

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – NOVEMBER 14, 2023, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MS. WOODS:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 24, 2023:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 105 Malvern St. (D4) (Curator; Owner – Patricia Bell Cloman)
2. 901 South 19th St. (D3) (Curator; Owner – Gertrude Johnson)
3. 906 South 20th St. (D3) (Curator; Owners – Willie and Edna Rankin)
4. 3311 Richmond St. (D4) (Curator; Owners – Michael David Pittman, Elizabeth Grace Pittman Johnson, Angela Christine Pittman, Maude Lee Lenard Pittman, Cropprue rental Properties, LLC, Tchailleh Jones)

VII: ACCEPTANCE OR REJECTION OF BIDS:
(Public Comment)

- (a) Adopt a Resolution accepting the base bid of Amethyst Construction, Inc., in the amount of \$1,079,545.60, for the North 6th Street Improvements Project and authorizing a city representative to enter into and execute a contract for said work.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

- (a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for the Unchosen Ones: Portraits of an

American Pastoral by RJ Kern, at the Masur Museum of Art) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution authorizing the naming of the Harvey H. Benoit Community Center Playground in the City of Monroe, Louisiana, as the Sister Margaret Ann Sanders-Jackson Playground and further providing with respect thereto. (Dawson)

2. Department of Administration:

(a) Consider an Application by Zhong Ying You and Dong Dong Lan dba Ronin Steakhouse and Sushi House, 4681 Pecanland Mall Dr., Monroe LA 71203 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupancy Cleared)

(b) Consider twenty-five (25) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider twenty-two (22) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider three (3) Renewal Applications for a New 2024 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

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

(f) Consider two (2) Renewal Application for a New 2024 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(g) Consider two (2) Renewal Applications for a New 2024 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to execute a Professional Services Agreement with Mid City Redevelopment Alliance, Inc. and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Consider request from the Water Treatment Plant Division for authorization for an authorized City representative to advertise for bids for the purchase of a Ford F-450 Flatbed Truck. The estimated cost of the truck is \$70,00.00. The source of funds is Water Capital Funds.

(b) Adopt a Resolution authorizing Mayor Friday Ellis to accept a Community Air Service Development Grant from the United States Department of Transportation and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to enter into a Cooperative Endeavor Agreement between the City of Monroe and the Louisiana Department of Transportation and Development for the East Street & Parkview Drive Sidewalks Project (H.015200) and further providing with respect thereto.

(b) Adopt a Resolution authorizing a designated city representative to enter into an Agreement for Professional Services with Inspections Unlimited, L.L.C. to provide Certified Building Official (CBO) Inspections Services for the Inspections Division and further providing with respect thereto.

(c) Adopt a Resolution authorizing Mayor Friday Ellis to enter into a Cooperative Agreement between the City of Monroe and the Office of Facility Planning and Control for the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction Project and further providing with respect thereto.

(d) Adopt a Resolution authorizing a designated city representative to execute Change Order No. Two (2) for the Saul Adler Recreation Center Parking Lot Improvements Project adding ninety-eight (98) calendar days to the contract time and further providing with respect thereto.

(e) Adopt a Resolution authorizing a designated city representative to execute Task Order No. 15 with CSRS to provide Engineering and other Professional Services related to the DeSiard Street Improvements (S. Grand St. to N. 6th St.) project on behalf of DEDD and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

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

(b) Introduce an Ordinance amending and reenacting Section 4-15 of the City of Monroe Code relating to Alcohol License Fees for new businesses and further providing with respect thereto. (Admin.)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance revoking a portion of Adams Street from North 14th Street to North 18th Street and further providing with respect thereto - Applicant – James Machine Works – (PUD/P&Z) (This item was passed over at the last meeting.)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance prohibiting parking of commercial vehicles and construction equipment in residential areas and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
October 24, 2023
6:00 p.m.

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

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

There was absent: None.

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

The Invocation was led by Mr. Arthur Hollins.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Ms. Woods said good evening to everyone, and she gave her condolences to the Wilson family that lost a 14-year-old on Saturday evening. She said her heart is heavy, and she said she had the opportunity to speak to Ms. Wilson who is in good spirits. She stated no mother is in a good place when losing their 14-year-old son. She asked everyone to keep the family lifted in prayer and to just know the City of Monroe has a serious issue that needs to be dealt with. She stated to many young people are being killed for whatever the reasons are, and it is something that has to be dealt with as a city. She further stated she would like to acknowledge the Gholston family and the young lady (Ms. Evandia Gholston) was celebrating her 15 year class reunion at Carroll High School and she was also a victim. She noted it is a sad day in our city when we have to deal with this but in the spirit of Carroll High School 70th Homecoming it was a beautiful celebration. She further noted the incidents were something totally separate from the Homecoming celebration. She said these are the things the City has to be mindful of and she has had conversations with Chief Victor Zordan, Chief of Police, about a community meeting in the Booker T. area that will be coming very soon. On another note, she said there are a lot of dark spaces that are continuing to persist in our district, and you will see yellow ribbons everywhere and they are asking energy to get out there and make it right. She said for the City to work towards mitigation of getting rid of some of the crime in our community. Ms. Woods presented to the City of Monroe the Carroll High School Homecoming Queen, and her Royal Court and gave a special presentation. She said this is a group of beautiful young ladies who have done an extremely good job and are well deserved for this particular presentation. Dr. Monohn Prud'homme announced the names of the Carroll High School Queen and her royal court. Miss Carroll Tayler Epting, Miss Football Sweetheart Za'Kayla Williams, Miss Senior Mahogany Billups, Miss Senior Maid Katelyn Harris, Miss Sophomore XoeY Sule', Miss Sophomore Maid Laila Robinson, Miss Freshman Joy Higgins, Miss Freshman Maid Brooklyn Griffin, Miss Carroll Spirit Fantasia Standberry, and Miss Blue Ma'Kayla Gaddis.

(Mr. Harvey arrives to City Council meeting at 6:06 p.m.)

Mr. Marshall thanked everyone for coming out to the City Council meeting. He expressed his condolences to the Wilson family, and he said this situation is something that has been plaguing the City for a while. He said a lot of people look at it as just current situations, but this has been a cycle for generations. He said he has been in the mist of it as a child and some of the same situations are happening. He stated there have been meetings with community leaders to discuss what can be done and he has pondered over the years what the City can do. He noted the City have a lot of conversations but it's a holistic approach. He said the City has to look at the family dynamics, educational dynamics, and living arrangements all the way up to the administration and it is a continuous effort. He said when things flare up we get a little engaged and then when it dies down we pull back and focus on other things. He said the City can't pull back it has to be a continuous effort to make sure we are creating opportunities, providing resources, and counseling families and children. He said it is going to die down and a few years later it is going to happen again. He said when he was coming up, the City had a drug problem, and it was chaos everywhere. He stated it really doesn't matter if it is a one parent home, it's a little harder struggle but there are a lot of different dynamics. He further stated we don't know what is going on with those kids and what they are dealing with. He said he had a situation a couple weeks

ago, at the store some of the kids he coach was trying to steal some chips. He said the guy was about to call the police, but he told him he would take care of it. He said he took them somewhere to talk to them and the smallest one in the group, 13-years-old, pants were sagging, and he assumed he had the chips anyway, but it was a 9millimeter. He said he asked him why he was toting the gun, and he said he has to protect himself. He stated what do you have to protect yourself from at 13-years-old and He said these are the questions the City have to ask these kids because we do not know what they are dealing with. He said a lot of them are out there fending for themselves. He said it hurts every time someone falls victim to gun violence or any type of violence. He further stated it takes us all working together to get it right and that is the only way it is going to happen. He said we can agree to disagree on somethings and the City have a lot of organizations doing great things, but we have to support them. He said when the City provides something for the kids to do there is no support. He said it is a holistic approach and everybody has to be involved and we are trying to do what we can do to change things. He noted it takes a village and we have to be able to step back and allow someone else to pick up where we are weak. He said everyone have strengths and weaknesses and don't be afraid to sit down and have conversations that will better the community, if that is what it takes. He said regardless of our differences the City will continue to do whatever we can, and he will continue to work with the community, administration, and the Council whatever they have to do to better the situations for our communities. On another note, he said it was in the Monroe Dispatch that there have been some concerns with the levee and those who own property. He said years ago the Levee District purchased a right of way for the levee those that purchased property weren't aware of how much land the Levee District has a right of way too. He said some areas go up to the house if not into the house and the integrity of the levee is very important to the Army Corp of Engineers and the Levee District. He said it is a situation where if something happens to the levee it is possible you could be asked to remove part of the stuff on your property or the whole structure. He said a long the levee a lot of things have been built, some up to the slope of the levee and some in the slope of the levee. He said within the next couple of years there is going to be an inspection by the Army Corp of Engineers and if anyone is deemed unacceptable they could fail the levee inspection. He said a number of things can happen such as insurance rates may skyrocket, and people can lose their homes. He noted they are working with Administration, Army Corp of Engineers, and Tensas Basin Levee District to see how the City can work with the federal government and the property owners to see what can be done. He further noted if you need any more information reach out to Mr. Brandon Waggoner, Executive Director, Tensas Basin Levee District. He said they will have a couple more community meetings to address this matter to make sure everyone is aware of what is going on because the City does not know what can happen in the next couple of years.

(Ms. Woods leaves the City Council meeting at 6:18 p.m.)

Mrs. Dawson said good evening and thanked everyone for attending the City Council meeting. She expressed her condolences to the families that lost someone over the weekend and a special get well prayer to those who were injured. She said she is dittoing everything Councilman Marshall said and it does take a village. She thanked the City's village because it is a lot dealing with young people, troubled teens, and youth that are diagnosed with metal health issues. She thanked the educators that deal with them on a regular basis and for noticing things, reporting things, and being able to get them tested for needs they may have that they are not getting. She thanked the City of Monroe law enforcement for protecting and serving the youth as well as the community they are in. She said a lot of officers she know help and they have youth mentoring programs, and they are teaching the youth what the word of God says. She said it is going to continue to take a lot to get the City where it needs to be as far as crime is concerned, but we do not want to give up on our children because there is always hope. On another note, she said there are a couple of events and a fall festival taking place at the First Missionary Baptist Church on Saturday October 28, 2023, 6 p.m. until 8 p.m. at 507 Swayze Street. She said there are some events for Halloween fun that the City of Monroe and community centers are providing on Tuesday October 31, 2023, at Marbles Recreation Center 2 p.m. until 5 p.m., Johnson Community Trunk or Treat from 6 p.m. until 8pm, Saul Alder Sugar Rush from 4:30 p.m. until 7 p.m., and Powell Street Community Fall Festival from 4 p.m. until 6 p.m. She said this is another way the City is trying to provide a safe environment for the kids. She noted on October 28, 2023, at Emily P. Robinson Recreation Center by Nash in a Dash will have games and treats for young people in that area or if you just want to stop by and bring them. She further noted save the date, Saturday, November 19, 2023, at 5 p.m. more of "Secrets in the City" a stage

production by Mr. Donterrio Anderson at the Monroe Civic Center and tickets for VIP are \$40, general admission \$25, or at the door the day of the show \$30. She said this is an encore performance and if you are a business owner, elected official, church or just want to put an ad you have that option as well. She stated Carolyn's Dance Land presents Annie on Thursday October 26, 2023, there will be a 9 o'clock show for the schools and special groups and a 7 o'clock public show. She further stated these are some of the events the City's young people are involved in and to support. She said the Monroe City Academy League (MCAL) games will be Saturday at 8 a.m. at the Carroll High School fields.

Mr. Harvey had no communications.

Mrs. Dawson had further comments and she stated if you live in District 5, and you know a family that needs a turkey for Thanksgiving please inbox or email her their name, address, and phone number. She said they will need to have transportation to pick up their turkey.

Mayor Friday Ellis expressed his condolences to the Wilson family and all who were injured in Saturday night's event. He stated like most, it's hard to read about this event without being angered and sadden at the same time because the City have people that live among us that think it is okay to walk up to a crowd and open fire. He said he thinks it weighs heavy on all of us and communities are angry as well. He further stated it saddens him because he does have a 14-year-old at home, and he knows the conversations they have about plans for his future. He said he cannot wrap his head around this senseless act of cowardice and the sadness the family must be feeling right now. He noted the City will work to see that justice is served and he will continue to work with the City Council to support them in any way. He said he would plead to anybody, if you value your community and human life, and you have any information, speak up. He noted this is also an interesting Council meeting because the City gets to honor heroes in the community who give life and add value to their community. He further noted Mr. Antoine Washington has shown the same bravery that grown men that wear a shiny badge and have been through tons of training. He said it is with great pleasure he gets to express his up most admiration and gratitude for the extraordinary courage and heroism displayed by a remarkable 12-year-old youth in our community. He said Mr. Antoine Washington demonstrated unwavering bravery and quick thinking during a recent crisis. He stated on October 21, 2023, the community experienced a terrifying ordeal when a fire broke out in a neighboring resident. He further stated in the midst of crisis and fear Mr. Washington demonstrated exceptional bravery and acted as a beacon of hope, rushed to the scene alerting the occupant, by opening the front door providing light through the intense smoke to show a path of escape for the homeowner. He said his actions and ability to stay calm under pressure prove invaluable in preventing a potential tragedy. He said his actions not only saved a life but also exemplified the true spirit of community and selflessness. He presented Mr. Washington with a Mayoral Letter of Accommodation from the Mayor of Monroe and on behalf of the City Council and citizens. He stated Mr. Washington is a hero and the community is truly fortunate to have him among us.

Chief Terry Williams, Fire Chief, stated the Monroe Fire Department (MFD) spoke with the gentlemen that was in the house and he stated he smelled smoke, but he was overcome by the smoke. He said he fell to the floor when he attempted to escape but he couldn't, because he was disoriented. He said Mr. Washington opened the door and the gentlemen saw the light to make his way out of the house. He said if Mr. Washington had not opened that door the gentlemen would have probably collapsed and died before MFD made it. Chief Williams presented Mr. Washington with a Life Saving Award for recognition of the lifesaving actions at the house fire on October 1, 2023, in Monroe, LA. He also presented Mr. Washington with a coin that he gives to all his firefighters that do an outstanding job.

Mayor Ellis presented a Letter of Accommodation to Captain Richie Redding, Driver Gary Thomas, and Firefighter Austin Orcino for their commendable service to the Monroe Fire Department and the citizens of Monroe. He said on October 3, 2023, Monroe Fire personnel were dispatched to at fire at 1709 Laymen Street in Monroe, LA. He said crew members were clearing a previous EMS call and they were only a few blocks away; they immediately responded to the scene to notify responding units of the situation. He said upon arrival a resident advise her father was still inside the home and these men made rapid entry into the hazardous conditions and rescued the man from inside his resident. He said on behalf of the citizens of Monroe, LA commended the crew for providing professionalism and integrity that has always been synonymous with the Monroe Fire Department.

Chief Williams said the crew had just responded to an EMS call and when the house fire call came in, they didn't hesitate to respond. He said the crew had responded to this resident before and they knew where the resident's bed was exactly. He presented Captain Richie Redding, Driver Gary Thomas, and Firefighter Austin Orcino with a Life Saving Medal.

Mayor Ellis had further announcements and he said the City recently wrapped up a real estate meeting that is hosted biannually. He said realtors are some of the first people to understand who is coming into the City and why people are leaving. He said it is important to talk about the environment and the projects the City have that may be able to help with development. He noted the City had the groundbreaking for Phase 1 of the swamp project at the Louisiana Purchase Gardens and Zoo. He thanked Michael Thompson, Mr. Lonnie Hudson, the Convention and Visitor Bureau (CVB), and Councilwoman Dawson for being champions of this project. He stated today the City cut ribbon on Young's Bayou, Phase 1, the first of two retention ponds that will be able to hold water for flash flooding. He said it is coupled with multiple other flooding projects such as the Young's Bayou, Phase 1, canal cleanout which is paired with the Atakapa drain cleaning services. He further stated Atakapa is coming to clean out and mapping all the City underground drainage and everything that lurked under the roads and communities is what they are cleaning out. He said all this is to help the City build and regain capacity in the City lines. He thanked the Council for approving the project because it is a very aggressive plan to clean out every single catch basin and drainage line within the City in the next six years. He said regardless of the community we all have flood issues, and this will create some immediate relief with those projects.

Mrs. Ezernack congratulated everyone for what they did for the community, and she said it is wonderful to hear those great things. She extended her condolences to the Wilson family and blessings to those who were injured and suffering from the terrible loss. She said the City has spoken about and it is just something the City needs to continue to work on. She said it will take all of us to make a difference in our community and this is to important to let it drop at all.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey the minutes of the Legal and Regular Session of October 10, 2023, were unanimously approved. (There were no public comments.)

PROPOSED CONDEMNATIONS:

The following condemnation was removed:

(1) (508 S. 1st St. (D4) (Owners – Benny Ray Sims) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved to remove this item from the agenda. (There were no public comments.)

The following condemnation was considered:

(2) 105 Groves Ave. (D4) (Owners – Larry Dwayne Reynolds) Notice to show cause was served. Photographic evidence was presented. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner was given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. Tommy James, Code Enforcement Officer, stated this is an unsafe open dilapidated structure and a tree fell through the middle of it. They are asking the property to be condemned and forward to Public Works for demolition.

Mr. Marshall wanted to know if Mr. Reynolds had a statement.

Mr. Reynolds said he was trying to see if the City can help him get it done.

Mr. Marshall wanted to know if Mr. James and Mr. Reynolds have had any conversations.

Mr. James said no, he hasn't spoken with Mr. Reynolds, and he said he was hoping he was present to decide how much time he wanted. He said he was going to ask the Council for 30 days but since Mr. Reynolds is present, they can do 60 days.

Mr. Marshall wanted to know if this was something Mr. Reynolds was planning to do himself.

Mr. Reynolds said no, he wanted the City to do it.

Mr. James asked the Council to give Mr. Reynolds 30 days.

Mr. Marshall condemned the property, giving the owner 30 days to bring the structure up to code or remove the structure and any obnoxious growth further providing with respect thereto.

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8610 accepting the Base and Alternates No. 1 & 2 Bid of Grindstone Construction in the amount of \$5,785,000.00 for the replacement of Forsythe Tennis Facilities Improvements Project, and further authorizing an authorized city representative, to enter into and execute a contract for said work. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Mayor's Office:

Upon motion Mr. Marshall, seconded by Mrs. Dawson and unanimously approved Resolution No. 8611 approving and authorizing a Cooperative Endeavor Agreement with the Ouachita African American Historical Society/Northeast Louisiana Delta African American Heritage Museum and further providing with respect thereto. (There were no public comments.)

Upon motion Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8612 approving and authorizing a Cooperative Endeavor Agreement with Friends of Chennault Aviation and Military Museum and further providing with respect thereto. (There were no public comments.)

Department of Public Works:

Upon motion Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8613 authorizing the City of Monroe to apply for fy 2024 Section 5339 Funds for buses and bus facilities and further providing with respect thereto.

Mr. Eugene Payne, 1705 Reed Street, wanted to know what 5339 funds means.

Mr. Marc Keenan, General Manager, said the federal government have different classes of funds and sections. He said typically transit receives 5307 funds for operating and 5339 funds for buses or facilities.

Mr. Payne wanted to know what the City is asking for.

Mr. Keenan stated the City is asking permission to apply for the funds that the Department of Transportation has available. He further stated the City plans to apply for an electric bus.

Mr. Payne wanted to know if this Resolution has been passed before.

Mrs. Ezernack stated this item is new.

Mr. Harvey stated the City applies for grants and funding mechanisms and this is another one the City is applying for, and those resolutions have to come before the Council.

Mr. Brandon Creekbaum, City Attorney, said this is a new grant for the fiscal year 2024.

Mrs. Ezernack noted this is an application for a grant that the City has not received yet and this is just authorization to apply for it.

Mr. Creekbaum said if the grant returns it comes back to the Council for acceptance.

Mr. Payne said he has mentioned transparency to the public and these kind of proposals are kind of dim, and the public doesn't know about them. He said on occasions he has personally mentioned being a taxpayer, property owner, a resident of District 5 and his trust for the management of the Transit system. He said not one councilmember has asked what does this taxpayer have against the managing people. He noted he is a resident of District 5, and his representative hasn't said anything.

Mrs. Dawson stated the Council doesn't deal with personal issues.

Mr. Harvey stated he believes Mr. Payne has been apparent on how he feels about Transit management.

Mr. Payne said his deal is transparency and if the City is going to deal with this kind of money the public should know what the money is going for.

Mrs. Ezernack reiterated the City is applying for the money and hasn't received the money yet and the money will be for purchasing an electric bus as mentioned. She said it has to come back to the Council once they get notice that the City has received the funds and that is when the transparency will appear. She said right now this is an application for those funds and those are grant funds that will not need to be paid back. She said she wouldn't expect that Mr. Payne would want the City to refuse to take grant funds. She said that is money taxpayers do not have to pay when it comes to buses when it is a grant from the federal government.

Mr. Payne stated the taxpayers pay all of that.

Mrs. Ezernack stated she is talking about local taxpayers.

Mr. Payne stated 80% federal and 20% local, and he said his issue is he just doesn't trust.

Mrs. Ezernack stated she was sorry, but the Council does have that trust factor for these funds. She said this is not the venue to say why you don't and if it is a personnel matter or something of that nature the Council is not involved.

Mr. Payne said the public won't hear what has to be said about these issues in a private session and he wants the public to know.

Police Department:

Upon motion Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8614 authorizing the Donation of one (1) Monroe Police Department Unit, specifically, Unit #2499 – 2011 Crown Vic, White 4door, Vin – 2fabp7bv5bx103575 (*mileage 115,355) – to the Town of Clarksville, La, and further providing with respect thereto.

Upon motion Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8615 authorizing the Donation of one (1) Monroe Police Department Unit, specifically, Unit #2525 – 2014 Dodge Charger, 4d Blue, Vin-2c3cdxat1eh173150, (*mileage 146,189) – to the Town of Rayville, La, and further providing with respect thereto. (There were no public comments.)

Engineering Services:

Upon motion Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8616 accepting as substantially complete work done by Grindstone Construction, LLC for the Office of Motor Vehicles Wall Damage Repairs Project and further providing with respect thereto. (There were no public comments.)

Upon motion Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8617 authorizing a designated city representative to execute Change Order No. one (1) for the Benoit Recreation Center Parking Lot Improvements Project to add 110 calendar days to contract time and further providing with respect thereto. (There were no public comments.)

Upon motion Mr. Marshall, seconded by Mr. Harvey and unanimously approved Resolution No. 8618 authorizing a designated city representative to execute Change Order No. Eleven (11) for the Water Treatment Plant Renovation and Expansion Project for an increase in the contract amount of \$7,892.62 and to add 21 calendar days to contract time and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to introduce an Ordinance prohibiting parking of commercial vehicles and construction equipment in residential areas and further providing with respect thereto. (Legal)

Mr. Verbon Muhammad, 203 Marx Street, said he thinks this is very necessary because the City has a lot of 18 wheelers in the community. He wanted to know how this ordinance will be enforced.

Mr. Brandon Creekbaum, City Attorney, said there are two enforcement mechanisms in this particular ordinance, first the City has a normal parking citation which will be enforced by the parking officers by the Monroe Police Department, and it also allows for enforcement as a nuisance by the Code Enforcement division. He said if there is a habitual offender, one that

maybe isn't getting the message from parking citations then it can be elevated to the administrative system which is a potential lien on properties and daily fines.

Mr. Muhammad wanted to know if people who park 18 wheelers at their home will be penalize as well and how did this ordinance come about.

Mr. Harvey noted it came out from getting feedback about 18 wheelers in the community and different pieces of large commercial equipment creating blind spots for people leaving their driveway. He further noted large commercial equipment finding its way into residential areas which is not the intent of the zoning. He said he has heard from his constituents and Mr. Muhammad has talked about this before and with the help of the Legal Department is how the City arrived at this ordinance.

Mayor Ellis said he thinks this is just giving the City a mechanism to which the City can start enforcing this more aggressively, especially with habitual offenders.

Mr. Harvey stated residents were trying to talk to other residents and trying to get stuff moved but not having any mechanism to support the people in the community. He further stated it is not something where the City is trying to be aggressively punitive, but it gives the City an opportunity to deal with nuisance.

Mr. Marshall wanted to know if this ordinance will affect those who have somewhere to park their vehicle even if they are in the community.

Mr. Creekbaum stated for people who have a covered area and somewhere they are parking, such as a backyard shop or something, obviously that is not going to be visible equipment for someone to site as a nuisance. He further stated this will cover people that are parking on roadways, at the end of driveways where people can't back out, or putting dozers right next to the roadway when there is no active work going on.

Mrs. Ezernack said she wouldn't expect there to be people zooming around town looking for people to cite for that particular thing and it's probably going to come with Code Enforcement complaints and things of that nature. She said it will keep neighbors from having to talk to each other about something like that.

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

Upon motion Mr. Marshall, seconded by Mr. Harvey and unanimously approved to Passover item (a) Ordinance revoking 60' wide by 1,195' long portion of Adams Street from North 14th Street to North 18th Street and further providing with respect thereto – Applicant – James Machine Works – (PUD/P&Z) until the November 14, 2023, City Council meeting. (There were no public comments.)

Mrs. Ezernack said she is understanding the applicant is required to submit a plat and that will not be ready from the surveyor until the end of the month.

The Chairman opened the Public Hearing.

Upon motion Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Ordinance No. 12,200 amending the Schedule of General Fees and Charges for certain Monroe Recreational Facilities, redesignating Aerobic as Instructor Led Programs, increasing the maximum allowable fee, and further providing with respect thereto. (There were no public comments.)

Ms. Patience Talley, Director of Community Centers and Programs, wanted to know if the Council had any questions about this ordinance.

Mrs. Ezernack said the main question she heard is this is the maximum and there is room for other charges depending on the instructor led program.

Ms. Talley said yes, that is correct.

Mr. Harvey thanked Ms. Talley for putting this ordinance together as part of enhancing and improving the City community centers.

The Chairman closed the hearing seeing no one come forward.

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.

Upon motion Mr. Marshall, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,201 to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant – Carman LLC – (Eng/P&Z) (There were no public comments.)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.

Upon motion Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Ordinance No. 12,202 authorizing the City of Monroe to take corporeal possession of the property described below and sell to Parks Pallets, LLC, all rights, title, and interest that the City may have acquired to the Lot 1, Square 3, Arent's resub, Jack Thompson Tract Addition, Ouachita Parish, 2633 DeSiard St., District 3, Monroe, La, by adjudication at Tax Sale dated July 1, 2011, and further with respect thereto. (Legal) (There were no public comments.)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.

Upon motion Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8619 endorsing Third Floor Properties renewal application for participation in the benefits of the Louisiana Restoration Tax Abatement Program for Project #20161898-RTA and further providing with respect thereto. (Legal) (There were no public comments.)

The Chairman opened the Public Hearing.

Upon motion Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8620 endorsing Hall DOWNTOWN LLC's renewal application for participation in the benefits of the Louisiana Restoration Tax Abatement Program for Project #20141093-RTA and further providing with respect thereto. (Legal)

Mr. Wayne Williamson said he is happy to provide the Children's Coalition with a wonderful place and he has given them free range to fix it like they want too. He said they bought additional lots for them to plan anything, and he thinks it is a wonderful program.

The Chairman closed the hearing seeing no one come forward.

Citizen's Participation:

(1) Mr. Lester Paster, South Pointe Drive, said on March 14,2023, he had the Order of Court of Appeal passed out to Mayor Friday Ellis and the Monroe City Council. He said new proceedings have not taken place. He said Mr. Pierre is the City Attorney hired by Mayor Ellis and he said Mayor Ellis has a responsibility to ask Mr. Pierre why this order was not carried out. He stated if Mr. Pierre could not explain that to Mayor Ellis it is the responsibility of the Mayor to get rid of Mr. Pierre and hire a City Attorney that will carry out the order. He further stated if the Mayor will not do that it is the duty of the City Council. He said the Order of Court of Appeal is the rule of law and the rule of law is supposed to be lifted above politics and every powerful person. He said he is humbly asking the Mayor and the City Council see to it that this Order of Court of Appeal is carried out.

There being no further business to come before the council, the meeting was adjourned at 7:07 p.m., upon motion of Mr. Harvey and it was seconded by Mr. Marshall.

Mrs. Gretchen Ezerneck
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary



MEMO

DATE: NOVEMBER 7, 2023
TO: CAROLUS RILEY
FROM: MALLORY WALTERS
RE: CONDEMNATIONS FOR CITY COUNCIL ON NOVEMBER 14, 2023

Please place the following condemnations on the agenda for the City Council on November 14, 2023.

1. 105 Malvern St. (D4) (Curator; Owner – Patricia Bell Cloman)
2. 901 South 19th St. (D3) (Curator; Owner – Gertrude Johnson)
3. 906 South 20th St. (D3) (Curator; Owners – Willie and Edna Rankin)
4. 3311 Richmond St. (D4) (Curator; Owners – Michael David Pittman, Elizabeth Grace Pittman Johnson, Angela Christine Pittman, Maude Lee Lenard Pittman, Cropprue rental Properties, LLC, Tchailleh Jones)

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF AMETHYST CONSTRUCTION, INC., IN THE AMOUNT OF \$1,079,545.60, FOR THE NORTH 6TH STREET IMPROVEMENTS PROJECT AND AUTHORIZING A CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the North 6th Street Improvements Project and Amethyst Construction, Inc. was the lowest responsible and responsive bidder.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of Amethyst Construction, Inc. in the amount of \$1,079,545.60 for the North 6th Street Improvements 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 an authorized city representative be and is authorized and empowered to execute a contract with Amethyst Construction, Inc., on behalf of the City of Monroe for said services.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON



**LAZENBY
& ASSOCIATES, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS

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

October 19, 2023

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

RE: Award Recommendation & Bid Tabulation
North 6th Street
Ouachita Parish, Louisiana
L & A, Inc. Project No. 21E057.17 (003)

Dear Mr. McCallister:

Bids were received until 1:45 P.M. and opened at 2:00 P.M. on October 19, 2023, at the Purchasing Division office. Three (3) bids were received by your personnel. The total base bids are summarized as follows:

1. Amethyst Construction, Inc. – Total Base Bid of \$1,079,545.60
2. D&J Construction Company, LLC – Total Base Bid of \$1,225,596.00
3. Bentz Construction Group, LLC – Total Base Bid of \$1,266,051.81

The bids came in higher than the engineer's estimate of \$928,009.92. Although they are higher than the estimate, I recommend that the project be awarded to Amethyst Construction, Inc. I have attached the Bid Tabulation for the project for your files.

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

Copy: Curt Kelly, Director of Purchasing, City of Monroe (w/ enclosure)
Lori Reneau, Project Administration Specialist, City of Monroe (w/ enclosure)
Arthur Holland, Project Manager, City of Monroe (w/ enclosure)

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORNHILL, P.E. • KEVIN E. CROSSBY, P.E., P.L.S.
J. RYAN SPILLERS, P.E. • RANDY G. HAMMONS, P.E. • JOSEFUA D. HAYS, P.E. • RONALD J. RIGGS, P.E., P.L.S.
JAMES S. ELLINGBERG, P.E. • HAGAN H. LAWRENCE, P.E. • NATHAN D. HULL, P.E.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR AN EXHIBITION RECEPTION AND TALK FOR THE UNCHOSEN ONES: PORTRAITS OF AN AMERICAN PASTORAL BY RJ KERN, AT THE MASUR MUSEUM OF ART) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "An Exhibition Reception and talk for The Unchosen Ones: Portraits of an American Pastoral by RJ Kern" to be held at the Masur Museum and on the grounds as well, Thursday, November 16, 2023 from 5:30pm until 7:30p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "An Exhibition Reception and talk for The Unchosen Ones: Portraits of an American Pastoral by RJ Kern" to be held at the Masur Museum and on the grounds as well, Thursday, November 16, 2023 from 5:30pm until 7:30p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2023.

CITY CLERK

CHAIRMAN

masurmuseum

Twin City Art Foundation

October 18, 2023

Board of Trustees

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

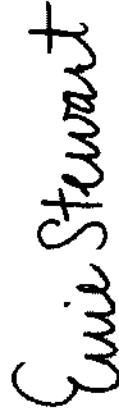
Brad Arender
Douglas Breckemidge
Leigh Buffington
Brooke Cassidy
Judge Aisha Clark
Drek Davis
Jay Davis
Gretchen Masur Dean
K'Shana Hall
Saran Hoffman
Gregory Hudgins
Sara Holley
Carrick Inabnett
Sarah Jarrett
Kay La-France Knight
Quilwanti Lewis
Kara Platt
Roxanne Santos
Pashen Sims
Cheryl Sutton
Cliff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

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, an exhibition reception and talk for *The Unchosen Ones: Portraits of an American Pastoral* by RJ Kern, at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The reception is scheduled to be held on Thursday, November 16, 2023, from 5:30 pm until 7:30 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum, though people may walk around the grounds with their beverages. Please let me know if you need any additional information and thank you.

Best Regards,



TCAF is a 501(c)(3)

arts organization.

Evelyn Stewart, Director, Masur Museum of Art

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





CITY OF MONROE



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

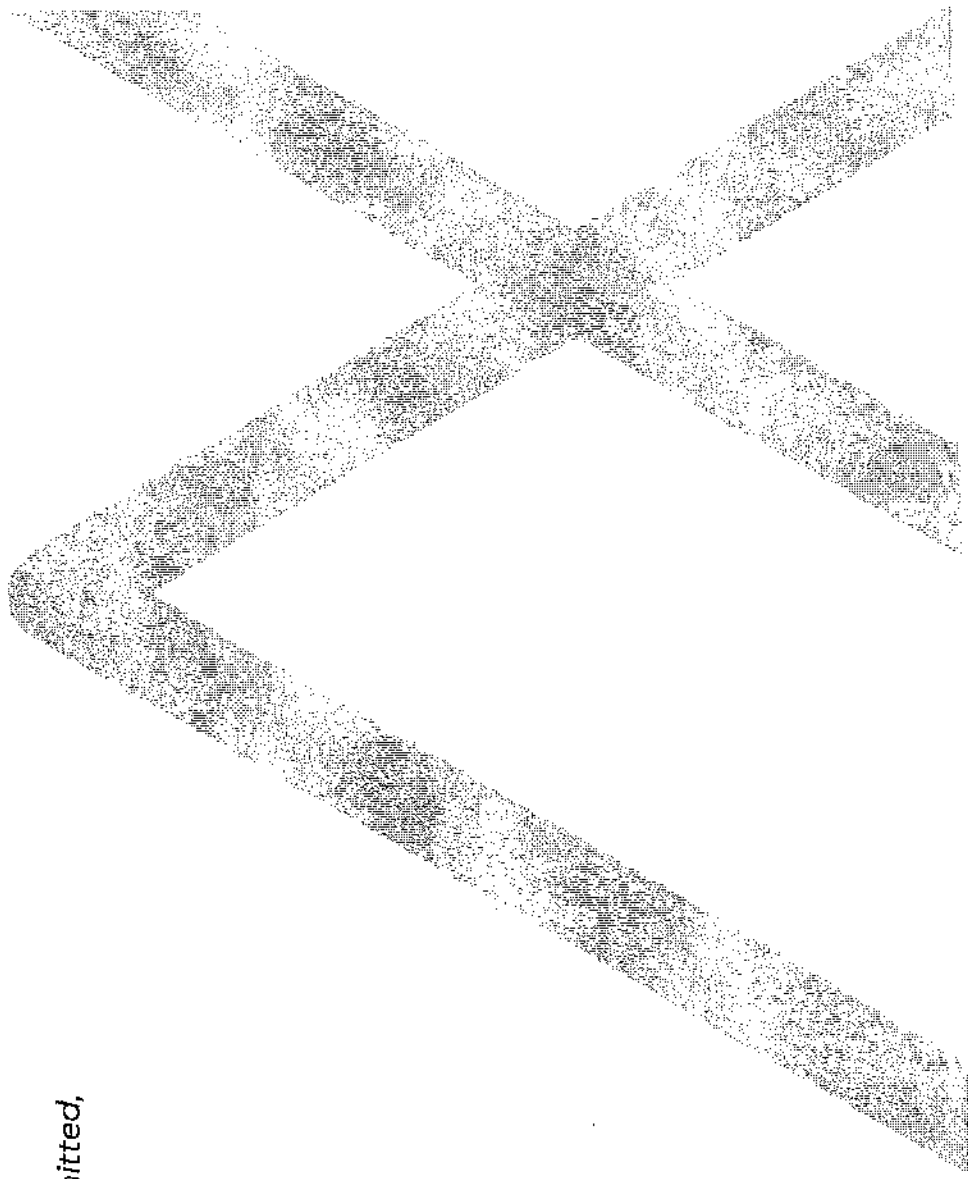
P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Masur Museum

Sir,

The Masur Museum is hosting a public reception for exhibition on Thursday, November 16, 2023. The event is scheduled from 5:30 p.m. to 7:30 p.m. Alcohol will be consumed at this event. They're expecting 75-100 individuals to attend this event. They will be applying for their open container exemption letter and a no objection letter. The ATC permit for the event will be obtained. They will hire two off-duty officers to work at the event.

Respectfully submitted,
Cpl. Heckard



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE NAMING OF THE HARVEY H. BENOIT COMMUNITY CENTER PLAYGROUND IN THE CITY OF MONROE, LOUISIANA, AS THE SISTER MARGARET ANN SANDERS-JACKSON PLAYGROUND AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the late Sister Margaret Ann Sanders-Jackson sadly passed away on February 13, 2023, after a lifetime of dedication and service to her faith, her family, and the Monroe community;

WHEREAS, Sister Sanders-Jackson dedicated her life to learning and teaching others, earning her bachelor's and master's degrees in education and pursuing a career as an educator in the Monroe City School System;

WHEREAS, Sister Sanders-Jackson retired from the Monroe City School System after more than thirty-five years of passionate service to our youth, educating generations of families, inspiring countless children, and displaying her love and devotion to each and every student that she encountered;

WHEREAS, after her retirement, Sister Sanders-Jackson continued to serve the community by working at the Monroe Civic Center as an usher, volunteering at St. Francis Hospital, and donating to numerous charities that benefitted our community;

WHEREAS, Sister Sanders-Jackson was also a devoted member of New Light Baptist Church for over thirty years, serving on numerous committees and in numerous ministries, and was active in the sisterhood of Delta Sigma Theta Sorority, Inc.;

WHEREAS, in her retirement, Sister Sanders-Jackson often took her grandchildren, whom she loved dearly, to the playground at the Harvey H. Benoit Community Center where she relished the love and laughter of all the children in our community who played at the playground.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Harvey H. Benoit Community Center Playground in the City of Monroe, Louisiana, be and is hereby renamed and dedicated as the Sister Margaret Ann Sanders-Jackson Playground.

BE IT FURTHER RESOLVED that Mayor Friday Ellis is hereby authorized to execute any necessary procedures to affect 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 the _____ day of November 2023.

CITY CLERK

CHAIRPERSON



CITY OF MONROE

TAXATION & REVENUE
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License for November 14, 2023, Council Meeting

Date: October 26, 2023

CLASS A - \$500 RESTAURANTS (LIQUOR)	CLASS E - \$500 PRIVATE CLUBS
CLASS B - \$500 CONVIENT STORES (LIQUOR)	CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS C - \$75 (BEER ONLY)	CLASS H - \$100 WHOLESALE (BEER ONLY)
CLASS D - \$60 (BEER - OFF PREMISES)	

NEW ALCOHOL LICENSE

CLASS - A (1)

1. Business: Ronin Steakhouse and Sushi House
4681 Pecanland Mall Drive
Monroe, LA 71203

Owner: Zhong Ying You and Dong Dong Lan
208 Hoover Drive
Monroe, LA 71201

CO-CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED



CITY OF MONROE

TAXATION & REVENUE
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: Alcohol License Renewals for November 14, 2023, Council Meeting

Date: October 26, 2023

CLASS - A (25)

1. Magic Grill II, LLC - 1210 N. 18th Street
2. Southern Charm Lounge - 1207 Desiard Street
3. Aramark Educational Services, LLC - 4201 Bon Aire Drive
4. Aramark Educational Services, LLC - 322 Stadium Drive
5. Aramark Educational Services, LLC - 308 Warhawk Way
6. Whitney Entertainment Multipurpose Center - 302 Apple Street
7. Taste of India - 1809 Roselawn Avenue
8. Warehouse No. 1 - One Olive Street
9. Himalayan Café - 3600 Desiard Street Ste 3
10. True Releaf Lounge & Patio - 609 N. 4th Street
11. Azteca Grill Inc. - 3610 Desiard Street
12. Okaloosa - 311 Hudson Lane
13. Restaurant Cotton - 101 North Grand Street
14. Avocado's LLC - 905 N. 18th Street
15. Ronin Steakhouse and Sushi House - 4681 Pecanland Mall Drive
16. Genusa's Italian Restaurant LLC - 815 Park Avenue
17. El Paso Monroe LLC - 3211 Sterlington Road
18. Enoch's Irish Pub & Grill Café - 507 Louisville Avenue
19. El Azteca LLC - 4075 Sterlington Road
20. Towne Place Suites by Marriott - 4919 Pecanland Mall Drive
21. Abuela's Tex - 1304 Lamy Lane
22. Applebee's Neighborhood Grill & Bar - 4911 Pecanland Mall Drive
23. Khan Mongolian Grill - 608 Sterlington Road
24. Delta Biscuit Company - 2252 Tower Drive Suite 101
25. Athena Restaurant - 1530 Sterlington Road #A

CLASS - B (22)

1. Now Save #3 - 1213 Winnsboro Road
2. Now Save #5 - 1912 Martin Luther King Drive
3. Now Save #7 - 1800 Forsythe Avenue
4. Now Save #18 - 1420 Martin Luther King Drive
5. E-Z Mart #4460 - 338 Hwy 594
6. Fast Stop - 565 MLK Jr. Drive

7. South 2nd Hop-In – 1201 South 2nd Street
8. Dollar General Store #8257 – 3146 Louisville Avenue
9. Dollar General Store #23262 – 2350 Sterlington Road
10. Thurman's Food Factory, Inc. – 1608 Stubbs Avenue
11. University U-Pak-It – 912 Sterlington Road
12. Smokers Express #11 – 3405 Desiard Street
13. SAI-U-PAK-IT – 5600 Desiard Street
14. Now Save #14 – 1511 Texas Avenue
15. Now Save #9 – 1501 Sterlington Road
16. Super Save #11 – 4217 Sterlington Road
17. Smoker's Paradise & Spirits – 3412 Desiard Street
18. Raceway 6863 – 104 S College Street
19. Sam's Club #8237 – 5400 Frontage Road
20. Walmart #2919 – 4430 Desiard Street
21. Walmart #1193 – 2701 Louisville Avenue
22. Walmart #3745 – 1840 McKeen Place

CLASS – C (3)

1. Cormier's Inc. – 1205 Forsythe Avenue
2. Johnny's Pizza House #9 – 1600 N. 18th Street
3. Johnny's Pizza House #1 – 3501 Desiard Street

CLASS – D (1)

1. Delta Mini Mart #5 – 2301 Forsythe Avenue

CLASS – E (2)

1. The Lotus Club – 130 Desiard Street Suite 900
2. Bayou Desiard Country Club, Inc. – 3501 Forsythe Avenue

CLASS – G (2)

1. Southern Glazer's of LA – 2930 Commerce Avenue
2. Choice Brands Inc. – 310 Powell Avenue

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MID CITY REDEVELOPMENT ALLIANCE, INC. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, to implement the City's HOME in Monroe Program, the City requires professional assistance to conduct housing workshops, HUD Certified pre-purchasing, rental assistance counseling, and financial coaching, and foreclosure prevention counseling; and

WHEREAS, Mid City Redevelopment Alliance, Inc. has the professional skills and necessary certifications to provide the above-mentioned services in connection with the HOME in Monroe Program;

WHEREAS, Mid City Redevelopment Alliance has provided these services to the City of Monroe since 2020, and these services have been beneficial to the HOME in Monroe program participants who are on the path to homeownership;

WHEREAS, the costs of the professional services will be paid for by federal funds through the HUD HOME Partnership Grant; and

WHEREAS, a copy of the Professional Services Agreement between the City of Monroe and Mid City Redevelopment Alliance is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to execute the attached Professional Services Agreement between the City of Monroe and Mid City Redevelopment Alliance, Inc.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made on this _____ day of 2023, by and between the City of Monroe (“City”), through the Planning and Urban Development Department’s HOME in Monroe Program (“HMP”), and Mid City Redevelopment Alliance, Inc. (“Consultant”).

1. Consultant agrees to perform the following services for HOME in Monroe Program:

Provide Financial Coaching/Counseling Services that will include the following, as outlined in greater detail in Exhibit A:

- Facilitate group introductory housing workshops
- Facilitate group financial literacy/coaching and capability workshops
- Provide individual pre-purchase counseling and financial coaching
- Facilitate group 8-hour homebuyer classes
- Intake HOME-ARP applicants
- Interview and assess applicants
- Determine eligibility
- Complete agreements with participants and landlords
- Refer to other services
- Case management
- Refer for permanent housing
- Exit and quarterly report

2. City, through the HOME in Monroe Program, agrees to pay Consultant the rates for services listed in Exhibit A, not to exceed \$70,000 per year for three (3) years equating a total of \$210,000. Any additional fees not expressly shown in Exhibit A must be presented in writing and approved in writing by the Monroe City Council *prior* to services being rendered. Any additional services rendered without prior approval in writing shall be at the expense of the Consultant. Will provide office space, technology, and any needed or additional resources for the Housing Counselor.

3. Consultant will submit monthly invoices for all services performed and promptly answer questions as to the services rendered or to be delivered and coordinate services with the Director of Planning and Urban Development for the City of Monroe.

4. Consultant will submit an invoice of services rendered, via email, to the Project Coordinator for review and approval by the HMP partner - City Director of Planning and Urban Development. All additional documentation regarding these services should be maintained in writing by the Consultant, to be delivered to HMP staff as requested within 24 hours.

5. City agrees to notify the Consultant of any deficiencies in these services in writing. The Consultant agrees to remedy the described deficiencies in service within 24 hours of written notice.

6. HMP and the Consultant intend that the Consultant shall be an independent

contractor in the performance of these services.

- 7. The term of the agreement is May 1, 2023 through April 30, 2026.
- 8. This Agreement shall be terminable at any time upon the will of either the City or the Consultant.

CITY OF MONROE

Stacey Rowell, Director of Administration

CONSULTANT

Shervisa Sullivan
Mid City Redevelopment Alliance

Exhibit A - Project Budget and Description of Activities Planned

Description	Quantity	Unit Price	Cost
Pre-Purchase Counseling Sessions + Follow-up Sessions	100	\$ 50\$	5,000
Group Introductory Workshops	4	\$ 1,500\$	6,000
Group Financial Coaching Workshops	12	\$ 50\$	600
Group Homebuyer Classes	6	\$ 1,500\$	9,000
HOME-ARP Intake Applicants & Interview	15	\$ 500\$	7,500
Assess Applicants & Determine eligibility	15	\$ 1,000\$	15,000
Complete Agreements, Case Management	15	\$ 1,000\$	15,000
Refer for Permanent Housing, Exit, Quarterly Report	15	\$ 793\$	11,900
Total		\$	70,000

Pre-Purchase Counseling Sessions + Follow-up Sessions - these sessions will be provided in the afternoon before the scheduled group sessions and immediately following. One counselor will be available each time for a total of 15 counseling appointments. Counseling sessions will include income review, budget preparation, credit report review, and Action Plan generation. Follow up sessions will be provided to help clients make progress toward achieving the items in the Action Plan. The projected number of unique clients is 50, and the number of quantified allows for two follow-up sessions per client. ***[May 2023 and MONTHLY thereafter until April 2026]***

Group Introductory Workshops - this will be an introductory homeownership workshop describing the three core topics presented: budget, credit, and saving. The workshop will be framed around the pursuit of homeownership, so participants will learn the role each topic plays in securing mortgage approval. ***[May 2023 and BI-MONTHLY thereafter until April 2026]***

Group Financial Coaching Workshops – comprised of individualized financial counseling to include budget preparation, credit report review, and financial goal setting. Participants will complete a financial competency survey at enrollment and will retake at the end of class to demonstrate knowledge about financial literacy topics. Specific referrals will be placed within an individualized Action Plan to educate and guide clients to reach their financial goals. Clients will be educated on managing their money, building credit, and saving for the future. Clients will complete a three-session financial coaching series to include; Basic Budgeting, Setting Goals, and Understanding Credit. Workshop conducted in 2 hours per workshop. Workshops are conducted twice a month. ***[May 2023 and MONTHLY thereafter until April 2026]***

Group Homebuyer Classes - this will be the 8-hour class provided to help participants learn the entire homebuyer process. This session will follow the HUD-approved curriculum, and each participant will receive a certificate of completion. Counselor will need 3 hours of preparation per Homebuyer Class. *[May 2023 and BI-MONTHLY thereafter until April 2026]*

Housing Counselor – Part-time (30 hours/week) position with a yearly salary of \$24,000/year, \$15.38/hour. Responsible for providing comprehensive and individual counseling services to renters, prospective homebuyers, and existing home owners. Utilizes tools related to budgeting, debt reduction, credit rebuilding, and consumer awareness to facilitate the clients' progress toward achieving their desired goals. Facilitate Home Buyer's Seminars and Outreach Activities. Tracks and reports all activities as required. The Specialist must obtain a counseling certification within 6 months of employment. Training and Development for counseling certification is estimated at \$800 for the first year which includes 3-prepratory classes and up to two certification exams. Specialist will have up to 2 attempts to pass HUD certification. With the desired experience in credit counseling or lending experience. *[May 2023 and MONTHLY thereafter until April 2026]*



CITY OF MONROE

ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Daren Johnson, Water Treatment Plant Superintendent

Date: November 14, 2023

The Water Treatment Plant Division is requesting authorization for an authorized City representative to advertise for bids for the purchase of a Ford F-450 flatbed Truck. The estimated cost of the truck is \$70,00.00
The source of funds is Water Capital Funds.

Sincerely,

Angel N. Taylor

Angel N. Taylor
Buyer

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ACCEPT A COMMUNITY AIR SERVICE DEVELOPMENT GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe, through the Monroe Regional Airport ("MLU"), was awarded a \$500,000.00 grant through the Small Community Air Service Development Program to assist with the investigation and establishment of a new service route from MLU to Charlotte Douglas International Airport;

WHEREAS, under the terms of the grant, the City is obligated to provide matching funds of up to twenty percent of the grant expenditure (up to \$100,000.00), and MLU has such funds available; and

WHEREAS, a copy of the Grant Award and Agreement between the United States Department of Transportation and the City of Monroe under the Community Air Service Development Program is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis is hereby authorized to accept the \$500,000.00 grant from the Department of Transportation and Development through the Small Community Air Service Development Program; and

BE IT FURTHER RESOLVED that Mayor Friday Ellis is authorized to execute all documents necessary to effectuate the acceptance of the grant, including the attached Grant Award and Agreement.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CHAIRPERSON

CITY CLERK

**GRANT AWARD AND AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF TRANSPORTATION
AND THE MONROE REGIONAL AIRPORT ACTING FOR THE
COMMUNITY OF MONROE, LOUISIANA, UNDER THE SMALL
COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM**

ALN/CFDA 20.930 FAIN: 69A3452200400080026
DOCKET #: DOT-OST-2023-0037-0026

WHEREAS, the Monroe Regional Airport (the Sponsor), on behalf of the community of Monroe, Louisiana, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to \$500,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

**THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO
THE FOLLOWING TERMS AND CONDITIONS:**

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be \$500,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **November 13, 2023**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before **November 13, 2023**, DOT may unilaterally terminate this Grant Agreement.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of \$750,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317-200.326 (Procurement Standards), as implemented and modified by 2 CFR 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on ninety (90) days' prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
 - a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
 - b. The Sponsor fails to provide any In-Kind Contributions that are provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
 - c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement; or
 - d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on thirty (30) days' prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on thirty (30) days' prior written notice, the Sponsor may request termination of this Grant Agreement.

4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 8, 2029.** **NOTE:** The three-year limitation set forth in Title 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.
5. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with the Department, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(d)(2), such request must include a description of the supporting reasons for the extension. **NOTE:** Access to remaining federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, the Department will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. **Sponsor:** The Monroe Regional Airport, designated by the community of Monroe, Louisiana, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

Sponsor Contact:

Name: Charles Butcher

Title: Airport Director

Company: Monroe Regional Airport
Address: 5400 Operations Rd., Suite 201
Monroe, LA 71203-0123

Phone: 318-329-2460

Email: charles.butcher@ci.monroe.la.us

UEI Number: U4SYARY6RE13

TIN Number: 72-6000903

2. **Scope of the Grant Project**

Grant Project: Revenue guarantee and associated marketing program to recruit, initiate, and support new service between Monroe (MLI) and Charlotte Douglas International Airport (CLT).

3. Funding

a. **Total Project Cash Costs:** \$600,000

Federal Share: \$500,000
State Share: \$0
Local Share: \$0
Airport Share: \$100,000

In-Kind Contribution: \$49,710

- b. Payment by DOT shall not exceed \$500,000 for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.
- c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.
- d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT.** If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.
- e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b above, and included in the Total Project Cash Costs set forth in Section C.3.a above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **83.33 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b above), subject to Section C.3.c, above, and Sections C.3.f and C.3.g, below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE:** Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. **The Legal Sponsor must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Sponsor may not seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In

addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, **all marketing materials that are for route-specific grants must display the destination city and/or airport name.**

- f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.
- g. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.
- h. All requests for reimbursement must be made by the Grant Recipient within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.
- i. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.
- j. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

- a. Grant Project reports, including progress on milestones as set forth in Section 4.b, below, shall be reported to DOT on a semi-annual basis, with **reports due to DOT on April 15 and October 15 of each year** that the Grant Agreement remains effective. **The first Grant Project report is due on April 15, 2024.**
- b. Each Project report shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a above and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.
- c. Each Project report shall also include a completed Federal Financial Report (SF-425). This report is a financial reporting form used throughout

- the Federal Government Grant system. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- d. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

- a. The Sponsor shall, within **fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed** between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.
- b. The Sponsor shall **ensure that the obligations set forth in this Grant Agreement are met**. Failure to do so may result in termination of the Grant Agreement by DOT.

Obligation for Agreements Utilizing a Marketing Plan for General Airport Marketing or Marketing for Specific Existing Routes: Section C.5.c shall apply only if this box is checked

- c. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Obligations for Agreements Only Utilizing a Marketing Plan to Establish Air Service: Sections C.5.d through C.5.f shall apply only if this box is checked.

- d. Within **three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan** as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- e. At the sole option of DOT, funding may **terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier** to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT
- f. At the sole option of DOT, funding under this Grant Agreement may **terminate if no air service by an Air Carrier has commenced within**

twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

Obligations for Agreements Utilizing Air Carrier Financial Incentives to Establish Service: Sections C.5.g through C.5.1 shall apply only if this box is checked.

- g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee, subsidy, or financial incentive agreement between the Sponsor and air carrier(s), including the cost and revenue basis for the compensation required.
- h. At the sole option of DOT, funding may terminate twelve (12) months after the execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.
- i. At the sole option of DOT, funding under this Grant Agreement may terminate if no air service by an Air Carrier has commenced within twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.
- j. Within six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.
- k. At the sole option of DOT, funding may terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.
- l. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the Air Carrier stops providing the agreed-upon service, DOT will only provide reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) **DOT Order 2023-9-18** in its entirety.

Grant Application: The complete document submitted in **FY 2023 to DOT by the Community in Docket DOT-OST-2023-0037**, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21) (Pub. L. No. 106-181), reauthorized by Vision 100—The Century in Aviation Reauthorization Act (Pub. L. No. 108-176), and subsequently reauthorized by the FAA Modernization and Reform Act of 2012 (Pub. L. No. 112-95) as amended, the Disaster Tax Relief and Airports and Airway Extension Act of 2017 (Pub. L. No. 115-63), and the FAA Reauthorization Act of 2018 (Pub. L. No. 115-254) (FAA 2018). The program is codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2023.

United States Department of Transportation

(SEAL)

Brooke Chapman
Associate Director
Small Community Air Service Development
Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2023.

Monroe Regional Airport
Monroe, Louisiana

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

Printed Name

Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____ . Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances, constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

Date

Printed or Typed Name

Telephone

FY 2022 Monroe

ATTACHMENT A

GRANT ASSURANCES

Applicable Federal Laws and Regulations

By entering into this FY 2022 SCASDP Grant Agreement, the Sponsor assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this Grant Agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act - 40 U.S.C. §§ 3141, et seq.
- b. Federal Fair Labor Standards Act - 29 U.S.C. §§ 201, et seq.
- c. Hatch Act - 5 U.S.C. §§ 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. §§ 4601, et seq.
- e. National Historic Preservation Act of 1966 - 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501, et seq.
- g. Native American Graves Protection and Repatriation Act - 25 U.S.C. §§ 3001, et seq.
- h. Clean Air Act - 42 U.S.C. §§ 7401, et. seq.
- i. Clean Water Act - 33 U.S.C. §§ 1251, et seq.
- j. Endangered Species Act - 16 U.S.C. §§ 1531 et seq.
- k. Coastal Zone Management Act - 16 U.S.C. §§ 1451 et seq.
- l. Flood Disaster Protection Act of 1973 - 42 U.S.C. §§ 4001 et seq.
- m. Age Discrimination Act of 1975, as amended - 42 U.S.C. §§ 6101, et seq.
- n. American Indian Religious Freedom Act, 42 U.S.C. 1996
- o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 - 42 U.S.C. §§ 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. §§ 3701, et seq.
- u. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
- v. National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- w. Wild and Scenic Rivers Act - 16 U.S.C. §§ 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- y. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681-1683

- and §§ 1685–1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
- bb. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101–1104
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- ee. Freedom of Information Act - 5 U.S.C. § 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. §§ 1801, et seq.
- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. §§ 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. §§ 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. §§ 661, et seq.
- jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
- kk. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303 and 23 U.S.C. § 138
- ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) – 42 U.S.C. §§ 9601, et seq.
- mm. Safe Drinking Water Act – 42 U.S.C. §§ 300f, et seq.
- nn. The Wilderness Act – 16 U.S.C. §§ 1131, et seq.
- oo. Migratory Bird Treaty Act 16 U.S.C. §§ 703, et seq.
- pp. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- qq. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
- rr. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- Executive Orders**
- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 12372 – Intergovernmental Review of Federal Programs
- c. Executive Order 12549 – Debarment and Suspension
- d. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- e. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- f. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- g. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- h. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- General Federal Regulations**
- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201

- b. Non-procurement Suspension and Debarment -- 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures -- 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates -- 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States -- 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) -- 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) -- 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying -- 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 -- 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs -- 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance -- 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance -- 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation -- 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors -- 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) -- 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A -- 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs -- 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Specific assurances required to be included in this Grant Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

ATTACHMENT B
GRANT ASSURANCES
TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.” for which the Recipient receives Federal financial assistance from DOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer

of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - a. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - a. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance

reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another

purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

- Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Signature

Title

Grant Recipient

Date

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Title

Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER
THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grant recipient's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;

(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check if there are workplaces on file that are not identified here.

Grant Recipient Signature

Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.
7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

Name

Affiliation

Title

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED
TRANSACTIONS**

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.
2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

Name

Title

Affiliation

Date

**OFFICE OF THE SECRETARY OF TRANSPORTATION
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A
FELONY CONVICTION UNDER ANY FEDERAL LAW**

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;

- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

OFFICE OF THE SECRETARY OF TRANSPORTATION
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**OFFICE OF THE SECRETARY OF TRANSPORTATION
REQUIRED USE OF AMERICAN IRON, STEEL, MANUFACTURED
PRODUCTS, AND CONSTRUCTION MATERIALS**

This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

*Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials
Produced in the United States.*

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire,

plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE EAST STREET & PARKVIEW DRIVE SIDEWALKS PROJECT (H.015200) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into a cooperative endeavor agreement with the Louisiana Department of Transportation and Development to complete the East Street and Parkview Drive Sidewalks Project (H.015200);

WHEREAS, the East Street and Parkview Drive Sidewalks Project will include installing sidewalks, shared-use path, signing and related work along local roads as provided in the H.015200.5 Feasibility Study dated July 17, 2023, with approved revisions, within the City of Monroe, Ouachita Parish, Louisiana; and

WHEREAS, a copy of said Cooperative Endeavor 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, be and is hereby authorized to enter into the attached Cooperative Endeavor Agreement between the City of Monroe and the Louisiana Department of Transportation and Development.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fax: 225-379-1851

John Bel Edwards, Governor
Eric Kalivoda, Secretary

September 7, 2023

Mr. C. Morgan McCallister, PE – City Engineer
City of Monroe
802 North 3rd St.
Monroe, LA 71201

RE: **Original Agreement**
State Project No. H.015200
F.A.P. No. H015200
East St & Parkview Dr Sidewalks (Mon)
Ouachita Parish

Dear Mr. McCallister:

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

We have 2 options for submitting signed agreements:

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

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

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

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

Sincerely,

Tonya Robertson

Tonya Robertson
Contract/Grants Reviewer Manager

TR: cj
Attachments
pc: Mr. Mark Morvant

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.015200
FEDERAL AID PROJECT NO. H015200
EAST ST & PARKVIEW DR SIDEWALKS (MON)
SAFE ROUTES TO PUBLIC PLACES PROGRAM
OUACHITA PARISH

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

WITNESSETH: That;

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

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

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

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

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

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

Revised 10/22/2021

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

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

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to install sidewalks, shared-use path, signing and relate work along local roads as provided in the H.015200.5 Feasibility Study dated July 17, 2023 with approved revisions, in the City of Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.015200 and Federal Project No. H015200**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

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

Responsibility Table Roadway Control Section 000-37			
	Entity	DOTD	Comments
Roadway Owner	Yes	No	
Environmental Process	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 000-51			
Method of Payment	N/A		Comments
	Percentage Funded By Entity	Percentage Funded By DOTD	
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	40.4%	59.6%	
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 that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

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

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

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

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings

for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

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

ARTICLE III: PROJECT RESPONSIBLE CHARGE

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

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.

- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

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

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

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

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

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

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

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

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

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

ARTICLE VI: ENVIRONMENTAL PROCESS

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

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

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

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

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

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

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

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

For projects including lighting systems, the Entity will execute a lighting agreement. The

Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

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

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

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

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

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

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

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

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

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

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the

DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

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

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

ARTICLE X: PERMITS

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

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

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

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

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

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

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating

into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

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

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

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

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

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

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

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make

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

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

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

sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.

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

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

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

ARTICLE XIV: SUBCONTRACTING

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

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

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

ARTICLE XV: DBE REQUIREMENTS

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

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

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

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

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

The above requirements shall be included in all contracts and/or subcontracts entered into by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

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

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

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

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

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

ARTICLE XVII: RECORD RETENTION

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

For all Stage/Phases for which the Entity is designated as being responsible, as per the

Responsibility Table, the final invoice and audit shall be delivered to DOTD.

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

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

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

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

under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

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

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

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

ARTICLE XX: INDEMNIFICATION

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

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

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction— DOTD

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

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

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

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

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

Construction— Entity

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

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

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

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

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

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

ARTICLE XXII: COMPLIANCE WITH LAWS

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

ARTICLE XXIII: VENUE

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

Entity/State Agreement
S.P. No. H.015200
F.A.P. No. H015200
East St & Parkview Dr Sidewalks (Mon)
Ouachita Parish
Page 21 of 21

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

DDCPKHUG8KUS

Unique Entity ID Number

20.205

Assistance Listing Number (ALN)

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____



Office of Engineering
 PO Box 94245 | Baton Rouge, LA 70804-9245
 ph: 225-379-1234 fx: 225-379-1851

John Bel Edwards, Governor
 Eric Kallivoda, Secretary
 Christopher P. Knotts, P.E., Chief Engineer

City of Monroe
 802 North 31st St
 Monroe, LA 71201

RE: Funding Commitment Letter
 S.P. No. H.015200
 East St & Parkview Dr Sidewalks (MON)
 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%	100%
Preconstruction Engineering	0%	100% - \$165,000	100% - \$165,000
Right-of-Way Acquisition and Relocation	100%	0%	100%
Utility Relocation	100%	0%	100%
Miscellaneous	100%	0%	100%
Construction Engineering & Inspection	0%	100% - \$95,000	100% - \$95,000
Construction*	40.4% - \$243,000	59.6% - \$500,000*	100% - \$743,000
Non-Infrastructure - Non-Enhancements	100%	0%	100%
Total	\$ 243,000	\$760,000	\$1,003,000

• Federal Funds limited to \$500,000

Christina W. Woodson

Program Manager – DOTD

8/23/2023

Date

Signature of Responsible Person in Charge

Date

Printed Name of Responsible Person in Charge

Cc: Consultant Contract Services
 Updated 1/10/2019

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH INSPECTIONS UNLIMITED, L.L.C. TO PROVIDE CERTIFIED BUILDING OFFICIAL (CBO) INSPECTIONS SERVICES FOR THE INSPECTIONS DIVISION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City requires a licensed and certified building official to provide inspections services for the Inspections Divisions and Inspections Unlimited, L.L.C. possesses the necessary skills and certifications to perform such services;

WHEREAS, a copy of the of the Professional Services Agreement between the City of Monroe and Inspections Unlimited is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into the attached professional services agreement with Inspections Unlimited, L.L.C. to perform Certified Building Official (CBO) inspections services for the Inspections Division on a continual basis.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made on this ____ day of _____, 2023, by and between the **City of Monroe**, hereinafter referred to as **City**, and **Inspections Unlimited** hereinafter referred to as **Consultant**.

I. Consultant agrees to perform the following services for **City**:

Objective of Consultant

To provide Certified Building Official (CBO) inspections services. For a continual term.

II. City agrees to pay the Consultant the rates for services listed in Attachment A. Any additional fees not expressly shown in Attachment A must be presented in writing and approved in writing by the **City prior** to services being rendered. Any additional services rendered without prior approval in writing shall be at the expense of Consultant.

III. Consultant will submit invoices for all services performed hereunder on a monthly basis, and promptly answer questions as to the services rendered or to be rendered and coordinate services with the Inspections Division.

IV. Consultant will submit weekly reports of services rendered, via email, to the Inspections Division, sign Certificates of Occupancy, attend Development Project meetings as requested. All additional documentation regarding these services should be maintained in writing by the **Consultant** to be delivered to **City** as requested within 24 hours.

V. City agrees to notify **Consultant** of any deficiencies in these services in writing. **Consultant** agrees to remedy described deficiencies in service within 24 hours of written notice.

VI. City and Consultant intend that Consultant shall be an independent contractor in the performance of these services.

VII. This agreement shall be terminable at any time upon the will of either **City** or **Consultant** with a 6-month notice.

CITY OF MONROE

CONSULTANT

BY: _____

Chad Parker, CBO
Inspections Unlimited

Exhibit A - Fee Structure

Inspections: City will be charged ----- per the fee schedule for inspections and plan review.

Fee Structure: Inspections Unlimited

Plan Reviews:	
Residential	\$250.00
Commercial	\$300.00
Inspection Fees:	
Residential	\$700.00 for first 3,000 s.f. \$0.125/s.f. for each additional above 3,000
Commercial	\$1,200.00 for 0 – 3,000 s.f. \$0.25/s.f. 3001 – 15,000 s.f. Negotiated Fee for greater than 15,000 s.f.
Manufactured Homes	\$100.00 per visit
Re-Inspections All Types	\$100.00 per visit
Single Electrical and Plumbing Inspection.	\$100 per visit
Cell Towers	\$600.00 plus Plan Review
Solar Farms	\$2.00 per Thousand of Project Cost
Solar Panel Install (Residential and Commercial)	\$350.00 includes Plan Review
Swimming Pools (Inground)	\$600.00 includes plan review
* Accessory Buildings Under 500 Sq ft (Electrical Connections)	\$100.00 per each
* Accessory Buildings 500 Sq ft and over (includes plan review, foundation, electrical connection and final inspections)	\$600.00 per each
* Decks, Porches, Carports	\$200.00 per visit
* Alterations	\$600.00

* According to Act 335 these services may not be required in all instances.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MONROE AND THE OFFICE OF FACILITY PLANNING AND CONTROL FOR THE BOOKER T. WASHINGTON STORMWATER SYSTEM EVALUATION AND UPGRADES PLANNING AND CONSTRUCTION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into a cooperative agreement with the Division of Administration, Office of Facility and Control to complete the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction Project;

WHEREAS, the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction Project will evaluate the stormwater system capacity, operation and structural integrity for the system directly affecting the service area of the Booker T. Washington subdivision, including the Airport Canal, with a focus on reduction of flooding risks and embankment destabilization issues within said canal bordered northerly by Union Pacific Railroad; and

WHEREAS, a copy of said Cooperative Endeavor Agreement is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe through Mayor Friday Ellis is hereby authorized to enter into the attached Cooperative Agreement between the City of Monroe and Division of Administration, Office of Facility and Control for the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON

Facility Planning and Control

State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

October 25, 2023

The Honorable Friday Ellis, Mayor
City of Monroe
P.O. Box 123
Monroe, La 71210
Email: lari.reneau@ci.monroe.la.us

Re: Booker T. Washington Stormwater System
Evaluation and Upgrades,
Planning and Construction
(Ouachita)
FP&C Project No. 50-MJ6-23-01

Dear Mayor Ellis:

I am pleased to advise you that the referenced project has received State Capital Outlay funding. The Capital Outlay Act requires that appropriations for Non-State Entities be administered by the Office of Facility Planning and Control (FPC) under Cooperative Endeavor Agreements (CEA).

Attached you will find the CEA for the above referenced project, including a State Funding Summary. Please note the following:

- Please verify that the name of the signatory on behalf of City of Monroe is spelled correctly.
- FPC requires your Federal Tax Identification Number before it will process invoices for payment. Please verify that this number as shown on the State Funding Summary of Project Funding is correct.

Please return the following items to our office at your earliest convenience:

- Two (2) duplicate originals of the CEA, being careful to sign, include two (2) witness signatures, and date each agreement. Please print single-sided and on legal size paper.
- Two (2) copies of the State Funding Summary, one attached to each CEA.
- A completed Vendor Request Form
- A signed W-9 form
- A copy of a Resolution designating an individual from City of Monroe, to act on behalf of City of Monroe, in all matters pertaining to this project, including certifying requests for State disbursements. This individual must be an official of City of Monroe, and not a contracted consultant. This resolution is a prerequisite for the disbursement of State funds.

Please forward the requested documents to:

Dama Kroll
Office of Facility Planning and Control
Post Office Box 94095
Baton Rouge, LA 70804-9095

Upon final execution of the CEA, a fully executed original will be returned to City of Monroe.

The Non-State Entity Capital Outlay Administrative Guidelines are available online on the FPC website at <https://www.doa.la.gov/doa/fpc/project-administration-non-state/>. You will need this guide as a reference during the CEA development process, as well as throughout the term of the project. The "Capital Outlay Guidelines" by

reference will become part of the CEA between City of Monroe and FPC. Please follow the directions as described in the cover letters of the material sent to you.

Please understand that while funding has been granted, City of Monroe does not have full use of, nor statutory authority to spend or obligate any of the funds until such time as the CEA has been fully executed and all of the CEA's provisions met, including all contractual pre-approvals required by FPC's project manager.

If you have not already done so, please register with the State as a Vendor in order to receive funds. To do so, log-on to the FPC website at: <https://www.doa.la.gov/doa/fpc/> and under **Quick Links**, click on **LaGov Vendor Self-Registration**. There you will find the information on how to self-register your entity. If you need help with the registration process, please call (225) 342-8010 or send an email to vendor_ing@la.gov.

If you have any questions, please feel free to contact Jim Lee, 225-219-4276 or james.lee@la.gov.

Sincerely,



Daina Kroil
Administrative Director

DK:jb

Enclosures

c: Marc Parenti, CapitalOutlay@la.gov, via email w/attachments
Jim Lee, via email w/attachments



**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN
THE STATE OF LOUISIANA and
CITY OF MONROE**

Booker T. Washington Stormwater System Evaluation and Upgrades, Planning and Construction
(*Overdraft*)

FP&C Project No. 50-MJ6-23-01

In accordance with Article VII, Section 14 of the 1974 Constitution of the State of Louisiana (Constitution), the STATE OF LOUISIANA (State), herein represented by ROGER E. HUSSER, JR., DIRECTOR, FACILITY PLANNING AND CONTROL, DIVISION OF ADMINISTRATION (DOA), and CITY OF MONROE (Entity), a political subdivision of the State, herein represented by FRIDAY ELLIS, MAYOR do hereby enter into a Cooperative Endeavor Agreement (Agreement) to serve the public for the purposes hereinafter declared.

ARTICLE I

1.1 WHEREAS, the Capital Outlay Act (Act), adopted in accordance with Article VII, Section 6 of the Constitution, is the comprehensive capital outlay budget required by said Article VII, Section 6, and contains an appropriation for the Entity for the Project Number and Project Description (Project) as set forth in a State Funding Summary ("Funding Summary") attached hereto for reference only, and

1.2 WHEREAS, the Omnibus Bond Act of the Louisiana Legislature (OBA), adopted in accordance with Article VII, Section 6 of the Louisiana Constitution of 1974, provides for the issuance by the State Bond Commission of State General Obligation Bonds for certain of the projects contained in the Act, including the Project, which bonds are to be secured by a pledge of the full faith and credit of the State, as well as by monies dedicated to and paid into the Security and Redemption Fund as provided in Article VII, Section 9 of the Constitution, which authorization includes the issuance, if applicable, of State General Obligation Bonds for the Project (Project Bonds) as set forth in the Funding Summary; and

1.3 WHEREAS, if applicable, the Entity has supplied the State with evidence of the availability and commitment of Local, Federal or Non-State Matching Funds for the Project, as set forth in the Funding Summary; and

1.4 WHEREAS, the State appropriated State General Fund (Direct) or other sources of cash for the Project or the Bond Commission did grant a cash line of credit and/or a non-cash line of credit for the Project in the amount(s) as stated in the Funding Summary; and

1.5 WHEREAS, the Act provides that all of the funds appropriated, in the absence of express language to the contrary, shall be considered as having been appropriated directly to FP&C and shall be administered by FP&C under Cooperative Endeavor Agreements;

IT IS HEREBY AGREED by the State and the Entity that:

ARTICLE II
PURPOSE

2.1 The purpose of this Agreement is to set forth the terms of administering the Project by FP&C. FP&C will administer this Project in accordance with the Non-State Entity Capital Outlay Administrative Guidelines, January, 2019 ed. (the "Guidelines"), which is incorporated herein and made a part of this Agreement. As required by Section 147(e) of the Internal Revenue Code of 1986, as amended, The Entity hereby understands and agrees that, in addition to requirements of the Guidelines, no proceeds of the Project Bonds can or will be used for airplanes, skyboxes or luxury private boxes, health club facilities, facilities primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

ARTICLE III
SCOPE

3.1 As provided in the Act, the State funds for this Project are limited to capital improvements for the Project, in the Parish, and in the amounts set forth in the Funding Summary.

3.2 If the Entity enters into a contract prior to receipt of funding and prior to execution of a Cooperative Endeavor Agreement, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the Entity.

3.3 The Entity hereby acknowledges and confirms that this Project constitutes a **Public Purpose** and will fulfill a public need within the parish in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

3.4 Allowable costs shall not include the operating expenses of the Entity. In no case shall the total of any of the allowable costs exceed the amount shown in the Funding Summary.

ARTICLE IV
USE OF FUNDS

4.1 The Entity hereby acknowledges and agrees that the funds provided by the State to the Entity shall be used solely for the purposes authorized and permitted in the Act and in accordance with all provisions of law affecting the Project, as well as the constitutional and statutory restrictions on the use of State funds for public purposes. The Entity acknowledges that any funds not used in accordance with the terms of this Agreement and state law will be reimbursed to the State.

4.2 The Entity shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit were granted pursuant to the Act. The Entity shall be solely responsible for any amount that exceeds the amount appropriated by the State.

4.3 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The Entity agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The Entity further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the Entity pursuant to a lease, management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in or special legal entitlement to the Project to a person other than the Entity, unless the State receives an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds. The Entity shall immediately notify the State prior to entering into any such contract.

4.4 The Entity shall make no changes in its local laws, bylaws, charter or other organizational documents which would allow use of the Project for any purpose other than a public purpose.

ARTICLE V
ADMINISTRATIVE COSTS

5.1 Notwithstanding any provision of this contract to the contrary, FP&C may use up to six percent of each State fund line item contained in the Funding Summary for costs associated with administering the Project, all in accordance with the provisions of the Act.

ARTICLE VI
PUBLIC BID LAWS

6.1 The Entity will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State, including, but not limited to R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The Entity will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

ARTICLE VII
COORDINATION

7.1 It is the responsibility of the Entity to administer the Project according to all applicable laws, rules and regulations and to ensure that the work is the best obtainable within established trade practices. The submittal of documentation to FP&C as required by this Agreement shall be for the purpose of verifying that the funds are spent in accordance with this Agreement and the applicable legislation, providing evidence of the progress of the Project and verifying that such documentation is being produced. FP&C will not provide extensive document review for the Project or take the responsibility for determining whether or not this documentation is complete and accurate.

7.2 The participation by FP&C in the Project shall in no way be construed to make FP&C a party to any contract between the Entity and its contractors.

ARTICLE VIII
CHANGE ORDERS

8.1 A change order for the Project shall be subject to the approval of FP&C. However, as per R.S. 39:126, one or more change orders that cause an excess in the aggregate of *One Hundred Thousand Dollars (\$100,000)* per month

shall also require the approval of the Joint Legislative Committee on the Budget ("Committee") and the Commissioner of Administration or his designee. Any change order in excess of fifty thousand dollars but less than one hundred thousand dollars shall be submitted to the Joint Legislative Committee on the Budget for review but shall not require Committee approval.

ARTICLE IX HOLD HARMLESS AND INDEMNITY

9.1 The Entity agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu, ex delicto, quasi-contractual, statutory or otherwise*), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Act and OBA or any other State law, or any negligent act or omission, operation or work of the Entity, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction, and construction engineering required or performed by the Entity hereunder, including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

9.2 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by FP&C herein or to authorize any third person to have any action against FP&C arising out of this Agreement.

9.3 The Entity further agrees and obligates itself, its successors and assigns, to indemnify and hold harmless the State for any monetary consequences resulting any Project Bonds issued by the State or interest therein being declared taxable as a result of the Entity's actions or inactions hereunder.

ARTICLE X DISBURSEMENT OF FUNDS

10.1 After execution of this Agreement in accordance with the terms hereof and the Act, the State, through FP&C, shall provide the Entity, identified under the Federal Tax Identification Number as set forth in the Funding Summary, with funds on an *as-needed* basis as approved by FP&C, but not to exceed the total Capital Outlay Cash, less FP&C Administration fee, as set forth in the Funding Summary. The Entity shall not be entitled to reimbursement of any expenditures made prior to the issuance of a cash line of credit or receipt of cash funding.

10.2 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity agrees to use its best efforts to expend all of the funds subject to this Agreement within two (2) years from the date of the issuance of the Project Bonds. FP&C agrees that it will notify the Entity of the date the Project Bonds are issued within one (1) month from the issuance thereof. The Entity understands and agrees that if the funds subject to this Agreement are not totally expended within two (2) years from the issuance of the Project Bonds, FP&C can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

10.3 The Entity recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the Entity in the amount stated in the Funding Summary. The Entity acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

10.4 In the event funds subject to this Agreement represent a non-cash line of credit as set forth in the Funding Summary, the Entity understands that the funds so designated represent a non-cash line of credit and that no monies can be withdrawn from the Treasury for the non-cash line of credit unless and until the State Bond Commission has either issued bonds or a cash line of credit therefor.

ARTICLE XI OWNERSHIP OF PROPERTY

11.1 The Entity hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, or during the term of this Agreement, transfer, convey, sell, lease, mortgage, assign or otherwise alienate its ownership or servitude rights in the land or real property and appurtenances which constitute the Project except as provided in Section 4.3. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

11.2 The Entity shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Project Bond proceeds prior to the end of the Term, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

ARTICLE XII
INSURANCE

12.1 If State funds for this Project are used in whole or in part towards construction of fixed insurable improvements, then upon completion of construction, the Entity shall, for the term of this Agreement, maintain or cause to be maintained property insurance issued by a company or companies admitted to do business in the State of Louisiana, in an amount equal to 100% of the replacement cost of such improvements.

12.2 If the property is located in a Special Flood Hazard Area, flood insurance equal to 100% of the value of the building or up to a minimum of \$500,000 as allowed by National Flood Insurance Program (NFIP) shall be obtained on this property. This includes properties shown on a Flood Insurance Rate Map (FIRM) issued by FEMA as Zone A, AO, A1-30, AE, A99, AH, VQ, V1-30, VE, V, ZM, or E.

ARTICLE XIII
PLEDGE OF LEASE REVENUES

13.1 If the Project is authorized to be funded through the issuance of Project Bonds, the Entity hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the Entity deposit any such lease revenues into the Bond Security and Redemption Fund of the State unless the State receives an opinion from a nationally recognized bond counsel that such contract and/or deposit of funds will not adversely affect the tax-exempt status of the Project Bonds.

ARTICLE XIV
TERM

14.1 The provisions of this Agreement shall be effective from the date of execution hereof and shall be binding upon all parties and shall remain in effect until FP&C determines that the project(s) for which funds are appropriated is completed or for as long as any Project Bonds issued for the Project, or any refunding bonds therefor, remain outstanding.

ARTICLE XV
TERMINATION

15.1 FP&C may terminate this Agreement for cause based upon the failure of Entity to totally spend all funds subject to this Agreement within two years from the execution of this Agreement or, if applicable, within two years from the issuance of any Project Bonds or for any act by the Entity that the State determines to be unlawful or in violation of this Agreement.

15.2 FP&C may terminate this Agreement at any time without penalty by giving thirty (30) days written notice to the Entity of such termination. Entity shall be entitled to payment for deliverables in progress to the extent work has been approved by FP&C and subject to the availability of funds.

ARTICLE XVI
AVAILABILITY OF FUNDS

16.1 The availability of funds set forth in the Funding Summary are subject to and contingent upon appropriation of funds by the legislature and, if applicable, issuance of a line of credit by the State Bond Commission.

ARTICLE XVII
ASSIGNMENT

17.1 Entity shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the FP&C.

ARTICLE XVIII
AUDIT

18.1 As provided in the Act, the Entity agrees to comply with the provisions of R.S. 24-513. The Act provides that no funds shall be released or provided to the Entity if, when and for as long as the Entity fails or refuses to comply with R.S. 24-513.

18.2 The Entity shall maintain appropriate financial records, and the State reserves the right to audit these records or require the Entity to provide an audit at any time. The Entity agrees to retain all books, records, and other documents relevant to this Agreement and the funds expended hereunder for at least three years after maturity of any Project Bonds, including bonds issued by the State to refinance such Project Bonds (such term of Project Bonds is expected to be not less than 20 years).

18.3 The Entity agrees to comply with the provisions of La. R.S.24:513 (H)(2)(e) and shall designate an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

ARTICLE XIX
REQUIRED MATCH

19.1 Pursuant to L.A. R.S. 39:112(E)(2), Entity agrees to provide a match of not less than twenty-five (25) percent of the total requested amount of funding except as provided in L.A. R.S. 39:112(E)(2)(e) or (f).

ARTICLE XX
AMENDMENT OF AGREEMENT

20.1 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties.

ARTICLE XXI
REVISIONS TO STATE FUNDING SUMMARY

21.1 FP&C may revise the Funding Summary based on the appropriation in the most current Capital Outlay Act and, if applicable, the issuance of a line of credit by the State Bond Commission.

ARTICLE XXII
PROJECT CLOSEOUT

22.1 The Entity shall submit to FP&C a final Request for Disbursement with all invoices, payment applications, change order, etc., on any contract for which FP&C has obligated funding. The Entity shall also submit to FP&C a statement that no additional funds are due to the Entity under this appropriation. Said final Request for Disbursement and statement shall be submitted not later than eighteen (18) months after the date of substantial completion or acceptance of the project.

22.2 Should the Entity fail to submit the final Request for Disbursement within the time period specified in Section 22.1, then FP&C will consider all obligations as being paid in full to the Entity and the project will be closed.

THUS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES: STATE OF LOUISIANA

BY: _____
ROGER E. HUSSER, JR.
FP&C DIRECTOR
DIVISION OF ADMINISTRATION

FP&C Witness #1 Sign Here

FP&C Witness #2 Sign Here

THUS DONE AND SIGNED, this _____ day of _____, 2023,
at _____, Louisiana.

WITNESSES: CITY OF MONROE

BY: _____
FRIDAY ELLIS
MAYOR

Entity Witness #1 Signature

Entity Witness #1 Printed Name

Entity Witness #2 Signature

Entity Witness #2 Printed Name

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. TWO (2) FOR THE SAUL ADLER RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT ADDING NINETY-EIGHT (98) CALENDAR DAYS TO THE CONTRACT TIME AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 2 adds ninety-eight (98) additional calendar days to contract time; and

WHEREAS, Change Order No. 2 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 2 for the Saul Adler Recreation Center Parking Lot Improvements Project.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of November 2023.

CHAIRPERSON

CITY CLERK

CHANGE ORDER

Order No. 2
Date: August 24, 2023
Agreement Date: April 24, 2023

NAME OF PROJECT: Saul Adler Recreation Center
Parking Lot Improvements
Project No. 1180601

OWNER: City of Monroe

CONTRACTOR: Benchmark Construction Group of Louisiana, LLC

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

Changes needed due to different site conditions encountered and extension of time due to the different site conditions.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE \$303,819.50

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 303,819.50

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

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 303,819.50

CHANGE TO CONTRACT TIME:

The CONTRACT TIME will be increased by 98 calendar days.

The date for completion of all work will be November 30, 2023

APPROVED BY:

RECOMMENDED BY: Chris W. Patrick
Chris W. Patrick, P.E.
Volkert, Inc.

10/31/2023
Date

ORDERED BY:

Authorized City Representative
City of Monroe

Date

ACCEPTED BY:

Zach Brister
Zach Brister, Owner
Benchmark Construction Group of Louisiana, LLC

10/31/2023
Date

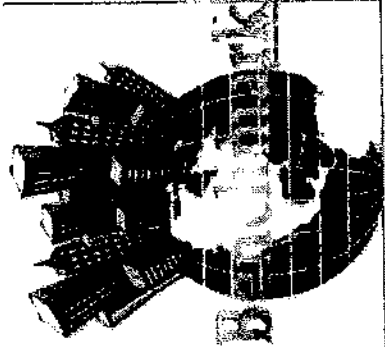
**SAUL ADLER RECREATION CENTER
PARKING LOT IMPROVEMENTS**

PROJECT NO. 1180601

ATTACHMENT FOR CHANGE ORDER NO. 2

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	DECREASE AMOUNT	INCREASE AMOUNT
202-02-06080	Removal of Concrete Combination Curb & Gutter	4	L.F.	\$15.00		\$60.00
707-03-00100	Combination Concrete Curb & Gutter	4	L.F.	\$30.00		\$120.00
822-02-00200	Conduit PVC/HDPE (1") and Pullbox	150	L.F.	\$5.00		\$750.00
S-005	Removal of Concrete (36 yards)	36	S.Y.	\$35.00		\$1,260.00
S-006	Add Select Fill (36 Yards)	36	C.Y.	\$21.00		\$756.00
CM-001	Contractor Markup @ 20%	JOB	L.S.	\$589.20		\$589.20
S-007	Scrape off Asphalt and Assist Loading City Tracks	34,920	S.Y.	\$0.75		\$26,190.00
CM-002	Contractor Markup @ 20%	JOB	L.S.	\$5,238.00		\$5,238.00
S-008	Reuse Existing Soil Cement Base, Install Crushed Stone in Damaged Base Areas, Grade Existing Parking Lot, Etc.	JOB	L.S.	\$65,044.20		\$65,044.20
303-03-00300	In-Place Cement Stabilized Base Course (8" Thick)	4,130	S.Y.	\$19.50	\$80,535.00	
S-003	Decrease Construction Allowance (Original Bid Amount \$20,000.00 less \$19,472.40 will be \$527.60)	JOB	L.S.	\$19,472.40	\$19,472.40	
TOTAL CHANGE ORDER AMOUNTS					\$100,007.40	\$100,007.40

THIS CHANGE ORDER RESULTS OF NO CHANGE TO THE CONTRACT AMOUNT OF \$0.00



Itemized Proposal - Change Order

August 21, 2023

Between the Owner: City of Monroe

And the Contractor: Benchmark Construction Group
382 Guthrie Rd
Sterlington, Louisiana 71280
United States
Res - 89029 Com - 47179
3183406377

For the Change Order: Remove and replace concrete barrier curb (4'). Remove concrete found above culvert and replace with fill 8'x40'. Relocate and extend conduit 150.

For the Project: Sal Adler Recreation Center Parking Lot Improvements

Listed below is an itemized description for the above-mentioned Proposal Request.

Description:

Remove and replace concrete barrier curb
Item 202-02-06080 4' @ \$15 = \$60
Item 707-03-00100 4' @ \$30 = \$120

Remove concrete found above culvert and replace with fill 8'x40'
Removal of concrete 36 yds @ \$35 = \$1,260
Replace with select fill 36 yds @ \$21 = \$756

Relocate and extend conduit 150'
Item 822-02-00200 150' @ \$5 = \$750

\$2,946 * 20% = \$589.20

Total Cost **\$3,535.20**

Additional Time of 10 days will be added to the Projected Completion Date to accommodate this Proposal Request.

INVOICE



Benchmark Construction Group
of LA LLC
302 Guthrie Rd
Sterling, LA 71290-3143
admin@benchmarkconstructiongroup.com
+1 (318) 340-6377

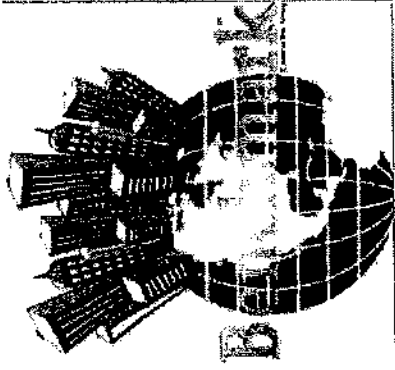
Saul Adler Community Center

Bill to
Saul Adler Community Center

P.O. Number: Change Order #1

Invoice details
Invoice no.: 1081
Terms: Net 30
Invoice date: 08/28/2023
Due date: 09/27/2023

Product or service	Amount
1. 00 Benchmark Labor Remove and Replace concrete barrier 4' Item 202-02-06080	4 units x \$15.00 \$60.00
2. 00 Benchmark Labor Remove and Replace concrete barrier 4' Item 707-03-00100	4 units x \$30.00 \$120.00
3. 00 Benchmark Labor Remove concrete found about culvert and replace with fill 8' X 40' = 320' Removal of concrete	36 units x \$35.00 \$1,260.00
4. 00 Benchmark Labor Remove concrete found about culvert and replace with fill 8' X 40' = 320' Replace with select fill	36 units x \$21.00 \$756.00
5. 00 Benchmark Labor Relocate and extend conduit 150' Item 802-02-00200	150 units x \$5.00 \$750.00
6. 20% Fee	1 unit x \$589.20 \$589.20
Total	\$3,535.20



Itemized Proposal - Change Order

August 21, 2023

Between the Owner: **City of Monroe**

And the Contractor: **Benchmark Construction Group**
382 Guthrie Rd
Sterlington, Louisiana 71280
United States
Res - 89029 Com - 47179
318-340-6377

For the Change Order: **Removal of asphalt to determine what needs to be removed.**

For the Project: **Sal Adler Recreation Center Parking Lot Improvements**

Listed below is an itemized description for the above-mentioned Proposal Request.

Description:

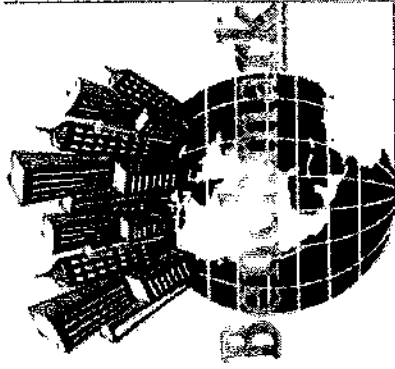
Scrape off asphalt to where is shows all base materials and load city trucks 34,920 SF @ \$.75 = \$26,190

Inspect base and verify soil cement locations and depths

\$26,190 * 20% = \$5,238

Total Cost **\$31,428.00**

Additional Time of 6 days will be added to the Projected Completion Date to accommodate this Proposal Request.



Itemized Proposal - Change Order

August 21, 2023

Between the Owner: **City of Monroe**

And the Contractor:

Benchmark Construction Group
382 Guthrie Rd
Sterlington, Louisiana 71280
United States
Res - 89029 Com - 47179
3183406377

For the Project: **Sal Adler Recreation Center Parking Lot Improvements**

Listed below is an itemized description for the above-mentioned Proposal Request.

Description:

- Surface file \$1000
- Remove damaged soil cement 5,966 SF @ \$1 = \$5,966
- Install fabric = \$2,500
- Install 8" of crushed stone 181 Y @ ^{92.50} \$146.50 = \$21,086.50 ^{92.50} \$16,742.50
- Install 2" of crushed stone on existing soil cement 254 Y @ ~~\$46.50~~ = \$28,591 ^{\$23,495.00}
- Grade parking lot \$4500

~~\$64,843.50~~ x 20% = ~~\$12,972.70~~
^{\$10,840.07}

~~\$65,044.20~~
^{\$77,572.20}

Total Cost

Additional Time of **45** days will be added to the Projected Completion Date to accommodate this Proposal Request. New completion date will November 14th if work begins by Oct. 1st.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE TASK ORDER NO. 15 WITH CSRS TO PROVIDE ENGINEERING AND OTHER PROFESSIONAL SERVICES RELATED TO THE DESIARD STREET IMPROVEMENTS (S. GRAND ST. TO N. 6TH ST.) PROJECT ON BEHALF OF DEDD AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe entered into a Master Services Agreement with CSRS for engineering and related services, which allows for the addition of projects and scope by task order;

WHEREAS, the Downtown Economic Development District desires to retain CSRS to provide engineering and other professional services related to the Desiard Street Improvements (S. Grand St. to N. 6th St.) Project and to pay for such services; and

WHEREAS, Task Order No. 15 to the Master Services Agreement is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute Task Order No. 15 to the Master Services Agreement between the City of Monroe and CSRS on behalf of the Downtown Economic Development District.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared adopted on the _____ day of November 2023.

CITY CLERK

CHAIRPERSON

November 8, 2023

Mr. Morgan McCallister, PE
City Engineer
City of Monroe, Louisiana
400 Lea Joyner Expressway
Monroe, LA 71201

**RE: Desiard Street Streetscape Final Design
Design Plans for Construction
CSRS Project No P22131.00.017**

Dear Mr. McCallister:

Pursuant to our recent discussions regarding the Desiard Street Streetscape Final Design, we are pleased to present our proposal for design plans, required engineering construction documents and technical specifications for public bidding. The attached Exhibit A outlines our services to bring the project to completion using a phased approach.

Should you have any questions, please contact us. Our proposal is valid for sixty (60) days from the date of this letter. Your signature below will serve as your general acceptance of the scope items and fees. We will follow up with a formal contract upon your acceptance of this letter agreement. Thank you for the opportunity to assist in developing this transformative economic project.

Respectfully,

CSRS, LLC



Taylor Gravois, PE, PLS, PMP
Principal – CSRS, LLC

by: Morgan McCallister

Date

Enclosures

- Exhibit A – Scope and Fee Outline
- Exhibit B – Proposed Project Schedule

TASK ORDER NO. 15

In accordance with the Master Services Agreement for professional services between City of Monroe ("CLIENT"), and CSRS, LLC (CSRS), a Louisiana corporation, dated June 28, 2022, this Task Order describes the Services, Schedule, and Payment Conditions for Services to be provided by the CSRS on the Project known as:

Task Order No. 15 - Desiard Streetscape Final Design, Design Plans for Construction

SERVICES. CSRS shall perform professional services and be the owner's representative for the Desiard Streetscape Final Design. These services include the following and are detailed further in Exhibit A:

- Phase I Final Design Plans for Construction
- Phase II Final Design Plans for Construction

SCHEDULE. The duration of this Task Order shall be fifteen (15) months from the Task Order execution date.

PAYMENT. CSRS is authorized to bill on a Lump Sum basis Four Hundred and Two Thousand Six Hundred and Seventy-Five Dollars (\$402,675) in accordance with the fee summary included in Exhibit A.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Task Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Task Order is acknowledged by the following signatures of the Authorized Representatives.

City of Monroe

CSRS, LLC



Signature

Taylor Gravois, PE, PLS, PMP
Principal, CSRS, LLC

Typed Name/Title

11/08/2023

Date of Signature

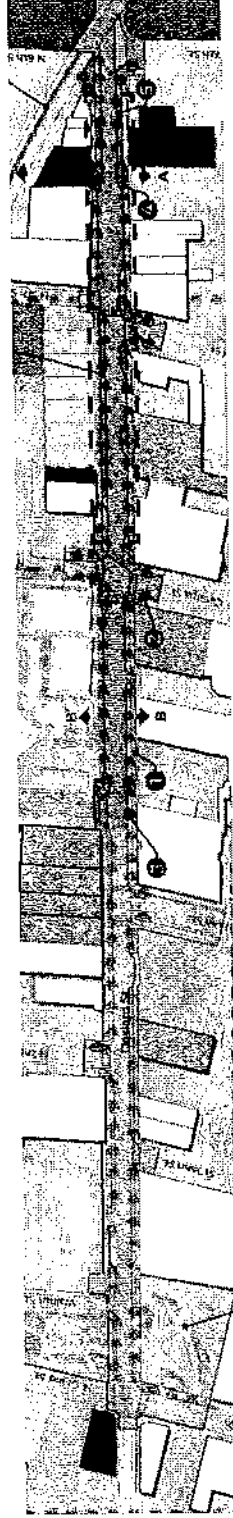
Date of Signature

Exhibit A

SCOPE AND FEE OUTLINE

Exhibit A Contents

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Desiard Street Streetscape Concept Plan

I. Background and Overview

City of Monroe (COM) is requesting engineering services for the Final Design of a Complete Streets approach and rehabilitation for roughly 5 blocks of Desiard Street through Downtown Monroe. A Conceptual Streetscape Design has been completed by CSRS, and it includes green infrastructure drainage improvements, drainage improvements to the existing storm drain system, street island bulb-outs with landscape plantings for on-street parallel parking, pedestrian scale furnishings and lighting, milling and new asphalt overlay, enhanced sidewalk widths with decorative pavers, and improved street intersection crosswalks for safe pedestrian connectivity.

The project will be designed and bid in two phases; this proposal is for the final design of two sets of design plans for construction. **The scope of each phase is to be agreed upon by the City of Monroe and CSRS, LLC based on what can be feasibly produced into a Phase I plan set to meet the expedited timeline.** The remaining project scope will be included in the Phase II plan set. An estimated Phasing breakdown can be seen below:

Phase Description	Desiard Street Streetscape Final Design Approx. Phase Length (LF)	Proposed Design	Total Estimated Construction Cost
Proposed Phase I Desiard Street – Walnut St. to N. 3 rd St.	~700'	Hardscaping features; minor drainage rehabilitation and inlet replacement	\$1,400,000
Proposed Phase II Desiard Street – N. Grand St. to Walnut St.; N. 3 rd St. to 6 th St.	~1400'	Hardscaping features; minor drainage rehabilitations and inlet replacement; added on- street parking; sidewalk cafes with awnings and lighting	\$3,000,000
Total Project Construction Cost Estimate			\$4,400,000

The CSRS team proposes to provide the following engineering and related services required to perform the Final Design of Desiard Street Streetscape including:

- Landscape Architecture Design
- Pedestrian Lighting Design (e.g. decorative lamp post lighting and café lighting)
- Minor Utility Relocation Design (e.g. re-routing service lines in conflict with proposed improvements)
- Aesthetic Traffic Signal Pole Updates (e.g. painting/decorative wrapping of poles)
- Final Design, Construction Plans, and Specifications
- Front-end Construction Documents as required for Bidding
- Construction Administration support inclusive of answering RFI's and approval of shop drawings

The following are **NOI** included in this scope of work but **CAN BE provided by CSRS and/or** specialty subconsultants as required/desired by project scope and/or client. CSRS will coordinate with the client and the specialty subconsultants as may be needed throughout the course of the project:

- Traffic Engineering Services
- Subsurface Utility Engineering (SUE) services
- Geotechnical Engineering Services
- Noise Analysis
- Extensive Utility Relocation Design (e.g. gravity or force main transmission line relocation)
- Roadway Lighting Design – this proposal assumes existing roadway lighting is sufficient and to remain in place.
- Construction Administration support services relative to the construction of the project; e.g. resident inspection services.

The services provided for City of Monroe under this scope of work will be in general accordance with the following standards and criteria:

- Guidance and direction from City of Monroe (COM) Engineering Department
- LADOTD Design Guidelines and Specification
- AASHTO Design Guidelines as applicable in absence of local design guidelines

Note: Based on our understanding of the funding sources for the project and based on prior meetings with the City of Monroe, we DO NOT intend to follow the National Environmental Policy Act (NEPA) process in conjunction with the design of the proposed improvements. We DO NOT intend to follow LADOTD plan submittal stages and/or graphic standards for plans. If COM requires us to follow the NEPA process and/or if the project must go through LADOTD for approval, we reserve the right to renegotiate our scope and fee.

II. Design Services Scope

Basic Design Services Scope

CSRS proposes preparation of final plans and front-end Construction Bid Documents for Desiard Street Streetscaping improvements described above. Final Plans for Phases I and II of the project will include:

Phase I Final Construction Plans

Phase I Submittals

Progress construction plan sets will be submitted to the client at the 90%, and 100% Completion milestones.

Phase I Progress Construction Plan Set Submittals

90% Final Design Submittal

The 90% Final submittal shall be prepared in general accordance with the project design guidelines and be submitted by 11/15/2023 to meet City of Monroe's requested timeline.

90% Final Plans

The 90% Final Plans submittal may consist of the following items, at the discretion of the Engineer, to meet the expedited timeline:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary Sheets
- Summary of Estimated Quantities
- Temporary Bench Marks and Reference Points
- Plan Sheets Showing Drainage Improvements (1" = 20' Scale)
- Summary of Drainage Structures Quantities
- Geometric Layout
- Pavement Markings and Permanent Signage
- Sequence of Construction and Construction Signing Layout
- Landscape Plan
- Details
- Standard Plans
- Specs/Special Provisions/Bid Forms

90% Final Design Deliverables

- Electronic copy of 90% Final design drawings
- 90% Final Construction Cost Estimate
- Front-end Construction Documents

100% Final Design Submittal

The 100% final design shall be complete with all front-end construction documents, special provisions, details, and drawings fully coordinated, and shall be ready for bidding. The Engineer will develop and coordinate the schedule of unit price work with the standard specifications and requirements of the project.

Louisiana DOTD Standard Specifications include the requirements, features, materials of construction, and related items desired by COM based on their experience and needs. The Engineer shall review each standard specification and prepare special provisions as necessary to address project-specific requirements. Special provisions shall be prepared in accordance with the format adopted by COM. Electronic versions of LaDOTD standard specifications will be made available to CSRS.

Additional special provisions may be issued by the COM during the project. Special provision sections shall be substantially complete and submitted along with a complete table of contents of the specifications and special provisions to be used for the project.

The Engineer shall prepare final estimates of construction quantities for all aspects of the project and will prepare an updated construction cost.

The Engineer will prepare the required documents to obtain approval of applicable governmental authorities having jurisdiction over the design and/or operation of the project and public and private utilities affected by this project.

The Engineer shall seal, sign and date all the Plans as Engineer of Record in the State of Louisiana in accordance with current state law. The Engineer will be directed in writing by the COM to proceed with bid phase services.

100% Final Plans Submittal

The 100% Final Design submittal may consist of the following items, at the discretion of the Engineer, to meet the expedited timeline:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary Sheets
- Summary of Estimated Quantities
- Temporary Bench Marks and Reference Points
- Plan Sheets Showing Drainage Improvements (1" = 20' Scale)
- Summary of Drainage Structures Quantities
- Geometric Layout
- Pavement Markings and Permanent Signage
- Sequence of Construction and Construction Signing Layout

- Details
- Standard Plans
- Subgrade Soil Survey Sheets (if required/provided by COM)
- Specs/Special Provisions/Bid Forms/Etc.

100 % Final Design Deliverables

- Electronic copy of the specification and special provisions table of contents, and draft special provisions and specifications in Microsoft Word format
- Electronic copy of the construction pay items and quantities in Excel format
- Electronic copy of 100% drawings in pdf format
- 100% Final Opinion of Probable Construction Cost
- Response to Comments from the 90% Final Plans Submittal

Phase II Final Construction Plans

Phase II Submittals

Progress construction plan sets will be submitted to the client at the 50%, 90%, and 100% Completion milestones. Phase II shall include the remaining Desiard Street Final Design scope of work not included in Phase I.

Phase II Progress Construction Plan Set Submittals

50% Final Design Submittal

The 50% Final submittal shall be prepared in general accordance with the project design guidelines.

50% Final Plans

The 50% Final Plans submittal shall consist of the following items:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary of Estimated Quantities
- Temporary Bench Marks and Reference Points
- Existing Drainage Map (if applicable)
- Design Drainage Map (if applicable)
- Plan Sheets Showing Drainage Improvements (1" = 20' Scale)
- Summary of Drainage Structures Quantities
- Pavement Markings and Permanent Signage
- Landscape Plan
- Lighting Plan
- Details
- Sequence of Construction and Construction Signing Layout

50% Final Design Deliverables

- Electronic copy of 50% Final design drawings
- 50% Final Construction Cost Estimate
- Hydraulic Calculations (if required)

90% Final Design Submittal

The 90% Final submittal shall be prepared in general accordance with the project design guidelines.

90% Final Plans

The 90% Final Plans submittal shall consist of the following items:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary Sheets
- Summary of Estimated Quantities
- Temporary Bench Marks and Reference Points
- Existing Drainage Map (if applicable)
- Design Drainage Map (if applicable)
- Plan Sheets Showing Drainage Improvements (1" = 20' Scale)
- Summary of Drainage Structures Quantities
- Geometric Layout
- Pavement Markings and Permanent Signage
- Landscape Plan
- Lighting Plan
- Sequence of Construction and Construction Signing Layout
- Details
- Standard Plans
- Subgrade Soil Survey Sheets (if required/provided by COM)
- Specs/Special Provisions/Bid Forms

90% Final Design Deliverables

- Electronic copy of 90% Final design drawings
- 90% Final Construction Cost Estimate
- Front End Construction Documents
- Response to Comments from 50% Final Plans Submittal

100% Final Design

The 100% final design shall be complete with all special provisions, details, and drawings fully

coordinated, and shall be ready for bidding. The Engineer will develop and coordinate the schedule of unit price work with the standard specifications and requirements of the project.

Louisiana DOTD Standard Specifications include the requirements, features, materials of construction, and related items desired by COM based on their experience and needs. The Engineer shall review each standard specification and prepare special provisions as necessary to address project-specific requirements. Special provisions shall be prepared in accordance with the format adopted by COM. Electronic versions of Louisiana DOTD standard specifications will be made available to CSRS.

Additional special provisions may be issued by the COM during the project. Special provision sections shall be substantially complete and submitted along with a complete table of contents of the specifications and special provisions to be used for the project.

The Engineer shall prepare final estimates of construction quantities for all aspects of the project and will prepare an updated construction cost.

The Engineer will prepare the required documents to obtain approval of applicable governmental authorities having jurisdiction over the design and/or operation of the project and public and private utilities affected by this project.

The Engineer shall seal, sign and date all the Plans as Engineer of Record in the State of Louisiana in accordance with current state law. The Engineer will be directed in writing by the Parish to proceed with bid phase services.

100% Final Plans Submittal

The 100% Final Design submittal shall consist of the following items in general compliance with the project design guidelines:

- Title Sheet
- General Notes
- Typical Section Sheets
- Summary Sheets
- Summary of Estimated Quantities
- Temporary Bench Marks and Reference Points
- Existing Drainage Map (if applicable)
- Design Drainage Map (if applicable)
- Plan Sheets Showing Drainage Improvements (1" = 20' Scale)
- Summary of Drainage Structures Quantities
- Geometric Layout
- Pavement Markings and Permanent Signage
- Landscape Plan
- Lighting Plan
- Sequence of Construction and Construction Signing Layout

- Details
- Standard Plans
- Subgrade Soil Survey Sheets (if required/provided by COM)
- Specs/Special Provisions/Bid Forms

100 % Final Design Deliverables

- Electronic copy of the specification and special provisions table of contents, and draft special provisions and specifications in Microsoft Word format
- Electronic copy of the construction pay items and quantities in Excel format
- Electronic copy of 100% drawings in pdf format
- 100% Final Opinion of Probable Construction Cost
- Response to Comments from the Plan-in-Hand Meeting and/or 90% Final Plans Submittal

Project Management and Coordination

CSRS will provide project management and coordination services as required for proper prosecution of the work and in general compliance with the project design guidelines. Project management and coordination activities will include (but not limited to) the following:

Work Planning and Coordination

CSRS will work with and coordinate with COM and required services and subconsultants (Geotechnical, Traffic, Environmental, etc.) to properly solicit and execute the required services to properly support the design of the project.

Project Schedule and Progress Reports

CSRS will develop and maintain a schedule in conjunction with and acceptable to the COM. CSRS will update the schedule accordingly at each of the design milestones for each of the project and submit a revised schedule to the Parish with each design milestone submittal.

Project Meetings

The anticipated project progress meetings to be conducted with the COM are provided below. Due to the aggressive timeline, COM is to be actively engaged through the duration of the project design and readily available to provide guidance/directive. CSRS will be responsible for preparing and delivering a record of memorandum of decision and action items to the meeting attendees within three (3) days after each memorandum meeting. Comments from the meeting participants will be addressed in a final record memorandum and distributed to all meeting participants within one week after the draft memorandum submittal.

Design Kick-Off Meeting (2 meetings - Phase I & Phase II) - The Engineer shall attend a kick-off meeting scheduled by the COM to identify key personnel, define responsibilities, and discuss procedures, standards, schedules, and program guidelines to be followed for:

- Review of existing project site and/or community context specific issues
- Review of project-specific technical issues
- Review of project-specific land acquisition, permitting and utility conflict issues, and permit application requirements

Design Coordination Meetings (~4 meetings)- Following a review period by the COM at submittal stages, design milestone meetings may be held, if necessary, between CSRS and the Parish to discuss the design packages and receive and resolve comments.

Design Progress Meetings (~4 meetings) – CSRS will participate in coordination meetings as necessary with the COM, and possibly other jurisdictional agencies to discuss and coordinate technical elements of the design and scope of services, design criteria, design alternatives, site issues and other relevant topics.

Plan-in-Hand (PIH) Meetings (2 meetings – Phase I & Phase II) -Following the submittal of the 90% Final Design Plans to the COM for both Phase I and II, CSRS will coordinate with the COM to discuss the results of the field review. The COM will review the project for constructability and identification of land, utility and permitting issues following the PIH review.

Services and Fee Summaries

Final Design Fee Summary

Phase	Task	Basic Design Fee Lump Sum
Phase I	Management and Meetings	\$16,960
	90% Final Design Plans	\$67,500
	100% Final Design Plans	\$54,560
Phase II	Management and Meetings	\$34,270
	50% Final Design Plans	\$97,005
	90% Final Design Plans	\$93,880
	100% Final Design Plans	\$53,500
Lump Sum Fee Grand Total:		\$417,675
Credit from T.O. 13 Remaining Fee		-\$15,000*
Grand Total Lump Sum Fee:		\$402,675.00

* \$15,000 credit to be deducted from fee. Approximately \$15,000 remaining from Task Order 13 Hydraulic Analysis phase to be used while waiting for T.O. 15 approval to maintain project schedule.

Excluded Services

CSRS specifically excludes Traffic Engineering services and Construction and Right-of Way acquisition services from the scope and fee contained herein. **We will provide a scope and fee proposal for Traffic Engineering services related to the pedestrian crossing signals and traffic signal improvements beyond aesthetic upgrades in the Phase II project scope for consideration at a later date.** We can provide a scope and fee proposal for Construction and Right-of-Way acquisition services as required/requested by the client for consideration as an additional service.

Exhibit B

PROPOSED PROJECT SCHEDULE

ID	Task Name	Task Mode	Duration	Start	Finish
1	Desiard Streetscape - Final Design	MS	364 days	Mon 10/2/23	Thu 2/20/25
2	Survey	MS	32 days	Mon 10/2/23	Tue 11/14/23
3	NTP	MS	0 days	Wed 11/1/23	Wed 11/1/23
4	Kickoff Meeting	MS	0 days	Wed 11/1/23	Wed 11/1/23
5	Phase I	MS	111 days	Wed 11/1/23	Wed 4/3/24
6	90% Final Plans/Specs/Estimate/DBE Goal	MS	25 days	Wed 11/1/23	Tue 12/5/23
7	COM Review Period	MS	5 days	Wed 12/6/23	Tue 12/12/23
8	100% Bid Set	MS	10 days	Wed 12/13/23	Tue 12/26/23
9	Bidding/Construction	MS	100 days	Thu 11/16/23	Wed 4/3/24
10	DEDQ Recommendation (DBE Committee Meeting)	MS	4 days	Thu 11/16/23	
11	COM Council Permission to Advertise	MS	1 day	Wed 11/22/23	Wed 11/22/23
12	Resolution approving Permission to Advertise	MS	4 days	Thu 11/23/23	
13	Advertisment for Bid	MS	30 days	Wed 12/27/23	Tue 2/5/24
14	Contractor's 10 Day Document	MS	10 days	Wed 2/7/24	Tue 2/20/24
15	Engineer's Bid Tab and Rec.	MS	2 days	Wed 2/7/24	Thu 2/22/24
16	Council Acceptance of Bid	MS	7 days	Fri 2/23/24	Mon 3/4/24
17	Council Resolution approving Acceptance of Bid	MS	3 days	Tue 3/5/24	Thu 3/7/24
18	Notice of Award to Contractor	MS	3 days	Fri 3/8/24	Tue 3/12/24
19	Contracts	MS	10 days	Wed 3/13/24	Tue 3/26/24
20	Construction Phase	MS	6 days	Wed 3/27/24	Wed 4/3/24
21	Pre-Con Meeting	MS	3 days	Wed 3/27/24	Fri 3/29/24
22	Construction NTP	MS	0 days	Fri 3/29/24	Fri 3/29/24
23	Mobilization	MS	3 days	Mon 4/1/24	Wed 4/3/24
24	Begin Construction	MS	0 days	Wed 4/3/24	Wed 4/3/24
25	Phase II	MS	260 days	Fri 2/23/24	Thu 2/20/25
26	50% Final Plans	MS	60 days	Fri 2/23/24	Thu 5/16/24
27	COM Review Period	MS	30 days	Fri 5/17/24	Thu 6/27/24
28	90% Final Plans/Specs/Estimate/DBE Goal	MS	49 days	Fri 6/28/24	Thu 8/29/24
29	Plan In Hand	MS	0 days	Tue 9/10/24	Tue 9/10/24
30	100% Bid Set	MS	90 days	Mon 9/30/24	Fri 11/8/24
31	Bidding/Construction	MS	125 days	Fri 8/30/24	Thu 2/20/25

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPoreal POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO KEVIN LEE, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 6, SQUARE 19, ALEXANDER'S ADDITION, OUACHITA PARISH, 3910 LEE, DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

**Lot 6, Square 19, Alexander's Addition
3910 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #53600**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2548 at page 800 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2017 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Foley L. Nash;

WHEREAS, the City of Monroe has made efforts to contact Foley L. Nash by registered mail and notification published in the News Star with no response;

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

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

WHEREAS, Kevin Lee has paid One Thousand Six Hundred Thirty-two and 93/100 (\$1,632.93) which includes Eighty Hundred Sixty-five and 93/100 (\$865.93) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

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

**Lot 6, Square 19, Alexander's Addition
3910 Lee Ave.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #53600**

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

ORDINANCE INTRODUCED on the ____ day of November 2023.

NOTICE PUBLISHED on the ____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2023.

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 AND REENACTING SECTION 4-15 OF THE CITY OF MONROE CODE RELATING TO ALCOHOL LICENSE FEES FOR NEW BUSINESSES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 4-15 of the City of Monroe Code, entitled "Same – Full fee regardless of date of commencement," currently requires the payment of a full alcohol license fee regardless of the date of the commencement of business;

WHEREAS, the payment of a full license fee regardless of the time of commencement disproportionately disadvantages and burdens new businesses that commence or are issued licenses for less than the entire year; and

WHEREAS, to alleviate these disproportionate burdens and incentive the creation of new businesses, the City desires to reduce the amount of fees for new alcohol licenses that are issued after July 1 of each year by half.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Section 4-15 of the City of Monroe Code is hereby amended and reenacted as follows:

Sec. 4-15 Same – Fees due upon issuance of alcohol license for new business.

- (a) In the event an alcohol license is issued for a new business after January 1 but before June 30 of any year, the full license fee shall be collected for that year.
- (b) In the event an alcohol license is issued for a new business after July 1 but before December 31 of any year, half of the license fee shall be collected for that year.

BE IT FURTHER ORDAINED, that this Ordinance shall become immediately effective upon final adoption of this Ordinance and the Mayor's approval.

This Ordinance was introduced on the _____ day of November 2023.

Notice published on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of November 2023.

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 REVOKING A PORTION OF ADAMS STREET FROM NORTH 14TH STREET TO NORTH 18TH STREET AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, James Machine Works has requested the revocation of Adams Street from North 14th Street to North 18th Street;

WHEREAS, this section of Adams Street, as shown on the attached plat and legal description, is an improved street located between North 14th Street and North 18th Street;

WHEREAS, the applicant owns the property on both sides of this section of Adams Street;

WHEREAS, once revoked, the right-of-way will revert to the adjacent property owner(s) with the City maintaining a servitude for utilities, drainage and emergency services; and

WHEREAS, the City of Monroe Planning Commission has recommended that this request be approved, with a 4-0-1 vote, at their August 28, 2023 meeting, with the condition that the City of Monroe and James Machine Works come to agreement for the City to maintain a right-of-way to maintain the drainage and utilities or at the expense of James Machine Works have platted out a servitude to do so. Also, the first responders will have access to this revocation.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Adams Street from North 14th Street to North 18th Street, as shown on the attached plat and legal description, is hereby revoked in accordance with the terms herein.

This Ordinance was introduced on the ____ day of October 2023.

Notice published on the ____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on ____ day of November 2023.

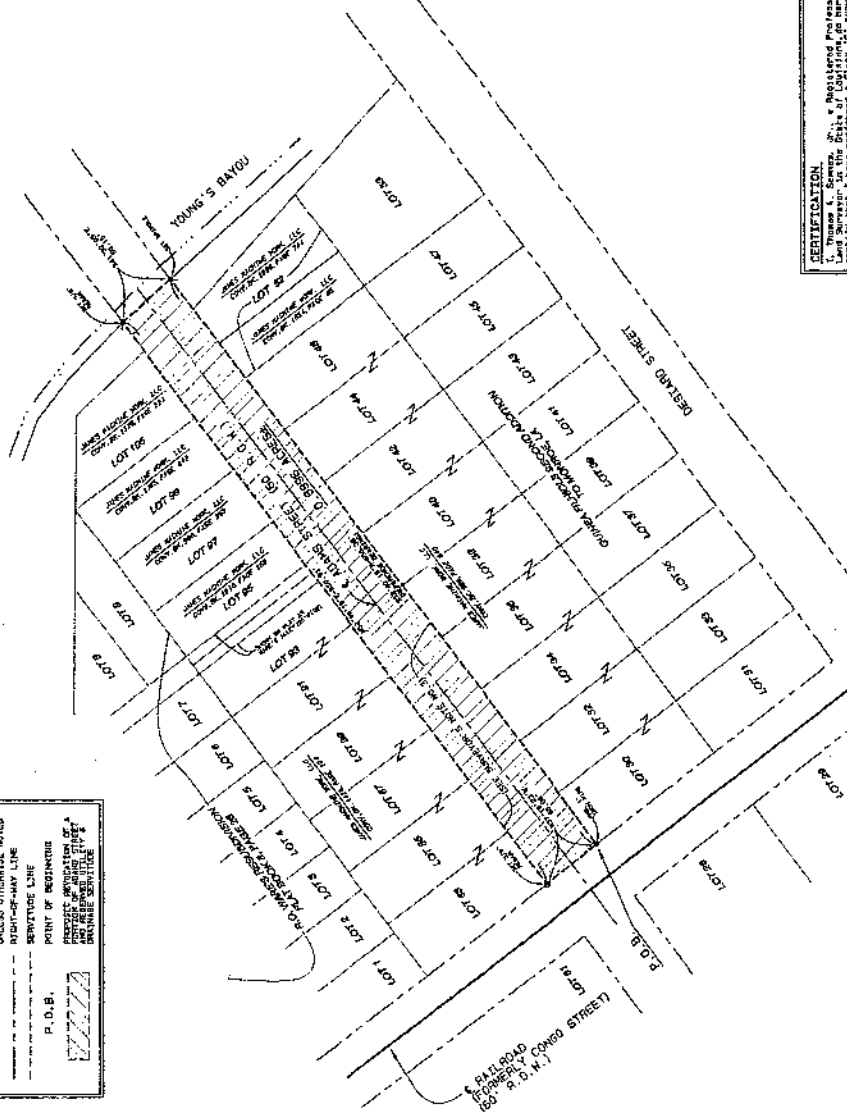
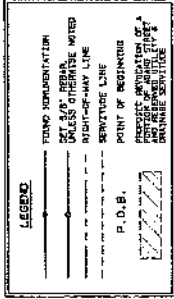
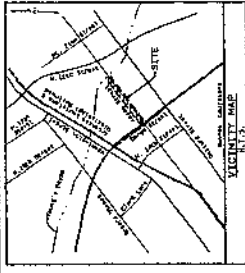
CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

SECTION 36, TOWNSHIP 19 NORTH, RANGE 4 EAST
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA



REFERENCE PLATS:

- 1) CHANCEY HERRON'S SECOND ADDITION TO MORRIS, LOUISIANA, BY J. L. RICHMOND, P. E., DATED OCTOBER 1, 1888.
- 2) THE SURVEY OF LOTS 35, 36, 37 AND 38 OF TOWNSHIP 19 NORTH, RANGE 4 EAST, LAND DISTRICT NORTH OF RED RIVER, PREPARED BY HERRON CIVIL ENGINEER, DATED JANUARY 1, 1933.
- 3) SURVEY OF LOTS 35, 36, 37 & 38 OF TOWNSHIP 19 NORTH, RANGE 4 EAST, LAND DISTRICT NORTH OF RED RIVER, PREPARED BY HERRON CIVIL ENGINEER, DATED JUNE, 1933.
- 4) P. O. B. & RELOCATION OF A PORTION OF ADAMS STREET TO FUTURE SITE OF MORRIS, LOUISIANA, BY HERRON CIVIL ENGINEER, DATED FEBRUARY 1, 1933.

SUBJECTABLE MATTER:

- 1) RECORDS AND HERRON HAVE BEEN RECORDED BY HERRON CIVIL ENGINEER, DATED FEBRUARY 1, 1933, DESCRIBING LOTS 35, 36, 37 & 38 OF TOWNSHIP 19 NORTH, RANGE 4 EAST, LAND DISTRICT NORTH OF RED RIVER, BEARING ALONG THE SOUTH LINE OF SUBJECT TRACT.
- 2) RECORDS FOR HERRON'S SECOND ADDITION TO MORRIS, LOUISIANA, BY J. L. RICHMOND, P. E., DATED OCTOBER 1, 1888, DESCRIBING LOTS 35, 36, 37 & 38 OF TOWNSHIP 19 NORTH, RANGE 4 EAST, LAND DISTRICT NORTH OF RED RIVER, BEARING ALONG THE SOUTH LINE OF SUBJECT TRACT.
- 3) THE SURVEY OF LOTS 35, 36, 37 & 38 OF TOWNSHIP 19 NORTH, RANGE 4 EAST, LAND DISTRICT NORTH OF RED RIVER, PREPARED BY HERRON CIVIL ENGINEER, DATED JANUARY 1, 1933, BEARING ALONG THE SOUTH LINE OF SUBJECT TRACT.
- 4) THE 80 FOOT WIDE STRIP WHICH HERRON WILL BE RELOCATING ALONG THE SOUTH LINE OF SUBJECT TRACT BEARING ALONG THE SOUTH LINE OF SUBJECT TRACT.

CERTIFICATION

I, Thomas A. Semmes, Jr., a Registered Professional Engineer in the State of Louisiana, do hereby certify that I have performed a Class 1 Survey in accordance with the Standards of Practice for Class 1 Surveys as set forth in the Rules and Regulations of the State Board of Registration for Professions and Occupations, and that the same are correct and true to the best of my knowledge and belief. My knowledge of this is a true and correct statement of fact.

THOMAS A. SEMMES, JR.
P. O. BOX 2433
MONROE, LOUISIANA 70001
STATE REGISTRATION NO. 1218 (817-304)



PROPOSED RELOCATION OF A PORTION OF ADAMS STREET

SECTION 36, TOWNSHIP 19 NORTH, RANGE 4 EAST
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA.

THOMAS SEMMES, JR.
PROFESSIONAL LAND SURVEYING CO., INC.
MONROE, LOUISIANA 70001

CREATED T.A.S. - J. D.M. - 11/27/2025
JOB NO. 2501
SHEET 1 - OF 2

November 7, 2023

JMW, LLC
Adams Street
Monroe, Louisiana

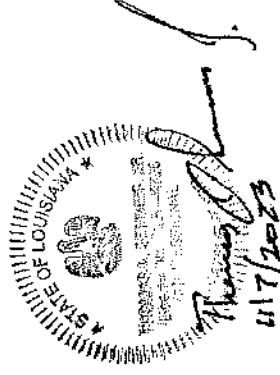
0.8996 Acres±

PROPOSED REVOCATION OF A PORTION OF ADAMS STREET

A certain tract or parcel of land situated in Section 56, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a 1" iron pipe found marking the Northwest corner of Lot 30, of Guinea Filhoils Second Addition to Monroe, Louisiana situated in Section 56, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, records of Ouachita Parish, Louisiana (said point at the intersection of the South right-of-way line of Adams Street and the East right-of-way line of Congo Street) for the **POINT OF BEGINNING**; thence proceed North 37 degrees 16 minutes 23 seconds West along the projection of the West line of said Lot 30 and the East right-of-way line of Congo Street, a distance of 60.00 feet to a 5/8" rebar set at the Southwest corner of Lot 83 and the North right-of-way line of Adams Street; thence proceed North 52 degrees 40 minutes 16 seconds East along the North right-of-way line of Adams Street, a distance of 650.91 feet to a set 5/8" rebar; thence proceed South 41 degrees 30 minutes 05 seconds East, a distance of 60.16 feet to a spindle set on the South right-of-way line of Adams Street; thence proceed South 52 degrees 40 minutes 16 seconds West along the South right-of-way line of Adams Street, a distance of 655.35 feet to the **POINT OF BEGINNING**, containing 0.8996 Acres, more or less, and being subject to all rights-of-way, easements, and servitudes of record and/or of use.

This description is based on the Boundary Survey performed and Plat prepared by Thomas A. Semmes Jr., Registered Professional Land Surveyor, dated November, 2023.





CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

August 28, 2023

City Hall

Monroe, Louisiana

RE: REV 100-23

APPLICANT: James Machine Works

MOTIONED BY: Mr. Joff Delcambre

SECONDED BY: Mr. Jamin Hall

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area is sufficient to justify the above request for the Revocation of a 60' by 1,195', more or less, portion of Adams Street, located between North 14th Street and North 18th Street. The street is located north of DeSiard Street, south Washington Street, east of North 14th Street and west of North 18th Street; and further providing with respect thereto. The commission recommends this application be approved, with the condition that the City of Monroe and James Machine Works come to agreement for the City to maintain a right-of-way to maintain the drainage and utilities or at the expense of James Machine Works have platted out a servitude to do so. Also, for the first responders will have access to this revocation.

The Monroe Planning Commission had a majority vote for approval of the application.

**City of Monroe
Planning Commission**

CASE NO: REV 100-23
NAME OF APPLICANT: JAMES MACHINE WORKS
ADDRESS OF PROPERTY: ADAMS STREET (Located between N. 14th and
N. 18th Street)
COUNCIL DISTRICT: 3

REQUEST: This is a request to revoke a portion of Adams Street, located between North 14th Street and North 18th Street.

PURPOSE OF REQUEST: To revoke a portion of Adams Street, from North 14th Street to North 18th Street.

SIZE OF PROPERTY: 60' x 1,195' (right-of-way)

PRESENT ZONING: I-1 (Industrial Business Park) District

PRESENT USE: Public right-of-way

MOST NEARLY BOUNDED BY (STREETS): North of DeSiard Street, south of Washington Street, east of North 14th Street and west of North 18th Street

SURROUNDING LAND USES: The surrounding land use consists of James Machine Works manufacturing in all directions.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

COMMENTS/RECOMMENDATIONS: The applicant is requesting to revoke a portion of Adams Street, located between North 14th Street and North 18th Street. The request is due to concerns for safety reasons. There are personnel and equipment vehicles that travel back and forth on Adams Street throughout the day. During the day vehicles travel at irate speeds, which could cause a tragedy at some point.

As per a traffic study completed by Lazenby Associates, it has been noted that no adverse impacts from closing Adams Street from North 14th to Young's Bayou to vehicular thru traffic. However, it is recommended that the City either retain the right-of-way or convert the right-of-way to servitude for existing drainage and utilities.

OPTIONS:

1. Approve the revocation of a portion of Adams Street, as presented.
2. Deny the revocation of a portion of Adams Street, as presented.



**LAZENBY
& ASSOCIATES, INC.**
CONSULTING ENGINEERS & LAND SURVEYORS

2000 NORTH 7TH STREET
WEST MONROE, LA 71291
PHONE 225/387-2710

July 28, 2023

Mr. C. Morgan McCallister, P. E., City Engineer
City of Monroe
802 North 31st Street
Monroe, LA 71201

James Machine Works

RE: Traffic Count
Adams Street
Monroe, LA 71201
L & A, Inc. Project No. 21E057.05 (006)

Dear Mr. McCallister:

At your request, we have estimated the amount of traffic generated by James Machine Works. Traffic was counted for approximately two (2) days at each end of the subject roadway, and the Average Daily Traffic (ADT) was calculated based on the actual time the counter was in place. The ADT at the intersection of Adams Street and North 14th Street was calculated to be 210 vehicles per day and 193 vehicles per day where Adams Street crosses Young's Bayou, for a total of 403 vehicles per day.

Based on the gross floor area of the major buildings (90,660 sf) at James Machine Works, the Trip Generation Manual would predict 331 trips to be generated. Compared to the combined ADT of the two counts (403), this is a reasonable estimation of generated trips. If you subtract the expected generated trips from the combined ADT counts, this leaves approximately 70 vehicles that should be considered the thru traffic that went across both counters. Understanding that these 70 vehicles crossed both counters, approximately 35 vehicles per day would be expected to be utilizing Adams Street that are not part of the James Machine Works operations.

The additional detour length for these 35 vehicles would be approximately 615 feet along North 18th Street, Desiard Street, and North 14th Street.

*
Based on the above information, I do not see any adverse impacts from closing Adams Street from North 14th Street to Young's Bayou to vehicular thru traffic. However, I would recommend that the City either retain the right-of-way or convert the right-of-way to servitude for existing drainage and utilities.

Should you have any questions or need any additional information, please contact me.

Sincerely,

LAZENBY & ASSOCIATES, INC.

James S. Ellingburg, P.E.

Copy: Angie Sturdivant, City Attorney, City of Monroe

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORNTON, P.E. • KEVIN E. CROSBY, P.E., P.L.S.
J. RYAN SPILLERS, P.E. • RANDY G. HARRISON, P.E. • JOSHUA D. HAYS, P.E. • RONALD J. RUGGIN, P.E., P.L.S.
JAMES S. ELLINGBURG, P.E. • WILLIAM L. DEAN, P.E. • JACOB H. LAWRENCE, P.E.



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPA/C/Geo, Map data ©2023 100 ft

Measure distance

Total area: 43,481.75 ft² (4,039.59 m²)

Total distance: 2,345.46 ft (714.90 m)

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 PROHIBITING PARKING OF CERTAIN COMMERCIAL VEHICLES AND CONSTRUCTION EQUIPMENT IN RESIDENTIAL AREAS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Chapters 24.5 and 33 of the City of Monroe Code contain general and specific prohibitions against the parking of certain vehicles on City of Monroe streets, lots, and parcels, but there is no specific prohibition against the parking of commercial vehicles and construction equipment within residential areas;

WHEREAS, the parking and storage of commercial vehicles and construction equipment, subject to limited exceptions, on streets, lots, and parcels of land within residential areas is incompatible with the zoning classification, is a hazard and a nuisance to the surrounding community, and causes obstructions and impediments to traffic; and

WHEREAS, the City of Monroe desires to enact provisions prohibiting the parking and storage of certain commercial vehicles and construction equipment within residential areas.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Section 33-64.1 of the City of Monroe Code is hereby enacted as follows:

Sec. 33-64.1 Parking of Commercial Vehicles and Construction Equipment Prohibited in Residential Areas

(a) *Prohibition.* No commercial vehicle, tractor, or trailer having a manufacturer's gross weight rating of 8,000 pounds or more or commercial construction equipment shall be parked or stored on any street, lot, or parcel of land in any residential district bearing a zoning classification of R-1, R-2, R-3, R-4, or RMH.

(b) *Exception.* This section shall not apply to the parking or storing of such commercial vehicle, tractor, trailer, or construction equipment in residential areas:

- 1) When the commercial vehicle, tractor, trailer, or construction equipment belongs to a public entity or emergency services provider, and its operators are in the performance of services for which they are responsible;
- 2) When the commercial vehicle, tractor, trailer, or construction equipment belongs or to a person, firm, or entity under contract with a public entity to perform public or emergency services during the time of such performance;
- 3) While making pickups or deliveries of goods, wares and merchandise from or to any building or structure located in such residential areas during the time of such pickup or delivery; and
- 4) During the actual and bona fide repair, alteration, remodeling or construction of any building, structure, or improvements located in such residential areas for which a permit has previously been obtained from

the City, so long as such activities are conducted diligently and without unnecessary delay.

(c) *Enforcement.* The prohibitions contained in this section may be enforced:

- 1) By the issuance of a parking citation or other authorized action under the provisions of this Chapter; or
- 2) Through code enforcement as a nuisance or nuisance vehicle under the procedures and processes for abatement of nuisances contained in Chapters 24 and 24.5 of this Code.

(d) *Penalties.* In addition to any other penalties, fines, costs, and fees incurred in the enforcement of these provisions or otherwise authorized by law, the penalty for violation of this section shall be \$200.00 per offense. Each commercial vehicle, tractor, trailer, or construction equipment parked in violation of this section shall constitute a separate offense, and each day a violation continues shall constitute a separate offense.

BE IT FURTHER ORDAINED, that this Ordinance shall become immediately effective upon final adoption of this Ordinance and the Mayor's approval.

This Ordinance was introduced on the ____ day of October 2023.

Notice published on the ____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on ____ day of November 2023.

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CHAIRPERSON