

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – SEPTEMBER 26, 2023, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MAYOR ELLIS:

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 SEPTEMBER 12, 2023:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
NONE.

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Accept the bids of Industrial Research Corporation, Allied Universal Corporation and TDC, LLC for the purchase of Water Treatment Chemicals for the City of Monroe as recommended by the Purchasing Division for a one (1) year term of the contract with the option to renew two (2) times if the prices remain the same. The Bid Tabulation is attached.

(b) Adopt a Resolution accepting the Base Bid of Byrnes Mechanical Contractors, Inc., in the amount of \$618,000.00 for the replacement of Air Handling Unit Civic Center Banquet Hall Project, and further authorizing an authorized 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 ARCO (The Arc of Ouachita) for a fundraiser/party (Sippin' with the Skillies) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the City of Monroe for (Rolling on the Riverfront) pursuant to Monroe City Code Sec. 12-231 D. (open container ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to enter into an Agreement with _____ to provide insurance for the Monroe Transit System and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

(a) Consider request from Tower Storage of Monroe/J. Gregory Hull for a Major Conditional Use Permit authorizing the use of this location (605 & 609 North 31st Street) to operate mini warehouses in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to enter into a Professional Services Agreement with Charles W. Herold III, APLC for Legal Services relating to the Kansas Lane – Garrett Road Connector Project (H.007300) and further providing with respect thereto.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution accepting and approving the Monroe Regional Economic Development Plan created under the United States Department of Agriculture (USDA) rural business development grant program.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to sign and accept a Louisiana Highway Safety Commission fy 2024 Traffic Safety Enforcement Grant and further providing with respect thereto.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to execute no cost Close Out Change Order No. One (1) for the Young's Bayou Retention Area Project, between the City of Monroe and Womack & Sons Construction Group, LLC at the request of Louisiana DOTD and further providing with respect thereto.

(b) Adopt a Resolution accepting as substantially complete work done by Womack and Sons Construction Group, LLC on the Young's Bayou Retention Area Project at the request of Louisiana DOTD and further providing with respect thereto.

(c) Adopt a Resolution accepting the Young's Bayou Retention Area Project, between the City of Monroe and Womack and Sons Construction Group, LLC, at the request of Louisiana DOTD, and further providing with respect thereto.

(d) Adopt a Resolution authorizing Mayor Friday Ellis to enter into a Cooperative Endeavor Agreement between the City of Monroe and the State of Louisiana through the Office of Community Development for the West Parkview Drainage Project and further providing with respect thereto.

(e) Adopt a Resolution accepting as substantially complete work done by Womack and Sons Construction Group, LLC for the Monroe Tire Storage Building Project and further providing with respect thereto.

(f) Adopt a Resolution authorizing a designated city representative to execute Change Order No. One (1) for the Hadley Trunk Sewer Emergency Repair Project to decrease the contract amount by \$234,075.00 and further providing with respect thereto.

(g) Adopt a Resolution accepting as substantially complete work done by Hemphill Construction Company, Inc. for the Hadley Trunk Sewer Emergency Repair Project and further providing with respect thereto.

(h) Adopt a Resolution authorizing Mayor Friday Ellis to execute Supplemental Agreement No. 6 between Volkert, Inc. and the City of Monroe for the Kansas Lane Extension Project Phase 1 (h.007289) 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 Katie Lee Banks, all rights, title, and interest that the City may have acquired to the Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition, Ouachita Parish, 1301 Georgia St., District 4, Monroe, La, by adjudication at Tax Sale dated July 13, 1999, and further with respect thereto. (legal)

(b) Introduce an Ordinance amending the Schedule of General Fees and Charges for certain Monroe Recreational Facilities, redesignating Aerobics as Instructor Led Programs, increasing the maximum allowable fee, and further providing with respect thereto. (Comm.Aff.)

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 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)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant – Sanjib Datta – (PUD/P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant – Cody Bauman/Biomedical Medical & Innovation Park – (PUD/P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt an Ordinance Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts Permitted and Conditional Uses and providing with respect thereto. (PUD/P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally Adopt an Ordinance accepting the donation from Vincent David Ditta to the City of Monroe of a 1.680 acre tract of immovable property needed for the Ruffin Drive-Water Distribution System Improvements Project and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
September 12, 2023
6:00 p.m.

The Honorable Chairman Gretchen 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 Mrs. Dawson.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Ms. Woods said good evening and thanked everyone for coming to the City Council Meeting. She said everyone could have been a lot of different places, but they chose to spend this time with the Council. She yielded her time to Mr. Edward (Chip) Taylor with the National Association for the Advancement of Colored People (NAACP) to talk about their upcoming meeting.

Mr. Taylor stated a lot of times when people are involved in different things, life happens and he has found when life happens to people, the first thing that comes out of their mouth is oh Jesus, where is the NAACP. He further stated when we see something happen we call on God first and then we call on those that can help us. He noted the NAACP is the oldest, most revered, and most feared civil rights organization on the planet. He said on September 28th in Marksville, LA at the Paragon Casino the NAACP will be having there 81st Annual State Conference. He said Reverend Alvin Sharp, Senior Pastor at Zion Traveler Baptist Church, will be bringing the message and there will be workshops on getting out to vote. He further noted registration is \$55 and he said if you want to make a difference in your community, you must be a part of your community.

Mr. Marshall thanked everyone for coming to the City Council meeting. He announced the I Am A Survivor Women's Health and Wellness Expo is on September 30th at the Legends Plaza Food Truck Park, 601 Texas Avenue, and there will be mammograms, vaccines, vision screening, cardio, mental health, financial literacy, and family support services starting at 9am. He further announced the Northeast Delta Human Services Recovery Day celebration is on Friday September 15th at Forsythe Park from 10am until 2pm for those who are recovering from whatever they have battled with. He said he would like to celebrate Wossman High School on their homecoming week and support them with their activities. He noted the Black Wealth Expo is on September 21st at the Monroe Civic Center at 5pm and the 5K Prostate Run with Omega Psi Phi will be Saturday at the Rivermarket Downtown starting at 5pm until 9pm. He further noted the Groundbreaking Celebration at the Renewal Center for the multipurpose dining hall facility will be on September 21st at 2pm, 722 Adam Street. On another note, Mr. Marshall said mental health is something that is near and dear to him. He said he just lost a friend yesterday and men are prideful and try to get through things on their own. He said they feel if they share certain things it makes them less than a man. He said he encourages everyone to talk to someone or get some counseling if you are going through something. He said most of those things you can't fight by yourself and not to feel less of a man talking to someone, and saying you're struggling will only make you stronger.

Mrs. Dawson said good evening to everyone, and she thanked everyone for attending the City Council meeting. She said Arts with Passion will be bringing a Broadway production to the Monroe Civic Center called "Memphis", a great show you do not want to miss. She said she is inviting everyone to purchase tickets at Artswithpassion.com and support that particular event to keep the arts going in the City. She noted on October 14th at 8:15am there will be an Alzheimer's Walk at the Louisiana Gardens Purchase and Zoo, and she said Alzheimer's is a disease that affects our community, and the walk will give enlightenment on what Alzheimer is about. She said a lot of people are dying from this disease and we need to know how to handle it. She further noted registration starts at 8:15am and you can look up her team on the Alzheimer's webpage at act.alz.org. She said you can join her team and her team page is Kema Dawson Monroe City Council District 5 and they are raising money for this disease. She said you can join her team or just give a donation.

Chief Jimmie Bryant, Operating Officer, sitting in for Mayor Friday Ellis stated there were no communications from the Mayor.

Upon motion of Mr. Harvey, seconded by Mr. Marshall the minutes of the Legal and Regular Session of August 22, 2023, were unanimously approved. (There were no public comments.)

PROPOSED CONDEMNATIONS:

The following condemnations were considered:

(1) 3814 Gayton (D3) (Owners - Charlon Yvette Brown Perkins, Jeremy C Perkins) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was given 60 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. Tommy James, Code Enforcement Officer, stated he spoke with the property owner, and they haven't done any work to the property in a while. They are asking that the property be condemned and give the owner 60 days to bring this property into compliance or forward to public works for possible demolition.

Ms. Woods wanted to know did the property owner ask for additional time.

Mr. James said yes, they did the windows, but they haven't done any work to the property. He said he told the property owner he would ask for 60 days to bring the property into compliance.

Ms. Woods wanted to clarify if there is progress on the property will the City give the property owner additional time.

Mr. James said that is correct.

Ms. Woods motion to condemn the property giving the owner 60 days to bring the property up to code and rid the property of obnoxious growth and debris.

(2) 507 Morrison (D4) (Owners – Herman & Bonnie Williams) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. James stated this is an open dilapidated structure and there has been no contact with the property owner. They are asking that the property be condemned and give the owner 30 days to bring this property into compliance or forward to public works for possible demolition.

Mr. Marshall motion to condemn the property giving the owner 30 days to bring the property up to code or demolish the Structure and clean the lot.

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved Resolution No. 8579 accepting the base bid of Rosenbauer, Minnesota LLC in the amount of \$906,993.00 for the Aircraft Rescue & Fire Fighting Vehicle (ARFF) Truck, and further authorizing an authorized city representative, to enter into and execute a contract for said work. (There were no public comments.)

Ms. Woods wanted to clarify the bid amount.

Mrs. Ezernack stated \$906,993.00.

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

(a) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved Resolution No. 8580 authorizing the purchase of annual renewal licenses for Microsoft Office 365 from Louisiana Procurement Contract #4400025990 and further providing with respect thereto. (There were no public comments.)

Department of Planning and Urban Development:

(a) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved to consider request from Pelican Roofing of Ouachita/Matt Roberts for a Major Conditional Use Permit

authorizing the use of this location (605 North 2nd Street) to have on-premises alcohol beverage sales and a bar in the B-2 (Neighborhood Business District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-2 (Neighborhood Business District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. (There were no public comments.)

Mayor's Office:

(a) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved Resolution No. 8581 confirming the appointment of Brandon Creekbaum as Monroe City Attorney and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mrs. Dawson seconded by Ms. Woods and unanimously approved Resolution No. 8582 authorizing a designated city representative to enter into a Cooperative Endeavor Agreement with the Miss Monroe Scholarship Pageant Organization Inc., and further providing with respect thereto. (There were no public comments.)

Department of Community Affairs:

(a) Upon motion of Ms. Woods seconded Mr. Marshall and unanimously approved Resolution No. 8583 authorizing a designated city representative to enter into a Cooperative Agreement Endeavor Agreement between the City of Monroe and Free Me Association d/b/a Monroe City Academy League (MCAL) and further providing with respect thereto. (There were no public comments.)

Fire Department:

(a) Upon motion of Mrs. Dawson seconded by Ms. Woods and unanimously approved Resolution No. 8584 authorizing a designated Monroe City Representative to purchase a Fire Pumper Truck off of the Louisiana Multiple Award Schedule Contract. (There were no public comments.)

Engineering Services:

(a) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution No. 8585 authorizing a designated city representative to execute Change Order No. One (1) for the City Street Striping Phase 5 Project, between the City of Monroe and Highway Graphics, LLC to adjust quantities to reflect as-built conditions and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution No. 8586 authorizing a designated city representative, to execute Change Order No. Six (6) for the Kansas Lane Ext (Old Sterlington-US 165) Phase 1, between the City of Monroe and the Department of Transportation and Development, and D&J Construction Company, LLC to add items for the removal of a gas pipeline that was to be removed by others and removable temporary pavement striping and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved Resolution No. 8587 authorizing a designated city representative to execute Change Order No. Seven (7) for the Kansas Lane Ext (Old Sterlington-US 165) Phase 1, between the City of Monroe and the Department of Transportation and Development, and D&J Construction Company, LLC to adjust contract quantities for excavation and embankment and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know what happen for an \$850,000 increase.

Mr. Morgan McCallister, City Engineer, said this is due to excavation and embankment necessity in certain stations throughout this project. He said he invited Mr. James Ellingburg, Lazenby & Associates Inc., to further explain and he said the City is roughly 140 days ahead of schedule on Phase 1 of this project, but they have run into some issues in the subbase material. He noted vegetative debris and organic debris needs to be taken out for the base material to make sure the roadway stays intact. He further noted that in regard to the price, a major portion of the funding for this project is from Capital Outlay and the remainder is funded through the Road Transfer Program.

Mr. James (Jim) Ellingburg, Resident Engineer, said they have found concrete debris that was buried, tires, and culverts. He said this is along the new alignment that they didn't know was there

before the purchase of the alignment. He said he thinks they would have spent just about this much money if they knew it was there.

Mr. Marshall wanted to know if this was along the corridor.

Mr. Ellingburg said this is from Highway 165 to the tree line that was removed by Womack & Son.

Mr. Harvey wanted to know if Mr. Ellingburg thinks they have all the roadway fill at this stage.

Mr. Ellingburg said yes.

Ms. Woods said when doing these types of projects, you never know what is going to be underground.

Mr. Ellingburg said that is correct and maybe some time in the future they can do some other investigation but with this project they are only able to bore about every thousand feet. He said none of those borings showed any kind of debris within their path and they weren't able to put that amount in the plan. He said the price the Council was given is an extension of the bid price.

Ms. Woods wanted to know if there is a possibility that they may run into this problem again.

Mr. Ellingburg stated they do not foresee having this issue anywhere else because the remaining work to be done is along existing routes. He further stated if the Council would like to ride through the site they can get in touch with him or Mr. McCallister.

(d) Upon motion of Mr. Marshall seconded by Mr. Harvey and unanimously approved Resolution No. 8588 authorizing a designated city representative, to execute Change Order No. One (1) for the Water Treatment Plant Improvements Monroe Potable Water Storage Tank Modifications, between the City of Monroe and Dixie Overland Construction, LLC to increase the contract price by \$20,489.00 and increase contract time by 64 calendar days and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mrs. Dawson seconded by Mr. Marshall and unanimously approved Resolution No. 8589 authorizing a designated city representative to enter into an Agreement for Professional Services on behalf of DEDD with ECS Southeast, LLP for Geotechnical and Subsurface Boring for the Monroe Marina and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know if the study of the Marina is to see the feasibility of putting it in.

Mr. McCallister said this is for the geotechnical investigation within the river max that is below the surface and that will be the anchor system of the dock. He said this is a proposal to do seven borings within that max to see what type of material their dealing with below the surface. He stated Downtown Economic Development District (DEDD) have bonded out for the funds for this project and they are paying for the Marina 100%. He further stated DEDD have already voted on this project, however, it has to come before the Council before they can sign off on it.

Ms. Woods wanted to clarify that the City is not outing any money and DEDD is paying for this project and its entirety.

Mr. Brandon Creekbaum, City Attorney, said this project is being paid for through the TIF funds that have already been allocated to DEDD.

(f) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved to Consider request from the Engineering Department for authorization for an authorized city representative to advertise for bids for the North 6th Street Improvements (Louisville Ave to Stubbs Ave) Project. The engineer's estimate is \$928,009.92. The DBE goal is 8.93% and the source of funds are the Capital Infrastructure Street Funds. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance revoking a 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) (There were no public comments.)

(b) Upon motion of Mr. Harvey seconded by Mr. Marshall and unanimously approved to introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant - Sanjib Datta - (PUD/P&Z)

Mrs. Ezernack asked Mr. Brandon Creekbaum, City Attorney, to explain to the Council what their options are on this item.

Mr. Brandon Creekbaum stated that zoning map amendments come to the City Council after the City of Monroe Planning Commission have reviewed and issued a recommendation on what they think the City Council should do. He said in this case this comes with recommendation from the plaintiff commission that the application be denied. He said the Council have independent authority to review and assess the application on its own by existing law. He further stated the Council's options are to approve the recommendations of the Planning Commission with conditions or deny it. He said the Council have two options, the ordinance can be introduced as is, approving or denying it until the Council comes back for final adoption, or to not consider the application further. He said then the ordinance that has been motioned and seconded would have to be amended to deny the introduction to the ordinance and accept the recommendation of the Planning Commission. He said the ordinance is written with the Council approving the application and rejecting the Planning Commission recommendation.

Mrs. Ezernack asked the developer to inform the Council about the project.

Mr. Sam Datta, 1051 MLK Junior Drive, said this is a 260 room hotel that use to be the Holly dome and he said the company is a private equity firm. He said they take these properties in the City and work with the zoning office to convert them into workforce housing. He said the property is to help working people with an income between \$25,000 to \$60,000 to have some affordability in the marketplace. He said they are converting the property into 185 apartments with amenities such as pet parks, children's park, two outdoor swimming pools, gym, movie hall, and a restaurant. He said they will do background checks on all tenants to make sure they have jobs.

Mr. Marshall wanted to know if there will be upgrades to the exterior.

Mr. Datta said yes, there will be a lot of changes to the exterior and they will be joining rooms and adding kitchens. He said the average room is between 500 square feet to almost a thousand square feet.

Mrs. Dawson wanted to know the reason the Planning Commission denied the rezoning.

Mr. Creekbaum stated the overarching concern seemed to be the increase in foot traffic along Highway 165 and the safety for the people crossing the roadways in that area. He said some of the other concerns were the lack of other R-4 high density residential zoning in the immediate area.

Ms. Woods stated since her meeting with the developer she has met with a number of her constituents, and she serves at the pleasure of the people that elected her. She further stated one of the major concerns was whether or not this property at a later time would turn into a Wisner Inn and the other part is the price.

Mr. Datta stated MyHome is a brand, when you have a brand you have standards, and they have no intention of selling these things. He further stated these properties are big and when the franchisees come in they want to see how they run it. He said they are keeping the studio rooms between \$700 to \$800 and the one bedroom \$900 to \$1300 which includes all utilities. He said they are helping tenants in many ways that may want to make this property home to make sure their credit isn't impacted. He said looking into utilities and amenities that are included this should be a very good attractive property and they generally target people who work, and this is not for big families.

Ms. Woods wanted to know the dimensions for the rooms.

Mr. Datta said at a minimum the rooms are about 400 to 500 square feet and the lowest one is 1,486 square feet. He said the hotel is open and they have a garden style in the middle and there are other amenities outside the home as well. He said the highest room is probably a thousand square feet which can be converted to one or two bedroom.

Ms. Woods wanted to know if the rooms will be repurposed to have walls or one big open space.

Mr. Datta said they have designed it to separate the bedrooms, the kitchen, and the living room

area. He said they have different designs and people can see it is separated.

Ms. Woods wanted to know if the kitchen will have a refrigerator and a stove.

Mr. Datta said full refrigerator and stove, but they generally see what people like. He said a two burner stove all electric which is also safer and a conventional oven that can air fry.

Ms. Woods wanted to know the cost to refurbish the property.

Mr. Datta said they are investing almost \$10 million with all the amenities.

Mr. Marshall wanted to know if they surveyed the market for the rental price point for that area.

Mr. Datta said absolutely, they will get to that, but they compared this to Georgia, Mississippi, and Tennessee, where they have properties and they started at this price point, and the tenants are paying more now. He said he is not expecting that here, because of the way they are investing, and they are trying to solve an issue in the middle class for people who are making \$20,000 to \$60,000. He said if they take a property like this and convert it they can bring the cost down and charge less.

Mrs. Ezerneck wanted to know how many projects Mr. Datta has been involved in, how many he still owns, what is the general holding time for these projects, and if this project will be an exception for the holding time.

Mr. Datta stated they have been in construction for many years, and he has been doing this since 1999. He said they use to buy C apartments making it B and hold it 2,3, and 5 years. He said in the last four years they change their mindset because they saw an opportunity in the marketplace with independently ran hotels abandonment. He said there are 100,000 hotels in this country and 30,000 are independent and most of them are not doing well. He said they launched their MyHome franchise brand, and they want to have around 20 of these properties in many cities. He noted the helping the hotel owners or other property owners to come use their brand to form a standard perspective that is the reason they want to hold on to the property a minimum of 10 years.

Mr. Verbon Muhammad, 203 Marx Street, stated he thinks it is very important the Council looks at this project carefully. He said the Holly Dome was once the jewel of the City and it has deteriorated over the years. He said people would have conventions, host conferences, and people would stay at the Holly Dome. He said he thinks that area at Interstate 20 and Highway 165 would serve a better purpose for a nice hotel, and he noted if it is turned into housing people have to get insurance. He further stated if Mr. Datta is looking to put \$10 million into something, it should be a hotel.

Mr. Christopher Orange Sr., 3901 Old Sterlington Road, wanted to know if there will be any provisions for the disabled or any tax advantages.

Mr. Datta said to address Mr. Muhammad's comment they did the research; this hotel has 260 rooms and wouldn't sustain in the City of Monroe. He said that disabled people and veterans are welcome at all the properties, and they make sure that the properties are all accessible.

(c) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved to Introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant - Cody Bauman/Biomedical Medical & Innovation Park - (PUD/P&Z) (There were no public comments)

(d) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts Permitted and Conditional Uses and providing with respect thereto. (PUD/P&Z) (There were no public comments)

Ms. Woods wanted to have a conversation on what this Ordinance is pertaining to.

Mr. Brandon Creekbaum stated this Ordinance also came from the Planning Commission were a developer wants to locate a mini warehouse facility in an existing E-3 zone. He said as part of the City's 2013 overhaul of zoning Ordinance the ability to place mini warehouse storage facility in a E-3 zone is no longer permitted use. He further stated the developer originally brought an application requesting the Planning Commission consider it be allowed conditional use in a zoning area which didn't fare well in front of the Planning Commission. He noted the Planning

Commission expressed significant concerns with the proliferation of many warehouse storage facilities and the lack of standards citywide. He said you might have one that blends in with the surrounding architecture and held to a high standard or a shabby facility that complies with code but isn't aesthetically pleasing. He further noted the Planning Commission expressed two concerns which were instead of a minor condition that only requires the Planning Commission approval to allow a B-3, a high populated business district, to do a major conditional use which would require separate Council approval. He said the Planning Commission expressed they would like to see some standards imposed on these facilities. He said following the Planning Commission meeting they brought it back as conditional use in a B-3 zone and the Legal Department looked at ordinances from surrounding communities and he took what he thought was the consistent best practices. He noted they looked at the developed supplementary standards that were applied to many warehouses city wide, so that when a developer comes to submit an application for a permit to build a warehouse they are subject to review by the Planning Commission and the City Council. He said to make sure if the mini warehouse facilities continue to built they're going to be standard high quality and fit in with the community to not cause any adverse consequences to neighboring property owners.

Ms. Woods wanted to know if this passed with the Planning Commission.

Mr. Creekbaum said yes, these changes passed unanimously.

(e) Upon motion of Mr. Harvey seconded by Mrs. Dawson and unanimously approved to Introduce an Ordinance accepting the donation from Vincent David Ditta to the City of Monroe of a 1.680 acre tract of immovable property needed for the Ruffin Drive-Water Distribution System Improvements Project and further providing with respect thereto. (Legal) (There were no public comments.)

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

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

(a) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved an Ordinance No. 12,190 extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant – Oaks Church/Steve Hall (P&Z) (There were no public comments)

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

(b) Upon motion of Mrs. Dawson seconded by Mr. Marshall and unanimously approved an Ordinance No. 12,191 to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant – Oaks Church/Steve Hall (P&Z) (There were no public comments.)

The Chairman opened the Public Hearing:

(c) Upon motion of Mr. Harvey seconded by Mrs. Dawson and approved an Ordinance No. 12,192 approving a proposed administrative reorganization and amending the City of Monroe Charter to provide for the reorganization of the Engineering and Planning and Urban Development Departments and further providing with respect thereto. (Ms. Woods nay)

Mr. Verbon Muhammad, 203 Marx Street, stated to propose the administrative reorganization he is okay with, but the Council is amending the City Charter. He said those that crafted the City Charter in the early seventies came up with a Charter for the City but now the Council is asking to amend the Charter without the citizen's approval. He further stated he thinks the City Attorney should look at this proposal before the Council acts on it because to take action without the input of the Monroe citizens is against the Charter.

Mrs. Ezernack wanted Mr. Creekbaum to address Mr. Muhammad concerns.

Mr. Creekbaum stated there are certain provisions to the City Charter that govern amendments to the Charter but there are specific provisions in the charter that allow certain changes to be accomplished by ordinance in the normal process. He said one of those things the City recently had before the Council was a change in the Mayor's and the Council's salary and another one from section 4 -11 which is the administrative reorganization provision which says the Council, within 60 days following its receipts of the reorganization proposal from the Mayor, shall either approve by ordinance or disapprove, but not amend except the written consent of the Mayor to proposed reorganization plan.

Mr. Muhammad stated for the record if the City Council is going to amend the Charter they must bring it before the citizens of the City of Monroe.

Mr. Christopher Orange Sr., 3901 Old Sterlington, stated he doesn't have a problem with the reorganization for streamlining and he said he wanted to be on the record to say streamlining is fine, as long as people aren't being pushed to the side as far as DBEs are involved. He said he hopes the public have open communication with the new City Attorney and he said he addressed his concerns with the previous City Attorney.

Ms. Woods stated streamlining concerns her more than anything else and she said unfortunately when you start streamlining processes she thinks sometimes this could potentially get the City in trouble. She further stated one of the example Mr. McCallister gave at the last meeting was the drainage impact.

Mr. Morgan McCallister, City Engineer, said he referenced drainage impact statements last Council meeting, and every developer submits a site development permit packet and there are different items that must be addressed, and one thing is a drainage impact statement. He stated a drainage impact statement is backed up by various degrees depending on the engineer, what methodology is use for final data, and the calculations that back up the information on the drainage impact statement. He said the City of Monroe drainage impact statement is three to four pages and the developer provides general information such as where the project is located and what are the existing conditions. He said most engineers use the rationale method to compare the existing value with the proposed run off value. He said the City tries to maintain zero impact which for example, if you have a vacant lot with grass and you put a parking lot or roof area, you are increasing the runoff, it will hit the drainage quicker than it had before. He said the City Engineer has the liberty to say whether the drainage has to be retained or detained. He said a full blown drainage impact study costs \$2,500 to \$3,500 and even more depending on which engineer. He said for some developers if there was a previous development in that area there is no reason for full blown report. He said using his experience he is able to not put that burden on the developers and he his done it on numerous occasions. He said there are other instances when the developer ask if they can not do retention or detention but have them do a drainage impact statement which is required. He noted he is not saying he knows everything, but he is an experienced engineer, therefore, he understands when someone can move forward without a drainage impact statement. He further noted at the last meeting streamlining was a hot topic and what everyone was concerned about, but he said there is a large development that is coming to the City of Monroe that is a critical project to the area that will bring in 300 jobs, great salary, and a wonderful addition to the City of Monroe. He noted for this upcoming project everyone throughout the other divisions have heard from him in regard to this project, to stay on top of this project, and get everything that is needed. He said he was one of the last to approve this project because he has held this company to the exact same standards as he holds everyone else too. He said the goal is a two week turn around and he didn't give his final approval until about four weeks, and he communicated back and forth with the company in regard to their drainage, their platting, the easements they are seeking, and even their driveway. He said if the reorganization moves forward he wants things to move fast and things be streamlined, however, this is one example where he is holding a company that everyone may be concerned about losing to the same standards as everyone else and he will do that across the board.

Ms. Woods stated that shows a lot of integrity on Mr. McCallister's part, which she appreciates but the question comes to mind what happens when the next engineer comes. She further stated the City is changing the Charter base on Mr. McCallister's experience.

Mr. McCallister stated he can't answer for any future engineers, but he would hope he or she would be qualified. He further stated it is not about opinions and experience and there are a set of ordinances that are in place and a team that is around, and he doesn't make every single decision alone.

Mr. Creekbaum stated this is not much of a position or a person related move but about the process as a whole. He said the process at various stages is fragmented and the application comes into one department, they're reviewing some things, and then it's kicked over to another department which is causing delays in the timeline. He said there has been some frustration reported from the developers because there is information that gets lost in the cross departmental reviews. He said part of the Mayor's letter sent for proposed reorganization is to make this process more efficient and the process is cabined within one area and there's not cross departmental tension with things going back and forth.

Ms. Woods stated she totally understand the process of improvement, but she said the language that is in the Ordinance does say administrative reorganization and amend the City Charter. She stated for the record in the Charter section 7-04 Amending or Repealing the Charter basically it

talks about if you do this, then you have to take it to a special election.

Mr. Creekbaum said section 4-11 this is accomplished by Ordinance, administrative reorganization the same as other provisions of the Charter.

Ms. Woods said she thinks the fact that the ordinance says reorganizing “and” amending instead of saying or is something she wanted to state for the record.

Mr. Marshall noted he had the opportunity to speak with Mr. McCallister and Ms. Ellen Hill, Director of Planning and Urban Development, and he thinks all sides are pretty much okay with the move, but he thinks there were some concerns during the change which he has heard before. He said he thinks when the City is making these changes the City should make sure all parties involved are on board. He said Ms. Hill does a lot of great work for the City and Mr. McCallister does as well and they don't want to discredit anyone. He further noted coming from the Planning and Zoning Board he has heard some concerns coming from both parties but when the City makes a change, he wants everyone to understand why they are making that change.

Ms. Woods stated the correct terminology that she meant to say is the City has a material modification which concerns her because section 4 says one thing and section 7 is saying something different. She further stated when we use the word amend or repeal she thinks that's when we put ourselves at risk for having to have a special election.

Mr. Harvey noted he has looked at the Charter and it spells out exactly how to deal with things like the City is doing. He further noted he received plenty of calls over the last 24 hours and ultimately he approach many problems like a system because people move over time, and this somehow became about people when you hear a lot of the chatter. He said systems are systems and we acknowledge the inefficiencies in our systems, and he appreciates any effort to try and solve that.

Mrs. Dawson stated the City is in the 2000's and sometimes we have to move and change with the times. She further stated she has gotten a lot of phone calls regarding the process since she has been on the Council, and she said most of the time when she gets phone calls, she transfers the calls to Engineering. She noted she is all for this being streamlined to help the people in the City to get things done in a quick manner with quality service.

Mrs. Ezernack noted it's about the people of the community and making sure they're moving their project forward. She said as for the City projects being open brings in sales tax and things of that nature. She further noted time is money and if someone's project gets delayed for any reason, that's costing them money because they can't open their doors. She said she thinks the process improvements will become a great benefit to our community over time. She said they all get concerns from their constituents and the City will still have hiccups but it's about the process, the organization, and the people in the community.

The Chairman closed the Hearing seeing no one come forward.

(d) Upon motion of Mr. Harvey seconded by Mr. Marshall and unanimously approved an Ordinance No. 12,193 amending and adjusting the City of Monroe Operating Budget for the fiscal year 2023-2024. (Admin.) (There were no public comments.)

The Chairman opened the Public Hearing:

(e) Upon motion of Mr. Harvey seconded by Mrs. Dawson and approved an Ordinance No. 12,194 to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant – City of Monroe/Transit (P&Z) (Ms. Woods nay)

Mr. Eugene Payne, 1705 Reed Street, said the project can be confusing to the public because it hasn't been explained where the funds are coming from. He said there has only been one request from the Federal Transit Administration (FTA) for an electric bus and the public hasn't had any answers about this project. He said people know how he feels about the Transit management system, and he just doesn't trust them to handle such projects.

Mr. Marc Keenan, Transit General Manager, stated the City has been working on this \$5.5 million project since 2019 which requires a little over 4 million in federal dollars. He further stated of the \$4 million the City has all but \$100,000 allocated for those funds and project.

Mrs. Ezernack wanted to know if Mr. Payne's question was answered.

Mr. Payne said he knew where the funding was coming from, which was supposedly the FTA but there has only been one request.

Mrs. Stacy Rowell, Director of Administration, noted there are about four different grants funding this project and the City is only responsible for 20% of the \$5.5 million.

Mr. Payne said the City is using 80% to purchase the land and it is not clear who is going to fund that project. He said the rest of the project such as the building hasn't been mentioned.

Mrs. Ezernack said it is her understanding that all but \$100,000 for this particular project the City has the funding already from different grants.

Mr. Payne wanted to know if the grants are coming from the FTA.

Mrs. Ezernack noted the grants are coming from various entities.

Mr. Keenan stated 80% of the cost is coming from the federal government.

Mr. Payne wanted to clarify that the funding is coming from the FTA.

Mr. Keenan said the Louisiana Department of Transportation and Development (DOTD) and it has to come through the State, but it is Transit dollars.

Mr. Brandon Creekbaum, City Attorney, said the ordinance is a zoning map amendment and the property has already been purchased.

Mr. Payne said the public is still confused on the funding to purchase the property.

Mrs. Ezernack said from what she is understanding the project has already been funded. She said the Council is amending the zoning and she wanted to know if Mr. Payne had any questions about the zoning.

Mr. Payne said no.

The Chairman closed the Hearing seeing no one come forward.

Ms. Woods stated for the record she is opposed to moving the bus terminal from downtown. She said she feels that if the City leaves the terminal downtown because the City is looking to bring Amtrack here, it makes more sense to have them closer to each other. She said they would be one or two blocks from each other opposed to being ten blocks. She further stated she believes the terminal right now is at North 4th and the City is talking about moving it to North 18th. She said the City have several housing developments downtown, one of which is for seniors and a lot of seniors aren't mobile and they use the transit system to move back and forth. She said she thinks it would put the seniors at an imposition and a lot of people use transit to go to their jobs and with that being said she voted no.

CITIZENS PARTICIPATION

(1.) Lester Pastor, 100 South Point Drive Apt. 301, stated on March 14th he passed out the order of Court of Appeal to the City Council and the Mayor. He said the order of Court of Appeal is his right to appeal a case that the Monroe City Court should have never had this case before their court. He further stated an order for new proceedings has not taken place and the document he passed out to the Council is from Attorney Nancy Summersgill saying she dismissed the Order of Court of Appeal which is a violation of the law. He said at the last City Council meeting Mr. Harvey stated for the record the City Council and the Mayor have nothing to do with the Order of Court of Appeal being carried out. He said the City Council and the Mayor took an oath for office and the Mayor hired Attorney James Pierre who refused to carry out the Court of Appeal. He said Mr. Pierre was hired by the Mayor and when he refused to do his job it is up to the Mayor to inform him that he must obey the law. He said if the Mayor doesn't do it, it is up to the City Council. He said the order of Court of Appeal is rule of law which is supposed to lift law above politics and every powerful person and agent in the land. He said he will continue to protest to demand that this order is carried out.

There being no further business to come before the council, the meeting was adjourned at 7:30 p.m., upon motion of Mr. Harvey and it was seconded by Mrs. Dawson.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary



CITY OF MONROE

ADMINISTRATION
Purchasing / Warehouse

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

June 27, 2023

Carolus Riley, City Council Clerk

RE: Water Treatment Chemicals
COM Bid Reference No. 2024-00000018

Bids were received and opened for the purchase of Water Treatment Chemicals in the City of Monroe Purchasing Division on June 7, 2023. The term of the contract is for one (1) year and with the option to renew two (2) times if the prices remain the same.

We have attached the Bid Tabulation for your files. The Purchasing Division recommends that this bid be awarded on a split-low basis to Industrial Research Corporation, Allied Universal Corporation, and TDC, LLC based on the bid tabulation. The suppliers have submitted all the required paperwork.

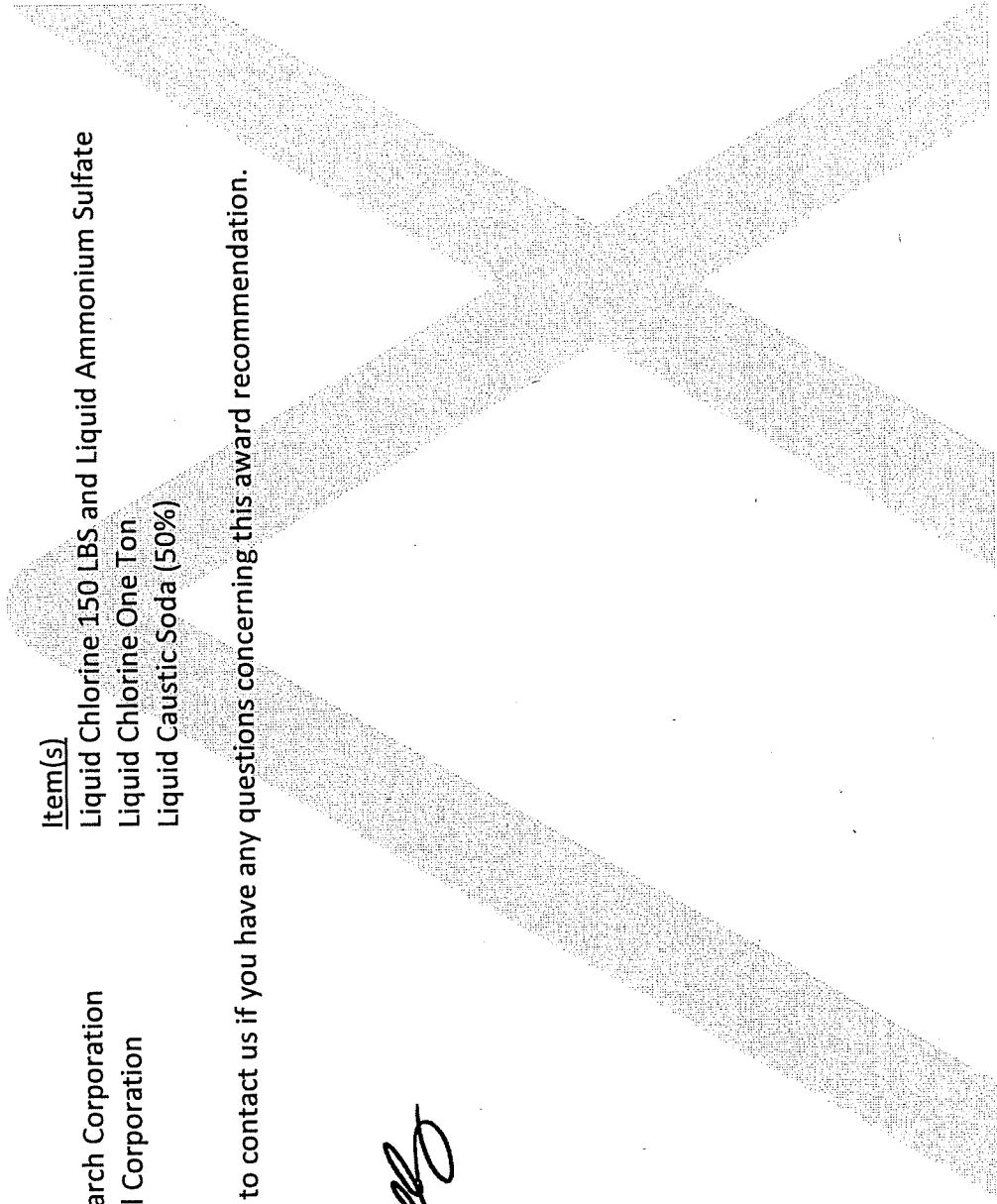
Bid award as follows:

<u>Vendor</u>	<u>Item(s)</u>
1. Industrial Research Corporation	Liquid Chlorine 150 LBS and Liquid Ammonium Sulfate
2. Allied Universal Corporation	Liquid Chlorine One Ton
3. TDC, LLC	Liquid Caustic Soda (50%)

Please do not hesitate to contact us if you have any questions concerning this award recommendation.

Sincerely,

Curt Kelly
Director of Purchasing



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 BYRNES MECHANICAL CONTRACTORS, INC., IN THE AMOUNT OF \$618,000.00 FOR THE REPLACEMENT OF AIR HANDLING UNIT CIVIC CENTER BANQUET HALL PROJECT, AND FURTHER AUTHORIZING AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of Byrnes Mechanical Contractors, Inc., in the amount of \$618,000.00 for the Replacement of Air Handling Unit Civic Center Banquet Hall 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 the designations in accordance with state law for sales tax-exempt purchases on this project.

BE IT FURTHER RESOLVED that an authorized city representative, be and is authorized and empowered to execute a contract with Byrnes Mechanical Contractors, Inc., on behalf of the City of Monroe for said services.

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.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO ARCO (THE ARC OF OUACHITA) FOR A FUNDRAISER/PARTY (SIPPIN' WITH THE SKILLIES) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, ARCO (The Arc of Ouachita) applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, a Fundraiser/Party "Sippin' with the Skillies", to be held Thursday, October 12, 2023 from 6pm until 10pm. The exception is for 2320 Tower Drive and will occupy Newk's and CC's Coffee and they are requesting the outside travel lane in front of the two establishments to be closed to ensure patrons safety, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that ARCO (The Arc of Ouachita), be and is hereby granted a permit for a special event, a Fundraiser/Party "Sippin' with the Skillies", to be held Thursday, October 12, 2023 from 6pm until 10pm. The exception is for 2320 Tower Drive and will occupy Newk's and CC's Coffee and they are requesting the outside travel lane in front of the two establishments to be closed to ensure patrons safety. There will be off-duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

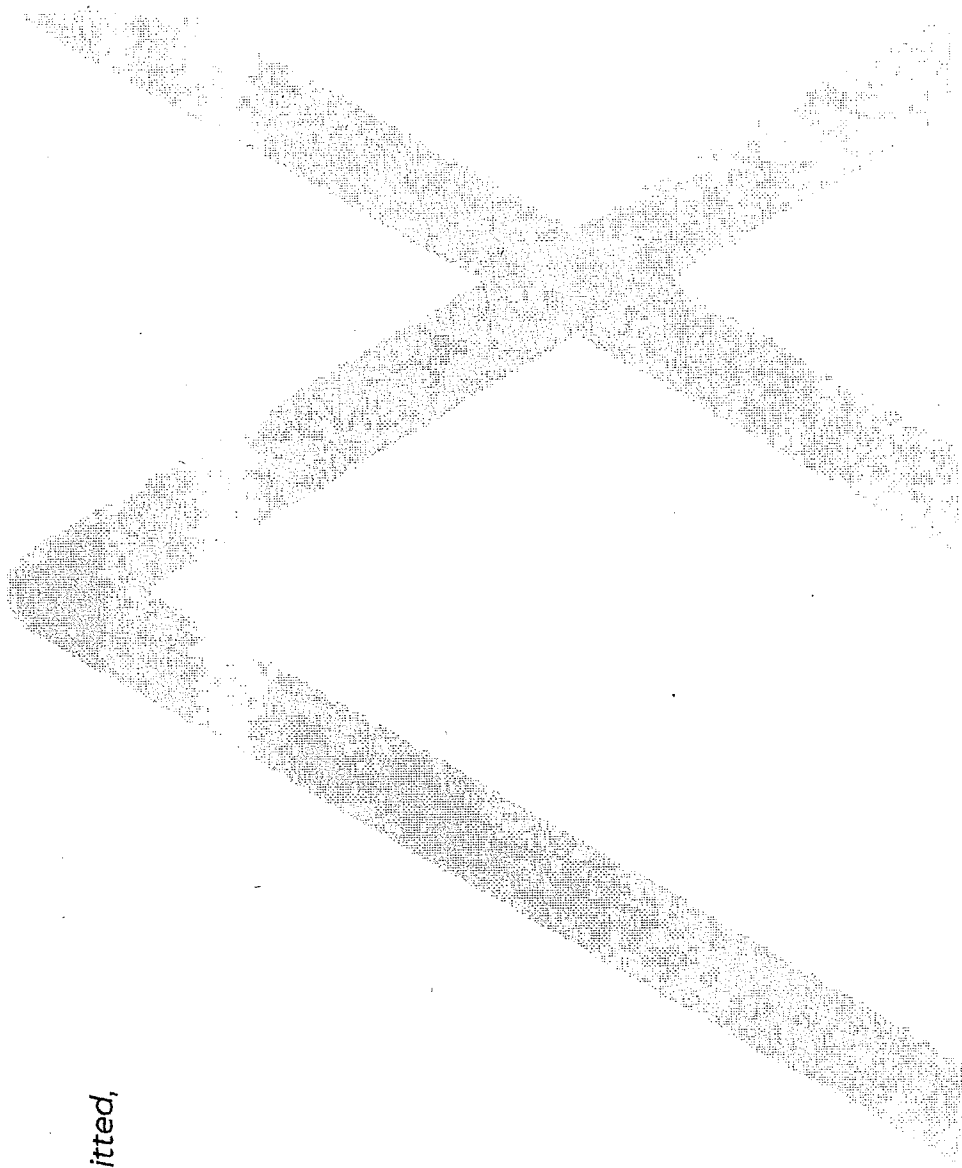
P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: ARCO (The Arc of Ouachita)

Sir,

ARCO is hosting "Sippin with the Skeletons" on Thursday, October 12, 2023. This fundraiser/party event will take place at 2320 Tower Drive. The event will occupy Newk's and CC's Coffee. The event will be from 6:00-10:00 p.m. They're expecting 200 individuals to be in attendance. They want to shut down the outside travel lane in front of the two establishments to ensure the safety of the patrons. Alcohol will be consumed outside the businesses. The no objection letter is attached from the mayor's office. This event will be placed on the council's agenda. They will be applying for their ATC permit. They will hire two off-duty officers.

Respectfully submitted,
Cpl. Heckard





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2023

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
201 Energy Parkway, Suite 402
Lafayette LA 70508

INSURED
The Arc of Ourachita dba ARCO
3101 Mercedes Drive
Monroe LA 71201

CONTACT NAME: Michelle Prince
PHONE: 337-706-9081
FAX: 337-706-9081
EMAIL: MPrince@higginbotham.net
ADDRESS: INSURER(S) AFFORDING COVERAGE

INSURER A.: Berkshire Hathaway Specialty Insurance Company
INSURER B.: Louisiana Workers' Compensation Corporation
INSURER C.:
INSURER D.:
INSURER E.:
INSURER F.:

NAIC #
22276
22350

COVERAGES **CERTIFICATE NUMBER:** 1057948101 **REVISION NUMBER:**

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

INSR. CL. #	TYPE OF INSURANCE	ADJUSTER (INSURER)	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Lib. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 30,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		47SPK25814007	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (per one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOF AGG \$ 3,000,000 Professional Lib \$ \$1M/\$3M COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A			47RWS-258141-07	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A			47SUM25814207	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B			144776-S	7/1/2023	7/1/2024	X PER STATUS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sippit' with the Skellies--October 12, 2023
City of Monroe, Fat Pelican, Fort Miro Foods (Newk's Eatery); North Louisiana Coffee House (CC's Coffee House); Holyfield Construction, Inc.; Northeast Louisiana Children's Museum

CERTIFICATE HOLDER

City of Monroe
400 Lea Joyner Expressway
Monroe LA 71201
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

September 6, 2023

To Whom It May Concern:

It is my understanding that ARCO & The Children's Museum will be hosting an event, "Sippin' with Skellies" on Thursday, October 12, 2023, from 6:00-10:00pm. The event will be held at Pavilion Circle behind CC's Coffeehouse, located at 2320 Tower Drive, Monroe, Louisiana, 71201. Alcohol will be served at the event.

ARCO & The Children's Museum will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROELA.US

RESOLUTION

State of Louisiana

No. _____

City of Monroe

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CITY OF MONROE FOR THE ROLLING ON THE RIVERFRONT PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, “Rollin’ on the Riverfront” at the RiverMarket, scheduled for Saturday, October 21, 2023 from 4:00pm - 8:00pm 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 City of Monroe, Louisiana, in legal session convened, that the City of Monroe, be and is hereby granted a permit for a special event, “Rollin on the RiverFront” at the RiverMarket, scheduled for Saturday, October 21, 2023 from 4:00pm – 8:00pm. The security and crowd control will be coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRMAN



CITY OF MONROE



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

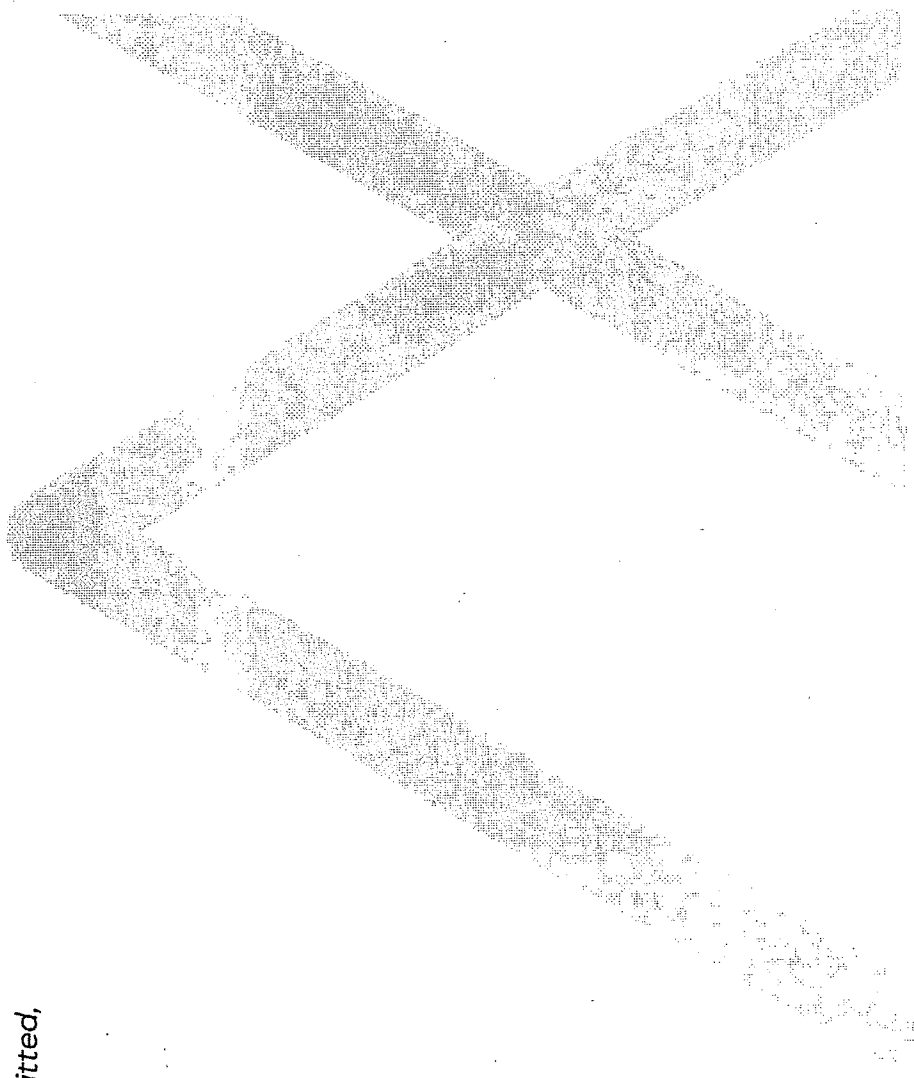
P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610

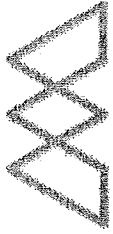
To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Rollin on the Riverfront (The City of Monroe)

Sir,

The Mayor's Office is hosting "Rollin on the Riverfront" on Saturday, October 21, 2023. The event will be held at the downtown river market. The event times are 4:00-8:00 p.m. They're expecting 300 individuals to attend this event. Alcohol will be sold and consumed. There will be live music, art, food, and a cocktail/mocktail competition. This will be placed on the council's agenda for the open container exemption letter. They will hire two officers for this event.

Respectfully submitted,
Cpl. Heckard





FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

September 20, 2023

To Whom It May Concern:

On Saturday, October 21, 2023, the City of Monroe will be hosting Rollin' on the Riverfront at the RiverMarket from 4 to 8 pm. The event will include live music, food, art, a mocktail-cocktail competition, and so much more!

The Mayor's Office is requesting an open container for the RiverMarket on this date.

Sincerely,

Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROE.LA.US



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO
ENTER INTO AN AGREEMENT WITH _____ TO
PROVIDE INSURANCE FOR THE MONROE TRANSIT SYSTEM AND FURTHER
PROVIDING WITH RESPECT THERETO.**

WHEREAS the City of Monroe currently insures the Monroe Transit System through Traveler's Insurance, and the existing insurance policy expires September 30, 2023; and

WHEREAS, the City of Monroe desires to enter into an agreement with _____ to provide insurance for the Monroe Transit System; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into an insurance agreement with _____ to provide insurance for the Monroe Transit System.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of September 2023

CHAIRPERSON

CITY CLERK



CITY OF MONROE

Engineering
Department

Memorandum

Date: 9/19/2023
To: Morgan McAllister, Engineering Dept.
From: Alyeasha C. Adams, Sr. Planner
Subject: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the September 26, 2023, meeting.

Conditional Use Permit (Major)
(CUP 112-23)

Tower Storage of Monroe
Attn: J. Gregory Hull
1251 Fulton Drive
Monroe, LA 71201

This is a major conditional use permit to allow the applicant to operate mini warehouses. The property is located at 605 & 609 North 31st Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require a second level of approval; therefore, this request comes before the City Council for their approval in addition to that of Planning Commission.

Mini warehouse: A structure that rents individual compartments for the purpose of storing personal property and complies with the supplementary use standards set forth in Section 37-92(n). Individual compartments shall not exceed three hundred fifty (350) square feet.

Planning Commission recommends approval with a 5-0-1 majority vote, with the condition that it must have final approval by City Council with amendments, and they cannot change any designs that have been presented.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use

standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.

- e. Any adverse impacts on adjacent properties attributable to the major or major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

The appropriate material is attached for Mayor Friday Ellis and Ms. Carolus Riley
Memorandum CAG 09/26/2023



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 18, 2023

City Hall

Monroe, Louisiana

RE: CUP 112-23

APPLICANT: Tower Storage of Monroe

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mrs. Pamela Hill

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use (Major) to operate mini-warehouses at 605 & 609 North 31st Street and recommends the application be approved, with the condition that it must have final approval by City Council with amendments, and they cannot change any designs that have been presented.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 112-23
NAME OF APPLICANT: Tower Storage of Monroe/J. Gregory Hull
ADDRESS OF PROPERTY: 605 & 609 North 31st Street
COUNCIL DISTRICT:

REQUEST: A Major Conditional Use Permit (CUP) to allow the applicant to construct mini-warehouses in the B-3 (General Business/Commercial) District. The property is located at 605 & 609 North 3rd Street.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to construct climate-controlled mini-warehouses.

SIZE OF PROPERTY: 1.03-acres (more or less)

PRESENT ZONING: B-3 (General Business/Commercial) District

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS): South of Armand-Connector, north of Kilpatrick Boulevard, east of Armand Street and west of North 31st Street.

SURROUNDING LAND USES: The surrounding land use consists of commercial, medical/dental office spaces in all directions; with vacant land to the south, east and west.

ADVERSE INFLUENCES: Increase in traffic for the area.

POSITIVE INFLUENCES: Development will generate taxes for the city.

COMMENTS/RECOMMENDATIONS: The applicant is requesting to construct a 35,000 square foot metal building. The buildings facade will be made with brick/stucco construction. This request will meet the use standards set for the Comprehensive Zoning Ordinance Section 37-92 (n) Mini warehouses. It is in keeping with the professional design, aesthetics, and presentation to the surrounding developments in the area. The building will be 100% climate-controlled mini-warehouse storage units, in one facility. There will be approximately 250 units, with various dimensions.

CUP 112-23
Tower Storage of Monroe/J. Gregory Hull

This facility will be enclosed with an 8' tall metal fence, with two (2) computer-controlled sliding gates for secure tenant access. Ten (10) parking spaces are required on-site for the development.

There are approximately four (4) existing mini-warehouse facilities within a one (1) mile radius.

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request. The future land use for this area is geared towards urban mixed-use interests.

The two (2) lots will need to be consolidated, in order to create one (1) single lot of record. This will eliminate the building being built across a property line.

Renderings have been included for your review.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.

**CUP 112-23
Tower Storage of Monroe/J. Gregory Hull**

- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.



PUBLIC WORKS
Water Treatment

Sean L. Benton, Interim Public Works Director

May 31, 2023

Ms. Jennifer L. Causey
jeremy@bayoukubota.com

RE: Water Service for N 31st St Parcels 65466/65467

Ms. Causey:

Please be advised that the City of Monroe has adequate water capacity and is willing to provide water service to meet the needs of N 31st St Parcels 65466/65467. The City will own, operate, and maintain the water system located in the City right of way that will provide service to this location.

Should you have any questions or need any additional information, please contact me at any time.

Sincerely,

A handwritten signature in black ink that reads 'Sean L. Benton'.

Sean L. Benton
Interim Public Works Director



May 31, 2023

*Jennifer Causey
John Rea Realty*

Proposed Commercial Development
North 31st Street Parcels 65466/65467

Entergy Louisiana, Inc. has provisions to provide electrical service to the proposed location mentioned above.

All Entergy facilities whether overhead or underground will be front-lot construction Or road-side construction. We will not serve a facility from the rear if we cannot maintain it. There will be a cost required for three phase.

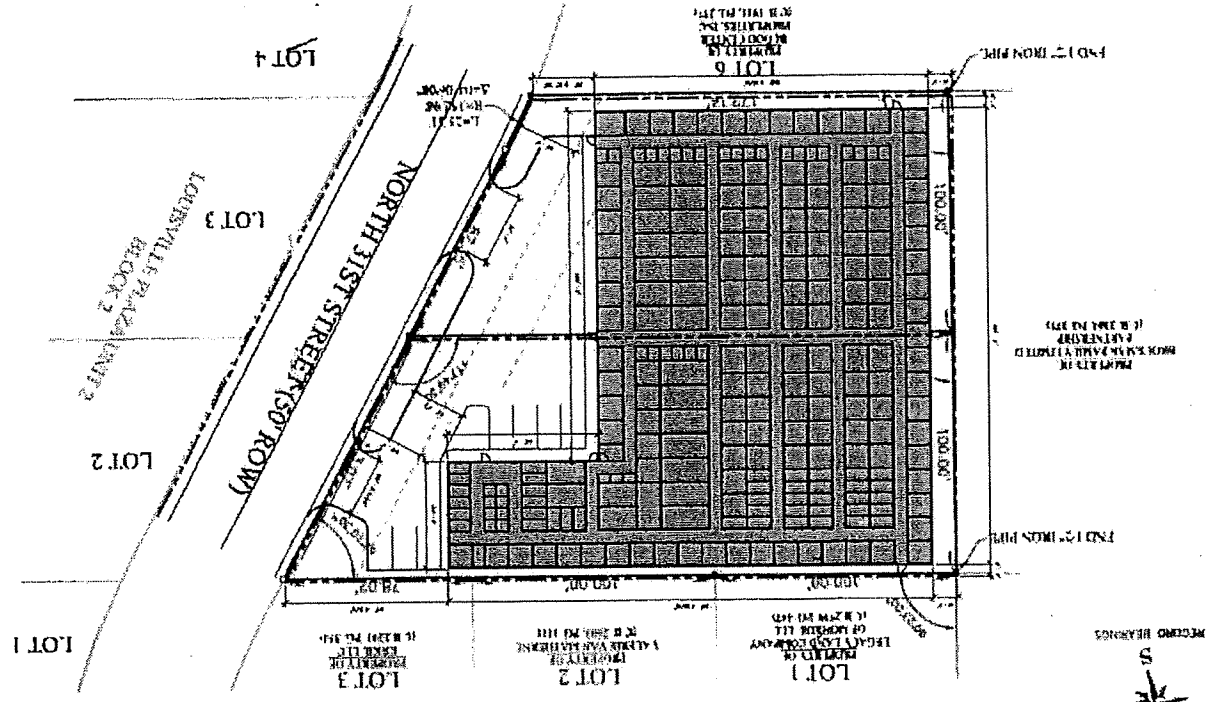
Please notify Entergy in sufficient time for us to coordinate all necessary activities to accomplish a smooth startup.

We are looking forward to working with you.

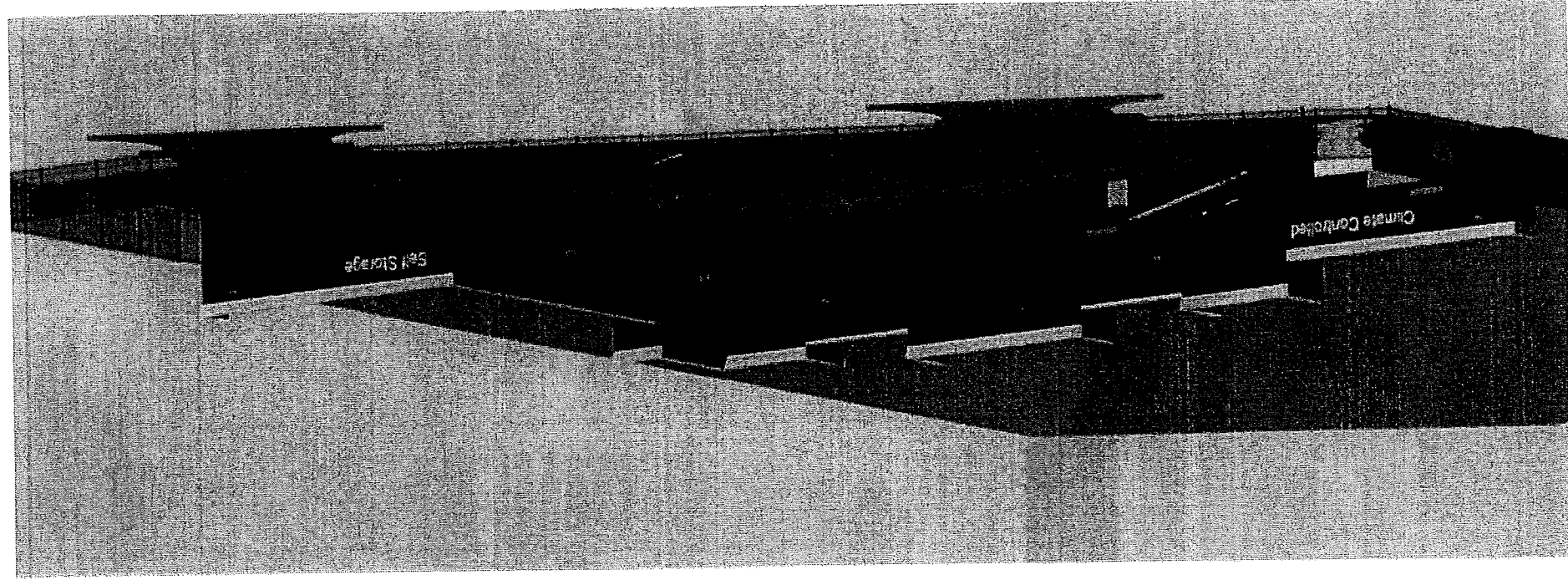
Yours very truly,
Cindy Gordon
Entergy Louisiana LLC
Customer Service Manager
318-329-5508

As shown a road easement is shown adjacent to the
 subject work, located & proposed at location shown on the
 site plan. The location of this easement is not to be
 construed as a guarantee of its location or width. The
 location of this easement is shown on the site plan.
 The location of this easement is shown on the site plan.
 The location of this easement is shown on the site plan.

1
 OVERALL SITE PLAN
 1" = 20' 0"

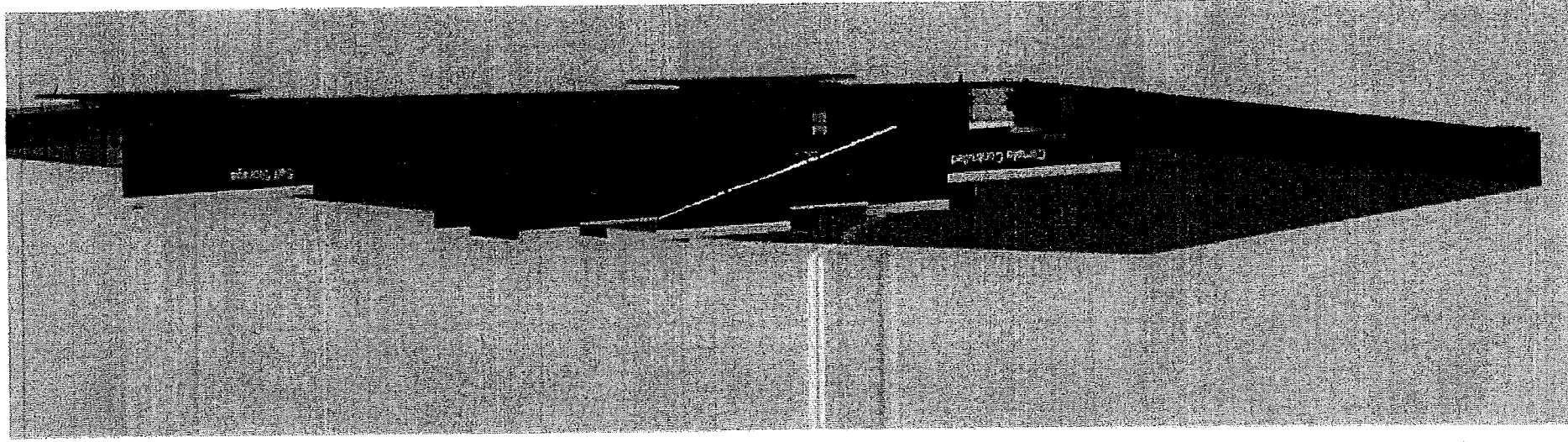


01.1	OVERALL SITE PLAN	5/23/2023	REVISIONS	23-002323	NEW BUILDING FOR TOWER STORAGE MORROE LA
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9/8/23, 1:38 PM



Ouachita Parish
Assessors Office
Stephanie Smith, Assessor



Date Created: 9/12/2023
Created By: actDataScout

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

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RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES W. HEROLD III, APLC FOR LEGAL SERVICES RELATING TO THE KANSAS LANE – GARRETT ROAD CONNECTOR PROJECT (H.007300) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Charter requires City Council approval to hire outside legal counsel;

WHEREAS, attorney Charles W. Herold, III has assisted the City of Monroe and its affiliated entities with acquisition matters on state and local projects, including expropriation proceedings;

WHEREAS, the City desires to hire Charles W. Herold III, APLC to assist the City with acquisition and expropriation matters related to the Kansas Lane – Garrett Road Connector Project (H.007300); and

WHEREAS, all legal services provided will be in coordination with the City of Monroe Legal Department.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe that Stacey Rowell, Director of Administration, is hereby authorized to enter into an Agreement between the City of Monroe and Charles W. Herold III, APLC, as outlined in the attached engagement letter.

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

AYES:

NAYS:

ABSENT:

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

COUNCIL CLERK

CHAIRPERSON

Charles W. Herold, III
charles@cheroldlaw.com

CHARLES W. HEROLD III, APLC
ATTORNEY AT LAW
2022 Forsythe Avenue
Monroe, Louisiana 71201

(318) 387-8331
(318) 387-0075

September 1, 2023

Writer's email: charles@cheroldlaw.com

Via Email (brandon.creekbaum@ci.monroe.la.us)

Mr. Brandon Creekbaum
Ms. Angie Sturdivant
City of Monroe - Legal Dept.
400 Lea Joiner Memorial Expy.
Monroe, La 71201

ATTORNEY CLIENT ENGAGEMENT LETTER

RE: City of Monroe
Kansas- Garrett Interchange Project

Dear Brandon and Angie:

This letter follows my telephone conversation with Brandon on September 1, 2023, wherein we discussed my representation of the City of Monroe in expropriation matters related to the Kansas- Garrett Interchange Project.

It is my practice to execute an attorney client engagement letter confirming the terms of representation and to let my clients know exactly what to expect regarding billing for services rendered. Please carefully review the terms of engagement set forth herein. I will bill the City \$250.00 per hour, on a tenth of an hour basis, for time worked on a monthly basis. I will send my bills for payment to the above address unless you direct me otherwise.

I will ask you to directly pay all associated costs and expenses. If I advance any costs and expenses, I will bill you for them. Some of the costs and expenses that I anticipate will be incurred in this case may include, but are not limited to, court filing fees, sheriff and service fees, discovery expenses such as court reporter fees, courier fees, overnight delivery, etc.

This case may require retaining expert(s) and the City will be responsible for engaging and paying all experts retained to work on the expropriation cases.

My goal is to provide the highest quality and efficient representation possible. I may choose to associate other counsel to assist me where appropriate. I encourage you to call when you have a question or if you would like to discuss the case, as I place a high priority on communication. I will provide you with periodic status reports as requested and I will not engage in settlement negotiations without your authority. If you call and I am not in, please speak to my secretary, Lisa McKeithen, as she will be familiar with the matter and may be able to answer your questions. Please feel free to communicate directly with her where you feel appropriate.

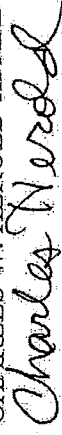
It is my policy to forward copies of all correspondence, pleadings and other documentation relating to the case for your file. If you prefer to receive them only by email, please let me know and I will comply with your wishes.

Finally, if you are in agreement with the terms of engagement set forth herein, please sign and date this engagement letter below and return it to me.

I look forward to working with you on these important cases.

Sincerely,

CHARLES W. HEROLD III APLC



By: Charles W. Herold, III

I am in agreement to the terms of this Attorney Client Engagement Letter including the compensation of counsel, Charles W. Herold III as described herein.

City of Monroe, Louisiana

By: _____ Date _____
Angie Sturdivant, Monroe City Attorney

Brandon Creekbaum, Assistant City Attorney

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AND APPROVING THE MONROE REGIONAL ECONOMIC DEVELOPMENT PLAN CREATED UNDER THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) RURAL BUSINESS DEVELOPMENT GRANT PROGRAM.

WHEREAS, the United States Department of Agriculture (“USDA”) authorized grants through its Rural Business Development Grant Program (the “Grant”) to facilitate the creation of an Economic Development Strategic Plan;

WHEREAS, on February 22, 2022, the Monroe City Council authorized Mayor Friday Ellis to apply for the USDA Grant, and the City of Monroe was ultimately awarded a USDA Grant to create an Economic Development Strategic Plan; and

WHEREAS, the City engaged Atlas Community Studios, Inc. to prepare the Economic Development Strategic Plan under the Grant, and that plan has been submitted to the City of Monroe; and

WHEREAS, a copy of the Monroe Regional Economic Development Plan 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 the attached Regional Economic Development Plan is accepted and approved by the City of Monroe.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MONROE, LOUISIANA

**REGIONAL
ECONOMIC
DEVELOPMENT
PLAN**

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- EXECUTIVE SUMMARY
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- FOCUS AREAS
 - PUBLIC INFRASTRUCTURE &
TRANSPORTATION
 - WORKFORCE DEVELOPMENT
 - SMALL BUSINESS &
ENTREPRENEURSHIP
 - ARTS, CULTURE, AND TOURISM
- DEVELOPING A GRANT STRATEGY

INTRODUCTION

In 2020, the City of Monroe elected a new mayor into office, replacing a five-term incumbent. During this time, the U.S. has combated a global pandemic and economic downturn. Congress has appropriated historic levels of federal investment. And communities like Monroe have and continue to develop the necessary plans and strategies to strengthen their economic resiliency and preserve the integrity of their cultural and social fabrics – all critical to advance equitable community development.

This Regional Economic Development Plan recognizes the City of Monroe and Ouachita Parish as the economic hub of Northeast Louisiana, which is largely made up of small towns and rural areas. The Plan is action-oriented, placing great emphasis on priority projects and initiatives as well as the partners and funding sources that are key to their implementation. Under each focus area – Public Infrastructure & Transportation, Workforce Development, Small Businesses & Entrepreneurship, and Arts, Culture & Tourism, the Plan identifies short-, medium-, and long-term projects for the City and strategic partners to consider implementing within a specified timeframe. The Plan was informed by a Community Assessment report, the first major deliverable in this strategic planning process.

The Plan also comes at a time when Northeast Louisiana has experienced recent change in the economic development landscape. North Louisiana Economic Partnership (NLEP) has taken

a step back to focus more solely on the Northwest Louisiana region, which has brought about an increased focus and evolution of the Northeast Louisiana Economic Alliance (NELEA) as the region's lead economic development organization. Since Mayor Ellis took office, the City of Monroe has housed local economic and community development efforts at the city-level, but has always been cognizant of the role regional EDOs play in economic development as well as other strategic partners – many who have been identified as potential partners in priority projects throughout this plan.

It goes without saying that the priority projects and initiatives within this plan cannot be completed by the City of Monroe alone. An assessment of economically competitive regions across the country, both urban and rural, reveals that the root of success is often in the strength of a particular region or community's partners across the public and private sectors. Every partner, including the City of Monroe, plays an important role in the economic and community development of Ouachita Parish and Northeast Louisiana.

The intention of this plan is to serve as a guide, or a North Star, to reflect the collective needs and priorities of the community and region so policymakers and key decision-makers are not only reminded of what's important to residents and businesses but to also serve as an accountability tool to measure outcomes and evaluate performance.

#ONEROE

EXECUTIVE SUMMARY

PUBLIC INFRASTRUCTURE & TRANSPORTATION

PRIORITY PROJECTS & INITIATIVES

- Texas-Standifer Trunkline
- Monroe water treatment plant expansion
- Calypso pump station relocation and improvements
- 1,800-acre developable site off new Highway 80 exit
- Highway 80 Exit near Stubbs McCormick Road
- Downtown train station to support passenger rail

PARTNERSHIPS

- City of Monroe
- North Delta Regional Planning & Development District
- Engineering firms
- Construction firms
- City of Ruston
- City of Shreveport
- City of Vicksburg, MS
- City of Meridian, MS
- Southern Rail Commission
- Louisiana Department of Transportation and Development

BEST PRACTICES & RESOURCES

- [White House Guidebook to the Bipartisan Infrastructure Law](#)
- [United States Conference of Mayors Local Infrastructure Hub](#)
- [Climate & Economic Justice Screening Tool](#)

FUNDING RESOURCES

- State Capital Outlays
- Community Project Funding / Congressionally Directed Spending
- Local capital funds

WORKFORCE DEVELOPMENT

PRIORITY PROJECTS & INITIATIVES

- Industry advisory boards (incl. businesses of all sizes)
- Expansion of adult education programs (with emphasis on dislocated and incumbent workers)
- Industry-recognized certification programs (with emphasis on regionally-specific transferable skills)
- Registered Apprenticeship programs for high-growth industries and occupations
- Career pathways and job postings website for Ouachita Parish

PARTNERSHIPS

- Businesses of all sizes, representing major industry sectors in Ouachita Parish
- Workforce Development Boards 81 and 83
- Institutions of Higher Education
 - University of Louisiana Monroe
 - Louisiana Delta Community College
 - Grambling State University (if taking a more regional approach – recommended)
 - Louisiana Tech University (if taking a more regional approach – recommended)
- K-12 System
 - Monroe City School Board
 - Ouachita Parish School Board
- Non-traditional training providers (e.g., vocational schools)
- Labor union(s)
- Chamber(s) of Commerce
- NELEA
- Louisiana Workforce Commission (Apprenticeship Division)
- Local governments (municipal and parish)

BEST PRACTICES & RESOURCES

- [U.S. DOL Apprenticeship Toolkit](#)
- [Mechatronics & Advanced Manufacturing Apprenticeship Program](#)
- [WorkNOLA](#)
- [LED FastStart Recruiting](#)

FUNDING RESOURCES

- Delta Regional Authority | Delta Workforce Grant Program
- U.S. Department of Labor | Workforce Opportunity for Rural Communities (WORC) Grant

SMALL BUSINESS & ENTREPRENEURSHIP

PRIORITY PROJECTS & INITIATIVES

- Fully established Main Street programming
- Permitting improvements via MyGovernment Online
- Business retention and expansion program
- Entrepreneurial space (incl. a business incubator and co-working space)
- Angel investor network
- Biomedical Research Innovation Park development
- Center for Equitable Climate Resiliency

PARTNERSHIPS

- City of Monroe
- Local governments (municipal and parish)
- Monroe Chamber of Commerce
- West Monroe-West Ouachita Chamber of Commerce
- Industry associations
- Workforce training providers (e.g., higher education, nonprofits, etc.)
- Louisiana Economic Development
- NELEA
- Louisiana Small Business Development Center
- University of Louisiana Monroe
- Louisiana Delta Community College
- Tensas Basin Levee District
- Lower Mississippi River Conservation Committee
- Louisiana Department of Environmental Quality

BEST PRACTICES & RESOURCES

- Co.Starters
- Center on Rural Innovation
- The Co
- Codefi
- The Water Campus

FUNDING RESOURCES

- **Delta Regional Authority** | Strategic Planning Grant Program
- **Delta Regional Authority** | States' Economic Development Assistance Program (SEDAP)
- **U.S. Department of Agriculture** | Rural Business Development Grant (RBDG) Program
- **U.S. Department of Agriculture** | Strategic Economic and Community Development (SECD) Program
- **U.S. Economic Development Administration** | Economic Adjustment Assistance (EAA) Grant

PRIORITY PROJECTS & INITIATIVES

- Development of “Funroe Favorites” website
- Arts & Economic Prosperity study
- Downtown Monroe Marina
- Children’s Museum relocation
- Civic Center facility improvements
- Parks and recreation facility improvements (aligned with existing plans)
- Cooily House Restoration
- Ouachita Candy Co. redevelopment

PARTNERSHIPS

- City of Monroe
- Convention & Visitors Bureau

BEST PRACTICES & RESOURCES

- Wilson, Arkansas community website
- Murphy Arts District
- Paducah-McCracken County Convention Center

FUNDING RESOURCES

- State Capital Outlays
- Local capital funds
- Delta Regional Authority | States’ Economic Adjustment Assistance Program (SEDAP)
- U.S. Department of Agriculture | Rural Business Development Grant (RBDG) Program
- U.S. Department of Agriculture | Strategic Economic & Community Development (SECD) Program

ARTS, CULTURE, & TOURISM

STRATEGIC IMPLICATIONS

The City of Monroe has many dynamic assets that provide opportunities to strengthen the community's economy, workforce, and quality of place. The analysis in the Community Assessment found that more must be done to leverage these assets and develop additional capacity to effectively compete for the best jobs and top talent in today's economy.

The following strategic opportunities were suggested by the findings from the Community Assessment. However, within this Regional Economic Development Plan, we have undergone the process of identifying, vetting, and confirming the city's strategic priorities to ensure they are effectively implemented.

The strategic opportunities are structured according to their application to the categories of **Talent, Economy, and Place**.

TALENT OPPORTUNITIES

- Mitigating the outmigration of local talent to larger metropolitan areas through a blend of strategies to create compelling job opportunities and ensure that talent is aware of and directed towards quality employment.
- Assessment of talent attraction opportunities, particularly with former Monroe residents and ULM graduates.
- Improved engagement with adults who have left the local labor force.
- Efforts to assist local adults with earning a high school degree or equivalency as a first step towards a meaningful career progression.

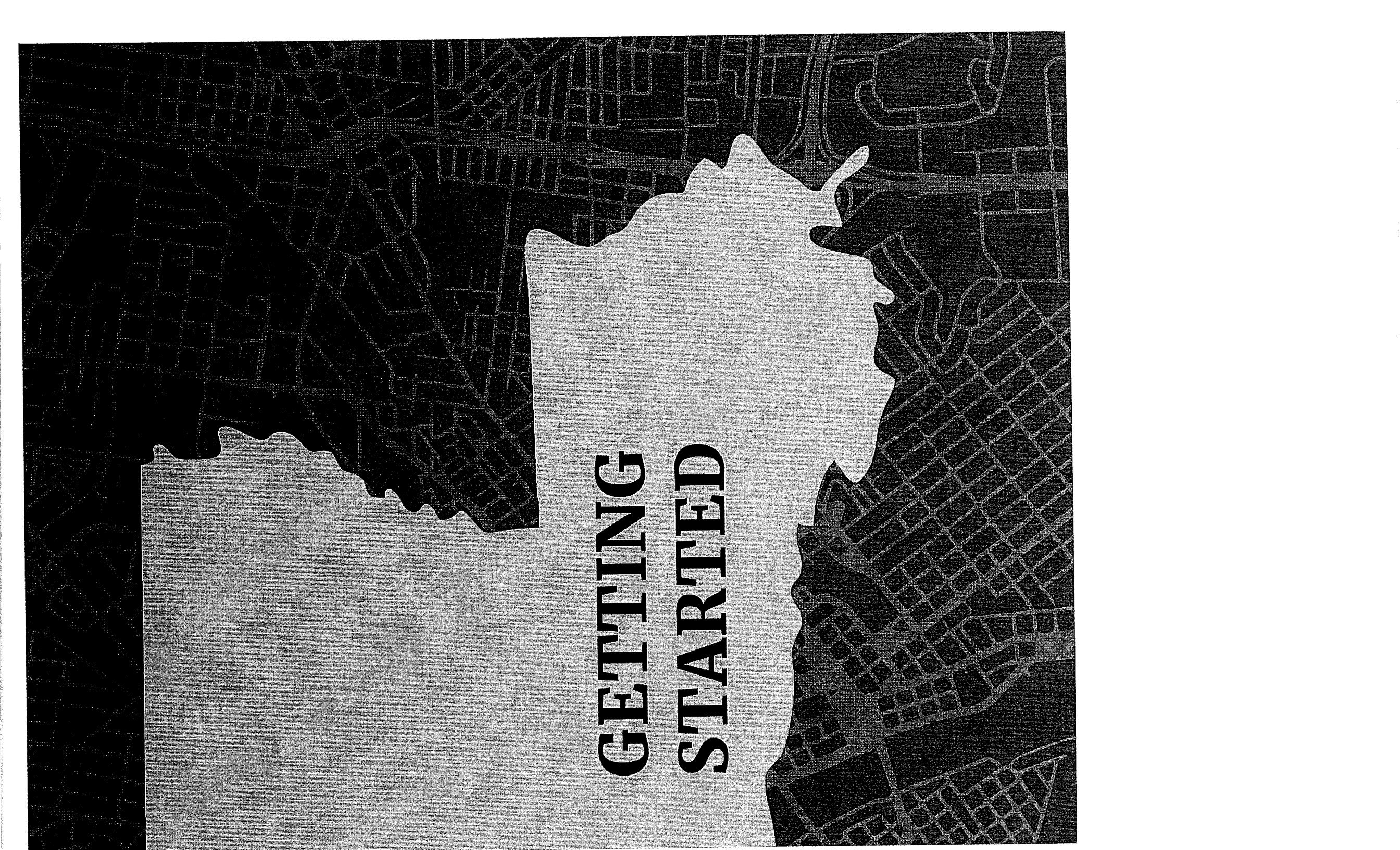
- Better coordination and collaboration within and among key workforce development systems and partners, including employers.
- Enhanced promotion and alignment of high-value career pathways to better supply employers with talent and increase the number of higher education degree awards.

ECONOMY OPPORTUNITIES

- Supporting the expansion of well-paying sectors of strength, including healthcare and manufacturing.
- Leveraging multiple tools to better diversify local employment, including exploration of tactics to improve the development of professional and technical services sectors.
- Assessment of opportunities to enhance the marketing of Monroe's advantages to external prospects, economic development influencers, and potential investors.
- Improving the local entrepreneurial ecosystem through enhanced availability of investment capital and improved utilization of entrepreneurial and small business support services, programs, and facilities,
- Fully realizing and leveraging the vision of the Biomedical Research Innovation Park.

PLACE OPPORTUNITIES

Enhancing the availability of quality, affordable local housing.
Better leveraging and supporting existing arts and cultural assets.
Renovating and revitalizing key local performance venues.
Aggressively resourcing and implementing Monroe's Downtown Master Plan.



GETTING STARTED

PROJECT PRIORITIZATION

The strategic planning process delivers a range of opportunities for regional growth across varying degrees and types of impact. **However, it's important to keep in mind that you can do it all, but you can't do it all at once** – project prioritization is critical. Projects that capture the greatest community interest are often catalytic in design and significant in scope, offering broad appeal and stirring excitement throughout the region. And while these “big win” projects are full of unseen economic development successes, they can span years in the deal structuring and development process, before the big reveal, leaving the community without any tangible evidence of progress. A strategic approach to project development that showcases consistent wins throughout the year will allow the community to see and experience the positive outcomes of a project or initiative, boosting morale and instilling a sense of pride, hope, and motivation.

Wins can be physical (buildings, art, infrastructure improvements, etc.) or informational (press releases, updates, events, etc.).

Project prioritization is a fundamental aspect of effective project management and strategic planning and will help the City maximize its impact, enhance its performance, and achieve its desired outcomes efficiently and effectively alongside key partners. The following project prioritization framework and associated rubric

10 | *Monroe, Louisiana*

uses **time, budget, and capacity** as determining factors to assess and rank priority projects across a short-term, mid-term, and long-term implementation timeline.

SCORING CRITERIA FOR STRATEGICALLY-ALIGNED PROJECTS

Time Considerations

Urgency: Evaluate the project's urgency and time sensitivity in addressing a critical need or opportunity.

- *Low Urgency* - flexible deadline, low pending impact
- *Moderate Urgency* - deadline or impact approaching
- *Critical Urgency* - deadline or impact imminent

BUDGET CONSTRAINTS

Estimated Cost: Evaluate the projected cost of the project, including capital expenses, operating expenses, and any ongoing maintenance costs.

- *Low Affordability* - high risk; project budget significantly exceeds financial capacity
- *Moderate Affordability* - project budget is within financial capacity
- *High Affordability* - budget aligns well with financial capacity; feasible without major financial strain or significant budget

Economic Return on Investment (EROI): Assess the potential economic impact and benefits of the project in relation to its cost.

- *Low EROI* - project expected to result in low financial gains or potential losses
- *Moderate EROI* - project expected to deliver reasonable economic returns or result in net zero impact
- *High EROI* - project expected to result in significant financial gains or potential gains

Social Return on Investment (SROI): Assess the potential social impact and benefits of the project in relation to its cost.

- *Low SROI* - project expected to have minimal or negligible social impact, with little to no positive changes in social outcomes
- *Moderate SROI* - project expected to have a noticeable and tangible positive impact on social outcomes, benefiting a significant number of individuals or communities
- *High SROI* - project is expected to have far-reaching positive impact, contributing to significant improvements in social well-being

Budget Availability: Consider the availability of funds or resources to support the project.

- *Low Availability* - no current or readily accessible funds to support the project
- *Moderate Availability* - reasonable funds available to support all or part of the project
- *High Availability* - significant funds available to support the project and ensure project completion

CAPACITY & RESOURCE AVAILABILITY

Organizational Capacity: Evaluate the City's ability to undertake and manage the project effectively, considering existing workload, staff availability, and potential partner collaborations.

- *Low Capacity* - the City has minimal availability and flexibility in terms of time and workload; project would likely overload the existing resources and disrupt other critical operations
- *Moderate Capacity* - the City has a reasonable level of availability and flexibility in terms of time and workload
- *High Capacity* - the City has good availability and flexibility in terms of time and workload

Skills and Expertise: Assess whether the City possesses the necessary skills and expertise to execute the project successfully or if outside support will be needed.

- *Low Capacity* - the City lacks the necessary skills and expertise required to support the project; extensive training or external support is needed
- *Moderate Capacity* - the City possesses reasonable skills and expertise that can support the project effectively, but may need additional training or technical assistance
- *High Capacity* - the City has exceptional skills and expertise directly relevant to the project and is well-equipped to handle all aspects of the project

RANKING PRIORITIES & PROJECTS

Assign a numerical score to each criterion, with higher scores indicating higher feasibility and higher priority. For example, a scale of 1-5 can be used, where:

- 1 = Low priority or infeasible
- 3 = Moderate priority or feasible with some challenges
- 5 = High priority or very feasible

After assessing each project against the rubric's criteria, the scores for each project can be totaled, and the projects can be ranked based on their overall scores. Projects with higher scores will receive higher priority for implementation.

Projects that receive a high total score (between 17-21 points), would be considered **high priority**. These projects demonstrate strong feasibility in terms of time, budget, and capacity.

Projects that receive a mid-range total score, between 12-16, fall into the **moderate priority category**. These projects are feasible, but they may have some challenges or limitations that need to be addressed before implementation.

Projects with a low total score, between 7-11, would be considered **low priority**. While meaningful and important as identified priority projects, they may have significant challenges in terms of time, budget, or capacity, and they may require modifications or additional resources before being considered feasible.

To use the rubric for project prioritization across short-term, mid-term, and long-term categories, first, apply the rubric's criteria and scoring to each potential project to assess their time, budget, and capacity considerations. Once scores have been determined, categorize the projects based on their priority level and alignment with the City's timeline.

Short-term projects are those that have a relatively quick turnaround and can be completed within a short period, usually within the next 6 to 12 months. These projects often address immediate needs or opportunities and contribute to short-term objectives.

Mid-term projects are those with a timeline spanning from one to five years. These projects are essential for achieving mid-range strategic objectives and require careful planning and execution.

Long-term projects have a timeline that extends beyond five years and are crucial for achieving the region's long-range vision and objectives. These often require a significant investment of time and resources, as well as demonstrated regional (and often state and federal) support and commitment.

Example:

PROJECT NAME	“FUNROE FAVORITES” WEBSITE
Anticipated Timeline	9 months
Time Considerations	5
Budget Constraints	5
Capacity and Resource Availability	5

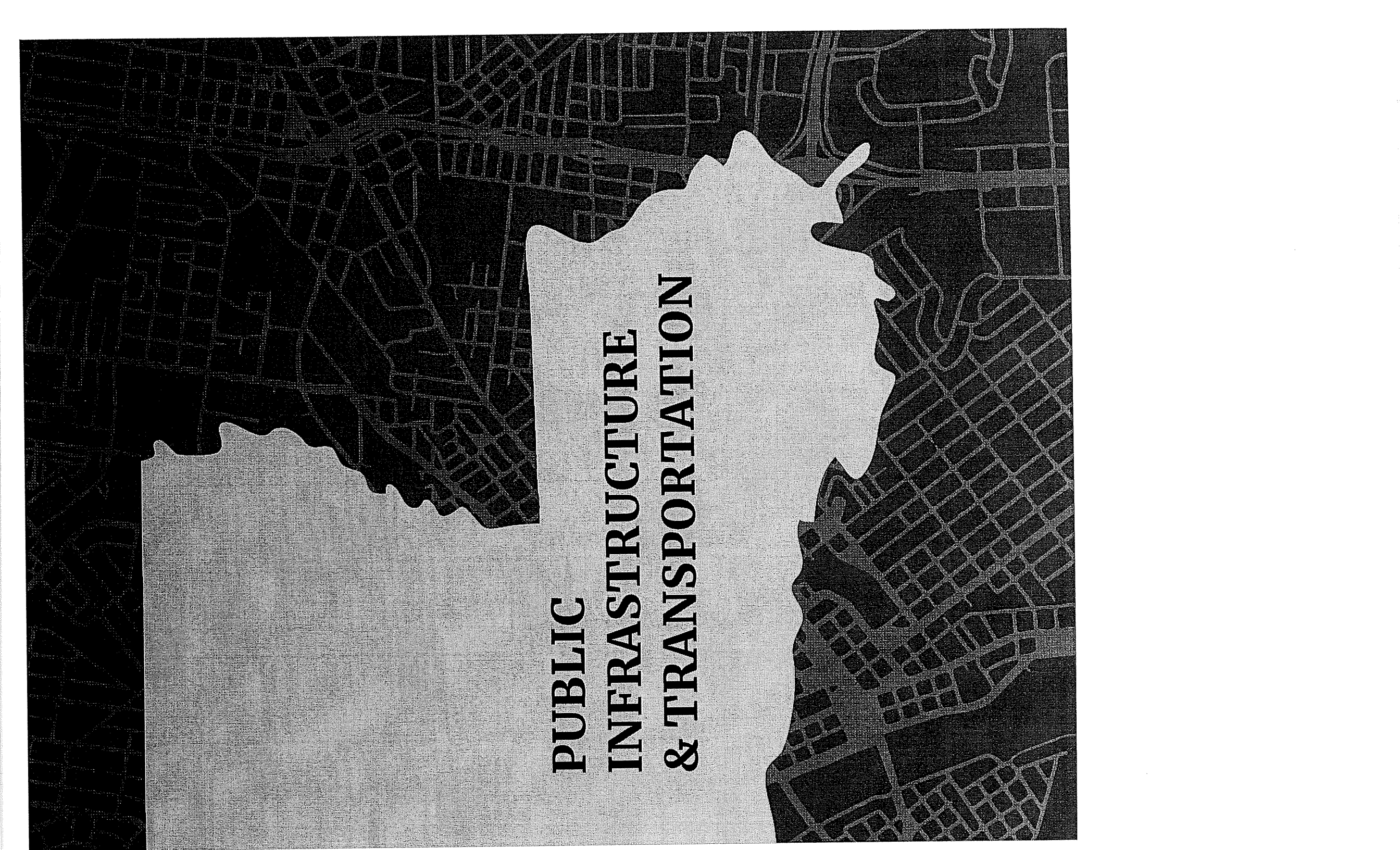
PROJECT PRIORITIZATION RANK 15

Using the rubric in this way will help the City develop a balanced project portfolio across different periods of time, ensuring that progress is consistently demonstrated and immediate needs are addressed while working towards achieving long-term goals.

It's important to note that the exact scoring and range can be adjusted based on the City's specific needs and criteria. Additionally, the rubric is just one tool in the decision-making process, and other qualitative factors, such as stakeholder input and strategic considerations should also be taken into account when determining project priorities.

The projects and initiatives included in this plan are a reflection of regional priorities and strategic opportunities. The City of Monroe cannot, will not, and should not be the lead on every project/initiative in this plan for many reasons, but most importantly because this is not an effective nor sustainable use of resources.

Successful economic development efforts are built on the foundation of dynamic regional partnerships – partners who are committed to join hands with the City and others to advance collective priorities for the benefit of the region.



**PUBLIC
INFRASTRUCTURE
& TRANSPORTATION**

OVERVIEW

The key trends and challenges for Public Infrastructure & Transportation that were identified in the quantitative and qualitative research conducted for Monroe's Community Assessment includes the following:

- Monroe and Ouachita Parish, like many municipalities and parishes throughout Louisiana, are challenged by maintaining existing public infrastructure and transportation networks as well as building new infrastructure due to finite resources.
- Ouachita Parish's owner-occupied single-family homes are priced similarly to its peer counties and well below the state and national average. However, Ouachita's lower average incomes adversely affect local housing affordability. Similarly, slightly more than 57 percent of Ouachita Parish renters pay more than 30 percent of their income on rent, higher than all the benchmarks except Lowndes County.
- Ouachita Parish is not permitting as many housing units as the comparison areas, especially in recent years. Ouachita's number of housing permits plateaued since 2021 in contrast to increases in all the peer counties.

In response to these key trends and challenges, the following strategic opportunities areas for Monroe emerged:

- Invest in critical infrastructure – roads, water and sewer systems, utilities, hazard mitigation, and broadband connectivity – to improve neighborhoods and business districts
- Leverage relationships at the federal, state, and regional levels to secure outside funding for infrastructure projects, providing greater opportunities to maximize resources at the local level.
- Enhance the availability of quality, affordable local housing.

PRIORITY PROJECTS & INITIATIVES

The following key projects and initiatives were prioritized by local and regional stakeholders:

- ▶ Texas-Standifer Trunkline
- ▶ Monroe water treatment plant expansion
- ▶ Calypso pump station relocation and improvements
- ▶ 1,800-acre developable site off new Highway 80 exit
- ▶ Highway 80 Exit near Stubbs McCormick Road
- ▶ Downtown train station to support passenger rail

Three of these projects/initiatives are highlighted below as potential opportunities to implement in the short-, medium-, and long-term, including additional details such as ideal lead organization(s), potential partners and target funding opportunities.

SHORT-TERM (> 12 Months)

MONROE WATER TREATMENT PLANT EXPANSION

PROJECT LEAD	City of Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Monroe Public Works• Burns and McDonnell Engineering• Max Foote Construction
FUNDING SOURCE(S)*	<ul style="list-style-type: none">• Capital funds• Capital infrastructure funds• COVID relief funds
GRANT DEADLINES	N/A
GOAL(S)	<ul style="list-style-type: none">• Expand water production capacity from 12 million gallons per day to ~24 gallons to meet the city's current and future demand• Make improvements to certain mechanical features (dating back to the 1960s)• Add a treatment plant generator and rehabilitate river pump station to provide a backup treatment source (in the unlikely event the plant loses power)• Incorporate new technology throughout the water plant system• Continue to provide clean and safe drinking water to residents and businesses throughout the service area
COST SHARE	N/A
REIMBURSABLE/DIRECT	N/A
OTHER CONSIDERATIONS	The City of Monroe will need to continually assess their water rates to ensure collected revenue is able to sustain the water system in the long-term (rate increases will be necessary over time)

*Funding sources identified in [news article](#)

MEDIUM-TERM (> 5 years)

CALYPSO PUMP STATION RELOCATION AND IMPROVEMENTS

IDEAL LEAD	City of Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Engineering firm• Construction firm
FUNDING SOURCE(S)	<ul style="list-style-type: none">• Federal appropriations (\$4 million secured in 2023 appropriations cycle through Rep. Julia Letlow (LA-05))• Local capital funds
GRANT DEADLINES	N/A
GOAL(S)	<ul style="list-style-type: none">• Help mitigate flooding issues• Add redundant power to the facility in the event there is a loss of power• Pursue levee accreditation• Prevent nearby residents from having to purchase flood insurance
COST SHARE	N/A
REIMBURSABLE/DIRECT	N/A

LONG-TERM (> 10 years)

DOWNTOWN TRAIN STATION TO SUPPORT PASSENGER RAIL

IDEAL LEAD(S)

- Amtrak
- City of Monroe

POTENTIAL PARTNER(S)

- City of Monroe
- North Delta Regional Planning & Development District
- City of Ruston
- City of Shreveport
- City of Vicksburg, MS
- City of Meridian, MS
- Southern Rail Commission
- Louisiana Department of Transportation and Development

FUNDING SOURCE(S)*

- U.S. Department of Transportation Federal-State Partnership for Intercity Passenger Rail Grant Program
- State Capital Outlays
- Community Project Funding / Congressionally Directed Spending
- Local capital funds (through all municipalities and parishes/counties involved)

GOAL(S)

- Connect Northeast Louisiana residents to economic and social opportunities in cities such as Dallas, Atlanta, Washington, DC, and New York
- Attract people from across the country to visit Monroe and Northeast Louisiana (a major opportunity with the train station terminal proposed to locate in downtown Monroe)

OTHER CONSIDERATIONS

As indicated, this is a long-term project. Its size and scale is significant too because it includes numerous communities and multiple states. Fortunately, there is a strong coalition of public and private partners that have come together to advocate at the federal and state levels for this passenger rail service to connect Monroe and Northeast Louisiana to nearby economic and social opportunities.

TIMELINE

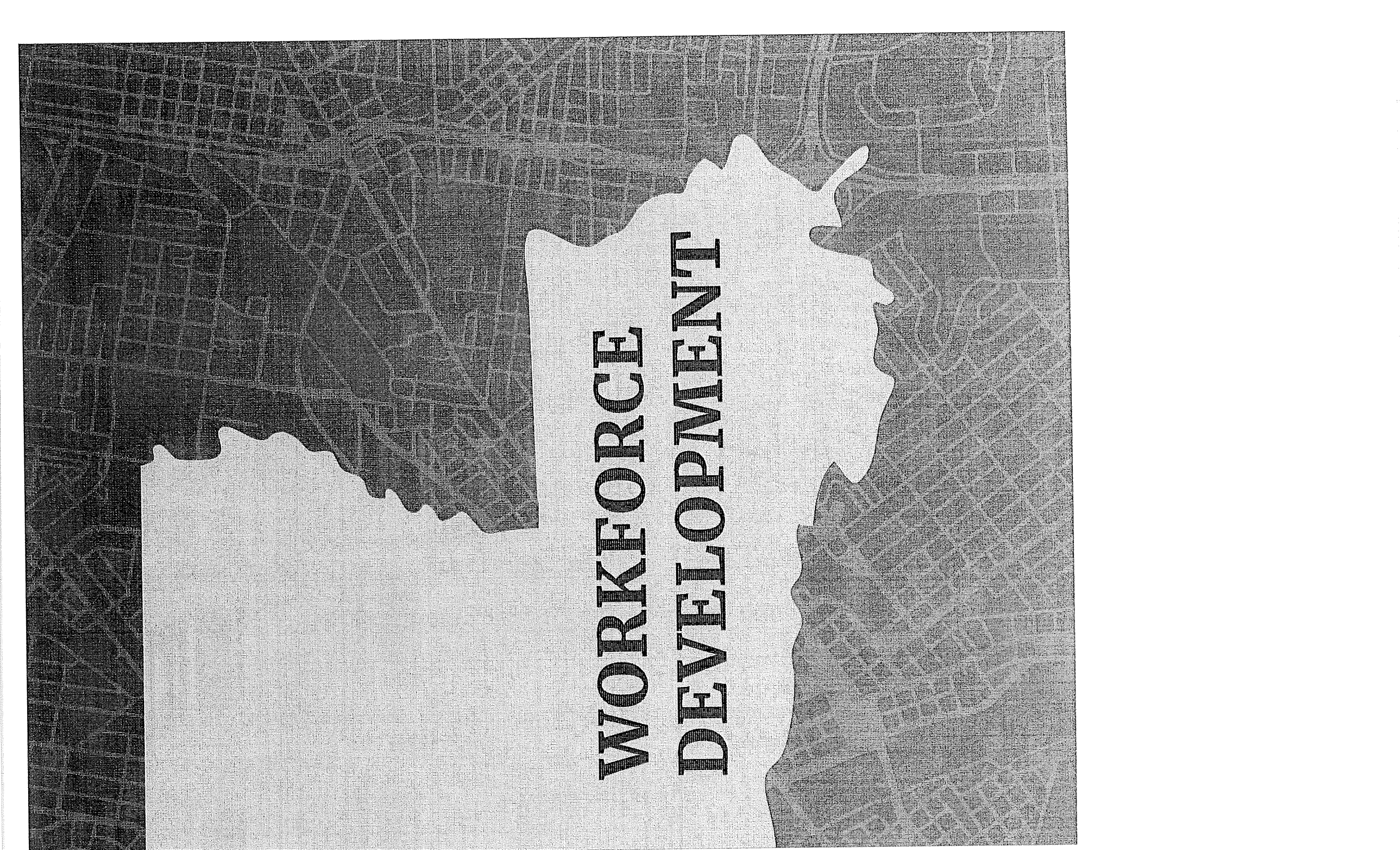
INFRASTRUCTURE

ANTICIPATED TIMELINE

PRIORITY PROJECT/INITIATIVE	2023	2024	2025	2026	2027	2028
Texas-Standifer Trunkline						
Monroe water treatment plant expansion						
Calypso pump station relocation and improvements						
1,800-acre developable site off new Highway 80 exit						
Highway 80 Exit near Stubbs McCormick Road						
Downtown train station to support passenger rail						

BEST PRACTICES

- [White House Guidebook to the Bipartisan Infrastructure Law](#)
- [United States Conference of Mayors Local Infrastructure Hub](#)
- [Climate & Economic Justice Screening Tool](#)



**WORKFORCE
DEVELOPMENT**

OVERVIEW

The key trends and challenges for Workforce Development that were identified in the quantitative and qualitative research conducted for Monroe's Community Assessment include the following:

- **Labor force participation rates** show that Ouachita Parish has the lowest percentage of 16 and over residents engaged in the labor force. For residents ages 25 to 54, only Lowndes County in Georgia features a lower rate of workforce participation than Ouachita Parish.
- Company representatives reported strong competition for non-salaried (hourly) employees leading to high turnover rates. Employers also expressed difficulty hiring managerial level talent, frequently having to source them from outside the region.
- Ouachita Parish's **educational attainment** is competitive with the benchmark areas for this report. Just under 27 percent of Ouachita adults have earned at least a bachelor's degree. While this figure only exceeds Lowndes County's rate, Ouachita Parish is not demonstrably below the other peer counties, state, or U.S.
- More concerning is that the percentage of Ouachita Parish's 25 to 54 year old workforce with a bachelor's degree or above trails all the benchmark geographies and is more than 13 percent lower than the national figure. On a positive note, bachelor's degree attainment in Ouachita Parish in the last five years increased by 3.4 percent, trailing only Craighead County among the benchmarks.

- In terms of **pre-K to 12 public school** data, Ouachita Parish's percentage of 3 to 4 year olds in school exceeds the national rate but trails the other comparison areas, although not by large margins. The latest available data from the Louisiana Department of Education shows that Monroe and Ouachita Parish fare well against the state for key indicators of pre-K to 12 performance, including graduation rates, college enrollment, and post-secondary preparedness.
- Public input respondents felt that local pre-K to 12 campuses often operate in silos and could do more to promote local career opportunities.
- Related to **higher education**, Ouachita Parish benefits from the capacity and programming at the University of Louisiana-Monroe (ULM), Louisiana Delta Community College, the Edward Via College of Osteopathic Medicine (VCOM) Louisiana campus, and other schools. That said, per capita enrollment figures and degree awards are well below the peer counties.
- Compared to the U.S., **unemployment** in Ouachita Parish trended above the national rate for most of the decade of the 2010s before the onset of the COVID-19 pandemic. During the initial lockdown, national unemployment spiked higher than Ouachita Parish and has remained roughly equivalent with the local figure as the pandemic has begun to wane.
- **Average annual wages** in Ouachita Parish are lowest of all the benchmark areas except Lowndes County and have risen at rates well below the peer counties, Louisiana, and the U.S.

- The most recent **occupational data** shows that Ouachita Parish has local strengths in healthcare occupations, protective and social services positions, and certain retail and repair jobs. Lower relative concentrations in high-paying knowledge occupations might explain why Ouachita Parish's average wages are lower than the benchmark areas.
 - Data from the U.S. Census' On the Map database show that Ouachita Parish is a regional employment center. Just over 35 percent of the workforce employed in the parish commutes from outside the area.
- In response to these key trends and challenges, the following strategic opportunities areas for Monroe emerged:
- Mitigate the outmigration of local talent to larger metropolitan areas through a blend of strategies to create compelling job opportunities and ensure that talent is aware of and directed towards quality employment.
 - Assess talent attraction opportunities, particularly with former Monroe residents and ULM graduates.
 - Improve engagement with adults who have left the local labor force.
 - Expand efforts to assist local adults with earning a high school degree or equivalency as a first step towards a meaningful career progression.
 - Improve coordination and collaboration within and among key workforce development systems and partners, including employers.
 - Enhance promotion and alignment of high-value career pathways to better supply employers with talent and increase the number of higher education degree awardees.

PRIORITY PROJECTS & INITIATIVES

- The following key projects and initiatives were prioritized by local and regional stakeholders:
- Industry advisory boards (incl. businesses of all sizes)
 - Expansion of adult education programs (with emphasis on dislocated and incumbent workers)
 - Industry-recognized certification programs (with emphasis on regionally-specific transferable skills)
 - Registered Apprenticeship programs for high-growth industries and occupations
 - Career pathways and job postings website for Ouachita Parish
- Three of these projects/initiatives are highlighted below as potential opportunities to implement in the short-, medium-, and long-term, including additional details such as ideal lead organization(s), potential partners and target funding opportunities.

SHORT-TERM (> 12 Months)

ESTABLISH OR STRENGTHEN INDUSTRY ADVISORY BOARDS

IDEAL LEAD	Northeast Louisiana Economic Alliance (NELEA)
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Businesses of all sizes, representing major industry sectors in Ouachita Parish• Workforce Development Boards 81 and 83• Institutions of Higher Education<ul style="list-style-type: none">• University of Louisiana Monroe• Louisiana Delta Community College• Grambling State University (if taking a more regional approach – <i>recommended</i>)• Louisiana Tech University (if taking a more regional approach – <i>recommended</i>)• K-12 System<ul style="list-style-type: none">• Monroe City School Board• Ouachita Parish School Board• Non-traditional training providers (e.g., vocational schools)
FUNDING SOURCE(S)	<ul style="list-style-type: none">• Delta Regional Authority Delta Workforce Grant Program (DWP)• U.S. Department of Labor Workforce Opportunity for Rural Communities (WORC) Grant Program
GRANT DEADLINES	<ul style="list-style-type: none">• DRA Delta Workforce Grant Program Fall 2023• U.S. DOL Workforce Opportunity for Rural Communities Grant Program Spring 2024
GOAL(S)	<ul style="list-style-type: none">• Engage regional employers• Establish or strengthen relationships between employers, education and training providers, economic development entity(ies), wraparound service providers, and local governments• Maintain an understanding of ever-evolving industry trends and workforce needs• Enhance coordination among public and private partners to continually strengthen and sustain the workforce development ecosystem in Ouachita Parish
COST SHARE	<ul style="list-style-type: none">• DRA Delta Workforce Grant Program No cost share• U.S. DOL Workforce Opportunity for Rural Communities Grant Program No cost share
REIMBURSABLE/DIRECT	<ul style="list-style-type: none">• DRA Delta Workforce Grant Program Grants are administered on a reimbursable basis (i.e., once the grantee expends their own funds, they can submit a reimbursement request to DRA – with appropriate documentation – to be reimbursed); advance payments / working capital advances possible.• U.S. DOL Workforce Opportunity for Rural Communities Grant Program Grants are administered on a reimbursable basis; advance payments / working capital advances possible.

MEDIUM-TERM (> 5 years)

DEVELOP REGISTERED APPRENTICESHIP (RA) PROGRAMS FOR HIGH-GROWTH INDUSTRIES AND OCCUPATIONS

IDEAL LEAD	Ouachita Works, University of Louisiana Monroe, and/or Louisiana Delta Community College
POTENTIAL PARTNER(S)	<ul style="list-style-type: none"> • University of Louisiana Monroe • Louisiana Delta Community College • Grambling University • Louisiana Tech University • Labor union(s) • Regional employers (especially those participating in/benefiting from RA program) • Chamber of Commerce • K-12 (especially local high schools) • NELEA • Louisiana Workforce Commission (Apprenticeship Division)
FUNDING SOURCE(S)	<ul style="list-style-type: none"> • Delta Regional Authority Delta Workforce Grant Program (DWP) • U.S. Department of Labor Workforce Opportunity for Rural Communities (WORC) Grant Program
GRANT DEADLINES	<ul style="list-style-type: none"> • DRA Delta Workforce Grant Program Fall 2023 • U.S. DOL Workforce Opportunity for Rural Communities Grant Program Spring 2024
GOAL(S)	<ul style="list-style-type: none"> • Create career pathways for individuals who are unable or unwilling to pursue higher education • Provide an opportunity for individuals to “earn while they learn” • Increase economic mobility of RA participants by providing them with a nationally-recognized credential (note: this assumes participants complete the RA program) • Strengthen and help sustain talent pipelines for regional employers
COST SHARE	<ul style="list-style-type: none"> • DRA Delta Workforce Grant Program No cost share • U.S. DOL Workforce Opportunity for Rural Communities Grant Program No cost share
REIMBURSABLE/DIRECT	<ul style="list-style-type: none"> • DRA Delta Workforce Grant Program Grants are administered on a reimbursable basis (i.e., once the grantee expends their own funds, they can submit a reimbursement request to DRA – with appropriate documentation – to be reimbursed); advance payments / working capital advances possible. • U.S. DOL Workforce Opportunity for Rural Communities Grant Program Grants are administered on a reimbursable basis; advance payments

LONG-TERM (> 10 YEARS)

CAREER PATHWAYS AND JOB POSTINGS WEBSITE FOR OUACHITA PARISH

IDEAL LEAD	Ouachita Works and/or NELEA
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Regional employers• Labor union(s)• Chamber of Commerce• University of Louisiana Monroe• Louisiana Delta Community College• Local governments (municipal and parish)
FUNDING SOURCE(S)	Private contributions* (e.g., employers)
GRANT DEADLINES	N/A
GOAL(S)	<ul style="list-style-type: none">• Build awareness for training and career opportunities in Northeast Louisiana• Create a common understanding of career pathways available to people who live and work (or want to live and work) in Northeast Louisiana (i.e., promote training opportunities that can lead to specific jobs and show potential career trajectory in that particular industry/field)• Assist regional employers with recruiting talent locally and from afar (especially encouraging applicants to move to Northeast Louisiana, if and when possible)
COST SHARE	N/A
REIMBURSABLE/DIRECT	N/A

**To sustain an online platform like this, private contributions will be most realistic to secure. However, depending on the cost of initial build-out, there is an opportunity for one or both of the grant opportunities identified to support this upfront investment to drive momentum and support from private sector partners in the long-term.*

For the short- and medium-term projects, Atlas recommends pursuing a grant through DRA's Delta Workforce Program and a grant through U.S. DOL's Workforce Opportunity for Rural Communities program. This can be pursued as early as Fall 2023 for the DRA grant and Spring 2024 for the U.S. DOL grant. Although grant program guidelines can vary from year-

to-year, annual programs such as these maintain a familiar structure each fiscal year. Therefore, Atlas has identified the proposed projects competitive advantages and limitations for each grant program in the tables below to help guide project narrative development.

DRA DELTA WORKFORCE GRANT PROGRAM

COMPETITIVE ADVANTAGES

Based on the grant program's evaluation criteria, an application featuring the short- and medium-term projects outlined above, would (or could) meet or exceed each of the following criteria as described below.

PROJECT DESCRIPTION

Description of Project Service Area and Community Needs

- The applicant should describe the service area's socioeconomic and workforce challenges, including the service area's population, median household income, unemployment rate, and labor force participation rate. Much of this information is included in Monroe's Community Assessment report (the first major deliverable provided in this process).
- It's important that the applicant can connect the data to community needs and the target population to be served through the project (e.g., new entrants to the workforce, dislocated workers, incumbent workers, etc.).

Project Design

The applicant should describe all project activities to be supported by the grant

- If there are other activities supported by other means, but still part of the overall project, it is important to provide that context in the project design

The following is an example of how a project design outline could present itself in this application:

- **Phase I:** Establish Industry Advisory Boards
- **Phase II:** Identify Occupations, RA Sponsors, and Program Partners (note: assess commonalities in the skills being requested by employers)
- **Phase III:** Develop Registered Apprenticeship Program (note: contact state apprenticeship office first)
- **Phase IV:** Conduct Outreach and Recruit Participants
- **Phase V:** Implement RA Training Program
- **Phase VI:** Program Management and Performance Evaluation

Demonstration of Inclusion in a Persistent Poverty County/Parish

- Ouachita Parish is designated a persistent poverty "county"
- Note: If the applicant pursues a larger project service area, including Ouachita Parish, points will still be awarded

PROJECT RATIONALE

Description of Workforce Needs

The Community Assessment report described some of the workforce challenges being experienced by regional employers, but the applicant can take this a step further by:

- **Alignment with DRA's Strategic Investment Goals**
 - This project specifically aligns with Goal #2: Nurture Local Workforce Ecosystems

Alignment with DWP Investment Priorities and Objectives

- This project specifically aligns with "Supporting Industry-Led Workforce Training" and "Building Collaborative Talent Pipelines" (investment priorities)
- This project specifically aligns with "Strategic Investment" (objectives)

Alignment with Local Workforce or Economic Development Priorities

- The applicant should demonstrate alignment with North Delta Regional Planning & Development District's Comprehensive Economic Development Strategy (CEDS) as well as the Region 8 Workforce Innovation and Opportunity Act (WIOA) Combined Regional Plan
- The applicant can also align with this plan

LOCAL AND REGIONAL COLLABORATION

Demonstration of Local and Regional Partnerships

The applicant can demonstrate partnerships with local and regional entities representing the public, private, and nonprofit sectors (especially those identified in the tables above under "Potential Partner(s)") through letters of support

Demonstration of Partnership(s) with HBCU and/or Federally Recognized Tribe(s)

From a regional lens, it would benefit the City of Monroe and Ouachita Parish to collaborate with regional partners, such as Grambling State University, in a meaningful way

ANTICIPATED PROJECT OUTCOMES

Demonstration of Realistic and Attainable Outcomes / Demonstration of Specific and Relevant Outcomes

- At a minimum, the applicant must include the number of communities served, individuals trained, jobs created/retained, and industry/businesses served as anticipated project outcomes.
- It's important to be realistic with these outcomes to ensure the project either meets or even exceeds these proposed outcomes. Since the RA program will be developed during the period of performance, the number of jobs created will likely be a low figure; however, the industry/businesses served and individuals trained will likely be higher (more so the former than the latter, if considered proportionally).

WORK PLAN

Project Deliverables / Project Timeline

The applicant should incorporate their key phases into the Work Plan document provided by DRA, and demonstrate how the project will be implemented over the 36-month period of performance. Budgetary figures by phase will also need to be shown (*note: these can be estimates based on anticipated levels of effort throughout the project*)

EVIDENCE OF WORKFORCE DEMAND & EMPLOYER NEEDS

Demonstration of Workforce Demand from Local/Regional Employers

Based on employer feedback (some included in the Community Assessment report), the applicant can demonstrate evidence of demand for skilled workers from local or regional businesses in high-growth industries (specificity is important when it comes to describing in-demand skills for local jobs)

Evidence of Employer Engagement

- The applicant must provide letter(s) of engagement from at least one (1) local/regional employer
- Letters of engagement must describe the employer's workforce challenges, including the specific skills gap to be addressed by the project, and how the employer intends to participate (e.g., participation on an industry advisory board, sponsorship of an RA program, etc.)

FUNDING INFORMATION

Budget/Budget Narrative Alignment

The applicant must ensure the budget and budget narrative aligns with the project narrative (i.e., no surprises) and is as thorough as possible (note: budget category estimates are appropriate in the application stage)

COMPETITIVE LIMITATIONS

Based on the grant program's evaluation criteria, an application featuring the short- and medium-term projects outlined above, could potentially be challenged by the following criterion as described below.

PROJECT TEAM AND RELEVANT EXPERIENCE

- Depending on who the applicant ultimately is, this criterion could pose a weakness if the applicant cannot and does not demonstrate relevant experience and organizational capacity to establish and manage industry advisory boards and at least one RA program.
- However, this weakness can be mitigated with the project team composed of members from several key organizations who collectively demonstrate the necessary experience and capacity to carry out this multifaceted project.

U.S. DOL Workforce Opportunity for Rural Communities Grant Program

COMPETITIVE ADVANTAGES

Based on the grant program's evaluation criteria, an application featuring the short- and medium-term projects outlined above, would (or could) meet or exceed each of the following criteria as described below.

STATEMENT OF NEED

Project Service Area, Challenges and Opportunities

The applicant must describe the project service area, including the barriers faced by the residents, businesses, and communities in addressing workforce challenges and achieving sustained economic success (e.g. unemployment rate, substance use rates, infrastructure challenges, high rates of pollution, and/or other factors)

- Much of this information can be found in the Community Assessment report

The applicant must also describe the service area's current challenges with regard to employment including low wages, educational attainment, workforce demographics, and other factors that the proposed project will address

- Again, much of this information can be found in the Community Assessment report

The applicant can align this project with DRA's Regional Development Plan IV (Goal 2: Nurture local workforce ecosystems) and DRA's Louisiana State Plan (Governor's Priority for Workforce Education and Leadership)

The applicant must describe their definition of "good jobs", how this will inform the proposed project's implementation, and how the definition aligns with the indicators of good jobs as described in the Program Purpose of the Funding Opportunity Announcement

Target Population

The applicant must ensure the project targets eligible participants including one or more of the following groups: dislocated workers, incumbent workers, and new entrants to the workforce

The applicant must identify and define historically-marginalized individuals or communities to be prioritized for participation in grant activities and outcomes

The applicant must describe their approach to successfully recruiting participants (i.e., what does the community outreach strategy look like and how will it be implemented to get these individuals trained)

The applicant should clearly define the specific inequalities and barriers their target population(s) faces and how a WORC-supported project will lead to positive outcomes for these individuals

Description of Workforce Needs

The applicant should address the current or expected workforce needs of employers as well as the anticipated consequences of not addressing the identified workforce needs

- Some of this is already included in the Community Assessment report, but another personalized “survey” of local and regional employers will be critical to understand current and anticipated workforce needs

PROJECT RESULTS & ACHIEVING THE PURPOSE OF WORC

Expected Results

At a minimum, the applicant must document: 1) the number of participants obtaining new or improved employment outcomes, and 2) the total number of participants expected to be enrolled in grant-funded services during the grant period

Achieving the Purpose of WORC

The applicant must demonstrate how the successful completion of the proposed grant project will support each of the three Core Principles of WORC, which are:

- Core Principle 1 – Promoting Availability of Good Jobs
- Core Principle 2 – Prioritizing Equity
- Core Principle 3 – Driving and Sustaining Economic Transformation

PROJECT DESIGN

Project Description

In this section the applicant should clearly align planned project activities with the needs identified in the Statement of Need, and with the expected project results

This section must describe all project activities, including milestones and timeline; how the project addresses the needs/challenges described in the Statement of Need; how the project will address the area's workforce demand and meet workforce needs; how the project implementation will be managed and kept on track to achieve anticipated outcomes; and how the project will achieve each of the three Core Principles of WORC.

The following is an example of how a Project Description outline could present itself in this application (same as the DRA grant):

Phase I: Establish Industry Advisory Boards

Phase II: Identify Occupations, RA Sponsors, and Program Partners (note: assess commonalities in the skills being requested by employers)

Phase III: Develop Registered Apprenticeship Program (note: contact state apprenticeship office first)

Phase IV: Conduct Outreach and Recruit Participants

Phase V: Implement RA Training Program

Phase VI: Program Management and Performance Evaluation

BUDGET AND BUDGET NARRATIVE

All items included in the budget and budget narrative, including personnel, equipment, and capital improvements, align with the project design as described (note: the budget should be comprehensive and include as much detail as possible)

COMPETITIVE LIMITATIONS

Based on the grant program's evaluation criteria, an application featuring the short- and medium-term projects outlined above, could potentially be challenged by each of the following criteria as described below.

ORGANIZATIONAL CAPACITY AND EXPERIENCE FOR PROJECT SUCCESS

The "ideal lead" might have less experience implementing similar initiatives, but can minimize this weakness by demonstrating external partnerships with regional organizations (as noted under "potential partner(s)")

- A similar strategy is recommended under the DRA grant as well

TIMELINE

WORKFORCE DEVELOPMENT

ANTICIPATED TIMELINE

PRIORITY PROJECT/INITIATIVE	2023	2024	2025	2026	2027	2028
Industry advisory boards (incl. businesses of all sizes)						
Expansion of adult education programs (with emphasis on dislocated and incumbent workers)						
Industry-recognized certification programs (with emphasis on regionally-specific transferable skills)						
Registered Apprenticeship programs for high-growth industries and occupations						
Career pathways and job postings website for Ouachita Parish						

PARTNERSHIPS

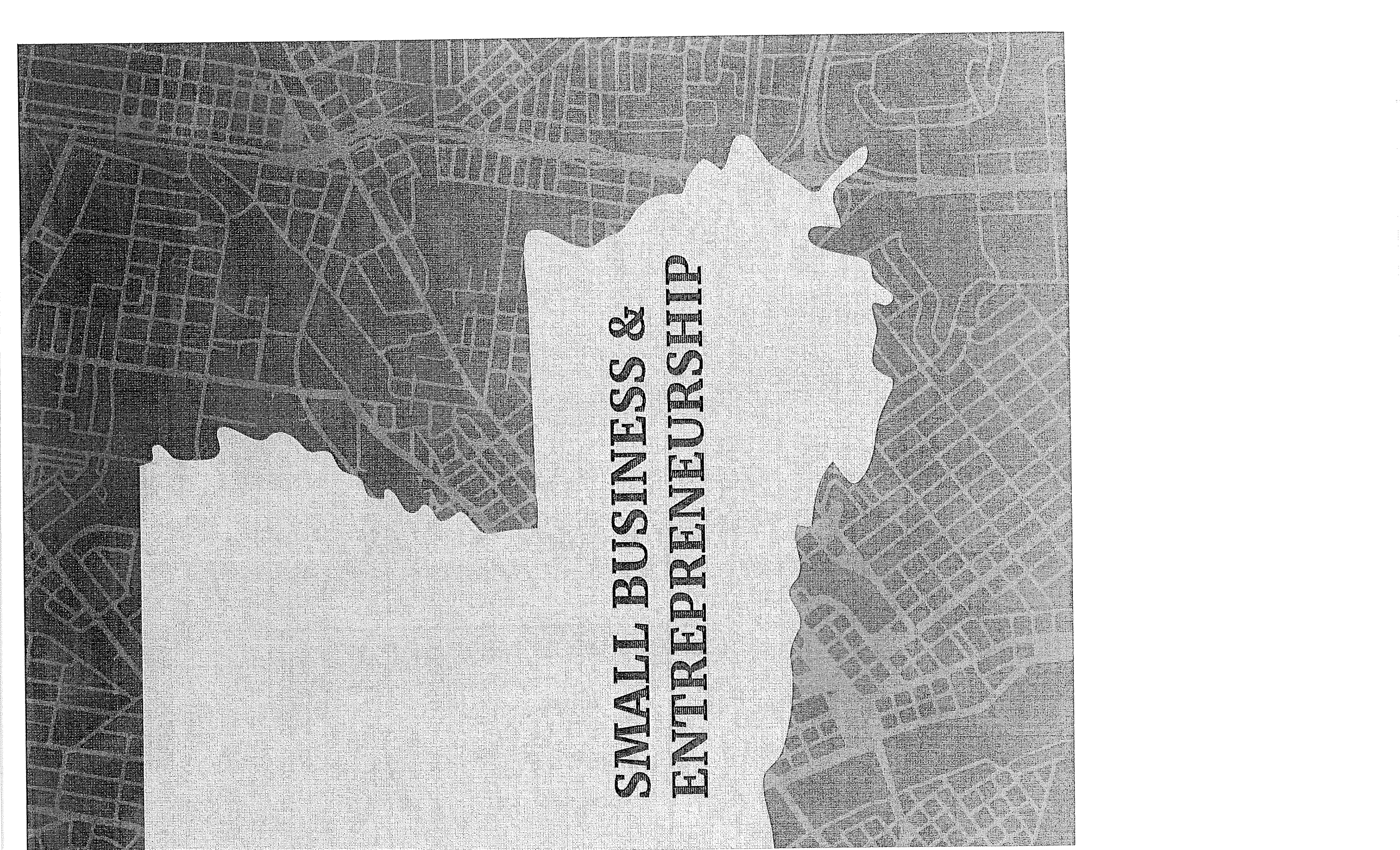
At a minimum, the following organizations should be substantially engaged in City of Monroe's Workforce Development efforts. Together, as a coalition, the leaders from these organizations should determine who else needs to be involved and what their role should be to advance collective priorities, programs and initiatives, and significant projects.

ORGANIZATION

- Ouachita Works
- University of Louisiana Monroe
- Louisiana Delta Community College
- Monroe City School District &
- Ouachita Parish School Board
- Northeast Louisiana Economic Alliance
- Monroe Chamber of Commerce & West Monroe-
- West Ouachita Chamber of Commerce
- Louisiana Small Business Development Center
- North Delta Regional Planning & Development
- District
- Ascent Health, Inc.
- Major employers & small businesses
- Local governments
- Correctional facilities

BEST PRACTICES

- U.S. DOL Apprenticeship Toolkit
- Mechatronics & Advanced Manufacturing Apprenticeship Program
- WorkNOLA
- LED FastStart Recruiting



**SMALL BUSINESS &
ENTREPRENEURSHIP**

OVERVIEW

The key trends and challenges for Small Business and Entrepreneurship that were identified in the quantitative and qualitative research conducted for Monroe's Community Assessment includes the following:

- Indexed against the comparison geographies, Ouachita Parish's **economy** underperformed over the past 20 years. Recent trends for Ouachita Parish have been concerning, such as the Parish losing three percent of its jobs over a 5-year period (2017Q3 – 2022Q3).
- Ouachita Parish's strongest **employment** sector in both concentration and job quantity is Healthcare and Social Assistance. Other highly concentrated sectors include Utilities; Other Services; and Administrative/Support/Waste Management Services.
- Five-year trends paint a concerning picture for Ouachita Parish's economy. Many of the Parish's employment sectors declined during this period versus growth at the national level, including high-wage knowledge-based industries. The four Ouachita sectors that bettered the national growth rate tend to be lower paying.
- A more detailed look at Ouachita Parish's economy showed that the largest **employment sub-sector** was Restaurants and Other Eating Places followed by Elementary and Secondary Schools. Its most concentrated sub-sectors were

largely in manufacturing, utilities, and assorted other categories.

- The City of Monroe is currently served by **two economic development organizations** with broad, multi-parish footprints. Most communities of Monroe's size have external marketing capacity more narrowly focused on their regional geography. Stakeholders feel that greater returns could be derived from the City's investment in regional marketing.
- For an array of key indicators, Ouachita Parish's **small business dynamism** is equivalent to U.S. averages. The most notable differences are the Parish's percentage of businesses with fewer than ten employees and businesses between zero and five years old.
- **Key entrepreneurial** assets in Monroe include the Small Business Development Center (SBDC) and the Northeast Louisiana Business and Community Development Center (NLBCDC) at ULM and Louisiana Catalyst. While there are a handful of angel investors in Northeast Louisiana, stakeholders said capital availability is limited at this time.
- A potentially transformative **research and development** asset is the Biomedical Research Innovation Park (BRIP), a planned campus with a 60,000 square foot mixed-use laboratory and office building.

In response to these key trends and challenges, the following strategic opportunities areas for Monroe emerged:

- Support the expansion of well-paying sectors of strength, including healthcare and manufacturing
- Leveraging multiple tools to better diversify local employment, including exploration of tactics to improve the development of professional and technical services sectors
- Assessment of opportunities to enhance the marketing of Monroe's advantages to external prospects, economic development influencers, and potential investors
- Improving the local entrepreneurial ecosystem through enhanced availability of investment capital and improved utilization of entrepreneurial and small business support services, programs, and facilities
- Fully realizing and leveraging the vision of the Biomedical Research Innovation Park

PRIORITY PROJECTS & INITIATIVES

The following key projects and initiatives were prioritized by local and regional stakeholders:

- ▲ Fully established Main Street programming
- ▲ Permitting improvements via MyGovernment Online
- ▲ Business retention and expansion program
- ▲ Entrepreneurial space (incl. a business incubator and co-working space)
- ▲ Angel investor network
- ▲ Biomedical Research Innovation Park development
- ▲ Center for Equitable Climate Resiliency

Three of these projects/initiatives are highlighted below as potential opportunities to implement in the short-, medium-, and long-term, including additional details such as ideal lead organization(s), potential partners and target funding opportunities.

SHORT-TERM (> 12 Months)

BUSINESS RETENTION AND EXPANSION PROGRAM

IDEAL LEAD	NELEA
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• City of Monroe• Monroe Chamber of Commerce• West Monroe-West Ouachita Chamber of Commerce• Industry associations• Workforce training providers (e.g., higher education, nonprofits, etc.)• Louisiana Economic Development
FUNDING SOURCE(S)*	Private contributions
GOAL(S)	<ul style="list-style-type: none">• Take a proactive approach to understand and address the needs of existing businesses• Help businesses survive economic challenges, assist them with organizational and/or facility expansions, and increase their competitiveness in the wider marketplace• Attract other businesses by demonstrating the community's business-friendly environment and opportunities for success
PROGRAM FEATURES	<p>Business Assessment: The first step for NELEA in establishing a BR&E program is to conduct an assessment of the existing businesses in the region. This involves surveying business owners to understand their needs, challenges, and growth plans. The assessment should cover areas such as business climate, workforce skills, infrastructure needs, regulatory issues, and market opportunities.</p> <p>Policy Advocacy: NELEA should work closely with local policymakers to create a business-friendly environment. This includes advocating for policies that support business growth and competitiveness, such as supportive zoning laws, streamlined permitting and licensing processes, and tax incentives.</p> <p>Facility Expansion Support: NELEA should assist businesses with facility expansions by providing information on available commercial real estate, facilitating connections with construction firms and architects, and helping businesses navigate the local permitting process.</p> <p>Workforce Development: NELEA should partner with local educational institutions and training providers to offer workforce development programs that are designed to equip workers with the skills needed by local and regional industry sectors. NELEA can also help businesses and training providers access state and federal grants for workforce training.</p>

Financial Assistance: NELEA should help businesses identify and apply* for state incentives, grants, and other financial assistance programs.

Market Expansion: NELEA can assist businesses with market expansion by providing market research services, facilitating connections with potential customers and partners, and offering marketing and branding support.**

Partnerships: NELEA should seek to establish partnerships with other organizations that can provide additional resources and support to businesses. This includes local chambers of commerce, industry associations, universities, and non-profit organizations.

Ongoing Support and Engagement: NELEA should maintain regular contact with businesses to provide ongoing support and to stay informed about their needs and challenges. This can be achieved through regular meetings, surveys, events and newsletters.

Program Evaluation: NELEA should regularly evaluate its BR&E program's effectiveness and make necessary adjustments. This can be done through surveys of participating businesses and analysis of key performance indicators such as job creation, business growth, and customer satisfaction.

*This doesn't necessarily mean that NELEA should complete the applications but can provide guidance and technical assistance, as capacity allows.

**Based on existing and projected capacity, this might be more limited but should still be a consideration given future evolution of NELEA.

According to Buxton, a BR&E program is an ongoing strategy.

“While the goal of any [BR&E] program is to develop and foster long-term positive and productive relationships, it is worth noting there is no one-size-fits-all procedure of conducting a [BR&E] program. Each community should be guided, in part, by the human and fiscal resources available to them.”

“A [BR&E] program is an ongoing, relationship-building strategy, not a one-time event, a marketing strategy, or simply a visit from the mayor. It should never be a solicitation for chamber membership, sponsorships, or sales of any kind. A retention and expansion program should focus solely on a community’s businesses and the efforts needed to ensure they remain and grow in your community.”

MEDIUM-TERM (> 5 years)

ENTREPRENEURSHIP & INNOVATION HUB

IDEAL LEAD	University of Louisiana Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• City of Monroe• NELEA• Monroe Chamber of Commerce• West Monroe-West Ouachita Chamber of Commerce• Louisiana Small Business Development Center
FUNDING SOURCE(S)	<ul style="list-style-type: none">• Delta Regional Authority's Strategic Planning Grant Program• Delta Regional Authority's States' Economic Development Assistance Program (SEDAP)• U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program• U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program• U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Grant
GRANT DEADLINES	<ul style="list-style-type: none">• Delta Regional Authority's Strategic Planning Grant Program Rolling• Delta Regional Authority's States' Economic Development Assistance Program (SEDAP) Late Spring/Early Summer 2024• U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program February 2024• U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program Rolling (i.e. accepting applications most months of the year)• U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Grant Rolling
GOAL(S)/HOW TO APPROACH IMPLEMENTATION	<ul style="list-style-type: none">• Develop a feasibility study for a business incubator (follow EDA guidelines to ensure eligibility for future EAA grant) and entrepreneurial/innovation facility• Identify potential facility(ies) for entrepreneurial and innovation hub• Build partnerships, establish organizational management, develop programming for the hub• Redevelop identified property into an entrepreneurial and innovation hub to support business incubation, R&D, and co-working

COST SHARE

- Delta Regional Authority's Strategic Planning Grant Program | **No cost share**
- Delta Regional Authority's States' Economic Development Assistance Program (SEDAP) | **No cost share**
- U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program | **No cost share, but a 26% local match increases competitiveness**
- U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program | **No cost share, but a 26% local match increases competitiveness**
- U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Grant | **1-to-1 local match (unless EAA funds are appropriated through a disaster supplemental bill, which would typically start at a 20% local match)**
- Delta Regional Authority's Strategic Planning Grant Program | **Funds for the first 12 months are directly awarded until another drawdown is requested**

**REIMBURSABLE/
DIRECT**

For all other grant programs listed above, **grants are reimbursable**

**OTHER
CONSIDERATIONS**

Atlas recommends the following strategy (i.e., fund uses) when considering applying for each grant program:

- Delta Regional Authority's Strategic Planning Grant Program | **Feasibility study**
- Delta Regional Authority's States' Economic Development Assistance Program (SEDAP) | **Capital expenses (i.e., facility development/build out)**
- U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program | **Program operations**
- U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program | **Program operations**
- U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Grant | **Capital expenses (i.e., facility development/build out)**

LONG-TERM (> 10 YEARS)

CENTER FOR EQUITABLE CLIMATE RESILIENCY

IDEAL LEAD	University of Louisiana Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• City of Monroe• City of West Monroe• Ouachita Parish Police Jury• NELEA• Louisiana Delta Community College• Tensas Basin Levee District• Lower Mississippi River Conservation Committee• Louisiana Department of Environmental Quality
FUNDING SOURCE(S)	<ul style="list-style-type: none">• State capital outlays• Federal appropriations (Community Project Funding / Congressionally Directed Spending)• U.S. Economic Development Administration Economic Adjustment Assistance (EAA) Program• U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program• Private contributions
GOAL(S)	<ul style="list-style-type: none">• Leverage regional research institutions in the region to study watershed and flooding issues• Understand climate change impacts on Northeast Louisiana, mitigation efforts, and environmental resiliency• Assess the unique challenges faced by vulnerable populations and problem-solve to minimize harmful impacts
OTHER CONSIDERATIONS	<p>As indicated above, this is a long-term project. Northeast Louisiana will need to establish a substantial coalition to solicit and leverage tens of millions of dollars to bring this project to reality. However, overall, the Center for Equitable Climate Resiliency can be a transformational project for generations to come.</p>

TIMELINE

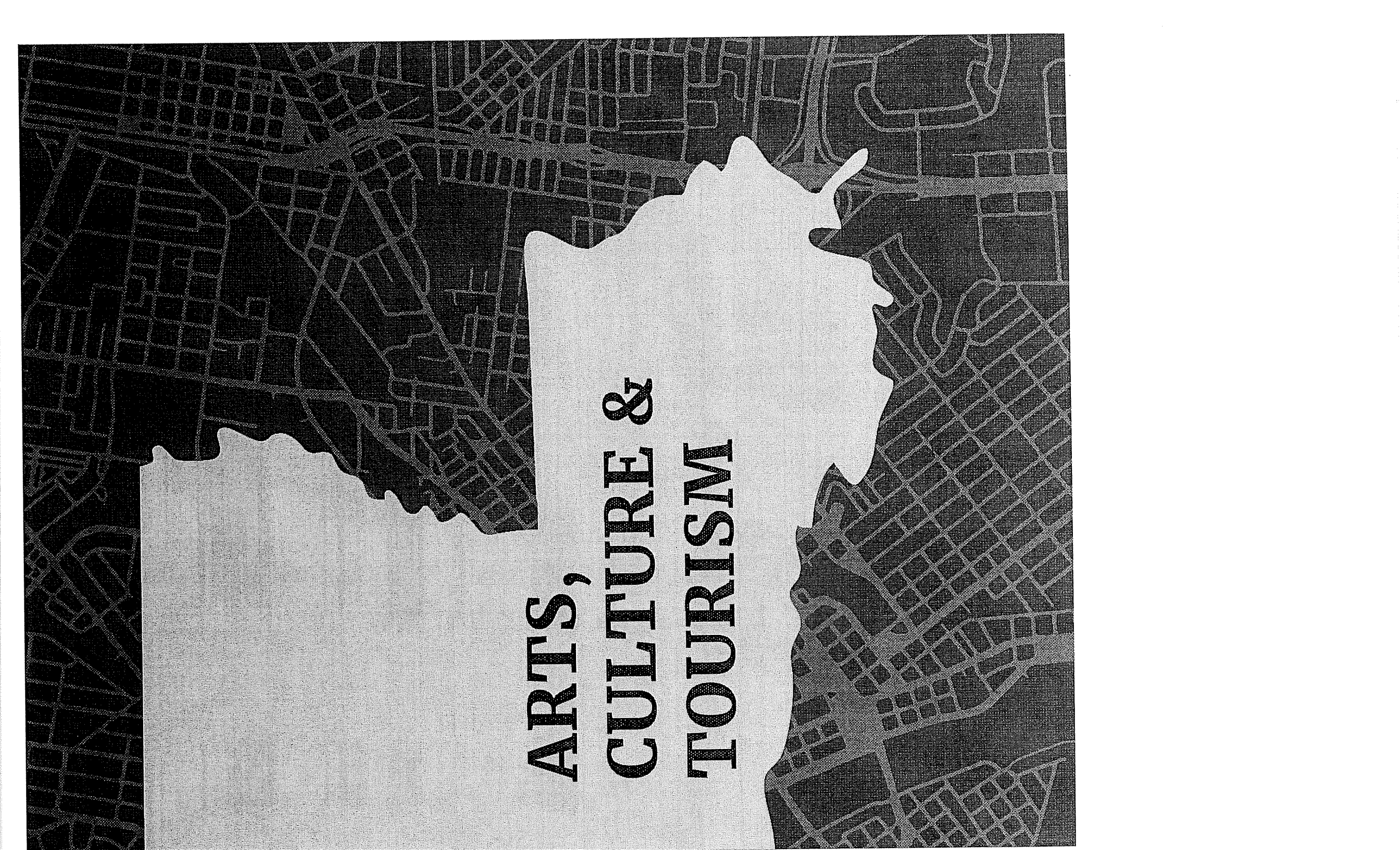
SMALL BUSINESS & ENTREPRENEURSHIP

ANTICIPATED TIMELINE

PRIORITY PROJECT/INITIATIVE	2023	2024	2025	2026	2027	2028
Fully established Main Street programming						
Permitting improvements via MyGovernment Online						
Business retention and expansion program						
Entrepreneurial space (incl. a business incubator and co-working space)						
Angel investor network						
Biomedical Research Innovation Park development						
Center for Equitable Climate Resiliency						

BEST PRACTICES

- Co.Starters
- Center on Rural Innovation
- The Co
- Codefi
- The Water Campus



**ARTS,
CULTURE &
TOURISM**

OVERVIEW

The key trends and challenges for Arts, Culture & Tourism that were identified in the quantitative and qualitative research conducted for Monroe's Community Assessment includes the following:

- **Arts and cultural capacity** in Ouachita Parish scores comparatively well on the 2022 SMU DataArts vibrancy index, leading its peer counties in every category except "other leisure" amenities like hotels, restaurants, zoos, movie theaters, professional sports, and bars.
- Stakeholders feel that Monroe-Ouachita Parish's wealth of arts and cultural organizations, large visual arts community, and many arts facilities and museums are local strengths. However, a scarcity of arts funding, lack of community support, and the deteriorating **condition of certain venues** are concerns.
- **Downtown Monroe** is a local priority, with a three-phase Downtown Master Plan nearing completion with many high-profile recommendations.

In response to these key trends and challenges, the following strategic opportunities areas for Monroe emerged:

- Better leverage and support existing arts and cultural assets
- Renovate and revitalize key local performance venues
- Aggressively resource and implement Monroe's Downtown Master Plan

PRIORITY PROJECTS & INITIATIVES

The following key projects and initiatives were prioritized by local and regional stakeholders:

- ▶ Development of “Funroe Favorites” website
- ▶ Arts & Economic Prosperity study
- ▶ Downtown Monroe Marina
- ▶ Children’s Museum relocation
- ▶ Civic Center facility improvements
- ▶ Parks and recreation facility improvements (aligned with existing plans)
- ▶ Cooly House Restoration
- ▶ Ouachita Candy Co. redevelopment

Three of these projects/initiatives are highlighted below as potential opportunities to implement in the short-, medium-, and long-term, including additional details such as ideal lead organization(s), potential partners and target funding opportunities.

SHORT-TERM (> 12 Months)

DEVELOPMENT OF “FUNROE FAVORITES” WEBSITE

IDEAL LEAD	City of Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Convention & Visitors Bureau• Restaurants• Bars• Attractions• Museums• Event Venues
FUNDING SOURCE(S)*	Local funds
GOAL(S)	<ul style="list-style-type: none">• Promote local businesses in the Monroe area• Attract residents and tourists alike to dine out and experience local attractions• Generate additional sales tax revenue year-over-year
OTHER CONSIDERATIONS	<p>Building a website like this one requires an upfront investment of time and resources, but the greater challenge is website maintenance. It will be critical for the City to assign a staff member to maintain and promote this website regularly so that it doesn't lose its relevance.</p>

MEDIUM-TERM (> 5 years)

CIVIC CENTER FACILITY IMPROVEMENTS

IDEAL LEAD	City of Monroe
POTENTIAL PARTNER(S)	Convention & Visitors Bureau
FUNDING SOURCE(S)	<ul style="list-style-type: none">• State Capital Outlays• Local capital funds• Delta Regional Authority States' Economic Adjustment Assistance Program (SEDAP)• U.S. Department of Agriculture Rural Business Development Grant (RBDG) Program• U.S. Department of Agriculture Strategic Economic & Community Development (SECD) Program
GRANT DEADLINES	<ul style="list-style-type: none">• Delta Regional Authority's States' Economic Development Assistance Program (SEDAP) Late Spring/Early Summer 2024• U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program February 2024• U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program Rolling (i.e. accepting applications most months of the year)
GOAL(S)	<ul style="list-style-type: none">• Establish the Monroe Civic Center as the primary event venue in Northeast Louisiana• Improve facilities to attract local and regional talent as well as national talent• Reimagine the Monroe Civic Center to be a multi-use facility• Maintain the integrity of the facility to provide shelter to those who need it during times of emergency and natural disasters
COST SHARE	<ul style="list-style-type: none">• Delta Regional Authority's States' Economic Adjustment Assistance Program (SEDAP) No cost share• U.S. Department of Agriculture's Rural Business Development Grant (RBDG) Program No cost share, but a 26% local match increases competitiveness• U.S. Department of Agriculture's Strategic Economic and Community Development (SECD) Program No cost share, but a 26% local match increases competitiveness

REIMBURSABLE/DIRECT

For all grant programs listed above, *grants are reimbursable*

**OTHER
CONSIDERATIONS**

Because the Monroe Civic Center can take on a number of uses, there are likely opportunities for creative financing through grants, low-interest loans, and private investment.)

LONG-TERM (> 10 YEARS)

OUACHITA CANDY CO. REDEVELOPMENT

IDEAL LEAD	City of Monroe
POTENTIAL PARTNER(S)	<ul style="list-style-type: none">• Environmental engineering and consulting firm• Architects and civil engineers• Historic preservationists• Construction firm(s)• Attorneys• Private developer(s)
FUNDING SOURCE(S)	<ul style="list-style-type: none">• Leverage regional research institutions in the region to study watershed and flooding issues• Understand climate change impacts on Northeast Louisiana, mitigation efforts, and environmental resiliency• Assess the unique challenges faced by vulnerable populations and problem-solve to minimize harmful impacts
GRANT DEADLINE	N/A
GOAL(S)	<ul style="list-style-type: none">• Revitalize an iconic, historic property along the Ouachita River in downtown Monroe• Develop a mixed-use space including, but not limited to, the following potential uses: retail, commercial office space, entertainment, residential housing (market rate and/or affordable), restaurants and other tourism related attractions• Increase foot traffic in downtown Monroe to repopulate the area with residents and consumers
COST SHARE	N/A
REIMBURSABLE/DIRECT	N/A
OTHER CONSIDERATIONS	The Ouachita Candy Company is a large-scale project necessitating a public-private partnership to move from ideation to implementation. The City of Monroe has a <u>Request for Proposals</u> that is currently accepting proposals from qualified entities.

TIMELINE

ARTS, CULTURE & TOURISM

ANTICIPATED TIMELINE

PRIORITY PROJECT/INITIATIVE	2023	2024	2025	2026	2027	2028
Development of "Funroe Favorites" website						
Arts & Economic Prosperity study						
Downtown Monroe Marina						
Children's Museum relocation						
Civic Center facility improvements						
Parks and recreation facility improvements (aligned with existing plans)						
Cooly House Restoration						
Ouachita Candy Co. redevelopment						

BEST PRACTICES

- [Wilson, Arkansas community website](#)
- [Murphy Arts District](#)
- [Paducah-McCracken County Convention Center](#)



**DEVELOPING
A GRANT
STRATEGY**

There are numerous grant opportunities available for economic and community development projects, whether they be from public sources such as the federal and state governments, or private sources such as philanthropic organizations.

For many communities and nonprofit organizations seeking out these funds, the complexity comes down to one or more of the following factors:

- Not fully understanding the nuanced grant process
- Lack of capacity to apply for and/or administer grants
- Not being proactive about prioritizing projects
- Inability to conduct required pre-development activities to increase competitiveness (e.g., community engagement, planning, preliminary engineering reports, etc.)

The purpose of this section is to help communities and nonprofit organizations with understanding the grant process, with an emphasis on federal grants (collectively understood to be the most difficult applications to complete), and how they can be prepared to develop and submit a competitive application.

Too often, more rural regions miss out on the funding opportunities that are designed to improve their physical infrastructure, workforce development, housing, small businesses, cultural and recreational amenities, and more.

This resource roadmap aims to reverse this trend, providing key insights to help communities like the City of Monroe in leveraging federal, state and philanthropic funds that are not only crucial but necessary to implement their priority projects.

The Federal Grant Lifecycle

Capitol Funding Solutions (CFS) recently published a helpful [article](#) to break down the federal funding timeline and process, from start to finish, to help guide entities in preparing to apply and implement federal grant awards. The article differentiates the pre-award phase from the post-award phase to demonstrate the major activities that fall under each phase.

PRE-AWARD PHASE

Project Identification*: Entities seeking out grant funding often have no shortage of projects/initiatives to be funded. However, it is important to identify which projects are priorities and understand how much funding is needed to implement those projects.

Project Development: Once an entity understands which projects require grant funding to be implemented and how much, it is critical to determine which aspect of those projects would generate a competitive application when submitted (e.g., an entity submitting an application to the U.S. Economic Development Administration to fund a workforce development project would want to make sure their project is focused on facility development and equipment versus program operations, based on EDA's funding preferences.)

Grant Identification: Once the specific funding needs are determined and initial project developments and due diligence are in place, an entity can begin identifying relevant funding opportunities through Grants.gov or federal agency websites.

- **Tip:** Read the entire guidelines (i.e., FOA, NOFO, NOFA, etc.) before proceeding with an application. It will be important to assess eligibility and competitiveness.

Application Preparation: After the appropriate federal grant program is identified, an entity interested in applying must ensure they are compliant with all grant requirements and can generate a complete and competitive proposal. Applicants can write the grants in-house or can work with an external stakeholder, such as a planning and development district or a consultant, to develop their proposal(s).

Proposal Submission: In order to compete for a grant award, an entity must submit their application by or before the designated deadline. Late applications are never accepted for any reason.

EVALUATION & AWARD PHASE

In between the pre-award phase and post-award phase is a period for the funding agency to review and evaluate applications to determine which applicants will receive a grant award.

POST-AWARD PHASE

Award Acceptance: Once the funding agency selects an applicant to receive a grant award, the new grantee will receive a grant agreement and other related documentation to complete and submit to the funding agency before receiving a notification confirming they can begin their project.

- **Note:** generally, funding agencies do not allow grantees to spend funding on their awarded project until all award documentation is submitted and the notice to proceed is provided from the agency to the grantee.

Project Begins: Once the notice to proceed is provided by the funding agency, the grantee can begin implementing their project.

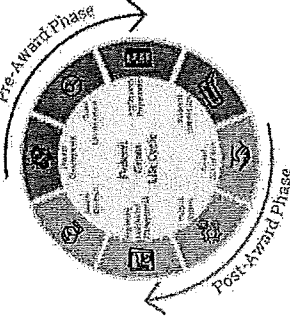
- **Note:** Grant funds are generally provided on a reimbursable basis, meaning the grantee must expend their own funds before they can proportionately receive their grant funds. Reimbursements are submitted to the funding agency through an SF-270 and supporting documentation (e.g., receipts, personnel labor hours, etc.)
- Most funding agencies will accept a request for a partial advance in the event a grantee cannot devote their own funds to project activities, but this is done on a case-by-case basis and is not guaranteed.

Reporting and Award Management: With each grant there are reporting requirements designed to ensure the awarded funding is spent according to the scope of the project (as it was reflected in the application). Generally, grantees will be required to submit a financial report (SF-425) and progress report narrative to the funding agency on a quarterly basis. These reports help the funding agency track the project's grant funds (as they are spent), monitor progress, and measure impact.

Award Closeout: Once the project timeline concludes and the corresponding funding is allocated to the project, the grantee must submit a final report to close out the project. Generally, the funding agency will require a financial report and a final progress report, to validate the project's completion.

- **Note:** Certain grant programs will allow the grantee to request a no-cost extension, so long as the request is submitted to the funding agency at least 30-45 days before the original date for grant closeout. A no-cost extension will provide the grantee more time – generally no more than an additional 12 months – to complete their project, aligned with the original scope and budget. The funding agency will not provide additional grant funds if the grantee's project runs over budget; the grantee is responsible for covering this budget overage.

**Atlas added this activity to CFS' list of activities and descriptors.*



The graphic to the right provides a visual representation of the federal grant lifecycle.

“Federal grant programs are analogous to a life cycle in that once these programs open, grants are frequently **re-administered annually** over a specified number of years.”

- Capitol Funding Solutions

FEDERAL GRANT WRITING

Getting Started

Before applying for a grant, there are certain things that the City of Monroe and other eligible entities should do to ensure they are prepared to submit an application once they find a grant program that they qualify for.

For federal grants, the City of Monroe will need to make sure that they have an active SAM Registration, with a Unique Entity Identifier (UEI), and an active and up-to-date Grants.gov account. It is important to make sure all contact information and authorized representatives are valid and accurate.

Note: some federal agencies use their own grants management system (other than Grants.gov) for the submission of grant applications. Generally, these systems require a separate registration, but do not take as much time to process as SAM.gov or Grants.gov. It is important to read the funding guidelines carefully to understand how applications will be submitted.

Examples of agencies using their own grants management system for the collection of certain applications, include: the U.S. Economic Development Administration (e.g., the EDGE Portal), U.S. Department of Agriculture (e.g., ReConnect Loan and Grant Program portal), and U.S. Department of Transportation (e.g., [Valid Evaluation](#)).

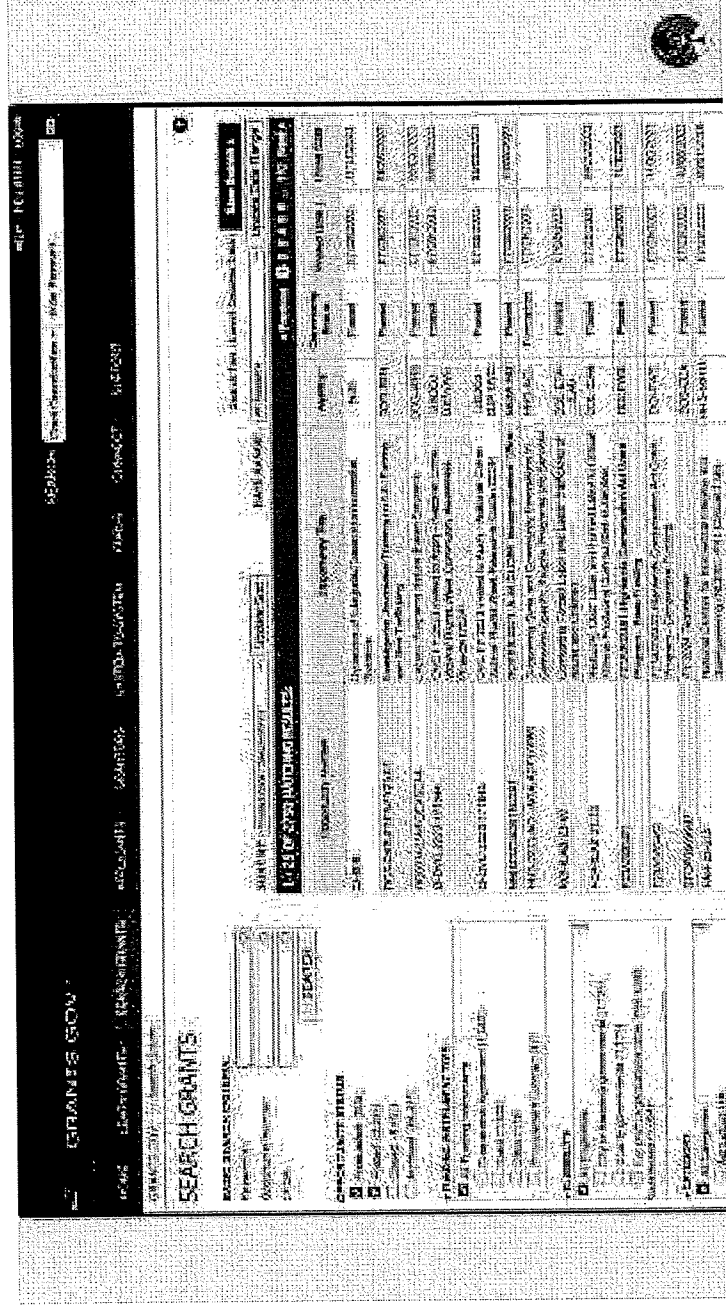
Grant Research

There are hundreds, if not thousands, of grant opportunities available from public and private sources. Sometimes it can be difficult to know where to start.

The following tools and techniques can help prospective applicants conduct research to find appropriate funding opportunities for their projects, and can also help instill a proactiveness and persistence in their approach to grant development, which will benefit them repeatedly in the long-run.

Determine your funding category.

Before searching for a grant opportunity, a prospective applicant must know which project or specific area they are interested in finding funding for. Understanding the project's major activities, anticipated outcomes, and estimated costs will help guide the grants research. In most cases, the City of Monroe will be seeking out "grant" funding, but there are also contracts and cooperative agreements available to eligible applicants. There are a number of selections that can be made on Grants.gov to help filter grant opportunities to match a prospective applicant's project or focus area, but one of the most important filters is the "keywords". For example, if an applicant's project is for workforce development then some keywords they might search are: workforce development, workforce training, job training, etc.



Utilize public databases.

Depending on the organization’s particular funding interests, make use of public databases such as Grants.gov, Sam.gov, or Research.gov (typically used by institutions of higher education or research-oriented organizations). Regularly search for new funding opportunities and set up custom alerts with certain keywords to receive email notifications for funding opportunities related to the organization’s interests.

Visit federal agency websites.

It can be helpful for a prospective applicant to visit websites of federal grant-making agencies to review information about their funding opportunities, and determine which aligns most with their priority projects.

For example, if a project is related to agriculture, it would be helpful to explore the U.S. Department of Agriculture’s (USDA) website. If a project is related to workforce development, it

would be helpful to explore the U.S. Department of Labor’s (DOL) website.

Research previous award recipients.

Conduct research on previous grant recipients to understand what made their projects or applications competitive and successful. Understanding key themes of past award recipients can help a prospective applicant frame their project(s) to set them up for success. Doing this research can also help a prospective applicant determine if this grant opportunity is the right fit for them.

For example, the U.S. Economic Development Administration posts their past grant awards on their website, which can provide prospective applicants with a lot of insight into the agency’s funding priorities.

Connect with grant program staff.

Federal agencies often provide a point of contact for their grant programs. As needed, reach out to the grant program staff to inquire about funding opportunities or ask questions about a specific grant program. It is also critical to establish relationships with grant program staff to increase project visibility and also to receive personal feedback on a proposal. The latter is not always allowable in the pre-award phase, but if an application is not successful, many federal agencies will provide a debrief on an organization's unfunded application if the organization requests this meeting in a timely manner (sometimes this process is specified in the grant guidelines).

Be aware of policy changes.

Sometimes there are legislative or White House mandates that impact the policies of federal grant programs. It is important to monitor agency press releases and relevant news to keep up with major announcements regarding funding opportunities, agency priorities, and new or evolving policies, etc.

Subscribe to newsletters and alerts.

Most, if not all, federal agencies publish regular newsletters filled with information about ongoing programs and resources, as well as upcoming funding opportunities or events (including webinars or training workshops). Organizations should have multiple staff members subscribe to these newsletters to learn as much information as possible because there are a lot of moving pieces with

federal funding opportunities as well as technical assistance offerings. Moreover, these agencies also have social media accounts so it is helpful to follow their accounts to receive the latest news.

Attend program webinars.

Once a funding opportunity is published, most agencies and other relevant organizations host webinars for prospective applicants. During these webinars, there is often time to ask questions of agency staff in real-time. Taking advantage of these webinars can provide prospective applicants with a competitive edge over other applicants (and help others discern whether the grant opportunity is right for them), by learning more about the grant guidelines directly from the funding agency charged with administering the program.

Engage or collaborate with experienced applicants.

Engaging with experienced applicants can help prospective or new applicants understand strategic approaches to consider when applying for a federal grant opportunity. Understanding how the experienced organization managed their application process and developed their proposal can aid prospective applicants as they begin to develop their project and application. In some instances, when engaging with successful applicants located within an organization's target region, there could be potential opportunities to collaborate on grant applications together to demonstrate regional partnerships and impact.

Project Prioritization and Project Readiness

Too often, communities and organizations find a grant first then develop a project to fit the narrow scope and requirements of that particular grant program. Instead of this approach, it is recommended to first assess project priorities then determine how much funding is needed for each project and for what specifically.

For example, let's pretend the City of Monroe has a road rehabilitation project that is a top priority for the community. An engineer has determined the project will cost \$5 million, and the city has allocated \$500,000 to support a portion of the project. The remaining \$4.5 million needs to be supported by external sources of funding. The portion of the project that needs to be funded by non-city sources, includes mill and overlay and undergrounding utilities. At this juncture, the city could conduct research to find which grant programs will fund this type of project and allow these specific costs. The city can then determine how it will allocate its \$500,000 commitment so that the rest of the project can be funded by the identified grant program(s), ensuring all costs are eligible to be covered by those particular program(s).

This example illustrates a more effective approach for how to apply and compete for federal funding. This strategic approach requires a certain level of proactiveness and organization, but is not out of reach for the City of Monroe. In taking this a step further, it will be important

to understand how to choose the appropriate grant program(s) to apply for.

There are several questions that applicants will need to consider before pursuing a specific grant:

- ▶ Is my organization eligible to apply?
- ▶ How many awards does the funding agency intend to make?
- ▶ How much funding is being made available through the program and what is the allowable budget range?
- ▶ Is my project's scope of work eligible for funding and does it align with the purpose of the program?
- ▶ What is my project's budget and what are the funds needed for?
- ▶ Is there a cost share or match requirement? What are the funder's priorities?
- ▶ Are there certain requirements that need to be met before applying (e.g., completed strategic plan, preliminary engineering report, environmental assessments, etc.)?
- ▶ Will I need to demonstrate partnerships as a part of my project?
- ▶ Will my organization need to secure letters of support or commitment?
- ▶ Are there supplemental documents that need to be attached to the application upon submission?
- ▶ How will applications be evaluated?

The answers to these questions, and more, will help an applicant assess their level of readiness. Moreover, one of the most important aspects of the grant guidelines is the application evaluation criteria. Understanding how the funding agency intends to evaluate applications will not only help a potential applicant determine if they should

apply for the grant, but will also help them understand or estimate how they will perform against the funder's evaluation criteria. If an honest assessment of the application meets or exceeds most of the evaluation criteria then it will likely be a competitive project for the funder to consider.

Tip: search for information about the funder's past projects. There are a lot of insights that can be gleaned from conducting this exercise because past grant awards will share certain aspects or themes that are likely important to the funder. This will give a prospective applicant a leg up in understanding different ways to approach the application and compete for funding.

Cost Sharing/Matching Requirements

Most federal grants – and even state and foundation grants – require a match. Although the requirements will differ, the basic principles of matching requirements are the same. The cost share or match is the portion of the project costs that are not paid for by the funding agency, but are instead provided by the applicant or other source. The funding agency will determine the match requirements, which is typically based on a percentage of the total project budget. There are some grant programs that will waive the matching requirements for rural or economically distressed applicants (e.g., U.S. Department of Transportation RAISE Grants), but this is only rarely the case.

Matching funds can come from a variety of sources. In most cases when matching a federal grant, the funding agency will only allow non-federal funds, such as a match from one or more of the following:

- The applicant (in this case, the City of Monroe)
- State government
- Other local government funds (e.g., county)
- Private sector entity
- Philanthropy/foundation
- Other non-federal entity

There are two main types of matching funds:

CASH

direct project expenses the applicant provides towards the project budget (such as personnel salaries, travel, equipment, or supplies) or cash from other non-federal grants.

IN-KIND

non-cash contributions from the applicant or a non-federal partner, specifically for the project being submitted in the grant proposal. In-kind match calculates the value of property, equipment, goods, or services contributed to the project. Examples include volunteer time, catering, equipment, space rental, or technical assistance.

Most funding agencies and grant programs allow for a combination of both.

Reminders:

- Include in your application a signed match letter or other documentation that 1) defines the match amount the city will provide and 2) ensures that the funds will be committed to the project and available as needed with no restrictions.
 - For public bodies, such as the City of Monroe, a resolution including the previously described information and approved by city council, will be required in lieu of a signed match letter.
 - If there are other organizations providing matching funds, provide documentation of that funding via letter or other documentation, as required by the funding agency.

Match funds can only be committed and reported as a cost share once. "Double dipping" is not allowed!

Budgeting

When applying for a grant, the proposal narrative is often misconstrued as the main feature. However, the project budget and corresponding narrative are equally as important and should be thoroughly and intentionally developed along with the proposal narrative.

When developing a project's budget, there are a number of strategies to keep in mind:

Start early. It's important to consider costs when designing the project scope of work. The budget shouldn't be an afterthought. It is recommended to develop a budget outline with high level cost estimates for each major category (i.e., personnel, fringe benefits, equipment, travel, supplies, contractual, other) then tweak as necessary throughout the development of the project narrative.

Understand grant requirements and limitations.

Each funding opportunity is different and is governed by unique policies and regulations. It is important to consider certain aspects of each program before developing the project budget, such as:

- Minimum and maximum funding levels. Each grant program has an award floor (the minimum amount of funding that can be applied for) and an award ceiling (the maximum amount of funding that can be applied for).
- Cost share or match. Generally, the cost share or match is a percentage of the total project budget that will be funded by the applicant or other non-federal sources. The remainder is the total request amount that will be funded by the federal agency, if awarded.
- Eligible expenses. Not every cost is eligible for federal funding. For example, most programs do not allow for pre-award costs, such as grant writing, to be paid for by the grant award. However, most, if not

all federal grant programs, allow for limited post-award expenses such as monitoring and reporting to be paid for by grant funds through indirect costs.

- Period of performance. Generally, grant funds are disbursed during the period of performance, which can sometimes be anywhere between 12 and 60 months depending on the grant program. It is important to consider how funds will be spent over the period of performance, which should be reflected accordingly in the budget and budget narrative.
- Format. Generally, federal grant programs require a budget (to be completed in a form) and a budget narrative (to explain in greater detail) how funds will be used, if the applicant is awarded. It is important to pay attention to the format requirements for the budget, which can vary from program-to-program.

Be reasonable when calculating costs. It is important to be realistic when calculating budgetary costs. Application reviewers will evaluate the budget based on its alignment with the project narrative, but more importantly, will review the budget to ensure the costs are necessary and reasonable for the scope of the project. If the budget is too high, then the project will seem less credible and feasible to reviewers; this is also true if the budget is too low for the proposed scope of work. If possible, request quotes from relevant vendors or contractors to better estimate costs. Depending on the grant program

requirements and procurement regulations, there are times when quotes are requested to be submitted with the application to substantiate the grant request.

Align with the project narrative. When developing the budget, make sure that whatever is included in the budget and budget narrative aligns with what was proposed in the project narrative (and vice versa). All project activities included in the proposal narrative must be reflected in the budget, and the budget must be consistent with all other aspects of the application.

Most, if not all, grant programs allow for indirect costs to be incurred during the life of the grant. The typical amount for indirect costs is 10% of the total budget, and these funds are often used to support grant administration activities, such as monitoring and reporting. Generally, funding agencies do not ask the applicant to disclose what the indirect costs will be used for, but it will be important to show the calculation of the indirect costs in the budget narrative so the application reviewers understand how the costs were calculated (e.g., a \$100,000 grant request would allow for \$10,000 in indirect costs, which means \$90,000 could be used for project activities).

For some organizations, such as universities, funding agencies will accept their Negotiated Indirect Cost Rate Agreement (NICRA) to calculate their indirect costs. This is not true in the case of the City of Monroe, but is explained for informational purposes only.

Advocacy

In today's competitive landscape of securing federal grants, the importance of community engagement, coalition-building, and congressional support cannot be overstated. Congressional members play a pivotal role in elevating an applicant's chance for success in securing federal grant dollars.

It is critical for the City of Monroe to actively engage with their congressional delegation in a variety of ways, which will require a proactive and consistent approach:

Identify and establish relationships with relevant congressional offices who have a vested interest in supporting Monroe's priority projects.

Tip: Don't underestimate the importance of congressional office staff! Ultimately, staff members help guide the policy-making decisions of congressional members.

On a regular basis, request meetings with congressional offices to discuss community projects to keep them informed of ongoing progress and to learn more about any legislative developments, such as grant opportunities or relevant regulatory measures.

When applying for a federal grant, **develop a one-pager overview of the project**, including important information such as a project summary, anticipated outcomes, total budget

(including a breakdown of the federal request versus matching funds), and timeline. If possible, describe how the project aligns with federal priorities and provide visuals, if applicable (e.g., transportation improvement renderings).

With plenty of time before the grant deadline, **request letters of support from your congressional delegation** (as well as from your governor) to demonstrate their support of the city's project(s).

Shortly before a grant application is submitted (or shortly thereafter), **organize a site visit with relevant congressional offices** – inviting the congressional member and staff – to visit Monroe to learn more about priority projects. The site visit will provide them the opportunity to actually witness the projects firsthand, and will allow the city to provide a briefing on existing challenges, recent accomplishments, and future opportunities to leverage their support. It is important to demonstrate the impact of Monroe's priority projects – those that have been completed as well as those that are ongoing or need to be implemented.

Once an application has been submitted, **ask the congressional delegation to advocate on the city's behalf, when speaking to federal agency leadership**. It cannot be overstated how important this is for congressional members to reiterate their support for Monroe's projects, above and beyond a letter of support, which is often not officially evaluated in the grant review process.

Other Considerations

When submitting a grant application through Grants.gov, it is important to **submit before the final minutes of the deadline**. As Murphy's Law states, "Anything that can go wrong will go wrong." When it comes to federal grants, submit your applications early and often! There are times when the Grants.gov system is down and a funding agency will not accept your application past the deadline – no exceptions.

If an entity has submitted an application in the past and the application was not selected for funding, there are certain funding agencies that will offer to provide the denied applicant **a debrief so the applicant can learn more about how to improve future applications**. Some funding agencies require that a debrief request be submitted within a certain time frame after the application cycle closes, so it is important to be aware of these circumstances and limitations.

FEDERAL GRANT ADMINISTRATION

Grants Management

Managing a federal grant can be complex, especially when an organization has numerous grants to administer concurrently. Grants management involves monitoring the project's progress, ensuring compliance with the grant's terms and conditions, and reporting to the funding agency. Generally, responsibilities include maintaining financial records, preparing progress reports, managing audits, and ensuring that the project is completed within the grant's timeframe and budget, and in accordance with the approved project's scope of work.

In every stage of the grant lifecycle, effective grants management requires clear communication, meticulous record-keeping, and strict adherence to the grant's terms and conditions.

While the "grants manager" is not necessarily the individual implementing the project on a day-to-day basis, they are responsible for ensuring the "grant implementation team" is proceeding with the project efficiently and effectively, with respect to the project scope, budget, timeline, and governing policies/procedures.

Tip: Before proceeding with the application of a grant, identify the roles and responsibilities of each individual who will be involved in the process, from start to finish – especially the "grants manager".

Monitoring and Reporting

Federal funding agencies will monitor project progress and expenditures through various programmatic and financial reporting procedures, and will evaluate performance metrics outlined and executed in the grant agreement. Although the majority of grantees administer their grant awards appropriately, these monitoring procedures are in place to maintain transparency and to prevent fraud and abuse of taxpayer dollars.

Once awarded a grant, the funding agency will typically assign a grants management officer to oversee the grantee's project and award administration. The grantee should maintain open lines of communication with their grants management officer throughout the period of performance to submit reports (as outlined in the grant agreement) and to alert them of any issues that might come up during grant administration or project implementation.

Note: federal agencies and federal grants are subject to audits so it will be important to maintain thorough and accurate records.

Celebrate Wins – Big & Small

Celebrating success in community economic development is a critical component of fostering buy-in, generating interest from strategic partners, developers, and investors, and sustaining momentum for future initiatives. This celebration serves as a testament to the collective effort and resilience of the community, reinforcing the belief in the potential for positive change and growth. It also serves as a powerful tool for attracting external support, as it showcases the community's capacity to successfully implement and manage projects, thereby increasing confidence among potential partners and investors.

There are many ways to celebrate wins - big and small - but the following are a few suggestions to consider:

Press releases: these aren't just formal announcements. They are stories of Monroe's journey, the hurdles overcome, and the impact the city and partners have made. They reach a wide audience, including potential investors, who might be interested in what Monroe is doing.

- It's important to keep the local media in the loop about community projects being started, underway and completed so they can publish this information to their broader audience and get the good news out.

Social media: these platforms offer another avenue for celebrating success.

Posting success stories, photos, and videos of community projects can create a buzz and generate widespread interest. It allows for real-time updates and engagement, fostering a sense of inclusivity and transparency. It also provides an opportunity for community members to share their experiences and testimonials, adding a personal touch to Monroe's narrative of growth and success.

Thanking funders: publicly acknowledging and thanking project funders and supporters is also crucial. It not only demonstrates gratitude but also highlights the collaborative nature of community projects in Monroe. It sends a clear message to potential investors and partners about the city's appetite for collaboration, which can be a significant motivating factor for future involvement.

Tip: Don't forget to invite the congressional offices, the governor, and state legislators to ribbon cuttings or big events celebrating community economic development projects!

OTHER TYPES OF GRANTS

State Grants

Louisiana State Agencies offer financial assistance for various types of projects.

To keep up with these programs and resources, the City of Monroe should:

- Subscribe to relevant state agency newsletters and follow their official social media accounts
- Engage with state agency staff to discuss potential projects and increase their familiarity with Monroe's challenges and opportunities
- Review information provided on state agency websites, especially for the following agencies and offices:
 - Department of Agriculture and Forestry
 - Department of Children and Family Services
 - Department of Culture, Recreation, and Tourism
 - Department of Environmental Quality
 - Department of Natural Resources
 - Department of Public Safety
 - Department of Transportation and Development
 - Department of Wildlife and Fisheries
 - Division of Administration
 - Governor's Office of Homeland Security and Emergency Preparedness
 - Louisiana's Community and Technical College System

- Louisiana Economic Development
 - Louisiana Workforce Commission
 - Office of the Governor
- University of Louisiana System

State Capital Outlays

The City of Monroe should maintain regular communications with their state legislators, especially as it relates to capital outlay requests. In many cases, state funds are not only important but necessary to implement large-scale (or expensive) infrastructure projects, such as water and sewer systems or transportation improvements.

Philanthropic/Foundation Grants

There are many opportunities to partner with philanthropic organizations or foundations on collaborative projects that align with the priorities of Monroe as well as the funding organization.

There are a few steps Monroe should take to gain access to these funds:

- Research philanthropic organizations that are either located in Louisiana or willing and able to fund projects in Louisiana
- Use online databases, such as Candid, to identify philanthropic organizations/foundations
- Identify shared goals and priorities
- Engage program officers at funding organization(s)
- Network with organizations throughout the parish and multi-parish region to explore the possibility of regionally-impactful projects (this might be important to some funders)

- Develop compelling proposal(s) that aligns with the shared priorities of the City and philanthropic organization(s)
 - Identify realistic and attainable outcomes
- Monitor performance and maintain comprehensive records for the purposes of reporting to the funder and also to demonstrate their return on investment (to hopefully encourage future investment in Monroe)

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO SIGN AND ACCEPT A LOUISIANA HIGHWAY SAFETY COMMISSION FY 2024 TRAFFIC SAFETY ENFORCEMENT GRANT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Louisiana Highway Safety Commission authorizes grants each fiscal year for overtime traffic enforcement, including Occupant Protection Enforcement and Impaired Driving Enforcement, to help reduce fatal and injury crashes on Louisiana roadways.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Mayor Friday Ellis is hereby authorized to sign and accept a Louisiana Highway Safety Commission FY 2024 Traffic Safety Enforcement Grant in the amount of \$39,000.00 for the purposes described above.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ____ day of September 2023

CITY CLERK

CHAIRPERSON

SUB-GRANT BETWEEN STATE OF LOUISIANA (Revised 3-23-23)

Department of Public Safety Services
LOUISIANA HIGHWAY SAFETY COMMISSION

Monroe, City of

AND

Monroe, City of

IMPLEMENTING AGENCY (if different from Sub-grantee): Monroe Police Department

SUB-GRANT NUMBER (ISIS/LAGOV):

LHSC PROJECT NUMBER: 2024-30-40

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES
AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

SUB-GRANTEE (Legal Name if Corporation)

FEDERAL EMPLOYER TAX ID NUMBER

Monroe, City of

726000903

STATE LDR ACCOUNT # 418467001

SUB-GRANTEE UNIQUE IDENTIFIER NUMBER: KD61C3KL9855

STATE VENDOR NUMBER: 310092055

STREET ADDRESS

TELEPHONE NUMBER: (318) 355-3182

1810B Martin Luther King Jr Dr

CITY Monroe

STATE LA

ZIP CODE 71202

SUB-GRANTEE EMAIL ADDRESS: vince.brown@ci.monroe.la.us

PROJECT TITLE: LHSC FFY 2024 Traffic Safety Enforcement

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (Scope):

Conduct overtime traffic safety enforcement as part of the LHSC FFY 2024 traffic safety effort.

BEGIN DATE October 1, 2023

END DATE September 30, 2024

MAXIMUM SUB-GRANT AMOUNT N/A

MULTI-YEAR SUB-GRANT BREAKDOWN N/A

FEDERAL AWARDING AGENCY: U. S. DEPARTMENT OF TRANSPORTATION/NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION (NHTSA)

FUNDING:

Award Description	Assistance Listing Number	FAIN NUMBER	Awarded Amount
BIL NHTSA 402	20.600	69A37524300004020LAO	\$19,000.00
BIL 405d Impaired Driving Mid	20.616	69A3752330SUP405DLAM	\$20,000.00
			\$0.00
			\$0.00
			\$0.00
		Total Federal Award:	\$39,000.00
Sub-grantee Matching Funds			\$0.00
Sub-grantee Program Income			
		Total Project Costs:	\$39,000.00

* per NHTSA guidance State sub-grants are discretionary



ATTACH BUDGET HERE:

Funding for this sub-grant begins on October 1, 2023 and ends September 30, 2024. This funding is not transferable to the following fiscal year and should be used in the fiscal year as planned. All reporting and close out requirements contained in the LHSC Manual for Sub-grants apply to this sub-grant.

The LHSC funds are to be used to promote traffic safety and to save lives and are not intended to be used for monetary gain of any kind.

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:
Upon approval of a completed claim packet as described in Section E below.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: LHSC Program Coordinator

A. Sub-grantee Performance Measures:

- Number of impaired driving checkpoints conducted/participated in
- Number of impaired Driving enforcement hours conducted.
- Number of impaired driving saturation patrols conducted
- Number of occupant protection checkpoints conducted/participated in
- Number of occupant protection enforcement hours conducted in rural parishes
- Number of occupant protection saturation patrols conducted
- Occupant protection use rate in target area.
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities in rural areas.
- Number of (or percent) of unrestrained passenger vehicle occupant fatalities.
- Number (or percent) of nighttime occupant protection enforcement hours conducted
- Number of (or percent) of fatal crashes involving drivers age 20 or younger.
- Number of (or percent) of fatalities involving a driver or motorcycle operator with BAC at 0.08 or greater.

B. Sub-grantee Performance Targets

- a. This sub-grant is a part of the Louisiana Highway Safety Commission (LHSC) statewide FFY 2024 Fatal and Injury Crash Reduction Effort. The primary objective of this effort is to reduce fatal and injury crashes on Louisiana roadways.
- b. The sub-grantee agrees to support the LHSC statewide performance targets as listed on the LHSC website at: Louisiana Highway Safety Commission Website
- c. Sub-grantee Specific Performance Target(s):
 - i. Complete at least 90% of the contracted overtime enforcement hours by the end of the contract period.
 - ii. Conduct/participate in at least four (4) day or night Occupant Protection (OP) Checkpoints, one per quarter, throughout the contract year.
 - iii. Conduct/participate in at least two (2) Occupant Protection (OP) Checkpoints and/or Saturation Patrol efforts during the May Click It or Ticket campaign
 - iv. Conduct/participate in the April Buckle Up In Your Truck Occupant Protection (OP) Enforcement campaign.
 - v. Conduct/participate in at least four (4) DWI Checkpoints and or Saturation Patrol efforts, one per quarter, throughout the contract year.
 - vi. Work each of the twelve months of the performance period with special emphasis on the five waves listed under **D. Sub-grant Requirements**

Reduce impaired driving related fatal crash rate 1 percent in target area.
Reduce unrestrained fatalities 1 percent in target area.
Increase occupant protection use rate by 1 percent in target area.
Reduce motorcyclist fatalities 1 percent in target area.
Reduce fatal crashes involving drivers age 20 or younger by 1 percent in target area.

C. Sub-grantee Deliverables:**a. Evidence-Based Enforcement Plan**

All agencies must use an evidence-based enforcement approach for this sub grant. Evidence-based enforcement requires your agency to:

- i. Deploy enforcement resources based on the analysis of crashes, crash fatalities, and injuries. Crash analysis, and other traffic safety reports, may be located on-line at the LSU Center for Analytics and Research in Transportation Safety (CARTS) at: and the National Highway Traffic Safety Administration (NHTSA) at: Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources.
- ii. Continually follow-up and adjust your enforcement plan based on crash data analysis and changes in traffic safety problem identification.
- iii. Document (i) and (ii) above.

b. Other Special Conditions for Enforcement

- i. The acceptance of this LHSC contract and its reimbursement monies in no way requires or encourages the law enforcement agency to offer any reward or other benefit to any law enforcement officer based on the number of citations issued. Law prohibits tying rewards or benefits to a specific number of citations.
- ii. Your agency will be considered to comply with LHSC performance expectations as long as they can demonstrate completion of enforcement activity efforts with some measure of success. Failure to achieve any performance expectation will not exclude your agency from consideration for future funding.

c. Occupant Protection Enforcement

- i. **Nighttime Drivers**
All agencies are required to conduct at least 15% of their occupant protection activities (both saturation patrols and checkpoints) during nighttime hours between 1800 hours and 0600 hours.
- ii. **Pickup Truck Drivers**

All agencies are required to participate in the Buckle Up In Your Truck campaign. Enforcement activities include occupant protection checkpoints and/or saturation patrols focusing on pickup trucks.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Occupant Protection, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the occupant protection use rate in your jurisdiction, which is 87.70% for Ouchita Parish. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Your agency is encouraged to participate in the half-day occupant protection/child passenger safety training for all officers working OP overtime enforcement. Additional information on the course may be obtained by calling Bridget Gardner at (504) 702-2296.

d. Impaired Driving Enforcement

When conducting sobriety checkpoints, your agency will adhere to Supreme Court guidance as set forth in State of LA v. Leon Jackson located at the listed link below.

Additional guidance on procedural orders may be obtained via Louisiana State Police, Operational Development, (225) 925-6202

Conduct Impaired Driving checkpoints and/or saturation patrols on at least four (4) nights during each of the four (4) NHTSA/LHSC Impaired Driving waves listed in this contract under E. Sub grant Requirements #.

Conduct Impaired Driving checkpoints and/or saturation patrols at high-risk locations within your jurisdictions.

Conduct Impaired Driving checkpoints and/or saturation patrols in a highly visible manner, supported by public information and education (PI&E) activities.

NHTSA does not require or encourage states to use arrest, citation, contact quotas, or ratios. As mandated by Congress, states use a performance measure framework agreed to by NHTSA and the Governors Highway Safety Association. All agencies should schedule enforcement officers to work High Visibility Traffic Enforcement focused on Impaired Driving, during the hours of the day and days of the week that have the greatest deterrent effect based on crash data. The production of officers should be commensurate with the impaired driving related fatal crash rate in your jurisdiction which is 31% for Ouchita Parish in 2022. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

Encourage SFST Certifications for all officers working DWI overtime enforcement.

Your agency is encouraged to conduct joint DWI checkpoints with other agencies, including the Louisiana State Police.

Provide press release notice of your agencies scheduled DWI checkpoints on grant overtime to: terry.chustz@la.gov

2024-30-40

Clearly document Impaired Driving checkpoints and/or saturation patrols, and your agencies supporting PI&E activities, on the monthly LHSC reimbursement forms Annexes B and the online Annex C.

Ensure that no more than 40% of Impaired Driving funds are used to conduct Impaired Driving checkpoints.

Your agency is encouraged to participate in LADRIVING, the electronic DWI arrest report system. This program is web-based, secure, paperless, and is provided free of charge along with necessary training. For information and/or training contact the LHSC LADRIVING training coordinator, Cory Reech, at: Cory.Reech@la.gov or ladriving@la.gov

e. Other Traffic Safety Activities

- i. **Speed Enforcement:** If your contract includes Speed enforcement, your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.
- ii. **Juvenile Underage Drinking Enforcement:** If your contract includes juvenile underage drinking enforcement (JUDE) your agency will work overtime enforcement hours geared toward the reduction of underage drinking. Enforcement operations will be conducted at retail alcohol beverage establishments, special events (such as sports events), and areas where underage procurement and consumption are identified.
- iii. **Distraacted Driving Enforcement:** If your contract includes distracted driving enforcement, your agency to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

f. Motorcycle Enforcement

All agencies are encouraged to conduct motorcycle endorsement checks as part of normal traffic safety enforcement efforts.

g. Moving or Other Hazardous Violations Enforcement

Take appropriate enforcement action on other hazardous moving violations observed during grant- funded overtime and report those actions on monthly Annex C reports.

h. Pedestrian and Non-Motorized Enforcement

If your contract includes Non-Motorized enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to the safety of pedestrian, bicycle, and non-motorized transportation safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

i. Rail Grade Enforcement

If your contract includes Rail Grade enforcement, your agency will work overtime hours geared toward the enforcement of laws relating to rail grade crossing safety. Your agency is expected to deploy enforcement resources during the hours of the day and days of the week that have the greatest deterrent effect based on an analysis of the crash data. Your agency is responsible for analysis of agency specific information to determine where to best deploy enforcement resources. Agencies will be considered to comply with LHSC performance expectations as long as they demonstrate completion of enforcement activity efforts with some measure of success.

j. Earned Media

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct additional traffic safety enforcement activities throughout the year by November 30, 2023

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in sustained Nighttime Enforcement of the State's seat belt and child passenger safety |

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the LHSC Buckle Up In Your Truck traffic safety campaign during the first week of the campaign that runs from APR 20-27, 2024.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Click It or Ticket traffic safety campaign during the first week of the campaign that runs from November 18-25, 2023 and the Click It or Ticket National Mobilization that runs from May 20- June 2, 2024.

Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your receipt of the grant and participation in the NHTSA/LHSC Drive Sober or Get Pulled Over traffic safety campaign during the first week of the campaign that runs from December 15, 2022-January 1, 2024.

D. Sub-grant Requirements

- a. Your agency must provide the LHSC Coordinator with a copy of your internal control procedures for monitoring federal grants prior to submission of your first grant claim.
- b. The LHSC supports Louisiana's Strategic Highway Safety Plan (SHSP) Regional Traffic Safety Coalitions. All sub-grantees are strongly encouraged to participate in their regional Traffic Safety Coalition. **For coalition meeting information, please visit www.destinationzerodeaths.com.** Destination Zero Deaths
- c. All reimbursement requests must be submitted monthly and include all supporting documentation. All reimbursement requests must be verified for accuracy and sub-grant compliance prior to submission.
- d. Notify the LHSC Commission members and LHSC staff members prior to activities and events conducted in support of this sub-grant.
 - i. Earned media:
 - Public awareness and education is a critical component of traffic safety. The use of earned media through press releases and public press events is designed to increase public awareness about ongoing education and enforcement efforts and to gain voluntary compliance with traffic safety laws.
 - You are encouraged to engage your local media outlets through the grant year to increase public awareness of traffic safety issues and your agency's traffic safety efforts.
 - The LHSC understand that agencies do not have control over what your local media outlets actually publish. Submission of a press release to a media outlet demonstrates compliance with the earned media requirement listed below.
 - ii. Your agency is required to: Issue at least one press release, and/or participate in at least one public press event (examples: radio and television interviews, press conferences, etc.) related to your agency receiving a grant from the LHSC to conduct/promote traffic safety by November 30, 2023.
- e. Copies of required press releases and/or other media event documentation must be included with the monthly claim packet and indicated on the AnnexC.
- f. Support the LHSC/National Highway Traffic Safety Administration campaigns for occupant protection and impaired driving.

Occupant Protection Campaigns

Click It or Ticket Thanksgiving
Buckle Up in Your Truck
Click It or Ticket National Mobilization

November 18-25, 2023
April 20-27, 2024
May 20-June 2, 2024

Impaired Driving (Drive Sober Get Pulled Over (DSGPO)) Campaigns

Drive Sober or Get Pulled Over/Christmas/New Year
Drive Sober or Get Pulled Over/Mardi Gras
Drive Sober or Get Pulled Over Independence Day
Drive Sober or Get Pulled Over National Mobilization

December 15, 2023-January 1, 2024
February 2-13, 2024
July 3-7, 2024
August 16-September 2, 2024

Your agency is required to:

- i. Submit an approval request to the LHSC (15 days) in advance for any materials circulated publicly on behalf of the LHSC.
 - ii. Coordinate all press events, including but not limited to, press releases, media advisories, and press inquiries, with the LHSC Coordinator.
- g. If funded in this agreement, any travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in **Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49)**. All out of state travel will be subject to prior approval by the LHSC.

Routine in-state travel is mileage is reimbursed at the published GSA rate for mileage; out-of-state travel will include lodging, mileage, airfare, and conference registration fees, hotel and airport parking, and ground transportation. Out-of-state destinations shall include highway safety related conference only. Travel not specified on the sub-grant budget summary page must be submitted in writing and approved in advance by the LHSC Executive Director.

Submit requests for out-of-state conference travel to LHSC within the first quarter of the sub-grant year or within 90 days of received an approved sub-grant. Extension of this period must be specifically approved by the LHSC. Requests for travel cost reimbursements must include a **Travel Expense Account Form (DPSMF1382)**. All travel, other than the routine in-state mileage, must be approved by the LHSC no later than 15 days prior to the date of travel.

h. If included as part of this sub-grant agreement, the agency will make any LHSC approved equipment or other purchases in the first quarter of the sub-grant or within 90 days of receiving an approved sub-grant. Prior to placing the order, the agency will submit specifications for the items to be ordered to the LHSC Program Coordinator for review and approval. Once approval is received, the agency may order approved items. All purchases must be in accordance with State of Louisiana purchasing guidelines. For additional information, please refer to and the Louisiana Office of State Procurement website – **Louisiana Office of State Procurement Website**

i. Your agency agrees to work with the LHSC Law Enforcement Liaison(s) (LEL) assigned to your area:

Terry Thompson Email:terryt473@gmail.com Phone: (318) 334-4805

E. Project Reporting, Monitoring, and Evaluation

Complete reimbursement claims, including applicable Annexes must be submitted on a monthly basis. Your agency will receive claim packets or a link to claim packets prior to your first submission due date. Claims must be received by LHSC no later than the 20th of the month. Due to state and federal audit requirements, no corrections are allowed in the amounts on the Annex A. Please review claims carefully prior to submission. Claims needing corrections/revisions will be returned to the submitting agency for corrections, which will result in a delay of your agency's reimbursement. **Important Reminder: Final claims for reimbursement must be received by October 30, 2024.** Sub-grantee agrees that project activities, reporting, monitoring, and evaluation will be in accordance with the current LHSC Manual for Sub-grants which includes **Certifications and Assurances** required by all federal fund sub-grantees and is available for review at LHSC Subgrant Manual

Sub-grantee agrees that reimbursement claims, including all documentation and contractually agreed upon data will be submitted on a monthly basis. Incomplete or incorrect claim forms will not be processed by LHSC. They will be returned to the sub-grantee. All claims must be submitted as directed by LHSC Coordinator.

- a. All records and supporting documentation related to this sub-grant must be maintained by the agency for the current year plus five (5) years.

- b. The sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this agreement is terminated and/or a lawsuit is filed. Specifically, the sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.
- c. The Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of sub-grantee which relate to this agreement.

F. Taxes

Before the sub-grant may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Sub-grantee is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Sub-grantee shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Sub-grantee resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Sub-grantee fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Sub-grantee and without penalty.

G. Termination for Cause

Should the State determine that the Sub-grantee has failed to comply with the Sub-grant's terms, the State may terminate the Sub-grant for cause by giving the Sub-grantee written notice specifying the Sub-grantee's failure. If the State determines that the failure is not correctable, then the Sub-grant shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Sub-grantee to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Sub-grantee to make the corrections or the State may notify the Sub-grantee of the Sub-grant termination date. If the Sub-grantee seeks to terminate the Sub-grant, the Sub-grantee shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

H. Termination for Convenience

State may terminate the Sub-grant at any time without penalty by giving thirty (30) days written notice to the Sub-grantee of such termination or negotiating with the Sub-grantee a termination date. Sub-grantee shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

I. Remedies for Default

Any claim or controversy arising out of this sub-grant shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

J. Other Remedies

If the Sub-grantee fails to perform in accordance with the terms and conditions of this Sub-grant, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Sub-grantee, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Sub-grantee and proceeding against any surety of the Sub-grantee.

K. Governing Law

This Sub-grant shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Sub-grant. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Sub-grant shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

L. E-Verify

Sub-grantee acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Sub-grant.

M. Record Ownership

All records, reports, documents and other material delivered or transmitted to Sub-grantee by State shall remain the property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or

expiration of the Sub-grant. All material related to the Sub-grant and/or obtained or prepared by Sub-grantee in connection with the performance of the services sub-granted for herein shall become the property of State, and shall be returned by Sub-grantee to State, at Sub-grantee's expense, at termination or expiration of the Sub-grant.

N. Sub-grantee's Cooperation

The Sub-grantee has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Sub-grant is terminated and/or a lawsuit is filed. Specifically, the Sub-grantee shall not limit or impede the State's right to audit or shall not withhold State owned documents.

O. Assignability

Sub-grantee may assign its interest in the proceeds of this Sub-grant to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Sub-grantee shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Sub-grantee and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Sub-grantee shall only transfer an interest in the Sub-grant by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Sub-grantee's responsibilities and obligations.

P. Right to Audit and Record Retention

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this sub-grant for a period of five years from the date of final payment under the prime sub-grant and any Sub-grant. The Sub-grantee and Sub-grantee shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Sub-grantee and Sub-grantee shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

Q. Fiscal Funding

The continuation of this sub-grant is contingent upon the appropriation of funds to fulfill the requirements of the sub-grant by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the sub-grant, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the sub-grant, the sub-grant shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

R. Non-Discrimination

Sub-grantee agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

Sub-grantee agrees not to discriminate in its employment practices, and shall render services under this sub-grant without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Sub-grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this sub-grant.

S. Continuing Obligation

Sub-grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Sub-grant and debarment from future Sub-grants.

T. Eligibility Status

Sub-grantee, and each tier of Sub-grantees, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

U. Confidentiality

Sub-grantee shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Sub-grantee in carrying out this Sub-grant. Sub-grantee shall use protecting measures that are the same or more effective than those used by the State. Sub-grantee is not required to protect information or data that is publicly available outside the scope of this Sub-grant; already rightfully in the Sub-grantee's possession; independently developed by the Sub-grantee outside the scope of this Sub-grant; or rightfully obtained from third parties.

Under no circumstance shall the Sub-grantee discuss and/or release information to the media concerning this project without prior express written approval of the State.

V. Amendments

Any modification to the provisions of this Sub-grant shall be in writing, signed by all parties, and approved by the required authorities.

W. Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any sub-grant for \$100,000 or more and for any Sub-grantee with five or more employees, the Sub-grantee certifies that neither it nor its Sub-grantees are engaged in a boycott of Israel, and that the Sub-grantee and any Sub-grantees shall, for the duration of this sub-grant, refrain from a boycott of Israel. The State reserves the right to terminate this sub-grant if the Sub-grantee, or any Sub-grantee, engages in a boycott of Israel during the term of this sub-grant.

X. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Sub-grantee, any of its employees, agents, or Sub-grantees will have access to State government information technology assets, the Sub-grantee's employees, agents, or Sub-grantees with such access must complete cybersecurity training annually, and the Sub-grantee must present evidence of such compliance annually and upon request. The Sub-grantee may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

Y. Code Of Ethics

The Sub-grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Sub-granting Party in the performance of services called for in this Sub-grant. The Sub-grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Sub-grant.

LHSC SUBGRANT MANUAL ACKNOWLEDGEMENT:

This signature acknowledges that I have READ/REVIEWED/RECEIVED, UNDERSTOOD, and AGREE to the Terms and Conditions set forth in the LHSC Sub-grant Manual. I will adhere to all provisions set forth in the sub-grant manual.

Link to Subgrant Manual: LHSC Subgrant Manual

BY: _____ Site address: <https://www.lahighwaysafety.org/media/n2nog5ww/lhsc-subgrant-manual-revised-august-2023.pdf>

Typed Name:

Title:

SUB-GRANT APPROVAL

This sub-grant is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THIS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

STATE AGENCY SIGNATURE:

BY: _____

Lisa Freeman, Executive Director and Governor's Highway Safety Representative
Phone: (225) 925-6991

SUB-GRANTEE SIGNATURE:

BY: _____

Typed Name:
Title:

FROM: Lisa Freeman, Executive Director
and Governor's Highway Safety Representative

RE: Subrecipient Single Audit Requirements of OMB Uniform Guidance Part 200: Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F - Audit Requirements
Sub-grant between the Louisiana Highway Safety Commission and
Monroe, City of

For the period beginning **October 1, 2023** and ending **September 30, 2024**
Project Number **2024-30-40** in the amount of **\$39,000.00**

The Louisiana Highway Safety Commission (LHSC), as the pass through entity (PTE) of federal funds from the National Highway Traffic Safety Administration (NHTSA), is required to verify that every subrecipient is audited as required by Subpart F - Audit Requirements of 2 CFR 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501 Audit Requirements.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements, sign and date this notice.

Our most recent fiscal year ended on:

Check one of these options and appropriate boxes below

1. Our single audit report for the most recent fiscal year has been submitted to the Federal Audit Clearinghouse (FAC) under the EIN # _____.
2. Our single audit report for the most recent fiscal year is not yet available in the FAC. We expect the audit to be submitted to the FAC by _____.
3. We are not subject to the requirements of Subpart F - Audit Requirements of 2 CFR 200 because (Check all that apply):
Our organization is a for-profit subrecipient.

Our organization expended less than \$750,000.00 in federal funds in the noted fiscal year.

FILL BELOW IF #1 IS SELECTED:

- Material weaknesses, significant deficiencies, material non-compliance, or findings are noted in the FAC for your organization during the most recent fiscal year. Please check the appropriate line(s) below and provide the required documentation.
- Material weaknesses, significant deficiencies, material non-compliance, or findings are NOT related to any subaward(s) from the LHSC.
- Material weaknesses, significant deficiencies, material non-compliance, or findings are related to subawards from the LHSC. Relevant findings and our response can be found on page(s) _____.

Signature

Title

Phone Number

**SUB-RECIPIENT INFORMATION FORM
Federal Funding Accountability and Transparency Act**

The Federal Funding Accountability and Transparency Act (FFATA) requires the LHSC to report specific information about their highway safety grant sub-recipients to the federal government. FFATA applies to all grants or contracts that obligates \$30,000 or more in federal funds.

Sub-Recipient Information

AGENCY/INSTITUTION NAME AND ADDRESS

Name: Monroe, City of State: LA
 Address: 1810B Martin Luther King Jr Dr
 City: Monroe

Zip + 4: 71202

Sub-Recipient Unique Entity Identifier from SAM.gov: KD61C3KL9855

Sub-Recipient Tax ID number:

Sub-Recipients Annual Gross Revenues Exceed 80% or more in Federal Awards	Yes	No
Sub-Recipients Annual Gross Revenues Equal or Exceed \$30,000,000 in Federal Awards	Yes	No
Does the public have access to this information through the Security Exchange Commission or Internal Revenue Service?	Yes	No
Sub-Recipient Five Most Highly Compensated Officers (needed only if sub-recipient answered yes to all of the above)	Officer Name	Officer Compensation

COMMENT

PREPARED BY:

Name:
 Title:
 Email:

DATE:



JOHN BEL EDWARDS
GOVERNOR

Lisa Freeman
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

Dear Ms. Rice:

The following contract is being submitted to your office this date for review and approval in accordance with Louisiana Revised Statutes 39:1551 et seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency – Louisiana Highway Safety Commission

Contractor – Monroe, City of **2024-30-40**

Amount – \$39,000.00

Upon approval of said contract(s) please return to:

Tyrochelle Livingston
Louisiana Highway Safety Commission
7919 Independence Blvd., Suite 2100 (POB 66336, 70896)
Baton Rouge, LA 70806

Your cooperation in this regard is greatly appreciated. If additional information is needed, please call (225) 925-3859.

Sincerely,

“BUCKLE UP LOUISIANA – WE CARE”
P.O. BOX 66336, BATON ROUGE, LA 70896
(225) 925-6991



JOHN BEL EDWARDS
GOVERNOR

Lisa Freeman
EXECUTIVE DIRECTOR

State of Louisiana
Department of Public Safety and Corrections
Louisiana Highway Safety Commission

Ms. Pamela Bartfay Rice, Esq.
Assistant Director, Professional Contracts
DOA-Office of State Procurement
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095

RE: Agency: Monroe, City of
Project Name: LHSC FFY 2024 Traffic Safety Enforcement
LHSC Project Number: **2024-30-40**
Contract Total: \$39,000.00

Dear Ms. Rice:

In reference to the enclosed contract, pursuant to La. R.S. 39:1623 we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing professional, personal, consulting, or social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes Title 39:1595 (B), have been complied with.
4. The Louisiana Highway Safety Commission has developed and fully intends to implement a written plan providing for:
 - o a. The assignment of Terry Chustz (or their successor to a monitoring and liaison function; **and**
 - o b. The periodic review of interim reports or other indicia of performance to date; **and**
 - o c. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and long-term analysis and is available for review.

"BUCKLE UP LOUISIANA - WE CARE"
P.O. BOX 66336, BATON ROUGE, LA 70896
(225) 925-6991

Ms. Rice

Page 2

6. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.
7. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions which address the need for assurances and/or monitoring of the key internal control.
8. The Board of Regents has been notified in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.

Sincerely,

Lisa Freeman
Executive Director
Governor's Highway Safety Representative

LF:tl



STATECIVILSERVICE

Contract Review – Agency Request Form
Revised: 03/18

FOR CIVIL SERVICE USE ONLY

Effective Date of Contract	Approval Date
SCS Commission Approval (if required)	SCS Approval (Initial and Date)
Comments	

COMPLETE THE FOLLOWING INFORMATION FOR REQUESTS DEALING WITH THE CONTRACTING OF STATE SERVICES AND/OR STATE PERSONNEL

Agency Name	Personnel Area Number	Agency Number
Louisiana Highway Safety Commission	425	802

CONTRACT INFORMATION

Contract #	Name of Contractor
2024-30-40	Monroe, City of

Is this an amendment to an existing contract?	If yes, OCR # (if applicable)
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

Start Date of Contract	End Date of Contract/Amendment	Dollar Amount of Contract (Including Amendment)
October 1, 2023	September 30, 2024	\$39,000.00

CONTRACT DETAILS PROVIDED BY AGENCY TO SCS

Provide a brief overview of services to be performed to include the following:

Services to be replaced/provided by a contractor:

Conduct overtime traffic safety enforcement as part of the LHSC FFY 2024 traffic safety effort.

Advantages of contracting out services:

Justification for contracting out services:

POTENTIAL IMPACTS ON CLASSIFIED STATE EMPLOYEES

Will this contract result in the removal of responsibilities from one or more classified state employees?

Yes No

Will this contract establish a relationship wherein an employee or official of the state takes the following actions:

Determines the work hours of the person performing the contractual services Yes No

Determines the day to day duties of that person Yes No

Approves the absences from the work place of that person Yes No

If the answer to all of the previous four questions is "NO," please email this completed form to DSCScontractreview@la.gov or send it in PROACT for SCS approval. If the answer to any of the questions is "YES," please complete the "Notification of SCS Commission's Authority on Contracts" portion of the form and then submit two copies of the proposed contract with this form to the Department of State Civil Service, Procurement Division, P.O. Box 94111, Baton Rouge, LA 70804-9111.

NOTIFICATION OF SCS COMMISSION'S AUTHORITY ON CONTRACTS

An agency requesting approval of an outsourcing contract which will result in the involuntary displacement of a classified employee must have the State Civil Service Commission's approval as provided in Civil Service Rule 2.9(h). The Commission will review all request for contract approval under the following guidelines:

1. The Commission will review all contracts that directly affect civil service employees within in a reasonable period of time to the contract's implementation.
2. The Commission will ensure that classified employees are competitively selected on the basis of merit, free from political influence, and will protect classified employees from dismissal or disciplinary actions for religious or politically-motived reasons.
3. The Commission will approve contracts that are entered into for reasons of efficiency and economy, provided that the decision to privatize is made without political motivation as to the civil servants.
4. The Commission will request all documents from the agency which are necessary to determine if any classified employee will be involuntarily displaced from civil service and if so, whether the contract was entered into for reasons of efficiency and economy and not for politically-motivated reasons.
5. The Commission will not determine whether a service should or could be provided within the classified system, whether the contract is in the best interest of the State, or whether the fiscal restraints presented by the state justify privatization.
6. The Commission will challenge in the court system of Louisiana any contract that it has good cause to believe was entered into as a pretext for the discriminatory dismissal or treatment of civil servants for religious or political reasons.

APPOINTING AUTHORITY ACKNOWLEDGEMENT FOR CONTRACTS REQUIRING SCS COMMISSION APPROVAL

I hereby acknowledge that I have reviewed the information listed above pertaining to the authority of the Civil Service Commission in relation to contracts and further verify, to the best of my knowledge, that the proposed contract has been entered into for reasons of efficiency and economy and not for politically motivated reasons.

Name of Appointing Authority	Date
Lisa A. Freeman	
Title of Appointing Authority	
Executive Director	

AGENCY INFORMATION

Signature of Appointing Authority or Designee	Date
Title of Person Signing this Request	
Executive Director	
Contact Information (Human Resources Contact)	
Name	Phone Number
Email	



TO: LHSC FISCAL DEPARTMENT

This contract has been signed and is ready for processing.

Agency: Monroe, City of

Project Number: 2024-30-40

\$39,000.00

State Vendor#: 310092055

Please prepare the BA22 document.

TO: CONTRACT GRANTS REVIEWER

A SIGNABLE BA22 FOR THIS PROJECT CAN BE UPLOADED FROM THE SHARED DRIVE UNDER 2024 BA22S COMPLETED.

SIGNED:

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 NO COST CLOSE OUT CHANGE ORDER NO. ONE (1) FOR THE YOUNG'S BAYOU RETENTION AREA PROJECT, BETWEEN THE CITY OF MONROE AND WOMACK & SONS CONSTRUCTION GROUP, LLC AT THE REQUEST OF LOUISIANA DOTD AND FURTHER PROVIDING WITH RESPECT THERETO.

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. One (1) between the City of Monroe and Womack and Sons Construction Group, LLC.

BE IT FURTHER RESOLVED that said Change Order No. One (1) is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY WOMACK AND SONS CONSTRUCTION GROUP, LLC ON THE YOUNG'S BAYOU RETENTION AREA PROJECT AT THE REQUEST OF LOUISIANA DOTD AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed on the Young's Bayou Retention Area Project is substantially complete, and Louisiana DOTD has requested that the City of Monroe accept the work as substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Womack and Sons Construction Group, LLC, on the Young's Bayou Retention Area Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Young's Bayou Retention Area Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ___ day of September 2023.

CITY CLERK

CHAIRPERSON

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE YOUNG’S BAYOU RETENTION AREA PROJECT, BETWEEN THE CITY OF MONROE AND WOMACK AND SONS CONSTRUCTION GROUP, LLC, AT THE REQUEST OF LOUISIANA DOTD, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe contracted with Womack and Sons Construction Group, LLC to complete State Project No. H.013972 in accordance with the current bid laws of the State of Louisiana, including, but not limited to R.S. 38:2211, *et seq.*; and

WHEREAS, the contract between the City of Monroe and Womack and Sons Construction Group, LLC has been successfully completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the contract is completed and hereby accepted by the City of Monroe.

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

I hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a regular meeting of the City of Monroe City Council held on the _____ day of _____, 2023, in which a quorum was present and voting, and that the resolution adopted is still in full force and effect and has not been rescinded or revoked.

Signed at Monroe, Louisiana, on the _____ day of September, 2023.

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE STATE OF LOUISIANA THROUGH THE OFFICE OF COMMUNITY DEVELOPMENT FOR THE WEST PARKVIEW DRAINAGE PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City desires to enter into a cooperative endeavor agreement with the State of Louisiana, through the Office of Community Development, to complete the West Parkview Drainage Project;

WHEREAS, the West Parkview Drainage Project will include design, engineering, planning, right-of-way and utility relocation, and construction of concrete drainage pipe in areas of the Parkview Subdivision west of Parkview Drive and will help reduce flood risks for residences in the area; 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 State of Louisiana through the Office of Community Development for the West Parkview Drainage 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 September 2023.

CITY CLERK

CHAIRPERSON

COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA

through the
OFFICE OF COMMUNITY DEVELOPMENT
And

CITY OF MONROE
CDFA 14.228
GRANT B-18-DP-22-0001
YEAR 2018

PO# _____

This Cooperative Endeavor Agreement (“Agreement”) is made and entered into by and between City of Monroe (hereinafter referred to as “Grantee”) and the State of Louisiana, through the Office of Community Development (referred to as “OCD” or “State”), each represented herein by their undersigned authorized representatives. Grantee and OCD may sometimes herein be collectively referred to as the “Parties” and individually as a “Party.”

WITNESSETH That;

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

WHEREAS, OCD, on behalf of the State of Louisiana (“State”), administers the State’s Community Development Block Grant – Disaster Recovery and Mitigation/Resiliency Programs, which are subject to the federal statutes and regulations governing Community Development Block Grants (“CDBG”), as modified by exceptions and waivers previously granted and which may hereinafter be granted by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant (“CDBG”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG Mitigation Funds”). Federal requirements for this funding were published in the Federal Register (84 FR 45838 (August 30, 2019)); and

WHEREAS, on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-DR Mitigation Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$570,666,243 to the Local and Regional Watershed Projects and Programs; and

WHEREAS, Grantee has the legal authority and responsibility for the rebuilding and recovery of the City of Monroe. Recovery and rebuilding efforts of Grantee involve projects designed to provide resiliency against future flooding and other disasters; and

WHEREAS, the actions of OCD and the Grantee will meet the national objective of benefit to low- and moderate income persons.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

To increase flood resilience and assist in the enhancement of the capacity of the area's drainage and flood resilience structures.

I. SCOPE OF AGREEMENT

A. Grant Award

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Mitigation Programs, shall make available to Grantee mitigation funds up to the maximum amount of three million two hundred fifty-nine thousand eighty-six and 70/100 dollars (\$3,259,086.70) (the "Grant Funds") for the purpose of funding Grantee's activities under the West Parkview Drainage Improvements, (The "Project"), as identified in Exhibit A to this Agreement.

B. Implementation of Agreement

Grantee's rights and obligations under this Agreement are as a grant subrecipient as set forth in 24 CFR 570.501. Grantee is responsible for complying with said regulations and for implementing Grantee's responsibilities in the Program in a manner satisfactory to OCD and HUD and consistent with any applicable guidelines and standards that may be required as a condition of OCD's providing the funds, including but not limited to all applicable CDBG Program Administration and Compliance requirements set forth by this Agreement and the Statement of Assurances (attached hereto and incorporated herein as Exhibit C) executed by Grantee and made a part hereof. OCD's providing of Grant Funds under this Agreement is specifically conditioned on Grantee's compliance with this provision and all applicable Program and CDBG regulations, federal register notices, guidelines, and standards. Grantee must comply with all requirements of any applicable award letter(s) unless expressly waived in writing by OCD.

In the event that Grantee, in the use of the Grant Funds, has one or more sub-recipients, Grantee is responsible for ensuring that the sub-recipient's policies and Program documents are compliant with all laws, regulations, executive orders and other requirements that apply to the use of the Grant Funds made available through this Agreement.

C. Goals and Objectives

The goal of the project is to help mitigate flooding in flood prone areas. The objective of the project is to improve and reinforce flood resilient structures.

D. Statement of Work

1. The Project

See Exhibit A, attached hereto and made a part hereof.

2. The Budget

See Exhibit B, attached hereto and made a part hereof.

The Parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations result in exceeding the total amount of the Grant Funds available under the Agreement.

If applicable, all other sources of funding/financing of the project, if any, must be firmly committed to the project before the CDBG funds will become available and supporting documentation for the full project funding must be submitted within (12) twelve months of the execution of this agreement.

3. Eligible Expenses

Grantee shall receive and use Grant Funds for Eligible Expenses, as defined herein. "Eligible Expenses" for Grant Funds under this Agreement include those applied to eligible activities, as defined in the OCD's current, pending and future applicable Action Plan and Action Plan Amendment(s) (refer https://watershed.la.gov/assets/docs/CDBG-MIT-Master-AP-Approved-2_20_20.pdf, that are recovery-related, when approved by the OCD in accordance with eligibility rules under CDBG guidelines and subject to limitations established by the OCD, are part of the Program and are otherwise in furtherance of the intent of this Agreement and the goals and objectives as set forth herein.

4. Citizen Participation Requirements

Grantee shall comply with all HUD and OCD citizen participation requirements and the citizen participation requirements set forth in the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (refer to https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx).

5. Building Code Standards

Grantee shall adopt and/or implement the statewide building code standards in accordance with Act 12 of the 2005 1st Extraordinary Session of the Louisiana Legislature including any later revisions to the relevant statutes.

6. Mitigation Plan

Grantee is responsible for ensuring that the Project considers and/or proposes a mitigation plan to minimize damage in the event of future floods and/or hurricanes.

7. Assurances

Grantee shall be responsible for implementing the Program activities in compliance with all state and federal laws and regulations and all Program requirements, as now in effect and as may be amended from time to time. It shall be Grantee's responsibility to ensure that Grantee or any entity instituting programs in conjunction with this Agreement under the supervision of Grantee require that all of its contractors, and all tiers of their subcontractors, all sub recipients, if applicable, and all beneficiaries, if applicable, adhere to all applicable state and federal laws and regulations and all Program requirements as now in effect and as may be amended from time to time, and to conduct all necessary monitoring for such compliance. As to laws and regulations which apply to the use of CDBG funds, Grantee has prior to the execution of this Agreement executed the Statement of Assurances, attached hereto as Exhibit C, reflecting compliance with those listed laws and regulations, which shall be deemed to be requirements of this Agreement. As to any other laws and regulations which may apply to construction projects, Grantee is responsible for determining the applicable laws and regulations and ensuring compliance therewith.

As between the Parties to this Agreement, Grantee, as the Project administrator, bears sole responsibility for implementing such Project efforts. Grantee shall be responsible for implementation of all infrastructure improvements in compliance with any applicable federal procurement laws and regulations and CDBG requirements.

8. Cooperation with HUD and the OCD

Grantee hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal funds. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The OCD's obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. Grantee agrees that in connection with its rights and obligations under the Agreement, it shall cooperate with HUD and the OCD regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereinafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit or oversight of either the State or Federal Government, including the U.S. Department of Housing & Urban Development, the Inspector General of the United States, the Louisiana Legislative Auditor, the Louisiana Inspector General, or any other duly authorized party, the Grantee shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

E. Contract Monitor/Performance Measures

The contract monitor for OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures for this Agreement shall include the successful performance and completion of Grantee's obligations as provided in this Agreement and any attachments, as well as all guidelines for the Program. Grantee shall submit to OCD, on a schedule and dates to be provided by OCD, but not less than every six (6) months, a report of Project progress and beneficiary data in an acceptable format approved by OCD. Grantee is responsible for maintaining project files and support documentation for the information contained in the reports.

Grantee shall also comply with the provisions of 2 CFR 200 with regard to the monitoring and reporting of Program performance and shall be responsible for providing OCD with any additional project progress and beneficiary data as required by federal and state law. It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Reporting requirements may require Grantee to obtain data from third parties (i.e. persons that receive Grant Funds or other beneficiaries of the Program(s), including sub-recipients, and/or borrowers funded under this Agreement, tenants/operators/users of facilities or equipment acquired or improved with funds provided under this Agreement). It shall be the Grantee's obligation to implement any contractual arrangements it may need for use of, and access to, such data.

Grantee will cooperate with OCD regarding Program oversight and evaluation. The Monitoring Plan to be used by Grantee, must satisfy CDBG program requirements and must be acceptable to OCD.

F. Deliverables (Due Dates to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Cost/Financial reports
- The events and activities funded by this Program

OCD may require additional and/or more frequently provided information from Grantee if that is determined by OCD to be required.

G. Duplication of Benefits

In the event that alternate sources are or become available to Grantee for funding which the OCD is providing under this Agreement, including but not limited to insurance proceeds, FEMA funding of costs covered under this Agreement, or other sources, Grantee agrees to pursue recovery and/or funding through such sources with due diligence and, to the extent of recovery of such alternate sources, reimburse the OCD for the funding under this Agreement.

If funding from alternate sources becomes available to Grantee which the OCD agrees applies to both Eligible Expenses and expenses that are not eligible under this Agreement, Grantee may apply such funds first, to expenses that are not eligible under this Agreement, and second, to Eligible Expenses that are in excess of amounts paid under this Agreement.

II. PAYMENT PROCESS

A. Grantee shall submit draw requests for payment of Eligible Expenses payable under this Agreement to the Executive Director of OCD, or designee, for approval.

Payment to Grantee will be made on a cost reimbursement basis for actual services rendered under the Program and limited to those amounts which are deemed eligible and reasonable. Grantee shall be required by the OCD to submit with each draw request documentation regarding each service for which reimbursement is being sought.

Following review and approval of the draw requests by the Executive Director of OCD, or designee, approved draw requests shall be submitted to OCD Finance Manager, or her designee, for approval of payment. Draw requests not approved by the Executive Director of OCD or the OCD Finance Manager, or their respective designees, shall not be paid, but returned to Grantee for further processing.

B. Upon approval of payment by the OCD as provided for above, payment of Eligible Expenses shall be provided to Grantee via electronic funds transfer.

C. Grant Funds shall not be drawn in advance.

D. If an award letter has been issued regarding Grant Funds, only costs consistent with the terms of the award letter will be allowed, unless expressly waived in writing by OCD.

E. Eligible travel costs shall be reimbursed in accordance with PPM49 in effect at the time the expense was incurred, if provided for in the Budget.

F. In the event of non-compliance with this Agreement, the OCD may withhold payment to the Grantee until OCD deems the Grantee has brought the Program within compliance. Noncompliance on any aspect funded under this Agreement may serve as a basis to withhold payment on funds for other projects funded under this Agreement.

III. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

The term of this Agreement, subject to all requisite consents and approvals as provided herein, shall commence September 30, 2022 and terminate December 31, 2027 unless terminated prior to such time in accordance with the terms and conditions of this Agreement.

It is expressly understood that projects or services commenced and/or completed prior to the beginning date of this Agreement are eligible for funding if allowed under the terms of this Agreement and applicable HUD regulations and guidelines.

B. Termination/Suspension for Cause

The OCD may, after giving reasonable written notice specifying the effective date, suspend or terminate this Agreement in whole or in part if the Grantee materially fails to comply with any term of this Agreement, which shall include, but not be limited, to the following:

- 1.** Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;
- 2.** Failure, for any reason, of Grantee to fulfill in a timely and proper manner the obligations under this Agreement;
- 3.** Submission by Grantee of reports to the OCD, HUD, or either of their auditors, reports that are incorrect or incomplete in any material respect,

provided Grantee is given notice of said failure and fails to correct the same within a reasonable amount of time; or

4. Ineffective or improper use of funds as provided for under this Agreement.

If, through any cause, Grantee shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of said termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to Grantee. Grantee shall be entitled to payment on requests submitted up to the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed and otherwise reimbursable under the terms of this Agreement.

D. Termination Due to Unavailable Funding

The continuation of this Agreement is contingent upon the appropriation and release of sufficient funds to the OCD to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party. Grantee shall be paid for all authorized services properly performed prior to termination.

E. Obligations Governing Use of CDBG Funds Survive Termination

Termination of this Agreement under any of the foregoing provisions shall not alter or diminish Grantee's obligations governing the use of CDBG funds under applicable statutes and regulations or under this Agreement and/or terminate any of Grantee's obligations that survive the termination of this Agreement. Such obligations and/or duties may include but are not limited to the following: (1) duty to maintain and provide access to records; (2) duty to monitor and report on the use of any funds expended or awarded to Grantee in compliance with all terms, conditions and regulations herein; (3) the duty to enforce compliance with terms of grants or loans issued by Grantee under this Agreement; (4) the duty to monitor, collect and remit program income, if applicable, and (5) the obligation to return funds expended in contravention of applicable statutes, regulations and the terms of this Agreement. This provision shall not limit or diminish any other obligation that by its nature survives termination of the Agreement (i.e. indemnification, etc.).

F. Payment Upon Termination

Except as in the event of termination or suspension for cause, Grantee shall be entitled to payment on invoices submitted to the OCD no later than ninety (90) days from the date of termination contained within the notice, to the extent that requests represent eligible activities satisfactorily completed during the term of the Agreement and otherwise reimbursable under the terms of this Agreement.

IV. ADMINISTRATIVE REQUIREMENTS

A. General Administrative Requirements

Grantee shall comply with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards", as modified by 24 CFR 570.502(a), "Applicability of uniform administrative requirements."

B. Financial Management

Grantee shall administer its Project in conformance with 2 CFR 200. Grantee also agrees to adhere to the accounting principles and procedures required therein, utilize and create adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles and procedures shall be applied for all costs incurred.

C. Documentation and Record-Keeping

1. Records to be Maintained

Grantee shall maintain all records required by 24 CFR 570.506, "Records to be maintained," that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records providing a full description of each activity taken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 2 CFR 200 and 24 CFR 570.506(h);

- g. Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the OCD to assure proper accounting for all project funds; and
- h. Other records necessary to document compliance with 24 CFR 570.604, regarding environmental requirements.

2. Retention of Records

Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant providing the Grant Funds. Grantee will be notified of that closeout date by OCD.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Grantee shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Costs incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement.

4. Close-outs

Grantee's obligation under this Agreement shall not end until all close-out requirements as set forth in 24 CFR 570.509, "Grant closeout procedures," are completed. The terms of this Agreement shall remain in effect during any period that Grantee has control over CDBG funds, including program income.

5. Audits & Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, federal auditors, State Inspector General, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Grantee and/or its contractors and sub-recipients that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Grantee, contractor or sub-recipient, as appropriate, with reasonable advance notice. Grantee and its contractors and sub-recipients shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Grantee, contractor and/or sub-recipient, as appropriate.

Failure of Grantee and/or its contractors and sub-recipients to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Grantee and its contractors hereby agree to have an annual audit conducted in accordance with current State policy concerning Grantee and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24:513A(1)(b) shall comply with the provisions of LA R.S. 24:513.H(2)(a) by designating 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.

D.

Procurement

Grantee shall comply with the current OCD policy and the requirements of 2 CFR 200.318 through 327 regarding procurement. This includes the Grantee, to the greatest extent practicable, providing a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with the Build America, Buy America (BABA) Act executed in 2021 (See U.S. Public Law No: 117-58). This requirement is in addition to whatever state and local laws may apply to procurement by Grantee. It is agreed by the Parties that notwithstanding any specialized procurement rules which may apply under state law to Grantee, Grantee shall, for the purposes of expenditures to be paid or reimbursed under this Agreement, comply with all applicable federal and state procurement statutes and regulations.

V. HUD/CDBG COMPLIANCE PROVISIONS

A. General Compliance

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
2. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871);
5. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment from future contracts.

B. Discrimination and Compliance Provisions

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Covenant Against Contingent Fees and Conflicts of Interest and Louisiana Code of Government Ethics

Grantee shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability

or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of Grantee, or agents, consultant, member of the governing body of Grantee or the locality in which the Project is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, the Project or in any activity or benefit, which is part of this Agreement.

Grantee shall also comply with the current Louisiana Code of Governmental Ethics as applicable. Grantee acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Grantee in the performance of services called for in this Agreement. Grantee agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

D. Section 3 Compliance in Employment and Training

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

E. Program Income

1. Recording Program Income

Grantee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless Grantee has received written approval from OCD for eligible program income activities to use the program income.

F. Use and Reversion of Assets

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Subsequent to meeting the national objective requirement and completion of the eligible activity, immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after the closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If OCD consents to a change of use of the property other than for which the CDBG funds were expended, grantee must comply with the requirements of 24 CFR 570.505. If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property, within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement

and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

VI. GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The OCD shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Grantee is an independent contractor.

B. Hold Harmless/Indemnity Contractors/Subcontractors

Grantee shall hold harmless, defend and indemnify the OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

To the extent that Grantee is permitted to and utilizes the services of any third parties in performance of Grantee's duties and obligations under this Agreement, any contract entered into shall contain a provision that the contractor and/or subcontractor shall hold Grantee and OCD harmless, defend and indemnify OCD from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the contractor's and/or subcontractor's performance or nonperformance of services.

C. Workers' Compensation

Grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, unless exempt by law.

D. Insurance & Bonding

Unless expressly waived in writing by OCD, the Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond, or equivalent insurance acceptable to the OCD, covering all employees in an amount equal to cash advances from the OCD.

E. OCD Recognition

Grantee shall insure recognition of the role of the OCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Public Communications

OCD and Grantee shall coordinate all public communications regarding activities within the Project funded under this Agreement.

G. Amendments

The OCD or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the OCD and the Office of State Procurement and/or the Louisiana Commissioner of Administration. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD or Grantee from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of Grantee to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

H. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

I. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

J. Entire Agreement

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

K. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

L. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

M. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

N. Contract Approvals

Neither party shall be obligated under this Agreement until the approval of this Agreement by the State of Louisiana Office of State Procurement-Professional Contracts and/or the Commissioner of Administration.

O. Taxes

Grantee is responsible for payment of all applicable taxes from the funds to be received under this Agreement. Agency's Federal Tax Identification Number is 72-6000903.

P. Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:

Executive Director
State of Louisiana Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095
Office: 225-219-9600
Facsimile: 225-219-9605

To the Grantee:

Stacey Rowell
Director of Administration
City of Monroe
400 Lea Joyner Expressway
Monroe, LA 71201
Stacey.Rowell@ci.monroe.la.us
Phone: 318-329-4925

Q. No Third Party Beneficiary

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

R. Prohibited Activity

Grantee shall be prohibited from using, and shall be responsible for its sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the Project for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

S. Safety

Grantee shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of his performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR Parts 1925 and 1926, shall be observed and Grantee shall take or cause to be taken such additional safety and health measures as Grantee may determine to be reasonably necessary.

T. Fund Use

Grantee agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Grantee and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Grantee and each of its sub-contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

U. Subcontractors

Grantee may, with prior written permission from the OCD, enter into subcontracts with third parties ("Subcontractors") for the performance of any part of Grantee's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Grantee to the OCD for any breach in the performance of Grantee's duties. Subcontractors' agreements must meet all contracting, indemnity, insurance and regulatory compliance requirements. The parties hereby agree that any non-compete agreement or similar agreement with any Subcontractors seeking to restrain the ability of the Subcontractors to perform any services for the OCD shall be deemed unenforceable, null and void, to the extent of such non-compete provision, but without invalidating the remaining provisions of the contract with the Subcontractor.

Subcontracts shall not include language which restricts the Grantee's obligation to pay for services performed or materials provided under a subcontract to when the Grantee has been paid under this Agreement, except for circumstances where the reason for the lack of payment to the Grantee is due to deficient performance or lack of performance by the particular subcontractor from which the Grantee seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Grantee shall not enforce such language.

V. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Grantee for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to the OCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by Grantee, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Grantee to the OCD at termination or expiration of this Agreement. Cost incurred by Grantee to compile and transfer information for return to the OCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by Grantee prior to the date of this Agreement and not related to this Agreement shall be and remain the property of Grantee.

The OCD will provide specific project information to Grantee necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to Grantee by the OCD shall remain the property of the OCD and shall be returned by Grantee to the OCD, upon request, at termination, expiration or suspension of this Agreement.

W. Drug Free Workplace Compliance

Grantee hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, in any contracts executed by and between Grantee and any third parties funded using Grant Funds under this Agreement there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended.

X. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

(Balance of this page left blank intentionally.)

THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____ Date _____

Name: Patrick Forbes

Title: Executive Director

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

Signed: _____ Date _____

Name: Barbara Goodson

Title: Deputy Commissioner, DOA

CITY OF MONROE

Signed: _____ Date _____

Name: _____

Title: _____

City of Monroe (West Parkview Drainage Improvements)
MIT DSP CEA

EXHIBIT A
STATEMENT OF WORK

This project will decrease the amount of rainfall runoff in the East Parkview region of Monroe, Louisiana, and redirect it to Youngs Bayou. The project consists of constructing a storm sewer system in the West Parkview area of Monroe. Rainwater will be collected and channeled into Young's Bayou, which is located near West Parkview. Approximately 21 new storm sewer manholes will be erected to gather rainwater runoff. Additionally, the existing city streets and utility lines, such as water, sewer, and gas, must be removed and rebuilt. The sewer drainage connection from Youngs Bayou to 10th Street will have a general collection line, and both Parkview and Walton Streets will have lateral collection lines. The project does not require any land acquisition.

EXHIBIT B

BUDGET

Direct Project Costs:	\$3,259,086.70
TOTAL	<u>\$3,259,086.70</u>

See HUD guidance at <https://files.hudexchange.info/resources/documents/CDBG-DR-Cost-Types-Summary.pdf> on page 2 regarding scope of eligible costs for “Direct Project Costs” and “Activity Delivery Costs”.

The Parties may agree, in writing, to a revision of the Budget or reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement.

EXHIBIT C

GRANTEE STATEMENT OF ASSURANCES AND CERTIFICATIONS

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
3. Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).
4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).
6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).

7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
 - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide 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 Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 - c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973,

as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
 - e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
 - f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
11. The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.

- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with the National Historic Preservation Act of 1966 (Title 54 of the United States Code.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (Title 54 of the United States Code), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h).
No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the

property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer or ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or "100-year" floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal

financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and

- b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.

32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).

33. With regard to wildlife, it will comply with:

- a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
- b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Sign on the next page.

Balance of this page left blank intentionally.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

Grantee

By: _____

Title: _____

City of Monroe (West Parkview Drainage Improvements)
MIT DSP CEA

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 AS SUBSTANTIALLY COMPLETE WORK DONE BY WOMACK AND SONS CONSTRUCTION GROUP, LLC FOR THE MONROE TIRE STORAGE BUILDING PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed Womack and Sons Construction Group, LLC on the Monroe Tire Storage Building Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Womack and Sons Construction Group, LLC, on the Monroe Tire Storage Building Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Monroe Tire Storage Building Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ___ day of September 2023.

CITY CLERK

CHAIRPERSON

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: WOMACK AND SONS CONSTRUCTION GROUP, LLC

CONTRACT FOR: CITY OF MONROE
PROPOSED TIRE STORAGE BUILDING

CONTRACT DATE: JULY 28, 2022

PROJECT NO: PROJECT NO. 1140703

DATE OF SUBSTANTIAL COMPLETION: SEPTEMBER 6, 2023

TO: CITY OF MONROE AND WOMACK AND SONS CONSTRUCTION GROUP, LLC

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

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

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

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

VOLKERT, INC.

Chris W. Patrick

CHRIS W. PATRICK, P.E.

9/12/2023

DATE

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

WOMACK AND SONS CONSTRUCTION GROUP, LLC

James B. Womack

JAMES B. WOMACK, SECRETARY

9/12/23

DATE

OWNER'S CERTIFICATE OF ACCEPTANCE

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

CITY OF MONROE

AUTHORIZED CITY REPRESENTATIVE

DATE

PUNCH LIST

See attached sheet.

CITY OF MONROE
PROPOSED TIRE STORAGE BUILDING
PROJECT NO. 1140703

PUNCH LIST

1.	General dress-up and clean-up.	\$ 500.00
2.	Coat / Paint anchor bolts as per manufacturer's recommendations.	\$ 500.00
3.	Install grout bed around all mainframe columns as per plans and specifications.	\$ 1,000.00
4.	Replace torn closure strip.	\$ 500.00
5.	Provide As-Built drawings to Owner/Engineer.	\$ 500.00
TOTAL		<hr/> \$ 3,000.00

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. ONE (1) FOR THE HADLEY TRUNK SEWER EMERGENCY REPAIR PROJECT TO DECREASE THE CONTRACT AMOUNT BY \$234,075.00 AND FURTHER PROVIDING WITH RESPECT THERETO.

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. One (1), between the City of Monroe and Hemphill Construction Company, Inc., to decrease contract amount by \$234,075.00 on the Hadley Trunk Sewer Emergency Repair Project.

BE IT FURTHER RESOLVED that said Change Order No. One (1) is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

HADLEY TRUNK SEWER EMERGENCY REPAIR

CHANGE ORDER FORM

DATE: September 15, 2023

OWNER:

City of Monroe

CITY ORDINANCE NO.: 12122

CONTRACTOR:

Hemphill Construction Company, Inc.
 P.O. Drawer 879
 1858 Hwy. 49 South
 Florence, MS 39073

CHANGE ORDER NO.: 1

PROJECT DESCRIPTION:	This project consists of the relocation and upsizing of portions of the Hadley Trunk sewer after the formation of four sinkholes and sanitary sewer overflows along existing 42-in gravity sewer.
CHANGE ORDER PURPOSE:	Reconciliation of the quantities installed vs quantities planned in the unit price bidding document.

AUTHORITY FOR ADDITIONS, ALTERATIONS, AND OMISSIONS ON CONSTRUCTION WORK UNDER CONTRACT:

Hadley Trunk Sewer Emergency Repair

ORIGINAL CONTRACT AMOUNT: \$ 2,414,278.00

PREVIOUS CHANGE ORDERS AMOUNT: \$ -

THIS CHANGE ORDER AMOUNT: \$ (234,075.00)

PREVIOUS CONTRACT AMOUNT (previous change orders) \$ 2,414,278.00

TOTAL CONTRACT AMOUNT (Revised): \$ 2,180,203.00

Contractor:

Hemphill Construction Company, Inc.
 P.O. Drawer 879
 1858 Hwy. 49 South
 Florence, MS 39073

TOTAL CHANGE ORDER AMOUNT TO DATE: \$ (234,075.00)

PERCENT OF CONTRACT AMOUNT (total change orders): -9.70%

ORIGINAL CONTRACT DAYS (PHASE I):	180
APPROVED CONTRACT DAYS:	0
ADDITIONAL CONTRACT DAYS (PHASE I):	0
REVISED CONTRACT DAYS (PHASE I):	180

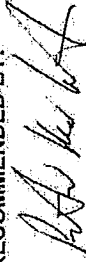
ITEM

1-1.	Description: Item No. 25 of the contract, Post Construction CCTV, is hereby adjusted from a quantity of 1,865 LF to a quantity of 1,302 LF.	\$	(5,630.00)
	Reason: In order to reconcile actual quantity installed vs planned quantity.		
	Cost: Unit price bid amount for this item is \$10.00 per LF.		

1-2.	<p>Description: Item No. 27 of the contract, Select Backfill, is hereby adjusted from a quantity of 1,000 CY to a quantity of 0 CY.</p> <p>Reason: In order to reconcile actual quantity installed vs planned quantity.</p> <p>Cost: Unit price bid amount for this item is \$20.00 per CY.</p>	\$ (20,000.00)
1-3.	<p>Description: Item No. 30 of the contract, Post Construction Mandrel Testing, is hereby adjusted from a quantity of 1,865 LF to a quantity of 1,302 LF.</p> <p>Reason: In order to reconcile actual quantity installed vs planned quantity.</p> <p>Cost: Unit price bid amount for this item is \$15.00 per LF.</p>	\$ (8,445.00)
1-4.	<p>Description: Item No. C1 of the contract, Contingency, is hereby adjusted from a quantity of 1 US to a quantity of 0 US.</p> <p>Reason: In order to reconcile actual quantity installed vs planned quantity.</p> <p>Cost: Unit price bid amount for this item is \$200000.00 per LS.</p>	\$ (200,000.00)

TOTAL CHANGE ORDER NO.: 1 \$ (234,075.00)

RECOMMENDED BY:



Peter W. McMaster, P.E.
Arcadis

ACCEPTED BY:



Richard A. Rujia
Hemphill Construction Co.

APPROVED BY:

City of Monroe, LA

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 AS SUBSTANTIALLY COMPLETE WORK DONE BY HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE HADLEY TRUNK SEWER EMERGENCY REPAIR PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Hemphill Construction Company, Inc. on the Hadley Trunk Emergency Repair Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Hemphill Construction Company, Inc. on the Hadley Trunk Emergency Repair Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Hadley Trunk Emergency Repair Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of September 2023.

CITY CLERK

CHAIRPERSON

Certificate of Substantial Completion

Project: Hadley Trunk Sewer Emergency Repair
Owner: City of Monroe, LA
Contractor: Hemphill Construction Company, Inc.

Emergency Ord. No.: 12122

Engineer's Project No.: 30142122

This ~~tentative~~ **(definitive)** Certificate of Substantial Completion applies to:

All Work under the Contract Documents: The following specified portions of the Work:

N/A

September 7, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ **(definitive)** list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities

Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

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

No Attachments, No "punch list" item to be completed


This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



Executed by Engineer

9.14.23

Date



Accepted by Contractor

9/15/2023

Date

Accepted by Owner

Date

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 EXECUTE SUPPLEMENTAL AGREEMENT NO. 6 BETWEEN VOLKERT, INC. AND THE CITY OF MONROE FOR THE KANSAS LANE EXTENSION PROJECT PHASE 1 (H.007289) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and Volkert, Inc. entered into an agreement to provide engineering services for the Kansas Lane Extension Project, which has been amended and modified previously; and

WHEREAS, Supplemental Agreement No. 6, a copy of which is attached hereto and made part hereof, further amends and modifies the existing agreements to provide for an updated scope of services in connection with the project.

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 Supplemental Agreement No. 6 between the City of Monroe and Volkert, Inc.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY CONTRACT FOR CONSULTING SERVICES

SUPPLEMENTAL AGREEMENT NO. 6
CONTRACT NO. 440005459
STATE PROJECT NO. H.004780.5
FEDERAL AID PROJECT NO. H004780
KANSAS LANE CONNECTOR
ROUTE US 80 TO US 165
OUACHITA PARISH

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Monroe, a political subdivision of the State of Louisiana (hereinafter referred to as "Entity"), and Volkert, Inc., Baton Rouge, Louisiana (hereinafter referred to as "Consultant").

The Entity and the Consultant entered into a Contract on April 28, 2008, Supplemental Agreements No. 1 through 5, and Extra Work Letters No. 1 through 6, thereto, to construct a new roadway on new alignment from US 80 (at the intersection of Kansas Lane) to US 165 (at the intersection of Forsythe Avenue) in Ouachita Parish, Louisiana. The length of the new roadway shall be approximately 2.61 miles. Additional turn lanes shall be required on US 80 and US 165. The proposed road shall be a four-lane/five-section with subsurface and open ditch drainage. A new concrete bridge shall be required across Bayou Desiard. Three new bridges shall also be required in the wetland area, between Bayou Desiard and Old Sterlington Road. Each Bridge shall provide a clear opening of at least 20 feet and shall be separated by approximately 300 feet. A new railroad crossing (to be constructed by others) shall also be required. Signal modification shall be required at US 80 and US 165, more specifically described in the Contract, Supplemental Agreements, and Extra Work Letters.

It is hereby agreed between the parties hereto that the Contract of April 28, 2008, as modified, be further modified as follows:

SCOPE OF SERVICES

The Entity has requested and the Consultant has agreed that the services to be performed by the Consultant as set forth in the original Contract, as modified, shall be modified to include the following services:

ITS Fiber Relocation Design

The DOTD Intelligent Transportation System (ITS) fiber optic cable along the south side of US 80 within the project limits is in conflict with the construction work on this project. The Consultant will develop plan sheets to be included in the construction plan set for the relocation of the ITS facilities in conflict.

The tasks to complete this work will include the following.

1. Verification of field location of facilities including one coordination meeting with DOTD and LONI
2. Development of plan sheets for relocated fiber route
3. Development of plan sheets for splicing details
4. Estimated quantities and opinion of estimated construction cost
5. Incorporation of relocation plan sheets into construction plans

Deliverables

1. Two plan submittals
2. Pay items and quantities for relocation
3. Opinion of estimated construction cost for relocation work

ITS relocation plan sheets will be incorporated in to the 100% final plan submittal.

Traffic Signal Design Modifications

DOTD District 05 Traffic has requested the use of a Signal Radar Vehicle Detection System (SRVDS) at the intersection of US 80, existing Kansas Lane, and the proposed Kansas Lane Extension. The current plan set for the Kansas Lane Extension, calls for a loop and video detection system. The Consultant will modify the impacted plan sheets for a SRVDS design and provide stop bar only detection for semi-actuated operation.

The tasks to complete this work will include the following.

1. Revision of plan sheets for a SRVDS.
2. Estimated quantities and opinion of estimated construction cost
3. Incorporation of relocation plan sheets into construction plans

Deliverables

1. Two plan submittals
2. Pay items and quantities for SRVDS.
3. Opinion of estimated construction cost for new/adjusted signal items

Revised sheets will be incorporated in to the 100% final plan submittal.

Temporary Traffic Signal Plans

Temporary Traffic Signal Plans will be developed for the intersection of US 80 at Kansas Lane Extension for the suggested sequence of construction Phases IVa and IVb. It is anticipated that the proposed permanent mast arm poles and controller/cabinet will be used for the temporary signal for Phases IVa and IVb.

The tasks to complete this work will include the following:

1. Phasing parameters plan sheet for fully actuated stop bar operation during Phases IVa and IVb.
2. Intersection layout and wiring diagram plan sheet for proposed temporary signal.
3. Detection, quantity and general notes plan sheet for proposed temporary signal.

Deliverables

1. Two plan submittals
2. Opinion of estimated construction cost for temporary signals

Revised sheets will be incorporated in to the 100% final plan submittal.

Updated Bridge Sheets

The bridge sheets from the 100% final Kansas Lane Extension plans will be updated for inclusion in the Kansas Ln Ext (US 80 to Bon Aire) Phase II plans. Updates will include the following:

1. Remove sheets not required for the Bayou Desiard bridge construction.
2. Update remaining sheets with remaining work and completed work from the H.013937 Kansas Ln Extension. Clearing & Grubbing project.
3. Update estimated quantities and opinion of estimated construction cost.

Subsurface Soil Survey

Project Description

The Consultant will perform geotechnical exploration services for the above captioned project, consisting of, three (3) shallow roadway borings at 8 foot depth each, sampling, and laboratory testing along the project alignment in Ouachita Parish. The following table indicates the number of borings estimated.

Site	Type of Crossing	Number of Borings
Desiard and Kansas Lane	Streets	3

The shallow borings will be made in the locations shown on the map provided.

Geotechnical Exploration and Investigations

The geotechnical investigations, sampling, and testing services to be provided shall include, but are not limited to:

- Field Reconnaissance (including rights of entry, utility locations, access, etc.);
- Mobilization/demobilization;

- Shallow Soil borings;
- GPS Latitude and Longitude of borings to within 10 ft (3 m) accuracy;
- Sealing boreholes in accordance to LA Water Well and DEQ Regulations;
- Atterberg Limits (ASTM D4318) – 100% of all cohesive samples; and
- Moisture content (ASTM D2216) – all samples;
- Grain size testing (ASTM D1140 and ASTM D6913) – as needed to classify granular soils;
- Hydrometer tests (ASTM D7928) – 75% of samples;
- Percent Organics (ASTM D2974) – as needed; and
- pH (ASTM G51) and resistivity (AASHTO T 288) – as needed, at applicable pipe crossings.
- Drafting of subgrade soil surveys; and
- Traffic Control.

Drilling and Sampling

Shallow soil borings for subgrade soil surveys can be made utilizing either hollow-stem or continuous-flight augers. Any other method shall be approved by the DOTD Pavement & Geotechnical Services Administrator prior to it being implemented.

Transport of samples from the field to the laboratory shall conform to ASTM D4220, Group C. Samples may not be extruded at the worksite. Sample tubes shall be transported vertically in the same orientation as they were sampled, with care taken to avoid excessive temperature variation, vibration, or any other sample disturbance. They shall be extruded in the laboratory in accordance by means of a continuous pressure hydraulic ram. Extrusion by any other method, such as water pressure, is prohibited. Samples shall be extruded directly onto a sample trough, and shall not be caught with the hands.

The natural ground elevation at the location of each borehole shall be determined to within 6 in. (0.15 m). These elevations may be determined utilizing elevations of existing structures for landmarks that may be shown on the plans supplied. If DOTD has established a temporary benchmark (TBM) at the site, it shall be used in lieu of elevations shown on the plans.

Unless otherwise stated, it will be the responsibility of the Consultant to obtain consent from the respective landowners in order to enter onto private property. In the case that consent is not granted, the Consultant shall contact the project manager to execute a Forced Entry, as per Louisiana Revised Statute 48:217. Forced entry access will be granted via written notice from the project manager.

Deliverables

The following deliverables shall be provided during the course of the geotechnical investigation:

- **Geotechnical Investigation Plan**

- Prior to beginning the field work associated with the geotechnical investigation, submit a site layout with proposed boring/CPT locations for review and approval. Additionally, coordinate with district personnel and provide traffic control plan if

traffic will be affected. Traffic control plan should include anticipated dates of road/lane closure and limits of road/lane closure. Final traffic control plan should be submitted according to the schedule of deliverables.

- **Geotechnical Data Report**
 - The Consultant shall furnish a final Geotechnical Data Report (GDR) detailing the results of the subsurface investigation. The GDR shall include, at a minimum:
 - 1) Cover letter with executive summary describing the subsurface investigation;
 - 2) Table of contents;
 - 3) Report Body containing the following sections, at a minimum:
 - a. Project Description;
 - b. Summary of subsurface investigation, including description of methods and standards used; and
 - c. Summary of laboratory testing performed, including description of methods and standards used.
 - 4) Appendix containing the following items, at a minimum:
 - a. Boring plan;
 - b. Soil boring logs;
 - c. Plots of grain size distribution curves and consolidation tests, as applicable; and
 - d. Laboratory test data sheets, (as applicable).

Report Format

The report shall be submitted in electronic format as a searchable .pdf file with bookmarks denoting the various sections of the report. Report body, charts, and figures shall be generated directly from the source applications in order to minimize file size. Documents scanned as raster images shall only be used when no other option exists for their inclusion into the report. All pages shall print to either 8.5" x 11" or 11" x 17" without scaling or adjustment.

All reported test results, including each profile sheet, shall be sealed and manually signed and dated by the Professional Engineer in responsible charge of testing. The DOTD Pavement and Geotechnical Services Section will review the completed boring logs for completeness and accuracy prior to their final submittal.

COMPENSATION

Compensation to the Consultant for the services to be performed under this Supplemental Agreement has a maximum limitation of \$109,323, which is subdivided as follows:

<u>Compensation Type</u>	<u>Maximum Limitation</u>
Lump Sum	\$95,659
Unit Costs	\$13,664

The maximum compensation payable to the Consultant under this Contract is hereby increased from **\$1,812,160** to **\$1,921,483**, which includes compensation under the Original Contract, Supplemental Agreements No. 1 through 6, and Extra Work Letters No. 1 through 6.

ARTICLE CHANGES

The following Articles either replace existing Articles in the contract or are added as new Articles:

DIRECT EXPENSES (October 2022)

If it is provided herein that direct expenses are to be reimbursed, direct expense items must not be included in the calculation of the firm's indirect cost rate, must be used exclusively for this contract, and must be fully consumed during the life of this contract. The acquisition or rental of standard equipment or resources to be used in the provision of services rendered for this contract will not be considered for reimbursement as direct expenses (e.g., vehicles for construction engineering and inspection (CE&I) inspectors). Requests for reimbursement of direct expenses must be accompanied with adequate supporting documentation. Failure to provide adequate supporting documentation may, in DOTD's sole discretion, result in a determination that such expenses are not eligible for reimbursement.

Consultant shall provide a minimum of three rate quotes for any specialty vehicle or equipment that is billed as a direct expense. Any and all specialty vehicles or equipment for which said quotes are not submitted shall be deemed as non-qualifying for payment as direct expenses.

All travel related expenses will be compensated under direct expenses, and will be in accordance with the most current Louisiana Office of State Travel regulations as promulgated in the Louisiana Administrative Code under the caption "PPM No. 49", with the exception that compensation for vehicle usage will be based on actual miles traveled directly and exclusively related to project needs.

All direct expenses must comply with the requirements of 48 C.F.R. 31.

PAYMENT BASED ON LUMP SUM (April 2020)

Payments of undisputed amounts for services rendered by Consultant and/or sub-consultant shall be made monthly. The payments shall be based on a standard certified correct invoice directly proportional to the percentage of completed work, as shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by Entity.

The invoice shall reflect the amount and value of work accomplished to the date of such submission. The invoice shall also show the total of previous payments made pursuant to this contract and the amount due and payable as of the date of the current invoice.

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the Entity PM and shall be on the DOTD standard invoice form.

Upon receipt of each invoice, Entity shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, Entity shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

PAYMENT BASED ON COST PER UNIT OF WORK (April 2020)

Payments for unit costs relating to line item deliverables delivered or in progress by Consultant and/or sub-consultant, shall be made monthly on undisputed amounts based on a standard certified correct and itemized invoice showing units delivered, units in progress, line item unit cost, and amount owed. Percentage complete of the project and of any units in progress shall be shown in the monthly progress schedule. The monthly progress schedule shall: a) show in detail the status of the work, b) be subdivided into appropriate stages with estimated percentages for each stage, c) state the percentage of work completed on the total project as of the date of the invoice, d) state the projected completion date for any/all deliverable(s) as of the date of the invoice, and e) be of a form and with a division of items as approved by the Entity.

The invoice shall show the total amount earned to the date of submission, and the amount due and payable as of the date of the invoice.

The Consultant must sign, date, and certify the invoice for correctness. Invoices shall be submitted monthly directly to the Entity PM and shall be on the DOTD standard invoice form.

Upon receipt of each invoice, Entity shall check the invoice for correctness and return if required; upon acceptance and approval of a standard certified correct invoice, for services satisfactorily performed, Entity shall pay the amount shown to be due and payable within thirty (30) calendar days.

All costs must comply with the requirements of 48 C.F.R. 31.

Payment for unit costs shall be based on the actual number of units delivered pursuant to this contract.

AUDIT (June 2019)

Annually, Consultant shall provide or cause to be provided to the DOTD Audit Section *independent* Certified Public Accountant (CPA) audited indirect cost rate(s) for itself and any sub-consultants. The indirect cost rate(s) provided to DOTD may consist of a single company-wide indirect cost rate or, at the consultant's or sub-consultant's option, may also include separate home and field indirect cost rates. These audited indirect cost rate(s) shall be developed in accordance with generally accepted accounting principles, using the cost principles and procedures set forth in 48 CFR 31 of the Federal Acquisition Regulations (FAR) and guidelines provided by the DOTD Audit Section. In addition, the selected consultant will allow the DOTD Audit Section to perform an indirect cost audit of its books, at DOTD's sole discretion, and shall require the same of any sub-consultants. The performance or non-performance of such an audit by the DOTD Audit Section shall not relieve Consultant of its responsibilities under this paragraph. For the purpose

of calculating DOTD contract compensation, the consultant/sub-consultant may elect to use its company-wide indirect cost rate or, if available, its separate home and/or field indirect cost rates, as applicable, provided that such election shall apply consistently across all affected contracts.

If this contract provides for separate reimbursement of indirect cost expenses, prior to the commencement of work, DOTD will submit to Consultant a form, substantially in the form of Attachment C to this contract, stating the average of up to the most recent three (3) years within the last five years of the applicable audited indirect cost rate(s) for Consultant and any sub-consultants to be used for this contract. The applicable indirect cost rate(s) will be the DOTD-approved audited indirect cost rate(s) for that consultant/sub-consultant until an updated form is transmitted to Consultant by DOTD. Upon receipt of the required form(s) by Consultant, Consultant shall sign the form(s) for itself and its sub-consultants to signify acknowledgment of receipt and return the signed form(s) to DOTD. If Consultant requests and is approved to add a sub-consultant after commencement of work, such a form must be prepared, submitted, received, and returned before that sub-consultant commences work on this contract.

In the event that DOTD does not have any approved indirect cost rate(s) for Consultant or any sub-consultants, provisional rate(s) will be used based on the statewide average audited indirect cost rate until such time as audited indirect cost rate(s) for that consultant/sub-consultant are received and approved by DOTD. In the event that DOTD has an approved company-wide indirect cost rate for the Consultant or any sub-consultant, and the work effort is primarily field work, a provisional rate based on the statewide average field indirect cost rate will be used until such time as an audited field indirect cost rate for that consultant/sub-consultant is received and approved by DOTD. Upon approval of such audited rate(s), DOTD shall provide Consultant with updated documentation reflecting the audited rate(s), and Consultant shall include on its next scheduled invoice any entries necessary to adjust charges for work already billed based on any differences between the provisional indirect cost rate(s) and the actual audited indirect cost rate(s), as required by 23 CFR 172. In addition, DOTD and Consultant shall enter into an amendment to this contract to revise the maximum compensation set forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rate(s) received and approved by DOTD.

In the event that a consultant/sub-consultant has audited indirect cost rate(s) for previous fiscal years on file with DOTD and has recently submitted indirect cost rate(s) to DOTD for subsequent fiscal years that have not been approved by the DOTD Audit Section, prior to execution of this contract or any supplement hereto, Consultant may request the use of provisional indirect cost rate(s) for that consultant/sub-consultant in preparing this contract or any supplement hereto. The provisional rate(s) will be based on the lesser of the statewide average audited indirect cost rate, any company-wide audited indirect cost rate specific to that consultant/sub-consultant that has been approved by DOTD, or any rate(s) offered to be used by Consultant. These provisional rate(s) will be used for that consultant/sub-consultant until such time as approval is received from the DOTD Audit Section for indirect cost rate proposals for that consultant/sub-consultant for all fiscal years that were pending as of the date of this contract's execution. Upon approval of such audited rate(s), DOTD shall provide Consultant with updated documentation reflecting the audited rate(s), and Consultant shall include on its next scheduled invoice any entries necessary to adjust charges for work already billed based on any differences between the provisional indirect cost rate(s) and the actual audited indirect cost rate(s), as required by 23 CFR 172. In addition, DOTD and Consultant shall enter into an amendment to this contract to revise the maximum compensation set

forth herein and specific rates of compensation, to the extent such are provided herein, in light of the actual audited indirect cost rate(s) received and approved by DOTD.

Consultants are also required to submit labor rate information once per year, or more frequently upon request from DOTD, to the DOTD Audit Section.

If Consultant is entitled to be reimbursed for direct and/or indirect costs of Consultant and/or any sub-consultants pursuant to this contract, Consultant/sub-consultant must maintain an approved project cost system and segregate direct from indirect cost in its general ledger. Pre-award and post audits, as well as interim audits, may be required.

PROSECUTION OF WORK (March 2018)

Immediately upon receiving authorization to proceed with the work, Consultant shall prepare and submit to the PM a proposed progress schedule or bar chart, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this schedule or bar chart shall be arranged so the actual progress can be shown as the items of work are accomplished. It shall be revised monthly and submitted with other monthly data required.

Consultant shall provide sufficient resources to ensure completion of the project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule, Consultant shall take immediate steps to restore satisfactory progress.

The progress of the work shall be determined monthly, with the submission of an invoice and progress schedule to Entity. For any work, the project shall be considered on schedule if the percentage of the total work completed is equal to or greater than the percentage of contract time elapsed.

The overall project schedule includes the combined time allotted for all tasks within this contract, subject to any overlaps of concurrent activities. For the purposes of evaluating work progress, the elapsed time for any task begins in accordance with the original project schedule, even though work on a task may not commence on schedule. Should any task fail to commence in accordance with the original schedule because of delinquencies in a previous task, the elapsed time in the above ratio shall be measured from the time the task would have begun had the previous task been completed on schedule. Should any delays in progress be necessitated by circumstances outside of Consultant's control, it shall be the responsibility of Consultant to request an appropriate adjustment in contract time. If the ratio of percentage of work completed to percentage of time elapsed falls below 0.75, Consultant shall be subject to disqualification.

SUPPLEMENTAL ETHICS REQUIREMENTS (July 2020)

Consultant warrants that, to the best of its knowledge, it, its employees, or agents have not, and for the duration of this contract will not, do any of the following:

1. Provide any food, drink, admission, accommodation, travel or gift, regardless of value, to any member of a DOTD project evaluation team (PET), unless specifically authorized in writing in advance by the DOTD Chief Engineer.

2. Have any contact with a member of a DOTD PET relating to advertisements, or projects on the projected advertisement list, other than through official DOTD CCS procedures. Ordinary business interactions between PET members and consultants regarding other projects (e.g., projects currently under contract), when carried out during normal working hours and in the workplace, are not a violation of this policy and can continue as normal.

Consultant further warrants that it will immediately notify the DOTD CCS Administrator, in writing, upon becoming aware of any intentional or unintentional violation of this policy, any ethics violation, or any action of a DOTD employee outside the course and scope of his/her job duties that impacts the business interests of Consultant.

The requirements of this Article shall be physically included in all subcontracts entered into by Consultant.

CYBERSECURITY TRAINING (April 2022)

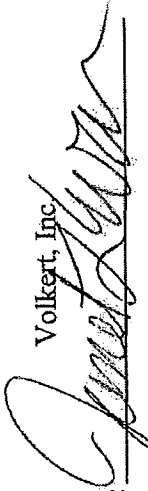
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Consultant, any of its employees, agents, or sub-consultants will have access to State government information technology assets, the Consultant's employees, agents, or sub-consultants with such access must complete cybersecurity training annually, and the Consultant must present evidence of such compliance annually and upon request. The Consultant may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets," means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

ORIGINAL CONTRACT

All requirements of the Contract of April 28, 2008, thereto, except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.

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

BY:  Volkert, Inc.

NAME: Janet Evans

TITLE: Vice President

63-0247014

Federal Taxpayer Identification Number

U3Z7J7LLCNA2

SAM.GOV Unique Entity ID Number

20.205

Assistance Listing Number

City of Monroe

BY: _____

Friday Ellis

Mayor

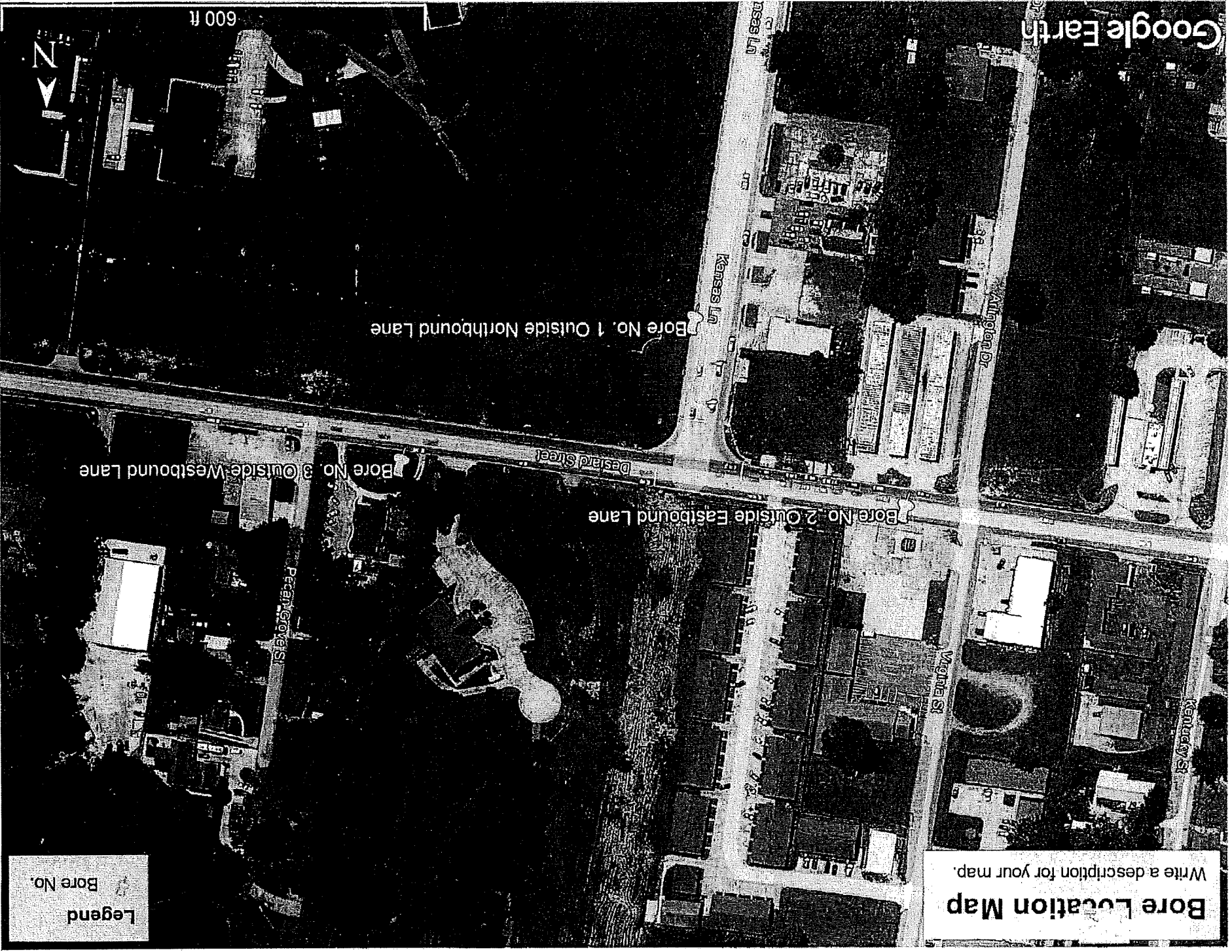
72-6000903

Federal Taxpayer Identification Number

ML5DBGR6ALP7

SAM.GOV Unique Entity ID Number

FHWA Authorization Date: 09/17/2007



Bore Location Map
Write a description for your map.

Legend
Bore No.

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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 KATIE LEE BANKS, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED IN AND TO LOT 21, SQUARE 53, OUACHITA COTTON MILLS 2ND ADDITION, OUACHITA PARISH, 1301 GEORGIA ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 13, 1999, AND FURTHER WITH RESPECT THERETO.

WHEREAS the property described as

**Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition
1301 Georgia St.**

Ouachita Parish, Monroe, Louisiana

District 4

Parcel #49155

was adjudicated to the City of Monroe, Louisiana for non-payment of 1998 Ad Valorem Taxes by Adjudication Deed dated and filed July 13, 1999, in Conveyance Book 1768 at page 377 of the Records of Ouachita Parish, Louisiana. The 1998 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Hazel Hill;

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

WHEREAS Katie Lee Banks wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual. Katie Lee Banks has paid to the City of Monroe the sum of Four Thousand Five Hundred Thirty-eight and 36/100 (\$4,538.36) dollars, which includes Three Thousand Seven Hundred Sixteen and 36/100 (\$3,716.36) dollars in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing costs, 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, because the City of Monroe has made attempts to contact Hazel Hill, by registered mail and publication in the News Star, with no response, Katie Lee Banks desires to purchase the property, and the property is not needed for public purposes, the City of Monroe desires to take corporeal possession of and sell to Katie Lee Banks the property described as follows:

**Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition
1301 Georgia St.**

Ouachita Parish, Monroe, Louisiana

District 4

Parcel #49155

ORDINANCE INTRODUCED on the ____ day of September 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 whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

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

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CHAIRPERSON

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING THE SCHEDULE OF GENERAL FEES AND CHARGES FOR CERTAIN MONROE RECREATIONAL FACILITIES, REDESIGNATING AEROBICS AS INSTRUCTOR LED PROGRAMS, INCREASING THE MAXIMUM ALLOWABLE FEE, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe makes space available for use or rent in certain Monroe Recreational Facilities and has established a general schedule of fees and charges for those facilities;

WHEREAS, by Ordinance 10,494, the City Council established the fee for instructor led aerobics classes, setting the fee at \$1.50 per individual, per class, and mandating that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space;

WHEREAS, the City desires to increase programming options within its recreational facilities and encourage qualified instructors to hold additional instructor-led classes beyond aerobics;

WHEREAS, new programming opportunities and instructor-led programs would promote the health and welfare of our community;

WHEREAS, the current \$1.50 fee, which has been in effect for eighteen years, does not reflect the value of instructor-led programs to our community, discourages qualified instructors from teaching classes or offering additional programming in City recreational facilities, and does not adequately compensate for the use of City facilities; and

WHEREAS, in an effort to encourage and promote the addition of new instructor led programs and classes, the City wishes to rename the "Aerobics" category in its general schedule of fees and costs as "Instructor Led Programs," increase the maximum allowable fee from \$1.50 to \$15.00 per person, per class, and maintain that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the general schedule of fees and costs contained in the Monroe City Code and identified as City of Monroe Code Section 25-64 is hereby amended in part and reenacted to rename the "Aerobics" category as "Instructor Led Programs," increase the maximum allowable fee from \$1.50 to \$15.00 per person, per class, and maintain that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space; and

BE IT FURTHER ORDAINED, that the schedule of fees in the chart contained in Section 25-64 of the City of Monroe Code is hereby amended in part and reenacted as follows:

Instructor Led Programs		Maximum \$15.00 per indiv. per class - 75% instr, 25% city
-------------------------	--	--

This Ordinance was introduced on the _____ day of September 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 October 2023.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REVOKING A 60' WIDE BY 1,195' LONG 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, and

WHEREAS, this section of Adams Street, being approximately 60' wide by 1,195' long is an improved street, located between North 14th Street and North 18th Street, and

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

WHEREAS, once revoked, the right-of-way will revert to the adjacent property owner(s), 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, in legal session convened, that Adams Street from North 14th Street to North 18th Street, for approximately 60' by 1,195', is hereby revoked.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 12th day of September 2023.

NOTICE PUBLISHED on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



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. Jott 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.

REV 100-23 (Adams Street)
James Machine Works

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
TELEPHONE 18387-2710

July 28, 2023

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

RE: Traffic Count
Adams Street

Monroe, LA 71201
L & A, Inc. Project No. 21E057.05 (006)

James Machine Works

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 Trippl 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. THORNHILL, P.E. • KEVIN E. CROSSBY, P.E., P.L.S.
J. RYAN SHILLERS, P.E. • RANDY C. HAMMONS, P.E. • JOSHUA D. HAYS, P.E. • RONALD J. RIGGIN, P.E., P.L.S.
JAMES S. ELLINGBURG, P.E. • WILLIAM L. DEAN, P.E. • JAGAN H. LAWRENCE, P.E.



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPAC/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. _____ who
The following Ordinance was offered by Mr. _____ who
moved for its adoption and was seconded by Mr. _____:

AN ORDINANCE TO AMEND THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA AND PROVIDING FURTHER WITH RESPECT THERETO:

WHEREAS, the City Council of City of Monroe has held its Public Hearing with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a ±8.385-acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the R-4 (High Density Multi-Family Residence) District, to convert a hotel into apartments, at 1051 Martin L. King, Jr. Drive.

1051 Martin L. King, Jr. Drive

Tract A:

A certain 6.725-acre tract of land located in Section 32 and 65, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, which said tract is described as follows:

From an iron pin at the southeast corner of said Section 65, run South 53 degrees, 23 minutes, 18 seconds West, along the line dividing Section 65 and 32, a distance of 456.94 feet, more or less, to an iron pin on the east right-of-way line of U. S. Highway #165 Bypass (State Project No. 15-31-01) and the Point of Beginning; thence run North 02 degrees, 18 minutes, 05 seconds West, along the east line of said Highway right-of-way, a distance of 173 feet, more or less, to an iron pin; thence run South 86 degrees 31 minutes 46 seconds East, a distance of 481.2 feet, more or less, to an iron pin on the West line of T. W. Humphries property; thence run South 00 degrees 29 minutes 31 seconds East, a distance of 627.57 feet, more or less, to an iron pin on the North right-of-way line of Illinois Central Gulf Railroad; thence run North 85 degrees 06 minutes West, along the North line of said railroad right-of-way a distance of 473.37 feet, more or less, to a highway concrete monument; thence run North 04 degrees, 52 minutes, 08 seconds East, along the East right-of-way line of U. S. Highway #165 Bypass (State Project No. 15-31-01), a distance of 85.69 feet, more or less, to an iron pin; thence run North 02 degrees 18 minutes 05 seconds West, along the East line of said highway right-of-way, a distance of 358.29 feet, more or less, to an iron pin, being the Point of Beginning.

Containing 6.725 acre, more or less, and being subject to a 0.2169-acre drainage servitude in favor of the State of Louisiana, recorded under File No. 793444, Book 1164, page 615, in the Conveyance Records of Ouachita Parish, Louisiana, all as shown on plat by Neel & Hubbs, Land surveyors, dated August 5, 1980, last revised March 18, 1981.

Tract B:

A certain 1.66-acre tract of land located in Sections 65 and 32, Township 18 North, Range 4 East, Ouachita Parish, Monroe, Louisiana, and being described as follows:

From an iron pin at the Southeast corner of said Section 65, run South 53 degrees 23 minutes 18 seconds West, along the line dividing Sections 65 and 32, a distance of 189.62 feet to an iron pin; thence run North 86 degrees 31 minutes 46 seconds West, distance of 221.93 feet to an iron pin on the East right-of-way line of U. S. Highway #165 (State Project No. 15-31-01), also being the Northwest corner of Monroe Motels property (File No. 793446, Book 1164, page 621, in the Conveyance Records of Ouachita Parish, Louisiana) for the Point of Beginning; thence run North 2 degrees 18 minutes 05 seconds West, along said highway right-of-way, a distance of 150 feet to an iron pin; thence run South 86 degrees 34 minutes 37 seconds East, a distance of 485.92 feet to an iron pin, lying North 0 degrees 29 minutes 31 seconds West, 150 feet on the extension of the East line of Monroe Motels property, from the Northeast corner of Monroe Motel property; thence run South 0 degrees 29 minutes 31 seconds East, a distance of 150 feet to an iron pin at the Northeast corner of Monroe Motels property; thence run North 86 degrees 31 minutes 46 seconds West, along the North line of Monroe Motels property, a distance of 481.2 feet to the Point of Beginning.

Containing 1.66 acres, more or less, and being subject to a 12-foot utility servitude, and also a 10-foot gas line right-of-way (File No. 520400, Book 783, page 498, in the Conveyance Records of Ouachita Parish, Louisiana), all as is more fully shown on plat of survey under revised date of January, 1983, prepared by V. A. Hubka, Registered Professional Land Surveyor.

APPLICANT: Sanjib Datta (MA 106-23)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending **denial**, on a 3-1-1 majority vote. The applicant wishes to convert a hotel into apartments. The B-3 (General Business/Commercial) District is not the appropriate zoning district for the applicant to develop the property for an apartment use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to rezone the ±8.385-acre described to the R-4 (High Density Multi-Family Residence) District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 12th day of September 2023.

NOTICE PUBLISHED on the _____ day of _____ 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 28, 2023

City Hall

Monroe, Louisiana

RE: MA 106-23

APPLICANT: Sanjib Datta

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Rev. Tegitra Thomas

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area *are not* sufficient to justify the above request to rezone an 8.385-acre tract of land, more or less, from the B-3 (General Business/Commercial) District to the R-4 (High Density Multi-Family Residence) District. This property is located at 1051 Martin L. King, Jr. Drive. The commission recommends this application be denied.

The vote by the Monroe Planning Commission was 3-1-1 for denial.

**City of Monroe
Planning Commission**

Case No.: MA 106-23
Name of Applicant: Sanjib Datta
Address of Property: 1051 Martin L. King, Jr. Drive
Size of Property: ±8.385-acres
Present Zoning: B-3 (General Business/Commercial) District
Proposed Zoning: R-4 (High Density Multi-Family Residential) District
Council District: 3
Future Land Use: Highway Commercial Mixed-Use
**Consistent to the
Comprehensive Plan:** Yes

REQUEST: This is a request to rezone 1051 Martin L. King, Jr. Drive from B-3 (General Business/Commercial) District to the R-4 (High Density Multi-Family Residential) District.

PRESENT USE: Existing vacant hotel

**MOST NEARLY BOUNDED
BY (STREETS):**

The property is located north of Millhaven Road, south of Harvester Drive, west of Parkland Street and east of Martin L. King, Jr. Drive.

SURROUNDING LAND USES: The surrounding land use consists of hotels to the north, with single and multi-family residential housing to the east and northeast.

ADVERSE INFLUENCES: This business can increase traffic in the area.

POSITIVE INFLUENCES: This business will add to the housing stock and property taxes for the City of Monroe.

**COMMENTS/
RECOMMENDATIONS:**

The City of Monroe would like to rezone an 8.385-acre tract of land from the B-3 (General Business/Commercial) District to the R-4 (High Density Multi-Family Residence) District. The purpose of the request will allow the applicant to convert a 260-room hotel into an approximately 185 multi-family apartment complexes. The property is currently a vacant OYO or Holidome hotel building. The R-4 (High Density Multi-Family Residence) District will be the most appropriate zoning classification for the proposed housing development.

The **Future Land Use Classification** for this area is **Highway Commercial Urban Mixed-Use**. This area will typically be planned to accommodate more intensive uses near the highway with office/commercial and retail uses along the I-20 spine along the edge of the City of Monroe. This request is consistent with the comprehensive plan.

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

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

Effect of Denial

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

OPTIONS:

Approve the applicant's request as presented.

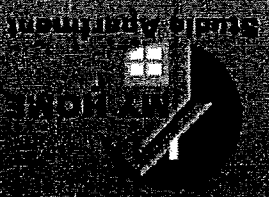
Deny the applicant's request as presented.



PGV Capital, LLC Confidential 2023

PGV
capital

Workforce Housing, Monroe, LA



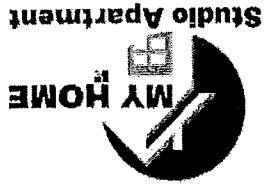


TABLE OF CONTENTS



About PCV



Amenities



Property Overview



Floor Plans



Management Team



Property Survey



Contact Information





ABOUT US



In value created from operational excellence

\$5B



Participation in M&A Transactions

>500+



2X to 10X
Grow revenue

<http://pgvcapital.com/>

<https://myhome-studios.com/>

<https://bizlendingpartners.com/>

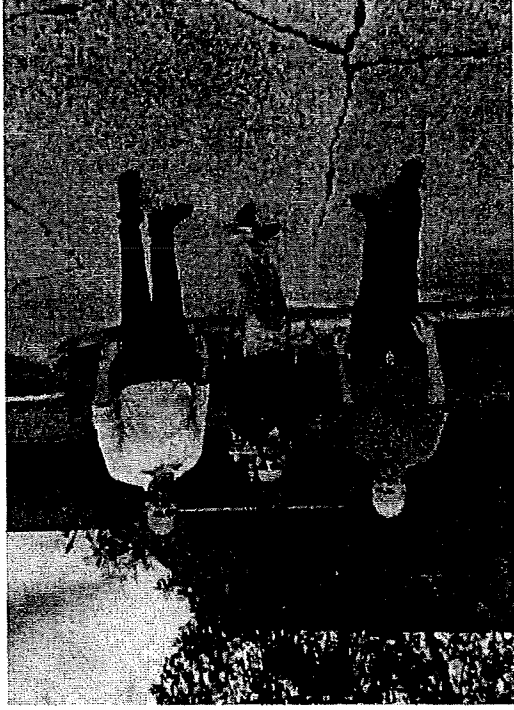
<http://ahusa.info/>

<https://pgvadvisors.com/>

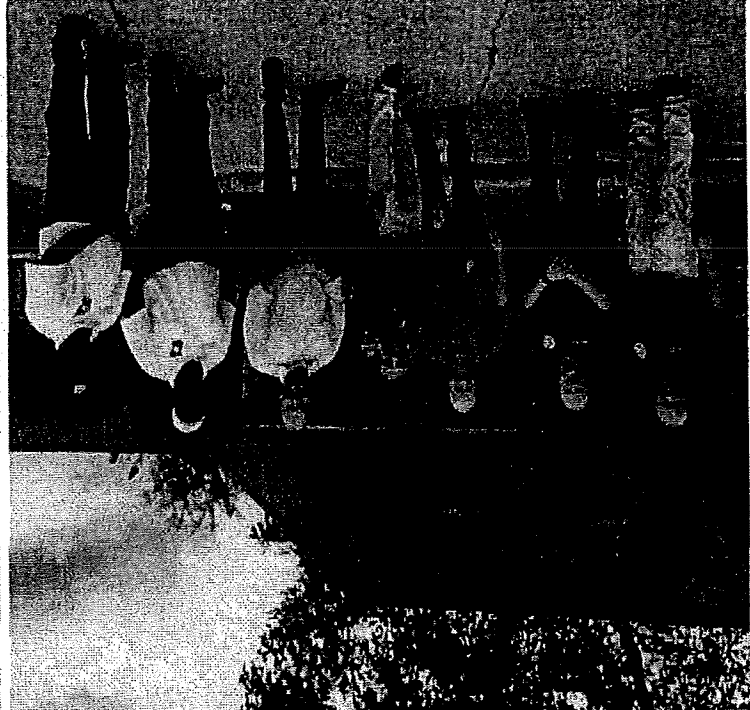
Profitability | Growth | Value Creation



Collaboration with The City



Police Chief



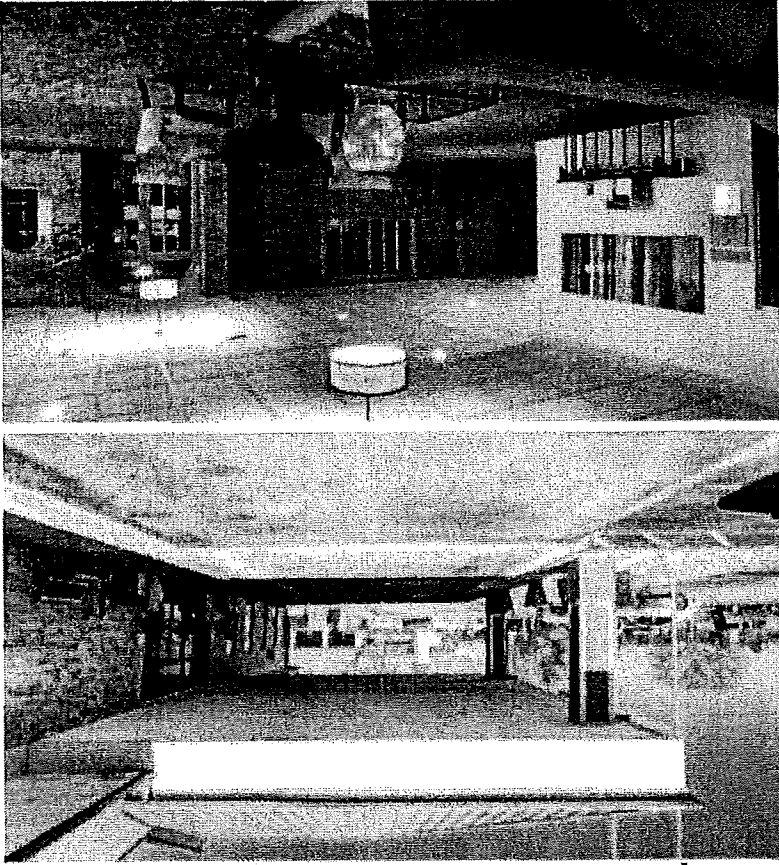
Police & Fire Chief




Zoning Director




Studio Apartment





PROPERTY OVERVIEW


 Address
1051 Martin Luther
King drive, Monroe,
Louisiana

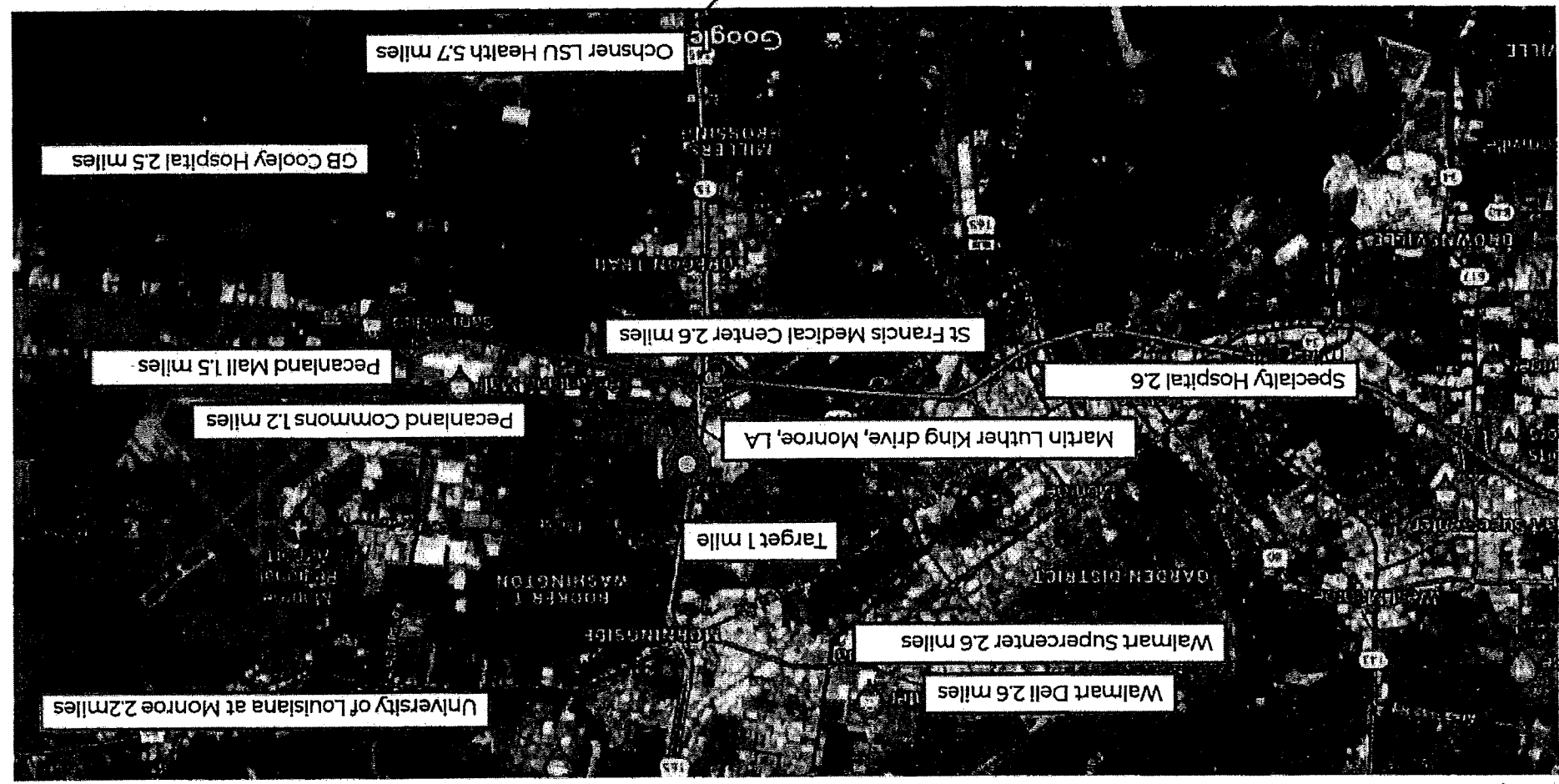


 County
Ouachita

 State
Louisiana

 1 Mile off I-20

 8.4 acre



PROPERTY STRATEGIC LOCATION





Hi,
gradu



Total
17

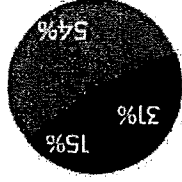


AREA DEMOGRAPHICS



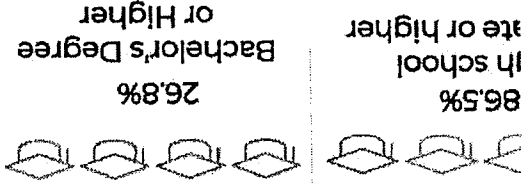
partment

oe, LA
lation Demographic



- Age Groups
- Persons under 5 years
 - Persons under 18 years
 - Persons 65 years and over

Education



Housing

Median gross rent,
\$861



Owner occupied to Renters 55%
owner-occupied housing units \$149,000

Income and Employment

Median household income
\$46,747

Unemployment Rate 3.6%

MONROE'S STRONG EMPLOYMENT BASE



Studio Apartment



Largest Employers

- Quachita Parish School District
- Century link
- St. Francis Medical Center, LLC
- Graphic Packaging International
- JPMorgan Chase
- Glenwood Regional Medical Center
- Wal-Mart Stores, Inc.
- City of Monroe
- University of Louisiana at Monroe
- Ochsner LSU Health Shreveport - Monroe Medical Center
- PKC Investments , LLC
- Bancroft Bag, Inc
- E.I.Du Pont De Nemours

11



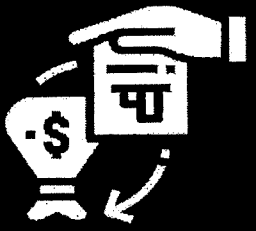
Studio Apa



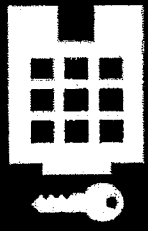
90.4%
Occupancy



3%
Year over Year Rent Growth



3.6%
Average Unemployment

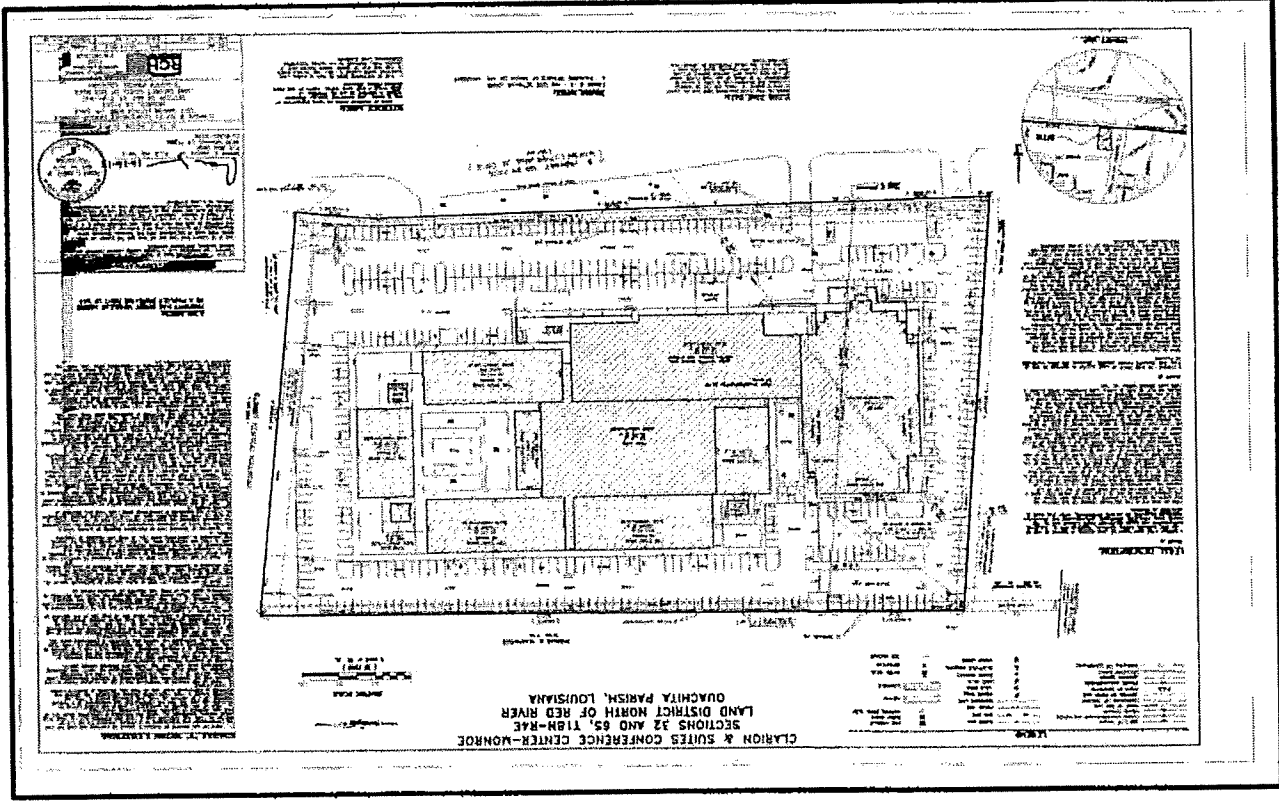


MONROE : RENTAL MARKET HIGHLIGHTS

HOME
Investment



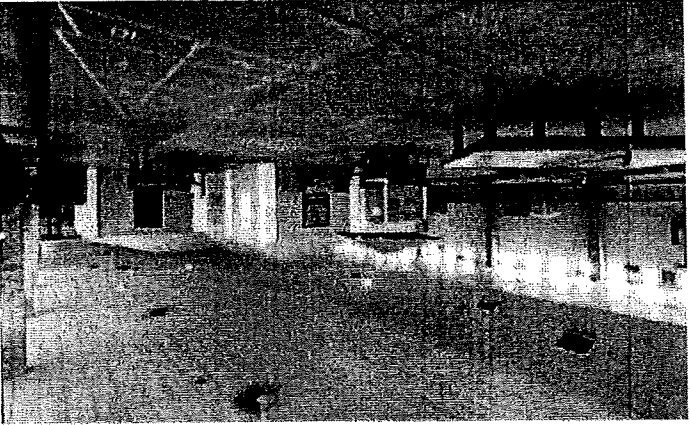
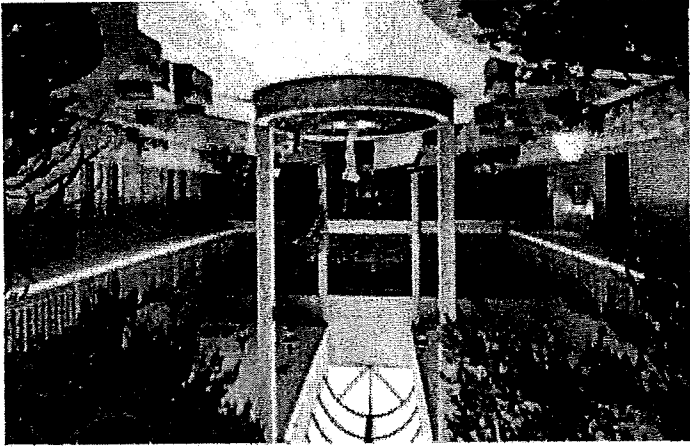
Property Details - Survey



- ❖ 260 rooms
- ❖ 13 Large Conference Rooms
- ❖ 1 Indoor & 1 Outdoor Swimming Pools
- ❖ Large Restaurant with Full Kitchen
- ❖ Parks and Common Areas
- ❖ 417 Parking Spots with 20 Handicapped Spots



Studio Apartment



FUTURE COMMUNITY AMENITIES



65 Studios &
120 One Bedrooms



Gated community
with Live Security



Resident Clubhouse



Smart Technology and Hi
Speed Wi-fi enabled
community



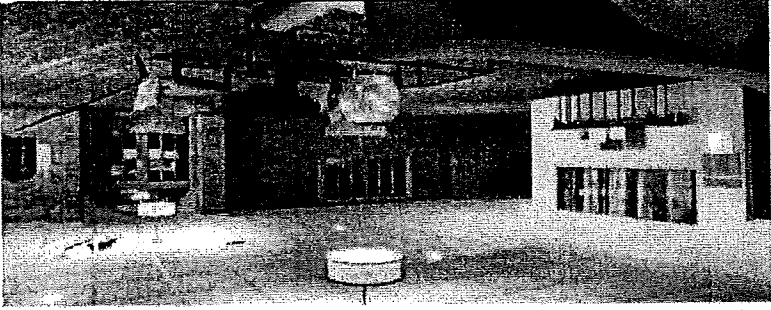
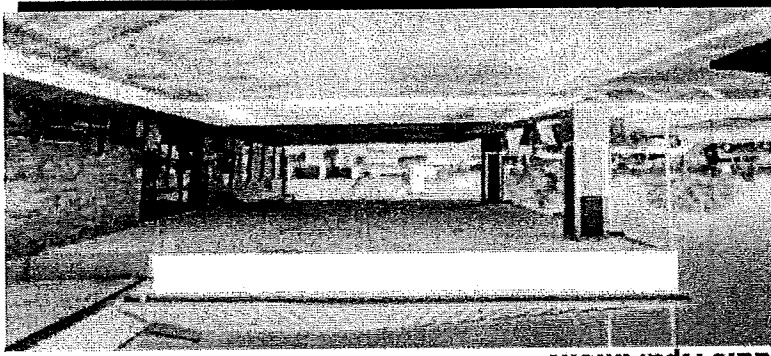
Fitness Center



Indoor/Outdoor Pool



Studio Apartment



https://www.tripadvisor.com/Hotel_Review-g40319-d223405-Reviews-OYO_Hotel_Monroe_LA-120-Monroe_Louisiana.html#/media/223405/albumid=101&type=0&category=101

Property Amenities

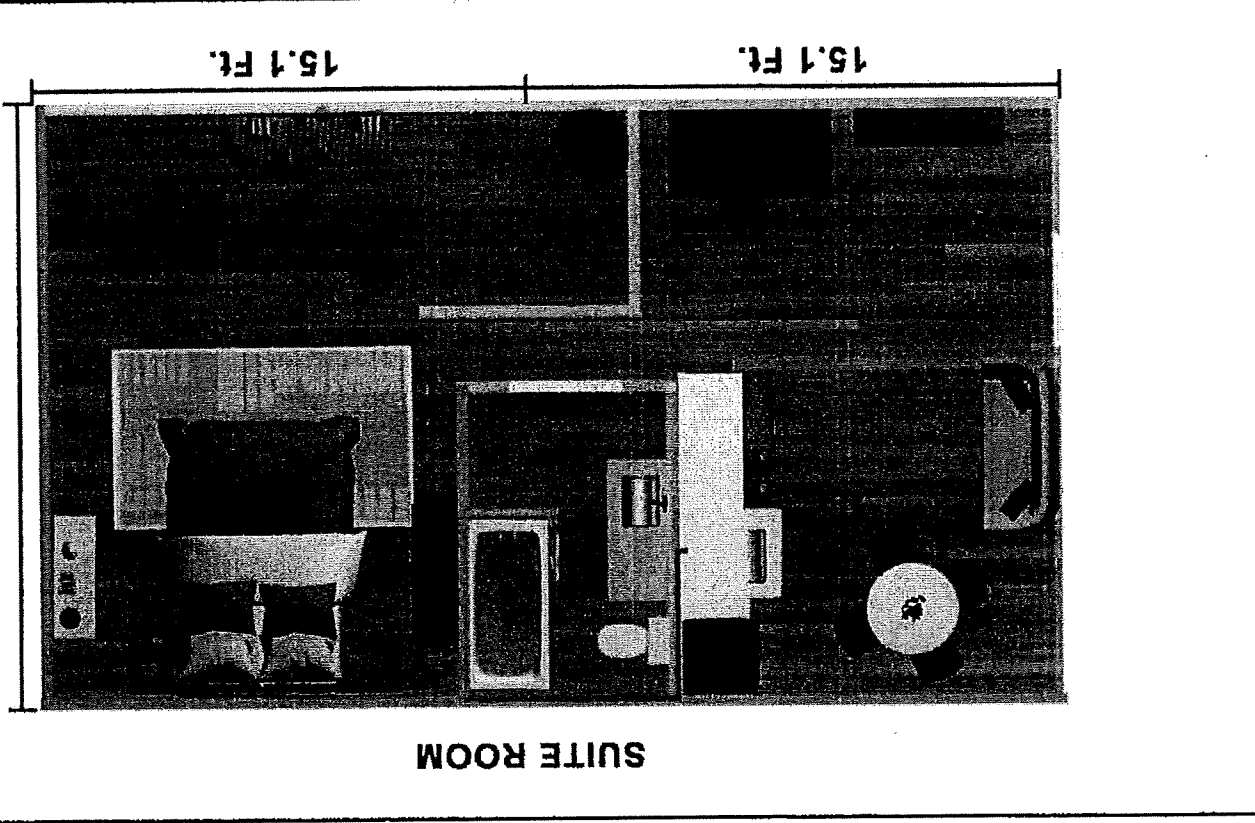
- ❖ 185 Total Apartments
- ❖ Gated and Fenced
- ❖ Live 24x7 Security Guard
- ❖ 2 Swimming Pools
- ❖ 1 Full Restaurant
- ❖ 6 to 8 small retail shops
- ❖ 20+ Professional office space (Regus Model)
- ❖ 3 to 4 Large Meeting Rooms
- ❖ Movie Hall for Tenants
- ❖ Full Indoor Gym
- ❖ Central Mailbox Area for each room
- ❖ Onsite Coin Laundry
- ❖ Pet Park
- ❖ Childrens Playground
- ❖ Onsite 24x7 Maintenance Person
- ❖ Onsite Front Desk Manager during office hours

Suite Room – 540 sq ft



SUITE ROOM

17.8 Ft.

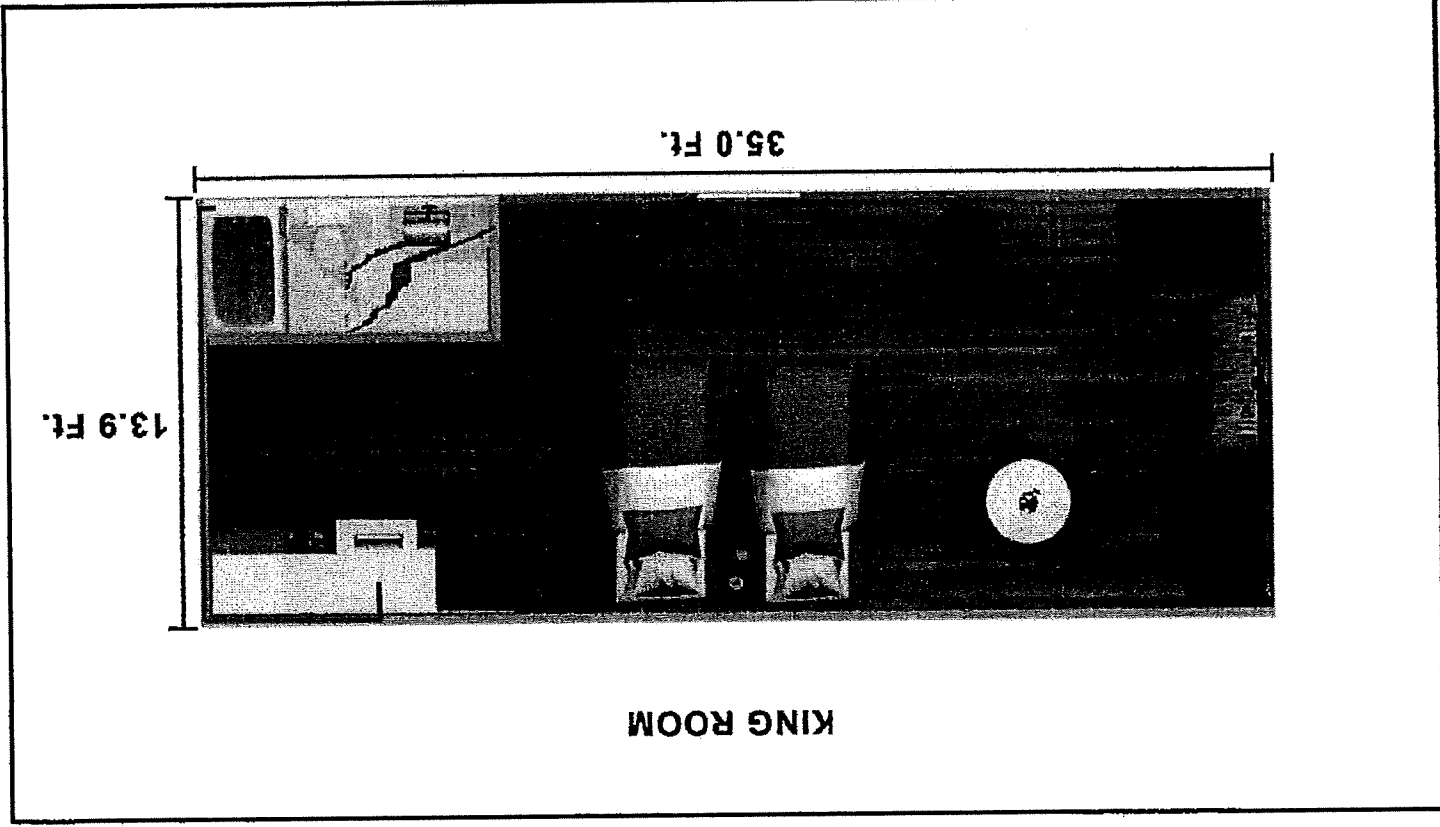


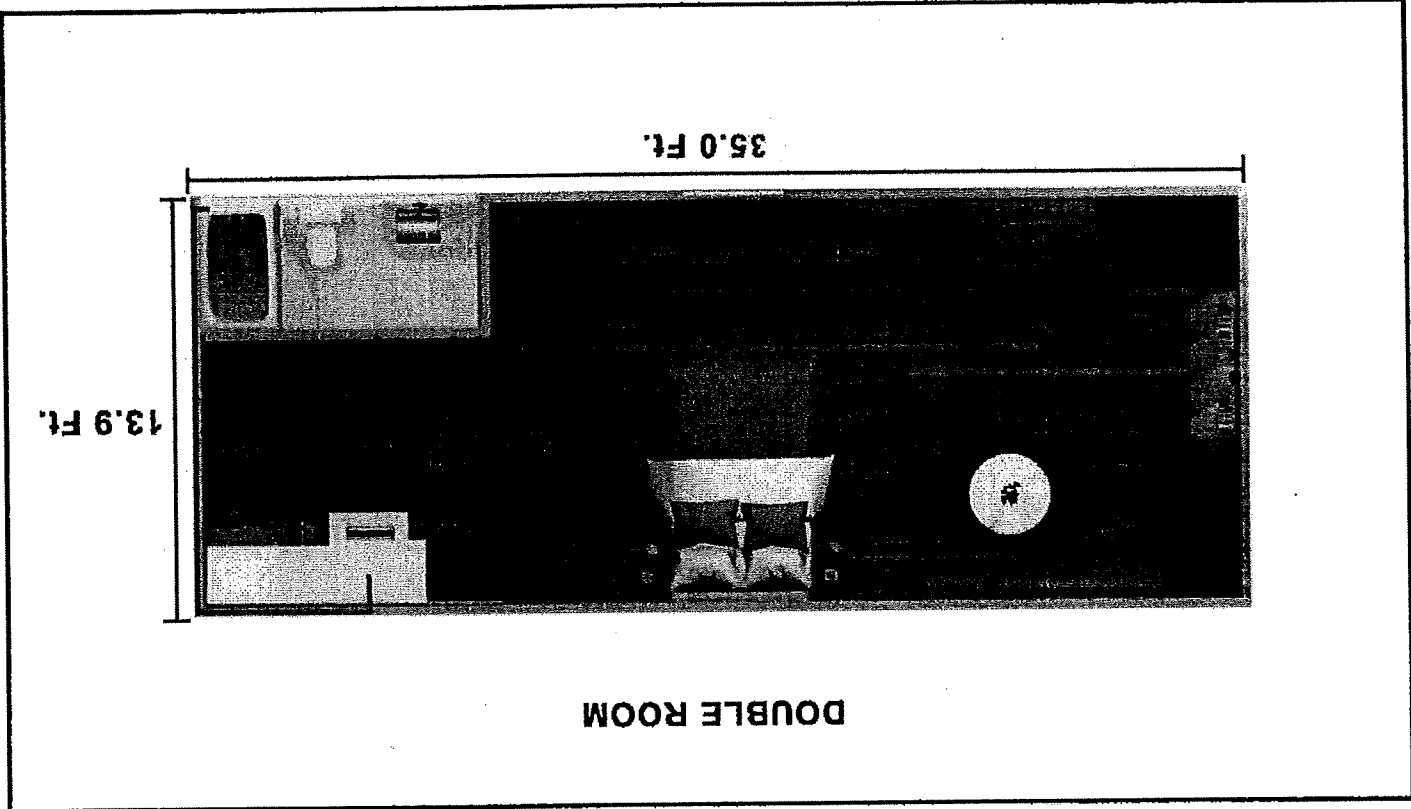
- ❖ Living Room
- ❖ Dining Area
- ❖ Full Kitchen
- ❖ Sitting Area
- ❖ Pantry
- ❖ Ample Storage
- ❖ 1 Full Bathroom

King Room – 486 sq ft



- ❖ Living Area
- ❖ Dining Area
- ❖ Full Kitchen
- ❖ Sitting Area
- ❖ Pantry
- ❖ Ample Storage
- ❖ 1 Full Bathroom





Double Room - 486 sq ft

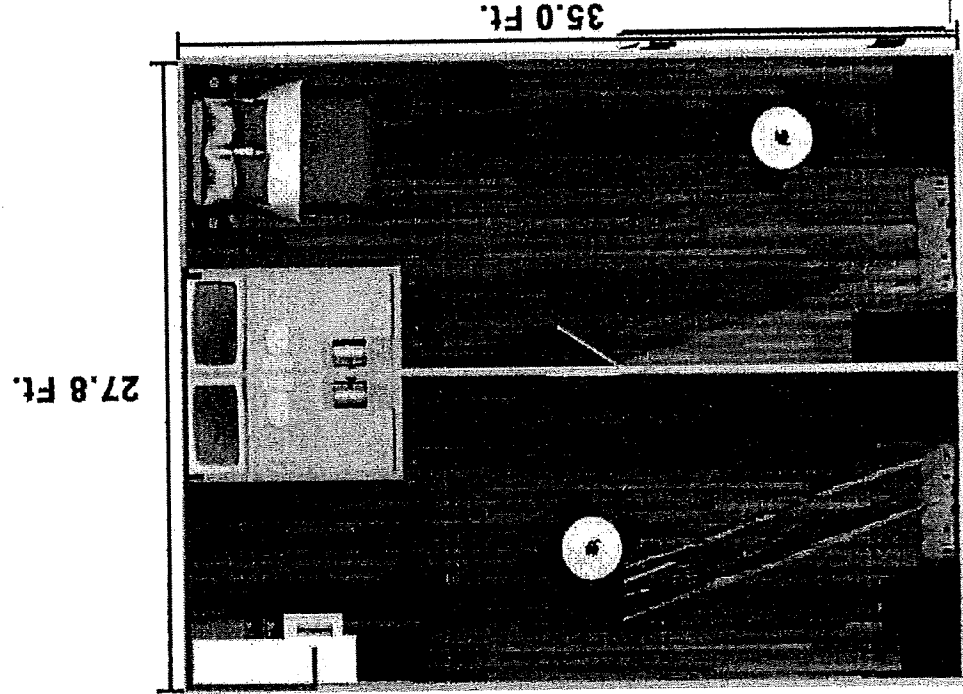
- ❖ Living Area
- ❖ Dining Area
- ❖ Full Kitchen
- ❖ Sitting Area
- ❖ Pantry
- ❖ Ample Storage
- ❖ 1 Full Bathroom



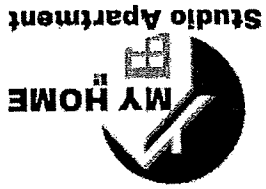


Double Wide Room - 973 sq ft

DOUBLE-WIDE ROOM



- ❖ Living Room
- ❖ Dining Area
- ❖ Full Kitchen
- ❖ Sitting Area
- ❖ Pantry
- ❖ Ample Storage
- ❖ 2 Full Bathrooms



Rent and Tenants

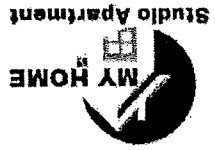
Prospected Tenants

- ❖ Single Person
- ❖ Older / Retired Couple
- ❖ Veterans
- ❖ Single Parent
- ❖ 1 to 2 person per room
- ❖ Small 1 pet per room
- allowed

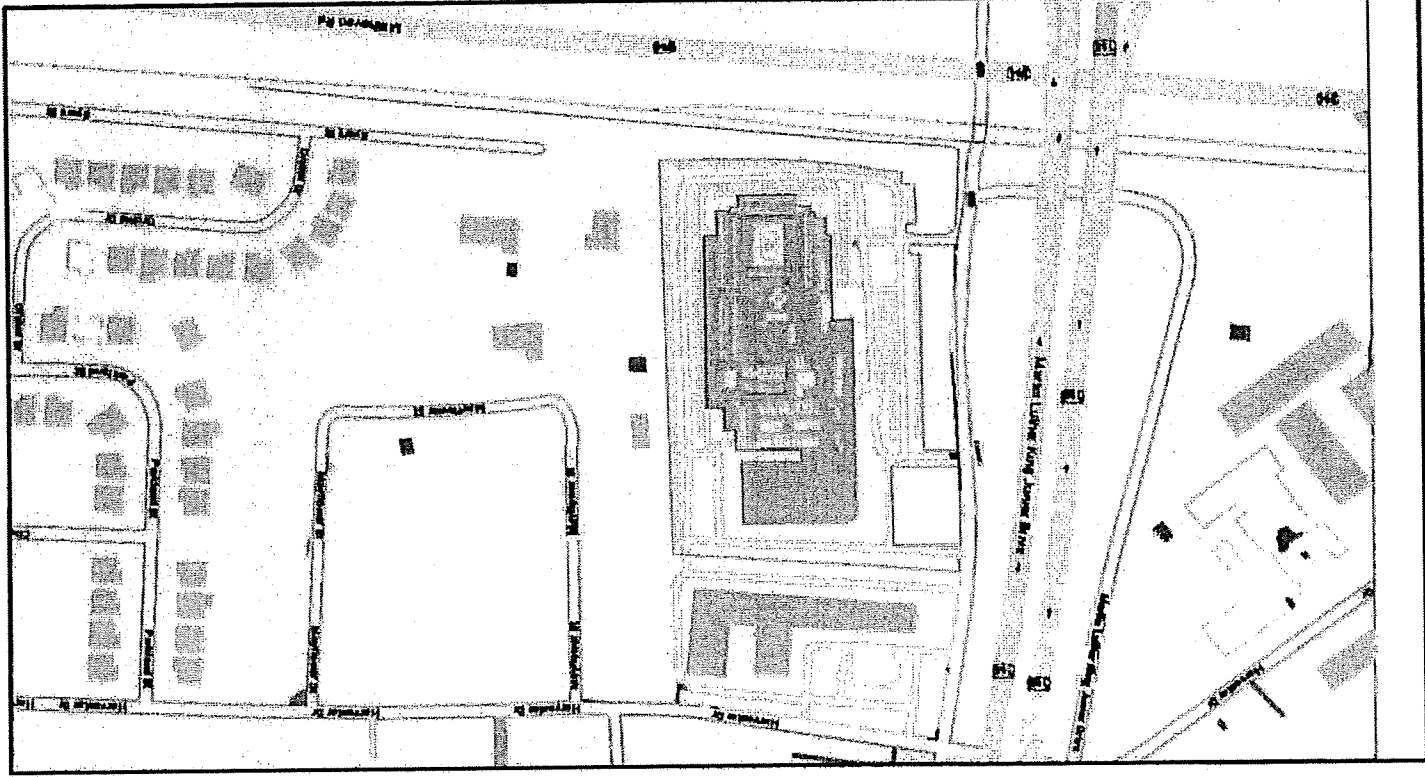
Projected Rent

- ❖ Studios: \$750 per month
- ❖ Double and 1 Bedroom: \$900
- to \$1300 per month
- ❖ Plus, all Utilities

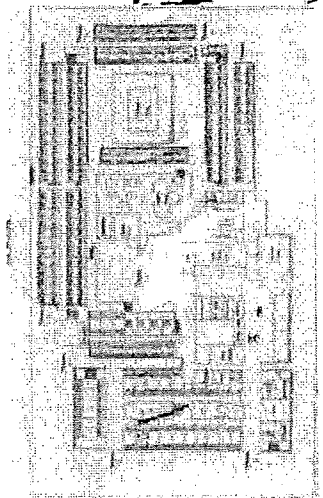
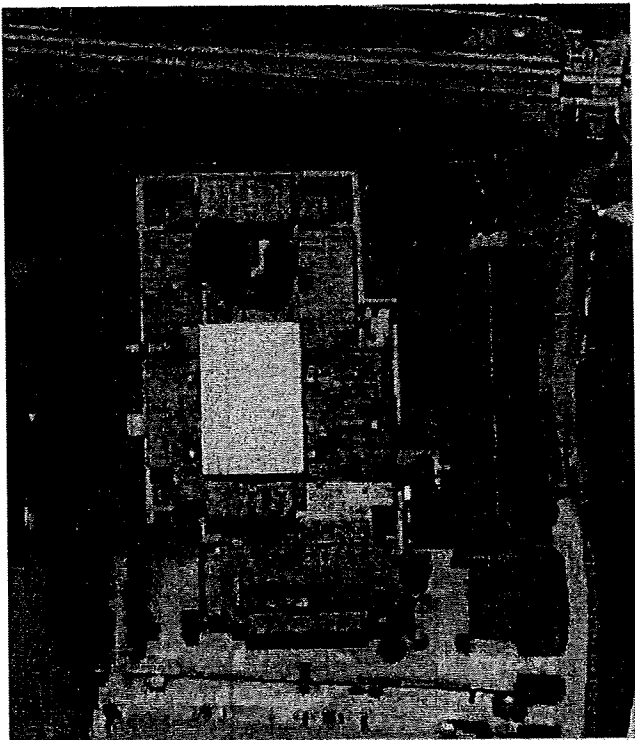
- ❖ 20% apartments will be for affordable housing
- ❖ 80% Market Rate /workforce housing



Property Location



- ❖ Main roads on 2 sides
- ❖ Single Family home community at the back
- ❖ Hotel in one side



Floor Plan





MANAGEMENT TEAM

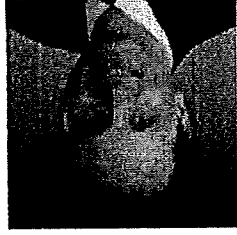
The Team is experienced in Franchise Negotiations, Financing, Re-Branding, and Marketing from start-up properties as well as turn-around investments. Our experience include large private and public REITs, Management Companies, Lenders and Servicers as well as Owner/Operators of hotel properties throughout the United States

30+ YEARS
in transaction experience

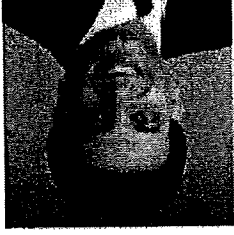
ACROSS 18 STATES
in transaction experience

\$300+ MILLION
in transaction experience

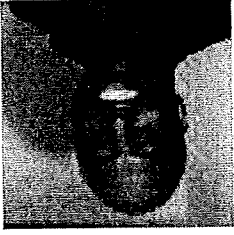
OUR TEAM



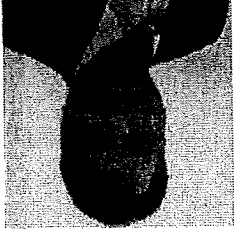
Christopher Clabby
Managing Partner
30+ Years Advisor to CEO, Business
Owner and Investor; 250 M&A
Transactions



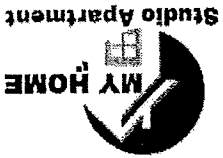
Sam Datta
CEO
30+ Years Advisor to CEO, Business
Owner and Investor; \$3B in Value
Delivered through operational
improvements



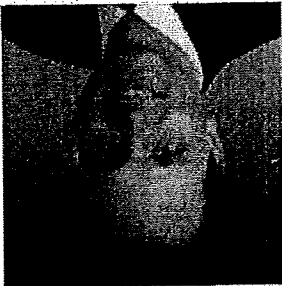
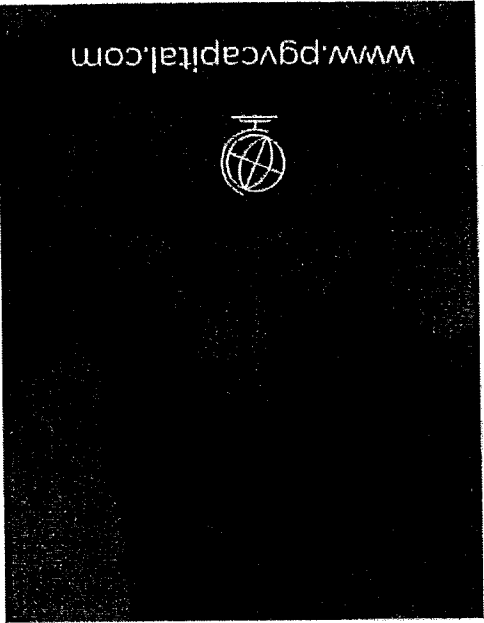
Antonio Hypolite
Director of Construction
30+ Years Commercial
Construction Expertise



Rocky Verma
Director of Operations
20+ Years Operations Experience;
Expertise in Turn Around
Situations



CONTACT INFORMATION



Christopher Clabby

400 N Ashley Drive

19th Floor

Tampa FL 33602

813.404.7303

cclabby@bizlendingpartners.com



Sam Datta

400 N Ashley Drive

19th Floor

Tampa FL 33602

678.571.3895

sdatta@pgv advisors.com

8/22/23, 12:49 PM

Google Maps

Google Maps



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPA/C/Geo, Map data ©2023 100 ft

<https://www.google.com/maps/@32.5034388,-92.0815497,465m/data=!3m1!1e3?entry=tnu>

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____ who
The following Ordinance was offered by Mr. _____ who
moved for its adoption and was seconded by Mr. _____:

**AN ORDINANCE TO AMEND THE ZONING MAP FOR THE CITY OF MONROE,
LOUISIANA AND PROVIDING FURTHER WITH RESPECT THERETO:**

WHEREAS, the City Council of the City of Monroe has held its Public Hearing

with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a ±18.554-acre tract of land, more or

less, from the C (Campus) District and B-1 (Neighborhood Mixed-Use) District to the B-

3 (General Business/Commercial) District, to construct a new Biomedical Research

Innovation Park at

Address: 2601 Tower Drive

Lot 1:
10.105 Acre Tract
Sections 53 & 73, T18N, R4E
Land District North of Red River
Ouachita Parish, LA
L&A, Inc. Project No. 21S019.00

A certain tract or parcel of land situated in Lot 3, Block A of State Farm Plaza as per plat filed in Plat Book 19, Page 174 of the records of Ouachita Parish, LA & being more particularly described as follows:

Commence at a found 5/8" rebar with aluminum cap at the NE corner Lot 3, Block A of State Farm Plaza as per plat recorded in Plat Book 19 Page 174 of the records of Ouachita Parish LA and the POINT OF BEGINNING; proceed South 08 56'00" W along the E line of said Lot 3, a distance of 1110.85 feet to set 5/8" rebar at the SE corner of said Lot 3; thence proceed N 81 04'00" W along S line of said Lot 3, a distance of 365 ft to a set 5/8" rebar; thence proceed N 81 04'00" E a distance of 708.3 ft to a set 5/8" rebar on the N line of said Lot 3 & also on S right of way line of Broadmoor Blvd (60'ROW); thence proceed S 81 04'00" E along the N line of said Lot 3 & the S right of way line of Broadmoor Blvd, a distance of 132.75 ft to a found 5/8" rebar with aluminum cap; thence proceed in a SE direction along the N line of said Lot 3, the S right of way line of Broadmoor Blvd and a curve to the left, an arc distance of 232.95 ft (Radius=1030ft, Chord=S 87 32'45" E-232.45 ft) to a found 5/8" rebar with aluminum cap; thence proceed N 85 58'30" E along the N line of said Lot 3 & the S right of way line of Broadmoor Blvd, a distance of 50.48 ft to the Point of Beginning, containing 10.105 acres, more or less, & being subject to all easements, servitudes, & right of way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggan, II, Professional Land Surveyor, dated May 5, 2021.

Lot 2:

Lots 1 & 2, Block A, State Farm Plaza, as depicted in Plat of Survey of HT Development Group LLC, filed of record in Plat Book 19, Page 174, records of Ouachita Parish Clerk of Court, LA. A tract or parcel of land situated in Section 53 and Section 73, Township 18 N, Range 4 E, Land District N of Red River, Ouachita Parish, LA, more particularly described as follows:
Commencing from a point at the SW corner of Section 73, Township 18 N, Range 4 E, thence run S 80 38' 59"E for a distance of 239 ft to a point; thence run N 08 56' 00"E for a distance of 1781.88 ft to a point on the N Right of Way of Tower Dr and the Point of Beginning and a 5/8" rebar found; thence run N 81 04'00"W along the N right of way of Tower Dr for a distance of 468.26ft to a 5/8" rebar set; thence continue along the N Right of Way of Tower Dr along a curve to the left having a radius of 620.07 for a distance of 303.7ft to the intersection of the N right of way of Tower Dr and the E Right of way of Bienville Dr for a distance of 147.77 ft; to a 5/8" rebar set; thence continue along the E right of way of Bienville Dr along a curve to the right having a radius of 667.16 for a distance of 359.06ft to a 5/8" rebar set; thence run S 08 01'00"E for a distance of 930.02 to a 5/8" rebar set; thence run S 08 56'00"W for a distance of 404.23ft back to the Point of Beginning, containing 8.449 acres, more or less and being subject to any easement, servitude's or rights of way of record or of use.

**APPLICANT: Cody Bauman/Biomedical Medical &
Innovation Park (MA 107-23)**

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending **approval**, on a 4-0-1 majority vote. The applicant wishes to construct a new Biomedical Research and Innovation Park. The B-3 (General Business/Commercial) District is the appropriate zoning district for the applicant to development the property for a proposed "Sense of Place" where startups, incubator companies and existing business can locate and develop business models to create an array of jobs, as well as student jobs and internships.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to rezone the ±18.554-acre described to the B-3 (General Business/Commercial) District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 12th day of September 2023.

NOTICE PUBLISHED on the _____ day of _____ 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 28, 2023

City Hall

Monroe, Louisiana

RE: MA 107-23

APPLICANT: Cody Bauman (Biomedical Research & Innovation Park)

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area *are* sufficient to justify the above request to rezone an 18.554-acre tract of land, more or less, from the C (Camps) District and B-1 (Neighborhood Mixed-Use) District to the B-3 (General Business/Commercial) District. This property is located at 2601 Tower Drive. The commission recommends this application be approved.

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

**City of Monroe
Planning Commission**

Case No.: MA 107-23
Name of Applicant: Biomedical Research & Innovation Park (BRIP)/Cody Bauman
Address of Property: 2601 Tower Drive
Size of Property: ±18.554-acres
Present Zoning: C (Campus) & B-1 (Neighborhood Mixed-Use) Districts
Proposed Zoning: B-3 (General Business/Commercial) District
Council District: 2
Future Land Use: Highway Commercial Mixed-Use
Consistent to the Comprehensive Plan: Yes

REQUEST: This is a request to rezone 2601 Tower Drive from C (Campus) and B-1 (Neighborhood Mixed-Use) Districts to the B-3 (General Business/Commercial) Districts.

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS):

The property is located north of Tower Drive, south of Broadmoor Boulevard, east of Lamy Lane and west of Bienville Drive.

SURROUNDING LAND USES: The surrounding land use consists of commercial businesses, financial institutions, and a newly constructed house of worship to the south.

ADVERSE INFLUENCES: This business can increase traffic in the area.

POSITIVE INFLUENCES: This business will add to jobs and property taxes within the City of Monroe.

**COMMENTS/
RECOMMENDATIONS:**

The City of Monroe would like to rezone an 18.554-acre tract of land from the C (Campus) and B-1 (Neighborhood Mixed-Use) Districts to the B-3 (General Business/Commercial) District. The purpose of the request is to allow the applicant to construct a new Biomedical Research and Innovation Park (BRIP). This project seeks to spur development and growth of a life science economy in north Louisiana. This will also help leverage investments in universities, research institutions and clinical operations into the development of a knowledge-based economy for the region. BRIP will provide new and emerging biotechnology and compatible businesses with an environment that will support their start-up phases and increase their likelihood of success. It will also help to stimulate the recruitment of larger companies seeking access and resources of the ULM College of Pharmacy, VCOM and other assets in Northeast Louisiana.

The B-3 (General Business/Commercial) District will be the most appropriate zoning classification for the proposed development for a "Sense of Place" where startups, incubator companies and existing businesses can locate and develop their business model to create an array of jobs, as well as student jobs and internships.

The **Future Land Use Classification** for this area is **Urban Mixed-Use Highway Commercial Urban Mixed-Use**. This area will typically be planned to accommodate more intensive uses near the highway with office/commercial and retail uses along the I-20 spine along the edge of the City of Monroe. This request is consistent with the comprehensive plan.

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

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

Effect of Denial

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

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

8/22/23, 12:50 PM

Google Maps

Google Maps



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2023 200 ft

<https://www.google.com/maps/@32.5306272,-92.0979787,655m/data=!3m1!1e3?entry=ttu>

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts Permitted and Conditional Uses

WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed amendments to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts and Conditional Uses; and

WHEREAS, this will allow the construction of mini warehouses to locate within the B-3 (General Business/Commercial) Districts with conditional review by Planning Commission and City Council and;

WHEREAS, the intent of this amendment of non-conforming uses by having potentially undesirable impacts within the existing neighborhood or communities at large. Any non-conforming use of land, building or structure, which was lawful prior to the revision or amendment that fails by reason of such adoption, revision or district. These amendments are to clarify the language in the Zoning Ordinance;

APPLICANT: City of Monroe (TAM 101-23)

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 4-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 37, Zoning, of the Zoning Ordinance of the City of Monroe, Louisiana be, and it is amended as follows:

AMEND:

Chapter 37 Zoning
Article III. Definitions and Rules of Interpretation
Section 37-21

Mini warehouse: A structure that rents individual compartments for the purpose of storing personal property. and complies with the supplementary use standards set forth in Section 37-92(n). Individual compartments shall not exceed three hundred fifty (350) square feet.

ADD:

**ARTICLE III. USE DISTRICTS
SECTION 37-37 COMMERCIAL USE DISTRICTS**

USES	DISTRICTS				USE STANDARDS
	B-1	B-2	B-3	B-4	
KENNEL		P	P		P
LABORATORY			P	P	P
LIBRARY	P	P	P		P
MAINTENANCE/REPAIR SERVICES		P	P		P
MANUFACTURED HOUSING SALES LOT					P
MANUFACTURING, LIGHT					
MEDICAL/DENTAL CLINIC	P	P	P		P
MICROBREWERY					C
MINI-WAREHOUSE		C	C		SEC 37-92(N)
MUSEUM	P	P	P		P
OFFICE	P	P	P		P
OFF-PREMISE ADVERTISING SIGN		Cm	Cm		Cm
PARK or PLAYGROUND	P	P	P		P

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major; (blank) = Not Permitted

**ARTICLE VI. SUPPLEMENTARY USE STANDARDS
SECTION 37-92.**

(n) Mini-warehouse

- (1) *Purpose.* Mini-warehouses shall be used be for storage purposes only and shall not be used as living quarters or residences.
- (2) *Setbacks.* No building, structure or wall shall be located closer than twenty-five (25) feet from any right-of-way.
- (3) *Exterior.*
 - a. Mini-warehouse facility layout, design, and exterior building materials and treatment for all structures including, but not limited to, fences, walls, gates, buildings, and landscaping shall be of high quality and design and be aesthetically pleasing when viewed from adjacent properties and the public right-of-way. If the mini-warehouse requires a major or minor conditional use permit to be located in a zoning district, renderings of the site, including elevations, exterior design, signage, and fencing, shall be submitted at the time the conditional approval is sought and will be subject to the approval of the Planning Commission and City Council. If the mini-warehouse is being located in a permissive zoning district, the Planning and Zoning Director shall review and approve all renderings prior to issuing the certificate of occupancy.
 - b. Buildings shall be designed and located so that compartment doors or openings and any interior driveways within mini-warehouse facilities are not visible from the adjacent public right-of-way or residential areas. This provision does not apply to doors that are within an enclosed self-storage building and that are visible only through the windows of the building.
 - c. All accessory structures shall be compatible with the principal use and adhere to all City rules and regulations governing accessory structures.
- (4) *Interior Driveways.* Interior driveways shall be at least twenty-five (25) feet wide to be used for internal circulation and temporary customer parking/loading/unloading while using individual compartments.
- (5) *Fencing.* Mini-warehouse facilities must completely be enclosed with at least a six-

foot (6') high fence constructed in accordance with Section 37-76(f).
(6) *Compliance with Other Guidelines.* In addition to the standards and requirements set forth in this section, mini-warehouse facilities shall also comply with all other generally applicable standards and design guidelines, including those for landscaping, parking, and signage.

(7) *Additional Development Requirements.* Additional development standards may be required by the Planning Commission or City Council as conditions of approval.

(8) *Prohibited Materials.* The following materials shall not be stored in mini-warehouses:

- a. Flammable or explosive material;
- b. Matter or material which creates obnoxious dust, odor, or fumes; and
- c. Toxic, hazardous, or noxious materials.

(9) *Prohibited Facilities.*

- a. No water, sanitary facilities, or electricity, with the exception of lighting fixtures, shall be provided in individual compartments.
- b. Prefabricated shipping containers shall not be used as mini-warehouse facilities.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 12th day of September 2023.
NOTICE PUBLISHED on the _____ day of _____,

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

**City of Monroe
Planning Commission**

CASE NO.: TAM 101-23
NAME OF APPLICANT: CITY OF MONROE/TOWER SELF STORAGE
ADDRESS OF PROPERTY: N/A
COUNCIL DISTRICT: 2

Request: A request to amend Chapter 37, Zoning, a Request to amend Chapter 37, Zoning, Article III, Use Districts, Section 37-37. Commercial Use Districts. Table 3.3 Commercial Districts Permitted and Conditional Uses, to add mini-warehouses, as a Conditional Use in the B-3 (General Business/Commercial) District.

Positive Influences: This will provide additional climate-controlled storage for area.

Adverse Influences:

Comments/Recommendations: This is a request to amend Chapter 37, Zoning, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts Permitted and Conditional Uses, to add mini-warehouse as a minor Conditional Use in the B-3 (General Business/Commercial) District.

Tower Self Storage has requested a text amendment to add mini-warehouses to the B-3 (General Business/Commercial) District. The owner is proposing to construct new climate-controlled buildings at 605 & 609 North 31st Street. These units will be located within the vicinity of approximately five (5) existing mini-warehouse businesses.

If this use is added to this district, staff recommends that it is added as a Major Conditional Use, as this use may not be appropriate in all B-3 (General Business/Commercial) District areas. The owner is unable to rezone the property due to acreage restrictions.

Mini-warehouses have not been allowed in the B-3 (General Business/Commercial) District, since the 2013 Comprehensive Zoning Ordinance update. However, mini-warehouses are typically found and located in the general business/commercial areas such as the B-3 district.

AMEND:

**ARTICLE II. DEFINITIONS AND RULES OF INTERPRETATION
SECTION 31-21.**

Mini-warehouse: A structure that rents individual compartments for the purpose of storing personal property and complies with the supplementary use standards set forth in Section 37-92(n). Individual compartments shall not exceed three hundred fifty (350) square feet.

ADD:

**ARTICLE III. USE DISTRICTS
SECTION 37-37 COMMERCIAL USE DISTRICTS**

USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
KENNEL		P	P		P	
LABORATORY			P	P	P	
LIBRARY	P	P	P	P	P	
MAINTENANCE/REPAIR SERVICES		P	P	P	P	
MANUFACTURED HOUSING SALES LOT					P	
MANUFACTURING, LIGHT						
MEDICAL/DENTAL CLINIC	P	P	P	P	P	
MICROBREWERY						C
MINI-WAREHOUSE		C	C	Cm	P	SEC 37-92(N)
MUSEUM	P	P	P	P	P	
OFFICE	P	P	P	P	P	
OFF-PREMISE ADVERTISING SIGN		Cm	Cm	Cm	Cm	
PARK or PLAYGROUND	P	P	P	P	P	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major; (blank) = Not Permitted

ADD:

**ARTICLE VI. SUPPLEMENTARY USE STANDARDS
SECTION 37-92.**

(n) Mini-warehouse

- (a) *Purpose.* Mini-warehouses shall be used be for storage purposes only and shall not be used as living quarters or residences.
- (b) *Setbacks.* No building, structure or wall shall be located closer than twenty-five (25) feet from any right-of-way.
- (c) *Exterior.*
 - a. Mini-warehouse facility layout, design, and exterior building materials and treatment for all structures including, but not limited to, fences, walls, gates, buildings, and landscaping shall be of high quality and design and be aesthetically pleasing when viewed from adjacent properties and the public right-of-way. If the mini-warehouse requires a major or minor conditional use permit to be located in a zoning district, renderings of the site, including elevations, exterior design, signage, and fencing, shall be submitted at the time the conditional approval is sought and will be subject to the approval of the Planning Commission and City Council. If the mini-warehouse is being located in a permissive zoning district, the Planning and Zoning Director shall review and approve all renderings prior to issuing the certificate of occupancy.
 - b. Buildings shall be designed and located so that compartment doors or openings and any interior driveways within mini-warehouse facilities are not visible from the adjacent public right-of-way or residential areas. This provision does not apply to doors that are within an enclosed self-storage building and that are visible only through the windows of the building.
 - c. All accessory structures shall be compatible with the principal use and adhere to all City rules and regulations governing accessory structures.

TAM 101-23 City of Monroe
Mini-Warehouses

- (d) *Interior Driveways.* Interior driveways shall be at least twenty-five (25) feet wide to be used for internal circulation and temporary customer parking/loading/unloading while using individual compartments.
- (e) *Fencing.* Mini-warehouse facilities must completely be enclosed with at least a six-foot (6') high fence constructed in accordance with Section 37-76(f).
- (f) *Compliance with Other Guidelines.* In addition to the standards and requirements set forth in this section, mini-warehouse facilities shall also comply with all other generally applicable standards and design guidelines, including those for landscaping, parking, and signage.
- (g) *Additional Development Requirements.* Additional development standards may be required by the Planning Commission or City Council as conditions of approval.
- (h) *Prohibited Materials.* The following materials shall not be stored in mini-warehouses:
 - a. Flammable or explosive material;
 - b. Matter or material which creates obnoxious dust, odor, or fumes; and
 - c. Toxic, hazardous, or noxious materials.
- (i) *Prohibited Facilities.*
 - a. No water, sanitary facilities, or electricity, with the exception of lighting fixtures, shall be provided in individual compartments.
 - b. Prefabricated shipping containers shall not be used as mini-warehouse facilities.

Options:

Approve the text amendment as presented.

Approve and amend the text amendment.

Deny the text amendment as present.

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE ACCEPTING THE DONATION FROM VINCENT DAVID DITTA TO THE CITY OF MONROE OF A 1.680 ACRE TRACT OF IMMOVABLE PROPERTY NEEDED FOR THE RUFFIN DRIVE-WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, VINCENT DAVID DITTA wishes to donate to the City of Monroe, and the City desires to accept the donation of, a certain 1.680 acre tract of immovable property on the terms and conditions established in the attached Act of Donation, which is incorporated herein and made part hereof; and

WHEREAS, the City of Monroe needs this property for the Ruffin Drive-Water Distribution System Improvements Project.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that the donation by Vincent David Ditta to the City of Monroe of that certain 1.680-acre tract of immovable property described in the attached Act of Donation of Immovable Property, a copy of which is attached hereto, be and the same is hereby accepted.

BE IT FURTHER ORDAINED, that Stacey Rowell, Director of Administration, be and she is hereby duly authorized to accept this donation on behalf of the City of Monroe and execute any necessary documents.

This Ordinance was introduced on the _____ day of September 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 the ____ day of _____, 2023.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

STATE OF LOUISIANA
PARISH OF OUACHITA

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this ____ day of September, 2023, before me, the undersigned Notary Public, duly commissioned and qualified in and for the parish and state aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

VINCENT DAVID DITTA (SSN: XXX-XX-8665), a married man whose wife is Patricia Lynn McIntyre Ditta, but who is separate in property pursuant to that certain Marriage Contract between Vincent David Ditta and Patricia Lynn McIntyre dated and filed April 1, 2004 in Conveyance Book 1931, page 696, DR #1400560, of the records of Ouachita Parish, Louisiana, and whose mailing address is P.O. Box 7296, Monroe, LA 71211 (herein after referred to as “**DONOR**”),

AND

CITY OF MONROE, LOUISIANA, a Louisiana political subdivision authorizing and existing under Home Rule Charter, with a mailing address of P.O. Box 123, Monroe, LA 71210, represented herein by its duly authorized representative, Stacey Rowell, Director of Administration, pursuant to authorization by Ordinance _____ of the Monroe City Council, a copy of which is annexed hereto (hereinafter referred to as “**DONEE**”).

DONOR hereby declares that he is the owner of the following described property (the “Property”): **Exhibit A**.

In consideration of the mutual benefits to be derived by this donation and transfer of Property, **DONOR** hereby irrevocably gives, grants, transfers, donates, quit claims and delivers all **DONOR**’s rights, title, and interest in and to the Property to **DONEE**.

DONEE accepts the Property in its present state and condition and agrees to conduct any necessary work and relocate the existing chain link fence to the new boundaries and locations identified in **Exhibit B**.

THUS DONE AND SIGNED by _____, before me the undersigned Notary Public and in the presence of these undersigned two competent witnesses at my office in _____, on this ____ day of _____, 2023.

SIGNATURE PAGE FOLLOWS

WITNESSES:

**VINCENT DAVID DITTA
DONOR**

NOTARY PUBLIC

WITNESSES:

**CITY OF MONROE, LOUISIANA
DONEE**

**STACEY ROWELL
DIRECTOR OF ADMINISTRATION**

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION

SEPTEMBER 5, 2023

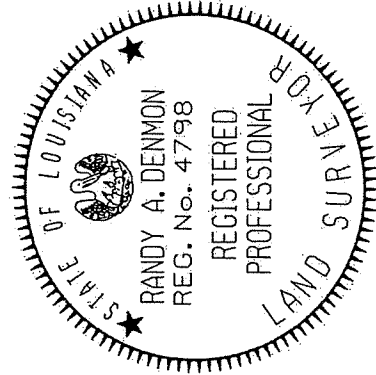
**A LEGAL DESCRIPTION
OF
A 1.680 ACRE TRACT
FOR
CITY OF MONROE
SITUATED IN
SECTION 5, T 17 N, R 4 E
OUACHITA PARISH, LOUISIANA**

Commencing from a found $\frac{3}{4}$ " iron pipe on the northerly line of Ruffin Drive right of way and being the southwestern corner of the Vincent Ditta property as described in Conveyance Book 2672, Page 385 of the records of Ouachita Parish, Louisiana; thence, observed North $86^{\circ}36'58''$ East along the northerly line of Ruffin Drive right of way, a distance of 43.08' to a found $\frac{3}{4}$ " iron pipe; thence, continuing on the said northerly right of way and being an observed curve to the right whose radius is 202.10', whose chord bears South $62^{\circ}51'02''$ East for a chord length of 216.75' and a arc length of 228.77' to a found $\frac{5}{8}$ " rebar and being the POINT OF BEGINNING; thence, leaving the said northerly right of way North $50^{\circ}42'26''$ East, a distance of 114.22' to a set $\frac{5}{8}$ " rebar; thence, North $09^{\circ}12'30''$ East, a distance of 240.82' to a set $\frac{5}{8}$ " rebar; thence, North $30^{\circ}39'18''$ West, a distance of 5.60' to a set $\frac{5}{8}$ " rebar; thence, North $72^{\circ}48'48''$ West, a distance of 396.86' to a set $\frac{5}{8}$ " rebar on the westerly line of the Vincent Ditta property; thence, North $03^{\circ}16'22''$ West along the said property line, a distance of 47.97' to a found $\frac{5}{8}$ " rebar; thence, observed South $77^{\circ}02'11''$ East, a distance of 130.05' to a found $\frac{5}{8}$ " rebar; thence, observed South $69^{\circ}07'53''$ East, a distance of 238.34' to a found $\frac{5}{8}$ " rebar (bent); thence, call South $49^{\circ}21'32''$ East, a distance of 185.36' to a point; thence, call South $23^{\circ}56'03''$ East, a distance of 89.21' to a point; thence, call South $08^{\circ}23'09''$ East, a distance of 157.48' to a point; thence, call South $88^{\circ}16'30''$ West, a distance of 112.73' to a point; thence, call South $69^{\circ}25'17''$ West, a distance of 86.26' to a point; thence, call South $55^{\circ}02'02''$ West, a distance of 68.35' to a point on the northerly line of Van Drive right of way; thence, North $32^{\circ}52'34''$ West along the said northerly right of way, a distance of 77.39' back to the POINT OF BEGINNING and containing 1.680 acres, more or less.

Bearings and distances referenced herein are based on Louisiana State Plane Grid Coordinates, North Zone 1701, NAD '83.

This description is based on the property boundary survey and plat or map made by Randy A. Denmon, Professional Land Surveyor, dated September 5, 2023.

✓ 8/31/23



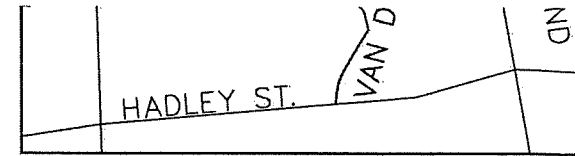
**EXHIBIT B
PLAT**

NOTE:

1. THE LOCATION OF THE EXISTING WATER MAIN IS APPROXIMATE AND WAS GRAPHICALLY PLOTTED FROM CITY OF MONROE GIS PLATFORM.

2. THE EXISTING WATER MAIN HAS BEEN IN PLACE FOR MANY YEARS. HOWEVER, AN EASEMENT GAINED BY USE WILL BE REVOKED AND THE EXISTING WATER MAIN WILL BE ABANDONED IN-PLACE.

A NEW WATERLINE WILL BE CONSTRUCTED ON THE 1.680 ACRE TRACT DONATED TO THE CITY OF MONROE.



VICINITY MAP

NOT TO SCALE

CURVE DATA

- (A) (OBSERVED) CURVE DATA
 - R=202.10'
 - L=228.77'
 - CH. L=216.75'
 - CH. BRG=S 62°51'02" E

BASIS OF BEARINGS:

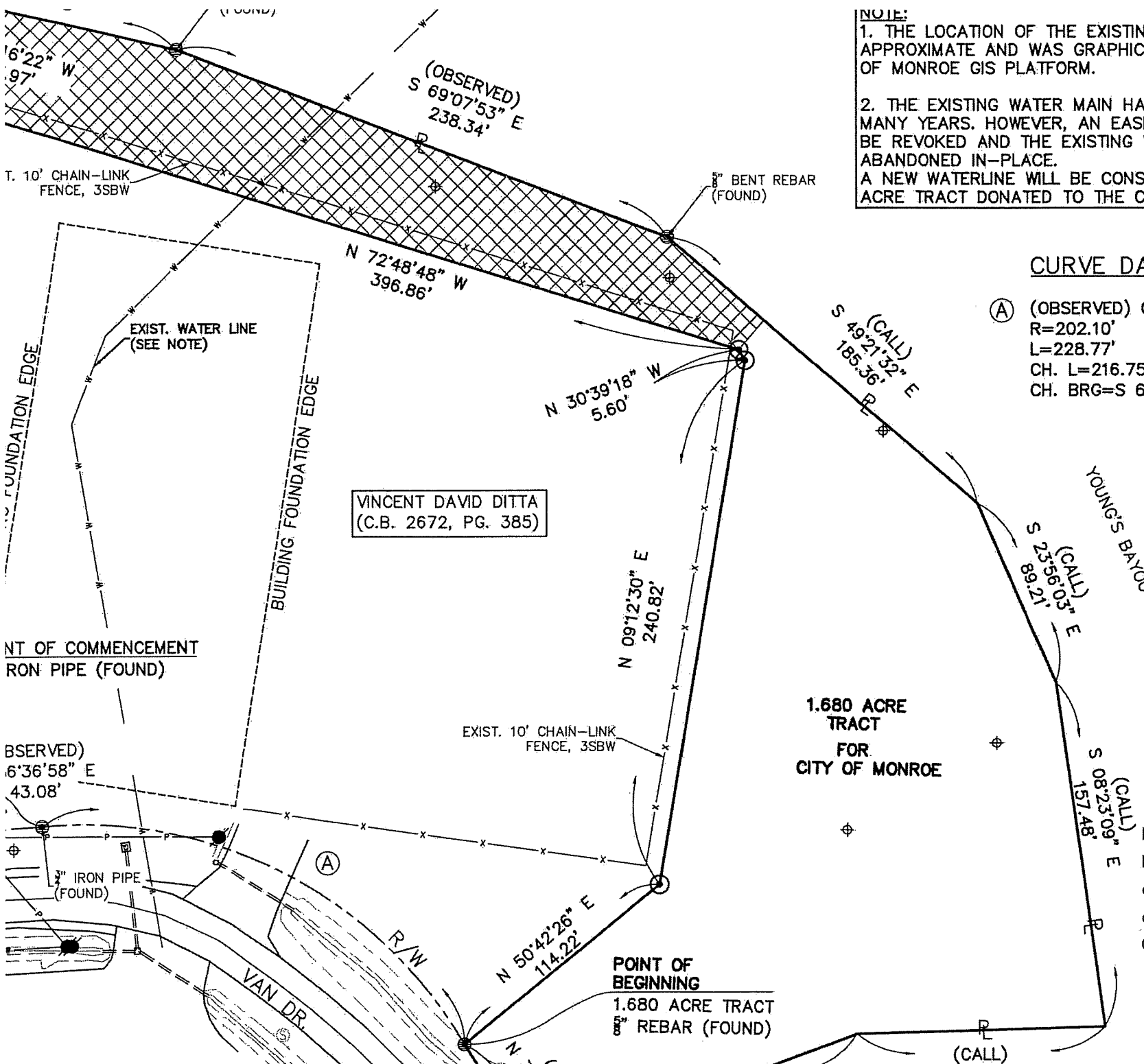
BEARINGS ARE BASED ON GPS OBSERVATION.
STATE PLANE COORDINATES (NAD 83)
LA NORTH 1701

DATE OF SURVEY:

JUNE 9 & 24, 2020
JULY 6, 7, 8 & 14, 2020

LEGEND

- ⊕ CONTROL POINT
- PROPERTY CORNER (FOUND)
- X- EXISTING FENCE
- R PROPERTY LINE
- R/W RIGHT OF WAY
- ⊙ SET 5/8" REBAR
- [Cross-hatched box] RIGHT TO ACCESS AND MAINTAIN EXISTING DRAINAGE STRUCTURES AND FACILITIES IN THIS AREA



I, RANDY A. DENMON, P.L.S., do hereby certify that the property shown by heavy lines has been surveyed by me or under my direct supervision each corner has been monumented as indicated. This survey has been in accordance with the standards for property boundary surveys stipulated in Chapter 29, LAC 46; LXI and meets the requirements for a Class "B" Survey.

RANDY A. DENMON
P.L.S. NO. 4798

8/5/23
STATE OF LOUISIANA