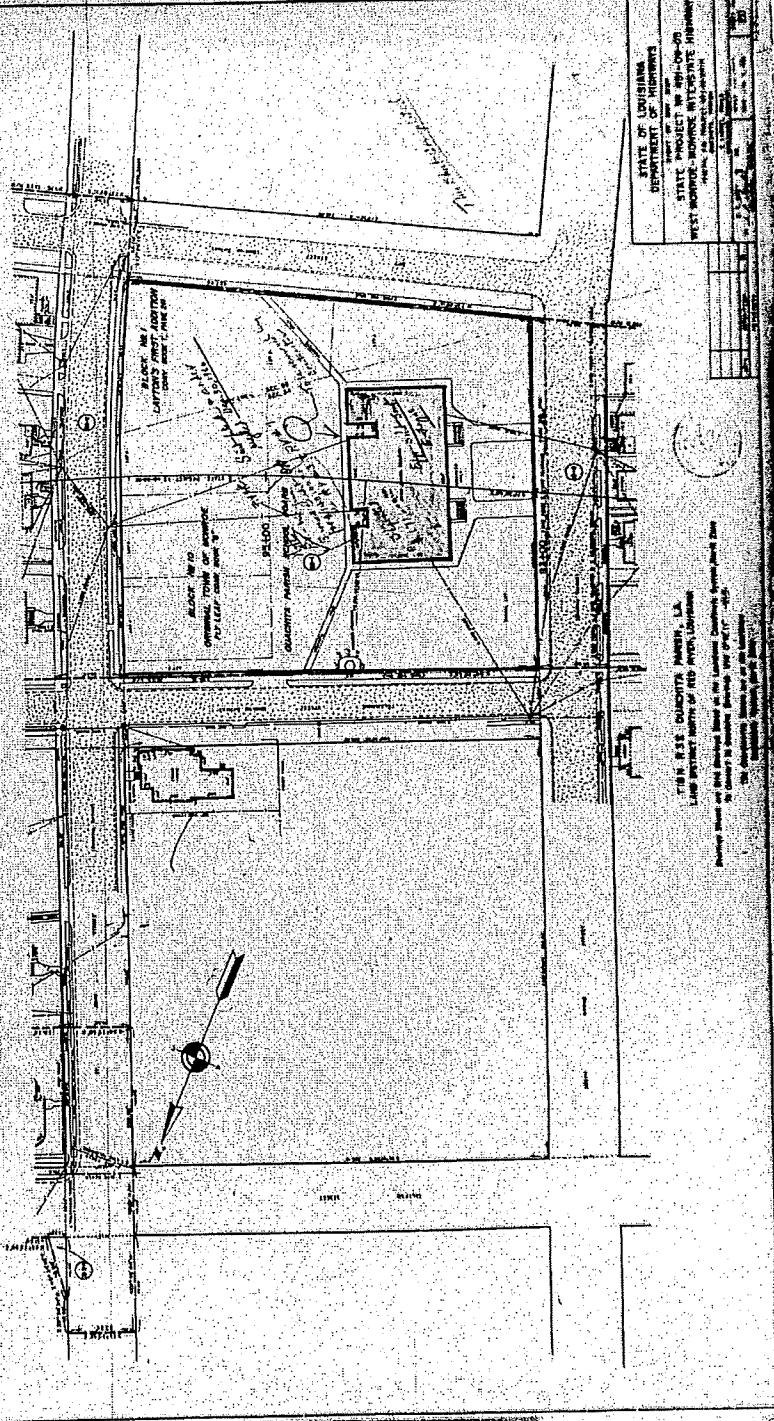
APPROVED BY: _____ FEDERAL HIGHWAY ADMINISTRATION _____ DATE _____

LEGAL DESCRIPTION

Beginning on the Southeast corner of Telemaque Street and South Grand Street; thence travel S 23° 34' 34" E 252.54 ft.; thence N 73° 02' 11" E 457.48 ft.; thence N 18° 17' 43" W 110.43 ft.; thence N 23° 38' 04" W 177.00 ft.; thence S 66° 20' 56" W 303.47 ft. to the Point of Beginning. The last described property being the same as Block 10 Original town of Monroe, Louisiana and said property containing 81,507.1 sq. ft.

NO.	DESCRIPTION	DATE	BY	CHECKED BY

Exhibit B



STATE OF LOUISIANA
 DEPARTMENT OF TRANSPORTATION
 STATE PROJECT NO. 88-06-02
 WEST BAYOU - BOYKIN INTERSTATE BRIDGE
 DRAWING NO. 88-06-02-100
 SHEET NO. 100 OF 100

TIBBALS DESIGN PARTNERS, L.P.
 1100 BAYOU BLVD. SUITE 200
 METairie, LA 70002
 PHONE: 504-885-1100
 FAX: 504-885-1101
 WWW: WWW.TIBBALSDESIGN.COM

ROLL 024 FRAME 191

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 APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL NO. 81, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the collective bargaining agreement between the City and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO, has expired;

WHEREAS, the parties have negotiated and reached an agreement on the terms of a new collective bargaining agreement, which is attached hereto and made part hereof; and

WHEREAS, in accordance with La. R.S. 44:67.1, a copy of the agreement has been posted on the on the City’s website and written notice has been provided according to law.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective March 1, 2024, through December 31, 2028, by and between the City of Monroe and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO is hereby adopted.

This Ordinance was introduced on February _____, 2024.

Notice published on February _____, 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 February _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

LABOR AGREEMENT

CITY OF MONROE

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS

MONROE POLICE DEPARTMENT

LOCAL #81, AFL - CIO

2024-2028

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AGREEMENT

On this ____ day of _____ 2024, the City of Monroe, Louisiana (CITY), and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO, (UNION), enter into and agree to the following contractual agreement (the “Agreement”).

PURPOSE

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its citizens, its employees, and the UNION.

The parties agree and recognize that it is the obligation of the CITY by law to establish and the obligation of the UNION to render proper services to the public. To these ends, the CITY and the UNION encourage to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all employees.

ARTICLE I: UNION RECOGNITION

The CITY recognizes the UNION as the sole and exclusive collection bargaining agent for all full-time patrolmen, radio operators, jailers, secretary to assistant chief, secretaries, accountant, beginning clerk, clerk I, clerk II and meter clerks, excluding the Chief, Assistant Chief, Majors, Captains, Lieutenants, and Sergeants, and all other employees, for the purpose of collective bargaining with respect to matters of pay, wages, hours of employment, and other terms and conditions of employment.

The positions of Chief, Assistant Chief, Majors, Captains, Lieutenants, Sergeants, and all other employees not part of the bargaining unit may be listed in the Agreement from time-to-time solely for administrative convenience.

ARTICLE II: MANAGEMENT RIGHTS

SECTION I

All managerial rights are reserved to the CITY except as herein expressly limited. Subject only to the other provisions of the Agreement, the CITY reserves the right to utilize personnel and the methods, in the most efficient manner possible, to manage and direct the employees, including the rights to hire, promote, classify, transfer, assign or retain employees in positions within the Department in accord with applicable laws; to take any appropriate disciplinary action against employees for cause; to determine the size and composition of work forces; to determine the best methods and technology by which operation of the Department should be conducted. Should any employee covered by this Collective Bargaining Agreement be aggrieved by the action of the CITY through the authority of this Article, the employee and the UNION body reserve and retain the recourse of the CIVIL SERVICE BOARD established for that purpose within the CITY of Monroe and/or a Court of proper jurisdiction.

SECTION II

The CITY and management have the right to implement work-related furloughs for any existing employee, and any furlough will result in the employee not receiving any money or wages during the period of the furlough, excluding state supplemental pay, if applicable. Further, during a furlough, any portion of an employee's pay funded by the Police Salary Sales Tax Proposition passed on or about September 18, 2004, and referenced in Article XIII, Section I, shall be reimbursed to the CITY's general fund, including any associated costs, such as Medicare and pension contributions at the CITY's most current contribution rate. For the purposes of this section, furlough shall mean time off without pay, excluding state supplemental pay, if applicable.

ARTICLE III: STRIKES AND LOCKOUTS

SECTION I

The UNION shall neither cause, engage in, or encourage, nor shall any employee cause or engage in any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, interruptions, delays of work, sit-downs, refusals to work overtime, nor any mass false illnesses such as the Blue Flu. The CITY has the right to require medical examination by the physician mutually agreed upon by the CITY and the employee, of any employee or employees suspected of having false illnesses such as "Blue Flu" in violation of this Section. The CITY shall pay for the required medical examination. Failure to submit to the medical examination shall be grounds for discipline by the CITY. Any employee who violates this Article shall be subject to discipline by the CITY. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

SECTION II

Upon the receipt of written notice by the CITY that employees covered by the Agreement are engaging in the conduct prohibited by Section I above, the UNION, its Officers, agents or representatives shall take all possible action to end such unauthorized conduct. Such UNION action shall include the conspicuous posting of all notices on the bulletin board used by the UNION pursuant to Article V below and at all other locations where the UNION customarily posts notices. The notices shall bear the signature of the duly authorized representative of the UNION and shall state that a violation of the non-strike clause is in progress and that all employees are instructed to return to work immediately.

ARTICLE IV: UNION DUES

The CITY shall deduct regular monthly UNION dues from the pay of each UNION member, and the procedure used for deduction of union dues shall be agreed upon by the CITY and the UNION, so long as said procedure includes the voluntary execution by the employee of a written and specific authorization for such deductions. Said authorization shall be revocable at any time at the will of the employee by delivery of a letter of revocation to the Chief of Police. The amount of such deduction and a list of employees to be included will be furnished

and kept up to date by the UNION.

ARTICLE V: BULLETIN BOARDS

The CITY shall permit the UNION to use a bulletin board at each assembly area for the purpose of posting notices deemed necessary for the UNION. No political notices will be posted on the above-mentioned bulletin boards.

ARTICLE VI: MEETING PLACE

The CITY shall permit the UNION the use of the Patrol Briefing Room for the purpose of holding regular and special UNION meetings as not to interfere with normal operations of the department.

ARTICLE VII: CONVENTIONS AND MEETINGS

SECTION I

The EXECUTIVE BOARD shall have the exclusive right to select from its EXECUTIVE BOARD not more than five (5) delegates to attend, without loss of pay, the annual I.U.P.A. and AFL-CIO Convention.

The UNION shall have the exclusive right to select from its EXECUTIVE BOARD no more than five (5) members, unless additional members are authorized by the Chief of Police, to attend the Louisiana Peace Officers Convention, the Municipal Peace Officers Convention, and the annual Louisiana UNION of Police training session, as well as other peace officer related conventions and/or meetings, with the choice of the meetings to be mutually agreed upon by the CITY and the UNION. The aforementioned delegates shall be the sole and exclusive representatives of the UNION.

The president of the UNION, or his/her designee, shall be granted administrative leave to attend board meetings of the Municipal Police Retirement System.

SECTION II

Members of the EXECUTIVE BOARD of the UNION shall be granted administrative time to attend the Legislative Sessions (pertaining to the UNION and/or membership) as needed each year. Every effort shall be made to accommodate the UNION in its efforts to attend the legislative sessions.

The CITY shall allow the president of the UNION, or his designee, administrative time up to two (2) weeks, unless additional time is authorized by the Chief of Police, to attend Louisiana State Legislative Session to address issues pertinent to the organization. Incidental expenses incurred by the designee/President will be paid by the Monroe Police Local #81 UNION.

Additional time, up to one week, will be granted in the case of a special session and on extended legislative sessions when items pertaining to the UNION or its membership are to

be addressed.

Any leave under this Article, including Sections I and II, is subject to the prior approval of the Chief of Police. Notwithstanding the foregoing, if a declared state of emergency exists or if an employee on vacation leave would need to be called back to work to accommodate any request for administrative leave under this Article, the Chief of Police can deny the request for administrative leave.

ARTICLE VIII: COURT TIME

All off-duty court time spent by employees covered by this Agreement as the result of the employee's regular tour of duty, on behalf of the CITY of Monroe, State of Louisiana, or United States Government shall be compensated monetarily. This time shall be compensated for at the regular hourly rate of pay, with a minimum pay of three (3) hours. In addition, each employee will be paid for the noon recess, if the employee is required to return to the afternoon session of Court.

ARTICLE IX: SICK LEAVE

SECTION I

Each employee employed prior to January 1, 1996, and covered by the Agreement shall be allowed the maximum amount of sick leave in any one twelve (12) month period as is mandated by Louisiana Revised Statute R.S. 33:2214. Employees, other than Police Officers and Jailers, who were employed after December 31, 1995, shall be governed by the CITY's sick leave policy. Police Officers and Jailers are covered under R.S. 33:2214, regardless of the date of employment.

SECTION II

Sick Leave Incentive: Each employee not utilizing any sick time in a quarter will be awarded an additional 12 hours of vacation for that quarter.

SECTION III

The sick leave policy will be enforced equally among employees.

All previously accrued ULT ("Uncompensated Leave Time") shall not be compensable upon separation of employment.

ARTICLE X: VACATION TIME

SECTION I

After completing one (1) year of employment, which is measured from the employee's hire date, each employee covered by the Agreement shall enjoy a paid vacation each twelve (12) month period, with the year being measured from the employee's anniversary hire date.

SECTION II

The vacation time allotted each employee covered by this Agreement shall be computed vacation hours as follows:

- | | |
|---|-----------|
| (1) One through five years continuous service | 150 hours |
| (2) Over five through ten years continuous service | 190 hours |
| (3) Over ten through fifteen years continuous service | 230 hours |
| (4) Over fifteen years continuous service | 270 hours |

Continuous service shall mean service which does not include an absence of one year from employment with the Monroe Police Department.

Each employee covered by the Agreement shall have the option of using their vacation hours in any one (1) hour or more increment. Each employee shall have the option of carrying up to 960 hours to be taken individually or collectively. Departmental seniority and policy shall prevail in the scheduling of vacation time in accordance with Departmental manpower needs.

No vacation hours earned in excess of 960 hours will be credited to any employee.

If made available for CITY employees, the option for cash in of vacation hours will also be made available to Monroe Police Department employees.

SECTION III

Designated Holidays, Extra Holidays and Pre-Holidays

The following are designated holidays:

New Year's Day
Martin Luther King Day
Easter
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

(If an employee's birthday falls on designated holiday, they will be compensated for both.)

Designated Holiday: If an employee works on a "designated holiday" they will receive double time pay for the number of hours worked on that day. The employee will also receive a floating holiday for that holiday equal to the number of hours the employee is regularly scheduled to work. If an employee is scheduled off or utilizes time to be off on a designated holiday, they will receive a floating holiday equal to the number of hours they are regularly scheduled to work. (Example: If employee works a 12 hour shift on a designated holiday, the employee will receive 24 hours of pay and 12 hours of floating holiday time).

Extra Holiday: From time to time the Mayor may grant an “extra holiday.” For example, the Mayor may grant the Friday after Thanksgiving as an “extra holiday.” On these days, all employees (working or off) will receive a floating holiday equal to the number of hours they are normally scheduled to work.

Pre-Holiday: From time to time the Mayor may grant a “pre-holiday” where employees are allowed to leave early. For example, the Mayor may grant the Wednesday before Thanksgiving as a “pre-holiday” and allow employees to leave at 3:00 pm. This pre-holiday runs to the close of business hours for the CITY which is 5:00 pm. On these days, all employees that remain at work will receive floating holiday hour(s) equal to the number of “pre-holiday” hours (start of the pre-holiday until 5:00 pm). With the previous example, if an employee is allowed to take off for the “pre-holiday” hours, the employee will not be awarded two hours of floating holiday time.

Inclement Weather: From time to time the Mayor may declare an “inclement weather” day when severe or harsh weather conditions make it unsafe or impractical to travel, commute, or work. On these days, employees who are scheduled to work will be compensated for their regular shift, regardless of whether they are required to report to work. Employees who are required to work their scheduled shift on an inclement weather day shall, in addition to their regular compensation, receive a floating holiday equivalent to the number of hours worked on the inclement weather day. Employees who were not scheduled to work on inclement weather days and employees who are on scheduled or approved leave (e.g., sick, vacation, compensatory, ULT, Auxiliary, FMLA, or otherwise) will not be eligible to receive a floating holiday.

For the purposes of this section, “floating holiday” is defined as follows: hours earned for the purposes of paid time off but not compensable if unused.

No floating holiday hours earned in excess of 240 hours will be credited to any employee.

SECTION IV

Departmental seniority and policy shall prevail regarding the use of floating holiday time, in accordance with Department manpower needs. The Department will recognize floating holiday time off as it recognizes compensatory time and as further outlined in the compensatory time policy document titled Paul W. Brown et al vs. CITY of Monroe, docket #3:02-1666.

ARTICLE XI: MILITARY SERVICE

SECTION I

Any employee who is a member of reserve force of the United States or of this State and who is ordered by the appropriate authority to attend a compulsory annual training period (i.e. summer camp), under the supervision of the United State or this State, shall be granted leave with pay, not to exceed fourteen (14) days for such activity.

SECTION II

Any employee who is ordered into active service or who being a member of a reserve force is activated in the armed forces of the United States or of this State, while in the service of the employer, shall be granted a leave of absence without pay for the period of such military service.

ARTICLE XII: INCENTIVE PAY PLAN

SECTION I

A system of college incentive pay shall be in effect for all full-time employees in the Classified Service, meaning those who are covered by the State of Louisiana Fire and Police Civil Service Law. An employee may only be eligible for one plan (the highest he/she is qualified to earn). This incentive pay scale will apply when an employee has or obtains the following:

- (1) Upon his/her employment with the Department or upon being earned, an employee with one (1) year of college credits (32 semester hours) or more in an approved curriculum shall be paid one hundred dollars (\$100) per month above his/her base pay.
- (2) Upon his/her employment with the Department or upon being earned, an employee with an associate degree or two years (2) years of college credit (64 semester hours) or more in an approved curriculum shall be paid one hundred fifty dollars (\$150.00) per month above his/her base pay.
- (3) Upon his/her employment with the Department or upon being earned, an employee with a Bachelor's Degree in an approved curriculum shall be paid two hundred twenty-five (\$225.00) per month above his/her base pay.
- (4) Upon his/her employment with the Department or upon being earned, an employee with a Master's Degree in an approved curriculum shall be paid two hundred seventy-five dollars (\$275.00) per month above his/her base pay.

Employees hired after September 13, 2011, shall only receive college incentive pay for an Associate Degree, Bachelor's Degree, or Master's Degree. Semester hours will not be considered for these employees.

SECTION II

Professional longevity pay shall be paid to those employees in the Classified Service. Said pay shall be granted to the employee in addition to his base pay on a monthly basis. The scale of pay is to be as follows:

- | | |
|---|----------|
| (1) One through three years continuous service | \$50.00 |
| (2) Over three through five years continuous service | \$75.00 |
| (3) Over five through nine years continuous service | \$100.00 |
| (4) Over ten through fifteen years continuous service | \$125.00 |
| (5) Over fifteen years of continuous service | \$175.00 |
| (6) Over twenty years of continuous service | \$225.00 |

Professional longevity pay shall be granted to those qualified employees whose years of service are accumulated with the Monroe Police Department and do not include an absence of more than one (1) year from employment with the Monroe Police Department.

SECTION III

Each employee shall be granted both of the aforementioned pay plans, as he/she becomes eligible.

SECTION IV

Eligible employees shall be entitled to receive the following:

- (1) Each employee covered by the Agreement who successfully completed the EMT-Paramedic Training Program shall be entitled to the sum of two hundred dollars (\$200.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given each other year and provided that any employee receiving Emergency Medical Technician-Paramedic pay shall not receive First Responder pay. Before receiving the above EMT-Paramedic incentive pay, each employee shall provide the Appointing Authority written certification demonstrating successful completion of the semi-annual, required refresher course.
- (2) Each employee covered by the Agreement who successfully completes the Emergency Medical Technician-Basic Training Program shall be entitled to the sum of one hundred seventy-five dollars (\$175.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given every other year and provided that any employee receiving Emergency Medical Technician-Basic pay shall not receive First Responder pay.
- (3) Each employee covered by the Agreement who successfully completes the First Responder Course, or a course of its equivalence, shall be entitled to the sum of one hundred dollars (\$100.00) per month as additional incentive pay, provided however,

that such entitlement to continue, such employee must successfully complete the refresher course given every other year.

SECTION V

Each employee covered by the Agreement, who is classified by the Department at K-9 Patrol, in accordance with departmental rules, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VI

Each employee covered by the Agreement, who is classified by the Department as a member of the Dive Team, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VII

Each employee covered by the Agreement, who is classified by the Department as a Bomb Technician, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive/hazardous duty pay.

SECTION VIII

Employees designated by the Chief of Police as Field Training Officers, Communications Training Officers, and Departmental Records Clerk Training Personnel shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay. To be eligible for incentive pay, the Training Officers/Training Personnel must have trained an employee at least one day in the preceding calendar month and must have completed all required training documentation.

SECTION IX

Each employee designated by the Chief of Police as a member of the Traffic Division who has successfully obtained certifications in Traffic Investigation and Reconstruction shall receive the sum of (\$100.00) per month as additional incentive pay.

ARTICLE XIII: SALARY

SECTION I

The minimum annual base salaries are as set forth below:

MPD SALARIES		
CLASSIFICATION	RANK	ANNUAL BASE PAY
9001	BEG PATROL	\$33,481.00
9002	PATROL I	\$34,292.00
9003	PATROL II	\$36,448.00
9004	CORPORAL	\$40,244.00
9005	SERGEANT	\$43,902.00
9006	LIEUTENANT	\$45,831.00
9007	CAPTAIN	\$49,357.00
9008	MAJOR	\$52,882.00
9009	ASST CHIEF OF POLICE	\$62,746.00
9011	SECRETARY TO THE CHIEF OF POLICE	\$37,725.00
9016	POLICE SUPPLY CLERK	\$33,434.00
9017	BUDGET & ACCOUNTING ADMINISTRATOR	\$34,590.00
9019	SUPERVISOR OF POLICE RECORDS	\$39,792.00
9020	STENOGRAPHER	\$33,424.00
9021	EVIDENCE OFFICER	\$29,789.00
9023	CLERK BEG	\$28,217.00
9024	CLERK I	\$29,000.00
9025	CLERK II	\$29,787.00
9026	POLICE COMMUNICATIONS SUPERVISOR	\$39,792.00
9027	RADIO OPERATOR BEG	\$31,780.00
9028	RADIO OPERATOR I	\$33,108.00
9029	RADIO OPERATOR II	\$34,434.00
9030	METER CLERK	\$29,715.00
9032	CUSTODIAN	\$29,112.00
9039	JAILER BEG	\$30,326.00
9040	JAILER I	\$31,661.00
9041	JAILER II	\$33,104.00
9044	JAILER SUPERVISOR	\$39,792.00
9043	CRIME ANALYST	\$52,497.00

*The "Annual Base Salary" includes pay from the Police Salary Sales Tax Proposition passed on September 18, 2004. This increase in salary shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws and is subject to the collection of sufficient sales tax revenue to pay new base.

SECTION II

All full-time employees covered under the Agreement shall receive supplemental pay (hereafter called "25th Check") with funds generated from the Police Salary Sales Tax Proposition passed on September 18, 2004. The monetary allotments shall be divided equally amongst all employees subject to this agreement. The allotments of the 25th Check shall be issued in the employees' regular payroll check on or before November 15th yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the police Salary Sales Tax.

An employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check will reflect the time of employment between the date of hire and the issuance of the last supplemental pay.

The UNION and the CITY must approve of the funds availability prior to the issuance of any supplemental pay.

ARTICLE XIV: WORKING HOURS

SECTION I

Overtime work shall be all work performed in excess of forty (40) hours in any one calendar week, including any training time, unusual work-related travel time, or other compensable time as prescribed by FLSA.

SECTION II

Any full-time employee required to actually work in excess of forty (40) hours of any calendar week, except as provided in Article VIII of the Agreement, shall be paid at the rate of one and one-half times his hourly wage, (the term hourly wage as used in any section of this contract shall be a computation of hourly rate based on the employee's monthly salary which will include the employee's base salary plus professional longevity, college incentive pay, and state supplemental pay). Vacation, sick, compensatory leave, floating holiday leave, or any other type of leave shall not be counted as hours actually worked for overtime purposes.

An employee called out shall receive four (4) hours minimum pay at an overtime rate. However, an employee who shall be called in to receive any disciplinary action shall not be deemed to have been called out and shall not be compensated, therefore, if said action is for just cause. The Internal Affairs Division should make an effort to accommodate the employee's schedule.

SECTION III

Departmental seniority and policy shall prevail regarding the use of compensatory time in accordance with Department manpower needs. All Monroe Police Department personnel shall be governed by the compensatory time policy document Paul W. Brown et al vs. CITY of Monroe #3:02-1666.

SECTION IV

The scheduling of the days of work and hours of work of all employees covered by the Agreement shall be at the discretion of the Chief of Police. Efforts will be made to accommodate the personal desires of the employees.

ARTICLE XV: EQUIPMENT

SECTION I

The CITY shall furnish each employee covered by the Agreement with the following listed equipment: two sets of handcuffs, two handcuff cases, one coat badge, one duty belt, one holster, one flashlight, one ammunition pouch, three belt keepers, one name tag, four short-sleeve shirts, three long-sleeve shirts, four pairs of pants, one tie, one jacket, one raincoat, one handgun and ammunition for such handgun, plus replacement items as needed due to destruction or wear. A monetary allotment should be given to plain clothes employees. Each individual will furnish his own socks and belt. Plain clothes employees will also be furnished a holster and ammo pouch, when required.

SECTION II

Patrolmen, Jailers, Radio Operators, Secretary to the Chief, Secretaries, Accountant, Steno-Clerks, Clerks, Meter Clerks, and all officers acting in the capacity of plain clothes officers, shall receive an annual \$125.00 allowance for shoe expense payable on January 1 each year. The CITY will be required to pay \$50.00 each month on the 15th for uniform maintenance.

Any new employee that is hired between the dates of January 1st – July 31st will be eligible for the shoe allowance their first year. Anyone hired after July 31st will receive their shoe allowance on January 1st of the next year.

Employees hired on or after September 13, 2011, shall not receive the uniform maintenance allowance but shall receive the shoe allowance.

SECTION III

Employees who fall in the category of plain clothes officers shall receive a monetary allotment of not less than \$1,200 per year for clothes of their choosing; \$300 payable each quarter. If the monetary allotment is increased for one plain clothes officer, all plain clothes officers shall receive that increased amount.

The Chief of Police, at his discretion, may allocate no more than \$150 per quarter to eligible

employees who do not fall into the plain clothes category.

ARTICLE XVI: DUTIES AND RESPONSIBILITIES

SECTION I

All full-time employees who are included in the Louisiana Municipal Fire and Police Civil Service Law shall perform duties and responsibilities as laid down by the aforementioned law.

SECTION II

Any employee required to work out of the class he holds shall be paid at the rate of pay for the next higher class above his rank during such excess.

ARTICLE XVII: GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by the Agreement under the Fire and Police Civil Service laws of the State of Louisiana, if any employee covered by this agreement feels that he/she has been treated unfairly, he/she shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the UNION to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor. Any grievance or complaint not filed in accordance with the following procedures will be dismissed and not considered.

Step I The aggrieved employee and his UNION representative shall within five (5) working days of the date the grievance occurred, present the facts to the employee's immediate supervisor, in writing. The immediate supervisor will submit his answer to the UNION representative and the aggrieved employee, in writing, within two (2) working days. A lack of response from the supervisor is to be concluded as a negative response/reply.

Step II Should the UNION decide that the reply of the immediate supervisor is unsatisfactory; the UNION Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within three (3) working days, reply to the UNION in writing, giving his decision.

Step III Should the UNION decide that the reply of the Chief is unsatisfactory, the UNION shall, within five (5) working days; submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the UNION representatives and the employer for further discussion of the issue.

ARTICLE XVIII: INSURANCE AND LEGAL REPRESENTATION

SECTION I

The CITY may maintain a policy of liability insurance covering each full-time sworn police officer for the purpose of protecting said officer in the event of any civil action or claim made against him/her because of the officers' performance of his/her official duties. If the CITY provides such

insurance coverage, any obligation to provide a legal defense or indemnity shall be governed by the terms of such insurance coverage.

SECTION II

In the event a police officer is named a Defendant in any civil action arising from the performance of the officer's official duties within the course and scope of their employment, the CITY shall provide a legal defense. The CITY shall not be obligated to provide a defense if the CITY, a court, an administrative body, the Monroe Fire and Police Civil Service Board, or a tribunal determines that the officer was not acting in the course and scope of their employment.

The CITY shall also not be obligated to provide a legal defense under the following circumstances:

1. The officer is terminated or discharged as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; the officer resigns or retires while under administrative investigation for the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; or the officer is arrested, indicted, or charged with criminal offenses as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; and
2. The officer's actions are intentional, egregious, deliberately indifferent, or constitute a standard of fault of gross negligence or higher.

If the CITY is obligated or agrees to provide a legal defense under this Section, the choice of defense attorney shall be at the sole discretion of the CITY.

The CITY is not obligated to indemnify the officer for any judgement, including money judgments, injunctive relief, and attorney's fees, rendered against him in any civil action unless explicitly required by law to indemnify the officer.

SECTION III

To the extent required by law, in the event there is any criminal action filed against any full-time sworn police officer for actions in the performance or furtherance of their official duties (that is, within the course and scope of their employment), and the officer was acting in good faith, the CITY agrees to indemnify and/or reimburse said officer for reasonable attorney's fees incurred by the officers on account of the institution of prosecution in the event that the officer is found not guilty of any criminal action. The obligation to reimburse the officer shall not occur until the charges are formally dismissed or finally adjudicated in court and the period for taking an appeal has expired.

An officer may waive his right to reimbursement prior to the dismissal of charges.

ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status or political affiliations. The UNION shall share equally with the CITY the responsibility for applying the provisions of the Agreement. All reference to employees in the Agreement designates both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The CITY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the CITY or any CITY representative against any employee because of UNION membership or because of any employee activity in an official capacity of behalf of the UNION, or any other cause.

The UNION assures that under the Non-Discrimination policy, no person represented under the provisions of the Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, or marital status be denied the benefits or be subject to the discrimination under any of its programs or activities.

The UNION recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining union without discrimination, interference, restraint, or coercion.

ARTICLE XX: SAVINGS CLAUSE

If any provisions of the Agreement are subsequently declared by proper legislative body or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions or the Agreement shall remain in full force and effect for duration of the Agreement. All parties acknowledge that from time-to-time municipal ordinances, which vary the terms of this Agreement, may be passed and that the execution and acceptance of the Agreement by the CITY is not a waiver of the CITY'S rights to pass such ordinances.

ARTICLE XXI: CONTRACT TERM

The term of this agreement shall be for four (4) years, from March 1, 2024, the date the Agreement takes effect, to December 31, 2028, the date the Agreement expires and is no longer in effect. Notwithstanding the foregoing, if, during the term of the Agreement, the CITY and the UNION agree to re-open the Agreement, the Agreement shall continue in full force and effect pending the outcome of negotiations.

SIGNATURE PAGE

CITY OF MONROE

Friday Ellis,
Mayor

MONROE POLICE LOCAL
#81 IUPA, AFL-CIO

Chris Turner, President

Anthony Cowan, Vice-President