

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – DECEMBER 27, 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. Ezerneck
3. Ms. Woods
4. Mr. Marshall
5. Mrs. Dawson
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF DECEMBER 12, 2023:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
NONE.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:
1. Council:
Public Comment:
None.

2. Department of Administration:

(a) Consider an Application by Red Door of Ouachita, LLC dba El Camino, 605 N. 2nd St., Monroe LA 71201 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(b) Consider an Application by Monroe’s 19th Street Dining, LLC dba Monroe’s, 1301 N. 19th St., Monroe LA 71201 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(c) Consider ten (10) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

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

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

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution adopting the "2023 Ouachita Parish Multi-Jurisdictional Hazard Mitigation Plan Update" dated August 25, 2023, and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

None.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance approving a Collective Bargaining Agreement by and between the City of Monroe and the International Union of Operating Engineers, AFL-CIO, Local 407 and further providing with respect thereto. (Eng. Dept)

(b) Introduce an Ordinance authorizing the City of Monroe to acquire a certain 4.30 acre parcel of real property in the Monroe Air Industrial Park from Banks Construction Family Limited Partnership and further providing with respect thereto. (Legal)

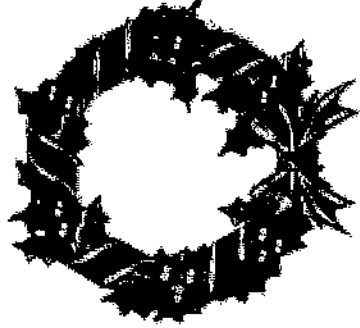
X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Robert K. Jones all rights, title, and interest that the City may have acquired to the Lot 8, Block 17, Unit 4, Booker T. Washington Addition, Ouachita Parish, 3602 Pippin St., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2010, and further with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.



NOTICE REMINDER

TO ALL DEPARTMENTS:
CITIZENS/MEDIA

*** DECEMBER 26TH ***

***CITY OF MONROE COUNCIL MEETING
RESCHEDULED***

THE
LEGAL & REGULAR CITY COUNCIL MEETING
IS RESCHEDULED FOR WEDNESDAY,
DECEMBER 27, 2023, 6:00 P.M.
CITY HALL COUNCIL CHAMBER

CITY HALL IS CLOSED CHRISTMAS DAY AND THE
DAY AFTER CHRISTMAS



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

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

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

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

There was absent: Ms. Woods

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

The Invocation was led by Mr. Curt Kelly, Director – Purchasing.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Marshall congratulated Ms. Sidney McKinley for opening the Wellness Stop located at 1911 Jackson Street and he said if anyone is in need of medical services she would be delighted to have you. He said Happy Holidays to everyone, and he prays everyone has a blessed and safe holiday season. He noted to love on your family and friends and remember the reason for the season. He said he encourages everyone to shop locally this holiday season, if possible. He noted the City have a lot of small businesses that are selling some great items. He expressed his condolences to the family of Mr. Frederick Coleman, Supervisor Henrietta Johnson Recreation Center, as well.

Mrs. Dawson said good evening to everyone, and she said to have a safe and happy holiday season.

(Mr. Harvey arrived at the City Council meeting at 6:06 p.m.)

Mayor Friday Ellis said good evening to everyone, and he expressed his condolences to the family of Mr. Ron Phillips, former airport director, in his passing. He wished everybody a Merry Christmas and he thanked everyone for all that they do in the community. He said he agrees with Councilman Marshall for everyone to shop local and he said a lot of these small business vendors have a lot on the line. He said he hates the word small business because their business aren't small to them. He said a lot of owners have everything they have to their name wrapped up in their business. On another note, he said the CPKC holiday train (Canadian Pacific, Kansas City Southern) came to the City of Monroe and what a wonderful time; his family and the community had a good time. He gave a shout out to the staff and the City employees, and he said their compassion and love for children with different needs made a family's night special. He said the City had the Louisiana Division of the Arts Brunch and Learn which was an opportunity to speak to residents, business owners, and different people within those cultural districts to understand the benefits of being within a cultural district. He noted today was the groundbreaking at Forsythe Park tennis courts and he thanked the City Council for allowing these type of projects to come forward. He further noted City Hall had a very special visit today from the Cypress Point Elementary students. He said it was a wonderful experience and they put a smile on everybody's face. He thanked Judge Angie Sturdivant for opening up City Court and he said the kids were able to see it all today. Lastly, the Mayor stated Friday, December 15, 2023, at noon there will be another announcement for the next step in the long distance passenger rail service here in the City of Monroe. He further stated before the year closes out he wished a Merry Christmas to the City Council, and he thanked them for their service.

Mrs. Ezernack wished everyone a Merry Christmas and many blessings this Christmas with family, friends, and those near a dear. She noted another reminder, the next City Council meeting, which is normally the fourth Tuesday of the month has been changed to Wednesday December 27th at 6 p.m. because the City will be closed on Monday and Tuesday.

Mr. Harvey had no announcements.

Upon motion of Mr. Harvey, seconded by Mr. Marshall the minutes of the Legal and Regular Session of November 28, 2023, were unanimously approved. (There were no public comments.)

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8639 accepting the base bid of Amethyst Construction, Inc., in the amount of \$1,383, 422. 73, for the Parkview Drive Improvements Project and authorizing a city representative to enter into and execute a contract for said work. (There were no public comments.)

Department of Administration:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Chiller Replacement at Various Locations. The engineer's estimate is \$1,100,000.00. The DBE goal is 1.01% and the source of funds is the Capital Infrastructure. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to consider an Application by KST, LLC dba Miro's Sports Bar and Grill, 201 Walnut St., Monroe LA 71201 for a New 2023 Class A Alcoholic Beverage Permit. The Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved to consider seven (7) Renewal Applications for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider six (6) Renewal Applications for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments.)

Department of Planning & Urban Development:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8640 authorizing a designated city representative to enter into and execute an agreement by and between the City of Monroe and Community Housing Development Organization (CHDO) AHAYAH Community Development Corporation Inc. for the reconstruction of 3004 Gordon Avenue and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack noted the Council received additional information about the property in question and if there are any questions there is probably someone here to answer them. She said she thinks this is a great project and she thanked the Department of Planning & Urban Development (PUD) for providing the Council with the information. She said this is a wonderful help to people that will be able to enjoy a nice safe home in the future.

Mr. Marshall stated he passed by the property today and he thanked PUD for considering this property.

Mayor's Office:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8641 approving and authorizing a Cooperative Endeavor Agreement with Northeast Louisiana Arts Council, Inc. and further providing with respect thereto.

Mr. Berry Stevens, Monroe, LA, said he is the President of the Northeast Louisiana Arts Council, and he thanked the City Council and the Mayor for their continuing support of the Arts Council. He said these dollars provide many organizations in Monroe with the support that they need to do their work in the arts. He said it was mentioned earlier about shopping locally and he said buy art, tickets, and attend events because those organizations really appreciate it.

Mr. Harvey stated he was asked by a young teen about how they could be plugged into the local art community.

Mr. Stevens said of course there are opportunities in some schools, but he said to have them contact the office and they can help direct them in different ways.

Mr. Harvey wanted to know what is the best way to contact the Northeast Arts Council by phone or email.

Mr. Stevens said it can be by phone or email and their contact information is on the website.

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8642 approving and authorizing a Cooperative Endeavor Agreement with Red White and Blue Airshow Inc. and further providing with respect thereto.

Ms. Hollie Boudreaux, Director of the Red, White, and Blue Airshow, 114 Quail Creek Drive, thanked the City and the many City departments for the continuing support as well as the City Council. She said their first year in 2022 they made a 1.7 million dollars in economic impact and in 2023 they were right under 2 million dollars economic impact. She said tickets went on sale December 1st and they are already seeing more than 30% of those tickets are out of area purchases. She said it will be three full days of an amazing airshow and they appreciate the City's support.

Mayor Ellis thanked Ms. Boudreaux for bringing this back to the City of Monroe and he said bringing it back has caused a lot of excitement. He stated they do a wonderful job putting on the airshow and he understands it is a huge undertaking.

Mrs. Ezernack said the City certainly appreciates it and it puts the City on the map during that particular period of time. She said it brings more people to our community each year.

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8643 appointing Randall Pittman to the Monroe Fire and Police Civil Service Board and further providing with respect thereto. (There were no public comments.)

Engineering Services:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8644 authorizing a designated city representative to execute Change Order No. One (1) for State Project No. H.014348 Lee Avenue: Jackson Street – Standifer Avenue for an decrease in the contract amount of \$18,558.13 and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack stated this is for a decrease in the contract amount, which is always nice.

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8645 authorizing a designated city representative to execute Change Order No. One (1) for the WPCC – Flow Equalization Basin Dredging Project for an increase in the contract amount of \$86,914.00 and to add 10 calendar days to the contract time and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of the property described below and sell to Robert K. Jones all rights, title, and interest that the City may have acquired to the Lot 8, Block 17, Unit 4, Booker T. Washington Addition, Ouachita Parish, 3602 Pippin St., District 3, Monroe, La, by Adjudication at Tax Sale dated July 1, 2010, and further with respect thereto. (There were no public comments.)

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.

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8646 endorsing Layton Properties, LLC's Application for participation in the benefits of the Louisiana Restoration Tax Abatement Program for Project #20230350-RTA and further providing with respect thereto. (There were no public comments.)

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

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8647 endorsing Georgia Tucker, LLC's Renewal Application for participation in the benefits

of the Louisiana Restoration Tax Abatement Program for Project #20170018-RTA and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1.) Mr. Darian Belton, 1500 North 19th Street, invited everyone to the Ester Gallow Community Garden Winter Breakdown, Thursday December 14, 2023, 1404 Sherrouse Street from 4:00 p.m. until 5:30 p.m. He noted there is not much growing in the winter but there is much to plan for and much to do in preparation for spring. He further noted they want to get the information out on how to plan for your spring garden and get some beds prepared for the spring. He said they will even have free seeds for your spring garden in exchange for your volunteerism. He said it is his intention to have a community garden in each district and if everyone does a little no one has to do a lot. He said there are so many benefits of community gardening. He said this past Thanksgiving they picked greens from the garden to pass out to members of the community and they were happy to have fresh organic greens. He said let's get growing and involved because they are changing the world one garden at a time.

Mrs. Ezernack thanked Mr. Belton for what he does and his enthusiasm for it as well.

(2.) Ms. Johnnie Thomas, 414 South 8th, thanked Mayor Ellis and Mr. Morgan McCallister, City Engineer, for cleaning up the corner of South 8th and Orange Street. She said she is so happy and as well as other people in the neighborhood. She said the Christmas tree ceremony was awesome and beautiful. She said the City is proud of the Public Works Department and they have that corner looking like it should be but on the other hand the work on Millhaven Road that pavement has already sunk in and it's really bad.

Mayor Ellis stated that is a Louisiana Department of Transportation and Development (DOTD) job, but the City will keep pushing on them. He said his wife travels that way to work every day and she reminds him every other day about that road.

There being no further business to come before the council, the meeting was adjourned at 6:29 p.m., upon motion of Mr. Marshall and it was seconded by Mr. Harvey.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

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



CITY OF MONROE

TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol (For December 27, 2023 Meeting)

Date: December 18, 2023

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVENIENT STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER - OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

Class A (New) (2)

1. El Camino
605 N 2nd Street
Monroe, LA 71201

Owner: Red Door of Ouachita, LLC

OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED

Class A (New)

2. **Monroe's**
1301 n 19th street
Monroe, LA 71201

Owner: Monroe's 19th Street Dining, LLC

OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED



CITY OF MONROE

TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Tax & Revenue

Re: Alcohol Renewal (For December 27, 2023, Meeting)

Date: December 15, 2023

Class A (10)

1. Sippers Sports Bar -100 Sterlington Rd., Owner- Willie Goodin
2. Kravins Restaurant -705 Winnsboro Rd., Owner- Angelique Conner
3. Catahoula's -5321 Desiard St., Owner- Catahoula's of Monroe LLC
4. City of Monroe -401 Lea Joyner Memorial Expressway, Owner- City of Monroe
5. Red Lobster #0543 -4601 Pecanland Mall Dr., Owner- Red Lobster Restaurants LLC
6. El Camino -605 N 2nd St., Owner- Red Door of Ouachita LLC
7. DOWNTOWN BILLIARDS -524 Desiard St., Owner- Hailey Ray
8. Tailgators -519 Desiard St., Owner- Tailgators LLC
9. Fontenot's Cajun Way -436 Desiard St., Owner- Chuck Fontenot
10. Sidelines Sports Lounge -227 Desiard St., Owner- Sidelines Sports Lounge LLC

Class B (1)

1. LLL Stop N Shop 2 -820 Martin Luther King Dr., Owner- Luisa Macabanti

Class G (1)

1. S & O Wine -2400 Newcombe Street Ste A, Owner- Southern Beverage Company

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 ADOPTING THE "2023 OUACHITA PARISH MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE" DATED AUGUST 25, 2023, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe, Louisiana recognizes the threat that natural hazards pose to people and property within the City;

WHEREAS, the Ouachita Parish Office of Homeland Security and Emergency Preparedness has prepared a multi-hazard mitigation plan, known as the "2023 Ouachita Parish Multi-Jurisdictional Hazard Mitigation Plan Update" (dated August 25, 2023), in accordance with the Disaster Mitigation Act of 2000;

WHEREAS, the "2023 Ouachita Parish Multi-Jurisdictional Hazard Mitigation Plan Update" (dated August 25, 2023) identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Monroe from the impacts of future hazards and disasters; and,

WHEREAS, adoption of the plan by the City of Monroe demonstrates its commitment to hazard mitigation and achieving the goals outlined in the "2023 Ouachita Parish Multi-Jurisdictional Hazard Mitigation Plan Update" (dated August 25, 2023);

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the "2023 Ouachita Parish Multi-Jurisdictional Hazard Mitigation Plan Update" (dated August 25, 2023) be, and is hereby, adopted.

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 December 2023.

CHAIRPERSON

CITY CLERK

2023 OUACHITA PARISH MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

UNINCORPORATED OUACHITA
PARISH, MONROE, RICHWOOD,
STERLINGTON, WEST MONROE



OUACHITA PARISH MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN UPDATE

Prepared for:

Ouachita Parish



Prepared by:

Stephenson Disaster Management Institute

Mr. Brant Mitchell, CEM
Mrs. Lauren Morgan, MEPP
Mr. Chris Rippetoe, CFM
Dr. Joseph B. Harris, PhD
Mr. Jason Martin

Louisiana State University – Louisiana Emerging Technology Center
Baton Rouge, LA 70803



1. Introduction

Hazard Mitigation is defined as sustained actions taken to reduce or eliminate long-term risk from hazards and their effects. Hazard Mitigation Planning is the process through which natural hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies that would lessen the impacts are determined, prioritized, and implemented.

In that regard, this plan (a) documents the Ouachita Parish Hazard Mitigation Plan Update (HMPU) process; (b) identifies natural hazards and risks within the parish; and (c) identifies the parish's hazard mitigation strategy to make Ouachita Parish and its jurisdictions less vulnerable and more disaster resilient. It also includes mitigation project scoping to further identify scopes of work, funding sources, and implementation timing requirements of proposed selected mitigation projects. Information in the plan will be used to help guide and coordinate mitigation and local policy decisions affecting future land use.

The Ouachita Parish Hazard Mitigation Plan is a multi-jurisdictional plan that includes the following jurisdictions which participated in the planning process:

- Unincorporated Ouachita Parish
- City of Monroe
- Town of Richwood
- Town of Sterlington
- City of West Monroe

The Federal Emergency Management Agency (FEMA), now under the Department of Homeland Security, has made reducing losses from natural disasters one of its primary goals. The Hazard Mitigation Plan (HMP) and subsequent implementation of recommended projects, measures, and policies is the primary means to achieving these goals. Mitigation planning and project implementation has become even more significant in a post-Katrina/Rita, Gustav/Ike, and Laura/Delta environment in south Louisiana.

This Hazard Mitigation Plan is a comprehensive plan for disaster resiliency in Ouachita Parish. The parish is subject to natural hazards that threaten life and health and have caused extensive property damage. To better understand these hazards and their impacts on people and property, and to identify ways to reduce those impacts, the parish's Office of Homeland Security and Emergency Preparedness undertook this Natural Hazards Mitigation Plan. "Hazard mitigation" does not mean that all hazards are stopped or prevented. It does not suggest complete elimination of the damage or disruption caused by such incidents. Natural forces are powerful and most natural hazards are well beyond our ability to control. Mitigation does not mean quick fixes. It is a long-term approach to reduce hazard vulnerability. As defined by FEMA, "hazard mitigation" means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event.

Every community faces different hazards, and every community has different resources and interests to bring to bear on its problems. Because there are many ways to deal with natural hazards and many agencies that can help, there is no one solution for managing or mitigating their effects. Planning is one of the best ways to correct these shortcomings and produce a program of activities that will best mitigate the impact of local hazards and meet other local needs. A well-prepared plan will ensure that all possible activities are reviewed and implemented so that the problem is addressed by the most appropriate and

efficient solutions. It can also ensure that activities are coordinated with each other and with other goals and programs, preventing conflicts and reducing the costs of implementing each individual activity.

Under the Disaster Mitigation Act of 2000 (42 USC 5165), a mitigation plan is a requirement for Federal mitigation funds. Therefore, a mitigation plan will both guide the best use of mitigation funding and meet the prerequisite for obtaining such funds from FEMA. FEMA also recognizes plans through its Community Rating System (CRS), a program that reduces flood insurance premiums in participating communities. This program is further described in Section Three: Capability Assessment.

This plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by natural hazards. It fulfills the Federal mitigation planning requirements, qualifies for CRS credit, and provides Ouachita Parish and its communities with a blueprint for reducing the impacts of these natural hazards on people and property.

Geography, Population and Economy

Geography

Ouachita Parish is located in north-eastern Louisiana and is approximately 35 miles south of the border of Arkansas from the parish's center city, Monroe. (Figure 1-1). Ouachita is currently the 8th most populated parish in Louisiana while being in the bottom 40% in terms of land area (610 square miles). The total area of the parish is approximately 404,480 acres, of which 13,440 acres is water. Union and Morehouse Parishes border it to the north, Richland Parish to the east, Caldwell Parish to the south, and Lincoln and Jackson Parishes to the west.

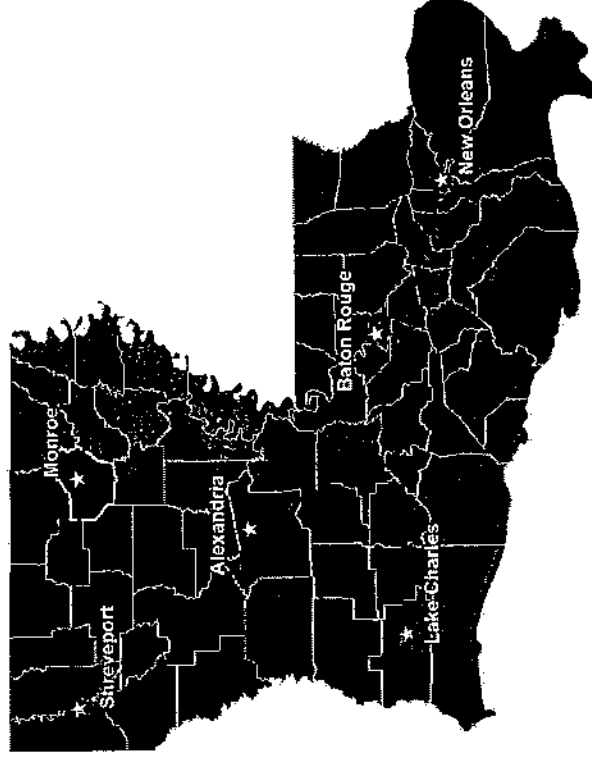


Figure 1-1: Location of Ouachita Parish in the State of Louisiana

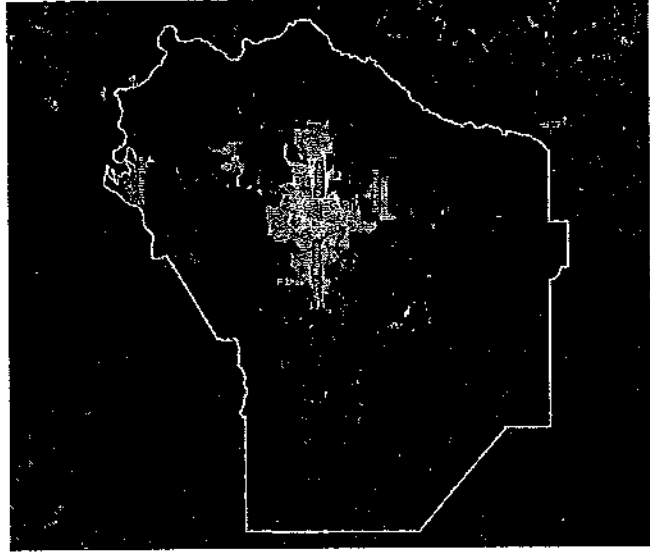


Figure 1-2: Incorporated Jurisdictions within Ouachita Parish

Ouachita Parish weather is typically warm and humid. Variations in daily temperature are determined by distance from the Gulf of Mexico and, to a much lesser degree, by differences in elevation. The average annual temperature for the state as a whole is 68°F. January is typically the coldest month for Louisiana, averaging approximately 54°F, while July is typically the warmest at an average of 83°F. Winter months are usually mild with cold spells of short duration. For Ouachita Parish in particular, the summer months are usually quite warm, with an average daily maximum temperature in July and August of 93°F. Winters are typically mild. Snowfall averages at one inch per year. Average annual rainfall for the area is 55 inches. Ouachita Parish is susceptible to the normal weather dangers, such as thunderstorms and flooding, but due to its location within the state and its proximity to the Gulf of Mexico, the parish is highly susceptible to tropical cyclones. Even though Ouachita Parish is a little over 200 miles from the Gulf of Mexico, the states proximity to the gulf still makes Ouachita parish susceptible to tropical cyclones. Hurricane season lasts from June 1st to November 30th, with most hurricanes forming in August, September, and October.

Ouachita Parish is located in Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) Region 8 (Figure 1-3).

As noted above, Ouachita Parish is located in the north-central region of Louisiana.

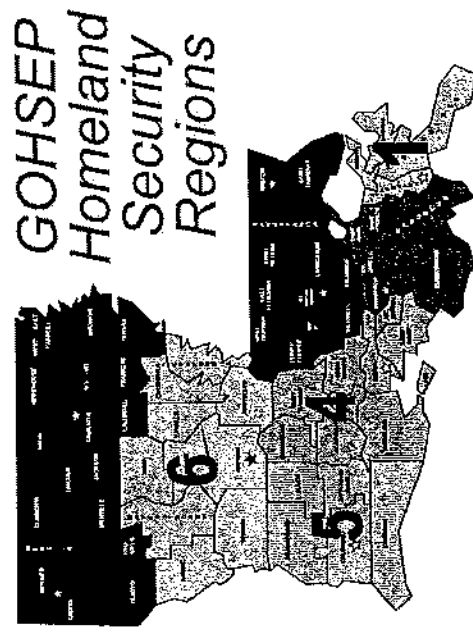


Figure 1-3: Louisiana Homeland Security Regions

Table 1-2: Ouachita Parish Business Patterns
(Source: US Census, CBP)

Business Description	Number of Establishments	Number of Employees	Annual Payroll (\$1,000)
Retail Trade	645	8,863	234,093
Manufacturing	96	4,427	267,120
Health Care and Social Assistance	673	13,337	541,253
Transportation and Warehousing	121	1,542	66,867
Construction	342	3,475	156,993
Administration/Support and Waste Management/Remediation Services	217	4,084	135,914
Real Estate and Rental and Leasing	229	1,162	50,708
Wholesale Trade	176	2,481	121,670
Other Services (except Public Administration)	378	3,083	90,320
Accommodation and Food Services	310	6,634	88,498
Financial and Insurance	304	3,324	190,094
Professional, Scientific, and Technical Services	439	2,691	139,776
Agriculture, Forestry, Fishing and Hunting	10	20	481
Mining, quarrying, and oil and gas extraction	17	188	9,769
Utilities	23	440	39,981
Arts, entertainment, and recreation	56	843	6,590
Educational services	36	552	12,898
Information	90	2,264	182,799
Management of companies and enterprises	19	610	44,510
Industries not classified	5	2	89

Hazard Mitigation

To fully understand hazard mitigation efforts in Ouachita Parish and throughout Louisiana, it is first crucial to understand how hazard mitigation relates to the broader concept of emergency management. In the early 1980s, the newly-created Federal Emergency Management Agency (FEMA) was charged with developing a structure for how the federal, state, and local governments would respond to disasters. FEMA developed the *four phases of emergency management*, an approach which can be applied to all disasters. The four phases are as follows:

- Hazard Mitigation**—described by FEMA and the Disaster Mitigation Act of 2000 (DMA 2000) as “any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event.” The goal of mitigation is to save lives and reduce property damage. Besides significantly aiding in the obviously desirous goal of saving human lives, mitigation can reduce the enormous cost of disasters to property owners and all levels of government. In addition, mitigation can protect critical community facilities and minimize community disruption, helping communities return to usual daily living in the aftermath of disaster. Examples of mitigation involve a range of activities and actions including the following: land-use planning, adoption and enforcement of building codes, and construction projects (e.g., flood proofing homes through elevation, or acquisition or relocation away from floodplains).

- **Emergency Preparedness**—includes plans and preparations made to save lives and property and to facilitate response operations in advance of a disaster event.
- **Disaster Response**—includes actions taken to provide emergency assistance, save lives, minimize property damage, and speed recovery immediately following a disaster.
- **Disaster Recovery**—includes actions taken to return to a normal or improved operating condition following a disaster.

Figure 1-4 illustrates the basic relationship between these phases of emergency management. While hazard mitigation may occur both before and after a disaster event, it is significantly more effective when implemented before an event occurs. This is one of the key elements of this plan and its overall strategy: reduce risk before disaster strikes in order to minimize the need for post-disaster response and recovery.

As Figure 1-4 demonstrates, mitigation relies on updating in the wake of disaster. This can give the appearance that mitigation is only reactive rather than proactive. In reality, post-disaster revision is a vital component of improving mitigation. Each hazardous event affords an opportunity to reduce the consequences of future occurrences.

Unfortunately, this cycle can be painful for a community. For instance, the risks of disasters that could create catastrophic incidents in Louisiana were thought to be relatively well-understood prior to 2005. However, the impact of the 2005 hurricane season on the Gulf Coast region of the United States prompted a new level of planning and engagement related to disaster response, recovery, and hazard mitigation. Hurricanes Katrina and Rita hit three weeks apart and together caused astonishing damage to human life and to property. The two storms highlighted a hurricane season that spawned 28 storms—unparalleled in American history. The 2005 hurricane season confirmed Louisiana's extreme exposure to natural disasters and both the positive effects and the concerns resulting from engineered flood-protection solutions. More recently, the historically impactful 2020 hurricane season reinforced the need for proper planning and mitigation strategies.

The catastrophic tropical events of 2005 and 2020, coupled with the unprecedented flooding events of 2016 have had profound impacts on emergency management and hazard mitigation throughout Louisiana. As detailed later in this document, significant funding has been made available to the State of Louisiana and its parishes for the purpose of hazard mitigation planning. The storms also raised awareness of the importance of hazard mitigation among decision-makers and the general population, which has been particularly important since natural hazards will likely be increasing in frequency, magnitude, and impact in the coming years due to climate change.



Figure 1-4: The Four Phases of Emergency Management and their Relation to Future Hazard Mitigation (Source: Louisiana State Hazard Mitigation Plan 2014)

General Strategy

During the last update to the Louisiana State Hazard Mitigation Plan, the State Hazard Mitigation Team (SHMT) began a long-term effort to better integrate key components of all plans with hazard mitigation implications in Louisiana to ensure that the programs, policies, recommendations, and implementation strategies are internally consistent. As each of these documents has been adopted by various agencies within the state, the SHMT has worked to incorporate this information into the decision process.

Part of the ongoing integration process is that the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) encourages the parishes and the local communities with independent hazard mitigation plans to utilize the same plan format and methodologies as the State Hazard Mitigation Plan in order to create continuity of information from local to state mitigation plans and programs.

The 2023 Ouachita Parish Hazard Mitigation Plan (HMP) maintains much of the information from the 2017 plan version, but it now incorporates the order and methodologies of the 2019 Louisiana State Hazard Mitigation Plan.

The sections in the 2017 Ouachita Parish HMP were as follows:

- Section One Introduction
- Section Two Hazard Identification and Parish-Wide Risk Assessment
- Section Three Capability Assessment
- Section Four Mitigation Strategy
- Appendix A Planning Process
- Appendix B Plan Maintenance
- Appendix C Essential Facilities
- Appendix D Plan Adoption
- Appendix E State Required Worksheets

This plan update also coheres with the Plain Writing Act of 2010, which requires federal agencies to use clear communication that is accessible, consistent, understandable, and useful to the public. While the State of Louisiana and its political subdivisions are not required to meet such standards, the Act aligns with best practices in hazard mitigation. Since successful hazard mitigation relies on full implementation and cooperation at all levels of government and community, a successful hazard mitigation plan must also be easily used at all of these levels. Nevertheless, the Ouachita Parish Hazard Mitigation Planning Committee recognized the benefits from the successful analysis and mitigation planning executed in previous plan updates, as well as improvements to be made in the 2023 update. This plan update remains coherent with those documents, retaining language and content when needed, deleting it when appropriate, and augmenting it when constructive.

2023 Plan Update

This 2023 plan update proceeds with the previous goals of the Ouachita Parish Hazard Mitigation Plan. The current goals are as follows:

1. Protect health and safety
2. Protect existing properties
3. Improve the quality of life in Ouachita Parish
4. Ensure that public funds are used in the most efficient manner

This plan update makes a number of textual changes throughout, but the most obvious changes are data related and structural edits. First, the National Oceanic and Atmospheric Administration’s (NOAA) National Centers for Environmental Information’s (NCEI) Storm Events Database was used in the analysis, which provides historical hazard data from 1950 to 2023. The planning committee was also instrumental in providing detailed data where appropriate to more accurately reflect hazard impacts on the parish and jurisdictions. Furthermore, all of the sections were updated to reflect the most current information and the most current vision of the plan update. The most significant changes are the newly developed hazard profiles and risk assessments, as well as the removal of much repetition between sections from the previous plan updates.

The 2023 plan update is organized in the same format as the 2017 update, with one minor change to this 2023 update as outlined below:

- Section One Introduction
- Section Two Hazard Identification and Parish-Wide Risk Assessment
- Section Three Capability Assessment
- Section Four Mitigation Strategies
- Appendix A Planning Process
- Appendix B Plan Maintenance
- Appendix C Critical Facilities
- Appendix D Plan Adoption
- Appendix E State Required Worksheets

Table 1-3: 2023 Plan Update Crosswalk

Plan Update Crosswalk	
2017 Update	2023 Update
Section 1: Introduction	Section 1: Introduction
Section 2: Hazard Identification and Parish-Wide Risk Assessment	Section 2: Hazard Identification and Parish-Wide Risk Assessment
Section 3: Capability Assessment	Section 3: Capability Assessment
Section 4: Mitigation Strategy	Section 4: Mitigation Strategy
Appendix A: Planning Process	Appendix A: Planning Process
Appendix B: Plan Maintenance	Appendix B: Plan Maintenance
Appendix C: Essential Facilities	Appendix C: Critical Facilities
Appendix D: Plan Adoptions	Appendix D: Plan Adoptions
Appendix E: State Required Worksheets	Appendix E: State Required Worksheets

Despite numerous changes in this plan update, the plan remains consistent in its emphasis on the types of hazards that pose the most risk to loss of life, injury, and property in Ouachita Parish and its communities. The extent of this risk is dictated primarily by its geographic location. Most significantly, Ouachita Parish remains at high risk of water inundation from various sources, including flooding and tropical cyclone activity. The entire parish is also at high risk of damages from high winds and wind-borne debris. The 2016 flooding events, along with the 2020 hurricane season were both felt heavily in all parts of Ouachita Parish. Other hazards threaten the parish and/or its communities, although not to such great degrees and not in such widespread ways. In all cases, the relative social vulnerability of areas threatened and affected plays a significant role in how governmental agencies and their partners (local, parish, state and federal) prepare for and respond to disasters.

Mitigation efforts related to particular hazards are highly individualized by jurisdiction. Flexibility in response and planning is essential. The most important step forward to improve hazard management capability is to improve coordination and information sharing between the various levels of government regarding hazards.

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL 407 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the collective bargaining agreement between the City and the International Union of Operating Engineers, Local 407 expires on December 31, 2023, and the parties have been negotiating a new agreement; and

WHEREAS, the parties have agreed to the terms of a new, two-year collective bargaining agreement, which is attached hereto and posted on the City's website.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the attached collective bargaining agreement, effective January 1, 2024, through December 31, 2025, by and between the City of Monroe and the International Union of Operating Engineers, Local 407 is hereby ratified and adopted.

This Ordinance was introduced on the _____ day of December, 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 January, 2023.

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

**WORKING AGREEMENT BETWEEN
THE CITY OF MONROE**

AND

**LOCAL 407, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

2024 – 2025

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**WORKING AGREEMENT BETWEEN THE
CITY OF MONROE AND LOCAL 407,
INTERNATIONAL UNION OF OPERATING ENGINEERS,
AFL-CIO**

This Agreement is made between the CITY OF MONROE, herein represented by Friday Ellis, Mayor, hereinafter referred to as EMPLOYER, and Local 407, International Union of Operating Engineers, AFL-CIO, hereinafter referred to as UNION, representing employees of Employer's Water Treatment Plant, to-wit:

PREAMBLE

This Agreement is entered into by and between the Employer and the Union for the purpose of promoting the general efficiency of the public utilities of the City of Monroe, and to promote the morale, well-being and security of the employees of the Employer to the end that this agreement may achieve and maintain harmonious relations between the Employer and the Union and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standard of wages, hours and other conditions of employment. The Union recognizes that it has an obligation and responsibility to promote the interest of the citizens of Monroe at all times.

**ARTICLE I
RECOGNITION-BARGAINING**

Section 1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the classification of Operator A, Up-Grade Operator, Operator B, Operator Trainee, Electrician A, Electrician B, Maintenance A, Maintenance B, Utility A, Utility B, Lab Technician, Relief Lab Technician, Compliance Specialist, Electronics Technician, and Building Maintenance employed in the Water Treatment Plant of the City of Monroe, Louisiana, for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment.

Section 2 Employer agrees to meet with Union for the discussion of either individual or general problems of mutual interest in the employer-employee relationship within fifteen (15) working days of written notice at a place of mutual convenience. Both parties hereto will at all times endeavor in such meetings to dispose by mutual accord of any questions or differences which may arise concerning this Agreement or concerning working conditions applicable to employees covered by this Agreement.

Section 3 Employer shall grant a leave of absence, not to exceed fifteen (15) days on any calendar year, to not more than two (2) employees at one time (and at such times as such employee can be spared from his work in the judgment of Management) to serve as delegate to any official meeting within the general organizational structure of the AFL-CIO and IUOE; provided that not more than two such leaves of absence shall be granted in any one calendar year. Such leave of absence shall be with pay; and shall not affect the employee's status with respect to seniority or any other benefits provided in this Agreement.

ARTICLE II **MANAGEMENT RIGHTS**

All managerial rights are reserved to the Employer except as herein expressly limited. Subject only to the other provisions of this Agreement, the Employer reserves the right to utilize personnel and methods in the most efficient manner possible, to manage and direct the employees, including the right to hire, fire, promote and demote, classify, transfer, assign or retain employees in positions; to establish work rules, rules of conduct and regulations for employees covered by this Agreement; to take any appropriate disciplinary action against employees; to schedule work shifts and hours of work in a manner which does not conflict with other provisions of this Agreement; to lay off employees; to require physical and mental examinations of employees; to determine the size and composition of work forces; to determine the best methods and technology by which operations will be conducted; and to introduce new equipment and technology. The enumeration of certain management rights and functions above shall not be deemed to exclude other rights or functions of management not so enumerated.

ARTICLE III **STRIKES AND LOCKOUTS**

Section 1 During the term of this Agreement there shall be no lock-out of employees by Employer and the Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, work interruptions, delays of work, sit downs, refusal to work overtime, nor mass false illnesses. The Union and the Employer understand and agree that during the term of this Agreement this Article is judicially enforceable by temporary and permanent injunction without regard to the nature or resolution of the dispute which gave rise to the conduct which violates this Article. The Employer shall have the right to

require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Notice of such medical examination shall be given to an authorized representative of the Union and it shall be the Union's responsibility to secure attendance of the involved employees at said medical examination. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the Employer, including discharge.

Section 2 The Union recognizes the Employer's immunity from strike because of the paramount and vital public interest in the maintenance of water services to the citizens of the community served by Employer. Upon receipt of written notice by the Employer that employees covered by this Agreement are engaging in the conduct prohibited by **Section 1** above, the Union, its officers, agents and representatives shall take all possible action to end such unauthorized conduct. Such Union action shall include the conspicuous posting of notices on the premises of Employer and at all other locations where the Union customarily posts notices. The notices shall bear the signature of a duly authorized representative of the Union and shall state that a violation of the no-strike clause is in progress, that such conduct is willful failure to perform the duties of the employee's position in a satisfactory manner, and that all employees are instructed to return to work immediately.

ARTICLE IV **WORK SCHEDULE AND HOURS OF WORK**

Section 1 The normal work week for all plant employees shall consist of five (5) days, commencing at 12:01 a.m. on Sunday. The normal work week for shift employee shall consist of seven (7) consecutive days, commencing at 12:01 a.m. on Sunday, to the extent that normal, efficient operations are not interfered with (under normal operations).

Section 2 A work day shall be the twenty-four (24) hour period beginning at 12:01 a.m. for all Water Treatment Plant employees (under normal operations).

Section 3 The normal hours of work for workers shall not exceed 40 hours in any workweek. Further, vacation/sick time do not count toward the calculation of overtime.

Section 4 The normal hours of work at present are:

Shift Workers (Operators and Trainees)	
Day Shift	6:00 a.m. to 6:00 p.m.
Evening Shift	6:00 p.m. to 6:00 a.m.

Day Workers

Monday thru Friday 7:00 a.m. to 12:00 p.m.
 12:30 p.m. to 3:30 p.m.

Section 5 When an employee is called out for work, he shall receive a minimum of four (4) hours work at the applicable rate. For purposes of this Section, a call out shall be defined as work other than the employee's regular shift where the employee is contacted and comes to work with less than 24 hours' notice.

Section 6 If work of a higher paid classification is required of an employee, he shall receive the higher rate of pay for not less than three (3) hours in the higher paid classification in the work week. If an employee is temporarily required to work for a lower paid classification, his rate of pay shall not be changed or reduced.

Section 7 All employees' days off shall be consecutive to the extent that normal, efficient operations are not interfered with.

Section 8 Employees shall obtain and put away tools and other equipment and clean up premises on Employer's time.

Section 9 Operators shall be allowed to relieve thirty (30) minutes before shift changing time. Operators shall be allowed to swap shifts only with prior permission of Employer's manager or his assistant.

ARTICLE V
OVERTIME PAY

Section 1 The overtime pay provided for herein shall not be paid twice for the same hours worked; subject to this rule, the highest pay which can be computed under this contract shall be paid to the employees when work is performed in various premium pay periods. No hours of premium pay shall be used to get to 40 hours.

Section 2 Except as otherwise provided for special overtime pay in the following sections of this Article, compensation at the rate of time and one-half the regular hourly rate shall be paid for all hours worked in excess of forty (40) hours worked in a workweek.

Section 3 If for any reason an operator cannot report for scheduled duty (an emergency then exists in filling that position), the off-duty operator on his shift will be called to fill that position at a rate of time and one-half. The off-duty operator shall cover vacancies resulting from sick leave provided that the vacancy does not exceed two (2) consecutive days (under normal operations)

Section 4 Two times the regular hourly rate shall be paid for all work performed on the seventh (7) consecutive workday worked in a workweek provided the work performed is scheduled overtime.

Section 5 Payment for any fractional part of an hour shall be computed to the nearest half hour period.

Section 6 A relief or up-grade employee will be available for operating positions. All operators shall be compensated at the rate of 1 1/2 times for an eight (8) hour turn around (under normal operations) or 40 hours per week.

ARTICLE VI
CERTIFICATION PAY

Section 1 A system of certification incentive pay shall be in effect for all full-time plant employees to promote advancement in the State of Louisiana Department of Health and Hospitals certification program.

Section 2 After the effective date of this agreement, any employee who becomes eligible for certification incentive pay or who becomes eligible to move up to the next category of incentive pay shall begin accruing said incentive pay from the first day of the pay period immediately following the presentation and signing of the proper documents to the Mayor.

Section 3 Certification incentives shall be considered for purposes of calculating pension benefits. Deductions for pension purposes shall be made in the same manner as base pay pension deductions. However, incentive pay shall not be considered as base pay.

Section 4 Upon certification of passage of the Class III Water Treatment examination of the Louisiana Department of Health and Hospitals, an employee shall be paid ONE HUNDRED DOLLARS AND NO/100 (\$100.00) per month above his base pay.

Section 5 Upon certification of passage of the Class IV Water Treatment examination of the Louisiana Department of Health and Hospitals, an employee shall be paid TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$275.00) DOLLARS per month above his base pay. Beginning January 1, 2025, the amount of certification pay under this Section shall increase from TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$275.00) DOLLARS to THREE HUNDRED AND NO/100 (\$300.00) DOLLARS per month above his base pay.

Section 6 To further promote the advancement in the State of Louisiana Department of Health and Human Resources certification program, an employee shall receive:

- a) TWO HUNDRED AND FIFTY AND NO/100 (\$250.00) per month above his base pay upon successful completion of an associate certification Class IV Water Production examination. Beginning January 1, 2025, the amount of certification pay under this Subpart shall increase from TWO HUNDRED

AND FIFTY AND NO/100 (\$250.00) DOLLARS to TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$275.00) DOLLARS per month above his base pay.

b) TWO HUNDRED AND FIFTY AND NO/100 (\$250.00) per month above his base pay upon successful completion of an associate certification Class IV Water Distribution examination. Beginning January 1, 2025, the amount of certification pay under this Subpart shall increase from TWO HUNDRED AND FIFTY AND NO/100 (\$250.00) DOLLARS to TWO HUNDRED AND SEVENTY-FIVE AND NO/100 (\$275.00) DOLLARS per month above his base pay.

Section 7 When an employee in water treatment moves from Level III Certification to Level IV Certification, he forfeits all Class III Certification pay. An employee must present to the Director of the Department of Public Works documentation from the Louisiana Department of Health and Hospitals which satisfactorily evidences class certification.

Section 8. Employer agrees to pay for all schooling and exams required and necessary for employees to obtain their certifications. If an employee fails three (3) consecutive certification examinations in any certification class, the employer is no longer obligated to pay for schooling, examination preparation, or the cost of exams; nothing prevents the employer from exercising its discretion to pay for the costs of schooling, examination preparation, and the costs of exam for those employees that have failed three (3) consecutive examinations, but such is not required.

Section 9. Employer agrees to let employees attend job related conferences, meetings and educational courses for the purpose of getting hours to keep up their certification, at such times as such employee can be spared from his work in the judgment of Management. Employer agrees to pay membership fees and all other costs of attending these programs pursuant to the Administrative Internal Travel Policy.

Section 10. Any employee who loses his or her class certification shall lose his or her eligibility for incentive pay and shall be required to return any applicable incentive pay received or accrued after the date of the loss of certification. It shall be his or her responsibility to pay all costs associated with re-certification unless employer discretion to pay for associated costs is exercised as outlined in Section 8 above.

ARTICLE VII
VACATION LEAVE

Section 1 Each employee covered by this Agreement shall be granted a paid vacation each twelve (12) month period.

Section 2 Vacations are to be taken during the calendar year. Vacations may be allowed at any time during the year and will be scheduled insofar as practical to suit the convenience of the employee, providing adequate fill-in personnel are available for the assignment of the vacated job. Vacation pay shall not be included toward the calculation of overtime pay.

Section 3 Holidays specified in this Agreement shall not be considered as part of an employee's vacation leave. If a holiday occurs during an employee's vacation leave, it will be treated as a regular holiday, and an extra day of vacation time will be allowed; or the employee will receive an extra day's pay in lieu of an extra day of vacation time, if called to work in the discretion and option of Management. A holiday not worked shall not be included in the calculation of overtime pay.

Section 4 Vacation leave may be accumulated from year to year, not to exceed nine hundred and sixty (960.0) hours.

Section 5 If an employee resigns or is otherwise terminated, he will receive pay as his established basic rate for the unused portion of his accrued vacation leave. In the event of death of an employee, any unused vacation benefits earned prior to the death of such employee shall be paid to the employee's beneficiary.

Section 6 All full-time employees shall be granted paid vacation time, with the right to draw normal straight time for the appropriate number of work days according to or based upon each employee's length of continuously paid service completed, as per the following schedule:

- 1st anniversary through 4th anniversary: 10 days
- 5th anniversary through 9th anniversary: 15 days
- 10th anniversary through 14th anniversary: 20 days
- 15th anniversary: 21 days
- + 1 Additional day for each year up to a maximum of 25 years.

ARTICLE VIII
HOLIDAY PAY

Section 1 Designated Holidays and Definitions:

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

(Should a conflict exist with a public holiday and the employee's birthday, a substitute will be decided by the employee and his/her supervisor.)

Public Holiday: A "public holiday" is the date upon which the above-designated holidays usually and customarily fall. For example, Christmas is usually and customarily observed on December 25, and Labor Day is the first Monday in September.

Observed Holiday: An "observed holiday" is the date on which the City of Monroe celebrates or recognizes a public holiday that falls on a weekend. For example, if July 4th (Independence Day) falls on a Saturday, it is "observed" on the Friday before or Monday after as a holiday.

Local Declared Holiday: A "local declared holiday" is any date (in addition to the above-designated holidays) the Mayor, in his sole discretion, officially declares as a holiday for the City of Monroe. For example, the Mayor may declare the day after Thanksgiving as a holiday for City employees, and that date is to be considered a "local declared holiday."

Floating Holiday: A "floating holiday" is time given off from work as substitution for a public, observed, or local declared holiday.

Section 2. Eligibility Requirements

For each public, observed or local declared holiday, which falls between a Monday and Friday and occurs on a day in which the employee is normally scheduled to work, each employee shall receive as a holiday allowance eight (8) hours pay at his regular rate of pay provided he has worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday. Employees scheduled to work on a holiday who fail to do so, unless a leave

of absence was pre-approved, shall not be entitled to holiday pay.

If a public, observed, or local declared holiday falls on an employee's regularly scheduled day off, the employee is not entitled to holiday pay but shall receive a floating holiday (equivalent to employee's normal work hours) to be used within six (6) months of the holiday.

Section 3. In addition to Section 2, the following will apply:

Employees required to work on a public holiday shall receive payment at the rate of time and one-half (1 ½) for all hours worked.

Employees required to work on an observed holiday shall receive payment at the rate of time and one-half (1 ½) for all hours worked.

Employees required to work on a local declared holiday, i.e. Friday after Thanksgiving, shall be paid at his/her regular rate of pay for hours worked and shall receive a floating holiday to be used within six (6) months of the local declared holiday. Floating holiday hours granted, up to eight (8) hours or twelve (12) depending on length of normally scheduled shift, shall be equal to the number of hours worked.

Employees who work on a local declared holiday are not entitled to the holiday allowance described in Section 2.

For the purpose of administering the provisions of this Article, holiday pay and time shall apply to the shift beginning on the day which is celebrated as a holiday and shall continue to be applied throughout the shift even if the shift ends on the following day.

Section 4.

Straight Day Workers: Holidays falling on Saturday or Sunday will be observed either the Friday before or Monday after the holiday. No work will be performed on Labor Day except such as is necessary for the preservation of life or property.

Rotating Shift Workers: All Public Holidays will be observed on the day on which the Public Holiday occurs. For the purposes of holiday pay for Rotating Shift Workers, a Public Holiday will commence at 6:00 a.m. on the day of the Public Holiday and will end at the conclusion of the night shift at 6:00 a.m. the next day.

Section 5. Subject to the provisions of **Section 5** of Vacation leave or death in the immediate family, as hereafter defined, he shall receive the holiday pay; but not to exceed two (2) such holidays which coincide with absence due to one of the above stated causes within any calendar year; however, no employee shall receive pay for more than two (2) holidays in any calendar year under provisions of this

Section, employee shall receive regular pay if the holiday falls on the employee's regular scheduled day off. Death in the immediate family means:

“CURRENT spouse, mother/mother-in-law, father/father-in-law, brother/brother-in-law, sister/sister-in-law, grandparents/children, aunt or uncle.”

Death in the immediate family is further qualified as being the death of one of the above-named family members in the first and present status. For example, “brother-in-law” does not mean a brother-in-law from a divorced spouse and “aunt/uncle” means the sister/brother of the employee's mother/father.

ARTICLE IX
LONGEVITY PAY

All full-time plant employees shall be granted longevity pay in addition to his/her base pay on a monthly basis. Said longevity pay shall be based on service at the water treatment plant as follows:

Years of Service	Monthly Pay
Three (3) through five (5) years of continuous service	\$100.00/monthly
Over five (5) through ten (10) years of continuous service	\$150.00/monthly
Over ten (10) through fifteen (15) years of continuous service	\$200.00/monthly
After fifteen (15) years of continuous service	\$275.00/monthly

Beginning January 1, 2025, the amount of longevity pay shall be increased by TWENTY-FIVE AND NO/100 (\$25.00) DOLLARS for each service category to the following:

Years of Service	Monthly Pay
Three (3) through five (5) years of continuous service	\$125.00/monthly
Over five (5) through ten (10) years of continuous service	\$175.00/monthly
Over ten (10) through fifteen (15) years of continuous service	\$225.00/monthly
After fifteen (15) years of continuous service	\$300.00/monthly

ARTICLE X
SICK LEAVE POLICY

Section 1 Regular, full-time employees accumulate paid sick leave credits based on continuous service. Upon completion of six (6) months of continuous employment, each regular, full-time employee will accrue sick leave credits equal to five (5) regularly scheduled work days. Upon completion of the next (6) months of such employment, each employee will accrue additional sick leave credits equal to five (5) regularly scheduled work days, less any sick leave taken. After the first year of employment each employee accrues one (1) day of additional sick leave credit upon completion of each calendar month up to a maximum of nine hundred sixty (960) hours. Sick leave shall be earned by an employee for any month in which the employee is compensated for fifty (50) or more hours of work.

Section 2 The net sick leave credits available to any employee at any given time may be computed by use of the above formula, and by subtracting the number of sick leave credits used. A physician's certificate must be supplied by the employee for three (3) or more consecutive days of illness under paid sick leave conditions.

Section 3 Accumulated sick leave in excess of twelve (12) days up to a maximum of ninety-six (96) hours may be traded or sold at the end of the calendar year; two (2) days of accumulated sick leave for one day's pay.

Section 4 If an Operator calls in sick, and his schedule was for two days, then the day will be offered to the off-duty Operators, in a preceding and succeeding fashion. If an operator's schedule was for three days, then the preceding operator will be offered the first two days and succeeding Operator offered the third day, unless there is a Relief Operator, who will work anything over two days. If a Relief Operator is not available, then the off-duty operators will cover the shifts.

ARTICLE XI
SENIORITY

Section 1 The provisions of this **Article XI** in its entirety, but this **Article XI** alone, shall apply to employees of Employer's plant covered by this Agreement.

Section 2 When two or more employees have the same hiring date, they shall toss a coin to determine order of their seniority.

Section 3 In the lay-off or hiring of employees by the Employer, Employer agrees that in a reduction of force such employees shall be laid off in the inverse order of qualifications and their department seniority rating.

Section 4 In the event any job classification is abolished, employees holding

such jobs and having higher seniority rating shall have the right to displace employees with less seniority in the department in which they are working; provided that in the opinion of Employer's Management they are competent and qualified to perform the job or jobs in which they are displacing other employees; and provided, further, that such displacement will not disrupt plant operations.

Section 5 All new jobs created, or positions to be filled as a result of a vacancy, shall be filled according to seniority rating; provided that the employee entitled thereto by seniority rating shall be competent in the judgment of Management to perform the job in question. Whenever a job vacancy exists among the jobs/employees covered by this agreement, the Employer shall post notice of the vacancy in the particular department where it exists for a period of seven (7) days. At the expiration of the posting period, the senior employee covered by this Agreement who in the judgment of Management, is competent to perform the job in question and who has requested the same, must accept the opening. If within two (2) weeks the employee, in the opinion of the Employer, is not adapted to the job he may be removed there from and shall be returned to his former job. Upon such removal the job shall be reposted. The Employer may designate temporarily a person to fill any vacancy.

Section 6 Seniority rating lists will be established and maintained according to departments covered by this agreement. Revised seniority rating lists will be made by Employer as of January 2 and July 1 of each calendar year; and adequate copies of such list will be furnished by Employer to the Union for distribution to employees. Employees will have fifteen (15) days after delivery of such lists to raise any questions concerning the correctness thereof; and any employees on military leave will have thirty (30) days after their return from service to raise any questions concerning the correctness of such seniority rating lists.

Section 7 All new employees hired by Employer shall be considered as probationary' employees for the first one hundred eighty (180) days of employment. All employees having continuous employment of ninety (90) days or more shall establish seniority rights to be dated from his date the employee was hired. The provisions of this Article are applicable only to those who have acquired seniority. Probationary employees may be terminated by Employer at any time with or without cause and there shall be no recourse to the grievance procedure arising out of such termination.

ARTICLE XII
OCCUPATIONAL ACCIDENTAL INJURY

Section 1 Medical bills, hospital bills, nursing bills and drug bills will be paid by Employer in the case of an employee who is accidentally injured while engaged in the course of his employment and the performance of his duties pursuant to Louisiana's Workers' Compensation statutes.

Section 2 An employee thus accidentally injured in the line of duty will also be paid full time at his regular hourly rate of pay while he is off work as a direct and proximate result of such accidental injury for a period not exceeding six (6) months (less the amount of Workers' Compensation indemnity benefits or similar payments by the Employer during such period); provided, however, that such employee may be reassigned to other duties within his physical capacities as determined upon recommendation of one of the designated physicians of Employer; but his regular hourly rate of pay shall not be reduced from that of the classification in which he was working at the time of his accidental injury, while so employed in lighter duties within this six (6) month period.

Section 2 (a). Employees, as outlined in Section 2 above, that are unable to report to work during the six month period shall remain at their residence or location where they have reported themselves to be recovering during the sick leave period. The employee will be permitted to engage in only the following activities upon notifying the Water System Manager or Plant Superintendent:

- (1) To obtain medical attention or treatment at their physician's office, hospital, or clinic for treatment.
- (2) To purchase medications prescribed by the physician.
- (3) To purchase groceries for meals at their residence or place of confinement.
- (4) To attend church.
- (5) To vote.
- (6) To attend the funeral of any relative or close friend.
- (7) To engage in any limited activity specifically prescribed by an attending physician. (i.e. physical therapy).

Section 2 (b). In any event, when employees intend to be away from their residence or recovery location for the reasons listed in Section 2 (a), they shall notify their Water System Manager or Plant Superintendent of:

- (1) The location they are going to;
- (2) A telephone number at the location where they can be contacted, if

appropriate;

- (3) The reason for their going to that location;
- (4) The anticipated length of absence from their residence or location of recovery; and
- (5) The members shall notify the Water System Manager or Plant Superintendent of their return to their residence or recovery location.

While on sick leave as outlined in Section 2, employee shall accept visits and/or phone calls from a supervisor to their place of recovery. If an employee is not properly logged away from their place of recovery, the employee may face disciplinary action.

Section 3 After the expiration of six (6) months from the date of such accidental injury in the line of duty, if the employee is still off work due directly and proximately to injury thus sustained, he shall then following such six (6) month period be entitled to receive such rate of compensation as is prescribed under the Louisiana Workmen's Compensation Law.

ARTICLE XIII **SUBMISSION OF GRIEVANCE**

Section 1 Any employee shall be entitled to reasonable hearing by Employer of any claim of grievance on which the employee may wish to be heard; whether it concerns the terms of this Agreement or any other matter of employment relationships or working conditions; provided the employee asserting the grievance shall have first exhausted every reasonable effort in good faith to resolve the grievance through supervisory channels at the management level.

Section 2 Employer agrees that it will accord such grievance a hearing by the Director of Public Works; and a further hearing by the Mayor of the City of Monroe if the matter is not resolved at the first hearing. Employer shall not be required to hold further hearings on the same matter of grievance. The Plant Superintendent, the Department Head, any particular aggrieved employee, and the Union shall be entitled to appear and be heard at any such hearing without loss of pay. Others may be permitted to attend or be heard at any such hearing by mutual consent of Employer and the Union. Employer and Union agree to exercise every reasonable effort in good faith to resolve any such grievance to the mutual satisfaction of the parties affected. If it is found pursuant to this procedure that an employee has been suspended or discharged without a justification, such employee shall be reinstated with his seniority rights unbroken and shall be compensated for

any wages lost as a result of the suspension or discharge or as otherwise may be agreed upon by the Employer and Employee.

ARTICLE XIV
JURY DUTY AND FUNERAL LEAVE

Section 1 An employee shall be excused for service on jury duty without loss of his regular rate of pay; provided that such paid jury duty leave shall be applicable only to such portions of any day, computed at no less than half a day, during which an employee shall be in attendance at court on jury call or in actual jury service. Employees whose attendance at work may justify excuse from jury duty will cooperate with Management in obtaining such excuse.

Section 2 In the event of death in the immediate family of an employee (as defined in Article VIII, Section 5), the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for and/or to attend funeral arrangements. Immediate family shall be defined as: Current spouse, mother, father, brother, sister, grandparents and children. *Other relations*: In the event of death in the family of an employee, the employee shall be granted two (2) days of absence with full pay to assist in making arrangements and/or attending the funeral. Other relations shall be defined as: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt. *Unusual Circumstances*: In situation where unusually long travel time is involved in connection with funeral of employee's family member, employee may apply, in advance, for additional funeral leave, in exceptional circumstances. Total absence shall not exceed five (5) consecutive calendar days. An employee must attend the funeral to be eligible for the above benefits and must present proof of attendance.

Section 3 The provisions of this **Article XIV** providing for excused paid absences apply only when the particular absence covered by any part of this **Article XIV** otherwise conflicts with the employee's regular work schedule. No employee shall exceed ten (10) days of funeral leave in any calendar year.

ARTICLE XV
MISCELLANEOUS TERMS

Section 1 Employer agrees that at all times it will make reasonable provisions for the safety and health of its employees while on duty, by providing modern protective devices, safety equipment, safety apparel and such other equipment or devices as may be designed to promote the safety and physical welfare of its

employees. Rain suits or slickers and boots will be furnished to all employees who are required to work outside.

Section 2 Employees shall be required and expected to comply with all operating rules of safety and good conduct as may be posted from time to time by Employer.

Section 3 Employer agrees that if an employee shall desire to undertake to improve his competence and ability for work related skills and such training has been pre-approved by the Employer, the Employer will pay on behalf of such employee the cost of such job training, provided the particular school from which such course is taken shall be first approved by the Employer; and provided that the employee taking any such job training course or training work passes the minimum requirements for satisfactory completion of any such course or training as provided for in the job description.

Section 4 Uniforms will be provided to all plant personnel between May 1st and June 30th, on a yearly basis (4 short sleeve shirts, 4 long sleeve shirts, 1 coat and 8 pair of pants), and insulated winterwear and/or Carhartts (at the option of the Employer) or bibs every other year as approved by the Plant Supervisor. Plant's welding personnel will be able to substitute regular uniforms for welding uniforms. Winter wear including bibs and safety boots will be provided to all full-time employees.

Section 5 When employees are required to work unscheduled overtime, they shall be furnished a meal as close to 7:00 o'clock p.m. as possible after overtime starts; a meal will be served every six (6) hours thereafter until employees are released from overtime duty because of the inability of employee to leave work site.

Section 6 Employer agrees to hold safety meetings on Friday morning of each week. Meeting time will go toward employees' certification hours if approved by D.H.H. (Department of Health & Hospitals) certification committee. Employer will make all reasonable attempts to schedule training to lead operators on his/her scheduled work day.

Section 7 Employer will maintain a safety net around water treatment basins to protect water treatment employees.

Section 8 Employer will be responsible for golf ball damage from Forsythe Golf Course to employees' vehicles while said vehicles are on the grounds of the water treatment plant.

ARTICLE XVI
GENERAL PROVISIONS

Section 1 Pledge against Discrimination and Coercion

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

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

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

The Union assures that under its nondiscrimination policy that no person represented under the provisions of this Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status or political affiliations be excluded from participation in. be denied the benefits of or be subjected to discrimination under any of its programs or activities.

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

ARTICLE XVII
JOB CLASSIFICATIONS AND RATES OF PAY

Then is attached hereto and made a part hereof exhibits marked for identification; “**Appendix A**” which sets forth the base hourly rates of pay of the job classifications covered by this Agreement as described in “**Appendix B**”. The rates of pay set forth in “**Appendix A**” shall be effective as of the date of the signing of this Agreement and shall remain in effect through the term of this Agreement, unless amended or modified by mutual consent of both parties.

ARTICLE XVIII
EFFECTIVE DATE AND DURATION

All Articles and Sections of this Agreement shall commence on January 1, 2024 and expire at the cease of work on December 31, 2025, unless otherwise amended or modified by the mutual consent of the parties, and this Agreement shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the Agreement. No party to this Agreement shall modify or terminate this Agreement unless the party desiring such modification or termination serves a written notice upon the other party to the Agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the Agreement. During the term of this Agreement, except as provided above, no part of the Agreement may be reopened for negotiations except on the agreement of both the Employer and the Union. The Agreement shall continue in full force and effect pending the outcome of negotiations.

THUS DONE AND SIGNED this _____ day of _____
2021 in the presence of the undersigned witnesses.

WITNESSES:

CITY OF MONROE

Print

Sign

Print

Sign

By: _____
Friday Ellis, Mayor

**LOCAL 407, INTERNATIONAL
UNION OF OPERATING ENGINEERS
AFL-CIO**

By: _____ Date
Committee Member

By: _____ Date
Committee Member

**LOCAL 407 INTERNATIONAL UNION
OF
OPERATING ENGINEERS, AFL-CIO**

APPENDIX A¹

JOB CLASSIFICATION	WAGE RATE 2024-2025
OPERATOR A	22.61
UP-GRADE	22.07
OPERATOR B	22.07
OPERATOR TRAINEE	20.86
ELECTRICIAN A or (ELECTRICIAN INSTRUMENTATION A)	22.50
ELECTRICIAN B or (ELECTRICIAN INSTRUMENTATION B)	20.93
MAINTENANCE A	22.50
MAINTENANCE B	21.11
UTILITY A	19.40
UTILITY B	17.36
LABORATORY TECHNICIAN	22.62
RELIEF LABORATORY TECHNICIAN	22.07
RELIEF LABORATORY TECHNICIAN/COMPLIANCE SPECIALIST	22.07
ELECTRONICS TECHNICIAN	22.50
BUILDING MAINTENANCE	20.93
OPERATIONS SUPERVISOR ²	29.26
ELECTRICAL SUPERVISOR or ELECTRICAL INSTRUMENTATION SUPERVISOR ²	29.26
MAINTENANCE SUPERVISOR ²	29.26
ADMINISTRATIVE ASSISTANT ²	21.77

¹ Prior to January 1, 2005, the City paid the employee portion of the pension on behalf of all City employees. On January 1, 2005, the City terminated this practice and the employee began paying the employee portion of the pension. Any Employee that filled a classification before December 31, 2004, was given an increase of 9.25% based on gross salary to offset the pension amount.

² This classification is not a part of the bargaining unit and added solely for administrative convenience in showing all wages within the plant in the above classifications. These employees will also be eligible for longevity and certification pay if recommended and approved by the Director of Public Works

APPENDIX B

Operator A— has the responsibility for the treatment of subject water supply to conform to specifications set forth by the Environmental Protection Agency of the United States. Accomplishment of said treatment will be by operation of chemical process control equipment per instructions from the plant superintendent pursuant to the achievement of this task. Responsibility also includes control of the distribution system through instrument interpretation and control of valves and pumps to maintain pressures and water supplies as specified by the plant superintendent. Other duties are the supervision of plant personnel to maintain plant operation and to prepare and maintain records, reports, and charts of daily operation. Personnel acting in this capacity will acquire a Class IV certification in Water Treatment from the State of Louisiana.

Operator B — will assist the senior on-duty operator in maintaining plant operation as per instruction. Operator B must possess a Class III certification in water treatment, production and distribution as a minimum. Operator B must take and pass the test for Class IV certification once points are obtained and at that time he/she shall be promoted to Operator 'A'.

Up-Grade Operator — will meet the requirements of the Operator 'A' job classification and act as the relief operator. When not performing operational duties, the Up-Grade Operator will work in a maintenance capacity.

Operator Trainee — classification will be used only to designate status and pay for personnel training for operating positions. Will train under the supervision of the senior on-duty operator and assist the senior on-duty operator in maintaining plant operations as per instruction. Will participate in continuing education courses and once he/she obtains a Class II certification in water treatment, production and distribution, he/she shall be promoted to Operator 'B'.

All Electrician, Maintenance, and Utility personnel will be under the direct supervision of the plant superintendent and maintenance foreman.

Electrician A — will maintain and supervise personnel for the maintenance of all electrical systems and supplies including instrument grad technology.

Electrician B — will perform in a supervised capacity.

Electronics Technician — will be responsible for the installation, maintenance and repair of electrical and electronic systems and equipment pertaining to the operation of the Water Treatment plant and sub-stations.

Maintenance A — will maintain and supervise personnel for the maintenance of all mechanical systems, pumping stations, storage tanks, and other related duties.

Maintenance B — will perform in a supervised capacity.

Utility A — after ninety (90) days employment in this position, the employee will be upgraded to the classification he was hired to fill.

Utility B — with the exception of Operators and Operator Trainees, this position will be the base position for hiring, after ninety (90) days of employment in this position, the employee will be upgraded to Utility 'A'

Lab Technician — will gather and analyze samples of the water supply for the determination of quality to ensure it meets all rules, regulations, and guidelines set forth by the E.P.A. (Environmental Protection Agency) and the Louisiana Department of Health & Hospitals. This position works under the direct supervision of the Water Treatment Plant superintendent. Duties also include unloading and the supervision of personnel unloading chemicals and the preparation of chemicals used in the treatment of the water supply.

Relief Lab Technician — will gather and analyze samples of the water supply for the determination of quality. Duties also including unloading and the supervision of personnel unloading chemicals and the preparation of chemicals used in the treatment of the water supply, and all other related work as required.

Building Maintenance — responsible for building maintenance of water treatment plants and associated pumping stations. The ordering of supplies and materials for this purpose and the maintenance of grounds associated with these structures as directed by Plant Superintendent.

APPENDIX C

**CITY OF MONROE
WATER TREATMENT PLANT
CERTIFIED OPERATORS AS OF DECEMBER 2023**

Certified Operators	Water License Class		
	Production	Treatment	Distribution
Albritton, Scott	4	4	4
Augustine, Jermiah	2	1	1
Badger, Denzell	2	1	3
Bailey, Tamala	3	4	4
Buford, Tyler	4	4	4
Charleston, Shaquille	4	4	4
Colson, Brian	3	3	3
Guice, Quintin	1	1	0
Goins, Mikeous	4	4	4
Hunter, Shahriar	2	3	2
Johnson, Daren	4	4	4
Joiner, Matthew	4	4	4
Massey, Michael	4	4	4
McLarrin, Kory	1	2	2
Morehead, Tomeykia	4	4	4
Morris, Nathan	4	4	4
Price, Joctovria	4	4	4
Roberts, James	2	3	4
Scott, Clifton	4	4	4
Smith, Ronnie	4	4	4
Wiggins, Hunter	3	3	3
Wills, Christopher	4	4	4

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ACQUIRE A CERTAIN 4.30 ACRE PARCEL OF REAL PROPERTY IN THE MONROE AIR INDUSTRIAL PARK FROM BANKS CONSTRUCTION FAMILY LIMITED PARTNERSHIP AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, by Cash Deed dated July 5, 2018 (REG. 1757697; CB 2552, P 400) and Act of Correction dated July 10, 2018 (REG. 1757954; CB 2552, P 709), the City of Monroe sold a 4.30-acre tract of land to Banks Construction Family Limited Partnership in the Monroe Air Industrial Park;

WHEREAS, the Cash Deed contained a right of first refusal, which provides that if Banks Construction receives a “bona fide offer from a third party to purchase the property conveyed” that is “satisfactory” to Banks Construction, then the City has “the right to purchase the property conveyed . . . at the price and on the terms of the offer so made”;

WHEREAS, Banks Construction received a bona fide, satisfactory offer from a third party to purchase the property for the equivalent sum of \$93,583.70 and has conveyed the offer to the City under the City’s right of first refusal;

WHEREAS, the City has determined that the offer is fair, reasonable, and reflective of the fair market value of the property and the improvements placed thereon; and

WHEREAS, to promote future economic development, City of Monroe desires to exercise its right of first refusal and to purchase the property for the sum of \$93,583.70.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered for and on behalf of the City of Monroe to acquire the following described property for the sum of \$93,583.70:

**LEGAL DESCRIPTION OF 4.30 ACRE TRACT
ADJOINING RAILROAD SPUR ON EAST SIDE OF DELTA DRIVE**

A tract of land in the Monroe Industrial Park, Monroe, Ouachita Parish, Louisiana, as per plat recorded in Plat Book 15 at Page 113 in the parish records, this tract being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the southeast corner of the intersection of Delta Drive (80 feet wide) and the Kansas City Southern Railroad spur (30 feet wide), thence along the curving south line of said railroad spur 308.49 feet (chord bearing N82°21’22”E 307.60 feet) to a 1/2 inch iron bar set; thence S5°07’14”W 650.83 feet to a 1/2 inch iron bar set; thence N84°52’46”W 300.00 feet to a 1/2 inch iron bar set on the east line of Delta Drive; thence along Delta Drive, N5°07’14”E 582.87 feet to the POINT OF BEGINNING; containing 4.30 acres of land, and being subject to any rights or servitudes of record or of use.

BE IT FURTHER ORDAINED that Stacey Rowell, Director of Administration, is authorized and empowered to execute any and all documents necessary to complete the purchase of the above-described property.

This Ordinance was introduced on the _____ day of December, 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 January, 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./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 ROBERT K. JONES ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 8, BLOCK 17, UNIT 4, BOOKER T. WASHINGTON ADDITION, OUACHITA PARISH, 3602 PIPPIN ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 1, 2010, AND FURTHER WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

Lot 8, Block 17, Unit 4, Booker T. Washington Addition
3602 Pippin St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #46093

was adjudicated to the City of Monroe, Louisiana for non-payment of 2009 Ad Valorem Taxes by Adjudication Deed dated and filed July 1, 2010, in Conveyance Book 2218 at page 104 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2009 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against James Edward Donahue;

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

WHEREAS, Robert K. Jones 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;

WHEREAS, Robert K. Jones has paid One Thousand Nine Hundred Fourteen and 64/100 (\$1,914.64) Dollars which includes One Thousand Two Hundred Fifty-Two and 64/100 (\$1,252.64) Dollars in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact James Edward Donahue with no response; the City of Monroe desires to sell to Robert K. Jones the property described as follows:

Lot 8, Block 17, Unit 4, Booker T. Washington Addition
3602 Pippin St.
District 3
Ouachita Parish, Monroe, Louisiana
Parcel #46093

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

This Ordinance was introduced on the ____ day of December 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 January 2024.

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CHAIRPERSON

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
THE CITY OF MONROE
AND
RED WHITE AND BLUE AIRSHOW INC.

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of the ____ day of December 2023, by and between the City of Monroe (the "City"), a municipality existing under the laws of the State of Louisiana, and the Red White and Blue Airshow Inc. (the "Airshow"), a Louisiana non-profit corporation organized in accordance with the provisions of IRC 501(c)(3).

WITNESETH

WHEREAS, the City desires to develop and promote events which increase tourism, induce economic growth, entice future business recruitments to consider locating in the City of Monroe, and benefit the cultural development of the City;

WHEREAS, the City of Monroe also desires to support events that promote and support veterans;

WHEREAS, the 2023 Red, White, and Blue Airshow brought in thousands of visitors to Monroe from all over the country, spurred economic activity within the City, and served a beneficial public purpose by promoting and showcasing the City of Monroe and its regional airport; and

WHEREAS, the City of Monroe desires to participate in the 2024 presentation of the Red, White, and Blue Airshow: Saluting America's Heroes at the Monroe Regional Airport that will bring thousands of visitors to the City of Monroe who will use restaurants, hotels and other businesses in the City of Monroe and to take advantage of the communication opportunities within Louisiana, Arkansas, and Mississippi.

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

I. Airshow Obligations:

Airshow shall:

1. Hold the Red White & Blue Airshow Saluting America's Heroes at the Monroe Regional Airport on May 3, 4, and 5, 2024;
2. List the City of Monroe as an airshow sponsor on all airshow posters, newspaper ads, airshow banner, radio commercials, social media, airshow website, and any other forms of promotion that Airshow, or its affiliates, does, which includes advertising within a 150-mile radius in MS, AR, & LA.;
3. Announce the City of Monroe as a sponsor frequently throughout the airshow;
4. Prepare a document relating to the number of attendees and, if known, the following: hotel usage, restaurant usage, shopping and other recreational activities and the approximate amount spent on each activity; and
5. Present an accounting in writing to the City of Monroe within 90 days after the event to show the results of the accounting information.

II. City Obligations

City shall provide \$35,000.00 for the operation/presentation of the Red White & Blue Airshow Saluting America's Heroes at the Monroe Regional Airport on May 3, 4, and 5, 2024.

III. Cancellation of Agreement

In the event Airshow fails to undertake its commitments under this Agreement, this Agreement shall be cancelled and all funds paid to the organization under this Agreement shall be fully reimbursed to the City of Monroe.

IV. Auditors Clause.

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

Witnesses:

City of Monroe

Stacey Rowell, Director of Administration

Witnesses:

Red White and Blue Airshow Inc.

Hollie Boudreaux, Director

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

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

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

WHEREAS, the City desires to develop and promote events which increase tourism, induce economic growth, entice future business recruitments to consider locating in the City of Monroe, and benefit the cultural development of the City;

WHEREAS, the City of Monroe also desires to support events that promote and support veterans;

WHEREAS, the 2023 Red, White, and Blue Airshow brought in thousands of visitors to Monroe from all over the country, spurred economic activity within the City, and served a beneficial public purpose by promoting and showcasing the City of Monroe and its regional airport; and

WHEREAS, the City desires to enter into a Cooperative Endeavor Agreement with Red White and Blue Airshow Inc. to participate in and present the 2024 Red, White, and Blue Airshow and to facilitate further development, economic activity, and education within the City; and

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

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

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK