

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 27, 2026, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – Mr. Harvey

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 13, 2026:
(PUBLIC COMMENTS)

V: PRESENTATIONS:

Joan Hampton - Ouachita Parish Animal Shelter

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:

None.

2. Department of Administration:

Public Comment:

(a) Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bid WPCC Inf. & Eff. Pump Sta. Valve Replacement Project. The estimate for the WPCC Inf. & Eff. Pump Sta. Valve Replacement Project is \$720,000.00.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

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5. Mayor's office:

Public comment:

None.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting the bid of Bentz Construction Group, LLC for the Texas Avenue & South 8th Street project and further providing with respect thereto.

(b) Adopt a Resolution authorizing an Entity/State Agreement with the Louisiana Department of Transportation and Development for the Local Road Signal Improvements Project (State Project No. H.016259); and further providing with respect thereto.

(c) Adopt a Resolution authorizing an Entity/State Agreement with the Louisiana Department of Transportation and Development for the Washington Street Sidewalks (N. 18th Street to Louisville Avenue) Project (State Project No. H.016893); and further providing with respect thereto.

(d) Adopt a Resolution accepting the work done by Don M. Barron Contractor, Inc. for the Thomas Ave & Georgia St. Water Improvements Project as substantially complete and further providing with respect thereto.

(e) Adopt a Resolution accepting the work done by Amethyst Construction, Inc. for the Powell Community Center Parking Lot Repairs Project as substantially complete and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance approving a Collective Bargaining Agreement by and between the City of Monroe and the Amalgamated Transit Union Local No. 1160, AFL-CIO.

(b) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Tobborie Snell all rights, title, and interest in and to lot 2 resubdivision, Square 2, Renwick's Addition, South 22nd Street (no situs address), Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes, pursuant to La. R.S. 47:2238.1 et seq., and further providing with respect thereto.

(c) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Tobborie Snell all rights, title, and interest in and to Lot 1-a resubdivision, Square 2, Renwick's Addition, 415 South 22nd Street, Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes, pursuant to La. R.S. 47:2238.1 et seq., and further providing with respect thereto.

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(d) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Kimareanne Ross all rights, title, and interest in and to Lots 7 and 8, Square 2, Breard's resubdivision of Squares 23 and 24, Stubbs Youngs Bayou Addition, 2205 Grammont Street, Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes, pursuant to La. R.S. 47:2238.1 et seq., and further providing with respect thereto.

(e) Introduce an Ordinance amending the City of Monroe Operating Budget for Fiscal Year 2026–2027 to appropriate additional funds for Transit Insurance Premiums, and further providing with respect thereto.

(f) Introduce an Ordinance amending the City of Monroe Operating Budget for Fiscal Year 2026–2027 to recognize additional revenues and appropriate funds for Prisoner Housing, LMA Expenses, and Winter Storm Fern Expenses, and further providing with respect thereto.

(g) Introduce an Ordinance amending the City of Monroe Operating Budget for Fiscal Year 2026–2027 to appropriate additional funds for salaries, payroll taxes, and pension contributions in the Transit Fund; and further providing with respect thereto.

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

(a) Finally adopt an Ordinance authorizing an amendment to lease agreement with Ingersoll Rand Inc. for certain property and improvements located at 4601 Central Avenue, Monroe, Louisiana and further providing with respect thereto.

(b) Finally adopt an Ordinance amending Section 37-130(a)(5) of the City of Monroe Code of Ordinances to provide for supplemental notice to certain persons when a matter considered by certain city board or commission is submitted to the city council for further consideration, final action, or review; and further providing with respect thereto.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

**REMINDER: NOVEMBER 10TH COUNCIL MEETING IS
MONDAY NOVEMBER 9TH AT 6:00PM.
(VETERANS DAY IS WEDNESDAY)**

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City Hall, Monroe, Louisiana
October 13, 2026
5:30PM

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.

Chairman Muhammad called the meeting to order, he then asked the clerk to call roll.

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

Chairman Muhammad announced a quorum was present, and the Invocation and the Pledge of Allegiance led by Mr. Muhammad.

III: Approve Minutes of the Legal and Regular Session of September 8 & 22, 2026:

Upon motion of Mr. McFarland, seconded by Ms. Woods and approved the minutes of the Legal and Regular Session of September 8 & 22, 2026. (Mr. Harvey abstains)

IV: Presentations:

Bethany Corona introduced herself as one of the 4-H agents in Ouachita Parish and introduced Sidney Spinks, who recently joined the program. She thanked the Council for its continued support of 4-H and the LSU AgCenter and highlighted efforts to expand 4-H programming throughout Monroe City Schools system and noted Monroe City 4-H received national recognition for its programming efforts.

Chairman Muhammad thanked Ms. Corona and Ms. Spinks for their presentation and announced an additional presentation from Assistant Chief Mary Tellis.

Mary Tellis, Assistance Chief of Police, thanked the Council for supporting the Captain's Gala held on October 8. She stated attendance increased from more than 500 seniors the previous year to approximately 750 this year and expressed appreciation for the positive response to the event. Due to continued growth and space limitations, she stated that a larger venue is being considered for next year and thanked the Council for its continued support.

Mrs. Ezernack praised Assistant Chief Tellis, the volunteers, and everyone involved in organizing the Captain's Gala. She described the event as extraordinary and thanked them for their efforts.

Ms. Woods thanked Assistant Chief Tellis for her hard work, dedication, and commitment to the senior community. She was unable to attend because of other community obligations but plans to participate in next year's event.

Mr. McFarland commended Chief Tellis for the successful event and expressed the Council's continued support of her program. He explained he was unable to attend due to a prior visitation commitment and stated that he looked forward to taking the door-prize winners out.

Mayor Friday Ellis thanked Chief Tellis for her service to the community and recognized the positive impact of her work on the Monroe Police Department. He also acknowledged the expansion of her outreach efforts to young women in the community.

Victor Zordan, Chief of Police, praised the event's continued growth and organization. He stated the program has strengthened relationships between law enforcement and senior citizens, helping seniors feel safer and more comfortable communicating with the Police Department.

Chairman Muhammad thanked Mrs. Ezernack and members of the Council staff who attended the event.

VII: Resolutions and Minute Entries:

Council:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 9189 granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Party 318) pursuant to Monroe City Code Sec. 12-231 d. (Open Container Ordinance), and further providing with respect thereto. (No comments from the public)

(b) Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved Resolution No. 9190 granting an exception to the Open container Ordinance to Bryan Creekmore for an event Ghost in the Oaks on Barbados Boulevard pursuant to Monroe City Code Sec. 12-231 d. (Open Container Ordinance), and further providing with respect thereto. (No comments from the public)

(c) Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved Resolution No. 9191 granting an exception to the Open Container Ordinance to the Chennault Aviation & Military Museum for

the 3rd Annual Chennault Festival pursuant to Monroe City Code Sec. 12-231 d. (Open Container Ordinance), and further providing respect thereto. (No comments from the public)

Department of Administration:

(a) Upon motion of Mr. McFarland, seconded by Ms. Woods and unanimously approved to Consider an Application by Edith Gonzalez, dba Gonzalez Mexican Restaurant, 1932 Louisville Ave., Monroe LA 71201 for a New 2026 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) (No comments from the public)

(b) Upon motion of Ms. Woods, seconded by Mr. McFarland and unanimously approved to Consider an Application by Edwin Perez dba Manila Resto Bar, LLC, 401 Bres Ave., Monroe LA 71201 for a New 2026 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) (No comments from the public)

(c) Upon motion of Mr. McFarland, seconded by Mr. Harvey and approved to Consider an Application by Kristina Crook & Kathleen Crook dba K&K's Giving Tree, 1623 N 18th St., Nonroe LA 71201 for a Renewal 2026 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared. Cert. of Occupy Cleared) (No comments from the public) (Mrs. Ezernack abstain)

(d) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved to Consider an Application by Jonathan Perry dba Jay Pappa's Restaurant, 1810 Tower Dr., Monroe LA 71201 for a New 2026 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) (No comments from the public)

(e) Upon motion of Mr. McFarland, seconded by Ms. Woods and unanimously approved to Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bid Ingersoll Rand Roof Replacement Project. The estimate for Ingersoll Rand Roof Replacement Project is \$500,000.00. (No comments from the public)

Department of Public Works:

(a) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 9192 authorizing a Mowing and Litter Maintenance Agreement with the Louisiana Department of Transportation and Development.

Mrs. Ezernack asked whether the mowing and litter maintenance agreement was the same type of agreement previously used.

Brandon Creekbaum, City Attorney, confirmed it was the same agreement.

Ms. Woods asked how often the City would receive payment under the agreement.

Mr. Creekbaum initially stated the payment would be \$71,000. He later clarified for the record that the agreement is reimbursable on a semi-annual basis, with two payments made each year after the City submits proof of completed work to the Louisiana Department of Transportation and Development.

(b) Upon motion of Mr. McFarland, seconded by Ms. Ezernack and unanimously approved Resolution No. 9193 authorizing the City of Monroe to enter into a Other Transaction Agreement with the Transportation Security Administration under the Law Enforcement Officers Reimbursement Program for law enforcement service at Monroe Regional Airport and further providing with respect thereto.

Chairman Muhammad asked Mr. Butcher to explain the TSA reimbursement agreement.

Charles Butcher, Airport Director, explained the reinstated TSA program will help reimburse costs associated with law enforcement services at Monroe Regional Airport.

(c) Upon motion of Mr. McFarland, seconded by Ms. Woods and unanimously approved Resolution No. 9194 authorizing the City of Monroe to enter into a Non-Federal Reimbursable Agreement with the Federal Aviation Administration for the Taxiway D Extension Project at Monroe Regional Airport and further providing with respect thereto. (No comments from the public)

Police Department:

(a) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 9195 declaring certain ballistic vests and outer vest carriers surplus property and authorizing their donation to the Union Parish Sheriff's Office and further providing with respect thereto.

Chairman Muhammad asked Chief Zordan whether the ballistic vests being donated were old or new

Chief Zordan explained the vests were previously used and are replaced approximately every five years as officers rotate them out. He stated the City had an assortment of vests and carriers that were no longer being used and could be donated to the Union Parish Sheriff's Office rather than remaining in storage.

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved Resolution No. 9196 accepting the bid of Grindstone Construction LLC for the G.B. Cooley House Rehabilitation Project and further providing with respect thereto. (No comments from the public)

(b) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 9197 approving Change Order No. 2 for the Georgia Street Pump Station Project. (No comments from the public)

(c) Upon motion of Mr. McFarland, seconded by Ms. Wood and unanimously approved Resolution No. 9198 approving Closeout Change Order No. 1 for the Monroe Civic Center Drainage Repairs – South Parking Lot Project. (No comments from the public)

(d) Upon motion of Mr. McFarland, seconded by Mrs. Ezernack and unanimously approved Resolution No. 9199 accepting the work performed by Hemphill Construction Company, Inc. for the WPCC Improvements – Influent Pumps No. 1 & 2 and Effluent Pumps No. 1 & 2 Replacement Project as substantially complete and further providing with respect thereto. (No comments from the public)

VIII: Introduction of Resolutions & Ordinances:

(a) Upon motion of Ms. Woods, seconded by Mr. McFarland and unanimously approved to Introduce an Ordinance authorizing an amendment to lease agreement with Ingersoll Rand Inc. for certain property and improvements located at 4601 Central Avenue, Monroe, Louisiana and further providing with respect thereto. (No comments from the public)

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance amending Section 37-130(a)(5) of the City of Monroe Code of Ordinance to provide for supplemental notice to certain persons when a matter considered by certain city board or commission is submitted to the city council for further consideration, final action, or review; and further providing with respect thereto. (No comments from the public)

IX: Resolutions and Ordinances for Second Reading and Final Adoption and Subject to Public Hearing:

The public hearing was opened; the hearing was closed and Ordinance read for finalization

(a) Upon motion of Mr. McFarland, seconded by Mr. Harvey and approved Ordinance No.12,313 authorizing the City of Monroe to take corporeal possession of and sell to Sandco Group, LLC, all rights, title, and interest in and to Lot 23, Square 55, Unit 10 BTW Addition, 4011 Barlow Street, Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes, pursuant to La. R.S. 47:2238.1 et seq., and further providing with respect thereto.

Ms. Woods asked whether Mr. Creekbaum had any information regarding the group purchasing the properties.

Mr. Creekbaum stated he did not have additional information and explained that the City does not inquire into a purchaser's purpose for acquiring property. He noted interested purchasers may proceed when they meet the applicable statutory requirements.

The public hearing was opened; the hearing was closed and Ordinance read for finalization

(b) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,314 authorizing the City of Monroe to take corporeal possession of and sell to Sandco Group, LLC, all rights, title, and interest in and to Lots 14 and 15, Square 34, Unit 6 BTW Addition, 3912 White Street, Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes, pursuant to La. R.S. 47:2238.1 et. Seq., and further providing with respect thereto. (No comments from the public)

The public hearing was opened; the hearing was closed and Ordinance read for finalization

(c) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,315 authorizing the City of Monroe to take corporeal possession of and sell to Sandco Group, LLC all rights, title, and interest in and to Lot 13, Square 34, Unit 6, BTW Addition, 3908 White Street, Monroe, Louisiana, adjudicated to the City of Monroe for nonpayment of Ad Valorem Taxes pursuant to La. R.S. 47:2238.11 et seq., and further providing with respect thereto. (No comments from the public)

The public hearing was opened; the hearing was closed and Ordinance read for finalization

(d) Upon motion of Ms. Woods, seconded by Mr. McFarland and approved to remove the Ordinance amending the City of Monroe Operating Budget for the Fiscal Year 2026-2027 to appropriate additional funds for transit insurance premiums, and further providing with respect thereto.

Ms. Woods motioned the transit insurance budget amendment be removed from the agenda for further review. She expressed concern that the proposed \$170,708 increase did not identify the funding source and questioned whether the amendment complied with the City Charter, and it was seconded by Mr. McFarland.

Chairman Muhammad stated let's get a motion first, then we can discuss it although a motion and second had already been established. He then asked Ms. Woods what she wanted to do with the item.

Ms. Woods motion was to remove the item from the agenda until we have time to come back and get some more clarity on it, and Mr. McFarland seconded the motion.

Ms. Woods explained this ordinance is not consistent with the City Charter She then provided the sums in the transit budget that showed some inconsistencies, and she asked Council to remove it and let the administration look at it and address it with Council.

Mr. McFarland also expressed concern about the budget figures and recommended further review, including possible discussion by the Finance Review Committee.

Chairman Muhammad requested clarification of the budget discrepancy and suggested Mr. Moore assist in determining.

Richard Moore, Director of Administration, clarified that the \$170,708 was not originally presented as a transfer. He explained the City's vehicle and bus insurance quote exceeded the budgeted amount by \$170,708, and the proposed amendment was intended to increase the applicable transit line item to cover the additional insurance cost.

Chairman Muhammad asked Mr. Harvey what was so amusing

Mr. Harvey replied, he's just watching the show

Chairman Muhammad and Mr. McFarland both stated this is not a show.

Mr. Harvey stated they are explaining to the Council the situation

Chairman Muhammad stated the Council has received clarification regarding the source of the funds.

The public hearing was opened; the hearing was closed and Ordinance read for finalization

(e) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved to remove the Ordinance amending Section 32.5-42 (Definitions) of the city of Monroe Code to define wireline telecommunications facilities; adding section 32.5-51 to provide regulations governing wireline telecommunications facilities; and further providing with respect thereto.

Chairman Muhammad asked for clarification on the difference between removing the ordinance and permanently removing it.

Mr. Creekbaum explained additional discussions with affected stakeholders were necessary and stated concerns raised after introduction required substantial changes, so a revised ordinance would be developed and introduced as a new item.

X: Communications & Special Announcements:

Mayor Ellis began his announcements with a moment of silence for a young teenager who tragically lost his life and encouraged residents to use seat belts and practice vehicle safety. He also thanked those involved in a national seat belt safety check. Mayor Ellis recognized the Monroe Fire Department's 9/11 remembrance program and acknowledged Gold Star survivors and Blue Star Mothers for their service and sacrifice. Mayor Ellis discussed the Dragonfly ribbon cutting in District 1, thanked the Arts Council for its work, and highlighted progress involving the NELA Children's Museum and nearby library development as family-oriented community improvements. Mayor Ellis provided an update on passenger rail expansion, noting that the project had advanced to Phase Two and that matching funds were being provided as the effort moves forward. Mayor Ellis also discussed participation in future Louisiana Conference of Mayors activities and the National League of Cities, emphasizing opportunities to collaborate with other communities on shared municipal issues. continued his announcements by discussing upcoming

opportunities to speak about rural communities and growth, including new investments with Mayor Brown of Glen Heights, Texas. He also recognized the Monroe Police Department's self-defense class for senior citizens and thanked Chief Tellis and the department for the successful Captain's Gala and their continued community service.

Mr. Harvey commented on the Dragonfly development at Forsythe and the upcoming ribbon cutting. He also expressed sympathy for the family of the 13-year-old involved in a recent tragedy and offered prayers for healing.

Mrs. Ezernack welcomed those in attendance and offered condolences and prayers to the Rogers family.

Ms. Woods- Vice Chairman thanked attendees for their patience and offered condolences to the family of the 13-year-old. She recognized Chief Tellis and Mr. Tolliver for their work and thanked the community for supporting Carroll High School. She expressed disappointment over the circumstances affecting the students and noted the lost opportunities associated with the situation.

Mr. McFarland yielded time to Mayor Ellis to discuss the upcoming prayer breakfast.

Mayor Ellis announced the City's second prayer breakfast at the Civic Center, explaining that the event is intended to connect pastors, churches, nonprofits, and community organizations with available resources and strengthen collaboration throughout the region.

Mr. McFarland expressed continued support for Carroll High School and asked the community to keep the Rogers family in prayer. He also recognized the Fire Department's Fire Prevention Week presentation and emphasized that Council members have a responsibility to ask questions and address concerns under the City Charter.

Mr. Muhammad – Chairman offered condolences to the Rogers family and thanked law enforcement for apprehending a suspect. He reiterated the Council's support for Carroll High School and discussed the reopening of the Georgia and Thomas Street intersection, noting that the long-awaited project allows transit service to resume its regular route. He continued his announcements by recognizing another successful Fire Prevention event involving local elementary schools, the new Fire Chief, and Fire Department personnel. He also announced an upcoming community meeting concerning sanitation, garbage, and trash services, with a light breakfast to be provided, and acknowledged the City School Board candidates in attendance.

XI: Citizens Participation:

James Tatum, Vice President of Union 1160, 690 Hwy 193, stated the union had been advised to return to negotiations regarding rates but expressed frustration that the matter remained unresolved. He urged the parties to settle the issue based on the offer presented and emphasized the importance of transit services to the City.

Jennifer Newman, 508 Richardson Ave, invited the community to attend a health fair on October 24 beginning at 10:00 a.m. She stated the event would include free food, blood pressure checks, other health-related activities, and opportunities for vendors to participate.

There being no further business to come before the council, Chairman Muhammad adjourned the meeting at 6:56 PM.

Verbon Muhammad Sr.
Chairman

Carolus S. Riley
Council Clerk

Erica L. Moore
Staff Secretary

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



MEMO

TO: Carolus Riley, Council Clerk

CC: Richard Moore, Director of Administration
Christina Davis, Director of Purchasing
Morgan McCallister, Chief Operating Officer/Chief of Staff

Date: October 27, 2026

The City of Monroe Purchasing Division requests authorization for an authorized City representative to advertise for bid WPCC Inf. & Eff. Pump Sta. Valve Replacement Project. The estimate for the WPCC Inf. & Eff. Pump Sta. Valve Replacement Project is \$720,000.00.

Sincerely,

Angel Taylor

Angel Taylor
Buyer of Purchasing





CITY OF MONROE

PROJECT REQUEST FORM

Date: 10/15/26

This form must be completed to authorize and coordinate soliciting quotes for the City of Monroe projects starting at \$5,000.00 up to \$250,000.00. Upon submitting this form, a representative from the Purchasing Division will contact you to verify the project scope and schedule. A final project scope, schedule, and budget account will be provided for review and approval by the Department/ Division Head or Administrative Designee.

NO WORK MAY COMMENCE WITHOUT A FULLY EXECUTED PROJECT AUTHORIZATION FORM.

If you have any questions or need help completing this form, please call the Purchasing Office at 329-2222.

WPCC Inf. & Eff. Pump

Job Name: Sta. Valve Replacements

Proposal Submitted to: October 15, 2026

Department: Public Works / Sewer

Date of Plans: October 15, 2026

Job Location: WPCC

Phone Number: 318-329-2405

Email: andrew.tate@ci.monroe.la.us

STATEMENT OF WORK:

This project is to replace all the valves at the influent and effluent pump stations of the WPCC. At the influent station, we will replace all 4 20" check valves, 4 20" plug valves, 4 air release valves, and 4 dismantling joints. At the effluent station, we will replace all 4 20" check valves, 4 20" butterfly valves, 4 dismantling joints, the 1 air release valve, and pipe supports.

*Please use a separate attachment if more space is required

Requesting Employee (Print Name): Fantashia Shaffer

Requesting Employee (Signature): *Fantashia Shaffer*

Department/Division Head Approval: *C. Maxon McCallister*

TO BE COMPLETED BY ENGINEERING DEPARTMENT

Project Manager: Kenneth Rogers

Project Number: 26SEW001

Scope/Schedule Meeting Date: TBD

Cost Estimate: \$720,000

City Engineer Approval (Signature): *C. Maxon McCallister*

Date: 10-15-26



Date: October 14, 2026
From: C. Morgan McCallister, P.E. *C. Morgan McCallister*
To: City of Monroe Council Members
Subject: 26SEW001 – WPCC Inf. & Eff. Pump Sta. Valve Replacements

Project Description:

This project is to replace all the valves at the influent and effluent pump stations of the WPCC. At the influent station, we will replace all (4) 20" check valves, (4) 20" plug valves, (4) air release valves, and (4) dismantling joints. At the effluent station, we will replace all (4) 20" check valves, (4) 20" butterfly valves, (4) dismantling joints, the (1) air release valve, and pipe supports.

Council District(s) w/ Coordinates:

District 5
32.436403533926985, -92.10302493558234

Construction Cost Estimate:

\$720,000 (October 15, 2026)

Funding:

Sewer Department Budget

Bid Amount:

TBD

Contract time:

170 Calendar Days

Liquidated Damages:

\$400 per Calendar Day

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION ACCEPTING THE BID OF BENTZ CONSTRUCTION GROUP, LLC FOR THE TEXAS AVENUE & SOUTH 8TH STREET PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Texas Avenue & South 8th Street Project;

WHEREAS, Bentz Construction Group, LLC submitted the lowest responsible and responsive bid in the amount of \$276,604.10; and

WHEREAS, the City of Monroe desires to accept the bid of Bentz Construction Group, LLC for the Texas Avenue & South 8th Street Project.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the bid of Bentz Construction Group, LLC in the amount of \$276,604.10 for the Texas Avenue & South 8th Street Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

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

BE IT FURTHER RESOLVED that Mayor Friday Ellis, or his designee, is authorized to enter into and execute a contract with Bentz Construction Group, LLC on behalf of the City of Monroe for said work.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 27, 2026.

CHAIRPERSON

CITY CLERK



LAZENBY
& ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS

2000 NORTH 7TH STREET
WEST MONROE, LA 71291
TEL. 318/387-2710

October 1, 2026

Mr. Morgan McCallister
Chief Operating Officer/City Engineer
City of Monroe
1401 Stubbs Avenue
Monroe, LA 71201

RE: Award Recommendation & Bid Tabulation
Intersection Improvements at Texas Avenue &
South 8th Street
Ouachita Parish, Louisiana
L & A, Inc. Project No. 21E057.05 (031)

Dear Mr. McCallister:

I have attached a letter and a bid tabulation for the above referenced project.

Bids were received until 1:45 P.M. and opened at 2:00 P.M. on October 1, 2026, at the Purchasing Division office. Two (2) bids were received by your personnel. The total base bids are summarized as follows:

1. Bentz Construction Group, LLC – Total Base Bid of \$276,604.10
2. Amethyst Construction, Inc. – Total Base Bid of \$281,195.75

We recommend awarding the project to Bentz Construction Group, LLC at the next Monroe City Council Meeting. I have asked Bentz Construction Group, LLC to provide us with all required 10-day documents. Please contact me if you have any questions or if you require any additional information.

Sincerely,

LAZENBY & ASSOCIATES, INC.


Hagan H. Lawrence, P.E.

Enclosure

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORNHILL, P.E. • KEVIN E. CROSBY, P.E., P.L.S.
J. RYAN SPILLERS, P.E. • RANDY C. HAMMONS, P.E. • JOSHUA D. HAYS, P.E. • RONALD J. RIGGIN, P.E., P.L.S.
JAMES S. ELLINGBURG, P.E. • HAGAN H. LAWRENCE, P.E. • NOAH J. SAMPOGNARO, P.E.



Date: August 11, 2026
From: C. Morgan McCallister, P.E. *C. Morgan McCallister*
To: City of Monroe Council Members
Subject: 23STR007 – Texas Ave. @ S. 8th St. Improvements

Project Description:

The Texas Avenue at South 8th Street Improvements Project consists of the construction of roadway and intersection enhancements to improve pavement condition, traffic flow, pedestrian accessibility, and overall public safety within the project limits. Construction activities are anticipated to include pavement removal and replacement, asphalt milling and overlay, curb and gutter installation or replacement, concrete sidewalk construction, ADA-compliant curb ramps, driveway reconstruction, pavement striping, traffic signage, and related traffic control measures. The project will also include storm drainage improvements, utility adjustments and relocation coordination, excavation and grading, base stabilization, and restoration of disturbed areas. All work shall include maintenance of traffic throughout construction, erosion and sediment control measures, testing and inspection services, and final site cleanup to deliver a safe, durable, and fully operational transportation corridor.

Council District(s) w/ Coordinates:

Districts 4 & 5
±32.4980156217285, -92.10358000778359

Construction Cost Estimate:

\$197,700 (August 4, 2023)
\$263,370 (August 11, 2026)

Funding:

CIT

Bid Amount:

TBD

Contract time:

120 Calendar Days

Liquidated Damages:

\$500 Calendar Day

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION AUTHORIZING AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE LOCAL ROAD SIGNAL IMPROVEMENTS PROJECT (STATE PROJECT NO. H.016259); AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development desire to cooperate in the financing and implementation of the Local Road Signal Improvements Project (State Project No. H.016259), which will improve pedestrian safety at signalized intersections within the City; and

WHEREAS, the Louisiana Department of Transportation and Development has submitted an Entity/State Agreement setting forth the respective responsibilities and financial obligations of the parties, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis, or his designee, be and is hereby authorized to execute the Entity/State Agreement with the Louisiana Department of Transportation and Development for the Local Road Signal Improvements Project (State Project No. H.016259), substantially in the form attached hereto, and to execute such additional documents as may be necessary to carry out the purposes of this Resolution..

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

AYES:

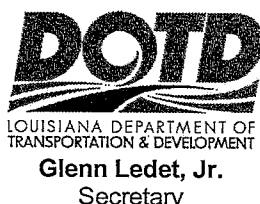
NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 27, 2026.

CHAIRPERSON

CITY CLERK



Office of Project Delivery
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200



July 9, 2026

Mr. Craig Morgan McCallister, PE
City of Monroe
1401 Stubbs Avenue
Monroe, LA 71201

RE: **Original Agreement**
State Project No. H.016259
Federal Aid Project No. H 016259
Local Road Signal Improvements (Monroe)
Ouachita Parish

Dear Mr. McCallister, PE:

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

We strongly encourage you to use DocuSign for the efficient and timely signing of these agreements.

1. Please provide the signatory party's email address so we can send the agreement for signature.
2. Ensure you provide the current resolution along with your DocuSign submission.

Alternatively, you may print one copy of the agreement, have all documents signed in the appropriate places, and mail the signed documents to:

DOTD, Attention: Trena H. Barber, Room 405I, P.O. Box 94245, Baton Rouge, LA 70804-9245.

The documents will be dated following their execution by the Department, and the fully executed agreement will be returned to you for your files.

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, regardless of which signing method you choose. Please ensure the entity name on the resolution precisely matches the legal entity name as registered in your SAM document, and also matches the entity name as it appears on the agreement itself.

Sincerely,

Signed by:
TONYIC ROBERTSON
Tonyic Robertson
Contract/Grants Reviewer Manager

TR: tb

Mr. Craig Morgan McCallister, PE
July 9, 2026
Page 2

Attachments: Unsigned Agreement
Funding Commitment Letter (FCL)

pc: Ms. Laura Riggs (DOTD Project Manager)

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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016259
FEDERAL AID PROJECT NO. H016259
LOCAL ROAD SIGNAL IMPROVEMENTS (MONROE)
LOCAL ROAD SAFETY PROGRAM
OUACHITA PARISH**

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

WITNESSETH: That the parties hereto agree as follows:

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 Metropolitan Planning Organization (“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 adhere to the Local Public Agency (“LPA”) Manual; and

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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 enhance signalized intersections to improve pedestrian safety at multiple local intersections, as identified in the H.016259.5 Feasibility Report, in the City, **Ouachita** Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Aid Project Numbers have been assigned to this Project as follows: **State Project No. H.016259 and Federal Aid Project No. H016259**. 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.

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Responsibility Table Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	No	Yes	
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	No	Yes	
Construction Engineering Administration and Inspection	No	Yes	
Construction Engineering Testing	No	Yes	
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 Table ¹ Roadway Control Section 000-37			
Method of Payment	N/A		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	0%	100%	
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	0%	100%	
Construction Engineering and Inspection	0%	100%	
Construction Engineering Testing	0%	100%	
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 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 thirty (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.

Regarding 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 from 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 thirty (30) days of determining it is correct. The Entity must bill within sixty (60) days of the incurrence of expense or receive a written waiver from its 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. In the event of the Entity's noncompliance with applicable requirements, DOTD has the authority to impose such contract sanctions as it, or FHWA, may determine to be appropriate, including but not limited to withholding of payments to the Entity until the Entity complies with all requirements.

The Entity shall submit all final billings for all Stage/Phases of work within ninety (90) days after completion of the period of performance of this agreement. Failure to submit these billings within the specified ninety- (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 thirty (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 ("LPA") projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

In the event of the Entity's failure to timely prepare and submit in the manner specified, any documentation with back up documentation required for project close-out, including, but not limited to Final estimates, Summary of Samples and Test Results Form ("Form 2059"), et cetera, DOTD will withhold a portion of or the entire payment to the Entity until the Entity submits the required project close-out documentation with backup documentation.

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; and
- 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:

- Act as primary point of contact for the Entity with 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 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 subconsultants 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 subconsultants.

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 subconsultant 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 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 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 requirement(s) 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 the contract.

For Entity held contracts, DOTD will advertise 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 the 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 HeadLight, and estimates and change orders 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 HeadLight Materials and 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 thirty (30) days from the date of recordation of the acceptance of the project for projects under \$2 million, and within a maximum of sixty (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 the consultant or 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; and/or
- 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.

In addition, 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 Part 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 Part 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 subrecipient 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 ten (10%) percent of modified total direct costs as per 2 CFR 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 CFR 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 (5) years from the date of final payment under the Project for inspection by DOTD and/or the Legislative Auditor, the 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 five (5) years if any of the following apply:

- a) If any litigation, claim, or audit is started before the expiration of the five-(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 the FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period; and/or
- c) Records for real property and equipment acquired with Federal funds must be retained for three (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 State/Federal 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 sixty (60) days after receipt of such notice the Entity has not either corrected such failure, or in the event it cannot be corrected within sixty (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 State/Federal 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 twelve (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, the Project will be cancelled and all expended Federal funds must be refunded to DOTD; and/or
6. Failure to comply with the requirements of State or Federal law, including 2 CFR 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 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.

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 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 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 it 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.

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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

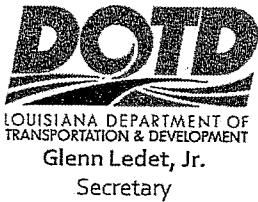
BY: _____

Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

Division Head



Office of Project Delivery
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200



City of Monroe
P.O. Box 123
Monroe, LA 71210

RE: Funding Commitment Letter
S. P. No. H.016259
LOCAL ROAD SIGNAL IMPROVEMENTS (MONROE)
Ouachita Parish

The Commitment letter is to be approved by the Entity's budget authority. The initial amounts are set by the applications. If funding amounts change, the revised document will be sent to the Entity's Person in Responsible Charge for processing.

Phase	Local Match Percentage	Federal Match Percentage	Total
Conceptual Plans and Environmental Decision	0%	100%	
Preconstruction Engineering	0%	100% - \$850,000	\$850,000
Right-of-Way Acquisition and Relocation	100%	0%	
Utility Relocation	100%	0%	
Miscellaneous	0%	100%	
Construction Engineering & Inspection	0%	100% - \$390,000	\$390,000
Construction	0%	100% - \$5,015,000	\$5,015,000
Non-Infrastructure – Non-Enhancements	100%	0%	
Total	\$0	\$6,255,000	\$6,255,000

Laura M. Riggs
Program Manager – DOTD

5/27/26
Date

Signature of Responsible Person In Charge

Date

Printed Name of Responsible Person in Charge

Cc: DOTDCCSAgreements@la.gov Consultant Contract Services with approved Agreement Request

Updated 10/19/2025

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION AUTHORIZING AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE WASHINGTON STREET SIDEWALKS (N. 18TH STREET TO LOUISVILLE AVENUE) PROJECT (STATE PROJECT NO. H.016893); AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development desire to cooperate in the financing and implementation of the Washington Street Sidewalks Project (State Project No. H.016893), which includes the construction of sidewalks, drainage improvements, and related work along Washington Street; and

WHEREAS, the Louisiana Department of Transportation and Development has submitted an Entity/State Agreement setting forth the respective responsibilities and financial obligations of the parties, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis, or his designee, be and is hereby authorized to execute the Entity/State Agreement with the Louisiana Department of Transportation and Development for the Washington Street Sidewalks Project (State Project No. H.016893), substantially in the form attached hereto, and to execute such additional documents as may be necessary to carry out the purposes of this Resolution.

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

AYES:

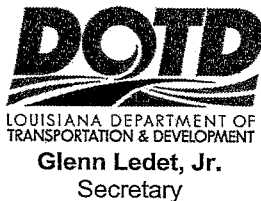
NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 27, 2026.

CHAIRPERSON

CITY CLERK



Office of Project Delivery
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200



Jeff Landry
Governor

July 29, 2026

Mr. Morgan McCallister
Chief Operating Officer
City of Monroe
1401 Stubbs Avenue
Monroe, LA 71201

RE: **Original Agreement**
State Project No. H.016893
Federal Aid Project No. H016893
City of Monroe Sidewalks
Ouachita Parish

Dear Mr. McCallister:

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

We strongly encourage you to use DocuSign for the efficient and timely signing of these agreements.

1. Please provide the signatory party's email address so we can send the agreement for signature.
2. Ensure you provide the current resolution along with your DocuSign submission.

Alternatively, you may print one copy of the agreement, have all documents signed in the appropriate places, and mail the signed documents to:

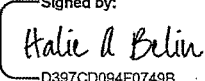
DOTD, Attention: Tina Schmit, Room 405KK, P.O. Box 94245, Baton Rouge, LA 70804-9245.

The documents will be dated following their execution by the Department, and the fully executed agreement will be returned to you for your files.

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, regardless of which signing method you choose. Please ensure the entity name on the resolution precisely matches the legal entity name as registered in your SAM document and also matches the entity name as it appears on the agreement itself.

Mr. Morgan McCallister
SPN H.016893r
City of Monroe
July 29, 2026
Page 2

Sincerely,

Signed by:

D397CD084F0749B...
for Tonyic Robertson
Contract/Grants Reviewer Manager

TR: ts

Attachments:

- Unsigned Agreement
- Unsigned Funding Commitment Letter (FCL)

pc: Mr. Jacob Clark (DOTD Project Manager)

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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
US 80
OUACHITA PARISH**

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

WITNESSETH: That the parties hereto agree as follows:

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 Metropolitan Planning Organization (“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 adhere to the Local Public Agency (“LPA”) Manual; and

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ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 2 OF 24

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 8550 linear feet of five-foot-wide sidewalks, necessary drainage, and other related work. Bridge widening over West Prong of Young’s Bayou along Washington Street to accommodate the sidewalk path is also proposed in the City of Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Aid Project Numbers have been assigned to this Project as follows: **State Project No. H.016893 and Federal Aid Project No. H016893**. 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.

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Responsibility Table Roadway Control Section 001-09			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	No	Yes	
Pre-Construction Engineering	No	Yes	
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	No	Yes	
Construction Engineering Testing	No	Yes	
Non-Infrastructure Enhancements	Yes	No	

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Responsibility Table Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	No	Yes	
Pre-Construction Engineering	No	Yes	
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	No	Yes	
Construction Engineering Testing	No	Yes	
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.

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 5 OF 24

Funding Table ¹ Roadway Control Section 001-09			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	0%	100%	
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 Funding Commitment Letter)	10%	90%	DOTD Approved Increase Past Original Limit (20% Entity / 80% Federal)
Construction Engineering and Inspection	0%	100%	
Construction Engineering Testing	0%	100%	
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 Table ¹ Roadway Control Section 000-37			
Method of Payment	Reimbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	0%	100%	
Pre-Construction Engineering	0%	100%	
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 Funding Commitment Letter)	10%	90%	DOTD Approved Increase Past Original Limit (20% Entity / 80% Federal)
Construction Engineering and Inspection	0%	100%	
Construction Engineering Testing	0%	100%	
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.

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 7 OF 24

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 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 thirty (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.

Regarding 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 from 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

**ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 8 OF 24**

the percentage shown in the Funding Table within thirty (30) days of determining it is correct. The Entity must bill within sixty (60) days of the incurrence of expense or receive a written waiver from its 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. In the event of the Entity's noncompliance with applicable requirements, DOTD has the authority to impose such contract sanctions as it, or FHWA, may determine to be appropriate, including but not limited to withholding of payments to the Entity until the Entity complies with all requirements.

The Entity shall submit all final billings for all Stage/Phases of work within ninety (90) days after completion of the period of performance of this agreement. Failure to submit these billings within the specified ninety- (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 thirty (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 ("LPA") projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

In the event of the Entity's failure to timely prepare and submit in the manner specified, any documentation with back up documentation required for project close-out, including, but not limited to Final estimates, Summary of Samples and Test Results Form ("Form 2059"), et cetera, DOTD will withhold a portion of or the entire payment to the Entity until the Entity submits the required project close-out documentation with backup documentation.

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

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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; and
- 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:

- Act as primary point of contact for the Entity with DOTD;

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- 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 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

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Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No subconsultants 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 subconsultants.

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 subconsultant 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 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 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 requirement(s) 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.

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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.

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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 the contract.

For Entity held contracts, DOTD will advertise 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 the 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.

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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 HeadLight, and estimates and change orders 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 HeadLight Materials and 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 thirty (30) days from the date of recordation of the acceptance of the project for projects under \$2 million, and within a maximum of sixty (60) days for projects over \$2 million.

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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 the consultant or 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; and/or
- 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.

In addition, 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 Part 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 Part 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.

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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 subrecipient 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

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negotiated indirect cost rate may elect to charge a de minimis rate of ten (10%) percent of modified total direct costs as per 2 CFR 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 CFR 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 (5) years from the date of final payment under the Project for inspection by DOTD and/or the Legislative Auditor, the 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 five (5) years if any of the following apply:

- a) If any litigation, claim, or audit is started before the expiration of the five-(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 the FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period; and/or
- c) Records for real property and equipment acquired with Federal funds must be retained for three (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 State/Federal 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 sixty (60) days after receipt of such notice the Entity has not either corrected such failure, or in the event it cannot be corrected within sixty (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 State/Federal 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 twelve (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, the Project will be cancelled and all expended Federal funds must be refunded to DOTD; and/or
6. Failure to comply with the requirements of State or Federal law, including 2 CFR 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 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.

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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.

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 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

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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 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 it 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

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 23 OF 24

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.

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ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.016893
FEDERAL AID PROJECT NO. H016893
CITY OF MONROE SIDEWALKS
OUACHITA PARISH 24 OF 24

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: _____

Division Head



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-2039 | fx: 225-379-1863

Jeff Landry, Governor
Glenn Ledet, Secretary

Morgan McCallister
City of Monroe
1401 Stubbs Ave.
Monroe, LA 71201

RE: Federal Funding Commitment Letter
S. P. No. H.016893
City of Monroe Sidewalks
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	0%	100%	100%
Preconstruction Engineering	0%	100%	100%
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Construction Engineering & Inspection	0%	100%	100%
Construction (Original Limit)	10% - \$118,088.59	90%- \$1,062,797.31	100% - \$1,180,885.90
Construction (DOTD Approved Increase past Original Limit)	20%	80%	100%
Non-eligible/excess costs	100%	0%	100%
Total	\$118,088.59	\$1,062,797.31	\$1,180,885.90

Responsible Person In Charge Approval

Date

Printed Name of Responsible Person

DocuSigned by:

96966BD788294DC...

DOTD TAP Program Manager

6/16/2026 | 11:04 AM CDT

Date

Cc: Consultant Contract Services

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION ACCEPTING THE WORK DONE BY DON M. BARRON CONTRACTOR, INC. FOR THE THOMAS AVE & GEORGIA ST WATER IMPROVEMENTS PROJECT AS SUBSTANTIALLY COMPLETE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Don M. Barron Contractor, Inc. on the Thomas Ave & Georgia St Water Improvements Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by Don M. Barron Contractor, Inc. on Thomas Ave & Georgia St Water Improvements Project is hereby declared to be substantially complete; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis, or his designee, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, to declare the work on the Thomas Ave & Georgia St Water Improvements Project substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 27, 2026.

CHAIRPERSON

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: DON M. BARRON CONTRACTOR, INC.

CONTRACT FOR: CITY OF MONROE
WATER SYSTEM IMPROVEMENTS -
THOMAS AVENUE / GEORGIA STREET INTERSECTION

CONTRACT DATE: MARCH 4, 2026

PROJECT NO: PROJECT NO. 1180622

DATE OF SUBSTANTIAL COMPLETION: OCTOBER 12, 2026

TO: CITY OF MONROE AND DON M. BARRON CONTRACTOR, INC.

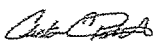
The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

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

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

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

VOLKERT, INC.



Digitally signed by Clinton C. Patrick,
P.E., P.L.S.
Date: 2026.10.15 19:45:34-05'00'

CLINTON C. PATRICK, P.E., P.L.S.

DATE

Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

DON M. BARRON CONTRACTOR, INC.


DAVID G. FARRAR

October 16, 2026
DATE

OWNER'S CERTIFICATE OF ACCEPTANCE

Work under the above Contract is hereby accepted subject to the conditions set forth in the above Certificate.

CITY OF MONROE

AUTHORIZED REPRESENTATIVE

DATE

PUNCH LIST

See attached sheet.

CITY OF MONROE
WATER SYSTEM IMPROVEMENTS
THOMAS AVENUE / GEORGIA STREET INTERSECTION
PROJECT NO. 1180622

PUNCH LIST

1.	Seed and Fertilize turf along all disturbed areas.	\$2,500.00
----	--	------------

TOTAL		<u>\$2,500.00</u>
-------	--	-------------------

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION ACCEPTING THE WORK DONE BY AMETHYST CONSTRUCTION, INC. FOR THE POWELL COMMUNITY CENTER PARKING LOT REPAIRS PROJECT AS SUBSTANTIALLY COMPLETE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Amethyst Construction, Inc. on the Powell Community Center Parking Lot Repairs Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by Amethyst Construction, Inc. on Powell Community Center Parking Lot Repairs Project is hereby declared to be substantially complete; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis, or his designee, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, to declare the work on the Powell Community Center Parking Lot Repairs Project substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on October 27, 2026.

CHAIRPERSON

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. 25ENG001

ENGINEER'S Project No. 255881

Project: **Powell Avenue Community Center Parking Lot Improvements**

CONTRACTOR: **Amethyst Construction, Inc.**

Contract For: **Municipal Construction**

Contract Date: **May 29, 2026**

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

None specified.

To City of Monroe
OWNER

And To Amethyst Construction, Inc.
CONTRACTOR

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

October 7, 2026
Date of Substantial Completion

A tentative list of items to be completed or corrected ("Punch List") may be attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of **CONTRACTOR** to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by **CONTRACTOR** within 45 days of the above date of Substantial Completion.

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

All work, no exceptions.

The responsibilities between OWNER and CONTRACTOR shall be as follows:

RESPONSIBILITIES:

OWNER: Normal operation and maintenance

CONTRACTOR: Provide a 1-year warranty of materials and workmanship.

The following documents are attached to and made a part of this Certificate:

Final Inspection Summary

ACCEPTED BY OWNER: City of Monroe

By: _____

Date: _____

EXECUTED BY ENGINEER: S. E. HUEY CO.

By: _____

Date: 10/07/2026

Don R. Arrington, P. E.

The **CONTRACTOR** accepts this Certificate of Substantial Completion on _____, 20____

Ametheyst Construction, Inc.
CONTRACTOR

BY: _____

Benjamin Holdman, Vice President

**POWELL AVENUE COMMUNITY CENTER –
PARKING LOT IMPROVEMENTS
Amethyst Construction, Inc.**

**Final Inspection Summary
10/07/2026**

Attending this inspection were Don Arrington and Rowdy LeJeune (S.E. Huey Co.), Kenneth Rogers, Casey Barton, Kyle Knous, and Arthur Holland (City of Monroe), and Steven Perkins (Amethyst Construction).

All items required for the project were in place and ready for inspection. The following list was compiled to document items remaining to be addressed as part of the contract.

1. Clean off tack spray on sidewalk east side of parking lot.
2. Clean up concrete and rock debris on site.
3. Removed Filter cloth under catch basin lids. Check boxes are clean.
4. Need two Light poles and perform burn in on lights.
5. Grout curb in front by road that has been hit and damaged.
6. Damaged areas in parking lot area still not 100% fixed.
7. Tops of catch basins to be painted black.
8. Pipe bollards at base of H/C signs to be painted black.
9. Parking bumpers to be painted yellow.

Please provide us with written confirmation and any comments once these items are completed.

Respectfully submitted,

S. E. HUEY CO.

Don R. Arrington, P. E.

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 APPROVING A COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN THE CITY OF MONROE AND THE AMALGAMATED
TRANSIT UNION LOCAL NO. 1160, AFL-CIO.**

WHEREAS, the collective bargaining agreement between the City and the Amalgamated Transit Union, Local 1160 has expired;

WHEREAS, the parties have agreed to the terms of a new, four-year collective bargaining agreement (2026-2030), which is attached hereto and made part hereof; and

WHEREAS, as required by La. R.S. 44:67.1, the collective bargaining agreement has been made available to the public on the City's website for at least five business days and public notice was disseminated informing the public of the date, time, and place of the meeting at which the agreement was considered for ratification.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the attached collective bargaining agreement, by and between the City of Monroe and the Amalgamated Transit Union, Local 1160 is hereby ratified and adopted.

This Ordinance was introduced on October 27, 2026.

Notice published on the _____ day of _____, 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November 10, 2026.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

LABOR AGREEMENT

**MONROE TRANSIT SYSTEM
CITY OF MONROE**

AND

**AMALGAMATED TRANSIT UNION
LOCAL NO. 1160, AFL-CIO**

2026-2030

TABLE OF CONTENTS

LABOR AGREEMENT

This Agreement is made and entered into and executed, as of the date of the execution hereof by the last party signatory hereof, by and between **CITY OF MONROE, LOUISIANA**, hereinafter referred to as "EMPLOYER" and **AMALGAMATED TRANSIT UNION, LOCAL NO.1160, AFL-CIO**, hereinafter referred to as "UNION, to-wit:

ARTICLE I **RECOGNITION**

The Employer recognizes the Union as the Collective Bargaining Representative of Monroe Transit System employees who are members of the Union, subject to the exceptions hereinafter stipulated.

The Employer stipulates that the recognition granted by this Article, and the representation of the Union, does not and shall not include management and/or supervisory employees, foremen, summer youth workers, part-time and/or seasonal employees who have worked less than three (3) consecutive months in the employ of the Department, clerical employees and/or any temporary employees of whatever nature.

Employer and Union understand, at times, Employer utilized temporary employees. Employer will endeavor to limit the use of temporary employees.

ARTICLE II **UNION-MANAGEMENT RELATIONS**

Collective Bargaining between the parties to this Agreement, with respect to matters involving wages, hours and working conditions, shall be conducted, as provided herein, by and between authorized representatives of the Employer and the Union. If negotiations, as a part of Collective Bargaining, are conducted during the working hours, employees involved in said negotiations will suffer no loss of time.

The Administration shall appoint in writing a representative for the employer for purposes of negotiations and no transit union official or transit employee shall attempt to negotiate any changes to the then existing union agreement without a prior meeting with the employer's approved representative which shall be noted in writing by the employer's representative. Any deviation from this provision shall be deemed a violation of the agreement.

Agreement reached between parties to this Agreement shall become effective only when reduced to writing, approved by the City Council and when signed by the authorized representative or representatives of the Employer, the President of Local 1160, and the Vice President of Local 1160.

The City and/or its representatives may establish, implement, and enforce reasonable rules and regulations at any time so long as such rules or regulations are not in conflict with any specific provisions of this Agreement unless the implementation or enforcement of such rule or regulation is required to ensure compliance with Federal, State, or local laws. Before implementation of any new or revised work rule or regulation the City and/or its representatives shall give written notice to the Union at least fourteen days. Prior to the effective date of such rule or regulation, the City and/or its representatives will post a copy and will provide a copy of the rule to the Union. The City and/or its representatives will meet with the Union to discuss the rule, if requested. The City and/or its representatives will provide each employee with a copy of the City and/or its representatives Rules and Regulations and will maintain a complete set of its Rules and Regulations for review by Operators.

ARTICLE III **MANAGEMENT RIGHTS**

Employer, the City of Monroe, specifically reserves unto itself any rights of management inherent to its position as Employer, which have not been modified or abrogated herein or hereby.

Provided that nothing in this article is meant or intended to interfere with collective bargaining rights and procedures or grievance procedures which are contained in this Agreement. Without in any way limiting this reservation of rights, the Employer specifically stipulates the following areas in which it reserves all of its rights of management:

1. To manage, operate, conduct, and control its operation.
2. To direct its work force.
3. To establish rules and regulations which are not contrary to or in conflict with this Agreement.
4. To establish rules, regulations and instructions deemed necessary for the safe, proper, and sound conduct of the operation.
5. To hire, promote, classify, transfer, assign, retain, suspend, demote and/or to discharge or take disciplinary action against any employee for just cause.
6. To relieve any employee from duty or from work, because of a lack of work, or for any other legitimate reason.
7. To take and accomplish any and all steps and actions necessary to maintain the efficiency of its governmental operation.
8. To determine and employ the methods, means and utilization of personnel by which its operations are to be conducted.
9. To take any and all actions which may be necessary to carry out its obligations and responsibilities of governmental operation in situations of emergency.

ARTICLE IV **SENIORITY**

Seniority, for purposes of this Agreement, is defined as the continuously paid service of an employee with the Monroe Transit System of the City of Monroe.

All employees shall be governed by job classification seniority for bids and vacations in their respective departments. It is further understood that if an employee moves from one job classification to another, he shall not carry his seniority to that job classification but shall take his place at the bottom of the seniority list in the new job classification. An employee who moves from one job classification to another job classification with or without a personnel status change and does not return to his/her previous job classification for a period of six (6) months and one (1) day or greater shall be placed at the bottom of the seniority of that previous job classification should they return to that previous job classification. Seniority lists for full-time and part-time employees shall be separate.

A break of continuity in an employee's continuously paid service, either through resignation, termination, or discharge, shall cause a loss of seniority by such employee, if he or she shall be re-employed by the City of Monroe. In such event, seniority shall date from the latest date of continuous service since the most recent date of hiring or rehiring. It is stipulated that periods of absence due solely to disability resulting from a compensable, work-related injury or illness shall not constitute a break in continuously paid service, as referred to herein.

An employee who is terminated but reinstated through grievance procedures made between the union and management shall not lose their seniority.

In all matters involving promotion and/or demotion, the factor of seniority, as defined herein, will be given proper consideration by the Employer, the relative abilities, job conduct, job performance and potential of the employee or employees involved being taken into consideration.

ARTICLE V
GRIEVANCE PROCEDURE

Any employee covered by this Agreement who has a complaint hereunder shall submit the same to his immediate supervisor, and if the complaint is not settled to the satisfaction of the employee by his immediate supervisor, it shall be known as a grievance.

Grievances shall be handled under the following steps:

Step 1. The employee shall within a period of five (5) working days from the time of the act or omission which gave rise to the grievance submit same to the General Manager. The General Manager shall have a period of five (5) working days from the time of the submission of the written grievance to him, within which to schedule a grievance hearing if a hearing is requested by Employee or desired by General Manager. If a grievance hearing is not requested by Employee or General Manager, the General Manager shall have a period of five (5) working days to respond to the written grievance. If a grievance hearing is requested by the Employee or General Manager, the General Manager shall have a period of five (5) working days to respond to the grievance from the date of the grievance hearing. The General Manager shall state upon the grievance form his disposition of the grievance and sign his name thereto. For the purpose of this Step 1 of this Article only, "working days" shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which Employee is not scheduled to work or is on sick leave or vacation leave do not count as a working day. In the event a grievance is filed by a terminated employee, the outcome letter will be mailed to the employee at his/her last known address and shall be postmarked no later than the fifth working day.

If the employee is not satisfied, then:

Step 2. Within five (5) working days from the date of the answer of the General Manager, the grievance shall be submitted in writing to the Director of Public Works Department of the City of Monroe, under whose jurisdiction and control of Monroe Transit System is placed by the City Charter. The Director of Public Works shall schedule a grievance hearing within five (5) working days from receipt of the Step II grievance. The Director of Public Works shall have a period of five (5) working days to respond in writing from the date of the grievance hearing. The decision of the Director of the Public Works Department on the grievance shall be final, subject only to the exception noted below. "Working days" shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which employee is not scheduled to work or is on sick leave or vacation leave do not count as a working day. In the event a grievance is filed by a terminated employee, the outcome letter will be mailed to the employee at his/her last known address and shall be postmarked no later than the fifth working day.

A grievance that is not filed or advanced within the time limits set forth in this Article shall be deemed waived and permanently barred. Time limits may be extended only by mutual written agreement of the parties.

No more than two (2) representatives may be present at the meetings held under all steps of the grievance procedure. Any request made by the employee for a meeting during any step of the grievance process shall be granted.

In the event the City and/or its representatives and the Union do not resolve the Grievance in Step 2, the City and/or its representatives and the Union may by mutual agreement, refer the matter to mediation, utilizing the services of the Federal Mediation and Conciliation Service (FMCS). The parties agree to abide by the FMCS rules. It is understood that the mediation process is to be expedited and at any time during the mediation process either the Company or the Union may declare the process closed.

If the grievance remains unresolved, the Union may refer the Grievance to arbitration by written notice to the City Attorney of the City of Monroe within 15 (fifteen) working days following the date of receipt of the director of Public Works Department of the City of Monroe's response in Step 2 or the date of mediation. Only grievances alleging a violation of a specific and express provision of this Agreement shall be subject to arbitration. The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement.

After a demand for arbitration has been made, the Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) names of impartial Arbitrators in the region nearest to the City and/or its representative premises. No "FMCS Priority appointments" are permitted. The City and/or its representatives and the Union shall, alternately strike names from the list until only one (1) name remains, and a toss of the coin shall determine who strikes first. The remaining Arbitrator shall act as the impartial Arbitrator who shall hear and decide the issue.

The Grievance Procedure outlined hereinabove is not intended to infringe upon or abrogate the privilege or right of Arbitration provided for in the Agreement entered into by and between the parties hereto pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

ARTICLE VI

NO STRIKE NO LOCKOUT

During the period of this Agreement the Union agrees that there shall be no strike, slowdown, and walkout, refusal to report to work or other interruption or stoppage of work by the Union or any of its members.

During the period of this Agreement, the Employer agrees that there shall be no lockout by the Employer of any employee covered hereby.

ARTICLE VII

HOLIDAYS

All full-time employees covered by this Agreement shall receive the following paid holidays during each calendar year of the term of this Agreement.

New Year Day
Good Friday
Memorial Day
Juneteenth
Fourth of July
Veterans Day
Labor Day
Thanksgiving Day
Christmas Day
Martin Luther King Day
Employee's Birthday*

*Employees shall have the option of taking their Birthday off within 6 months.

If any of the above listed holidays shall fall on a Sunday, the following Monday shall be observed as a holiday. In the event that management decides to provide service on Good Friday, Veterans Day, Labor Day or Memorial Day, employees will be given the opportunity to sign up to work the holiday and will be paid following the below schedule. A holiday schedule will be posted, and employees may volunteer to work based upon seniority. Any shifts not covered by volunteers will be filled by the least senior operators until all shifts are covered.

Each employee shall be paid eight (8) hours of straight time for the holidays listed above; provided, however that any employee whose regular work day is greater than eight (8) hours shall be paid the number of hours in his regular workday up to a maximum of ten (10) hours for the holiday to ensure a minimum of forty (40) hours for that work week.

Should operational requirements result in an employee being required to work on his/her birthday, designated hereinabove as a paid holiday, he/she shall be paid for all hours worked on said day at regular rate. Employee's birthday in such instance shall not be considered as his/her holiday and he/she shall be allowed to take a paid holiday in lieu of his/her birthday, upon reasonable notice to the Superintendent of the Department, at any time within the 12-month period immediately following. For these purposes, the parties hereto agree that operational requirements of the Department must be taken into consideration in the taking and selection of date for this alternate holiday. Further, the parties agree that any notice on the part of the employee involved of more than seven (7) calendar days shall be considered reasonable for these purposes.

An employee who is required to work on any other of the above designated holidays shall receive his holiday pay as set forth above and, in addition, shall be paid for all hours worked on said holidays at a rate one and a half times their hourly rate. For all hours worked in excess of eight (8) hours, a rate of three times (3) their current hourly rate of pay shall be used.

The following provisions shall determine an employee's eligibility for holiday pay:

1. To be considered eligible for holiday pay for the holidays in question, an employee shall have been in the service of the Employer for at least ninety (90) consecutive days.
2. If an employee is scheduled to work on any such holiday and fails to report to work without justifiable cause, he/she will not receive such holiday pay.
3. There will not be hiring of a substitute worker instead of regular employees for holidays occurring on a regular workday. Any regular employee must be given the option of work.
4. If any employee is not scheduled to work on any such holiday, he/she shall, nevertheless, not receive pay for such holiday, if employee fails to report for work without justifiable cause on the one (1) scheduled workday immediately preceding and the one (1) scheduled workday immediately following any such holiday.
5. When one or more holidays fall on a full-time employee's regular day off, his/her holiday shall be the closest regularly scheduled workday preceding or following the legal holiday, as designated by the Employer.

In the event that the Mayor shall grant an additional holiday to City employees, said additional holiday shall also be given to all full-time employees covered by this Agreement, subject to the following restrictions: if the additional holiday is on a day upon which the Bus Department provides needed service to the general public, said employees of the Bus Department shall work on the said additional holiday, but will be able to the day off at a later date based upon the needs of the Bus Department, provided the day be taken within the next six (6) months.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

The departmental work week is defined as the seven (7) successive day calendar period beginning at 12:01 a.m. on Monday and ending 12:00 o'clock midnight on the following Sunday.

Employees shall be paid at the rate of time and one-half their normal hourly rate for all hours worked in excess of forty (40) hours in any one work week.

When an employee receives pay for time not worked, neither the time during which such employee is off, nor the pay which he/she receive, shall be considered for the purpose of computing overtime, nor shall the Employer credit such pay against any statutory overtime. However, for the purposes of computing overtime, all holiday hours (worked) for which an employee is compensated, shall be regarded as hours worked. It is mutually understood and agreed that the overtime provisions of this Agreement cover all overtime payments to which an employee is entitled, whether by agreement or statute or both that such overtime shall be paid as provided herein and that there shall not be any pyramiding of overtime and/or premium pay.

Regularly scheduled runs shall be for a minimum of eight (8) hours and, as far as it is practical, for a maximum of ten (10) hours. As far as is practical, all runs will be completed within twelve (12) consecutive hours.

In like manner, total runs for each operator, as far as is practical, will involve not less than forty (40) hours, nor more than fifty (50) hours in any given work week.

When an Operator or mechanic is required to double over at the end of his/her regular run or shift, he/she shall be notified at least thirty minutes (30) prior to the end of his/her run or shift, before his/her relief is due. If he/she is not so notified and is required to double over without the required notice, he/she shall be paid double time for all hours over his/her regular schedule.

An employee assigned or scheduled to work on extra work will receive a minimum of two (2) hours straight time pay.

Each regular employee shall have a five (5) day work week with two (2) days off each week, with said days to run consecutively, if at all possible.

Extra-board operators shall have a six (6) day work week.

Any regular full-time employee assigned or scheduled to work on his/her day off shall be paid one and one-half (1 1/2) times his/her regular hourly rate for all hours worked on that day. Any employee who is required to work on Sunday shall be paid at the differential rate of .70 cents above his/her regular hourly rate of pay.

Operators, Maintenance Workers, and Customer Service Representatives working the evening shift, from 6:45 pm until 10:30 pm will be paid at the differential rate of .35 cents above his/her regular hourly rate of pay.

TEMPORARY EMPLOYEE PROVISION

The Employer may hire no more than four (4) temporary employees as Operators and no more than three (3) temporary employees in the Maintenance Department.

Temporary employees assigned as Operators shall work no more than 40 hours per week unless there are insufficient employee available to maintain minimum levels of service and a full-time employee is not available or does not volunteer to perform such work.

Temporary employees assigned as Operators will not be assigned to a straight assignment unless a full-time employee is not available or does not volunteer to perform such work.

Full-time Operators will be given preference for extra, available work after all runs are assigned, and a temporary employee shall only be used if a full-time employee is not available or does not volunteer to perform such work.

Temporary employees will not participate in the quarterly run bid.

Temporary employees are not qualified for Employer benefits (i.e.: pension, health insurance, etc.)

No temporary Operator shall remain a temporary Operator working at the Transit System for a period of longer than seven (7) months without being extended an offer of full-time employment.

OPERATOR TRAINING

Operators, at any time training new operators, shall be paid one dollar (\$1.00) more per hour than his/her regular hourly rate of pay. Training pay shall commence when a trainee boards the bus with a veteran operator and such training has been approved in advance, in writing by the transit supervisors.

ARTICLE IX
SAFETY AND HEALTH

Both parties to this Agreement hold themselves responsible and agree to assist in the enforcement of appropriate safety rules and regulations, both statutory and as set forth and established by the Employer.

The Employer shall make all reasonable provisions for the safety and health of its employees during hours of employment.

It is understood that the individual employee has personal responsibility with regard to preventing accidents to himself/herself or his/her fellow employees during the hours of his employment.

Nothing herein contained shall relieve any operator or employee from the responsibility of properly safeguarding and/or protecting equipment entrusted to him/her for his/her use or operation.

ARTICLE X
WAGES AND RATES

The parties mutually agree that the rates of pay applicable to the job classifications listed below are fair and satisfactory. The wage rates set forth herein shall become effective and shall be adjusted in accordance with the contract year schedule described below and shall remain in effect for the duration of this Agreement, unless otherwise modified by the parties.

OPERATOR

Length of Service	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
> 1 Year	\$19.41	\$20.54	\$21.73	\$23.00
0 - 1 Year	\$16.95	\$17.91	\$18.93	\$20.00

MAINTENANCE

Position	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
Mechanic I	\$21.82	\$23.09	\$24.43	\$25.85
Mechanic II	\$20.61	\$21.81	\$23.08	\$24.42
Mechanic Helper	\$19.24	\$20.36	\$21.54	\$22.79
Service Employee	\$16.81	\$17.79	\$18.83	\$19.93

CUSTOMER SERVICE WORKER

Position	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
Customer Service Worker	\$13.71	\$14.51	\$15.36	\$16.25

Each employee shall be paid according to their applicable classification and length of service tier, at the rate corresponding to the current contract year. Movement between length-of-service tiers shall occur based on the employee's actual service time; however, progression between contract year rates shall occur uniformly for all employees on the effective date of each contract year and shall not be based on individual service anniversaries.

Employees employed on or before December 31, 2004, shall receive additional salary due to the change in the way the employee portion of the pension payments are made that went into effect city-wide on January 1, 2005, as per attachment 1. Said employees shall receive a one-time salary increase of 9.25% of their base pay rate on December 31, 2004. This increase will be paid in addition to the hourly rates listed above as long as the employee remains in the continuous employment of the City but will remain constant despite any step increases or base hourly rate increases.

In the event that the City returns to the previous procedure whereby the City pays the employee portion of the retirement contributions or any part thereof, this additional salary payment shall cease.

ARTICLE XI

SICK LEAVE AND ABSENCES DUE TO ILLNESS

Section 1. Allowance

Any full-time employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.

Full-time employees shall be eligible for sick leave after ninety (90) days service with the Employer.

Full-time employees shall be allowed one (1) day sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for fifty (50) or more hours of work

Employee may convert two (2) sick days to personal days per calendar year.

Section 2: Accumulation

Full-time employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer. Sick leave may be accumulated up to a maximum of (120) days).

Section 3: Unused

Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a result of voluntary resignation, discharge, retirement, or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

Section 4: When Taken

When an employee finds it necessary to be absent for any of the reasons specified herein, he/she shall cause the facts to be reported to his/her department head thirty (30) minutes prior to the regular time for reporting to work.

An employee must keep his department head informed of his/her condition if the absence is more than three (3) days duration. An employee may be required to submit a medical certificate for any absence after the third (3rd) day in one usage.

Employees with an unacceptable attendance record must support any sick leave with an appropriate certification or verification by a local physician.

The initial determination of "acceptable" or "unacceptable" attendance record shall be made by the General Manager. When an employee's attendance record becomes "unacceptable," Employer shall notify both the employee and the Union. Any dispute over such classification shall be handled through the Grievance Procedure in Article V, herein.

After an employee has banked twelve (12) unused sick days, he/she has the option to either continue accruing such time or receiving in cash in December on a 1 to 2 ratio in accordance with the City's policy, all time which he/she elects to cash in for accumulated sick leave over twelve (12) days he/she must keep banked at all times.

An employee who completes ninety (90) calendar days without a chargeable absence occurrence under this policy shall have the absence occurrence that has been on his/her record the longest removed.

ARTICLE XII

JURY DUTY

When an employee is required to be absent from work because of Jury Duty, the employee shall be compensated for all hours lost at his/her regular straight time rate of pay.

Proof of the reason for and duration of said absence may be required

ARTICLE XIII

MATERNITY LEAVE

Maternity leave herein shall be governed by the general City policy.

ARTICLE XIV

FUNERAL LEAVE

In case of a death in an employee's family, the Employer will grant the employee time off with pay as follows:

Three (3) days- Current spouse, mother, father, children, brother, sister, grandparents.

Two (2) days - Current father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt.

In situations where unusually long travel time is involved in connection with funerals of members of an employee's family, and employee may apply, in exceptional circumstances, for additional unpaid funeral leave, not to exceed a total of five (5) days. Such applications shall be made by the employee to his General Manager. If an employee shall be granted a leave of absence under this provision and fails to return to work as scheduled, he/she may be considered to have voluntarily terminated his employment, unless prior approval, for good cause, has been obtained from Employer.

ARTICLE XV

LEAVE OF ABSENCE

Section 1. Extended Leave of Absence

For good and sufficient reason shown, within the discretion of Employer, an employee may request and be granted a leave of absence without pay for causes other than sickness, or other causes covered by this Agreement. The granting of such a leave of absence shall be within the discretion of the Employer and shall not exceed a period of thirty (30) days. If an employee shall be granted a leave of absence under this provision and fails to return to work as scheduled, he/she will be considered to have voluntarily quit his employment, unless prior approval, for good cause, has been obtained from Employer.

Section 2. Union Conventions

Employer agrees that an employee covered by this Agreement, when elected to and serving in an office of the President, Vice-President, and/or a designee within the local Union organization, may be granted a maximum of thirty (30) days per calendar year (collectively) as paid leave for the purpose of attending Union conventions, Union conferences, and/or Union caucuses. No more than two (2) employees may use this leave at the same time.

However, in order to be awarded such time as paid leave, the elected union official must provide proof of the date and place of such participation to management within three days of the end of his/her attendance at such union organization event. Operational requirements are recognized by both parties and therefore any leave must be pre-approved by management. All such leave shall be

requested two weeks prior to any Union convention, Union conference, and/or Union caucus start date.

ARTICLE XVI **VACATIONS**

All fulltime employees shall be granted paid vacation time, with the right to draw normal straight time pay for the appropriate number of workdays, according to or based upon each employee's length of continuously paid service completed, as per the following schedule:

YEARS OF SERVICE	VACATION TIME
1 - 4 years	10 days
5 - 9 years	15 days
10 - 14 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years or more	25 days

An employee may accrue up to nine hundred sixty (960) hours of earned vacation time and will be paid for all accrued vacation time, which has not been used, at time of retirement, separation, or death. All earned vacation accrued in excess of 960 hours must be taken during the year in which the vacation time accrued, or it will be lost. Should any employee of the City of Monroe be allowed to accrue more than 960 hours, the employees covered by this agreement shall be allowed the maximum allowed to be accumulated by any other city employee.

Holidays occurring during an employee's vacation shall not be charged against said vacation time, if said holidays fall within the employee's regular scheduled work week.

A vacation list will be posted by the fifteenth of December of each year, upon which each employee will note his/her preference or selection of vacation periods for which he/she is eligible. Each operator shall be allowed to split his/her vacation entitlement, if desired. Insofar, as requirements of efficient operation will allow, Employer will consider the seniority of each employee in allotting particular vacation requests, should conflicts of dates occur. Employees who have exhausted their sick leave may use vacation in lieu of sick leave with a doctor's excuse. The Employer may require a doctor's excuse in such a situation.

ARTICLE XVII **POSITION VACANCIES, REDUCTION IN FORCE, SEVERANCE PAY**

Section 1. Position Vacancies

All new or vacant positions covered by this agreement shall be filled by the following procedure, to wit:

1. Any vacant position shall be posted and open to all internal applicants for a minimum period of five days.
2. After five days, if no internal candidate deemed qualified at management's sole discretion is hired; the position will open to external candidates.
3. In the event that there are multiple positions available, or an additional position becomes available within 30 days upon the first posting, the original job posting will serve as notice for the additional position.
4. All vacancies will remain posted until the job position has been filled or closed.

Section 2. Reduction in Force

Any reduction in force shall be accomplished by layoff or termination of the least senior employee in the job classification suffering a reduction as defined by city job code number. No bumping of employees shall be allowed in any position covered by this agreement, either within the Monroe Transit System or from other employees within the City.

Section 3. Severance Pay

Should it ever be necessary for the Employer to discharge an employee in connection with a program of a permanent reduction in force or layoff, all affected employees shall be entitled to at least two weeks' notice or two weeks, severance pay, in the event notice is not practical or possible, at the option of the Employer.

No severance pay and no established period of notice shall be required in connection with any temporary layoff or reduction in force. However, should a layoff or reduction in force begin as temporary and continue for more than one year, it shall be considered as permanent, and affected employees shall be entitled, under such circumstances, to payment of the equivalent of two weeks regular, straight time pay, as severance pay.

The provisions of this Article are not intended by the parties hereto as infringing upon or abrogating rights accorded either the parties hereto or employees under the Agreement entered into by and between the parties hereto, pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

ARTICLE XVIII **DUES DEDUCTION AUTHORIZATION**

The Employer agrees to honor requests from employees covered hereby, properly submitted and in a form acceptable to the Employer, for periodic deduction of actual amounts of membership dues which may be appropriate as a result of the membership of any employee in the Union. Such request or authorization shall be subject to cancellation by the employee submitting same, by the giving of not less than two (2) weeks' notice to the Employer.

Payment of dues to the Union is not and shall never be deemed a condition of employment, nor shall the giving of authorization for the deduction by the Employer of Union dues or the continuation thereof, is considered as a condition of employment.

ARTICLE XIX **EMPLOYMENT CONDITIONS**

Section 1. Bidding of Runs

Operators will be permitted to choose their runs consistent with Article IV, Seniority. Bid for both operators and shop shall be posted December 1, April 1, and August 1 each year with bids to be announced and changeovers made on the last day of the month. Any full-time bus operator absent from work for thirty (30) days or more during a run (4-month period) will not be included on the next (new) run pick, unless the employee returns to full duty or presents a doctor's release before the new run pick begins. That operator will be placed on the Extra Board until the next run pick.

Any regular run or shop shift that becomes available will be posted for bids within three (3) days. Any regular run that becomes open for two (2) weeks or more due to illness, vacation, or employee departure will be filled by the Extra Board by seniority. If not selected by the senior person, the operator at the bottom of the Extra Board will have to fill that run until the regular operator returns, or a general markup is held, whichever event shall occur first. Any major change in routing scheduling or time paid of any regular run shall be cause for same to be put up for bid within three (3) days. The posting will close within five (5) days after the bid list has been posted and shall not rebid except for special circumstances as referred to in this Section.

Section 2. Medical Examination

All operators shall be required to have medical examination once each year as required by Employer. Operators shall be paid for the time required for the medical examination at their regular rate of pay, at a minimum of forty-five (45) minutes per examination. Any operator or operators failing to pass this examination made by the Employer examiner shall not be disqualified for service until examined by two (2) doctors. One doctor to be selected by the Union. Union shall pay its examiner. If after the above examination, any disqualifications are found and such conditions can be corrected by treatment, the employee, may, if his physical condition permits, continue in the service. If the employee is unable to work while undergoing treatment, he will be permitted to resume his services upon release by the attending physician.

Section 3. Transfer

It is agreed that no employee shall be transferred from one Department to another unless with the approval of both the Departments involved.

If an employee is appointed to a supervisory position, he/she shall retain his/her seniority rights up to six months and one day but, after promotion or transfer to the supervisory position, will not be a member of the Bargaining Unit and will no longer be covered by this Agreement, so long as he/she remains a supervisory employee.

Section 4. Uniform

All employees, at the completion of their probationary period, will receive a \$400.00 uniform credit at an Employer-specified vendor. Thereafter, employees will receive an annual uniform credit of \$400 each fiscal year.

In the event that an employee wishes to purchase a uniform or parts of a uniform from a vendor other than the Employer's selected vendor after a vendor is selected, the employee may only do so with the written approval of Employer prior to purchasing the uniform. The circumstances where an employee may be allowed to use an alternate vendor are at the discretion of Employer and shall be limited to situations where the uniform or parts of the uniform are not available to the employee from the selected vendor (example: the selected vendor does not maintain the uniform in the employee's size). In those circumstances, the Employee and Employer shall make arrangements for the purchase of the uniform or parts of the uniform. In no instance shall the purchase exceed the amount of the annual credit available to the Employee.

All employees are required to wear their uniforms neatly and with proper accessories while on duty. Optional Union patches may be displayed on the left sleeve of the uniform shirt and jacket but must be pre-approved by Employer.

The Union and Employer agree that the Employer may, within its discretion, provide employees with additional, optional uniform items, such as shirts, and may allow for the optional wearing of certain attire upon specified terms. The uniform requirements not outlined herein, including the wearing of optional attire, will be outlined in the uniform policy. The uniform policy shall be negotiated between the Employer and Union.

All logos, patches and company emblems are the sole discretion of the Employer and will be supplied to the employees at the Employer's cost and are the property of the Employer.

All employees shall receive a jacket every four (4) years, in addition to the annual uniform allowance.

Summer and winter uniforms shall consist of long sleeve or short sleeve shirts. Neckties are optional.

Section 5. Heat-Cool Cushions

There shall be sufficient heat provided for all operators on all buses during cold weather. A cool cushion shall be issued by the Department to each operator, who shall be responsible for same subject to normal use and wear. If the cool cushion issued to an operator should be lost, misplaced, or destroyed or damaged through neglect or misuse, the replacement thereof shall be the responsibility of the operator in question. When a cool cushion shall become unserviceable or

unfit for further use simply by virtue of normal wear and use, it will be turned into the Department and replaced at no cost to the operator.

Section 6. Probationary Employees

Each new employee hired by the Employer shall be considered as a Probationary Employee for the first ninety (90) calendar days of his/her employment. Thereafter, if said employee is retained by Employer, his/her length of service for all purposes shall date back to the date of his original hiring. Probationary periods maybe extended by the Employer if circumstances warrant such extension.

Probationary employees shall not be covered by this Agreement.

Section 7. Commercial Driver’s License

All bus operators and maintenance personnel must have or obtain a minimum CDL Class B with Passenger endorsement within 89 days of employment. The Employer shall pay license renewal fees as required but will not pay for initial license of employees not possessing required licenses upon hiring.

Section 8. Tool Allowance

All mechanics shall receive an annual tool allowance of \$400.00, provided the tools are relevant to working at Monroe Transit, and verified by receipts within thirty (30) days of check issuance. The Monroe Transit General Manager, or his designee, will determine the relevancy of tools.

ARTICLE XX
MISSOUTS. SUSPENSIONS. DISMISSAL

Section 1. Missout

Employees arriving five (5) minutes or more late for work will be given a miss out and will not be allowed to drive their regularly scheduled run for that day unless no extra board operator is available.

Employees arriving four (4) minutes late for work will be given a late report and will be allowed to drive their regularly scheduled run for that day.

Disciplinary action for late reports and missouts is as follows:

LATE REPORTS

<u>Offense</u>	<u>Action to be taken</u>
2 Late Reports	1 Missout

MISSOUTS

<u>Offense</u>	<u>Action to be taken</u>
1 miss out in any 180-day period	Written Warning
2 miss outs in any 180-day period	3 day working penalty
3 miss outs in any 180-day period	5 day working penalty
4 miss outs in any 180-day period	Termination

An employee serving a suspension and called back to work before said suspension has expired shall be considered as having served his/her full time.

Section 2. Dismissal

The Employer agrees to act in good faith in the administration of discipline and the dismissal of employees. The Employer may impose discipline, up to and including termination, for just cause and in accordance with applicable due process requirements. Progressive discipline may be utilized at the Employer's discretion, with the level of discipline determined based upon the nature and severity of the offense and the surrounding circumstances.

The Employer agrees to notify the Union President or his/her duly appointed representative within two (2) days after the dismissal of any employee covered by this Agreement. Should the Union present a grievance in connection with a dismissal, the dismissal shall be reviewed under the terms of the Grievance Procedure as specified in Article V of this Agreement. The only exception to the notification provisions of this shall be that when an employee absents himself/herself without explanation for two consecutive working days, the Employer, at its option may terminate the said employee with simultaneous notice to the Union.

Section 3. Timing of Disciplinary Action

Any pre-disciplinary letter shall be issued no later than the end of employee's fifth working day following the incident leading to said possible disciplinary action, or following the Department's knowledge of same, whichever is the latter. The employee may be represented by no more than two (2) representatives at the pre-disciplinary hearing. A determination letter shall be issued within ten (10) working days following the pre-disciplinary hearing.

"Working days" shall be interpreted as meaning the weekdays of Monday through Friday, inclusive. Days in which employee is not scheduled to work, on sick leave or vacation leave do not count as a working day.

A Waiver of Representation in the form presented on May 22, 2019, will be attached each pre-disciplinary letter of an employee covered by this Agreement.

ARTICLE XXI EXTRA BOARD

The Employer shall maintain an Extra Board for the purpose of providing replacement operators during vacations, illness, leaves, and other operational needs. The Employer will maintain at least 4 operators on the Extra Board; however, deviations may occur due to vacancies, absences, staffing shortages, training requirements, or other circumstances beyond the Employer's reasonable control.

Extra Board operators shall be guaranteed forty (40) hours per week provided they make all required reports and remain available for assignment. Available Extra Board work shall be distributed as equitably as practicable among Extra Board operators, taking into account employee availability, requested leave, qualifications, scheduling requirements, and operational needs.

In the event of insufficient Extra Board staffing, available work shall be offered to qualified full-time operators on an overtime basis, in order of seniority, to the extent practicable and consistent with operational needs. If sufficient coverage cannot be obtained through the Extra Board, voluntary assignment, or voluntary overtime, the Employer may utilize temporary, part-time, contract, or other qualified personnel as necessary to maintain service.

ARTICLE XXII MISCELLANEOUS

SECTION 1. MILITARY LEAVE

A military leave of absence will be granted to employees who are unable to attend work due to service in the U. S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) or as otherwise required under applicable state law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Military leaves of absence longer than two weeks will be unpaid according to applicable law; however, employees may use any available paid time off for the absence.

SECTION 2. SEVERABILITY AND SAVINGS CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or Portion thereof specifically specified in the Court's decision; and upon insurance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

ARTICLE XXIII GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religions color, sex, sexual orientation, age, national origin, handicapping conditions, veteran status, marital status, or political affiliations. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The Employer 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 Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or any other cause.

The Union assures that under its Non-Discrimination policy that no person represented under the provisions of this Agreement shall on the ground of race, religion, color, sex, age, national origin, sexual orientation, disability, veteran status, marital status, or political affiliations be excluded from participation in, be denied the benefits or, be subjected to 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 unit without discrimination, interferences, restraint, or coercing.

ARTICLE XXIV TRAINING

The Employer shall establish and maintain a training program for all Bus Operators, Maintenance personnel, and Customer Service Representatives. The Employer retains sole and exclusive authority to modify and administer training programs, standards, and requirements. The Employer shall determine employee qualifications, competency, and eligibility to perform job duties. No employee shall perform work for which they have not been deemed qualified by the Employer.

ARTICLE XXV TECHNOLOGY AND SURVEILLANCE

This Article applies only to onboard cameras, surveillance systems, event recorders, telematics systems, GPS systems, and other vehicle-based monitoring, recording, sensing, or reporting technology installed in transit vehicles and does not apply to, limit, or restrict the Employer's use of facility security systems or other workplace technology.

The Employer may utilize onboard cameras, video surveillance systems, event recorders, telematics systems, GPS systems, onboard recording systems, driver safety systems, fleet management systems, and other vehicle-based monitoring, recording, sensing, or reporting technology, whether now existing or developed in the future, for legitimate business purposes, including safety, security, customer service, operational efficiency, policy compliance, investigations, training, and the protection of Employer property, employees, passengers, and the public.

The Employer will not utilize such technology in a manner that is arbitrary, discriminatory, retaliatory, or for the purpose of harassing employees. Reviews of onboard surveillance shall be reasonably related in scope to a legitimate business purpose, and the Employer shall not expand a review solely for the purpose of searching for unrelated misconduct. At no time shall the Employer utilize onboard surveillance technology for the sole purpose of searching for potential misconduct by a bargaining-unit employee unrelated to a legitimate business purpose.

The Employer may consider and act upon misconduct, policy violations, safety violations, or performance deficiencies reasonably observed during a legitimate review. A review shall not be deemed improper merely because unrelated misconduct is discovered. Minor violations unrelated to the purpose of the review ordinarily will be addressed through coaching, counseling, or retraining rather than formal discipline, unless the violation involves dishonesty, unlawful conduct, repeated misconduct, or creates a substantial and reasonably foreseeable risk of injury, property damage, a security breach, or material disruption of transit operations.

ARTICLE XXVI

SPECIAL EVENT SERVICE

Special event service consists of discretionary transportation services provided on a temporary basis for conferences, conventions, festivals, athletic events, community events, or similar activities that are not part of the Employer's regularly scheduled transit operations.

Special event assignments shall first be assigned to available Extra Board operators. If sufficient coverage cannot be obtained through the Extra Board, the assignments shall be offered to qualified bargaining-unit employees in order of seniority.

Nothing in this Article shall require the Employer to incur overtime or other premium compensation costs, create additional positions, or disrupt regular transit operations to provide special event service. To the extent the Employer elects to provide such service, eligible bargaining unit employees shall be used first and paid the applicable straight-time or overtime rate. If sufficient bargaining-unit coverage cannot be obtained on terms acceptable to the Employer under this Article, the Employer may assign the work to supervisors or other qualified personnel or may decline to provide the service.

The use of supervisors or other non-bargaining-unit personnel pursuant to this Article shall not constitute a violation of this Agreement, provided that such use conforms to this Article.

ARTICLE XXVII

EFFECTIVE DATE, CHANGES

RENEWAL AND/OR TERMINATION

The effective date of this Agreement shall be September __, 2026.

This Agreement shall remain in full force and effect through December 31, 2030. Either party may terminate this Agreement effective December 31, 2030, by providing written notice to the other party not less than sixty (60) days prior to that date. Notice to the Union shall be provided to the President of Local 1160, and notice to the Employer shall be provided to the Mayor of the City of Monroe.

Beginning one hundred twenty (120) days prior to the expiration of this Agreement, either party may provide written notice requesting that the Agreement be reopened for collective bargaining negotiations concerning proposed changes or additions to the Agreement. Such notice shall include the general substance of the changes or additions proposed. Upon receipt of such notice, the parties shall promptly seek to establish a mutually agreeable time for representatives of the parties to meet and commence collective bargaining negotiations.

Unless timely notice of termination is provided as set forth above, this Agreement shall automatically renew for successive periods of one (1) year. During any renewal term, either party may provide written notice requesting that the Agreement be reopened for collective bargaining

negotiations beginning one hundred twenty (120) days prior to the expiration of the then-current renewal term, subject to the same procedures set forth above.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto in duplicate original, each of equal dignity and effect, on the day and date indicated.

AMAGAMATED TRANSIT UNION,
LOCAL DIVISION NO. 1160

CITY OF MONROE, LOUISIANA

President, Local 1160
Monroe, Louisiana

Friday Ellis, Mayor

Vice President, Local 1160
Monroe, Louisiana

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO TOBBORIE SNELL ALL RIGHTS, TITLE, AND INTEREST IN AND TO LOT 2 RESUBDIVISION, SQUARE 2, RENWICK'S ADDITION, SOUTH 22ND STREET (NO SITUS ADDRESS), MONROE, LOUISIANA, ADJUDICATED TO THE CITY OF MONROE FOR NONPAYMENT OF AD VALOREM TAXES, PURSUANT TO LA. R.S. 47:2238.1 ET SEQ., AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the following described property:

**LOT 2 RESUB, SQ 2, RENWICK'S ADDITION
No Situs, S. 22nd St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #18655**

was adjudicated to the City of Monroe, Louisiana, for nonpayment of 2019 ad valorem taxes by instrument dated and filed July 1, 2020, in Conveyance Book 2621, Page 598, of the records of Ouachita Parish, Louisiana;

WHEREAS, the 2019 ad valorem taxes forming the basis of the adjudication were assessed by the City of Monroe against James Lowe;

WHEREAS, more than five (5) years have elapsed since the filing of the instrument evidencing the adjudication in the conveyance records of the Ouachita Parish Clerk of Court;

WHEREAS, Tobborie Snell has applied to purchase the property from the City of Monroe pursuant to La. R.S. 47:2238.1 et seq.;

WHEREAS, Tobborie Snell has deposited with the City the amount determined by the Tax Collector pursuant to La. R.S. 47:2238.2 to be sufficient to cover the expenses of the sale, including advertising, taxes due, and other costs associated with the sale;

WHEREAS, the amount deposited by Tobborie Snell is One Thousand Two Hundred Fifty-Eight and 33/100 Dollars (\$1,258.33), including Seven Hundred Forty-Three and 33/100 Dollars (\$743.33) in parish and municipal taxes, with the remainder consisting of legal fees, advertising costs, mailing costs, filing and recordation expenses, and other costs associated with the sale;

WHEREAS, the City of Monroe has provided notice to the tax debtor and all other interested parties as required by La. R.S. 47:2238.3, including notice by registered or certified mail and publication in the official journal of the City of Monroe of the City's intent to take actual corporeal possession of the property and transfer ownership thereof to Tobborie Snell;

WHEREAS, the property remains unredeemed, and the City desires to proceed with the taking of actual corporeal possession of the property and transfer of ownership to Tobborie Snell, in accordance with La. R.S. 47:2238.1 et seq.; and

WHEREAS, the sale and transfer of the property shall be completed only upon satisfaction of the remaining requirements of La. R.S. 47:2238.1 et seq., including the issuance of an order of possession and transfer of ownership by a court of competent jurisdiction pursuant to La. R.S. 47:2238.5.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe is hereby authorized to take actual corporeal possession of and sell and transfer to Tobborie Snell, pursuant to La. R.S. 47:2238.1 et seq., all rights, title, and interest in and to the following described property:

LOT 2 RESUB, SQ 2, RENWICK’S ADDITION
No Situs, S. 22nd St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #18655

BE IT FURTHER ORDAINED that the Tax Collector and other appropriate City officials are hereby authorized to execute the affidavit required by La. R.S. 47:2238.4 and to take all other actions necessary or appropriate to obtain an order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5; and

BE IT FURTHER ORDAINED that, upon issuance of the order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5, the Mayor, or his designee, is hereby authorized to execute an act of sale and any and all other documents necessary or appropriate to perfect the sale and transfer of the property to Tobborie Snell, in accordance with La. R.S. 47:2238.1 et seq.

This Ordinance was introduced on October 27, 2026.

Notice published on the _____ day of October 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of November 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO TOBBORIE SNELL ALL RIGHTS, TITLE, AND INTEREST IN AND TO LOT 1-A RESUBDIVISION, SQUARE 2, RENWICK'S ADDITION, 415 SOUTH 22ND STREET, MONROE, LOUISIANA, ADJUDICATED TO THE CITY OF MONROE FOR NONPAYMENT OF AD VALOREM TAXES, PURSUANT TO LA. R.S. 47:2238.1 ET SEQ., AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the following described property:

**LOT 1-A RESUB, SQ 2, RENWICK'S ADDITION
415 S. 22nd St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #51768**

was adjudicated to the City of Monroe, Louisiana, for nonpayment of 2019 ad valorem taxes by instrument dated and filed July 1, 2020, in Conveyance Book 2622, Page 136, of the records of Ouachita Parish, Louisiana;

WHEREAS, the 2019 ad valorem taxes forming the basis of the adjudication were assessed by the City of Monroe against James Lowe;

WHEREAS, more than five (5) years have elapsed since the filing of the instrument evidencing the adjudication in the conveyance records of the Ouachita Parish Clerk of Court;

WHEREAS, Tobborie Snell has applied to purchase the property from the City of Monroe pursuant to La. R.S. 47:2238.1 et seq.;

WHEREAS, Tobborie Snell has deposited with the City the amount determined by the Tax Collector pursuant to La. R.S. 47:2238.2 to be sufficient to cover the expenses of the sale, including advertising, taxes due, and other costs associated with the sale;

WHEREAS, the amount deposited by Tobborie Snell is One Thousand Two Hundred Fifty-Eight and 33/100 Dollars (\$1,258.33), including Seven Hundred Forty-Three and 33/100 Dollars (\$743.33) in parish and municipal taxes, with the remainder consisting of legal fees, advertising costs, mailing costs, filing and recordation expenses, and other costs associated with the sale;

WHEREAS, the City of Monroe has provided notice to the tax debtor and all other interested parties as required by La. R.S. 47:2238.3, including notice by registered or certified mail and publication in the official journal of the City of Monroe of the City's intent to take actual corporeal possession of the property and transfer ownership thereof to Tobborie Snell;

WHEREAS, the property remains unredeemed, and the City desires to proceed with the taking of actual corporeal possession of the property and transfer of ownership to Tobborie Snell, in accordance with La. R.S. 47:2238.1 et seq.; and

WHEREAS, the sale and transfer of the property shall be completed only upon satisfaction of the remaining requirements of La. R.S. 47:2238.1 et seq., including the issuance of an order of possession and transfer of ownership by a court of competent jurisdiction pursuant to La. R.S. 47:2238.5.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe is hereby authorized to take actual corporeal possession of and sell and transfer to Tobborie Snell, pursuant to La. R.S. 47:2238.1 et seq., all rights, title, and interest in and to the following described property:

**LOT 1-A RESUB, SQ 2, RENWICK'S ADDITION
415 S. 22nd St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #51768**

BE IT FURTHER ORDAINED that the Tax Collector and other appropriate City officials are hereby authorized to execute the affidavit required by La. R.S. 47:2238.4 and to take all other actions necessary or appropriate to obtain an order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5; and

BE IT FURTHER ORDAINED that, upon issuance of the order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5, the Mayor, or his designee, is hereby authorized to execute an act of sale and any and all other documents necessary or appropriate to perfect the sale and transfer of the property to Tobborie Snell, in accordance with La. R.S. 47:2238.1 et seq.

This Ordinance was introduced on October 27, 2026.

Notice published on the ____ day of October 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of November 2026.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO KIMAREANNE ROSS ALL RIGHTS, TITLE, AND INTEREST IN AND TO LOTS 7 AND 8, SQUARE 2, BREARD'S RESUBDIVISION OF SQUARES 23 AND 24, STUBBS YOUNGS BAYOU ADDITION, 2205 GRAMMONT STREET, MONROE, LOUISIANA, ADJUDICATED TO THE CITY OF MONROE FOR NONPAYMENT OF AD VALOREM TAXES, PURSUANT TO LA. R.S. 47:2238.1 ET SEQ., AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the following described property:

**LOTS 7 & 8, SQ 2, BREARD'S RESUB, SQ 23 & 24,
STUBBS YOUNGS BAYOU ADDITION
2205 Grammont St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #35033**

was adjudicated to the City of Monroe, Louisiana, for nonpayment of 2014 ad valorem taxes by instrument dated and filed July 9, 2015, in Conveyance Book 2427, Page 200, of the records of Ouachita Parish, Louisiana;

WHEREAS, the 2014 ad valorem taxes forming the basis of the adjudication were assessed by the City of Monroe against Lee Fountain;

WHEREAS, more than five (5) years have elapsed since the filing of the instrument evidencing the adjudication in the conveyance records of the Ouachita Parish Clerk of Court;

WHEREAS, Kimareanne Ross has applied to purchase the property from the City of Monroe pursuant to La. R.S. 47:2238.1 et seq.;

WHEREAS, Kimareanne Ross has deposited with the City the amount determined by the Tax Collector pursuant to La. R.S. 47:2238.2 to be sufficient to cover the expenses of the sale, including advertising, taxes due, and other costs associated with the sale;

WHEREAS, the amount deposited by Kimareanne Ross is One Thousand Five Hundred Eighty-Six and 52/100 Dollars (\$1,586.52), including One Thousand Seventy-Two and 02/100 Dollars (\$1,072.02) in parish and municipal taxes, with the remainder consisting of legal fees, advertising costs, mailing costs, filing and recordation expenses, and other costs associated with the sale;

WHEREAS, the City of Monroe has provided notice to the tax debtor and all other interested parties as required by La. R.S. 47:2238.3, including notice by registered or certified mail and publication in the official journal of the City of Monroe of the City's intent to take actual corporeal possession of the property and transfer ownership thereof to Kimareanne Ross;

WHEREAS, the property remains unredeemed, and the City desires to proceed with the taking of actual corporeal possession of the property and transfer of ownership to Kimareanne Ross, in accordance with La. R.S. 47:2238.1 et seq.; and

WHEREAS, the sale and transfer of the property shall be completed only upon satisfaction of the remaining requirements of La. R.S. 47:2238.1 et seq., including the issuance of an order of possession and transfer of ownership by a court of competent jurisdiction pursuant to La. R.S. 47:2238.5.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe is hereby authorized to take actual corporeal possession of and sell and transfer to Kimareanne Ross, pursuant to La. R.S. 47:2238.1 *et seq.*, all rights, title, and interest in and to the following described property:

**LOTS 7 & 8, SQ 2, BREARD’S RESUB, SQ 23 & 24,
STUBBS YOUNGS BAYOU ADDITION
2205 Grammont St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #35033**

BE IT FURTHER ORDAINED that the Tax Collector and other appropriate City officials are hereby authorized to execute the affidavit required by La. R.S. 47:2238.4 and to take all other actions necessary or appropriate to obtain an order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5; and

BE IT FURTHER ORDAINED that, upon issuance of the order of possession and transfer of ownership pursuant to La. R.S. 47:2238.5, the Mayor, or his designee, is hereby authorized to execute an act of sale and any and all other documents necessary or appropriate to perfect the sale and transfer of the property to Kimareanne Ross, in accordance with La. R.S. 47:2238.1 *et seq.*

This Ordinance was introduced on October 27, 2026.

Notice published on the _____ day of October 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of November 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

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 AMENDING THE CITY OF MONROE OPERATING BUDGET FOR FISCAL YEAR 2026–2027 TO APPROPRIATE ADDITIONAL FUNDS FOR TRANSIT INSURANCE PREMIUMS, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 5-04 of the Monroe City Charter and La. R.S. 39:1310 authorize the amendment of the City's operating budget following its adoption;

WHEREAS, the cost of insurance coverage attributable to the Monroe Transit System has increased beyond the amount included in the adopted Fiscal Year 2026–2027 Operating Budget, requiring an additional appropriation for insurance premiums; and

WHEREAS, the City must amend the Fiscal Year 2026–2027 Operating Budget to provide sufficient appropriations for such insurance expenses and authorize an additional transfer from Fund 1000 – General Fund to Fund 6001 – Transit to cover the increased costs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Operating Budget for Fiscal Year 2026–2027 is hereby amended as follows:

- Account No. 6001-4000-2403 6520.001 – Insurance: increase by One Hundred Seventy Thousand Seven Hundred Eight and No/100 Dollars (\$170,708.00), from Six Hundred Sixty-Eight Thousand Nine Hundred Eighty and No/100 Dollars (\$668,980.00) to Eight Hundred Thirty-Nine Thousand Six Hundred Eighty-Eight and No/100 Dollars (\$839,688.00).
- Account No. 6001-0000-5910.001 – Transfer In: increase by One Hundred Seventy Thousand Seven Hundred Eight and No/100 Dollars (\$170,708.00), from One Million Four Hundred Twenty-Two Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$1,422,793.00) to One Million Five Hundred Ninety-Three Thousand Five Hundred One and No/100 Dollars (\$1,593,501.00).
- Account No. 1000-6000 6980.003 – Transfer Out – Transit: increase by One Hundred Seventy Thousand Seven Hundred Eight and No/100 Dollars (\$170,708.00), from One Million Four Hundred Twenty-Two Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$1,422,793.00) to One Million Five Hundred Ninety-Three Thousand Five Hundred One and No/100 Dollars (\$1,593,501.00).

BE IT FURTHER ORDAINED that the foregoing amendment increases expenditures in Fund 6001 – Transit by One Hundred Seventy Thousand Seven Hundred Eight and No/100 Dollars (\$170,708.00), increases revenues in Fund 6001 – Transit by the same amount through an additional transfer from Fund 1000 – General Fund, and increases expenditures in Fund 1000 – General Fund by One Hundred Seventy Thousand Seven Hundred Eight and No/100 Dollars (\$170,708.00), with such additional transfer to be funded from available General Fund balance.

BE IT FURTHER ORDAINED that the Mayor, Director of Administration, Budget Officer, and other appropriate City officials are hereby authorized to make all accounting entries and take all other actions necessary or appropriate to implement the budget amendment authorized herein.

This Ordinance was introduced on October 27, 2026.

Notice published on _____, 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November 10, 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO



BUDGET AMENDMENT REQUEST

Department/Division

Transit

Fund

6001

Budget Revision #

2

Account Number	Account Name	Current Approved Budget	YTD Actual Revenue or Expenses Plus Encumbrances	Current YTD Balance	Change Requested (+ incr/-decr)	Proposed Amended Budget
REVENUES (Increases in fees, etc. require prior approval by council)						
				-		-
6001-0000-5910.001	Transfer In	1,422,793		1,422,793	170,708	1,593,501
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
TOTAL		1,422,793.00	-		170,708.00	1,593,501.00
EXPENDITURES						
				-		-
				-		-
6001-4000-2403 6520.001	Insurance	668,980	-	668,980	170,708	839,688
				-		-
1000-6000 6980.003	Transfer Out - Transit	1,422,793	711,397	711,396	170,708	1,593,501
1000 3250.001	Fund Balance *	-	-	-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
				-		-
TOTAL		2,091,773	711,397	1,380,376	341,416	2,433,189
NET CHANGE						
		(668,980)	(711,397)	(1,380,376)	(170,708)	(839,688)

JUSTIFICATION:

*The offset of this increase in expenditure will be a reduction of fund balance at the end of FY 2027.

APPROVALS

Department

Date

Budget

Date 10-19-26

Authorizing Official

Date 10-19-26

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 AMENDING THE CITY OF MONROE OPERATING BUDGET FOR FISCAL YEAR 2026–2027 TO RECOGNIZE ADDITIONAL REVENUES AND APPROPRIATE FUNDS FOR PRISONER HOUSING, LMA EXPENSES, AND WINTER STORM FERN EXPENSES, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 5-04 of the Monroe City Charter and La. R.S. 39:1310 authorize the amendment of the City's operating budget following its adoption;

WHEREAS, the City has identified additional revenues consisting of outstanding reimbursements from the Federal Emergency Management Agency (FEMA) for prior events and additional LMA proceeds that were not included in the adopted Fiscal Year 2026–2027 Operating Budget;

WHEREAS, the City requires additional appropriations for prisoner housing expenses, LMA expenses, and costs associated with Winter Storm Fern; and

WHEREAS, the City must amend the Fiscal Year 2026–2027 Operating Budget for Fund 1000 – General Fund to recognize such additional revenues and provide sufficient appropriations for these expenditures, with the portion of the additional expenditures exceeding the additional revenues to be funded from available General Fund balance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Operating Budget for Fiscal Year 2026–2027 is hereby amended as follows:

- **Revenues**

- **Account No. 1000-0000-2001 5120.001 – Federal Grant:** increase by Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Nine and No/100 Dollars (\$299,269.00), from Zero Dollars (\$0.00) to Two Hundred Ninety-Nine Thousand Two Hundred Sixty-Nine and No/100 Dollars (\$299,269.00).
- **Account No. 1000-0000-2001 5700.006 – LMA Proceeds:** increase by Fifty-Five Thousand Six Hundred Sixty-Five and No/100 Dollars (\$55,665.00), from Zero Dollars (\$0.00) to Fifty-Five Thousand Six Hundred Sixty-Five and No/100 Dollars (\$55,665.00).

- **Expenditures**

- **Account No. 1000-2011 6445.001 – Prisoner Housing:** increase by Four Hundred Thousand and No/100 Dollars (\$400,000.00), from Four Hundred Sixty Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$460,689.00) to Eight Hundred Sixty Thousand Six Hundred Eighty-Nine and No/100 Dollars (\$860,689.00).
- **Account No. 1000-2011 6695.001 – LMA Expenses:** increase by Twenty-Eight Thousand Eight Hundred Eighty-Four and No/100 Dollars (\$28,884.00), from Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to Two Hundred Seventy-Eight Thousand Eight Hundred Eighty-Four and No/100 Dollars (\$278,884.00).
- **Account No. 1000-2011 6600.026 – Storm Fern Expenses:** increase by Six Hundred Fifty-Seven Thousand Six Hundred Fifty and No/100 Dollars (\$657,650.00), from Zero Dollars (\$0.00) to Six Hundred Fifty-Seven Thousand Six Hundred Fifty and No/100 Dollars (\$657,650.00).

BE IT FURTHER ORDAINED that the foregoing amendment results in a total increase in Fund 1000 – General Fund revenues of Three Hundred Fifty-Four Thousand Nine Hundred Thirty-Four and No/100 Dollars (\$354,934.00) and a total increase in Fund 1000 – General Fund expenditures of One Million Eighty-Six Thousand Five Hundred Thirty-Four and No/100 Dollars (\$1,086,534.00), with the resulting net increase in expenditures over revenues of Seven Hundred Thirty-One Thousand Six Hundred and No/100 Dollars (\$731,600.00) to be funded from available General Fund balance.

BE IT FURTHER ORDAINED that the Mayor, Director of Administration, Budget Officer, and other appropriate City officials are hereby authorized to make all accounting entries and take all other actions necessary or appropriate to implement the budget amendment authorized herein.

This Ordinance was introduced on October 27, 2026.

Notice published on _____, 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November 10, 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

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 AMENDING THE CITY OF MONROE OPERATING BUDGET FOR FISCAL YEAR 2026–2027 TO APPROPRIATE ADDITIONAL FUNDS FOR SALARIES, PAYROLL TAXES, AND PENSION CONTRIBUTIONS IN THE TRANSIT FUND; AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 5-04 of the Monroe City Charter and La. R.S. 39:1310 authorize the amendment of the City's operating budget following its adoption;

WHEREAS, the City has identified the need for additional appropriations for salaries, payroll taxes, and pension contributions within Fund 6001 – Transit Fund that were not included in the adopted Fiscal Year 2026–2027 Operating Budget;

WHEREAS, the City requires an additional transfer from Fund 1000 – General Fund to Fund 6001 – Transit Fund to provide funding for these personnel expenses; and

WHEREAS, the City must amend the Fiscal Year 2026–2027 Operating Budget for Fund 1000 – General Fund and Fund 6001 – Transit Fund to authorize the additional transfer and provide sufficient appropriations for these expenditures.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Operating Budget for Fiscal Year 2026–2027 is hereby amended as follows:

- **Fund 1000 – General Fund Expenditures**
 - **Account No. 1000-6000 6980.003 – Transfer Out – Transit:** increase by Forty-Three Thousand Six Hundred Sixty-Five and No/100 Dollars (\$43,665.00), from One Million Four Hundred Twenty-Two Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$1,422,793.00) to One Million Four Hundred Sixty-Six Thousand Four Hundred Fifty-Eight and No/100 Dollars (\$1,466,458.00).
- **Fund 6001 – Transit Fund Revenues**
 - **Account No. 6001-0000 5910.001 – Transfer In:** increase by Forty-Three Thousand Six Hundred Sixty-Five and No/100 Dollars (\$43,665.00), from One Million Four Hundred Twenty-Two Thousand Seven Hundred Ninety-Three and No/100 Dollars (\$1,422,793.00) to One Million Four Hundred Sixty-Six Thousand Four Hundred Fifty-Eight and No/100 Dollars (\$1,466,458.00).
- **Fund 6001 – Transit Fund Expenditures**
 - **Account No. 6001-4000-2403 6110.001 – Salaries & Wages – Regular:** increase by Seventeen Thousand Five Hundred Twenty-Three and No/100 Dollars (\$17,523.00), from Four Hundred Twenty-Five Thousand Fifty-Nine and No/100 Dollars (\$425,059.00) to Four Hundred Forty-Two Thousand Five Hundred Eighty-Two and No/100 Dollars (\$442,582.00).
 - **Account No. 6001-4000-2403 6220.001 – Payroll Taxes:** increase by Two Hundred Thirty-Seven and No/100 Dollars (\$237.00), from Six Thousand Nine Hundred Eighty-Six and No/100 Dollars (\$6,986.00) to Seven Thousand Two Hundred Twenty-Three and No/100 Dollars (\$7,223.00).
 - **Account No. 6001-4000-2403 6230.001 – Pension:** increase by One Thousand One Hundred Sixty-Six and No/100 Dollars (\$1,166.00), from One Hundred Eleven Thousand One Hundred Eighty-Six and No/100 Dollars (\$111,186.00) to One Hundred Twelve Thousand Three Hundred Fifty-Two and No/100 Dollars (\$112,352.00).

- **Account No. 6001-4000-3725 6110.001 – Salaries & Wages – Regular:** increase by Three Thousand Three Hundred Forty-Eight and No/100 Dollars (\$3,348.00), from Eight Hundred Twenty-Nine Thousand Two Hundred Thirty-Four and No/100 Dollars (\$829,234.00) to Eight Hundred Thirty-Two Thousand Five Hundred Eighty-Two and No/100 Dollars (\$832,582.00).
- **Account No. 6001-4000-3725 6220.001 – Payroll Taxes:** increase by Forty-Eight and No/100 Dollars (\$48.00), from Twelve Thousand Twenty-Four and No/100 Dollars (\$12,024.00) to Twelve Thousand Seventy-Two and No/100 Dollars (\$12,072.00).
- **Account No. 6001-4000-3725 6230.001 – Pension:** decrease by Six Thousand One Hundred Forty-Two and No/100 Dollars (\$6,142.00), from Two Hundred Twenty-Three Thousand Eight Hundred Ninety-Four and No/100 Dollars (\$223,894.00) to Two Hundred Seventeen Thousand Seven Hundred Fifty-Two and No/100 Dollars (\$217,752.00).
- **Account No. 6001-4000-3726 6110.001 – Salaries & Wages – Regular:** increase by Twenty-Four Thousand Twenty-Four and No/100 Dollars (\$24,024.00), from Three Hundred Seventy-Four Thousand Five Hundred Four and No/100 Dollars (\$374,504.00) to Three Hundred Ninety-Eight Thousand Five Hundred Twenty-Eight and No/100 Dollars (\$398,528.00).
- **Account No. 6001-4000-3726 6220.001 – Payroll Taxes:** increase by Three Hundred Forty-Eight and No/100 Dollars (\$348.00), from Five Thousand Four Hundred Thirty-One and No/100 Dollars (\$5,431.00) to Five Thousand Seven Hundred Seventy-Nine and No/100 Dollars (\$5,779.00).
- **Account No. 6001-4000-3726 6230.001 – Pension:** increase by Three Thousand One Hundred Thirteen and No/100 Dollars (\$3,113.00), from One Hundred One Thousand One Hundred Seventeen and No/100 Dollars (\$101,117.00) to One Hundred Four Thousand Two Hundred Thirty and No/100 Dollars (\$104,230.00).

BE IT FURTHER ORDAINED that the foregoing amendment increases Fund 1000 – General Fund expenditures by Forty-Three Thousand Six Hundred Sixty-Five and No/100 Dollars (\$43,665.00), to be funded from available General Fund balance, and results in corresponding increases in Fund 6001 – Transit Fund revenues and net expenditures of Forty-Three Thousand Six Hundred Sixty-Five and No/100 Dollars (\$43,665.00) each.

BE IT FURTHER ORDAINED that the Mayor, Director of Administration, Budget Officer, and other appropriate City officials are hereby authorized to make all accounting entries and take all other actions necessary or appropriate to implement the budget amendment authorized herein.

This Ordinance was introduced on October 27, 2026.

Notice published on _____, 2026.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on November 10, 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

 CITY OF MONROE		BUDGET AMENDMENT REQUEST		Department/Division		Transit	
				Fund		6001	
				Budget Revision #		4	
Account Number	Account Name	Current Approved Budget	YTD Actual Revenue or Expenses Plus Encumbrances	Current YTD Balance	Change Requested (+ incr/-decr)	Proposed Amended Budget	
REVENUES (Increases in fees, etc. require prior approval by council)							
6001-0000 5910.001	Transfer In	1,422,793	711,397	711,396	43,665.00	1,466,458	
				-		-	
				-		-	
				-		-	
				-		-	
				-		-	
				-		-	
				-		-	
TOTAL		1,422,793.00	711,397.00		43,665.00	1,466,458.00	
EXPENDITURES							
				-		-	
				-		-	
6001-4000-2403 6110.001	Salaries & Wages - Regular	425,059	130,770	294,289	17,523	442,582	
6001-4000-2403 6220.001	Payroll Taxes	6,986	3,510	3,476	237	7,223	
6001-4000-2403 6230.001	Pension	111,186	34,162	77,024	1,166	112,352	
6001-4000-3725 6110.001	Salaries & Wages - Regular	829,234	180,269	648,965	3,348	832,582	
6001-4000-3725 6220.001	Payroll Taxes	12,024	3,067	8,957	48	12,072	
6001-4000-3725 6230.001	Pension	223,894	47,514	176,380	(6,142)	217,752	
6001-4000-3726 6110.001	Salaries & Wages - Regular	374,504	91,835	282,669	24,024	398,528	
6001-4000-3726 6220.001	Payroll Taxes	5,431	1,550	3,881	348	5,779	
6001-4000-3726 6230.001	Pension	101,117	24,049	77,068	3,113	104,230	
				-		-	
1000-6000 6980.003	Transfer Out - Transit	1,422,793	711,397	711,396	43,665	1,466,458	
1000 3250.001	Fund Balance *			-		-	
				-		-	
TOTAL		3,512,228	1,228,123	2,284,105	87,330	3,599,558	
NET CHANGE		(2,089,435)	(516,726)	(2,284,105)	(43,665)	(2,133,100)	
JUSTIFICATION:							
*The offset of this increase in expenditure will be a reduction of fund balance at the end of FY 2027.							
APPROVALS							
Department				Date			
Budget				Date			
Authorizing Official				Date			

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 AN AMENDMENT TO LEASE AGREEMENT WITH INGERSOLL RAND INC. FOR CERTAIN PROPERTY AND IMPROVEMENTS LOCATED AT 4601 CENTRAL AVENUE, MONROE, LOUISIANA AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe entered into an Agreement of Lease dated December 9, 1966, covering approximately 40.3 acres, together with the improvements located thereon, within the Monroe Industrial Park and commonly known as 4601 Central Avenue, Monroe, Louisiana;

WHEREAS, the Lease has been amended and assigned from time to time, and Ingersoll Rand Inc. is the successor-in-interest to the lessee's interest and the current lessee under the Lease;

WHEREAS, the City of Monroe and Ingersoll Rand Inc. desire to amend the Lease to provide for the extension of the lease term, additional renewal options, rental adjustments, and certain matters relating to proposed capital improvements to the leased premises; and

WHEREAS, the City Council finds that the continued lease of the property upon the terms and conditions set forth in the Amendment to Lease Agreement is in the best interest of the City of Monroe.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal and regular session convened, that the Amendment to Lease Agreement between the City of Monroe and Ingersoll Rand Inc. affecting the property and improvements located at 4601 Central Avenue, Monroe, Louisiana, is hereby approved.

BE IT FURTHER ORDAINED that Mayor Friday Ellis, or his duly authorized designee, is hereby authorized to enter into and execute the Amendment to Lease Agreement on behalf of the City of Monroe, substantially in the form presented to the City Council, and to execute such other documents and take such actions as may be reasonably necessary to carry out the purposes of this Ordinance.

BE IT FURTHER ORDAINED that nothing contained in this Ordinance or the Amendment to Lease Agreement shall constitute an appropriation of funds or approval of any particular construction contract associated with the proposed capital improvements to the leased premises, and any expenditure, procurement, or construction contract requiring separate approval of the City Council shall remain subject to such approval and all requirements of applicable law.

This Ordinance was introduced on October 13, 2026.

Notice published on _____, 2026.

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 October 27, 2026.

CHAIRPERSON

CITY CLERK

MAYOR’S APPROVAL

MAYOR’S VETO

**STATE OF LOUISIANA
PARISH OF OUACHITA**

AMENDMENT TO LEASE AGREEMENT

BE IT KNOWN, that the City of Monroe, Louisiana ("City" or "Lessor"), appearing herein through its duly authorized representative, and Ingersoll Rand Inc. ("Tenant" or "Lessee"), appearing herein through its duly authorized representative, do hereby amend that certain Lease Agreement affecting the property and improvements located at 4601 Central Avenue, Monroe, Louisiana, and in connection therewith declare as follows:

Recitals

WHEREAS, the City of Monroe, Louisiana ("Lessor") and International Telephone and Telegraph Corporation ("ITT") entered into that certain Agreement of Lease dated December 9, 1966, covering approximately 40.3 acres together with the improvements located thereon within the Monroe Industrial Park;

WHEREAS, the leased premises are commonly known as 4601 Central Avenue, Monroe, Louisiana;

WHEREAS, the Lease was amended on January 27, 1969, April 11, 1972, March 12, 1975, October 24, 1984, and November 29, 2010;

WHEREAS, the Lease was assigned by ITT to FL Industries, Inc. on June 29, 1985, and thereafter assigned to Thomas Industries, Inc., or a subsidiary thereof, on May 10, 1988;

WHEREAS, following the assignment of the Lease to Thomas Industries, Inc., the lessee's interest under the Lease was subsequently transferred through a series of mergers, acquisitions, name changes, and other corporate transactions, and Ingersoll Rand Inc. is the successor-in-interest to Thomas Industries, Inc. and the current lessee under the Lease;

WHEREAS, the parties desire to continue the long-standing landlord-tenant relationship established under the Lease and to amend certain provisions relating to the lease term, renewal options, and rental adjustments;

WHEREAS, the City intends to undertake certain capital improvements to the leased premises, including repairs and replacement of portions of the roof system, subject to approval by the Monroe City Council, the availability and appropriation of funds, and compliance with applicable law; and

WHEREAS, the parties desire to amend the Lease upon the terms and conditions set forth herein.

Amendment

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Term; Renewal Options

Paragraph 10 of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant hereby exercises its two (2) remaining renewal options under the Lease, thereby extending the Lease through November 13, 2036. The Lease shall remain in full force and effect through November 13, 2036.

Upon expiration of the then-current term, Tenant shall have the option to renew the Lease for two (2) additional periods of five (5) years each upon the same terms and conditions contained in the Lease, as amended herein, except as otherwise provided with respect to rental adjustments.

Tenant shall exercise any renewal option by providing written notice to the City not less than six (6) months prior to expiration of the then-current term. Failure to provide timely notice shall result in the expiration of the applicable renewal option.

II. Rent

Beginning November 14, 2026, and continuing throughout the remaining term of the Lease, the annual rental shall be Fifty Thousand and No/100 Dollars (\$50,000.00), payable in equal monthly installments in accordance with the Lease.

III. Rental Adjustments

Commencing on November 14, 2031, and each five-year (5) period thereafter, the annual rent shall be adjusted to reflect cost-of-living increases based upon the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics ("Index").

For purposes of calculating such adjustments, the annual rent commencing on November 14, 2026 shall be referred to as the "Base Rent." The CPI-U in effect immediately preceding November 14, 2026, shall be referred to as the "Base Index." The CPI-U in effect immediately preceding the applicable adjustment date shall be referred to as the "Adjusted Index."

The adjusted annual rent shall be computed by multiplying the Base Rent by a fraction, the numerator of which shall be the Adjusted Index and the denominator of which shall be the Base Index, as follows:

$$\text{Adjusted rent} = \frac{\text{Adjusted Index} * \text{Rent for Base Year}}{\text{Base Index}}$$

In no event shall the annual rent be decreased because of any adjustment. The annual rent established following each adjustment shall remain in effect until the next adjustment date. In no event shall any adjustment increase the annual rent otherwise payable immediately prior to such adjustment by more than five percent (5%).

IV. Capital Improvements

A. Project

The City is undertaking a capital improvement project for the leased premises (the "Project"), consisting generally of roof repairs, roof replacement, roof coating, and such related repairs, replacements, improvements, and appurtenant work as the City determines are necessary or appropriate to preserve and maintain the facility.

The parties acknowledge that planning, design, engineering, procurement, bidding, and other Project-related activities may occur before or after execution of this Amendment. The Project shall remain subject to approval by the Monroe City Council, the availability and appropriation of public funds, compliance with the Louisiana Public Bid Law and other applicable law, and the City's determination to proceed following receipt and evaluation of bids. Nothing contained in this Amendment shall obligate the City to award a particular construction contract, complete the Project within any particular timeframe, or expend public funds except as authorized or required by law.

B. Project Coordination

Throughout the Project, the City shall afford Tenant a reasonable opportunity to provide input regarding matters affecting Tenant's operations, including the scope of work to the extent practicable, construction sequencing, scheduling, access, and other operational considerations. The City shall give good-faith consideration to Tenant's input but shall retain sole discretion over the scope of the Project and all procurement decisions required by law.

The City shall keep Tenant reasonably informed regarding significant Project developments and anticipated construction activities affecting the leased premises. The City shall require, to the extent reasonably practicable, that construction activities be coordinated with Tenant's operations so as to minimize unnecessary disruption to Tenant's use and occupancy of the leased premises.

Tenant shall provide the City, its consultants, and contractors with reasonable access to the leased premises as necessary to perform the Project, and the parties shall cooperate in good faith throughout the Project to facilitate completion of the work while reasonably accommodating Tenant's ongoing operations.

V. Ratification

Except as expressly amended by this Amendment, the Lease dated December 9, 1966, together with all prior amendments, assignments, renewals, and modifications thereof, shall remain in full force and effect according to their respective terms and are hereby ratified and confirmed in all respects.

To the extent any provision of the Lease conflicts with this Amendment, the provisions of this Amendment shall govern and control.

THUS DONE AND SIGNED in the presence of the undersigned witnesses and me, Notary Public, in the City of Monroe, Louisiana, on this _____ day of August, 2026.

WITNESSES: **CITY OF MONROE**

BY: _____
FRIDAY ELLIS, MAYOR

THUS DONE AND SIGNED in the presence of the undersigned witnesses and me, Notary Public, in _____, on this _____ day of August, 2026.

WITNESSES: **INGERSOLL RAND, INC.**

BY: _____

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 AMENDING SECTION 37-130(a)(5) OF THE CITY OF MONROE CODE OF ORDINANCES TO PROVIDE FOR SUPPLEMENTAL NOTICE TO CERTAIN PERSONS WHEN A MATTER CONSIDERED BY CERTAIN CITY BOARD OR COMMISSION IS SUBMITTED TO THE CITY COUNCIL FOR FURTHER CONSIDERATION, FINAL ACTION, OR REVIEW; AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 37-130 of the City of Monroe Code establishes procedures for applications and matters considered by City boards and commissions, including requirements for public notice and public hearings;

WHEREAS, Section 37-130(a)(5) presently requires written notice of certain public hearings to the owner of record of the subject property and adjacent property owners;

WHEREAS, certain matters considered by the Planning Commission, Board of Adjustment, or Heritage Preservation Commission may thereafter be submitted to the City Council for further consideration, final action, or review;

WHEREAS, the City Council desires to provide supplemental notice to persons who received written notice of the hearing before the applicable board or commission that the matter will thereafter be considered by the City Council;

WHEREAS, because the date on which a matter will appear on a City Council agenda may not be known at the time the action or filing giving rise to City Council consideration occurs, the City Council desires that such supplemental notice not depend upon the availability of a specific City Council meeting date; and

WHEREAS, the City Council further desires that the supplemental notice requirements established herein not delay consideration of a matter or alter any period within which the City Council is otherwise required to act under this Code or applicable law.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Section 37-130(a)(5) of the Code of Ordinances of Monroe, Louisiana, is hereby amended by adding subsection f., to read as follows:

Sec. 37-130. Procedures

(a) Common review procedures.

(5) Public notice and hearings.

f. Supplemental notice of City Council consideration

1. Whenever a matter considered by a board or commission subject to the notice requirements of this subsection is required or permitted to be submitted to the city council for further consideration, final action, or review on appeal, the planning and zoning director or his/her designee shall, within five (5) business days after the action or filing that causes the matter to be submitted to the city council, cause written notice to be mailed to the applicant and the persons

to whom written notice of the hearing before the applicable board or commission was required to be mailed pursuant to this subsection.

2. The notice shall advise the recipient of the action taken by the applicable board or commission and that the matter has been or will be submitted to the city council for further consideration, final action, or review. If the date, time, and place of the city council meeting at which the matter will be considered are known at the time the notice is prepared, the notice shall include that information. If such information is not then known, the notice shall advise the recipient how information concerning the city council meeting may be obtained once the matter has been placed on a city council agenda.
3. The notice required by this subsection is supplemental to any public notice or public hearing notice otherwise required by this Code or applicable law. Failure to provide supplemental notice within the time provided by this subsection shall not require postponement of city council consideration or action, extend or modify any period within which the city council is required to act, or invalidate any action otherwise lawfully taken by the city council.

BE IT FURTHER ORDAINED that all other paragraphs, subsections, subparagraphs, clauses, phrases, and words of Section 37-130 not specifically amended by this Ordinance shall remain unchanged and in full force and effect.

BE IT FURTHER ORDAINED that if any provision of this Ordinance is found invalid, the remaining provisions shall remain in full force and effect.

This Ordinance was introduced on October 13, 2026.

Notice published on _____, 2026.

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 October 27, 2026.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO