

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 10, 2023, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF SEPTEMBER 26, 2023:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 312 Marx St. (D5) (Owners – Alvin Jackson and Michelle Freeman)
2. 1409 Griffin St. (D3) (Owners – William Dunnaway & Caslean Lankford)
3. 1012 Columbia Ave. (D3) (Owners – Antonio Moore and Roberta Moore)
4. 1205 St. John St. (D4) (Owners – Jome Paul & Nancy A. Mauldin)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)
None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
Public Comment:
None.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Gaffer Mafahi dba Cloud Busters/Cloud Busters Vape Shop LLC, 2404 Old Sterlington Rd., Monroe LA 71203 for a New 2023 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to enter into a Fellowship Agreement with ULM and further providing with respect thereto.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to submit an application for state financial assistance to the State of Louisiana Department of Transportation and Development, Division of Aviation (La Dotd) for the Monroe Regional Airport and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to execute a Superseding Agreement between the Department of Transportation and Development and the City of Monroe for the La 15 (Winnsboro Road) Streetscaping Project (H.007531) and further providing with respect thereto.

(b) Adopt a Resolution authorizing Mayor Friday Ellis to enter into a Utility Relocation Agreement between the City of Monroe and the Louisiana Department of Transportation and Development for the Kansas Lane and Garrett Road Connector and I-20 Interchange Improvements Project and further providing with respect thereto.

(c) Adopt a Resolution accepting as substantially complete work done by Kepper Trucking & Dirt Contracting, LLC for the Chennault Golf Cart Paths Improvements Project and further providing with respect thereto.

(d) Adopt a Resolution authorizing a designated city representative to execute Amendment No. Six (6) to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc., related to the Monroe Water Treatment Plant Expansion and Improvements Project and further providing with respect thereto.

(e) Consider request from the Engineering Department for authorization for an authorized City representative to advertise for bids for the Parkview Drive Street Improvements (Winnsboro Road to Plum St.) Project. The engineer's estimate is \$1,582,400.00. The DBE goal is 7.38% and the source of funds is the Capital Infrastructure Street Funds.

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

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant - Carmen LLC – (Eng/P&Z)
- (b) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Parks Pallets, LLC, all rights, title, and interest that the City may have acquired to the Lot 1, Square 3, Arent’s resub, Jack Thompson Tract Addition, Ouachita Parish, 2633 DeSiard St., District 3, Monroe, La, by adjudication at Tax Sale dated July 1, 2011, and further with respect thereto. (Legal)

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

Open Public Hearing/Public Comment/Close Hearing:

- (c) Finally adopt an Ordinance revoking a 60’ wide by 1,195’ long portion of Adams Street from North 14th Street to North 18th Street and further providing with respect thereto - Applicant – James Machine Works – (PUD/P&Z) (This item was passed over at the last meeting.)

Open Public Hearing/Public Comment/Close Hearing:

- (b) Finally adopt an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Katie Lee Banks, all rights, title, and interest that the City may have acquired to the Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition, Ouachita Parish, 1301 Georgia St., District 4, Monroe, La, by adjudication at Tax Sale dated July 13, 1999, and further with respect thereto. (legal)

Open Public Hearing/Public Comment/Close Hearing:

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

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
September 26, 2023
6:00 p.m.

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

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

There was absent: Mrs. Ezernack

Vice Chairman Woods announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mayor Ellis.

The Invocation was led by Mr. Morgan McCallister, City Engineer.

Ms. Woods noted Chairman Ezernack is not here this evening because she is not feeling well. She asked everyone to keep the Chairman and her husband lifted up in prayer and pray for a speedy recovery for them both.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Mr. Marshall said good evening and thanked everyone for coming out to the City Council meeting. He commended Ms. Kenya Roberson for an awesome Wealth Expo this past week and he said a lot of information was shared by black entrepreneurs in the area. He noted the play “Memphis” was another event this past weekend that his daughter was a part of and Councilwoman Dawson as well. He further noted a lot of great things are going on in the City but not enough support for those events. He said he believes the event the Monroe Regional Black Chamber put on, as well as the play had a very diverse cast, wonderful play, family oriented, and extraordinary which should have been a packed house for each play. He said he is not sure what the City can do to get everyone to the point where we are supporting these events. He said we often say there is nothing to do in the City and these things are happening month after month and if they get the support they need he feels it can expand to bigger and greater things. He noted even though it is the Regional Black Chamber it is not just geared towards African Americans. He said it is geared towards anyone that is in business that is looking to expand their knowledge and grow their business. He further noted that even for the plays there were people of all backgrounds, races, and cultures and he said when you see those things share them and take a look at them sometimes. He said think outside the box and just take a couple steps North, South, East, and West to see what’s going on.

Mrs. Dawson thanked everyone for attending the City Council meeting and she reiterated that the event Mr. Marshall said she was a part of this weekend was phenomenal. She thanked everyone that participated and attended the play. She said continuing the arts in the community is very important and music brings different cultures in the community together. She said when you have a Broadway musical production with class and excellence you would want everyone to attend. She said going forward, let’s start supporting all the events in the City if you’re not busy. On another note, she said on October 14th there will be an Alzheimer’s Walk at the Louisiana Purchase Gardens and Zoo, and she said to join her team online at Kema Dawson Monroe City Council District 5 and also give a donation. She stated Boo at the Zoo is on Saturday October 28th and they are looking forward to having a good time with the kiddos. She said all the vendors that would like to participate can contact the Zoological Society. She further stated the picnic tables at Charles Johnson Park had new lumber sprayed and sand has been put around the playground at Benoit Recreation Center and she said it looks beautiful. She said she can’t wait for the finish product, and she thanked everyone for their support.

Mayor Ellis stated the City had a productive few weeks really advocating for the City of Monroe throughout the State. He said the City had a great opportunity to speak to the Chamber of Commerce statewide through the Louisiana Association of Business and Industry (LABI) to brag on some of the things going on in the City of Monroe with a podcast that was heard throughout the State of Louisiana. He said he spoke with his fellow colleague from Lake Charles, LA about two cities on each side of the State experiencing similar challenges but also working together to help the State recover through disasters. On another note, he said the City

was featured in Site Selection magazine which is a global publication that companies look at when they are looking to relocate a business. He said the article is available on the City's Facebook page and it talks about things people can experience while here in the City of Monroe. He gave a shout out to Ms. Nirali Patel, Main Street Director, for doing a wonderful job and he said the City hosted Destination Downtown with about 250 people from all three states to talk about the work being done for historic revitalization and some of the riverfront projects. He said it was a reason for the City to host people from around the region to talk about all the good things going on in the City. Lastly, the Mayor said the Mayor Cup Challenge partnered with Entergy to provide cash scholarships to families and this year the scholarship awards were \$14,000 to students across the City of Monroe. He thanked Community Affairs, Public Works, and Chief Jimmie Bryant, Chief Operating Officer, for putting this event on and the partners from Entergy. He noted these are great scholarships and it has been a great program since its inception. He said the City is proud to continue the work and partner with Entergy.

Ms. Woods said at the last City Council meeting Mr. Bill Kight, a prominent businessman in Monroe, had passed away and it was an oversight on her part. She said if you knew Mr. Kight and the family keep them in your prayers. She said he was very active with the Strauss Theatre, in which he was a member of that board, and he was a genuinely good man that did a lot to help anybody and everybody. She noted he owned several businesses in the area, around the State, and country and she said he would be dearly missed. She said community prayer for Carroll High School will be Thursday September 28th at 6pm at Carroll High School. She said they are calling on all Carroll alumni, friends of Carroll High School, and supporters as they try to get through this ordeal they are dealing with at Carroll High School. On another note, she stated it is election time in the State of Louisiana with the gubernatorial race along with the State Offices, Sheriff Office and Police Juror, and your vote matters. She further stated the election day is October 4th and they want everyone to go out and vote. She said early voting begins on Saturday September 30th through October 7th 8am until 6pm daily excluding Sunday. She noted the Zeta Phi Omega Chapter of Alpha Kappa Alpha and the Monroe Metropolitan Alumnae Chapter of Delta Sigma Theta will be hosting a political information virtual forum on Thursday September 28th at 7pm. She further noted the speakers for the event will include yours truly, Councilwoman Woods, Ms. Isabelle Butler, Ouachita Parish Registrar of Voter, and Ms. Charla Burns, Ouachita DPEC Official. She stated this is an informational forum that will talk about what's on the ballot and what you will need to cast your vote. She further stated another event in that same vein, Greek to the Streets and that is coinciding with early voting on September 30th through October 7th. She reiterated your vote matters, and they want to get people out to vote. She noted there is an infestation with the West Nile virus in our region and if you are outside to wear appropriate clothing, use bug spray, and do all that you can to protect yourself from mosquito bites.

Upon motion of Mr. Harvey, seconded by Mr. Marshall the minutes of the Legal and Regular Session of September 12, 2023, were unanimously approved. (There were no public comments.)

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to accept the bids of Industrial Research Corporation, Allied Universal Corporation and TDC, LLC for the purchase of Water Treatment Chemicals for the City of Monroe as recommended by the Purchasing Division for a one (1) year term of the contract with the option to renew two (2) times if the prices remain the same. The Bid Tabulation is attached. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8590 accepting the Base Bid of Byrnes Mechanical Contractors, Inc., in the amount of \$618,000.00 for the replacement of Air Handling Unit Civic Center Banquet Hall Project, and further authorizing an authorized city representative, to enter into and execute a contract for said work. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8591 granting an exception to the Open Container Ordinance to ARCO (The Arc of Ouachita) for a fundraiser/party (Sippin' with the Skillies) pursuant to Monroe City Code Sec.

12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved Resolution No. 8592 granting an exception to the Open Container Ordinance to the City of Monroe for (Rolling on the Riverfront) pursuant to Monroe City Code Sec. 12-231 D. (open container ordinance), and further providing with respect thereto. (There were no public comments.)

Department of Administration:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8593 authorizing a designated city representative to enter into an Agreement with Travelers Insurance Company to provide insurance for the Monroe Transit System and further providing with respect thereto. (There were no public comments.)

Department of Planning & Urban Development:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to remove item (a) from the agenda Consider request from Tower Storage of Monroe/J. Gregory Hull for a Major Conditional Use Permit authorizing the use of this location (605 & 609 North 31st Street) to operate mini warehouses in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission. (There were no public comments.)

Mr. Harvey wanted to know what drove the removal of this item.

Mr. Brandon Creekbaum, City Attorney, stated the removal is tied to the Ordinance that is being considered later that will change the law to allow this and this was inadvertently put on the agenda before that was finally adopted.

Legal Department:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8594 authorizing the City of Monroe to enter into a Professional Services Agreement with Charles W. Herold III, APLC for Legal Services relating to the Kansas Lane – Garrett Road Connector Project (H.007300) and further providing with respect thereto. (There were no public comments.)

Mayor's Office:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8595 accepting and approving the Monroe Regional Economic Development Plan created under the United States Department of Agriculture (USDA) rural business development grant program.

Ms. Kenya Roberson, 116 Glenwood Drive, wanted the City to elaborate on what this Resolution is and what it includes.

Mrs. Kelsea McCrary, Chief Cultural & Economic Development Officer, stated this is a grant focused around rural regional economic development the Council approved in 2022 that was received from the United States Department of Agriculture (USDA).

Mrs. Meghan Risinger, Grant Writer, stated the City took a more of a regional approach instead of just the City of Monroe and the Parish outlined area also impacts the City. She said looking at the City as one entity and not the Parish as a whole would not do the plan justice when the City is looking forward to economic development. She said the City had a consultant and community stakeholders come in to have round table discussions. She said a subcontractor was hired to do data and studies to formulate the overarching plan going forward. She said there are priority projects that are ranked short, medium, or long term that would ultimately benefit the City's economic development. She said some of the projects will be the City's job to take the lead on and some will be another workforce development entity job. She said it not only looked at the City's projects but also other projects such as nonprofit or educational institutions.

Ms. Roberson wanted to know how the varies Chambers would be included within communications and projects.

Mrs. McCrary stated the plan in the Council packet have minor edits that have to occur, but the main components are there. She said its 70 pages long and some of that is very high level, some of that says, for example there's this workforce development grant that University of Louisiana at Monroe could use, there's this small business focus grant VCOM could use to expand what they are doing at small business development centers (SBDC). She said some of it is high level, some of it does get granular but there are definite recommendations around who the different partners will be but none of that is set in stone and yes the Chambers are involved.

Ms. Roberson stated she will hold Mrs. McCrary to that.

Ms. Woods wanted to know if the City is just looking at Ouachita Parish or some of the surrounding parishes as well.

Mrs. McCrary said like Ms. Risinger stated this does use the City as the tip of the spear for many of these projects, however, since ULM is involved and Delta would be involved in some of the projects, should the City decide to pursue them, this is not a specific plan this is the USDA saying here are some things that are beneficial based on the demographics, existing institutions, and existing partners. She said when the Council takes a look at that some of the stuff is flexible. She said that is where the City would come together to say what is most important or what is short term. She said the City has a gridded matrix for each section and there are three different sections for instance one focuses on infrastructure, and you will see how some of those things that are short term are already in play. She said some of the things that are 5 years to 10 years might switch places based on what happens in the next few years and what funding becomes available.

Mayor Ellis stated the way the City is seeing the notice of funding opportunity (NOFO) come down right now from all these different buckets that the Infrastructure Investment and Job Act (IIJA) is funding, or the way things are flowing down the City has to take a regional approach. He said especially the way a lot of these projects are in rubric for collaborating with the parish or collaborating with the university, the City scores higher taking a regional approach.

Mrs. McCrary stated it will be mainly seen in the workflow data, that's larger than just the City. She said the City can only do what it can do but the City is aware people move, live, and work regionally which will be seen in some of the appendices that they produced from what they are studying.

Ms. Woods said dealing with the USDA and it being rural the City has to include, and she wanted to see if the City has identified who is included.

Mayor Ellis noted the USDA considers the City rural when it comes to lending, not with grant distribution or their funding because of the City's population. He said there are opportunities as a city or municipality that the City can participate in under rural, but we're excluded from other funding opportunities. He said that is why it's important that the City bring regional partners together.

Mr. Marshall said he read some things in reference to small business retention arts and culture, and he wanted to know how the community would be involved in that process moving forward.

Mrs. McCrary said the team at Atlas Studios and USDA gave them a high level guided document and that's up to the City to determine who those partners are within the framework of that section. She said some of those conversations will occur now that the document is finished, and the City sees where those priority projects are laying out.

Ms. Woods wanted to know how much money was approved.

Mrs. McCrary said the City was approved \$99,000 and matched it with \$40,000. She said the Council will have the updated document soon.

Police Department:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8596 authorizing Mayor Friday Ellis to sign and accept a Louisiana Highway Safety Commission fy 2024 Traffic Safety Enforcement Grant and further providing with respect thereto. (There were no public comments.)

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8597 authorizing a designated city representative to execute no cost Close Out Change Order No. One (1) for the Young's Bayou Retention Area Project, between the City of Monroe and Womack & Sons Construction Group, LLC at the request of Louisiana DOTD and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved to remove item (b) from the agenda accepting as substantially complete work done by Womack and Sons Construction Group, LLC on the Young's Bayou Retention Area Project at the request of Louisiana DOTD and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8598 accepting the Young's Bayou Retention Area Project, between the City of Monroe and Womack and Sons Construction Group, LLC, at the request of Louisiana DOTD, and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved Resolution No. 8599 authorizing Mayor Friday Ellis to enter into a Cooperative Endeavor Agreement between the City of Monroe and the State of Louisiana through the Office of Community Development for the West Parkview Drainage Project and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8600 accepting as substantially complete work done by Womack and Sons Construction Group, LLC for the Monroe Tire Storage Building Project and further providing with respect thereto. (There were no public comments.)

(f) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8601 authorizing a designated city representative to execute Change Order No. One (1) for the Hadley Trunk Sewer Emergency Repair Project to decrease the contract amount by \$234,075.00 and further providing with respect thereto. (There were no public comments.)

(g) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8602 accepting as substantially complete work done by Hemphill Construction Company, Inc. for the Hadley Trunk Sewer Emergency Repair Project and further providing with respect thereto. (There were no public comments.)

(h) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8603 authorizing Mayor Friday Ellis to execute Supplemental Agreement No. 6 between Volkert, Inc. and the City of Monroe for the Kansas Lane Extension Project Phase 1 (h.007289) and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) 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 Katie Lee Banks, all rights, title, and interest that the City may have acquired to the Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition, Ouachita Parish, 1301 Georgia St., District 4, Monroe, La, by adjudication at Tax Sale dated July 13, 1999, and further with respect thereto. (legal) (There were no public comments.)

(b) Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance amending the Schedule of General Fees and Charges for certain Monroe Recreational Facilities, redesignating Aerobics as Instructor Led Programs, increasing the maximum allowable fee, and further providing with respect thereto. (Comm.Aff.)

Ms. Kenya Roberson, 116 Glenwood Drive, wanted to know what are the fees and the reason for the increase.

Ms. Patience Talley, Director of Community Centers and Programs, said currently in the ordinance there is an aerobics contract that allows the community to do line dancing, aerobics, hip hop fitness, and boxing but the community member that leads that class can only charge \$1.50 for their classes and the City gets 25%. She said they are imposing to not increase that fee from \$1.50 to \$15 but give the community a range between \$0 and \$15 to charge each participant. She said they will ensure that the prices and fee schedule is reasonable for the community because they know the community centers are in a lot of low income areas. She said they don't want to minimize the opportunities within the community centers.

Ms. Roberson stated her only concern is if there is a range from \$0 to \$15 who decides the actual cost and what entity is going to be subject to that charge. She further stated if there is not a set price then there could be an issue with favoritism or someone getting charged a different price. She wanted to know when they do the range will it still be a 25% split for the City.

Ms. Talley said yes.

Ms. Roberson said that is a wide range and the recreational centers are at the maximum that they can afford. She said if the City is talking about increasing those amounts it might be strenuous on the community. She said she thinks the City can charge something somewhere else other than the community centers.

Mr. Harvey wanted to know if the instructors set their price.

Ms. Talley stated that is a negotiation between the director and the instructor in which they will look at their certifications, the demographic of people that they are serving, and allow them to charge depending on her and the director's fee schedule.

Mr. Marshall wanted to know if there is a charted fee schedule.

Ms. Talley stated most of the community centers are doing aerobics which they are looking to charge \$5 for those classes. She said they don't just have low income citizens coming into the community centers and she said there are professional pickleball instructors charging \$85 everywhere else. She said the pickleball instructors want to do private lessons with the pickleball population but the max they could charge is \$15 if this ordinance is approved. She noted they consider the program and certification with everything that they are doing but they don't want to limit who they are allowing to lead programs with the community centers.

Ms. Roberson noted the City has the Monroe Civic Center and other venue spaces where the community can charge whatever the instructor wants to charge. She said she thinks the community centers should be for the community and for people who cannot rent the civic center or the Zoo pavilion. She further noted there are some senior citizens she knows that take Zumba classes.

Ms. Talley stated the Zumba classes at the community centers are paying \$25 for the rental and they are allowing or charging people for those classes \$5.

Ms. Roberson noted it is \$1.

Ms. Talley noted the community centers can't get a Zumba instructor that will charge \$1 anymore.

Ms. Roberson wanted to know why.

Ms. Talley stated the instructors aren't making any money and there is no benefit for them to charge \$1.

Ms. Roberson stated the City can drop their 25% because it is for the community.

Mr. Harvey stated the City has to charge something.

Ms. Roberson said she agrees.

Mayor Friday Ellis wanted to know if this decision was being made in a vacuum or did Ms. Talley speak with instructors that give the classes.

Ms. Talley stated they spoke with several instructors and the community center has a line dance instructor that has been doing classes for years. She said the instructor stated she may as well do the classes for free because she isn't making any money off of it and she further stated that is the only contract they have right now because of the fee. She said with the fee increase the community centers could potentially have fitness programs in all the community centers. She said that is an aspect of the community centers that is not being given to the public because they don't have staff fitness instructors. She said this is a benefit to the community, it is not to charge people a bunch of money, there is a range and she wanted to give them the leverage to feel they are valued.

Ms. Roberson stated she thinks the range needs to come before the Council.

Mr. Marshall said there needs to be a range for each program to make sure it will be fair across the board.

Mr. Brandon Creekbaum, City Attorney, stated this is setting a range from \$0 to \$15.

Mr. Marshall said it's a range but it's not a range for individual programs.

Ms. Talley stated because they don't want to minimize the programs.

Mr. Creekbaum noted this was set at a range from \$0 to \$15 to accommodate a broad range of programs. He further noted for example if someone wanted to come teach an art class and have a little built in for materials and supplies. He said that would fall under the instructor led programs and it was brought to include a broad range of programs.

Ms. Woods stated her only concern is the community centers went from a \$1 to \$15 why not stop at \$10. She further stated we know a lot of the people that use the facilities such as Marbles and Powell Recreation Center, even with the summer programs, people defray the cost so the children can go. She noted the City charges a fee and organizations come defray the cost. She said she doesn't have a problem because everything is going up but did the cost have to go up \$0 to \$15 why it couldn't go up \$0 to \$10.

Mrs. Dawson said maybe she is misunderstanding something, because she is hearing that this is not the City going up on fees, but it is just to give the people that are trying to bring business into the recreation centers. She said the City will broaden it to have a certain amount in different recreation centers and letting the instructor say what they will charge but the City is not saying what they have to charge but it is the range the instructor chooses to charge for their business. She said that it is not the City telling the instructor what to charge, right?

Ms. Talley said no.

Mr. Marshall wanted to know if it was at the discretion of the instructor.

Ms. Talley said it will be a conversation between the directors and the instructor. She said she wouldn't allow someone to come charge \$15 for Zumba and the directors would have to agree \$5 is what the community could probably afford for Zumba. She said if there was a pickleball instructor that said they would like to pay \$15 because they have a population of people that they charge that amount at other places. She said they only went to \$15 because she had this conversation with a pickleball professional that wanted to come to Saul Alder to host training to teach the skill of pickleball. She said that is the max she would allow anyone in the community to pay at the community centers for an instructor led program. She said for basic programs at the community such as aerobics or art classes \$5 would be the max.

Mr. Harvey said he understands both sides and the City will definitely have a need of space situations and if the City doesn't increase the rates, you're not going to have programs. He said ultimately people will decide what they're going to pay for, and he thinks potentially what Ms. Roberson was alluding to is how do the City decide what the prices are going to be. He noted for example Zumba rates are \$5 a person and classes go down to nothing. He said does the City review the policy and say maybe this made sense at \$3 to \$4 so the program can go back into the centers. He further noted ultimately he wants to see the centers full across the City.

Mrs. Dawson stated that is only if the instructor says they want to move down \$3 or \$4.

Mr. Harvey said the City has to mutually agree to the price.

Mr. Creekbaum said what he thinks Ms. Talley is driving at, right now the City has a dearth of instructor led programs and people aren't beating down the City's doors to charge \$1.50 which is the mandated price. He said the City isn't getting any new or diverse programming with people trying to come in to teach these programs. He said allowing opportunity for an instructor to come in and say this is what they think their time is worth and Ms. Talley and her group looks at it. He noted Mr. Harvey is right, if the community takes a look at that and see the instructor is offering a class for \$5 and don't want to pay while they are not going to come, and the instructor can rethink if it's worth their time to teach that class or lower the price. He said without that flexibility and what they can charge because some programming might be worth more to others than other programming.

Ms. Woods said she thinks everyone clearly understands the part about flexibility and the City is not doing the range. She wanted to know what is the range right now.

Mr. Creekbaum stated it is a mandated \$1.50. 0

Ms. Woods said to go to \$15 you still might not accomplish what you are trying to accomplish because you might be putting it at a point where people might be outpriced for the better programs. She said pickleball would probably go over very well at Saul Alder but that would be something new we would like to introduce in some of the other recreation centers but if the cost on that program is \$15 the chances are you will get less participation at Marbles because people might not have \$15 to come for pickleball. She said she learned that game, which is a great sport she believes and does the City have to jump on a range so big, could it have been \$10 instead of \$15.

Mr. Marshall stated he understands the range but his concerns, for example, for art, one artist that can only charge \$10 and then another artist that may be at the same level or better but can only charge \$8. He said then the City has a window in the community where someone can say they only allowed me to charge \$8 and somebody else charged \$10.

Mayor Ellis said the City is assuming things will or will not work but currently there is no other option. He said when the range is provided the City will ultimately figure out whether it is working or not. He said if not the City can definitely see the oversight because ultimately he is sure the will of the Councilmembers is the same will of Community Affairs, they want to see these programs succeed. He said if there is no participation in it the City has the opportunity in certain centers to say the City can adjust but right now if you have another center willing to pay for it but can't get an instructor what does the City do at that point.

Mr. Creekbaum stated he thinks Mr. Marshall's concern is, he doesn't want Community Affairs telling one artist they can charge \$5 and another artist you can charge \$7 with no reason. He said the answer to that concern is that is not what Ms. Talley, or her group will be doing. He further stated it will be the artist proposal for a price and saying they want to charge at this price point and Ms. Talley taking a review of it. He said it is to try and encourage a price point where people will come take the class as opposed to dictating the price to the person.

Mr. Marshall stated they want to encourage that most definitely.

Mrs. Dawson said in other words, someone can say, they want to come into Emily P and only charge \$2 for aerobics but somebody else can say they want to charge \$4 but at Benoit. She stated its pretty much the instructor giving the City a price and not them having a price just because they are in this category.

Ms. Talley said yes.

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

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

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

(b) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,195 Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant - Sanjib Datta - (PUD/P&Z) (There were no public comments.)

Ms. Woods said she doesn't have a question, but she has a statement. She said she has had numerous conversations with Mr. Datta, and she wanted to thank him for coming into District 3 proposing to make a 10 million dollar investment. She said she has gotten a lot of conversation around it but in the scheme of things, for the record, this property is sitting vacant, and nothing is being done with it. She said the fact that Mr. Datta is willing to come to Monroe and make this investment and the concern she has been getting is that the City doesn't want it to be another Windsor Inn, and she has mentioned that to Mr. Datta. She said she thinks the City have the opportunity to make sure it does not become Windsor Inn because it will be dependent upon the people who live there. She said she thinks at the end of the day the fact that the City is proposing to do it the way Mr. Datta is proposing to do it. She said it will give the residents more rights as renters as opposed to Windsor Inn and if there are things that they are unhappy with or unclear with you have the maintenance department on sight these kind of issues will be addressed. She noted she thinks at the end of the day this is going to be good for all that is involved.

Mr. Brandon Creekbaum said just so the record is clear, and we ever have to read the minutes of this one day to clarify the vote on this ordinance. He stated a vote yes is to reject the Planning Commission denial and to approve the project. He further stated a vote no is to accept the Planning Commission recommendation and deny the project. He said the Planning Commission voted to deny it but the way the ordinance is written if the Council votes yes tonight they are saying they disagree with the Planning Commission and the Council will approve this project.

Ms. Woods said in other words, yes is approving it and saying Mr. Datta can go forward with the project and no is saying the Council is upholding what the Planning Commission said.

Mr. Marshall thanked Mr. Datta for investing and voted aye.

Mayor Ellis thanked Mr. Datta and He stated Mr. Datta came into the community and met with the right folks to set his vision forward and invest.

Mr. Sanjib Datta said he is looking for a long term partnership.

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

(c) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,196 Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto - Applicant - Cody Bauman/Biomedical Research & Innovation Park - (PUD/P&Z) (There were no public comments.)

Mayor Ellis wanted to clarify that the Applicant is Biomedical Research & Innovation Park.

Mr. Creekbaum stated it is a typographical error on the agenda and it is reflected correctly in the ordinance.

Mr. Harvey stated just for clarification the Applicant is Cody Bauman/Biomedical Research & Innovation Park.

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

(d) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,197 Ordinance Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use District, Table 3.3 Commercial Districts Permitted and Conditional Uses and providing with respect thereto. (PUD/P&Z) (There were no public comments.)

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

(e) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,198 Ordinance accepting the donation from Vincent David Ditta to the City of Monroe of a 1.680 acre tract of immovable property needed for the Ruffin Drive-Water Distribution System Improvements Project and further providing with respect thereto. (Legal) (There were no public comments.)

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

Ms. Juanita Woods
Vice Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary



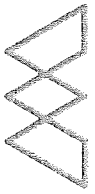
MEMO

DATE: October 4, 2023
TO: CAROLUS RILEY
FROM: MARY LOU HARRISON *M/LH*
RE: CONDEMNATIONS FOR CITY COUNCIL ON OCTOBER 10, 2023

Please place the following condemnations on the agenda for the City Council on October 10, 2023.

1. 312 Marx St. (D5) (Owners – Alvin Jackson and Michelle Freeman)
2. 1409 Griffin St. (D3) (Owners – William Dunnaway & Caslean Lankford)
3. 1012 Columbia Ave. (D3) (Owners – Antonio Moore and Roberta Moore)
4. 1205 St. John St. (D4) (Owners – Jome Paul & Nancy A. Mauldin)

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



CITY OF MONROE

TAXATION & REVENUE
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License for October 10, 2023 Council Meeting

Date: September 21, 2023

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

NEW ALCOHOL LICENSE

CLASS - A (1)

1. Business: Cloud Busters/Cloud Busters Vape Shop LLC
2404 Old Sterlington Rd.
Monroe, LA 71203

Owner: Gaffer Mafhahi
2400 Old Sterlington Rd.
Monroe, LA 71203

CO-CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO A FELLOWSHIP AGREEMENT WITH ULM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the University of Louisiana at Monroe and the City of Monroe desire to enter into an agreement to provide fellowship placement opportunities to qualified students within ULM's Masters in Public Administration program within the City's Department of Planning and Urban Development; and

WHEREAS, a copy of the proposed Fellowship Agreement is attached hereto and made part hereof.

NOW, THEREFORE, BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Fellowship Agreement between the City of Monroe and the University of Louisiana at Monroe.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

FELLOWSHIP AGREEMENT

This Agreement is entered into on the ____ day of October 2023, by and between the City of Monroe (“City”) and the University of Louisiana at Monroe (“ULM”).

I. Introduction and Objective

The City and ULM desire to enter into this Agreement to provide placement opportunities within the City’s Department of Planning and Urban Development for qualified students currently enrolled in ULM’s Public Administration Master’s Program. The purpose of this Agreement is to provide educational and experiential opportunities to those students, coordinate and strengthen the student’s learning experience by integrating on-campus studies with closely related work-experience, and increase the number of leaders who are devoted to public service.

II. Effective Date and Duration

The term of this Agreement shall become effective upon the date of the last signature below and shall expire on May 31, 2024, unless extended or terminated sooner under provisions identified with this Agreement.

III. Scope of Cooperation

A. ULM agrees to:

1. Recruit, screen, select, and match candidates (“Fellow”) that suit the City’s need(s);
2. Provide the City with appropriate personal and academic information on qualified Fellow applicants, upon written authorization by the Fellow;
3. Facilitate and coordinate the interview process as a service to both the Fellow and City;
4. Award credit to participating Fellows who have met the academic requirements of their program;
5. Provide ongoing program evaluation;
6. Administer, handle, and oversee all personnel matters related to the Fellow’s participation in the program with the City;
7. Inform the City and Fellow any actions which affect the City-Fellow relationship;
8. Use funds from the Sponsor Fee to provide compensation or stipends to the Fellow(s) for the participation in the program identified in this Agreement;
9. Coordinate the recruitment and selection of a replacement in the event that the Fellow

terminates their relationship with the program or City prior to the conclusion of the semester. If ULM is not able to coordinate a suitable replacement Fellow, ULM shall pro-rate the City Sponsor Fee (defined below) accordingly.

B. City agrees to:

1. Provide a Fellow placement in the City's Department of Planning and Urban Development for a duration of one (1) semester. The City may renew the Fellow placement for up to one (1) additional semester.
2. Consider qualified Fellow students prescreened and recommended by ULM's Public Administration Masters Program;
3. Provide the Fellow with an orientation to the City upon acceptance by the City of the Fellow, and to the extent possible, provide Fellow with an overview of all applicable Planning and Urban Development aspects, including organization and management structure, technical and development issues, and major industry, labor, health, environmental, and community issues impacting the City.
4. Coordinate with the Fellow's faculty supervisor to determine the Fellow's activities and scheduling and to develop specific learning objectives that coincide with the Fellow's career goals and academic programs;
5. Provide the Fellow with meaningful assignments which, within the confines of the City's needs, that will enhance and complement the Fellow's academic program at ULM;
6. Provide customary access to office-related materials, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of the Fellow's tasks, unless the City has notified ULM of any inability to provide such customary work-related costs. Any equipment assigned to Fellow under this agreement shall be governed by the City's rules and policies.
7. Communicate any unexcused absences taken by Fellow to ULM;
8. Evaluate and provide feedback on each Fellow at least once per placement, including discussing the evaluation with the Fellow and completing all internship evaluation forms required by ULM;
9. Notify ULM of any actions that may affect the Fellow's standing in the program;

IV. Consideration

The City agrees to pay ULM, from available and authorized funds, the amount of \$5,000.00 per Fellow for each semester placement (the "Sponsor Fee"). The City shall not be responsible for any other costs, including stipends, wages, administrative costs or fees, or any other direct or

incidental costs, unless specifically approved by the City in writing. The City's payment to ULM shall be made no later than the end of the first month in which the Fellow begins work.

V. Fellow Status

Fellow shall not be considered an employee of the City, shall not be compensated directly by the City, and will not be eligible to receive health, pension, or any other employment-related benefits from the City; the City's sole obligation is to remit the Sponsor Fee to ULM. ULM shall be solely responsible for any payments or stipends issued to Fellow for Fellow's placement and for issuing any required tax forms to report payments to the Internal Revenue Service.

VI. Insurance

- A. ULM shall maintain professional and general liability insurance, in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for itself and the Fellow(s) participating under this Agreement and shall name the City as an additional insured with respect to any claims arising out of or in connection with this Agreement.
- B. ULM shall maintain workers' compensation insurance or coverage for the Fellow(s) in the amounts required by applicable law.
- C. ULM shall provide the City a certificate of insurance evidencing the insurance coverage upon execution of the Agreement and shall provide current certificates upon request prior to Fellow(s) start date with the City.

VII. Indemnification

To the extent permitted under law, City shall indemnify ULM against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, or arising out of, or related to the negligent acts or omissions by City or its officers, employees, or agents acting within the course and scope of their employment under this Agreement; provided, however, that City shall not be required to indemnify ULM for any such liability arising out of the wrongful or negligent acts of ULM, its officers, employees or agents.

To the extent permitted under law, ULM shall indemnify City against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, resulting from, or arising out of, or related to the negligent acts or omissions by ULM or its officers, employees, or agents acting within the course and scope of their employment under this Agreement; provided, however, that ULM shall not be required to indemnify City for any such liability arising out of the wrongful or negligent acts of City, its officers, employees or agents.

VIII. Termination

This Agreement may be terminated by the mutual consent of the parties at any time or by either party upon sixty (60) days prior written notice to the other party. Upon termination of this Agreement, the party receiving notice shall immediately cease all activities under this Agreement,

and each party shall deliver to the other party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

IX. Amendments

The terms of the Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written Amendment signed by the City and ULM.

X. Non-Discrimination

In their respective performances under this Agreement, no party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, or any other category protected by law. Moreover, each party shall comport its performance with all applicable federal and state anti-discrimination acts and associated regulations.

XI. Entire Agreement and Severability

The foregoing Agreement represents the entire Agreement between the parties. If any provision of this Agreement is held to be unlawful, invalid, or unenforceable, then that provision is hereby deemed to be severable from the remainder of this Agreement.

XII. Governing Law

This Agreement shall be construed under and enforced in accordance with the laws of the State of Louisiana.

XIII. Notices

All notices issued under this Agreement shall be sent as follows:

To City:

City of Monroe
Legal Department
P.O. Box 123
Monroe, LA 71201

To ULM:

City of Monroe, Louisiana

University of Louisiana at Monroe

Stacey Rowell, Director of Administration

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO SUBMIT AN APPLICATION FOR STATE FINANCIAL ASSISTANCE TO THE STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, DIVISION OF AVIATION (LA DOTD) FOR THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft;

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation ("DOTD-AD"), is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public;

WHEREAS, the City of Monroe, hereinafter referred to as "Sponsor," has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Monroe Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and

WHEREAS, DOTD-AD is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that:

Section 1. The Sponsor does hereby formally request that the DOTD-AD provide funds required to complete airport improvements at the Monroe Regional Airport as described in Monroe Regional Airport's Capital Improvement Program and in the City's Application for State Financial Assistance dated November 1, 2023, and Mayor Friday Ellis is authorized to apply for such financial assistance;

Section 2. The City hereby assures DOTD-AD that all necessary servitudes, rights-of-way, rights of ingress and egress, and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of any such improvements;

Section 3. The Sponsor will save and hold the said DOTD-AD, its officers, agents, and employees harmless from any liability or claim for damages arising out of the improvements, including death or injuries to third parties including, but not limited to, liability or claims for damages arising out of the negligence of said DOTD-AD, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against DOTD-AD as a result of the improvements;

Section 4. Friday Ellis, Mayor of the City of Monroe, be and is hereby authorized and directed to evidence any agreements by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and

regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution; and

Section 5. This resolution shall be in full force and effect from and after its adoption.

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 October 2023.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO EXECUTE A SUPERSENDING AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT AND THE CITY OF MONROE FOR THE LA 15 (WINNSBORO ROAD) STREETSCAPING PROJECT (H.007531) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development entered into an agreement in January 2012 for the LA 15 (Winnsboro Road) Streetscaping Project; and

WHEREAS, to cooperate in the financing and delivery of the project, the City and DOTD desire to enter into a supersending agreement, which is attached hereto and made part hereof, to construct cement concrete sidewalks and sidewalk lighting along Winnsboro Road (LA 15) from South 2nd Street to approximately Michael Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis, be and is hereby authorized to execute the attached supersending agreement between the City of Monroe and the Louisiana Department of Transportation and Development.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



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

John Bel Edwards, Governor
Eric Kalivoda, Secretary

August 21, 2023

Mr. C. Morgan McCallister, PE – City Engineer
City of Monroe
801 N. 31st St.
Monroe, LA 71201

RE: **Original Agreement**
State Project No. H.007531 (Superseding)
F.A.P. No. H007531
LA 15 (Winnsboro Road) Streetscaping
Ouachita Parish

Dear Mr. McCallister:

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

We have 2 options for submitting signed agreements:

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

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

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

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

Sincerely,

Tonya Robertson
Contract/Grants Reviewer Manager

TR: ej
Attachments
pc: Mr. Stephen Meek

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.007531 (SUPERSEDED)
FEDERAL AID PROJECT NO. H007531
LA 15 (WINNSBORO ROAD) STREETSCAPING
OUACHITA PARISH

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

WITNESSETH: That;

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

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

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

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

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

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

WHEREAS, the parties agree that upon final approval of this agreement, it will supersede the January 6, 2012, Original Agreement for this project in its entirety; and

Revised 10/22/2021

Entity/State Agreement
S.P. No. H.007531 (Superseding)
F.A.P. No. H007531
LA 15 (Winnsboro Road) Streetscaping
Ouachita Parish
Page 2 of 21

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

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

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct Portland cement concrete sidewalks and sidewalk lighting. This project will consist of the construction of approximately 4500 linear feet of sidewalk on both sides of Winnsboro Road (LA 15) from South Second Street to approximately Michael Avenue on state right-of-way and related work, in the City of Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.007531 and Federal Project No. H007531**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

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

Responsibility Table Roadway Control Section 026-10			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	
Environmental Process	Yes	No	
Pre-Construction Engineering	Yes	No	
Rights-of-Way			
Appraisal/Valuation Services	Yes	No	
Appraisal Review	Yes	No	
Acquisition/Relocation Services	Yes	No	
Other Right of Way Services	Yes	No	
Permits Necessary for Project	Yes	No	
Utility Agreements (Clearance/Relocation)	Yes	No	
Utility Permits	Yes	No	
Construction	Yes	No	
Construction Engineering Administration and Inspection	Yes	No	
Construction Engineering Testing	Yes	No	
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

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

Funding Table ¹ Roadway Control Section 026-10			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	100%	0%	
Appraisal Review	100%	0%	
Acquisition/Relocation Services	100%	0%	
Other Right of Way Services	100%	0%	
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	100%	0%	
Utility Permits	100%	0%	
Construction	20%	80%	(Additional Approved Federal Funds past original limit) 20% Entity, 80% Federal
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

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

²Includes railroads

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

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

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

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

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

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

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

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

ARTICLE III: PROJECT RESPONSIBLE CHARGE

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

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

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

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

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

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

ARTICLE IV: PERIOD OF PERFORMANCE

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

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

ARTICLE V: CONSULTANT SELECTION

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

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

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

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

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

ARTICLE VI: ENVIRONMENTAL PROCESS

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

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

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

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X: PERMITS

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

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

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

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

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

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

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

ARTICLE XII: BIDS FOR CONSTRUCTION

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

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

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV: SUBCONTRACTING

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

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

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

ARTICLE XV: DBE REQUIREMENTS

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

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

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

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

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

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

by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

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

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

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

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

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

ARTICLE XVII: RECORD RETENTION

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

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

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

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

ARTICLE XVIII: CANCELLATION

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

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

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

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

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

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

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

ARTICLE XX: INDEMNIFICATION

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

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

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction-- DOTD

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

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

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

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

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

Construction-- Entity

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

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

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

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

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

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

ARTICLE XXII: COMPLIANCE WITH LAWS

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

ARTICLE XXIII: VENUE

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

Entity/State Agreement
S.P. No. H.007531 (Superseding)
F.A.P. No. H007531
LA 15 (Winnsboro Road) Streetscaping
Ouachita Parish
Page 21 of 21

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

CITY OF MONROE

BY: _____

Typed or Printed Name

Title

72-6000903

Taxpayer Identification Number

DDCPKHUG8KU5

Unique Entity ID Number

20.205

Assistance Listing Number (ALN)

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING MAYOR FRIDAY ELLIS TO ENTER INTO A UTILITY RELOCATION AGREEMENT BETWEEN THE CITY OF MONROE AND THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE KANSAS LANE AND GARRETT ROAD CONNECTOR AND I-20 INTERCHANGE IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe desires to enter into a utility relocation agreement with the Louisiana Department of Transportation and Development to complete the Kansas Lane and Garrett Road Connector and I-20 Interchange Improvements Project;

WHEREAS, the Kansas Lane and Garrett Road Connector and I-20 Interchange Improvements Project will include the design and construction of a new four-lane at-grade connector between Kansas Lane and Garrett Road at LA Highway 594 (Millhaven Road), a new overpass over the Kansas City Southern Railroad, and the widening of Garrett Road and an additional overpass over I-20; and

WHEREAS, a copy of said Utility Relocation Agreement is attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis, be and is hereby authorized to enter into the attached Utility Relocation Agreement between the City of Monroe and the Louisiana Department of Transportation and Development for the Kansas Lane and Garrett Road Connector and I-20 Interchange Improvements Project.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-4851

John Bel Edwards, Governor
Eric Kallivoda, Secretary

August 25, 2023

Mr. Arthur Holland, Interim City Engineer
City of Monroe
P.O. Box 123
Monroe, LA 71201

RE: **Utility Relocation Agreement**
State Project No. H-007300
F.A.P. No. H007300
Kansas Lane Garrett Road Connector and I-20 Impr.
Ouachita Parish

Dear Mr. Holland:

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

We have 2 options for submitting signed agreements:

1. You may print 2 copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: **DOID, Attention: Halie Belin, P.O. Box 9245, Room 405HH, Baton Rouge, LA 70804-9245, undated.**
2. Or, you may DocuSign the agreement, and email it to: **halie.belin2@la.gov**. Please make sure to include the current resolution with the DocuSigned agreement.

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

If you have any questions or comments, please contact Halie Belin at (225) 379-1891 or email at **halie.belin2@la.gov**.

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

Sincerely,

Tonya Robertson
Contract/Grants Reviewer Manager

TR: hb
Attachments
pc: Ms. Catherine Mastin

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

UTILITY RELOCATION AGREEMENT
STATE PROJECT NO. H.007300
FEDERAL AID PROJECT NO. H007300
KANSAS LANE GARRETT ROAD CONNECTOR AND I-20 IMPR.
OUACHITA PARISH

THIS AGREEMENT, made and executed in two originals on this _____ day of _____, 2023, by and between the Louisiana Department of Transportation and Development, hereinafter referred to as DOTD, and City of Monroe, hereinafter referred to as Entity;

WITNESSETH: That;

WHEREAS, DOTD is presently preparing plans to construct widen Garrett Road to 4 lanes from Huntington Drive to LA 594, and construct a new 2-lane roadway (Kansas-Garrett Connector) connecting Garrett Road and Kansas Lane. This project includes construction of a concrete girder bridge over I-20, and construction of a concrete girder and steel span bridge over LA 594 and the KCS RR for the Kansas-Garrett Connector, improvements to LA 594 and the I-20 ramps at Garrett Road, construction of 5 roundabouts, and widening I-20 from US165 to E of Garrett Road to 3 lanes in each direction, and

WHEREAS, the Project requires the relocation of utilities owned by the Entity; and

WHEREAS, DOTD is agreeable to relocate the utilities as a part of its construction project and the Entity agrees that, upon completion of the Project, Entity will be responsible for ownership, maintenance, and operation of the relocated utilities, including any shutdowns, loss of service, corrective work and permits in connection with the relocated utilities.

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

The foregoing recitals are hereby incorporated into this agreement.

ARTICLE I

For the purpose of identification, the construction of the project, including the proposed relocation of utilities, will be designated as State Project No. H.007300 and Federal Project No. H007300.

ARTICLE II

Prior to advertisement of DOTD's construction project, Entity will acquire all rights of way or servitudes necessary for the relocation of the utilities, to the extent that relocation occurs outside of DOTD-owned property. Entity will furnish all services incidental to the acquisition of all servitudes which may be required for the relocation of utilities for the Project described herein.

ARTICLE III

Entity shall, at its own expense, prepare complete plans and specifications to relocate the utilities.

ARTICLE IV

Entity agrees to allow the DOTD, its contractor, or employees or agents thereof to modify the utility installation as part of the DOTD's construction project. Entity agrees to accept ownership and maintenance of any utility installations newly constructed or modified as part of the DOTD's construction project, upon final acceptance of such construction project by the department. Thereafter, Entity shall maintain and operate its facilities and appurtenances which are relocated pursuant to this Agreement at its own cost and expense. Entity agrees to apply for and secure all permits necessary for Entity facility (ies) which are newly constructed or modified as part of the DOTD's construction project, including but not limited to permits from the DOTD for such facilities that are to remain in or are relocated within DOTD's right-of-way for above named project.

DOTD will have exclusive control over DOTD's construction and construction engineering and inspection (CE&I) contractors for the Project, including but not limited to, such contractors' work regarding the Entity facility (ies) that are covered by this agreement. Notwithstanding the foregoing, the Entity will have responsibility for all quality assurance, inspection, and testing necessary to secure any permits related to the facility (ies) and/or to bring the facility (ies) into successful operation. The Utility may also conduct other inspections of construction and installation of the utility Entity (ies) that are covered by this agreement, provided that it shall coordinate its inspection with the DOTD Project Engineer, and the Entity shall not interfere with work of the contractor of DOTD.

ARTICLE V

Upon completion of construction of the Project, Entity shall be responsible for any defects, shutdowns, loss of service, corrective work, and permits in connection with the relocated utilities.

ARTICLE VI

The cost of the utility relocation work to be incorporated into DOTD's construction project is estimated to be \$1,400,000.

DOTD will fund the cost of relocating the utilities.

ARTICLE VII

Entity shall hold DOTD, its officers, agents and employees, harmless from any and all liability or claim for damages arising out of the project including death or injuries to third parties, which claims arise out of negligence of the Entity, its officers, agents or employees. Entity shall indemnify, save harmless, and defend DOTD, its officers, agents and employees, against any and all claims, demands, suits and judgments for sums of money allegedly due to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any act or omission, operation or work of Entity, its agents, servants or employees while engaged upon or in connection with the obligations assumed herein or the services required or performed by Entity or resulting from the ownership, possession or control of the utilities being relocated.

ARTICLE VIII

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

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

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

ARTICLE IX

This agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Utility Relocation Agreement
S.P. No. H.007300
F.A.P. No. H007300
Kansas Lane Garrett Road Connector and I-20 Impr.
Ouachita Parish
Page 4 of 5

ARTICLE X

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

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

CITY OF MONROE

BY: _____

Typed or Printed Name

Title

Taxpayer Identification Number

Unique Entity ID Number (SAM)

Assistance Living Number (ALN)

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

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY KEPPEL TRUCKING & DIRT CONTRACTING, LLC FOR THE CHENNAULT GOLF CART PATHS IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Kepper Trucking & Dirt Contracting, LLC on the Chennault Golf Cart Paths Improvements project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Kepper Trucking & Dirt Contracting, LLC on the Chennault Golf Cart Paths Improvements Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Chennault Golf Cart Paths Improvements Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: Kepper Trucking & Dirt Contracting, LLC

CONTRACT FOR: City of Monroe
Chennault Golf Cart Paths Improvements

CONTRACT DATE: July 17, 2023

DATE OF SUBSTANTIAL COMPLETION: September 14, 2023

TO: City of Monroe and Kepper Trucking & Dirt Contracting, LLC

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

No punch list of items needs to be completed. A 45 day lien period will begin upon execution of this Substantial Completion.

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

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

C. Morgan McCallister, P.E.

C. Morgan McCallister
City of Monroe

09-28-23

Date

The contractor accepts the above Certificate of Substantial Completion.

Eddie Kepper, Owner

Eddie Kepper
Kepper Trucking & Dirt Contracting, LLC

9-28-2023

Date

OWNER'S CERTIFICATE OF ACCEPTANCE

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

CITY OF MONROE

Stacey Rowell, Director of Administration

Date



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-CLIENT AGREEMENT

AMENDMENT No. 6

Date: September 11, 2023

NOW THEREFORE, THIS AMENDMENT No. 6 modifies the Agreement dated September 19, 2018 made by and between Burns & McDonnell Engineering Company, Inc., (hereinafter called CONSULTANT), and City of Monroe, Louisiana (hereinafter called CLIENT) for the following Project: Monroe Water Treatment Plant Expansion and Improvements Project. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended as follows:
Professional Engineering Services During the Water Treatment Plant Construction Phase and Resident Project Representative (RPR) Services Tasks 24 through 29 are added to the scope of services as described in Exhibit A – Scope of Services.
2. The following adjustments are made to the CONSULTANT's compensation:
*Tasks 24 through 29 of the Scope of Services will be completed on a time and materials basis with a not to exceed limit of Five Hundred Thirty-One Thousand Dollars (\$531,000.00).
A detailed fee estimate is included as Exhibit B. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on CONSULTANT's hourly labor billing rate plus reimbursable expense basis. A rate schedule is provided as Exhibit C.*
3. The time for completion of CONSULTANT's Services is adjusted as follows:
*Tasks 28 and 29 will be completed in conjunction with the current construction schedule, with Phase 2 Substantial Completion date of 4/4/2024 and Final Completion date of 5/19/2024.
Tasks 24, 25, 26 and 27 will be completed within 240 days after the Phase 2 Substantial Completion date for construction.*
4. Other changes to the Agreement, if any, are stated below:
None.
5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

CLIENT: City of Monroe, Louisiana

CONSULTANT: Burns & McDonnell
Engineering Company, Inc.

By: _____ By: _____

Name: _____ Name: Darin Brickman, P.E.

Title: _____ Title: Vice President

EXHIBIT A

SCOPE OF PROFESSIONAL ENGINEERING SERVICES

MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT

**AMENDMENT NO. 6
ADDITIONAL SERVICES**

SCOPE OF SERVICES

For purposes of this Scope of Services, City of Monroe, Louisiana is hereafter referred to as the CLIENT and Proposer is hereafter referred to as the CONSULTANT.

TASK 24 – ENGINEERING OPERATIONAL ASSISTANCE AND JAR TESTING

- 24.1 CONSULTANT will provide one Electrical Engineer on-site at the WTP to assist CLIENT with operation of new facilities. This will consist of up to ten (10) working days on-site over a maximum of two trips.
- 24.2 CONSULTANT will provide one Process Engineer on-site at the WTP to assist CLIENT with operation of new facilities. This will consist of up to fifteen (15) working days on-site over a maximum of three trips.
- 24.3 CONSULTANT will conduct Jar Testing to evaluate new chemical dosing and provide operational recommendations to CLIENT.
 - 24.3.1 CONSULTANT will provide two engineers to conduct testing.
 - 24.3.2 Jar testing will consist of two (2) testing sessions at the WTP, with each session including up to three (3) days of testing. Testing plan will be developed based on input from CLIENT staff related to operational goals.
 - 24.3.3 CONSULTANT will provide Technical Memorandum summarizing data, test results, and recommendations.

TASK 25 – O&M MANUAL/OPERATIONAL NARRATIVE AND OPERATOR TRAINING

- 25.1 CONSULTANT will develop an Operation and Maintenance (O&M) Manual for the WTP Rehabilitation and Expansion Project (PROJECT).
 - 25.1.1 Manual will contain major system descriptions and general operating procedures for the plant, exclusive of specific equipment O&M details. Procedures will focus on proper operating parameters such as chemical dosing, disinfection, etc.
 - 25.1.2 Troubleshooting matrices will be included for addressing overall systems such as pumping, chemical feed systems, filters, etc.

25.1.4 A draft Manual will be generated for CLIENT's review and comment, and a final version will be developed from these comments. One (1) bookmarked PDF file of the draft Manual will be provided to the CITY at the time of Final Completion.

25.1.6 O&M information for specific pieces of equipment will not be included in the CONSULTANT's O&M Manual. CONSULTANT's O&M Manual will reference Contractor documentation for these items.

25.2 CONSULTANT will develop operational training materials and conduct on-site training for CLIENT staff.

25.2.1 Training materials will consist of presentations describing the major treatment process components of the PROJECT, goals of the treatment processes, and guidelines for operation of these processes.

25.2.2 On-site training will be provided as multiple sessions spread out over three working days in one trip.

25.2.3 A recording of the training presentations will be provided to CLIENT at the time of Final Completion.

TASK 26 -- WTP RERATING AND COORDINATION WITH LDH

26.1 CONSULTANT will conduct tracer study in each of three treatment trains to evaluate flow path and determine baffling factor for CT calculations.

26.1.1 CONSULTANT will provide one engineer on-site for up to one week to conduct tracer study.

26.1.2 Tracer study plan will be developed with input from CLIENT staff. CLIENT will provide tracer chemical and any required equipment and operation to store, feed, and monitor the tracer chemical.

26.1.3 CONSULTANT will provide Technical Memorandum summarizing the tracer study test methods, data obtained, and resulting baffle factors.

26.1.4 CONSULTANT will assist CLIENT in submitting Technical Memorandum to LDH and coordinating with LDH for modification to CLIENT's CT calculations.

26.1.5 CONSULTANT will revise CT Template spreadsheet for CLIENT's use to calculate and report CT values based on the tracer study results following LDH's approval of the modified CT calculations.

26.2 CONSULTANT will assist CLIENT with development and execution of a filter high-rate testing period.

26.2.1 CONSULTANT will provide written filter high-rate testing plan for submission to LDH prior to testing. 26.2.2 CLIENT will operate and monitor the high-rate testing. CLIENT will provide data to CONSULTANT weekly for review and at the end of the test period for full analysis.

26.2.3 CONSULTANT will provide Technical Memorandum summarizing the high-rate test results and justification for hydraulic rating of the WTP filters.

26.2.4 CONSULTANT will assist CLIENT in submitting Technical Memorandum to LDH and coordinating with LDH for re-rating of the existing WTP filters.

TASK 27 – UPDATE EXISTING RISK MANAGEMENT PLAN

27.1 CONSULTANT will update the existing WTP Risk Management Plan to account for the new chlorine and ammonia storage and feed systems and injection points. CLIENT will provide electronic copy of current Risk Management Plan documents.

27.2 CONSULTANT will update the existing WTP Process Hazard Analysis, in conjunction with CLIENT input, and Table 7.1 of the existing WTP Risk Management Plan.

27.3 CONSULTANT will update the drawings, figures, and maps of the existing WTP Risk Management Plan related to changes made to the WTP during the PROJECT.

TASK 28 – ADDITIONAL RPR SERVICES

28.1 Provision of 343 hours of overtime RPR hours through April 30, 2023 to supervise work performed by the Contractor outside of the contracted 40 working hours per week.

28.2 Extend full-time RPR services as outlined in Task 23 of Amendment No. 5 to cover 64 days of extended contract time between CLIENT and Contractor as agreed to in Change Order No. 9. RPR services provided by CONSULTANT will include a full-time lead RPR at 40 hours per week for 9 weeks, for a total of 360 hours.

TASK 29 – ADDITIONAL ENGINEERING SERVICES

29.1 Provision of Out of Scope services to CLIENT throughout the duration of the PROJECT. Out of Scope work includes the following:

29.1.1 CONSULTANT development of Issued for Construction documents and Change Order documentation for the addition of the electrical generator (Bid Alternate No. 3) into the PROJECT via Change Order No. 1.

29.1.2 CONSULTANT provision of additional engineering services related to revising the design of the Public Address (PA) system in the Chemical and Administration Buildings.

29.2 CONSULTANT will provide additional engineering services for work remaining to revise the design of the PA system in the Chemical and Administration Buildings.

29.2 Extend construction phase engineering services to cover 64 days of extended contract time between CLIENT and Contractor as agreed to in Change Order No. 9. Additional services provided by CONSULTANT will include project management and engineering at 22 hours per week for 9 weeks, for a total of 198 hours.

RESPONSIBILITIES OF CLIENT:

CLIENT will, within a reasonable time, so as not to delay the services of CONSULTANT:

1. Provide full information as to CLIENT's requirements for the PROJECT.
2. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.
3. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services under this AGREEMENT.
4. Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by CONSULTANT and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the PROJECT.
6. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed under this AGREEMENT. Such person will have complete authority to transmit instructions; receive information; interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT; and other matters pertinent to the services covered by this AGREEMENT.
7. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the CONSULTANT.
8. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in PROJECT.
9. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
10. Payments for review of permits, drawings, and specifications by governmental agencies.

11. CLIENT to provide review of RFIs responses or technical submittals within equivalent timeframes as CONSULTANT outlined herein.
12. Payments for special consultants requested by the CLIENT.
13. Payments to Construction Contractor in accordance with the terms of the construction contract documents.
14. CLIENT will provide tracer chemical and any required equipment and operation to store, feed, and monitor the tracer chemical.
15. CLIENT will operate and monitor the filter high-rate testing. CLIENT will provide data to CONSULTANT weekly for review and at the end of the test period for full analysis.

EXHIBIT B

Amendment 6 Hour Breakdown

Activity No.	Description	BMcD Subtotal Labor Hours	BMcD Labor Cost	Professional Services (Subconsultants)	Expenses	Total Item Cost
24	Engineering Operations Assistance and Jar Testing	248	\$ 77,312	\$ 24,200	\$ 14,425	\$ 119,000
24.1	Electrical Assistance (two, 1 week trips, 1 engineer)	80	\$ 21,760		\$ 4,150	\$ 26,000
24.2	Process Assistance (three, 1 week trips, 1 engineer)	80	\$ 19,800	\$ 8,200	\$ 4,150	\$ 33,000
24.3	Jar Testing (two sessions, three days each) and Tech Memo	128	\$ 35,652	\$ 18,000	\$ 6,125	\$ 60,000
		0	\$ -	\$ -	\$ -	\$ -
25	O&M Manual / Operations Narrative and Operator Training	346	\$ 96,230	\$ 34,800	\$ 4,840	\$ 138,000
25.1	O&M Manual / Operational Narrative	272	\$ 65,262	\$ 28,800	\$ 1,000	\$ 96,000
25.2	Operator Training - 3 days on-site, plus training materials	124	\$ 31,368	\$ 6,000	\$ 3,640	\$ 42,000
		0	\$ -	\$ -	\$ -	\$ -
26	WTP Reliability and Coordination w/ LDH	40	\$ 9,680	\$ 30,870	\$ -	\$ 42,000
26.1	Tracer Study, Tech Memo, CT Calculations and LDH Coordination	26	\$ 6,264	\$ 15,030	\$ -	\$ 22,000
26.2	Filter High-rate Testing Plan, Data Review, Tech Memo, and LDH Coordination	14	\$ 3,396	\$ 15,840	\$ -	\$ 20,000
		0	\$ -	\$ -	\$ -	\$ -
27	Update Existing Risk Management Plan	64	\$ 19,648	\$ 3,200	\$ -	\$ 24,000
27.1	Update Process Hazard Analysis and Table 7.1 Configuration	16	\$ 3,702	\$ 3,200	\$ -	\$ 7,000
27.2	Update drawings, figures, and maps	44	\$ 10,476		\$ -	\$ 11,000
27.3	Additional RFR Services	24	\$ 5,470		\$ -	\$ 6,000
		703	\$ 123,728	\$ -	\$ -	\$ 125,000
28.1	Overtime to Date (through 4/30/2023)	343	\$ 60,368		\$ -	\$ 61,000
28.2	Additional Contract Time (54 calendar days, 9 weeks)	360	\$ 63,360		\$ -	\$ 64,000
29	Additional Engineering Services	318	\$ 78,713	\$ -	\$ -	\$ 83,000
29.1	Out of Scope Work to Date (4/21/23)	69	\$ 17,467		\$ -	\$ 18,000
29.2	PA System In Existing Admin Bldg (remaining work)	66	\$ 16,708		\$ -	\$ 17,000
29.3	Additional Contract Time (64 calendar days, 9 weeks)	180	\$ 43,938	\$ 3,600	\$ -	\$ 48,000
		1,826	\$ 404,991	\$ 96,070	\$ 19,065	\$ 531,000

Schedule of Hourly Professional Service Billing Rates for Burns & McDonnell

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$82.00
Technician*	6	\$103.00
Assistant*	7	\$118.00
	8	\$160.00
Staff*	9	\$187.00
	10	\$213.00
Senior	11	\$229.00
	12	\$254.00
Associate	13	\$282.00
	14	\$290.00
	15	\$291.00
	16	\$295.00
	17	\$301.00
Resident Project Representative	1	\$176.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown for hours charged to the project beyond 40 hours per week.
3. Project time spent by corporate officers will be billed at Level 17 rate.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.
8. RPR Hourly Billing Rates are inclusive of per diem expenses.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE AMENDMENT NO. SIX (6) TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONROE AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., RELATED TO THE MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Burns & McDonnell Engineering Company, Inc. and the City of Monroe entered into a Professional Services Agreement for the Water Treatment Plant Expansion and Improvements Project, which has been amended and previously modified; and

WHEREAS, Amendment No. 6 to the Professional Services Agreement, a copy of which is attached hereto and made part hereof, further amends and modifies the existing agreements to provide for an updated scope of services in connection with the project, including Engineering Operational Assistance, Operator Training, Jar Testing, Update Existing Risk Management Plan, and other additional services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute Amendment No. 6 to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, 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 October 2023.

CITY CLERK

CHAIRPERSON



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-CLIENT AGREEMENT

AMENDMENT No. 6

Date: September 11, 2023

NOW THEREFORE, THIS AMENDMENT No. 6 modifies the Agreement dated September 19, 2018 made by and between Burns & McDonnell Engineering Company, Inc., (hereinafter called CONSULTANT), and City of Monroe, Louisiana (hereinafter called CLIENT) for the following Project: Monroe Water Treatment Plant Expansion and Improvements Project. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended as follows:

Professional Engineering Services During the Water Treatment Plant Construction Phase and Resident Project Representative (RPR) Services Tasks 24 through 29 are added to the scope of services as described in Exhibit A – Scope of Services.
2. The following adjustments are made to the CONSULTANT's compensation:

Tasks 24 through 29 of the Scope of Services will be completed on a time and materials basis with a not to exceed limit of Five Hundred Thirty-One Thousand Dollars (\$531,000.00).

A detailed fee estimate is included as Exhibit B. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on CONSULTANT's hourly labor billing rate plus reimbursable expense basis. A rate schedule is provided as Exhibit C.
3. The time for completion of CONSULTANT's Services is adjusted as follows:

Tasks 28 and 29 will be completed in conjunction with the current construction schedule, with Phase 2 Substantial Completion date of 4/4/2024 and Final Completion date of 5/19/2024.

Tasks 24, 25, 26 and 27 will be completed within 240 days after the Phase 2 Substantial Completion date for construction.
4. Other changes to the Agreement, if any, are stated below:

None.
5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

CLIENT: City of Monroe, Louisiana

CONSULTANT: Burns & McDonnell
Engineering Company, Inc.

By: _____ By: _____

Name: _____ Name: Darin Brickman, P.E.

Title: _____ Title: Vice President

EXHIBIT A

**SCOPE OF PROFESSIONAL ENGINEERING SERVICES
MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT**

**AMENDMENT NO. 6
ADDITIONAL SERVICES**

SCOPE OF SERVICES

For purposes of this Scope of Services, City of Monroe, Louisiana is hereafter referred to as the CLIENT and Proposer is hereafter referred to as the CONSULTANT.

TASK 24 – ENGINEERING OPERATIONAL ASSISTANCE AND JAR TESTING

- 24.1 CONSULTANT will provide one Electrical Engineer on-site at the WTP to assist CLIENT with operation of new facilities. This will consist of up to ten (10) working days on-site over a maximum of two trips.
- 24.2 CONSULTANT will provide one Process Engineer on-site at the WTP to assist CLIENT with operation of new facilities. This will consist of up to fifteen (15) working days on-site over a maximum of three trips.
- 24.3 CONSULTANT will conduct Jar Testing to evaluate new chemical dosing and provide operational recommendations to CLIENT.
 - 24.3.1 CONSULTANT will provide two engineers to conduct testing.
 - 24.3.2 Jar testing will consist of two (2) testing sessions at the WTP, with each session including up to three (3) days of testing. Testing plan will be developed based on input from CLIENT staff related to operational goals.
 - 24.3.3 CONSULTANT will provide Technical Memorandum summarizing data, test results, and recommendations.

TASK 25 – O&M MANUAL/OPERATIONAL NARRATIVE AND OPERATOR TRAINING

- 25.1 CONSULTANT will develop an Operation and Maintenance (O&M) Manual for the WTP Rehabilitation and Expansion Project (PROJECT).
 - 25.1.1 Manual will contain major system descriptions and general operating procedures for the plant, exclusive of specific equipment O&M details. Procedures will focus on proper operating parameters such as chemical dosing, disinfection, etc.
 - 25.1.2 Troubleshooting matrices will be included for addressing overall systems such as pumping, chemical feed systems, filters, etc.

25.1.4 A draft Manual will be generated for CLIENT's review and comment, and a final version will be developed from these comments. One (1) bookmarked PDF file of the draft Manual will be provided to the CITY at the time of Final Completion.

25.1.6 O&M information for specific pieces of equipment will not be included in the CONSULTANT's O&M Manual. CONSULTANT's O&M Manual will reference Contractor documentation for these items.

25.2 CONSULTANT will develop operational training materials and conduct on-site training for CLIENT staff.

25.2.1 Training materials will consist of presentations describing the major treatment process components of the PROJECT, goals of the treatment processes, and guidelines for operation of these processes.

25.2.2 On-site training will be provided as multiple sessions spread out over three working days in one trip.

25.2.3 A recording of the training presentations will be provided to CLIENT at the time of Final Completion.

TASK 26 – WTP RERATING AND COORDINATION WITH LDH

26.1 CONSULTANT will conduct tracer study in each of three treatment trains to evaluate flow path and determine baffling factor for CT calculations.

26.1.1 CONSULTANT will provide one engineer on-site for up to one week to conduct tracer study.

26.1.2 Tracer study plan will be developed with input from CLIENT staff. CLIENT will provide tracer chemical and any required equipment and operation to store, feed, and monitor the tracer chemical.

26.1.3 CONSULTANT will provide Technical Memorandum summarizing the tracer study test methods, data obtained, and resulting baffle factors.

26.1.4 CONSULTANT will assist CLIENT in submitting Technical Memorandum to LDH and coordinating with LDH for modification to CLIENT's CT calculations.

26.1.5 CONSULTANT will revise CT Template spreadsheet for CLIENT's use to calculate and report CT values based on the tracer study results following LDH's approval of the modified CT calculations.

26.2 CONSULTANT will assist CLIENT with development and execution of a filter high-rate testing period.

26.2.1 CONSULTANT will provide written filter high-rate testing plan for submission to LDH prior to testing. 26.2.2 CLIENT will operate and monitor the high-rate testing. CLIENT will provide data to CONSULTANT weekly for review and at the end of the test period for full analysis.

26.2.3 CONSULTANT will provide Technical Memorandum summarizing the high-rate test results and justification for hydraulic rating of the WTP filters.

26.2.4 CONSULTANT will assist CLIENT in submitting Technical Memorandum to LDH and coordinating with LDH for re-rating of the existing WTP filters.

TASK 27 – UPDATE EXISTING RISK MANAGEMENT PLAN

27.1 CONSULTANT will update the existing WTP Risk Management Plan to account for the new chlorine and ammonia storage and feed systems and injection points. CLIENT will provide electronic copy of current Risk Management Plan documents.

27.2 CONSULTANT will update the existing WTP Process Hazard Analysis, in conjunction with CLIENT input, and Table 7.1 of the existing WTP Risk Management Plan.

27.3 CONSULTANT will update the drawings, figures, and maps of the existing WTP Risk Management Plan related to changes made to the WTP during the PROJECT.

TASK 28 – ADDITIONAL RPR SERVICES

28.1 Provision of 343 hours of overtime RPR hours through April 30, 2023 to supervise work performed by the Contractor outside of the contracted 40 working hours per week.

28.2 Extend full-time RPR services as outlined in Task 23 of Amendment No. 5 to cover 64 days of extended contract time between CLIENT and Contractor as agreed to in Change Order No. 9. RPR services provided by CONSULTANT will include a full-time lead RPR at 40 hours per week for 9 weeks, for a total of 360 hours.

TASK 29 – ADDITIONAL ENGINEERING SERVICES

29.1 Provision of Out of Scope services to CLIENT throughout the duration of the PROJECT. Out of Scope work includes the following:

29.1.1 CONSULTANT development of Issued for Construction documents and Change Order documentation for the addition of the electrical generator (Bid Alternate No. 3) into the PROJECT via Change Order No. 1.

29.1.2 CONSULTANT provision of additional engineering services related to revising the design of the Public Address (PA) system in the Chemical and Administration Buildings.

29.2 CONSULTANT will provide additional engineering services for work remaining to revise the design of the PA system in the Chemical and Administration Buildings.

29.2 Extend construction phase engineering services to cover 64 days of extended contract time between CLIENT and Contractor as agreed to in Change Order No. 9. Additional services provided by CONSULTANT will include project management and engineering at 22 hours per week for 9 weeks, for a total of 198 hours.

RESPONSIBILITIES OF CLIENT:

CLIENT will, within a reasonable time, so as not to delay the services of CONSULTANT:

1. Provide full information as to CLIENT's requirements for the PROJECT.
2. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.
3. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services under this AGREEMENT.
4. Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by CONSULTANT and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the PROJECT.
6. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed under this AGREEMENT. Such person will have complete authority to transmit instructions; receive information; interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT; and other matters pertinent to the services covered by this AGREEMENT.
7. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the CONSULTANT.
8. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in PROJECT.
9. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
10. Payments for review of permits, drawings, and specifications by governmental agencies.

11. CLIENT to provide review of RFIs responses or technical submittals within equivalent timeframes as CONSULTANT outlined herein.
12. Payments for special consultants requested by the CLIENT.
13. Payments to Construction Contractor in accordance with the terms of the construction contract documents.
14. CLIENT will provide tracer chemical and any required equipment and operation to store, feed, and monitor the tracer chemical.
15. CLIENT will operate and monitor the filter high-rate testing. CLIENT will provide data to CONSULTANT weekly for review and at the end of the test period for full analysis.

EXHIBIT B

Amendment 6 Hour Breakdown

Activity No.	Description	EMcD Subtotal Labor Hours	EMcD Labor Cost	Professional Services (Subconsultants)	Expenses	Total Item Cost
24	Engineering Operations Assistance and Jar Testing	228	\$ 77,212	\$ 26,200	\$ 14,425	\$ 119,000
24.1	Electrical Assistance (two, 1 week trips, 1 engineer)	80	\$ 21,760		\$ 4,150	\$ 26,000
24.2	Process Assistance (three, 1 week trips, 1 engineer)	80	\$ 19,800	\$ 8,200	\$ 4,150	\$ 33,000
24.3	Jar Testing (two sessions, three days each) and Tech Memo	128	\$ 35,652	\$ 18,000	\$ 6,125	\$ 60,000
		0	\$ -	\$ -	\$ -	\$ -
25	O&M Manual/Operational Narrative and Operator Training	348	\$ 96,840	\$ 36,800	\$ 4,640	\$ 138,000
25.1	O&M Manual / Operational Narrative	272	\$ 65,262	\$ 28,800	\$ 1,000	\$ 96,000
25.2	Operator Training - 3 days on-site, plus training materials	124	\$ 31,368	\$ 6,000	\$ 3,640	\$ 42,000
		0	\$ -	\$ -	\$ -	\$ -
26	WTP, Retaining and Coordination w/ LDH	40	\$ 9,680	\$ 30,870	\$ -	\$ 42,000
26.1	Tracer Study, Tech Memo, GT Calculations and LDH Coordination	26	\$ 6,264	\$ 15,030	\$ -	\$ 22,000
26.2	Filter High-rate Testing Plan, Data Review, Tech Memo, and LDH Coordination	14	\$ 3,396	\$ 15,840	\$ -	\$ 20,000
		0	\$ -	\$ -	\$ -	\$ -
27	Update Existing Risk Management Plan	64	\$ 19,648	\$ 3,200	\$ -	\$ 24,000
27.1	Update throughout for New Chlorine and Ammonia Configuration	16	\$ 3,702	\$ 3,200	\$ -	\$ 7,000
27.2	Update Process Hazard Analysis and Table 7.1	44	\$ 10,476		\$ -	\$ 11,000
27.3	Update drawings, figures, and maps	24	\$ 5,470		\$ -	\$ 6,000
28	Additional RPR Services	703	\$ 123,728	\$ -	\$ -	\$ 129,000
28.1	Overtime to Date (through 4/30/2023)	343	\$ 60,388		\$ -	\$ 61,000
28.2	Additional Contract Time (64 calendar days, 9 weeks)	360	\$ 63,360		\$ -	\$ 64,000
29	Additional Engineering Services	315	\$ 78,113	\$ -	\$ -	\$ 83,000
29.1	Out of Scope Work to Date (4/21/23)	69	\$ 17,467		\$ -	\$ 18,000
29.2	PA System In Existing Admin Bldg (remaining work)	66	\$ 16,708		\$ -	\$ 17,000
29.3	Additional Contract Time (64 calendar days, 9 weeks)	180	\$ 43,938	\$ 3,600	\$ -	\$ 48,000
	Subtotal Amendment No. 6	1,826	\$ 404,981	\$ 96,070	\$ 19,065	\$ 511,000

Schedule of Hourly Professional Service Billing Rates for Burns & McDonnell

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$82.00
Technician*	6	\$103.00
Assistant*	7	\$118.00
	8	\$160.00
Staff*	9	\$187.00
	10	\$213.00
Senior	11	\$229.00
	12	\$254.00
Associate	13	\$282.00
	14	\$290.00
	15	\$291.00
	16	\$295.00
	17	\$301.00
	1	\$176.00
Resident Project Representative	1	\$176.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown for hours charged to the project beyond 40 hours per week.
3. Project time spent by corporate officers will be billed at Level 17 rate.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.
8. RPR Hourly Billing Rates are inclusive of per diem expenses.



Engineering
Department

Memorandum

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

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

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

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

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

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

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

REVIEW CRITERIA:

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

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

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

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

Effect of Denial

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

Appeal

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

The appropriate material is attached for Mayor Friday Ellis and Ms. Carolus Riley

Memorandum CAG 09/26/2023



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

September 18, 2023

City Hall

Monroe, Louisiana

RE: CUP 112-23

APPLICANT: Tower Storage of Monroe

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mrs. Pamela Hill

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

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

**City of Monroe
Planning Commission**

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

REQUEST: A Major Conditional Use Permit (CUP) to allow the applicant to construct mini-warehouses in the B-3 (General Business/Commercial) District. The property is located at 605 & 609 North 31st Street.

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

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

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

PRESENT USE: Vacant land

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

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

ADVERSE INFLUENCES: Increase in traffic for the area.

POSITIVE INFLUENCES: Development will generate taxes for the city.

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

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

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

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

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

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

Renderings have been included for your review.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

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

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

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



CITY OF MONROE

PUBLIC WORKS
Water Treatment

Sean L. Benton, Interim Public Works Director

May 31, 2023

Ms. Jennifer L. Causey
jeremy@bayoukubota.com

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

Ms. Causey:

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

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

Sincerely,

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

Sean L. Benton
Interim Public Works Director

2401 North 10th Street • Monroe, Louisiana 71210 • (318) 329-2386 Office • (318) 329-2399 Fax



May 31, 2023

*Jennifer Causey
John Rea Realty*

Proposed Commercial Development
North 31st Street Parcels 65466/65467

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

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

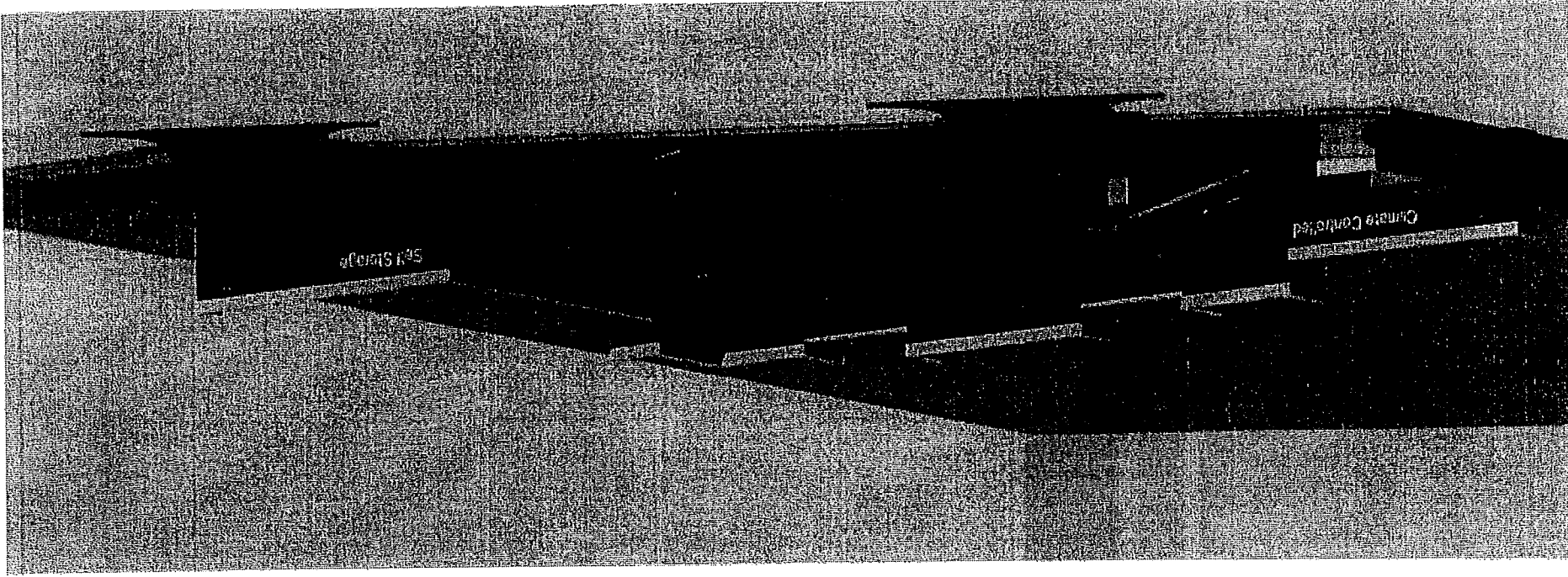
Please notify Entergy in sufficient time for us to coordinate all necessary activities to accomplish a smooth startup.

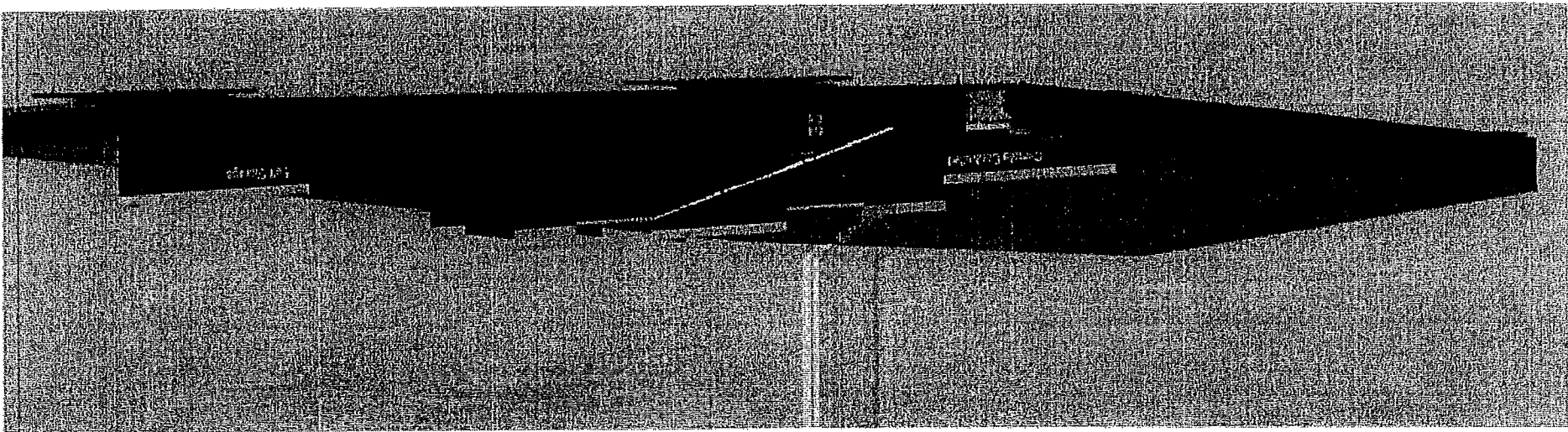
We are looking forward to working with you.

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

9/8/23, 1:38 PM

3043162.1914589.jpg (1498x529)





Quachita Parish

Assessors Office

Stephanie Smith, Assessor



1 inch = 203 feet

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

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



CITY OF MONROE

ADMINISTRATION
Purchasing / Warehouse

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

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Morgan McCallister, P.E., City Engineer

Date: October 10, 2023

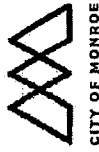
The City of Monroe Engineering Department is requesting authorization for an authorized City representative to advertise for bids for the Parkview Drive Street Improvements (Winnsboro Road to Plum St.) Project. The engineer's estimate is \$1,582,400.00. The DBE goal is 7.38% and the source of funds is the Capital Infrastructure Street Funds.

Sincerely,

A handwritten signature in black ink that reads "Curt Kelly".

Curt Kelly
Director of Purchasing





CITY OF MONROE

ENGINEERING
Planning & Zoning

Memorandum

Date: 10/3/2023
To: Morgan McAllister, Engineering Dept.
From: Alyeasha C. Adams, Sr. Planner
Subject: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the October 10, 2023, meeting.

Map Amendment

An ordinance to amend the zoning map for the City of Monroe, Louisiana and providing further with respect thereto: **(CARMAN, LLC) MA 108-23 (ENG/P&Z)**

The appropriate material is attached for Mayor Friday Ellis and Ms. Carolus Riley

Memorandum CAG 10/10/2023

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE TO AMEND THE ZONING MAP FOR THE CITY OF MONROE,
LOUISIANA AND PROVIDING FURTHER WITH RESPECT THERETO:

WHEREAS, the City Council of City of Monroe has held its Public Hearing with respect to the following proposed Zoning Map Amendment, to-wit:

An amendment to the Zoning Map to rezone a ±2.64-acre tract of land, more or less, from the B-3 (General Business/Commercial) District and CBD (Central Business) District to the B-2 (Neighborhood Business) District, to convert a vacant building into a small self-storage facility, at 501 Breard Street.

413 Breard Street – Emmanuel Baptist Church building
501 Breard Street – Self storage facility
416 North 5th Street – Automotive repair shop
508 Olive Street – Monroe Fire Department facility

APPLICANT: CARMAN, LLC (MA 108-23)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-0-1 majority vote. The applicant wishes to convert a vacant building into a small self-storage facility. The B-3 (General Business/Commercial) District is not the appropriate zoning district for the applicant to utilize the property for storage use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shows the Zoning Districts and Boundaries thereof, be and the same are hereby amended to rezone the ±2.64-acre described to the B-2 (Neighborhood Business) District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 10th day of October 2023.
NOTICE PUBLISHED on the _____ day of _____ 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

**City of Monroe
Planning Commission**

Case No.: MA 108-23
Name of Applicant: Car Town of Monroe
Address of Property: 501 Breard Street
Size of Property: ±2.64-acres
Present Zoning: B-3 (General Business/Commercial) District & CBD (Central Business) District
Proposed Zoning: B-2 (Neighborhood Business) District
Council District: 2
Future Land Use: Urban Mixed-Use
Consistent to the Comprehensive Plan: Yes

REQUEST:

This is a request to rezone 501 Breard Street, 416 North 5th Street and 508 North 6th Street from the B-3 (General Business/Commercial) District and CBD (Central Business) District to the B-2 (Neighborhood Business) District.

PRESENT USE:

Uses consists of a proposed climate-controlled warehouse, City of Monroe fire station, Emmanuel Baptist Church and an automotive repair shop.

MOST NEARLY BOUNDED BY (STREETS):

The property is located north of Breard Street, south of Olive Street, east of North 4th Street and west of North 6th Street.

SURROUNDING LAND USES: The surrounding land use consists of businesses and church property to the north and west.

ADVERSE INFLUENCES:

This business request may increase traffic in the area.

POSITIVE INFLUENCES:

This business will increase tax revenue for the City of Monroe.

**COMMENTS/
RECOMMENDATIONS:**

Car Town of Monroe would like to rezone a 2.64-acre tract of land from the B-3 (General Business/Commercial) District and CBD (Central Business) District to the B-2 (Neighborhood Business) District. The purpose of the request will allow the applicant to convert and utilize a vacant church activity center to a large area storage facility. The applicant proposes to install approximately 8 storage units in the existing building. The property is currently vacant. The B-2 (Neighborhood Business) will be the most appropriate zoning classification for the proposed climate controlled mini-warehouse development.

The **Future Land Use Classification** for this area is **Highway Commercial Urban Mixed-Use**. This area is typically planned to be commercial and residential, lending to vibrant urban street life and vitality. This request is consistent with the comprehensive plan.

The Planning Commission and the City Council shall consider the following criteria in approving or denying a map amendment:

- a. The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- d. The site is appropriate for the development allowed in the proposed district.
- e. There are substantial reasons why the property cannot be used according to existing zoning.
- f. Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.
- g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

Effect of Denial

The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

The Planning Commission and the City Council shall consider the following criteria in approving or denying a map amendment:

- a. The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- d. The site is appropriate for the development allowed in the proposed district.
- e. There are substantial reasons why the property cannot be used according to existing zoning.
- f. Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.
- g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

Effect of Denial

The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

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 PARKS PALLETS, LLC, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 1, SQUARE 3, ARENT'S RESUB, JACK THOMPSON TRACT ADDITION, OUACHITA PARISH, 2633 DESIARD ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 1, 2011, AND FURTHER WITH RESPECT THERETO

WHEREAS the property described as follows, to-wit:

**Lot 1, Square 3, Arent's Resub, Jack Thompson Tract Addition
2633 DeSiard St.
Ouachita Parish, Monroe, Louisiana
District 3
Parcel #85669**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2010 Ad Valorem Taxes by Adjudication Deed dated and filed July 1, 2011, in Conveyance Book 2254 at page 442 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2011 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Bertha M. Ward and Perry Ellis Ward, III.

WHEREAS, the City of Monroe has made efforts to contact Bertha M. Ward and Perry Ellis Ward, III by registered mail and notification published in the News Star with no response, and

WHEREAS Parks Pallets, LLC, represented herein by Dale Zimmerman, wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual. Parks Pallets, LLC has paid Four Thousand Three Hundred Eighty-seven and 11/100 (\$4,387.11) which includes Three Thousand Six Hundred Twenty and 11/100 (\$3,620.11) in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made attempts to contact Bertha M. Ward and Perry Ellis Ward, III, by registered mail and publication in the News Star with no response; and the City of Monroe desires to sell to Parks Pallets, LLC the property described as follows:

**Lot 1, Square 3, Arent's Resub, Jack Thompson Tract Addition
2633 DeSiard St.
Ouachita Parish, Monroe, Louisiana
District 3
Parcel #85669**

ORDINANCE INTRODUCED on the ____ day of October 2023.

NOTICE PUBLISHED on the ____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REVOKING A 60' WIDE BY 1,195' LONG PORTION OF ADAMS STREET FROM NORTH 14TH STREET TO NORTH 18TH STREET AND FURTHER PROVIDING WITH RESPECT THERETO:

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

WHEREAS, this section of Adams Street, being approximately 60' wide by 1,195' long is an improved street, located between North 14th Street and North 18th Street, and

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

WHEREAS, once revoked, the right-of-way will revert to the adjacent property owner(s), and

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

NOW, THEREFORE

BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that Adams Street from North 14th Street to North 18th Street, for approximately 60' by 1,195', is hereby revoked.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 12th day of September 2023.

NOTICE PUBLISHED on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

August 28, 2023

City Hall

Monroe, Louisiana

RE: REV 100-23

APPLICANT: James Machine Works

MOTIONED BY: Mr. Jott Delcambre

SECONDED BY: Mr. Jamin Hall

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

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

**City of Monroe
Planning Commission**

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

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

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

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

PRESENT ZONING: I-1 (Industrial Business Park) District

PRESENT USE: Public right-of-way

MOST NEARLY BOUNDED BY (STREETS): North of DeSiard Street, south of Washington Street, east of North 14th Street and west of North 18th Street

SURROUNDING LAND USES: The surrounding land use consists of James Machine Works manufacturing in all directions.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

COMMENTS/RECOMMENDATIONS: The applicant is requesting to revoke a portion of Adams Street, located between North 14th Street and North 18th Street. The request is due to concerns for safety reasons. There are personnel and equipment vehicles that travel back and forth on Adams Street throughout the day. During the day vehicles travel at irate speeds, which could cause a tragedy at some point.

As per a traffic study completed by Lazenby Associates, it has been noted that no adverse impacts from closing Adams Street from North 14th to Young's Bayou to vehicular thru traffic. However, it is recommended that the City either retain the right-of-way or convert the right-of-way to servitude for existing drainage and utilities.

OPTIONS:

1. Approve the revocation of a portion of Adams Street, as presented.
2. Deny the revocation of a portion of Adams Street, as presented.



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

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

July 28, 2023

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

RE: Traffic Count
Adams Street

Monroe, LA 71201

L & A, Inc. Project No. 21E057.05 (006)

James Machine Works

Dear Mr. McCallister:

At your request, we have estimated the amount of traffic generated by James Machine Works. Traffic was counted for approximately two (2) days at each end of the subject roadway, and the Average Daily Traffic (ADT) was calculated based on the actual time the counter was in place. The ADT at the intersection of Adams Street and North 14th Street was calculated to be 210 vehicles per day and 193 vehicles per day where Adams Street crosses Young's Bayou, for a total of 403 vehicles per day.

Based on the gross floor area of the major buildings (90,660 sf) at James Machine Works, the Trip Generation Manual would predict 331 trips to be generated. Compared to the combined ADT of the two counts (403), this is a reasonable estimation of generated trips. If you subtract the expected generated trips from the combined ADT counts, this leaves approximately 70 vehicles that should be considered the thru traffic that went across both counters. Understanding that these 70 vehicles crossed both counters, approximately 35 vehicles per day would be expected to be utilizing Adams Street that are not part of the James Machine Works operations.

The additional detour length for these 35 vehicles would be approximately 615 feet along North 18th Street, Desiard Street, and North 14th Street.

* Based on the above information, I do not see any adverse impacts from closing Adams Street from North 14th Street to Young's Bayou to vehicular thru traffic. However, I would recommend that the City either retain the right-of-way or convert the right-of-way to servitude for existing drainage and utilities.

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

Sincerely,

LAZENBY & ASSOCIATES, INC.

James S. Ellingburg, P.E.

Copy: Angie Sturdivant, City Attorney, City of Monroe

JERRY G. LAZENBY, P.E., P.L.S. • PAUL D. FRYER, P.E., P.L.S. • JASON T. THORNHILL, P.E. • KEVIN E. CROSSY, P.E., P.L.S.
J. RYAN SPILLERS, P.E. • RANDY G. HAMBONS, P.E. • JOSHUA D. HAYS, P.E. • RONALD J. BOGGIN, P.E., P.L.S.

JAMES S. ELLINGBURG, P.E. • WILLIAM L. DEAN, P.E. • HAZEL H. LAWRENCE, P.E.



Imagery ©2023 Google, Imagery ©2023 CNES / Airbus, Maxar Technologies, USDA/FPA/C/GEO, Map data ©2023 100 ft

Measure distance
Total area: 43,481.75 ft² (4,039.59 m²)
Total distance: 2,345.46 ft (714.90 m)

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO KATIE LEE BANKS, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED IN AND TO LOT 21, SQUARE 53, OUACHITA COTTON MILLS 2ND ADDITION, OUACHITA PARISH, 1301 GEORGIA ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JULY 13, 1999, AND FURTHER WITH RESPECT THERETO.

WHEREAS the property described as

**Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition
1301 Georgia St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #49155**

was adjudicated to the City of Monroe, Louisiana for non-payment of 1998 Ad Valorem Taxes by Adjudication Deed dated and filed July 13, 1999, in Conveyance Book 1768 at page 377 of the Records of Ouachita Parish, Louisiana. The 1998 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Hazel Hill;

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

WHEREAS Katie Lee Banks wishes to purchase said property from the City of Monroe.

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual. Katie Lee Banks has paid to the City of Monroe the sum of Four Thousand Five Hundred Thirty-eight and 36/100 (\$4,538.36) dollars, which includes Three Thousand Seven Hundred Sixteen and 36/100 (\$3,716.36) dollars in City and Parish taxes. The remainder is legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing costs, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened that, because the City of Monroe has made attempts to contact Hazel Hill, by registered mail and publication in the News Star, with no response, Katie Lee Banks desires to purchase the property, and the property is not needed for public purposes, the City of Monroe desires to take corporeal possession of and sell to Katie Lee Banks the property described as follows:

**Lot 21, Square 53, Ouachita Cotton Mills 2nd Addition
1301 Georgia St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #49155**

ORDINANCE INTRODUCED on the ____ day of September 2023.

NOTICE PUBLISHED on the ____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING THE SCHEDULE OF GENERAL FEES AND CHARGES FOR CERTAIN MONROE RECREATIONAL FACILITIES, REDESIGNATING AEROBICS AS INSTRUCTOR LED PROGRAMS, INCREASING THE MAXIMUM ALLOWABLE FEE, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe makes space available for use or rent in certain Monroe Recreational Facilities and has established a general schedule of fees and charges for those facilities;

WHEREAS, by Ordinance 10,494, the City Council established the fee for instructor led aerobics classes, setting the fee at \$1.50 per individual, per class, and mandating that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space;

WHEREAS, the City desires to increase programming options within its recreational facilities and encourage qualified instructors to hold additional instructor-led classes beyond aerobics;

WHEREAS, new programming opportunities and instructor-led programs would promote the health and welfare of our community;

WHEREAS, the current \$1.50 fee, which has been in effect for eighteen years, does not reflect the value of instructor-led programs to our community, discourages qualified instructors from teaching classes or offering additional programming in City recreational facilities, and does not adequately compensate for the use of City facilities; and

WHEREAS, in an effort to encourage and promote the addition of new instructor led programs and classes, the City wishes to rename the “Aerobics” category in its general schedule of fees and costs as “Instructor Led Programs,” increase the maximum allowable fee from \$1.50 to \$15.00 per person, per class, and maintain that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the general schedule of fees and costs contained in the Monroe City Code and identified as City of Monroe Code Section 25-64 is hereby amended in part and reenacted to rename the “Aerobics” category as “Instructor Led Programs,” increase the maximum allowable fee from \$1.50 to \$15.00 per person, per class, and maintain that 25% of the fees collected be remitted to the City of Monroe to compensate for use of the space; and

BE IT FURTHER ORDAINED, that the schedule of fees in the chart contained in Section 25-64 of the City of Monroe Code is hereby amended in part and reenacted as follows:

Instructor Led Programs		Maximum \$15.00 per indiv. per class - 75% instr, 25% city
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This Ordinance was introduced on the _____ day of September 2023.

Notice published on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO