AGENDA
City of Monroe

LEGAL & REGULAR SESSION – NOVEMBER 13, 2018, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Echols
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Wilson
5. Mr. Clark
6. Mayor Mayo

IV: **APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF OCTOBER 23, 2018:**
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

Public Comment:

1. 518 Hilton Street (D1) (Owner – Joseph C. Varino, et al; Rountree Law Offices c/o James A. Rountree)

2. 3707 Barlow Street (D3) (Owner – Mariah Bradford)

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

(a) Accept the bid of Wilson Enterprise in the amount of $18,441.18 for a structure located at **1121 Alabama Street, Terminal Heights Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(b) Accept the bid of Vincent Brown Construction in the amount of $30,371.00. for a structure located at **4308 White Street, Booker Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(c) Accept the bid of Bright Construction, LLC in the amount of $20,150.00 for a structure located at **4220 White Street, Booker T Washington Addition** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(d) Accept the bid of Bright Construction, Inc. in the amount of $20,500.00 for a structure located at **1603 South 8th, Ouachita Cotton Mills Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(e) Accept the bid of Bright Construction, LLC in the amount of $23,700.00 for a structure located at **206 Pershing Ave., Lee Avenue Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16,2018 and further providing with respect thereto.

(f) Accept the bid of Bright Construction, LLC in the amount of $30,500.00 for a structure located at **2909 South Grand Street, Grayling Lane Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(g) Accept the bid of Bright Construction, LLC. in the amount of $8,546.00 for a structure located at **910 Binson Circle, Robinson Place Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(h) Accept the bid of Wilson Enterprise in the amount of $26,741.31 for a structure located at **1501 South College Avenue, Booker T Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

(i) Accept the bid of Wilson Enterprise in the amount of $22,936.00 for a structure located at **2918 Renwick Street, Booker T Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
   Public Comment:
   None.

2. Department of Administration:

   Public Comment:

(a) Consider thirty-one (31) Renewal Applications for a New 2019 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(b) Consider twenty-seven (27) Renewal Applications for a New 2019 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(c) Consider four (4) Renewal Application for a New 2019 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(d) Consider one (1) Renewal Application for a New 2019 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(e) Consider two (2) Renewal Application for a New 2019 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(f) Consider two (2) Renewal Applications for a New 2019 Class F Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(g) Consider one (1) Renewal Applications for a New 2019 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved.

(h) Consider an Application by Jonathan & Josh Nicholson dba Hammers Nightclub, 5203 DeSiard Street, Monroe, LA 71203 for a New 2018 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 1121 Alabama Street (Wilson Enterprise) in the amount of $18,441.18 from CDBG B-16-MC-22-0005-E-407, and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 4308 White Street (DC's Designs) in the amount of $30,371.00 from CDBG B-16-MC-22-0005-E-408, and further providing with respect thereto.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 4220 White Street (Bright Construction) in the amount of $20,150.00 from CDBG B-16-MC-22-0005-E-405, and further providing with respect thereto.

(d) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 1603 South 8th Street (Bright Construction) in the amount of $20,500.00 from CDBG B-16-MC-22-0005-E-411, and further providing with respect thereto.

(e) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation contract by and between the City of Monroe and 206 Pershing Avenue (Bright Construction) in the amount of $23,700.00 from CDBG B-16-MC-22-0005-E-410, and further providing with respect thereto.

(f) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 2909 South Grand (Bright Construction) in the amount of $30,500.00 from CDBG B-16-MC-22-0005-E-406, and further providing with respect thereto.

(g) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 910 Binson Circle (Bright Construction) in the amount of $8,546.00 from CDBG B-16-MC-22-0005-E-409, and further providing with respect thereto.

(h) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 1501 South College (Wilson Enterprise) in the amount of $26,274.31 from CDBG B-16-MC-22-0005-E-404, and further providing with respect thereto.

(i) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a Housing Rehabilitation Contract by and between the City of Monroe and 2918 Renwick Street (Wilson Enterprise) in the amount of $22,936.00 from CDBG B-16-MC-22-0005-E-402, and further providing with respect thereto.

4. Legal Department:
Public Comment:
None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution authorizing the appointment of Jay Marx to the Capital Infrastructure Commission of the City of Monroe and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Consider request from the Street Division of the Public Works Department to purchase a six-yard Dump Body Truck. The estimated cost of this Dump Body Truck is $95, 200.00. Funds for this purchase will be derived from the Street Division Capital Account.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution approving a Cooperative Endeavor Agreement between the City of Monroe and Rebel BMX for use of the Civic Center Horse Pavilion and further providing with respect thereto.

8. Police Department:
Public Comment:
None.

9. Fire Department:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to apply for and accept a Fire Act Grant from the Federal Emergency Management Agency for the purchase of two (2) Washers/Extractors and two (2) Dryers and further providing with respect thereto.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting the base bid of Dixie Overland Construction, LLC, in the amount of $2,885,418.00 and Alternate No. 1 in the amount of $119,055.00. for the proposed Booster Station Project, and further authorizing James E. Mayo, Mayor, to enter into and execute

a contract for said work.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. Five (5) to the Flood Control Improvements to the Rochelle Street, Roselawn Street, & 11th Street area of Monroe State Project No. H.010919 Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for a no cost change order and further providing with respect thereto.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the City Street Striping Phase III Contract, between the City of Monroe and Stripe-A-Zone, LLC, for an increase in the contract amount of $7,461.60.00 and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance approving a Collective Bargaining Agreement for 2018, through December 31, 2020, by and between the City of Monroe and the Monroe Fire Fighters Association, International Association of Fire Fighters, Local Union No. 629, AFL-CIO and further providing with respect thereto. (MFD)

(b) Introduce an Ordinance authorizing the City of Monroe, Louisiana to proceed with an Expropriation Suit or otherwise acquire a certain parcel of real property designated as parcels 1-5 and 1-5-U-1 from Ann Investments, LLC in connection with a project to connect Nutland Road with Lowes Frontage Road and further providing with respect thereto. (Legal)

(c) Introduce an Ordinance extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant: Dilbagh Singh. (P&Z)

(d) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the clerk to publish notice of a Public Hearing to zone a ±.60 acre tract of land, more or less, presently located in Ouachita Parish to B-4, Heavy Commercial District. This property presently does not have a zoning classification as it is being annexed into the city and is more particularly described as follows: **Lots 1 and 2, Square 2, Dysart Addition. And otherwise known as 4217 Sterlington Road - APPLICANT: Dilbagh Singh.** (P&Z)

(e) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the clerk to publish notice of a Public Hearing to rezone a ±2.1 acre tract of land, more or less, presently located in Ouachita Parish from R-4, High Density Multi-Family Residential to I-1, Industrial Business Park District. WHEREAS, the legal description of these properties is: **ALL OF SQUARE 55 LAYTONS 2ND ADDITION - APPLICANT: Marsala Beverage.** (P&Z)

(f) Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorizing the clerk to publish notice of a Public Hearing to rezone a ±12.95 acre tract of land, more or less, presently located in Ouachita Parish from I-1, Industrial Business Park District to I-2, Heavy Industrial/Manufacturing District. WHEREAS, the legal description of these properties is: **A certain tract of land situated in the Monroe Industrial Park, City of Monroe, Ouachita Parish, Louisiana - APPLICANT: Auto Shred of Louisiana.** (P&Z)

(g) Introduce an Ordinance dedicating three (3) street right-of-ways. a 67' x 629', more or less, street right-of-way - extension of Cavell Street; a 54' x 292', more or less, street right-of-way – Camden Walk and a 63' x 506', more or less, street right-of-way) – Cork Street within Phase 1b of the Century Village Planned Unit Development and further providing with respect thereto. (P&Z)

(h) Introduce an Ordinance approving a Collective Bargaining Agreement for 2018, through December 31, 2020, by and between the City of Monroe and the International Union of Operating Engineers, AFL-CIO, Local No. 407 and further providing with respect thereto: (Public Wks.)

(i) Introduce an Ordinance revising and re-enacting Chapter 5 of the Monroe City Code, Louisiana relative to Ambulances; and further providing with respect thereto. (Legal)

(j) Introduce an Ordinance accepting the donation of 108 and 110 South 20th St., Monroe, La, into the City of Monroe by Hannah Luffey Properties, LLC, and further providing with respect thereto: (Legal)

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

Public Comment:
None.

XI: CITIZENS PARTICIPATION:
XII: ADJOURN.

Monroe City Council Legal and Regular Session
October 23, 2018
6:00 p.m.
City Council Chambers-City Hall
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, October 23, 2018, at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, Council Chambers, City Hall Building, Monroe, Louisiana.

The Honorable Gretchen Ezernack, Chairwoman, called the meeting to order and asked the Clerk to call the roll.

Council members present for roll call: Mr. Echols, Mrs. Ezernack, Ms. Woods, Mr. Wilson, Mr. Clark.

Council members absent: None.

The Invocation and the Pledge of Allegiance were led by Mr. Wilson's designee, Council Clerk, Ms. Carolus Riley.

Chairwoman Ezernack thanked each one for attending and asked that all cell phones be placed in the silent mode or that they would be cut off and to please keep conversations to a minimum, as it can be distracting to the meeting and thanked everyone for their assistance.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Echols welcomed each one present and asked that everyone would be safe for the Halloween festivities.

2. Ms. Woods welcomed each one and reminded all of the upcoming election, with early voting starting today through next Tuesday and to vote; she thanked Mr. Greg Smith, for helping clean up the ditch on White Street and also Swanson for sending out two participants/residences and their staff to assist; she thanked Carroll High School and Lambda Delta to assist with cleaning up the area and that it takes everyone to be a part of the cleanup efforts.

4. Mr. Wilson welcomed each one present and thanked Council Clerk, Ms. Riley for the prayer and for doing the behind the scenes work on the agenda; he reported Ms. Bernadean Jones is doing pretty good and to continue prayers for her; he thanked Ms. Benjamin and Mr. Mike Stephens for their assistance on getting the South 3rd street lights back on through Energy; he announced several events that would be held at the River Market, the International Food Festival on November 10th from 10am-4pm and on November 3, a Blues, Brews and Barbecue event with a rib cookoff from 10am-4pm; November 17, Geeks Along the River from 10am-4pm and Christmas at DoMo on December 1, 2018 from 10am-4pm featuring Miss Louisiana, Ms. Conway. He asked that everyone look out for the children during the Halloween festivities.

5. Mr. Clark welcomed each one present; he stated that he was pleased to announce that he had read that one his personal pet projects in his District 5 and Councilman Wilson's District 4 in South Monroe had been funded, the Hwy 165 South Street Lighting Project; he said the light project issue had been brought up four to five years ago and State Representative Hunter was able to secure some funds for the lighting project and over the years, Mr. Holland, Ms. Golden and Engineering have been a part of this project. Mr. Clark stated the hotels, and restaurants in that area are excited about having some street lighting in the median like you have the street lighting towards the mall and are happy to see it take off and do look forward in due course to seeing some street lights go up from Hwy 165 down towards Richwood. Mr. Clark stated he had initially requested that street lights would go to Winnsboro Road, but the Mayor and State Representative Hunter and others decided to take it down to Richwood and this is a big win for South Monroe and the people; hopefully it doesn't take a couple of years, but whenever and when he's long gone, he will be able to look at the lights and feel like we left a good contribution in South Monroe.

6. Mayor Mayo welcomed each one present; he announced the upcoming Boo at the La. Purchase Gardens and Zoo, the largest family attraction in NELA on Saturday October 27 from 10am-2pm, the theme will be Zoolastic Park; he invited the family and kids to dress in Halloween costumes and to enjoy the activities; he asked those attending to ride the train and the first month of the operation of the train which was a part of his 60 for 60 had this is something that will need to be addressed in order to become a more definite action is through Council legislation; and asked that the community would attend the events over 3,000 participants; he thanked Mr. Johnson and Mr. Clawson for their efforts on bringing the train back.

7. Mrs. Ezernack thanked each one for attending and coming to find out how the city conducts its business.

Monroe City Council Legal and Regular Session
October 23, 2018
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Upon a motion of Mr. Clark and seconded by Mr. Echols, the minutes of the Legal and Regular session of September 25, 2018 were approved unanimously. (There were no public comments)

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment:

1. 1108 South 1st Street (D4)(Curatorship - Brooksie C Bailey, et al and Williams Bailey; other owners Barbara D Bailey Freshley and Samuel W. Bailey) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement said there was contact with the property owner, he did come to the office and made statements that he would begin making alterations and cleaning the property and nothing has been done as of this date; Mr. Wilson stated he had been out to the property and was hopeful that Mr. Bailey would be present tonight; he was not present.

2. 420 North 22nd Street (D2)(Curatorship - Linda Pierce & Robert L. Pierce) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated she spoke with Ms. Pierce and that she was in the process of selling the property; also spoke with her attorney and he stated it was going to be demolished, but no permits have been taken out, it is collapsing; Mrs. Ezernack asked if anyone was present representing the Pierce's and there was no one present.

3. 1504 South 3rd Street (D4) (Curatorship - Lena Baskin & Martin Gene Schempf and Lena Baskin) (other owners - OPPJ) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated they had contact with Mr. Martin Schempf and nothing has been done; Mr. Wilson said he was in the area today. Mrs. Ezernack asked if anyone was present to represent the property and there was none present.

4. 902 South 5th Street (D4) (Curatorship - Samuel T. Brown) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated there has not been any contact with the owner and they have tried to contact him; the structure is in disarray and asking for condemnation; Mr. Wilson asked if anyone was present and there was no one represented; neighbors were concerned about the condition of the property.

5. 3012 Georgia Street (D4) (Curatorship - Diane Bates) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated they had spoken with Ms. Bates and she is trying to refurbish the structure, but no permits have been taken out; Mr. Wilson said a daycare owner was concerned about the children going inside of the structure. Mrs. Ezernack asked if anyone was present to represent the property and there was none present.

6. 3210 Gordon Avenue (D4) (Curatorship - Karl Dean Pentecost) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved for property owner to be given 60 days or December 24, 2018, in which to

bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement, stated there has not been any contact with Mr. Pentecost and has tried to reach him through his workers; he has taken out a permit, but does not know his plans and the property is being brought tonight on how to move forward with the process; Mr. Wilson said he was there yesterday and the neighbor informed him the grass was high and the structure was opened; Mrs. Ezernack asked if anyone was present to represent the property and there was none present.

7. 1205 South 3rd Street (D4) (Curatorship - Corey D. Chambers et al; Corey D. Chambers; CLEE, LLC; Juli A Smith; James Howlet) Upon a motion by Mr. Wilson, second by Mrs. Ezernack and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated there was no contact with the owner, it is dilapidated and collapsing; Mr. Wilson said this property has been in this condition for a number of years and is glad to see it before council, it is an eyesore. Mrs. Ezernack asked if anyone was present to represent the property and there was none present.

8. 1506 South 3rd Street (D4) (Curatorship - Lena Baskin & Martin Gene Schempf) Upon a motion by Mr. Clark, second by Ms. Woods and unanimously approved to remove from the agenda. (There were no public comments). *There was service through a curator.*

Comments: Mr. Wilson asked why it was being removed from the agenda; Ms. Robinson, Code Enforcement stated that the curator, Ms. Lena Baskin was notified in error and instead Ms. Blanche May Baskin, should have been notified and the paperwork is being corrected.

9. 4008 Halsell Street (D3) (Curatorship Billy Ray Wilmberly) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved for property owner to be given 30 days or November 24, 2018, in which to bring the structure into compliance with the code or demolish the structure and clean the lot. (There were no public comments). *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated they had contact with Mr. Wimberly and no permits have been taken out; the structure is dilapidated, and it is collapsing; Ms. Woods said she has looked at the property and have been getting a lot of complaints on dilapidated properties in her district. Mrs. Ezernack asked if anyone was present to represent the property and there was none present.

10. 510 South 24th Street (D3)(Curatorship - Eloise Ann & Charles Ray Thomas) (Other owner - OPPJ) Upon a motion by Ms. Woods, second by Mr. Clark and unanimously approved for property to be removed from the agenda. *There was service through a curator.*

Comments: Ms. Robinson, Code Enforcement stated they have not had contact with the property owner and the structure is damaged and it has gone through adjudicated and am requesting to declare it blighted; Ms. Woods said she does see it every day and asked if anyone was present; Ms. Baldwin stated Attorney Leslie Johnson was present and she handles adjudicated properties for the parish and that they do have a potential property owner; Ms. Woods asked if it was to be declared blighted first or will she talk first; Ms. Johnson asked that it be removed and delay it; Ms. Baldwin asked that Ms. Davis would explain the process that the parish has gone through; Ms. Davis explained the process and the steps that the potential owner has taken. Ms. Davis passed out a handout explaining the process to the Council members; Ms. Woods asked if they were able to sell until March and stated that it was open and asked if someone could go in and close it up or would it stay open until March; Ms. Johnson asked if the city would be taking action on it before March and Ms. Woods said she doubts it but never know. Ms. Johnson is hoping it can be closed before March. Ms. Woods moved to remove it from the agenda; Mrs. Ezernack asked if it was declared blighted, if it would speed up his access to buying it sooner; Ms. Johnson explained the state constitution as being done 18 months if blighted or abandoned and explained the second circuit case; Mrs. Ezernack asked that Code enforcement would continue to watch the structure in case something goes wrong with it, the danger of it between now and March and to bring it back to Council to handle it right away; Mrs. Ezernack asked that since it has been adjudicated by the Parish if they would board it up; Ms. Johnson said no, they wouldn't. Mr. Wilson stated to Mr. Janway and Ms. Robinson if the properties that are being condemned tonight, if they could be cleaned up, grass cut, and the obnoxious growth removed and would ask Ms. Jackie to send in requests to have this done.

Ms. Robinson said for the benefit of the City of Monroe that code enforcement does go to court to declare property blighted, adjudicated properties so that we can sell the properties at this time frame for 18 months when it gets to that point; Ms. Baldwin stated they do that in environmental court already.

ACCEPTANCE OR REJECTION OF BIDS: (Public Comment)

(a) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to accept the bid of Red River Pump of Shreveport, LA for repairs to the Calypso Pump Station #2 Ref#2019-00000025 as recommended by the Director of Administration for meeting the specifications of the bid. The low bid meets the specifications of this bid and has been cleared by the Tax & Revenue Division. The estimated cost of this project is $40,000.00. Funds will be derived from the Storm Water Account. (There were no public comments).

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Add-On: Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to add to the agenda to adopt a Resolution granting an exception to the open container ordinance to the Monroe Masur Museum Twin City Art Foundation (Raku-B-Q) pursuant to Monroe City Code Sec. 12-231 D. (Open container Ordinance), and further providing with respect thereto. (There were no public comments).

Upon a motion by Mr. Clark, second by Ms. Woods and unanimously approved to adopt Resolution No. 7307, granting an exception to the open container ordinance to the Monroe Masur Museum Twin City Art Foundation (Raku-B-Q) 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: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to consider eighteen (18) Renewal Applications for a New 2019 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(b) Upon a motion by Mr. Clark, second by Ms. Woods and unanimously approved to consider fourteen (14) Renewal Applications for a New 2019 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(c) Upon a motion by Mr. Clark, second by Ms. Woods and unanimously approved to consider one (1) Renewal Application for a New 2019 Class C Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(d) Upon a motion by Mr. Clark, second by Ms. Woods and unanimously approved to consider one (1) Renewal Application for a New 2019 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(e) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to consider one (1) Renewal Application for a New 2019 Class E Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(f) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to consider two (2) Renewal Applications for a New 2019 Class G Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

(g) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to consider an Application by Demondrae Jones dba Club Tequila, 3113 Bread Street, Monroe, LA 71203 for a New 2018 Class F Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

Department of Planning & Urban Development: Public Comment: None.

Legal Department: Public Comment: None.

5. Mayor's Office: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to adopt Resolution No. 7308, authorizing James E. Mayo, Mayor to enter into and execute a Cooperative Endeavor Agreement between the City of Monroe, Century Village Commercial Owners Association, Inc., Century Village Residential Owners Association, Inc., and Southern Lifestyle Development Company, LLC in which the City will accept the assignment of the license agreement between SLD and Delta Southern Railroad Company and further providing with respect thereto. (There were no public comments).

Comments: Ms. Baldwin stated on page 3 of 6 of the cooperative endeavor agreement at the end of the first sentence, to add "and any other costs associated with the licensing agreement".; it will be added to the final document.

Department of Public Works: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to adopt Resolution No. 7309, authorizing the Mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Monroe Regional Airport. (Rehab. Lighting) (There were no public comments).

(b) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to adopt Resolution No. 7310, authorizing the mayor to execute an Agreement with the Louisiana Department of Transportation and Development (LA DOTD) for improvements at the Monroe Regional Airport. (Master Drainage Study) (There were no public comments).

Department of Community Affairs: Public Comment: None.

Police Department: Public Comment:

(a) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to consider request from the Monroe Police Department for Council approval to advertise for Police Equipment. Funds for these purchases will be derived from the Police Department Uniform and Equipment Account. (There were no public comments).

(b) Upon a motion by Mr. Clark, second by Mr. Wilson and unanimously approved to consider request from the Monroe Police Department for Council approval to advertise for Uniforms. Funds for these purchases will be derived from the Police Department Uniform Account. (There were no public comments).

Fire Department: Public Comment: None.

Engineering Services: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to adopt Resolution No. 7311, accepting the base bid of W. Ll. Bass Construction, Inc., in the amount of $329,268.00 for the Marquette Pump Station Repairs Project, and further authorizing James E. Mayo, Mayor, to enter into and execute a contract for said work. (There were no public comments).

(b) Upon a motion by Mr. Wilson, second by Mrs. Ezernack and unanimously approved to adopt Resolution No. 7312, authorizing James E. Mayo, Mayor, to execute Change Order No. Eleven (11) to the Forsythe #2 PS # 38 Pump Station and Force Main Upgrade River Oaks PS #45 and Hwy 165 north PS #47 Rehabilitation Contract, between the City of Monroe and McInnis Brothers Construction, Inc., for an increase in the contract amount of $8,957.30 and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved to adopt Resolution No. 7313, authorizing James E Mayo, Mayor, to execute Change Order No. Four (4) to the WPCC Digester Roof Repairs XP-01F197 Contract, between the City of Monroe and Womack & Sons Construction Group, Inc., for an increase in the contract amount of $13,455.54 and an increase in the contract time of 15 days and further providing with respect thereto. (There were no public comments).

Comments: Mr. Echols asked if this was the same digester project that was discussed as substantially completed; Mr. Holland said yes, they made some changes and installed some new sludge pumps, the existing sludge pumps piping was downsized and are making corrections and this would account for the replacement and putting the correct size pipe in place; Mr. Echols asked if it was substantially completed, then is this changing the scope or is it something that was missed on the front end; Mr. Holland said it was additional items that were found on the project and substantially complete meaning that they completed the items on the original contract and these are change order items; Mr. Holland said it's a part of the previous change order item, they replaced the pumps, but not realizing the existing piping was downsized and are making that correction.

(d) Upon a motion by Mr. Wilson, second by Ms. Woods and unanimously approved to adopt Resolution No. 7314, authorizing James E. Mayo, Mayor, to execute a Right of Way Agreement with Union Pacific Railroad Company for the Georgia Street Pump Station Project, and further providing with respect thereto. (There were no public comments).

Comments: Mr. Wilson asked for the great news on the project, as there are citizens present from Georgia Street; Ms. Golden said it was the permit from Union Pacific Railroad that will allow the City to build the force main part of the new pump station project in their existing right-a-way. It has been a little over a year to go through the process of getting the permit and quite honestly do have some time left in the design process because they are getting money for the project from two different funding sources and each one has an approval process that have to go through, but guarantee the City is pushing it and talking to everyone that can help push it and are telling them that there are families that every time it rains hard, the families are scared and the city is doing what it can to move the project; the funding has been identified, the state funding is there and now have the railroad permit out of the way which could have been a real problem and are making progress, with baby steps, and do know it's frustrating, but are making progress; Mr. Wilson asked for the amount of money that has been identified; Ms. Golden said the money approved after the state level was a little over four million dollars and are going for additional funds, and the hazard mitigation for one million dollars. Mr. Wilson thanked everyone for securing the dollars to move forward; Mrs. Ezernack thanked everyone for their hard work on this project.

INTRODUCTION OF RESOLUTIONS & ORDINANCES: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to remove from the agenda to Introduce an Ordinance approving a Collective Bargaining Agreement for 2018, through December 31, 2020, by and between the City of Monroe and the Monroe Fire Fighters Association, International Association of Fire Fighters, Local Union No. 629, AFL-CIO and further providing with respect thereto. (MFD) (There were no public comments).

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

(a) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to finally adopt Ordinance No. 11,882, dedicating four (4) street right-of-ways (including the storm drainage system): a 67' x 485', more or less, street right-of-way - extension of Century Link Drive; a 54' x 302', more or less, street right-of-way - Cavell Street; a 67' x 721', more or less, street right-of-way – Allgood Street and a 67' x 623', more or less, street right-of-way (tapers to 54' at CenturyLink Drive) – Century Village Boulevard, excluding the southern most 90', more or less, section where only the unpaved portion of the right-of-way is being accepted within Phase 1a of the Century Village Planned Unit Development and further providing with respect thereto. (P&Z)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

(b) Upon a motion by Mr. Echols, second by Mr. Clark and unanimously approved to amend Ordinance No. 11,883 as stated, amending Chapter 37, Zoning, Article II. Definitions and Rules on Interpretation, Section 37-21, Definitions; Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses, Article VI. Section 37-92, Use Standards, Section 37-38 Industrial Use Districts, Table 3.5 and Article IX Administration and Enforcement. Section 37-131 Violations, of the Code of the City of Monroe of the ordinance of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

Chairwoman Ezernack stated there was a clarification to be made; Ms. Joanne Poret stated the clarification to be made was on page 4, where the language needed to be added; notwithstanding the prohibition contained in Section 37-76 9h)(1)d, because there was a conflict in another area of the ordinance and adding this would clear it up; Ms. Poret stated on number 8, the date of October 23, 2019 needed to be added so that all of the dealers would comply with the ordinance; Mr. Echols asked why would it be done in 2019 and Ms. Poret said they are giving them a year, it was researched and discussed and they talked with another jurisdiction and this is how they setup theirs; she said if Council wanted it changed to six months, then they can do that, but they just liked how they did theirs and decided to adopt that as well; Mr. Echols said the sooner the better; Ms. Baldwin stated the ordinance could be amended to six months; Mr. Echols made a motion to amend the ordinance to six months from today's date. Chairwoman Ezernack stated the vote to amend the ordinance to six months from today's date instead of a year from today's date.

Upon a motion by Mr. Echols, second by Mr. Clark and unanimously approved to Finally adopt as amended Ordinance No. 11,883, amending Chapter 37, Zoning, Article II. Definitions and Rules on Interpretation, Section 37-21, Definitions; Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses, Article VI. Section 37-92, Use Standards, Section 37-38 Industrial Use Districts, Table 3.5 and Article IX Administration and Enforcement. Section 37-131 Violations, of the Code of the City of Monroe of the ordinance of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

(c) Upon a motion by Ms. Woods, second by Mr. Wilson and unanimously approved to finally adopt Ordinance No. 11,884, amending Chapter 37, Zoning, Article IX. Administration and Enforcement, Section 37-130 Procedures, of the Code of the City of Monroe of the ordinance of the City of Monroe, Louisiana; repealing all ordinances in conflict herewith. (P&Z)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

(d) Upon a motion by Mr. Wilson, second by Mr. Clark and unanimously approved to finally adopt Ordinance No. 11,885, authorizing the City of Monroe to take corporeal possession of the property described below and sell to Victoria McFarland all rights, title and interest that the City may have acquired to Lot 5, Block 3, Renwick Addition, Ouachita Parish, District 3, Monroe, La, by Adjudication at Tax Sale dated July 9, 2009, and further with respect thereto. (Legal)

Chairwoman Ezernack opened the public hearing and seeing no one come forward, the hearing was declared closed.

(e) Upon a motion by Ms. Woods, second by Mrs. Ezernack and unanimously approved to finally adopt Ordinance No. 11,886, authorizing the issuance of an amount not exceeding Thirty-Six Million Dollars ($36,000,000) Water Revenue Bonds, in one or more series, of the City of Monroe, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith. (Admin.)

Chairwoman Ezernack opened the public hearing and coming forward:

Mayor Mayo asked that Mr. Namby Thompson, Government Consultants and Mr. Wes Shafto, Boles Law Firm and would come forward to speak on the bonds; Mr. Shafto stated this project has been worked on for some time and it will make some much needed improvements for the City with the expansion of the current treatment facility that was completed in the late 1960's; the bond sale was today and Mr. Thompson will explain, treasury yields were down and the underwriters were pleased with the sale of the bonds; Mr. Thompson commented they went into the market to sell the bonds and were not to exceed $36 million according to the ordinance; the underwriters, Piper Jaffray & Co., Birmingham, Alabama and Crews & Associates, Inc., Little Rock, Arkansas took orders on all of the bonds, thirty year bonds and they were insured and were able due to A credit rating of the City, and the bonds and the underline for the City is an A+ and the water revenue bonds were an A; they were able to obtain insurance to insure the bonds so that if anything happened in the future, the bond holders would be protected and by obtaining the insurance, were able to lower the interest rate, and the true interest cost is 4.07 per cent and

funded will be on November 23 and will be able to give the city their money and be able to start the water treatment plant; he thanked Ms. Rowell, Melanie Watson, Tom Janway and Sean Benton for getting them the information; Mr. Wilson asked Mr. Shafto if there were any co bond minority attorneys; he said there were local firms, but didn't have the names present with him, but did when it was introduced and one was the Sumarall firm, Chelsea Williams and they do make sure to include local firms; Mayor Mayo commended Mr. Thompson, Government Consultants on his work with this project, the airport, I-20 Economic Development District, the Tower Armand and refinancing and a number of other projects he has been involved with and concerning the involvement of local attorneys, it has probably been ten or eleven over the years that have been used and have tried to divide it up and in addition to using underwriters; he commended them on a job well done and the Boles Law firm and to keep it up; Mrs. Ezernack thanked everyone involved and are close to seeing some things happen.

See no one else come forward, the hearing was declared closed.

CITIZENS PARTICPATION

1. Mr. Tyrone Dickens, K-9, stated a lot of people were unaware of what he was saying last week and do apologize for going off and that's not him, but everybody do get angry and it's being who he is; he said he and everybody read it in the Citizen and of course, Mr. Roosevelt Wright; he told Mr. Echols it was good seeing him at Rev. Roosevelt Wright's church on Sunday and didn't walk past him, but did shake his hand; he said his thing is that he is not ashamed to say of his past and of course he can't hide it from Eugene, because he is the one who chased him in all of it; he said he's not going to deny it and yes, a man should have a second chance in life to redeem himself and if we keep beating people down, you won't want a job, not going to want to do nothing but get back on the street, sell drugs or whatever; he said he felt like whoever it may encourage to get this message; he said everybody know what this is behind, it's no secret and hopefully next time Mayor, they will take a better picture of me and you and Mayor Mayo said, that it wasn't his better picture; Mr. Dickens said he has no problem and if anybody had asked him to help and he has helped every last one sitting up there with the exception of Mr. Echols and if Mr. Echols had come to him, if he had seen somebody that he didn't want to go against, then probably would have helped him; he commented that he was a convicted felon and make sure that you understand that good, that he was a convicted felon, but he is now a community activist and a lot of people were upset; he said he is now able to vote and will post this on Facebook and do you know how that makes a person feel, that you actually come up on the right side of the road now; he said to the Mayor and the Council members to get ready, punches are going to come and to always remember that a bear get tired of getting poked.

There being no further business to come before the Council, the meeting was adjourned at 7:12 p.m., upon a motion of Mr. Clark and seconded by Mr. Wilson. (There were no public comments)

Mrs. Gretchen Ezernack
Council Chairwoman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

***For extended details on the Council meeting please call the Council Clerk, Monday-Friday at 329-2252; also, a recording of the minutes can be sent via email to you.**

CITY OF MONROE, LOUISIANA
LEGAL DEPARTMENT
CIVIL DIVISION
TEL (318)329-2240 FAX (318)329-3427
400 Lea Joyner Memorial Expressway
P.O. Box 123
Monroe, Louisiana 71210-0123

ANGIE D. BALDWIN
City Attorney

BRANDON W. CREEKBAUM
Assistant City Attorney

MEMO

DATE: October 28, 2018

TO: CARLOS RILEY

FROM: BROWNIE BARBO

RE: CONDEMNATIONS FOR CITY COUNCIL ON NOVEMBER 13, 2018

Please place the following condemnations on the agenda for the City Council on November 13, 2018

1. 518 Hilton Street (D1) (Owner - Joseph C. Varino, et al; Rountree Law Offices c/o James A Rouitree)

2. 3707 Barlow street (D3) (Owner - Mariah Bradford)

c: Ellen Hill
Catherine Robinson
Karen Goree
Hubert Murphy
Stacy Newbill
Jimmie Bryant
Stacie West

COMMUNITY DEVELOPMENT DIVISION

Agenda Items for November 13, 2018

1. Accept the bid of Wilson Enterprise in the amount of $18,441.18 for a structure located at **1121 Alabama Street, Terminal Heights Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

2. Accept the bid of Vincent Brown Construction in the amount of $30,371.00. for a structure located at **4308 White Street, Booker Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

3. Accept the bid of Bright Construction, LLC in the amount of $20,150.00 for a structure located at **4220 White Street, Booker T Washington Addition** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

4. Accept the bid of Bright Construction, Inc. in the amount of $20,500.00 for a structure located at **1603 South 8th, Ouachita Cotton Mills Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

5. Accept the bid of Bright Construction, LLC in the amount of $23,700.00 for a structure located at **206 Pershing Ave., Lee Avenue Neighborhood** under the **Community Development**

Block Grant (CDBG) Moderate Emergency Program as recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16,2018 and further providing with respect thereto.

6. Accept the bid of Bright Construction, LLC in the amount of $30,500.00 for a structure located at **2909 South Grand Street, Grayling Lane Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

7. Accept the bid of Bright Construction, LLC. in the amount of $8,546.00 for a structure located at **910 Binson Circle, Robinson Place Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

8. Accept the bid of Wilson Enterprise in the amount of $26,741.31 for a structure located at **1501 South College Avenue, Booker T Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

9. Accept the bid of Wilson Enterprise in the amount of $22,936.00 for a structure located at **2918 Renwick Street, Booker T Washington Neighborhood** under the **Community Development Block Grant (CDBG) Moderate Emergency Housing Rehabilitation Program as** recommended by the Planning & Urban Development Director as being the lowest and best bid meeting the specifications. This structure was bided on October 16, 2018 and further providing with respect thereto.

TAXATION & REVENUE

City of Monroe, Louisiana

MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Director

Re: Renewal for (November 13, , 2018)

Date: November 6, 2018

Class A

1. TRIO'S – JOHNNY JOHNSON
2. FAT PELICAN- CAROL TUBBS
3. TACO BANDIDO -SHARON ROSS
4. TASTE OF INDIA – SWATHI, LLC (PRATHAP THOTA)
5. PORTICO- W. TRAPPEY, ROY ARTHUR & LINDSAY LEAVITT
6. BLEND – MUGSHOTS (DARYL FORTENBERRY)
7. GENO'S- FRANK BRUSCATO
8. SPORTS BAR & LOUNGE-HESBIN (ROOSEVELT BINGHAM, JR.)
9. SHANANIGAN III -PATRICK ANDERSON
10. ENOCH'S – JOHN JETERS
11. BAYOU BOWL-LAUREN CUSIMANO
12. FLYING TIGERS BREWERY – FLYER TIGERS BREWERS LLC

TAXATION & REVENUE DIVISION
P. O. BOX 123 • MONROE, LA 71210-0123 • PHONE 318-329-2220 • FAX 318-329-2362

13. BAYOU LANDING – KAYCEE WOOD
14. BRASS MONKEY – STEWART LLC (NICOLE BLAKE)
15. PINK – BOBBY MYERS
16. EARL'S TBJ'S LLC-CHARLES WYATT
17. PARISH RESTAURANT -CORY BAHR
18. RAWZ LLC – PHOULAYRANH KEOMALITHONA
19. SIPPERS'S -VALENCIA JONES
20. TOWNEPLACES SUITE BY MARRIOTT- DEWEY WEAVER JR.,
21. NEW FACES – CURTIS SPEARS
22. COTTON – JOHN HOWELL, SR.
23. RODEWAY INN & SUITES -RUSSELLVILLE LODGING INC.
24. TK'S BAR & GRILL – RUSSELLVILLE LODGING INC.
25. MONAGO'S FIELDHOUSE – WILLIAM TRAPPEY
26. MELYVN'S – MELYVN MCCOY
27. RED LOBSTER #0543 – RED LOBSTER REST. LLC
28. COOTER BAY- CBAY LLC (ANNA DENNY)
29. MUSTANG SALLY – ALD HOLDING LLC (ANNA DENNY)
30. HAMMERS NIGHTCLUB -HARLAAD LLC (JOSH & JOHNATON NICHOLSON)
31. DON TOMAS RESTAURANT- TOM HARDY

CLASS B

1. JOEY'S STOP & GO – GAFFER MAFHAHI
2. E-Z MART #4460 – GPM SOUTHEAST LLC
3. RUSH HOUR – THEAB CORP. (NOORA MUTHANA & MAGED ALRUBADI)
4. DELTA MINI MART #3 – SAMIR ABDULLA
5. TONORE'S WINE CELLAR – RUSSELL KICEY
6. SAI-U-PAK-IT- RAJINER MAHAJAN
7. SOUTH 2ND HOP IN – GX LOUISIANA LLC
8. FAST STOP – K & A STORE LLC
9. DOWNTOWN MNI MART – KHALED NAGI
10. NORTHSIDE STORES, LLC- ADEL NAGI
11. UNIVERSITY U-PAK-IT – JOHN ESSWEIN
12. OASIS – MICHEAL & KELLY QUARLES
13. FAMILY STOP & SAVE – KHALED NAGI

14. QUICK & EASY #2 -ABDUL SALEM & AZIZ MANA
15. QUICK & EASY – ABDUL SALEM & AZIZ MANA
16. SMOKERS PARADISE & SPIRIT – FAIZAN REHMAN & AZIM JALALDIN
17. SMOKERS PARADISE & DIAQUIRIES – AAFAJR LLC
18. NOW & SAVE #18 – SOOKHAM DHILLON
19. NOW & SAVE # 16 – SOOKHAM DHILLON & DILBAGH SINGH
20. NOW & SAVE #4 – SOOKHAM DHILLION
21. NOW & SAVE #9 – SOOKHAM DHILLON & SURINDER KAUR
22. NOW & SAVE #7 – SOOKHAM DHILLON
23. NOW & SAVE #5 – SOOKHAM DHILLION
24. NOW & SAVE #3 – SOOKHAM DHILLON
25. SMOKERS OASIS – KUMAR KHADKA
26. WALGREENS #17055 – WALGREENS LOUISIANA CO. INC.
27. WALGREEN #17986 – WALGREENS LOUISIANA CO. INC.

CLASS C

1. RIVERSIDE CONEY ISLAND – THOMAS HARDY
2. JOHNNY PIZZA #9 – JOHNNY PIZZA HOUSE INC. (MCKEEN PLACE)
3. JOHNNY PIZZA #1 – JOHNNY PIZZA HOUSE INC. (DESIARD STREET)
4. TONY'S PIZZA – YLLI MAKOLLI

CLASS D

1. DELTA MINI MART #5 – NORTHEAST LA WHOLESALE OIL & GAS CO.

CLASS E

1. LOTUS CLUB – LOTUS CLUB OF MONROE INC.
2. AMERICAN LEGION – F.D. THOMPSON POST 521

CLASS F

1. DAN HOLT'S CHIROPRACTIC DAY RESORT- DAN HOLT
2. TRIPLE S CLUB – TRIPLE S CLUB

CLASS G

1. S & O WINE LLC – SOUTHERN BEVERAGE COMPANY

TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Director

Re: NEW for (November 13, , 2018)

Date: November 6, 2018

Class A

HAMMERS NIGHTCLUB
5203 DESIARD STREET
MONROE, LA 71203

OWNERS: JONATHAN & JOSH NICHOLSON

CO- CLEAR
DISTANCE REPORT CLEARED
SALES TAX CLEARED

TAXATION & REVENUE DIVISION
P. O. BOX 123 • MONROE, LA 71210-0123 • PHONE 318-329-2220 • FAX 318-329-2362

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 1121 ALABAMA STREET (WILSON ENTERPRISE) IN THE AMOUNT OF $18,441.18 FROM CDBG B-16-MC-22-0005-E-407, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 1121 Alabama Street (Wilson Enterprise) to provide $18,441.18 from B-16-MC-22-0005-E-407 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 4308 WHITE STREET (DC'S DESIGNS) IN THE AMOUNT OF $30,371.00 FROM CDBG B-16-MC-22-0005-E-408, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 4308 White Street (DC's Designs) to provide $30,371.00 from B-16-MC-22-0005-E-408 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 4220 WHITE STREET (BRIGHT CONSTRUCTION) IN THE AMOUNT OF $20,150.00 FROM CDBG B-16-MC-22-0005-E-405, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 4220 White Street (Bright Construction) to provide $20,150.00 from B-16-MC-22-0005-E-405 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 1603 SOUTH 8TH STREET (BRIGHT CONSTRUCTION) IN THE AMOUNT OF $20,500.00 FROM CDBG B-16-MC-22-0005-E-411, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 1603 South 8th Street (Bright Construction) to provide $20,500.00 from B-16-MC-22-0005-E-411 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____

CHAIRMAN

_____

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 206 PERSHING AVENUE (BRIGHT CONSTRUCTION) IN THE AMOUNT OF $23,700.00 FROM CDBG B-16-MC-22-0005-E-410, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 206 Pershing Avenue (Bright Construction) to provide $23,700.00 from B-16-MC-22-0005-E-410 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 2909 SOUTH GRAND (BRIGHT CONSTRUCTION) IN THE AMOUNT OF $30,500.00 FROM CDBG B-16-MC-22-0005-E-406, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 2909 South Grand (Bright Construction) to provide $30,500.00 from B-16-MC-22-0005-E-406 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 910 BINSON CIRCLE (BRIGHT CONSTRUCTION) IN THE AMOUNT OF $8,546.00 FROM CDBG B-16-MC-22-0005-E-409, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 910 Binson Circle (Bright Construction) to provide $8,546.00 from B-16-MC-22-0005-E-409 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 1501 SOUTH COLLEGE (WILSON ENTERPRISE) IN THE AMOUNT OF $26,274.31 FROM CDBG B-16-MC-22-0005-E-404, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 1501 South College (Wilson Enterprise) to provide $26,274.31 from B-16-MC-22-0005-E-404 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____

CHAIRMAN

_____

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs._____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A HOUSING REHABILIATION CONTRACT BY AND BETWEEN THE CITY OF MONROE AND 2918 RENWICK STREET (WILSON ENTERPRISE) IN THE AMOUNT OF $22,936.00 FROM CDBG B-16-MC-22-0005-E-402, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Housing Rehabilitation Contract between the City of Monroe and 2918 Renwick Street (Wilson Enterprise) to provide $22,936.00 from B-16-MC-22-0005-E-402 CDBG Funds. Community Development Block Grant funds are to be used as specified under the terms and conditions of the Housing Rehabilitation Contract.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Housing Rehabilitation Contract on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, 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 _____, 2018.

_____
CHAIRMAN

_____
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 THE APPOINTMENT OF JAY MARX TO THE CAPITAL INFRASTRUCTURE COMMISSION OF THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the seat on the Capital Infrastructure Commission previously held by Dr. Janet Haedicke has been left vacant due to her resignation; and

WHEREAS, Dr. Janet Haedicke was the appointee of Mayor James E. Mayo; and

WHEREAS, Mayor Mayo desires that Jay Marx be appointed to the seat vacated by Dr. Janet Haedicke and to serve on the commission pursuant to the rules established therefor.

NOW, THEREFORE BE IT ORDAINED that Jay Marx, be appointed to fill the vacant seat of Dr. Janet Haedicke on the Capital Infrastructure Commission of the City of Monroe pursuant to the rules established therefor.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

October 31, 2018

Mayor James E. Mayor

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

To the Council please consider a request from the Street Division of the Public Work Department to purchase a six- yard Dump Body Truck. The estimated cost of this Dump Body Truck $95,200.00. Funds for this purchase will be derived from the Street Division capital account 1000 4000 3006 6700.001.

Respectfully Submitted,

Toney L. Gibson

Toney L. Gibson/Purchasing Buyer

Cc: Mr. Tom Janway, Public Work Director
Mr. Carnal Person, Street Superintendent
Mr. Darryl Scott, Central Maintenance Manager
Mr. Greg Yoes, Purchasing Manager

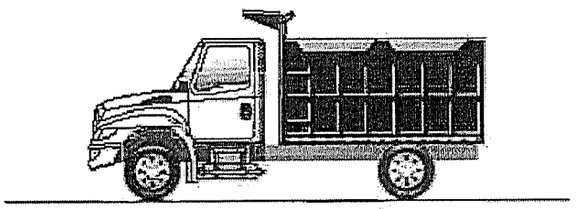
Attachment

INTERNATIONAL® October 17, 2018

Prepared For:
CITY OF MONROE
DARRELL SCOTT
1014 Grammont Street
Monroe,, LA 71210-0123
(318)329 - 2267
Reference ID: N/A

Presented By:
SCOTT TRUCK, L.L.C.
Tim Ramsey
1000 MLK JR. Dr.
MONROE LA 71203 -
(318)388-9237

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2019 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 35000. Calc. GVWR: 35000 Calc. Geared Speed: 79.6 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 43.00
ENGINE, DIESEL:	{Cummins B6.7 280} EPA 2017, 280HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Navistar Select} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Navistar Select} Single Reduction, 23,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Varl-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 43.00 Axle to Frame.	5474/2935	8409
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	Notes : Pricing may change if axle configuration is changed.		
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	129/153	282
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2AUV	AXLE, FRONT NON-DRIVING {Navistar Select} I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-27/-23	-50
4196	BRAKES, FRONT, AIR CAM 16.5" x 5", Includes 24 SqIn Long Stroke Brake Chambers	136/0	136
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	1/0	1
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control	4/1	5
4EBS	AIR DRYER {Bendix AD-9} with Heater	16/12	28
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/206	206
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	37/1	38
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	12/9	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	0/0	0
5708	STEERING COLUMN Tilting	14/2	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	28/-6	22
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	123/45	168
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
7WCM	EXHAUST HEIGHT 8' 10"	1/0	1
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8541	HORN, ELECTRIC (2) Disc Style	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard or Sleeper Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord	0/0	0
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total	23/30	53
8RMR	RADIO AM/FM/CD/WB/Clock/3.5MM Auxiliary Input	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TME	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers That Have Amber or Side Turn Lamps	0/7	7
8VUL	BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Left Side Back of Cab	-16/24	8
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "WP"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10WUE	MUD FLAPS, FRONT WHEELS (2) Rubber, Behind Front Wheels, Mounted on Fender Extension	12/0	12
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12EJY	ENGINE, DIESEL {Cummins B6.7 280} EPA 2017, 280HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 280 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On	0/0	0
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sqln Louvered, with 313 Sqln Charge Air Cooler. with In-Tank Transmission Cooler	0/0	0
12VBR	AIR CLEANER with Service Protection Element	0/0	0
12VGM	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2018	0/0	0
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	2/0	2
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/ B6.7 or ISL/L9 Engines	0/0	0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	210/73	283
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Left Side of Transmission	0/0	0
14AJW	AXLE, REAR, SINGLE {Navistar Select} Single Reduction, 23,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.14	0/355	355
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring	0/66	66
15LLP	LOCATION FUEL/WATER SEPARATOR Mounted Inside Left Rail, Back of Cab	0/0	0
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), with Quick Connect Outlet, Mounted Left Side, Under Cab	4/12	16
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional	0/0	0
16BAM	AIR CONDITIONER with Integral Heater & Defroster	56/0	56

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	2/0	2
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment	34/37	71
16SNL	MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	42/0	42
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps Per Door, for use with Regular and Extended Cabs	0/0	0
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
7372135425	(4) TIRE, REAR 11R22.5 Load Range G HDL2 DL ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/176	176
7372135429	(2) TIRE, FRONT 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position	66/0	66
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
40KMD	SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; $550 (USA) Maximum Benefit per Incident	0/0	0
40PGG	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/250,000 Miles (400,000 km), Excludes Extended Warranty for Engine and Transmission	0/0	0
40SYV	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/300,000 Miles (480,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
	Total Component Weight:	**6504/4152**	**10656**
1	Warren dump per enclosed specifications	0/0	0
	Total Body Allied:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2019 MV607 SBA (MV607)

(US DOLLAR)

Description		Price
Factory List Prices:		
Product Items	$115,007.00	
Service Items	$12,200.00	
Total Factory List Price Including Options:		$127,207.00
DOT INSPECTION	$30.00	
INSTALL FIRE EXTINGUISHER & FLARE KIT.	$90.00	
LA State Waste Tire Fee 4x2	$30.00	
Total Preparation And Delivery:		$150.00
Freight	$2,400.00	
Total Freight:		$2,400.00
Total Factory List Price Including Freight:		$129,757.00
Less Customer Allowance:		($44,757.00)
Total Vehicle Price:		$85,000.00
Total Body/Allied Equipment:		$10,200.00
Total Sale Price:		$95,200.00
Total Per Vehicle Sales Price:		$95,200.00
Net Sales Price:		$95,200.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

RESOLUTION

STATE OF LOUISIANA NO._____

CITY OF MONROE

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

A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND REBEL BMX FOR USE OF THE CIVIC CENTER HORSE PAVILION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe owns the Civic Center Horse Pavilion which is located on the east side of the Monroe Civic Center Complex; and

WHEREAS, Rebel BMX has been using the Civic Center Horse Pavilion in accordance with a previously entered into Cooperative Endeavor Agreement; and

WHEREAS, in order to use the facility to generate revenue in the City of Monroe by way of increasing sales taxes, the City has met with Rebel BMX and reviewed data collected by Rebel BMX regarding the number of participants that utilize the facility, which benefits the City of Monroe by increasing sales taxes and the City of Monroe has determined that the attached Cooperative Endeavor Agreement with Rebel BMX is in the best interest of the City of Monroe; and

WHEREAS, Rebel BMX's use of the Civic Center Horse Pavilion makes the City of Monroe unique in offering an indoor track area for racing which attracts participants from the central area of the United States who use hotels, restaurants and shop in area stores during their stay in the City of Monroe; and

WHEREAS, there are several outdoor race tracks from Dallas, Texas to Jackson, MS, there is only one indoor race track in Dallas and Monroe will be able to offer the only other indoor track facility in the vicinity of the other outdoor track facilities which affects the number of participants who will spend money to come to a facility where there is guaranteed racing because it will not be effected by weather conditions; and

WHEREAS, the cost of preparing the Horse Pavilion for such races is provided by Rebel BMX and includes improvements to the Horse Pavilion which benefit the City of Monroe.

WHEREAS, if Rebel BMX's operation of the Civic Center Horse Pavilion through the attached Cooperative Endeavor Agreement does not prove to increase sales tax revenue, the City of Monroe is able to withdraw its consent for the use of said facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That the attached Cooperative Endeavor Agreement between the City of Monroe and Rebel BMX is approved and Mayor James E. Mayo is hereby authorized to sign the attached agreement.

This Resolution having been submitted in writing, introduced 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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

STATE OF LOUISIANA

PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates set forth below, personally came and appeared:

> **THE CITY OF MONROE, LOUISIANA** ("City"), a political subdivision of the State of Louisiana, appearing herein through James E. Mayo, Mayor, authorized by action taken at its Regular Meeting on _____, 2018; and,
>
> **REBEL BMX** ("RBMX"), a Louisiana Non-Profit Corporation domiciled at 115 Cotton Street, West Monroe, LA 71291 and appearing herein through its duly authorized representative, Mr. Ted Bailey;

who by these presents do covenant and agree as follows:

WHEREAS, the City of Monroe owns certain property situated on the east side of the Monroe Civic Center and known as the Monroe Equestrian Arena, herein referred to as the "Property;

WHEREAS, the Property is not presently being used by the City, has not been used for many years but for some limited occasions and the City of Monroe has no plans for the use of said property;

WHEREAS, RBMX has used the Property and operated a covered off-road bicycle riding/racing course and related facilities since 2015 (hereinafter "BMX complex");

WHEREAS, the establishment and operation of said BMX complex benefits the citizens of the City of Monroe through the promotion of youth and adult recreation and the attraction of local and regional competitions or events that promote beneficial economic activity; and,

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

NOW, THEREFORE:

1) The City of Monroe hereby grants RBMX a right-of-use of the following property: Monroe Civic Center Equestrian Arena situated east of the Monroe Civic Center for the purpose of establishing and operating a BMX complex;

2) RBMX agrees that if at any time during the term of this Agreement RBMX ceases to actively operate the BMX complex on the Property this Agreement shall be terminated *ipso facto*;

3) RBMX agrees to hold a minimum of two events per month;

4) RBMX agrees the City of Monroe will make no construction accommodations of any kind or character to achieve the establishment or operation of the BMX complex;

5) RBMX agrees to pay all water, sewer and electrical charges and agrees to undertake the necessary actions to have such utility services separated from the present accounts in the name of the City of Monroe;

6) **THE PARTIES ACKNOWLEDGE THAT BEFORE EXECUTING THIS AGREEMENT RBMX HAD AMPLE OPPORTUNITY TO EXAMINE**

AND INSPECT THE SUBJECT PROPERTY. THE PARTIES EXPRESSLY AGREE THAT OTHER THAN THE WARRANTY OF TITLE SPECIFICALLY SET FORTH HEREIN, THE CITY OF MONROE MAKES NO WARRANTY WHATSOEVER AND NONE SHALL BE IMPLIED AS TO THE CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PORTION OR ALL OF THE SUBJECT PROPERTY AND WITH RESPECT TO THE CONDITION OF SAID PROPERTY THE RIGHT OF USE GRANTED HEREBY IS MADE, AND THE SAME IS ACCEPTED BY RBMX "AS IS."

7) RBMX further agrees to defend, indemnify and hold-harmless the City of Monroe and any of its officers, agents or employees from any claims or actions arising out of RBMX's use of the Property subject to this Agreement;

8) During the term of this Agreement RBMX agrees to maintain a policy (or policies) of property, casualty, and liability insurance covering the property and the activities conducted thereon naming the City of Monroe as an additional named insured. Said policy(ies) shall have primary coverage limits of not less than $1,000,000.00 per occurrence and umbrella coverage with policy limits of not less than $1,000,000.00 per occurrence. The City of Monroe shall be named as an additional insured on such policy(ies) and shall be given notice of any cancellation thereof. RBMX shall provide the City of Monroe with proper Certificate(s) evidencing such insurance coverage;

9) RBMX will be responsible for all maintenance and repairs of the grounds and improvements made part of the proposed RBMX complex and will at all times maintain said complex and the Property in such manner as is reasonable and necessary for the safe and prudent use of such facilities;

10) RBMX further acknowledges that the City of Monroe uses some of the facilities during the Ark-La-Miss fair and it is understood and agreed that those portions of the property which have heretofore been used for these purposes shall be used by the City and RBMX shall not interfere in any manner with the City's use of the property during the times of the mentioned project by the City(such use and configuration is attached hereto as Exhibit "A" and has been approved as to form by the ARKLAMIS);

11) RBMX shall keep the Property free and clear from any liens, including labor or material liens. The City of Monroe shall have the right to require RBMX to post sufficient security to prevent or cancel such liens upon 30 days written notice. The failure of RBMX to post such security shall be grounds for the immediate termination of this Agreement;

12) RBMX agrees that any BMX programs or other recreational programs conducted on the Property shall be equally available to all residents of the City of Monroe;

13) Upon the termination of this Agreement RBMX may remove any improvements it has placed on the property, whether movable or immovable. If RBMX fails to remove such improvements within 90 days of written demand from the City of Monroe then the City of Monroe shall at its option elect to have such improvements removed at RBMX's expense or keep and claim ownership of such improvements. In the event the City of Monroe elects to so keep such improvements it shall have no obligation to compensate RBMX for the value of the materials and workmanship incorporated into such improvements or for any enhanced value of the Property resulting from such improvements;

14) The City of Monroe shall have no obligation to perform any construction activities on or adjacent to the property, including the construction of any parking lots or access roads.

15) RBMX shall not have the right to assign its rights under this Agreement to any successor or other entity without the written consent and acceptance of such assignment by the City of Monroe;

16) RBMX shall account monthly to the City of Monroe regarding the number of registered participants in the events held by RBMX, said registration of participants to include the participant's residence, the length of stay in the City of Monroe, meals eaten at restaurants, shopping during the event stay and approximate amount of funds spent during the event. Registration applications shall be kept for at least six months following the year in which said participation was reported and shall be made available to the City of Monroe upon request.

17) For purposes of this Agreement all notices shall be sent to the City of Monroe by U. S. Mail at "Office of the City Attorney, c/o City of Monroe, P.O. Box 123, Monroe, LA 71210-0123 and to RBMX at "Rebel BMX, 115 Cotton Street, West Monroe, LA 71291";

18) Rebel BMX will not interfere with the yearly presentation of the ArkLaMiss fair held at the Monroe Civic Center during the fall of any year to which the agreement applies;

19) This Agreement shall have an initial term of one (1) year beginning November 14, 2018 through November 14, 2019, with one (1) additional year upon RBMX and City officials meeting at least by September 1, 2019 to discuss the viability of the additional one (1) year option, such viability to be determined by the City based upon the records submitted by RBMX, but, any event may be terminated by either party upon giving six (6) weeks notice to the other party in writing prior to termination.

20) **The Parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this cooperative endeavor agreement.**

THUS DONE AND SIGNED on this_____day of _____, 2018, at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE

_____

BY: _____
James E. Mayo, Mayor

_____

THUS DONE AND SIGNED on this_____day of ____, 2018 at _____, Louisiana.

WITNESSES:

REBEL BMX

_____

BY: _____
Ted Bailey, Authorized Representative

_____

RESOLUTION

NO. _____

STATE OF LOUISIANA
CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO APPLY FOR AND ACCEPT A FIRE ACT GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE PURCHASE OF TWO (2) WASHERS/EXTRACTORS AND TWO (2) DRYERS AND FURTHER PROVIDING WITH RESPECT THERETO:

BE IT RESOLVED, by the City Council, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered to apply for and accept a Fire Act Grant through the Federal Emergency Management Agency for the Monroe Fire Department in the total amount of $30,000.00.

BE IT FURTHER RESOLVED, that said grant will be attached hereto and made a part hereof upon filing.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared adopted on the ___ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

MONROE FIRE DEPARTMENT
1810 Martin Luther King Jr. Blvd.
Monroe, LA 71202
(318) 329-2474 Office (318) 329-4189 Fax

Terry L. Williams
Fire Chief

James E. Mayo
Mayor

Deputy Fire Chiefs
Chief Courtney Foster
Chief Robert Washam
Chief David Anthony
(318) 329-2491

Communication
Chief Ocie Jones
(318) 329-2514

Training
Chief Edward Chisley
(318) 329-2481

Investigations
Chief Tommy James
(318) 329-2536

Prevention
Chief Terry Dyer
(318) 329-3424

Maintenance
Chief Clifton Corbin
(318) 329-2473

Administrative Assistant to the Fire Chief
Chief Bronson Moss
(318) 329-3236

Budget & Accounting Administrator
Monica S Brown
(318) 812-3165

Secretary to the Fire Chief
Becky Bailey
(318) 329-2474

To: Carolus Riley,
City Council Clerk

From: Chief Terry L. Williams
Monroe Fire Chief

Cc: Stacie Rowell, Angie Baldwin, Rod Guy

Subject: Assistance to Firefighter's Grant Request

Date: November 06, 2018

Please place onto the next regularly scheduled council agenda a resolution authorization the Monroe Fire Department to apply for and accept an Assistance to Firefighters Grant (AFG) through the Federal Emergency Management Agency (FEMA) for the purpose of cleaning firefighter personal protective equipment.

Fiscal Impact Statement

Federal Share	$ 27,273
Applicant Share	$ 2727
Federal Rate Sharing (%)	90/10
Total Budget	$ 30,000

The departmental matching funds will be deducted from the Monroe Fire Department's Account #1000.3500.2700.6600.001 which has a current balance of $55,030.68.

Thank you for your assistance.

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF DIXIE OVERLAND CONSTRUCTION, LLC, IN THE AMOUNT OF $2,885,418.00 AND ALTERNATE NO. 1 IN THE AMOUNT OF $119,055.00. FOR THE PROPOSED BOOSTER STATION PROJECT, AND FURTHER AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the bid of Dixie Overland Constructions, LLC., in the amount of $2,888,418.00, and Alternate No. 1 in the amount of $119,055.00, for the Proposed Booster Station Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received.

BE IT FURTHER RESOLVED that James E. Mayo, Mayor, be and he is authorized and empowered to execute a contract with Dixie Overland Construction, LLC, on behalf of the City of Monroe for said work.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

www.denmon.com

TERRY D.
DENMON, P.E., P.L.S.

THOMAS M.
BONNETTE, P.E.

CHRIS W.
PATRICK, P.E.

RANDY A.
DENMON, P.E., P.L.S.

ROBERT B.
HARRELL, P.E.

CLINTON C.
PATRICK, P.E.

CHARLES N.
HATCH, P.L.S.
(1945-2014)

DENMON ENGINEERING

Engineers and Surveyors

MONROE • BOSSIER CITY
CORPORATE OFFICES LOCATED ON US 165 NORTH AT VENABLE LANE
P.O. BOX 8460 MONROE, LOUISIANA 71211-8460
TELEPHONE: 318-388-1422 FAX: 318-361-5036
EMAIL: mail@denmon.com • WEBSITE: www.denmon.com

October 22, 2018

Ms. Kim Golden, P.E., City Engineer
City of Monroe
802 North 31st Street
Monroe, LA 71201

RE: City of Monroe
Proposed Booster Station
DE Project No. 16-02-01

Dear Kim:

We have carefully reviewed the bids received on October 18, 2018, for the above referenced project. Please find enclosed copies of the Summary of Bids and Bid Tabulation Sheet(s) for your review.

Based upon the bids received, Dixie Overland Construction, LLC of Sibley, LA would be the low bidder with a base bid amount of $2,885,418.00 and an Alternate #1 Bid of $119,055.00. This contractor is licensed to perform this work. We recommend awarding the construction contract to Dixie Overland Construction, LLC.

Please review the enclosed information and contact us with the City's decision for awarding a construction contract to this bidder.

Should you have any questions, please contact me at any time.

Sincerely,

DENMON ENGINEERING

ROBERT B. HARRELL, P.E.

RBH/sah

Encls: As Stated

SUMMARY OF BIDS FOR
CITY OF MONROE
PROPOSED BOOSTER STATION

Bid Date: October 18, 2018
Time: 2:15 P.M.

Place: City of Monroe - Engineering Department
Monroe, LA
DE Project No. : 16-02-01

CONTRACTOR	CONTRACTORS LICENSE NO.	BID AMOUNT	
		BASE	ALTERNATE NO. 1
Dixie Overland Construction, LLC Sibley, LA	62731	$2,885,418.00	$119,055.00
San-Tech, Inc. Ruston, LA	2469	$2,900,000.00	$156,000.00
Womack & Sons Construction Group, Inc. Harrisonburg, LA	54928	$2,954,918.00	$266,046.00
McInnis Brothers Construction, Inc. Minden, LA	4285	$2,999,000.00	$76,000.00
Don M. Barron Contractor, Inc. Farmerville, LA	3683	$3,014,800.00	$125,000.00
Wharton-Smith, Inc. Construction Group Baton Rouge, LA	52227	$3,139,000.00	$77,000.00
Peck Construction, Inc. Farmerville, LA	25119	NO BID	NO BID
Hemphill Construction Co., Inc. Florence, MS	6323	NO BID	NO BID
Amethyst Construction West Monroe, LA	15099	NO BID	NO BID

* - As Tendered on Bid Date

CERTIFIED CORRECT: Robert B. Harrell
ROBERT B. HARRELL, P.E.

BID TABULATION SHEET

PROJECT: CITY OF MONROE
PROPOSED BOOSTER STATION

BID DATE: OCTOBER 18, 2018
DE PROJECT NO. 16-02-01

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNITS	DIXIE OVERLAND CONST., LLC	SAN-TECH, INC.	WOMACK & SONS CONST. GRP., INC.	MCINNIS BROTHERS CONST., INC.	DON M. BARRON CONTRACTOR, INC.	WHARTON-SMITH, INC. CONST. GROUP
1.	Sitework	JOB	$263,338.00	$349,000.00	$390,167.00	$400,000.00	$300,000.00	$440,000.00
	(Complete-In-Place)	L.S.	$263,338.00	$349,000.00	$390,167.00	$400,000.00	$300,000.00	$440,000.00
2.	Plant Piping & Fittings	JOB	$298,657.00	$196,000.00	$197,402.00	$187,000.00	$250,000.00	$200,000.00
	(Complete-In-Place)	L.S.	$298,657.00	$196,000.00	$197,402.00	$187,000.00	$250,000.00	$200,000.00
3.	Disinfection System	JOB	$144,109.00	$228,000.00	$110,000.00	$106,000.00	$190,000.00	$203,000.00
	(Complete-In-Place)	L.S.	$144,109.00	$228,000.00	$110,000.00	$106,000.00	$190,000.00	$203,000.00
4.	Tie-In to Distribution System	JOB	$123,829.00	$81,000.00	$57,866.00	$86,000.00	$150,000.00	$94,000.00
	(Complete-In-Place)	L.S.	$123,829.00	$81,000.00	$57,866.00	$86,000.00	$150,000.00	$94,000.00
5.	Booster Station Building	JOB	$428,400.00	$350,000.00	$385,000.00	$432,000.00	$325,000.00	$406,000.00
	(Complete-In-Place)	L.S.	$428,400.00	$350,000.00	$385,000.00	$432,000.00	$325,000.00	$406,000.00
6.	Booster Station Building Equipment	JOB	$265,927.00	$106,000.00	$60,000.00	$286,000.00	$274,800.00	$43,000.00
	(Complete-In-Place)	L.S.	$265,927.00	$106,000.00	$60,000.00	$286,000.00	$274,800.00	$43,000.00
7.	Ground Storage Tank	JOB	$1,000,000.00	$1,180,000.00	$1,349,483.00	$1,087,000.00	$1,100,000.00	$1,304,000.00
	(Complete-In-Place)	L.S.	$1,000,000.00	$1,180,000.00	$1,349,483.00	$1,087,000.00	$1,100,000.00	$1,304,000.00
8.	All Electrical Work	50	$211,158.00	$260,000.00	$255,000.00	$265,000.00	$275,000.00	$299,000.00
	(Complete-In-Place)	C.Y.	$211,158.00	$260,000.00	$255,000.00	$265,000.00	$275,000.00	$299,000.00
9.	Construction Allowance	JOB	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
		L.S.	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00	$150,000.00
TOTAL BASE BID AS TENDERED BY ABOVE COST EXTENSIONS			**$2,885,418.00**	**$2,900,000.00**	**$2,954,918.00**	**$2,999,000.00**	**$3,014,800.00**	**$3,139,000.00**
TOTAL BASE BID AS TENDERED ON BID DATE			**$2,885,418.00**	**$2,900,000.00**	**$2,954,918.00**	**$2,999,000.00**	**$3,014,800.00**	**$3,139,000.00**

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNITS	DIXIE OVERLAND CONST., LLC	SAN-TECH, INC.	WOMACK & SONS CONST. GRP., INC.	MCINNIS BROTHERS CONST., INC.	DON M. BARRON CONTRACTOR, INC.	WHARTON-SMITH, INC. CONST. GROUP
ADDITIVE ALTERNATE NO. 1 BID ITEMS:								
10.	Decorative Fence (Complete-In-Place)	JOB L.S.	$119,055.00 $119,055.00	$156,000.00 $156,000.00	$266,046.00 $266,046.00	$76,000.00 $76,000.00	$125,000.00 $125,000.00	$77,000.00 $77,000.00
TOTAL ADDITIVE ALTERNATE NO. 1 BID AS TENDERED BY ABOVE COST EXTENSIONS			**$119,055.00**	**$156,000.00**	**$266,046.00**	**$76,000.00**	**$125,000.00**	**$77,000.00**
TOTAL ADDITIVE ALTERNATE NO. 1 BID AS TENDERED ON BID DATE			**$119,055.00**	**$156,000.00**	**$266,046.00**	**$76,000.00**	**$125,000.00**	**$77,000.00**

Certified Correct: _____
ROBERT B. HARRELL, P.E.

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 JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. FIVE (5) TO THE FLOOD CONTROL IMPROVEMENTS TO THE ROCHELLE STREET, ROSELAWN STREET, & 11TH STREET AREA OF MONROE STATE PROJECT NO. H.010919 CONTRACT, BETWEEN THE CITY OF MONROE AND WOMACK & SONS CONSTRUCTION GROUP, INC., FOR A NO COST CHANGE ORDER AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. Five (5) between the City of Monroe and Womack & Sons Construction Group, Inc., for a no cost change order.

BE IT FURTHER RESOLVED that said Change Order is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

CHANGE ORDER

Order No. 5
Date:
Agreement Date: May 11, 2017

NAME OF PROJECT: FLOOD CONTROL IMPROVEMENT TO ROCHELLE ST., S.P.N. H010919

OWNER: City of Monroe

CONTRACTOR: Womack & Sons Construction Group, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

The Change Order closes out the job and only corrects quantities to actual job quantities. See Attached Exhibit.

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE** $1,396,736.23.

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER** $ 1,610,853.88.

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be **Increased** by $0

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be $1,610,853.88.

CHANGE TO CONTRACT TIME:

APPROVED BY:

RECOMMENDED BY: _____ 11/7/18
Randy Denmon, P.E. — Date
Denmon Engineering

ORDERED BY: _____
Honorable James E. Mayo, Mayor — Date
City of Monroe

ACCEPTED BY: James B. Womack 11/7/18
James Womack, President — Date
Womack & Sons Construction Group, Inc

FLOOD CONTROL IMP. TO THE ROCHELLE ST., ROSELAWN ST.,
& 11TH AREA OF MONROE

CHANGE ORDER 5 (Close Out)		CURRENT			AFTER CHANGE ORDER				
		QUANTITY	UNIT	UNIT PRICE	BID PRICE	HANGE ORDER QUANTITY	U. PRICE	PRICE THIS C.O.	DIFFERENCE
502-01-00100	Superpave Asphaltic Concrete	99.9	TONS	$431.00	$43,056.90	68.00	$431.00	$29,308.00	-$13,748.90
704-01-01020	Guard Rail (Single Three Beam)(	-6	FT	$63.50	($381.00)	0	$63.50	$0.00	$381.00
S-003 **	Pavement Striping, 4"	2,916	FT	$32.00	$20,644.80	2,916.00	$13.35	$38,937.70	$18,292.90
ALTERNATE NO. 1 BID ITEMS:									
502-01-00100	Superpave Asphaltic Concrete	TON	$985.00	5	$4,925.00	0.00	$985.00	$0.00	-$4,925.00
									$0.00

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE CITY SREET STRIPING PHASE III CONTRACT, BETWEEN THE CITY OF MONROE AND STRIPE-A-ZONE, LLC, FOR AN INCREASE IN THE CONTRACT AMOUNT OF $7,461.60.00 AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. One (1) between the City of Monroe and Stripe-A-Zone, LLC, for an increase in the contract amount of $7,461.00.

BE IT FURTHER RESOLVED that said Change Order is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

CHANGE ORDER

No. 1

PROJECT: CITY STREET STRIPING - PHASE 3 DATE OF ISSUANCE: November 5, 2018

OWNER: City of Monroe
(Name, P.O. Box 123
Address) Monroe, LA 71201

CONTRACTOR: Stripe-A-Zone LA, LLC
(Name, 24306 Highway 190
Address) Robert, LA 70455

OWNER's Project No. N/A

ENGINEER: Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

CONTRACT FOR: City Street Striping
Phase 3

ENGINEER's Project No. 16E057.11

You are directed to make the following changes in the Contract Documents

Description: See attached schedule of items for quantities revised by this change order.

Purpose: Add items of work to allow for installation of rumble strips at the South 8th and Texas Avenue intersection.

Attachment: Schedule of Items with Revised Quantities, Revised Item Total, and Revised Contract Total.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:	Original Contract Time: (days or date)
$277,770.75	120 days
Previous Change Orders No. ___ to No. ___	Net change from previous Change Orders:
$0.00	None
Contract Price prior to this Change Order:	Contract Time prior to this Change Order: (days or date)
$277,770.75	120 days
Net Increase ~~(Decrease)~~ of this Change Order:	Net Increase (Decrease) of this Change Order: (days)
$7,461.60	0 days
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
$285,232.35	120 days
	days or date

RECOMMENDED
LAZENBY & ASSOCIATES, INC.

BY: _____
ENGINEER
JOSHUA D. HAYS, P.E.

APPROVED
CITY OF MONROE

BY: _____
OWNER
JAMES E. MAYO, MAYOR

APPROVED
STRIPE-A-ZONE LA, LLC

BY: _____
CONTRACTOR
ASHLEE SARGENT, PRESIDENT

CITY STREET STRIPING - PHASE 3

CHANGE ORDER NO. 1

L&A, INC. PROJECT NO. 16E057.11

November 5, 2018

Item No.	Item Description	Unit Price	Units	Original Quantity	Revised Quantity	Amount Over/Under
731-02-00100	Reflectorized Raised Pavement Markers	$5.45	Each	4,791	4,791	$0.00
732-01-01000	Plastic Pavement Striping (4" Width) (Thermoplastic 90 mil)	$1.00	Linear Feet	1,860	1,860	$0.00
732-01-01040	Plastic Pavement Striping (8" Width) (Thermoplastic 90 mil)	$2.00	Linear Feet	3,397	3,397	$0.00
732-01-01080	Plastic Pavement Striping (24" Width) (Thermoplastic 90 mil)	$6.35	Linear Feet	3,378	3,378	$0.00
732-02-02000	Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)	$2,650.00	Mile	62.018	62.018	$0.00
732-03-02000	Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil)	$900.00	Mile	7.182	7.182	$0.00
732-03-02001	Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil) (Black Contrast)	$7,000.00	Mile	0.531	0.531	$0.00
732-03-02030	Plastic Pavement Striping (Dotted Line) (8" Width) (Thermoplastic 90 mil)	$2.00	Linear Feet	53	53	$0.00
732-04-01020	Plastic Pavement Legends and Symbols (Arrow - Straight)	$240.00	Each	2	2	$0.00
732-04-01040	Plastic Pavement Legends and Symbols (Arrow - Double)	$240.00	Each	7	7	$0.00
732-04-01080	Plastic Pavement Legends and Symbols (Arrow - Left Turn)	$240.00	Each	18	18	$0.00
732-04-01100	Plastic Pavement Legends and Symbols (Arrow - Right Turn)	$240.00	Each	10	10	$0.00
732-04-15020	Plastic Pavement Legends and Symbols (Only)	$280.00	Each	18	18	$0.00
732-04-18000	Plastic Pavement Legends and Symbols (RR Crossing)	$875.00	Each	6	6	$0.00
732-04-00001	Plastic Pavement Legends and Symbols (Slow School Zone)	$930.00	Each	14	14	$0.00
732-05-00100	Removal of Existing Markers (Concrete)	$5,200.00	Mile	1.905	1.905	$0.00
732-05-00200	Removal of Existing Markers (Asphalt)	$25.00	Each	4	4	$0.00
S-001	Project Sign (Single Location)	$4,725.00	Lump Sum	100%	100%	$0.00
S-002	Rumble Strips at South 8th Intersection with Texas Avenue	$7,461.60	Lump Sum	0%	100%	$7,461.60
						$7,461.60

ORIGINAL CONTRACT AMOUNT:	$277,770.75
TOTAL OF PREVIOUS CHANGE ORDERS:	$0.00
NET INCREASE (~~DECREASE~~) THIS CHANGE ORDER:	$7,461.60
REVISED CONTRACT AMOUNT:	**$285,232.35**

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE NO._____

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

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT FOR 2018, THROUGH DECEMBER 31, 2020, BY AND BETWEEN THE CITY OF MONROE AND THE MONROE FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NO. 629, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the contract between the Monroe Fire Fighters Association, International Association of Fire Fighters, Local Union No. 629 expired and the parties have been working toward a new agreement; and

WHEREAS, the parties have reached an agreement, which is attached hereto;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective the ___ day of _____, 2018 through December 31, 2020 by and between the City of Monroe and the Monroe Fire Fighters Association, International Association of Fire Fighters, Local Union No. 629 is hereby adopted.

ORDINANCE INTRODUCED on the _____day of _____, 2018.

NOTICE PUBLISHED on the _____day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

STATE OF LOUISIANA
PARISH OF OUACHITA

WORKING AGREEMENT
BETWEEN
CITY OF MONROE, LOUISIANA
AND
MONROE FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL UNION NO. 629, AFL-CIO

INTRODUCTION

On the dates set forth hereinbelow, the City of Monroe (hereinafter referred to as the "City"), and Monroe Fire Fighters Association, Local Union Number 629 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as the "Union"), have executed the following contract:

I. PURPOSE

This agreement is entered into by and between the City and the Union for the purpose of promoting the general efficiency of the fire protection service, to the end that this agreement may achieve and maintain harmonious relations between the City and the Union and to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standard of wages, hours and other conditions of employment. The Union recognizes that it has an obligation and responsibility to promote the safety of the citizens of Monroe and their property at all times.

II. RECOGNITION-BARGAINING

The City recognizes the Union as the sole and exclusive collective bargaining agent for all full-time firefighters, drivers, fire communications officers, assistant mechanics, fire inspectors, captains, fire investigator, training officers, fire department mechanics, secretary-to-chief, budget and accounting administrator and records clerks for purposes of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment. Excluded from the terms of this agreement are the fire chief, administrative assistant to the fire chief, deputy chief, chief of fire prevention, assistant chief of fire prevention, chief fire investigator, chief of training, chief of fire communications officer, and district chiefs. Notwithstanding this general exclusion, all classified fire service employees shall be covered by Article XIII and Appendix A to this Agreement.

III. EXISTING LAWS EFFECTIVE

It is recognized that employment in the Monroe Fire Department is regulated by the Fire and Police Civil Service Law of the State of Louisiana. It is further recognized that there is considerable legislation enacted by the United States Congress, Louisiana State Legislature and ordinances enacted by the City of Monroe, which affects working conditions and terms of employment of employees of the Monroe Fire Department. It is understood and agreed that all such laws are fully effective and shall be complied with except as same may be herein specifically modified.

IV. DUES AND ASSESSMENTS

The City shall deduct each pay period regular Union dues from the paycheck of each Union member so long as the employee has voluntarily executed a written specific authorization for such deduction. Said authorization shall be revocable at any time at the will of the employee, only by delivery of a letter of revocation to both the Chief of the Fire Department and to the Secretary-Treasurer of the Union. The amount of the dues deduction and a list of employees who have signed the written authorizations referred to above, and a copy of all such authorizations referred to above, and a copy of all such authorizations will be furnished to the Director of Administration of the City and shall be kept up to date by the Union.

V. UNION BUSINESS

Union officials shall be granted reasonable time with full pay to perform their Union duties. At least two Union officials will be granted time off with full pay to attend the International Association of Fire Fighters Convention; at least five Union officials, but not more than two delegates from any one shift, will be granted time off with full pay to attend the Professional Fire Fighters Association Convention; and at least two Union officials will be granted time off with full pay to attend the Louisiana AFL-CIO Convention. Time off with pay may be granted to Union members to attend special meetings as approved by the Chief. The president and secretary-treasurer of the Union shall be allowed time off with pay to attend all regularly scheduled monthly Union meetings, provided they attend all regularly scheduled monthly Union meetings which are scheduled during their non-working times. The City will provide access to and the use of its City Council Chambers or other suitable accommodations as mutually agreed to.

VI. MANAGEMENT RIGHTS

All managerial rights are reserved to the City except as herein expressly limited. Subject only to the other provisions of this agreement, the City reserves the right to hire, promote, classify, transfer, assign, or retain employees in positions within the Department in accord with applicable law; to establish work rules, rules of conduct and regulations for employees covered by this agreement; to take any appropriate disciplinary action against employees; to schedule work shifts and hours of work in a manner which does not conflict with other provisions of this agreement; to lay off employees; to require physical and mental examinations of employees which the City will pay for, including physical examinations required for promotion and for any other purposes; to determine the size and composition of the work forces to determine the best methods and technology by which operation of the Fire Department will be conducted and to introduce new equipment and technology.

VII. BULLETIN BOARDS

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each station and work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The City will also provide the Union with access to its electronic mail system for publication of Union notices to represented employees.

VIII. STRIKES AND LOCKOUTS

Section 1. The Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, sympathy strikes, refusal to cross picket lines, work slowdowns, work stoppages, work interruptions, delays or work sitdowns, refusals to work overtime, nor any mass false illnesses. The Union understands and agrees that violation by an employee of this Article shall be willful failure to perform the duties of the employee's position in a satisfactory manner. The City Shall have the right to require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the City. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

Section 2. Upon receipt of written notice by the City that employees covered by this agreement are engaging in the conduct prohibited by Section 1 above, the Union will post notices on the bulletin boards customarily used by the Union, which notices shall bear the signature of a duly authorized representative of the Union and shall state that a violation of the no strike clause is in progress, that such conduct is willful failure to perform the duties of the employee's position in a satisfactory manner, and that all employees are instructed to return to work immediately.

IX. SHIFT EXCHANGE

Employees covered by this agreement shall have the right to exchange shifts with an employee of the same rank with the approval of the Chief of his designated representative in accordance with Fire Department rules and regulations, said privileges being granted after three (3) months of active service.

X. LEAVES AND VACATION ALLOWANCES

Section 1. Vacations shall be allotted each employee as follows:

Length of Service	Number of Shifts
First through fourth anniversary date of continuous service	9 shifts
Fifth through ninth anniversary date of continuous service	11 shifts
Tenth through fourteenth anniversary date of continuous service	14 shifts
Fifteen years and above of continuous service	16 shifts

Section 2: Dispatchers and all other employees shall be allotted vacations as follows:

Length of Service	Number of Shifts
First through fourth anniversary date of continuous service	18 shifts
Fifth through ninth anniversary date of continuous service	22 shifts
Tenth through fourteenth anniversary date of continuous service	27 shifts
Fifteen years and above of continuous service	33 shifts

Section 3: Unused vacation days for any employee may accumulate for a maximum of 40 shifts (960 hrs.) and be treated the same as prescribed in the City of Monroe Employee Handbook. In all cases, a "shift" for vacation purposes shall be a day worked or scheduled to be worked.

The maximum accumulation may be prospectively reduced to 480 hours, but only if all other collective bargaining agents for other represented City employees agree to this condition of employment. If there is a reduction in the "cap," no employee shall forfeit any accumulated vacation accrued before the reduction.

The Chief of the Fire Department may authorize extended leaves of absence for from thirty (30) days to ninety (90) days without pay.

XI. FUNERAL LEAVE

In the event of a death in the immediate family of an employee, such employee shall be allowed forty-eight (48) working hours off for the death. The Chief of the Fire Department may authorize further leave if necessary. Immediate family shall be defined as the spouse and children of the employees, the mother, father, brother, sister, grandparents, and grandchildren of the employee and those of the employee's spouse; and the employee's brother's wife and the employee's sister's husband. In the event of a death in the extended family of an employee, as defined in Civil Service Board regulations, such employee shall be allowed twenty-four (24) hours off for the death.

XII. CIVIL LEAVE

Employees shall be granted time off without loss of pay when engaged in the following:

1. When subpoenaed to appear before a Court, public board or commission to testify on a matter pertaining to activities of the Monroe Fire Department. Subpoenas must be presented to the Chief promptly after being served. Employees subpoenaed on personal matters or matters not pertaining to the City of Monroe shall not be covered by this section.

2. An employee domiciled and residing in Ouachita Parish whose work shift prevents him from voting in an election of any kind shall be given a reasonable period of time to vote. The Deputy Chief on duty shall establish the schedule for letting employees vote. Employees must provide their own transportation in getting to and from the polls.

3. Attending official board meetings as a member of the Monroe Municipal Fire and Police Civil Service Board and the State of Louisiana Fire Fighters Retirement System or the Professional Firefighters Association Executive Board, if on duty.

4. When the employee attends official Union-Employer negotiating sessions, if done during the employee's workshift provided there is no more than four (4) such persons on duty at such time.

5. When a Union representative appears on behalf of an employee under the grievance procedure in Article XXIII herein.

XIII. HOLIDAY PAY

Section 1. Holiday pay shall be compensated for actual hours worked in accordance with La. R.S. 33:1999. The City may compensate actual hours worked on a compensatory time overtime basis as provided by Section 1999. Additionally, all Firefighters shall be paid in addition to his regular salary, including State Supplemental Pay, a sum equal to eighty-two (82) hours of pay computed at one time his hourly rate of pay, to be paid on or before November 1st of each year during the term of this Agreement. Pay of Firefighters who have served in temporary promotional positions during the year will be computed to provide that the employee receives prorated holiday compensation for time served in a higher class. Any Firefighter who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave, or Union business shall have such holiday pay reduced proportionately to the time not worked.

Section 2. Fire Communication Officers and other employees who work at or near 40 hours a week shall receive an annual payment as described in Section 1, but calculated as sixty (60) hours of pay computed at one time his hourly rate of pay. Overtime for actual hours worked on

a holiday shall be compensated as overtime in accordance with La. R.S. 33:1999. Pay of Fire Communication Officers who have served in temporary promotional positions during the year will be computed to provide that the employee receives pro-rated holiday compensation for the time served in a higher class. Any Fire Communication Officer who does not work the entire calendar year, exclusive of paid vacation time, on sick leave, military leave or union business, shall have such holiday pay reduced proportionately to the time not worked.

Section 3. Recognized holidays will be an employee's birthday, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, Martin Luther King Day and any two (2) additional City declared holidays whether worked or not.

Section 4. In the event any Firefighter who is eligible for promotion declines three (3) or more "Step-ups" in any year as utilized herein for determining the holiday pay provided herein, his annual payment shall be reduced to sixty (60) hours of pay.

Section 5. District Chiefs and Deputy Chiefs shall be entitled to holiday pay as provided in Section 1.

XIV. MANNING OF COMPANIES

The number of employees assigned to man each company shall be entirely within the discretion of the Chief who will make every effort to assure that each company is adequately and properly manned in accordance with all state statutes to provide sufficient safety to the public and individual firemen. In the event there is an insufficient number of employees to maintain adequate manpower, the deputy chief on duty shall be authorized to call off-duty employees of the lower rank where the vacancy occurs to maintain minimum manpower. However, in any case of a manpower shortage, the deputy chief shall be authorized to utilize a "Step-up" of an employee in a rank eligible for promotion for the first three (3) vacancies. Thereafter, an employee of the same rank shall be called-out to fill the fourth or more vacancy.

XV. UNIFORMS AND EQUIPMENT

Section 1. All new employees and those employees who have not been previously issued the following shall be furnished:

1. Two (2) badges
2. One (1) turn-out coat
3. One (1) pair of turn-out pants and boots
4. One (1) fire helmet with face shield
5. One (1) pair of suspenders, and

6. One (1) pair of fire approved safety-type gloves,

The proper maintenance and keep of the above items shall be the employee's personal responsibility.

Section 2.

1. Each employee covered by this agreement shall receive a shoe allowance of $125.00 per year.

2. All employees covered by this agreement other than administrative personnel, including fire prevention personnel, training personnel, investigation personnel and shop employees shall receive a clothing allowance of $300.00 per year.

3. Administrative personnel including fire prevention personnel, training personnel, investigation personnel and shop employees shall receive a clothing allowance of $350.00 per year.

4. All clothing will be purchased from a supplier and according to specifications specified by Employer.

5. These allowances shall be made available to these employees in June of each year via an IRS modeled "accountability plan" utilizing vouchers.

XVI. SHIFTS AND OVERTIME PAY

For the term of this agreement, there shall be the following schedule of work shifts:

Section 1. There shall be three (3) work shifts of twenty-four (24) hours each, commencing at 8:00 a.m. and ending at 8:00 a.m. the following morning. The firefighter work schedule shall require twenty-four (24) hours on duty on one of the three (3) work shifts. The work schedule shall be rotated by the three (3) shifts.

All firefighters shall be on a twenty-one (21) day work cycle beginning on the first Saturday after the effective date of this agreement at 8:00 a.m. Except as provided herein, each twenty-one (21) day cycle shall stand alone for the purposes of determining hours worked and/or overtime pay earned.

All work performed in excess of one hundred fifty-nine (159) hours per twenty-one (21) day work cycle shall be paid as overtime at the rate of one and one-half (1½) times the employee's hourly rate. No employee shall be required to work more than two (2) consecutive sixty (60) hour weeks in a work cycle unless he is paid overtime at the rate indicated in this paragraph for the hours worked in excess of forty-eight (48) in the third week.

Once an employee has been credited or paid overtime for the hours in excess of forty-eight (48) in said week those excess hours shall not be included or used again in determining hours worked.

Additionally, if a firefighter is required to work more than two (2) consecutive sixty (60) weeks across the work cycle because of a shift change, he shall be paid an additional amount at the rate of one-half (1/2) his normal hourly rate, for each hour worked in excess of forty-eight (48) hours during the week immediately following his shift change provided, however, that this provision shall apply only to situations in which the week immediately following such shift change occurs during the first week of a new twenty-one (21) day work cycle. This provision shall not apply to situations where a shift change is accompanied by a temporary or permanent increase in a firefighter's normal hourly rate of pay, and only applies to the first week after the shift change.

Section 2. Mechanics, fire prevention personnel, fire communications officers, and all other personnel shall receive overtime pay at a rate of one and one-half (1½) times their hourly rate or equal compensatory time for all work performed in excess of forty (40) hours in one calendar week.

The schedule of shifts for Fire Communication Officers shall be a shift of four (4) days on and four (4) days off. Each shift may consist of either ten (10) hour days or twelve (12) hour days.

XVII. SHOWUP PAY AND NO-SHOW PENALTY

Any employee reporting to work on his regular work shift whom the Department has not attempted to notify that he will not be required to work shall receive showup pay for four (4) hours at his regular hourly rate of pay, if the Chief determines that said showup pay is justified under all of the circumstances. Employees who fail to report to work or are late for work shall be penalized as provided in the rules and regulations of the Fire Department. Special Event Pay shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate, and those employees who volunteer for Special Events and fail to report shall be subject to the penalty provision as stated above

XVIII. CALLBACK PAY

Any employee who is called back to work or required to stay after 08:00 shall be paid a minimum of four (4) hours at the rate of one and one-half (1 ½) times his or her regular hourly rate of pay.

XIX. SEVERANCE PAY

After a minimum service of one (1) year, severance pay in the amount of two (2) days for each year's service, not to exceed thirty (30) days and not less than fifteen (15) days shall be paid to an employee who is involuntarily laid off or terminated for reasons other than disciplinary reasons, and if such lay-off continues beyond a period of one hundred twenty (120) days. This provision shall not prevent any employee who has been wrongfully discharged from seeking reinstatement and back pay for the period of the discharge.

XX. WORKING OUT OF CLASSIFICATION

Employees who are required to work out of their classifications shall do so in accordance with Civil Service regulations.

XXI. MILITARY LEAVE

All employees covered by this agreement who are members of the officers or enlisted reserve corps of the Army, Navy, Marines, Air Force and Coast Guard of the United States, or the National Guard of the United States are entitled to leave of absence from their respective duties, without loss of pay, time, annual leave, or efficiency rating, on all days during which they are ordered to duty with troops or at field exercises, or for instruction, for periods not to exceed fifteen (15) days in any one calendar year; and when relieved from duty, they are to be restored to the positions held by them when ordered to duty.

XXII. SALARY

Employees covered by this agreement shall be paid during the term of the agreement in accord with the salary schedule attached hereto as Appendix A.

XXIII. GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by this agreement under the Fire and Police Civil Service laws of the State of Louisiana if any employee covered by this agreement feels that he has been treated unfairly, he shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the Union to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor.

Step I: The aggrieved employee and his Union representative shall, within five (5) working days of the date the grievance occurred, present the facts of the date the grievance occurred, present the facts to the employee's immediate supervisor. The immediate supervisor will submit his answer to the Union representative and the aggrieved employee within five (5) working days.

Step II: Should the Union decide that the reply of the immediate supervisor is unsatisfactory, the Union Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within five (5) working days, reply to the Union in writing, giving his decision.

Step III: Should the Union decide that the reply of the Chief is unsatisfactory, the Union shall, within five (5) working days, submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the Union representatives and the employer for further discussion of the issue.

Step IV: Any grievance not resolved through the preceding Steps, including any dispute over the interpretation or application of this Agreement and its appendix, may be submitted to final and binding arbitration. Notice of intent to arbitrate shall be served on the City no later than thirty (30) working days after completion of Step III. The parties shall utilize the Arbitration Services of the Federal Mediation and Conciliation Service (FMCS), including the provision of a nine (9) member "panel" of arbitrators for mutual selection (by "striking") by the parties. The selected arbitrator shall be authorized to construe this Agreement and render a final and binding decision and award. The costs of arbitration shall be equally borne by the parties.

XXIV. LEGAL ASSISTANCE

In the event that legal action is instituted against any employee covered by this agreement for redress or damages resulting from or allegedly resulting from acts of omission of such employee while acting in the scope of his employment with the City, the City shall provide legal counsel for the defense of such civil legal action at no cost to the employee. Legal counsel shall either be or be chosen by the City Attorney of the City of Monroe.

XXV. SICK LEAVE

Every employee covered by this agreement shall be entitled to full pay during sickness or incapacity not brought about by his own negligence or culpable indiscretion for a period of not less than fifty-two (52) weeks. Such employee who draws full pay during sickness or incapacity shall have such pay decreased by the amount of worker's compensation benefits actually received by the employee and paid by the City or its worker's compensation insurer.

XXVI. COLLEGE INCENTIVE PAY AND LENGTH OF SERVICE PAY

Section 1. A system of college incentive pay shall be in effect for all employees of the Fire Department. This incentive pay shall be paid as follows:

Number of Semester Hours	Incentive Pay
Firemen who have fifteen (15) through thirty (30) semester hours in Fire Science	$50.00 per month above base pay
Firemen who have thirty-one (31) through forty-five (45) semester hours in Fire Science,	$75.00 per month above base pay
Firemen who have forty-six (46) through sixty (60) semester hours in Fire Science, but no degree	$100.00 per month above base pay
Firemen who have more than sixty (60) semester hours in Fire Science, but no degree	$125.00 per month above base pay
Firemen who hold an associate degree in Fire Science	$150.00 per month above base pay

Personnel who receive twelve (12) hours of specialized training by LSU or the National Fire Academy that is authorized through the fire department shall be given credit for one (1) college hour toward their college incentive pay. To receive this credit, proper documentation must be submitted with training hours and approved. This does not include continuing education training hours.

Personnel who receive approved certifications shall receive (X) amount of college hours in accordance to the following chart.

Certification	Credit Hours
FF I	3hrs
FF II	3hrs
HazMat Awareness & Ops	3hrs
Hazmat Technician & Hazmat ICS	3hrs
Fire Apparatus Operator	3hrs
Fire Apparatus Driver	3hrs
Aerial Operations	3hrs
Fire Officer I	3hrs
Fire Officer II	3hrs
Fire Officer III	3hrs
Fire Inspector I	3hrs
Fire Inspector II	3hrs
Fire Service Instructor I	3hrs
Fire Service Instructor II	3hrs
Telecommunicator I & II	3hrs
Fire Investigator	3hrs

Proper documentation that will be considered is as follows: Degree from a regionally accredited University/College, Transcript from a regionally accredited University/College, training certificate with documented hours, and approved Certification.

A degree in fire science from a nationally accredited university obtained prior to the date of the approval of this contract by the City Council will be accepted. Classified personnel who are enrolled at a nationally accredited university at the time of approval of this contract or have obtained credit hours from a nationally accredited university at the time of approval of this contract will receive credit hours and/or incentive pay as outlined in this article.

To encourage personnel to pursue a degree in fire science, the maximum allowed of certification and training credit hours shall not exceed forty-five (45) hours.

Duplicate hours are not permissible regarding certification credit hours and college credit hours. (Example: Three hours of Firefighter I certification may be credited as certification but not as both certification and college credit hours).

In the event a University/College converts training hours into college credit hours at a different rate than listed above, the conversion of training hours as outlined above shall apply.

XXVII. PROFESSIONAL LONGEVITY PAY

Beginning January 1, 1981, for the purpose of computing the two percent (2%) increase in salary required by State law, Base Pay, Longevity, Supplemental Pay and Incentive Pay will be used. All employees entitled to such pay or who become entitled to such pay during the calendar year will receive such pay on January 1 of that year, regardless of his actual anniversary date provided, however, that the City agrees to begin paying such professional longevity pay after such employee completes twelve (12) months of service.

This contract is subject to a 30-day reopener in December of each year for the purpose of discussing and attempting to reach agreement with respect to the extension of longevity raises beyond the 23rd year of service for any affected employee.

XXVIII. EMERGENCY MEDICAL TRAINING

Eligible employees shall be entitled to receive the following:

Section 1. Each employee covered by this agreement who successfully completes the First Responder Course shall be entitled to the sum of ONE HUNDRED AND NO/100 DOLLARS ($100.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 2. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Basic Training Program shall be entitled to the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($225.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 3. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Advanced Training Program shall be entitled to the sum of HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 4. Each employee covered by this agreement who successfully completes the Emergency Medical Technician Paramedic Training Program shall be entitled to the sum of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per month as additional incentive pay provided, however, that for such entitlement to continue, such employee must successfully complete the refresher course as required to maintain certification.

Section 5. No employee shall be eligible to receive more than one (1) class of emergency medical training pay, including first responder pay, at the same time.

XXIX. RETIREMENT CONTRIBUTION

The City shall pay all of the employee's monthly portion and/or contribution to the pension and/or retirement system for each employee covered by this Agreement, as long as such procedure is maintained for any other City employee. In the event that the City should decrease, Citywide, the percentage of the employee's portion and/or contribution which is paid by the City, then in that event, the City shall pay on behalf of the employees covered by this Agreement, a percentage of the employee's portion and/or contribution that is not lower than the percentage paid for any other City employee.

XXX. GENERAL PROVISIONS

Pledge Against Discrimination and Coercion

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

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

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

XXXI. SEVERABILITY

In the event any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

XXXII. EFFECTIVE DATE AND DURATION

All Articles and Sections of this agreement shall commence on the _____, day of _____ 2018 and expire on the 31st, day of December, 2020, and shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the agreement. No party to this agreement shall modify or terminate this agreement unless the party desiring such modification or termination serves a written notice upon the other party to the agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the agreement. During the term of this agreement, except as provided above, no part of the agreement may be reopened for negotiation except on the agreement of both the City and the Union. The agreement shall continue in full force and effect pending the outcome of negotiations.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, on the dates and indicated below in duplicate original.

CITY OF MONROE:	**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 629, AFL-CIO:**
_____	_____
Signature – James E. Mayo, Mayor	Signature – Perry Jeselink, President
_____	_____
Print Name and Title	Print Name and Title
Date: _____	Date: _____

APPENDIX A

Classification	Old Monthly Salary	New Monthly Salary (contingent upon available funds per attached Memorandum of Understanding)
Firefighter I	$2000.00	$2100.00
Fire Driver	$2250.00	$2362.50
Fire Captain	$2500.00	$2625.00
District Fire Chief	$2800.00	$2940.00
Deputy Fire Chief	$3000.00	$3150.00
Fire Department Mechanic	$3000.00	$3150.00
Assistant Auto Mechanic	$2800.00	$2940.00

1. Fire drivers will be paid twelve and one-half percent more than Firefighter I.

2. The "New Monthly Salary" includes pay from the Fire and Police Salary Sales Tax Proposition passed on September 18, 2004. This increase shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws, and is subject to the collection of sufficient sales tax revenue to pay the "New Monthly Salary."

3. All full time classified employees shall receive supplemental pay (hereafter called "25th Check") with funds generated from the Fire and Police Salary Tax Proposition passed on Sept. 18, 2004. The monetary allotments shall be divided equally among all employees subject to this agreement. The allotments of the 25th Check shall be issued in the employees' regular payroll check on or before November 15th yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the Fire and Police Salary Sales Tax.

4. Any employee or former employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check shall reflect the time of employment between the date of hire and the issuance of the last 25th Check. The parties to this agreement must agree that funds are available from the Sales Tax collections prior to the issuance of any supplemental checks.

5. The overtime schedule and compensation for District Chiefs and Deputy Chiefs in effect upon execution of this Agreement shall remain in effect for the term of this Agreement.

6. Any personnel hired since 2013 with accelerated base pay shall receive pay increase based on that of equal rank and file in which they are assigned by the fire chief.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF MONROE
AND
MONROE FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL UNION NO. 629, AFL-CIO

This agreement is entered into on the dates set forth herein by and between:

CITY OF MONROE, a political subdivision of the State of Louisiana, herein represented by its duly authorized Mayor, James E. Mayo, ("COM"); and

MONROE FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NO. 629, AFL-CIO ("UNION"), herein represented by Perry Jeselink, President of the Union.

The parties to this Memorandum of Understanding come together this date to set forth their agreements and understanding regarding the proposed five (5) percent base pay increase to come from the sales and use tax specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel only, along with adoption of the Working Agreement between the City of Monroe and the Union submitted by the Mayor of the City of Monroe to the Monroe City Council on the _____ day of _____, 2018.

The COM and UNION met on numerous occasions during the negotiation of a new Working Agreement between the COM and UNION, during which the COM and UNION agreed to a five (5) percent salary increase for Monroe Fire Department personnel with the funds for the salary increase being derived from the sales and use tax specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel.

The COM and UNION understand and agree that in the event there are insufficient funds collected and deposited in the sales and use tax account specifically dedicated for the Monroe Fire Department and Monroe Police Department, which is to be used for the purpose of salary increases and any additional benefits for the Monroe Fire Department and Monroe Police Department personnel, the amount distributed will be reduced proportionate to the amount of funds available.

The COM and UNION further understand and agree there must always remain a balance

of $300,000.00 to be held in reserve in the sales and use tax account specifically dedicated for the Monroe Fire Department and Monroe Police Department prior to any distributions.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding as of this _____ day of _____, 2018, in the presence of the undersigned witnesses, after due reading of the whole.

WITNESSES:

CITY OF MONROE

_____

BY: _____
JAMES E. MAYO, MAYOR

_____

MONROE FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL UNION NO. 629, AFL-CIO

WITNESSES:

_____

BY: _____
PERRY JESELINK, PRESIDENT

_____

ORDINANCE

STATE OF LOUISIANA NO. _____
CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE, LOUISIANA, TO PROCEED WITH AN EXPROPRIATION SUIT OR OTHERWISE ACQUIRE A CERTAIN PARCEL OF REAL PROPERTY DESIGNATED AS PARCELS 1-5 AND 1-5-U-1 FROM ANN INVESTMENTS, LLC IN CONNECTION WITH A PROJECT TO CONNECT NUTLAND ROAD WITH LOWES FRONTAGE ROAD, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe must acquire Parcels 1-5 and 1-5-U-1 from Ann Investments, LLC for the public and necessary purpose of construction of certain public streets to be constructed in the near future to connect Nutland Road with Lowes Frontage Road, and

WHEREAS, Ann Investments, LLC is the owner of the land necessary for this project, namely Parcels 1-5 and 1-5-U-1, which are more particularly described in Exhibits "A" and "B", attached hereto, and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the acquisition of this property being necessary and in the public interest in connection with the future connection of Nutland Road with Lowes Frontage Road, expropriation proceedings against **ANN INVESTMENTS, LLC**, with respect to that property needed for the Project owned by said **ANN INVESTMENTS, LLC**, namely Parcels 1-5 and 1-5-U-1, as shown on Exhibits "A" and "B", attached hereto and made a party hereof, be and is hereby authorized.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon passage.

THIS ORDINANCE WAS INTRODUCED on the _____ day of November, 2018.

NOTICE PUBLISHED on the _____ day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of _____, 2018.

_____
CHAIRMAN

_____
CLERK OF THE COUNCIL

_____ _____
MAYOR'S APPROVAL MAYOR'S VETO

Exhibit "A"

APRIL 18, 2011

A LEGAL DESCRIPTION
OF A
0.374 ACRE TRACT OF RIGHT OF WAY
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02

PARCEL #1-5

OWNER OF RECORD: MARY ELIZABETH ADAMS, ET AL

Commencing from a 1" iron pipe (crimped) at the Southeast corner of Section 32, T 18 N, R 4 E of Ouachita Parish, Louisiana, thence, North 89°45'43" East along the South line of Tony D. Munholland, et al property, a distance of 80.76' to a point; thence, North 00°15'17" West, a distance of 634.10' to a property corner on the South right of way of Interstate Highway 20; thence, South 75°31'44" East along said right of way, a distance of 170.35' to a point; thence, South 75°48'58" East along said right of way, a distance of 553.61' to a found ½" iron pin and being the POINT OF BEGINNING; thence, South 75°48'58" East along said right of way, a distance of 175.06' to a point; thence, South 00°15'17" East, a distance of 99.65' to a point; thence, North 73°31'32" West, a distance of 177.02' to a point; thence, North 00°15'17" West, a distance of 92.34' back to the POINT OF BEGINNING and containing 0.374 acres more or less.

Exhibit "B"

APRIL 18, 2011

A LEGAL DESCRIPTION
OF A
0.040 ACRE UTILITY EASEMENT
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02

PARCEL #1-5-U-1

OWNER OF RECORD: MARY ELIZABETH ADAMS, ET AL

Commencing from a 1" iron pipe (crimped) at the Southeast corner of Section 32, T 18 N, R 4 E of Ouachita Parish, Louisiana, thence, North 89°45'43" East along the South line of Tony D. Munholland, et al property, a distance of 80.76' to a point; thence, North 00°15'17" West, a distance of 634.10' to a property corner on the South right of way of Interstate Highway 20; thence, South 75°31'44" East along said right of way, a distance of 170.35' to a point; thence, South 75°48'58" East along said right of way, a distance of 553.61' to a found ½" iron pin; thence, South 00°15'17" East, a distance of 92.34' to a point and being the POINT OF BEGINNING; thence, South 73°31'32" East, a distance of 177.02' to a point; thence, South 00°15'17" East, a distance of 10.29' to a point; thence, North 73°31'32" West, a distance of 177.02' to a point; thence, North 00°15'17" West, a distance of 10.29' back to the POINT OF BEGINNING and containing 0.040 acres more or less.

STATE OF LOUISIANA

PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

This cooperative endeavor, made and entered into this _____ day of November, 2018, by and between the City of Monroe, Louisiana, a municipality organized and existing under the laws of the State of Louisiana, 400 Lee Joyner Boulevard, Monroe, Louisiana (hereinafter referred to as the "**City**"), and the I-20 Economic Development Corporation Inc., a Louisiana non-profit corporation created and organized pursuant to the authority of La.-R.S. 33:9020, *et seq.*, Post Office Box 123C, Monroe, LA 71210 (hereinafter referred to as "**I-20**").

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ...;" and

WHEREAS, the City and I-20 desire to cooperate in the filing of an expropriation lawsuit against Ann Investments, LLC, to obtain property necessary to develop a frontage road, drainage and utilities south of Interstate 20.

WHEREAS, the public purpose is described as:

> The development of a frontage road, drainage and utilities on the south side of Interstate 20 in Ouachita Parish, Louisiana, to help with economic development and increase sales tax;

WHEREAS, the City has the authority to expropriate the property for this project and agrees that it is in the best interest of the City to expropriate the property so that the development of the frontage road south of Interstate 20 can be completed; and

WHEREAS, I-20 needs the property necessary to develop the frontage road, drainage and utilities for the project but does not have the authority to expropriate.

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

The City will coordinate with I-20's counsel to file an expropriation lawsuit against Ann Investments, LLC to obtain the property necessary to develop a frontage road, drainage and utilities on the south side of Interstate 20. The property to be acquired for the frontage road is Parcel 1-5 and the utility servitude is identified as Parcel 1-5-U-1 (see property descriptions attached as **Exhibits "A" and "B"**).

Each party will assume the following responsibilities:

A. The City will file the expropriation lawsuit against Ann Investments, LLC to obtain property and a utility servitude necessary for I-20 to develop a frontage road south of Interstate 20.

B. I-20 shall pay all legal fees, expense and court costs associated with the expropriation lawsuit filed by the City against Ann Investments, LLC, and shall coordinate the litigation with the City, where needed.

C. I-20 shall pay for the expropriation judgment and all court costs, fees and expenses related to litigation.

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, notary, in the City of Monroe, Ouachita Parish, State of Louisiana, on this _____ day of November, 2018.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

THE CITY OF MONROE, LOUISIANA

_____
James E. Mayo, Mayor

_____
NOTARY PUBLIC
Printed Name: _____
Notary ID No.: _____
Commission Expires: _____

THUS DONE, READ, AND SIGNED in the presence of the undersigned legal and competent witnesses and me, notary, in the City of Monroe, Ouachita Parish, State of Louisiana, on this _____ day of November, 2018.

WITNESSES:

THE I-20 ECONOMIC DEVELOPMENT CORPORATION, INC.

_____
Print Name: _____

_____
Otis Chisley, President

_____
Print Name: _____

_____
NOTARY PUBLIC
Charles W. Herold, III
Notary No. 16329 - Expires at Death

Exhibit "A"

APRIL 18, 2011

A LEGAL DESCRIPTION
OF A
0.374 ACRE TRACT OF RIGHT OF WAY
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02

PARCEL #1-5

OWNER OF RECORD: MARY ELIZABETH ADAMS, ET AL

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Exhibit "B"

APRIL 18, 2011

A LEGAL DESCRIPTION
OF A
0.040 ACRE UTILITY EASEMENT
FOR
INTERSTATE 20 SERVICE ROAD EXTENSION
BY
DENMON ENGINEERING CO., INC.
PROJECT NO. 10-05-02

PARCEL #1-5-U-1

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PLANNING AND URBAN DEVELOPMENT DEPARTMENT

P. O. Box 123
Monroe, Louisiana 71210-0123

PLANNING & ZONING
Division

MEMO

TO: Mrs. Ellen Hill, PUD Director

FROM: Mrs. Joanne Poret, Planning & Zoning Director

DATE: November 7, 2018

SUBJECT: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the November 13, 2018 meeting.

Annexation

An ordinance extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended establishing the effective date thereof, and providing further with respect thereto: **Dilbagh Singh – ANX 101-18 (PUD/P & Z Division)**

~~Conditional Use Permit~~

Auto Shred of Louisiana
675 Kansas Lane – 71203

This is a major conditional use permit to authorize the applicant to operate a solid waste transfer station (recycling facility) at 675 Kansas Lane. Major Conditional Uses are those uses that require another level of approval, therefore this request comes before City Council for their approval in addition to that of Planning Commission. **CUP 116-18 (PUD/P & Z Division)**

Ordinances:

An ordinance adopting and amending the Zoning map for the City of Monroe, Louisiana:
Dilbagh Singh – MA 112-18 (PUD/P&Z Division)

An ordinance adopting and amending the Zoning map for the City of Monroe, Louisiana:
Marsala Beverage – MA 113-18 (PUD/P&Z Division)

An ordinance adopting and amending the Zoning map for the City of Monroe, Louisiana:
Auto Shred of Louisiana – MA 114-18 (PUD/P&Z Division)

The appropriate material is attached for Mayor James E. Mayo and Mrs. Carolus Riley.

FILENAME: CAG 11/13/2018

An Ordinance dedicating three (3) street right-of-ways. A 67' x 629', more or less, street right-of-way – Extension of Cavell Street; A 54' x 292', more or less, street right-of-way – Camden Walk and a 63' x 506', more or less, street right-of-way – Cork Street within Phase 1B of the Century Village Planned Unit Development and further providing with respect thereto:
(PUD/P&Z Division)

The appropriate material is attached for Mayor James E. Mayo and Mrs. Carolus Riley.

O R D I N A N C E

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 EXTENDING AND ENLARGING THE BOUNDARIES OF THE CITY OF MONROE, LOUISIANA, PROVIDING FOR THE RECORDATION OF THE ENTIRE BOUNDARY AS AMENDED: ESTABLISHING THE EFFECTIVE DATE THEREOF, AND PROVIDING FURTHER WITH RESPECT THERETO:

WHEREAS, a petition has been filed by Dilbagh Singh for the annexation of ±.60 acres, requesting that the City Council extend and enlarge the boundaries of the City of Monroe, Louisiana, to include said property within said boundaries, and

WHEREAS, the legal description of these properties is:

Lots 1 and 2, Square 2, Dysart Addition

And otherwise known as 4217 Sterlington Road

APPLICANT: Dilbagh Singh (ANX 101-18)

WHEREAS, there has been continuously on file in the office of the Clerk of the City of Monroe, Louisiana, for more than ten (10) days prior hereto, a detailed description of said property, together with a plat thereof, and

WHEREAS, Dilbagh Singh would like to have access to City of Monroe services. and

WHEREAS, the City Council deems it to be in the best interest of the City of Monroe to incorporate the said property into the boundaries of the City of Monroe, Louisiana.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the boundaries of the City of Monroe be, and they are hereby extended and enlarged to include therein, the ±.60 acre tract previously described:

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission, recommending approval, on a 5-1-1 vote.

BE IT FURTHER ORDAINED that within ten (10) days after the adoption hereof the description of the enlarged boundary of the City of Monroe, after inclusion of the previously described property, shall be recorded by the Clerk of the City of Monroe in the Conveyance Records for Ouachita Parish, Louisiana, and such description as recorded shall

become the official boundary of the Municipality as of the effective date of this Ordinance, all in accordance with the provision of LA-R.S. 33:171 et seq.

SECTION 3. BE IT FURTHER ORDAINED that this Ordinance shall be effective thirty (30) days after adoption and publication hereof on the manner prescribed by law.

This ordinance was INTRODUCED on the 13th of November, 2018.

NOTICE PUBLISHED on the _____ day of _____2018,

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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Ellen Hill - PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

November 5, 2018 City Hall Monroe, Louisiana

RE: ANX 101-18 **APPLICANT: Dilbagh Singh**

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Carday Marshall

I move that the Zoning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area **are** sufficient to justify the above request for Annexation of a ±0.60 acre tract of land located at 4217 Sterlington Road. The commission recommends the application be approved.

The Planning Commission had a majority vote for approval.

City of Monroe
Planning Commission

Case No.:	ANX 101-18
Name of Applicant:	Dilbagh Singh
Site Address:	4217 Sterlington Road
Size of Property:	±.6 acres
Present Zoning:	None, presently in Ouachita Parish
Proposed Zoning:	B-4, Heavy Commercial District
Council District:	2 (once annexed)

REQUEST:	The applicant wishes to annex a ±.6 tract of land into the City limits. This tract is located at 4217 Sterlington Road .
PRESENT USE:	Trio Electric.
MOST NEARLY BOUNDED BY (STREETS):	North of Teakwood Drive; south of City Limit Line; east of Railroad Tracks and west of Sterlington Road.
SURROUNDING LAND USES:	The surrounding land use consists of residential to the west and commercial to the north, south and east.
ADVERSE INFLUENCES:	
POSITIVE INFLUENCES:	Increase of property and sales taxes for the City.
COMPREHENSIVE PLAN:	The Future Land Use map does not include this area but to the north is Commercial Urban. These are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as surrounding areas, and to include large, mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments

COMMENTS/ RECOMMENDATIONS:

Dilbagh Singh is in the process of purchasing this lot and the lot to the north. The lot to north is already in the City limits but the lot to the north is in the parish and needs to be annexed into the City Limits in order to tie into City services.

The current use of the property is Trio Electric, and the proposed use is a convenience store with liquor sales and gas station. The property will also need to be zoned once it is annexed. There is

also a map amendment request on the agenda in conjunction with the annexation request. The requested zoning is B-4, Heavy Commercial District. This is the appropriate zoning for a convenience store with liquor sales and a gas station.

OPTIONS:

Approve the applicant's request to annex a ± .6 acre tract of land into the City, as presented.

Deny the applicant's request to annex an approximately ±.6 acre tract of land into the City, as presented.

ANX 101-18 & MA 112-18
Dilbagh Singh
4217 Sterlington Road
N
Proposed Site
Castlewood Dr
Birchwood Dr
Shady Ln
Delta Southern
Teakwood Dr
Chauvin Pointe Dr
Fairbanks Dr
Bastrop Dr
Ray Dr
Monroe Dr
Woodlawn Dr
Sterlington Rd
B-4
B-2
B-3
R-4
4380
4323
4370
4360
4330
4326
4321
4317
4315.5
4315
4313
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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 ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

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

An amendment to the Zoning Map to zone a ±.60 acre tract of land, more or less, presently located in Ouachita Parish to B-4, Heavy Commercial District. This property presently does not have a zoning classification as it is being annexed into the city and is more particularly described as follows:

Lots 1 and 2, Square 2, Dysart Addition.

And otherwise known as 4217 Sterlington Road

APPLICANT: Dilbagh Singh (MA 112-18)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 5-1-1 vote. The proposed property to be zoned is currently within Ouachita Parish and is being annexed into the City Limits. Dilbagh Singh is purchasing the property in order to construct and operate a convenience store with liquor sales and a gas station. The proposed zoning request of B-4, heavy Commercial District is the appropriate classification for this use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±.60 acres previously described to B-4, Heavy Commercial District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 13th day of November 2018.

NOTICE PUBLISHED on the _____ day of _____2018.

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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Ellen Hill - PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 5, 2018 City Hall Monroe, Louisiana

RE: MA 112-18

APPLICANT: Dilbagh Signh

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request to zone a ± 0.60 acre parcel of land that is being annexed into the City of Monroe to the B-4, Heavy Commercial District in order to operate a convenience store with liquor sales and a gas station located at 4217 Sterlington Road. The commission recommends this application be approved.

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

City of Monroe
Planning Commission

Case No.:	MA 112-18
Name of Applicant:	Dilbagh Singh
Address of Property:	4217 Sterlington Road
Size of Property:	±.6 acres
Present Zoning:	None, located in Ouachita Parish
Proposed Zoning:	B-4, Heavy Commercial District
Council District:	2 (once annexed)

REQUEST:	This is a request to zone a ±.6 acre tract of land that is being annexed into the City of Monroe to B-4, Heavy Commercial District in order to operate a convenience store with liquor sales and a gas station located at 4217 Sterlington Road.
PRESENT ZONING:	None, it is presently located in the parish.
PRESENT USE:	Trio Electric.
MOST NEARLY BOUNDED BY (STREETS):	North of Teakwood Drive; south of City Limit Line; east of Railroad Tracks and west of Sterlington Road.
SURROUNDING LAND USES:	The surrounding land use consists of residential to the west and commercial to the north, south and east.
ADVERSE INFLUENCES:	
POSITIVE INFLUENCES:	Increase of property and sales taxes for the City.
COMPREHENSIVE PLAN:	**The Future Land Use map does not include this area but to the north is Commercial Urban.** These are predominately commercial areas with access to arterial roads and highways that serve the City of Monroe as well as surrounding areas, and to include large, mixed-use developments, large retail and shopping centers, restaurants, and entertainment establishments.

**COMMENTS/
RECOMMENDATIONS:**

Dilbagh Singh is in the process of purchasing this lot as well as the lot to the north. The lot to north is already in the City limits but the lot to the south is in the parish and needs to be annexed into the City Limits in order to tie into City services.

The current use of the property is Trio Electric, and the proposed use is a convenience store with liquor sales and gas station. The property will also need to be zoned once it is annexed. There is a map amendment request on the agenda in conjunction with the annexation request. The requested zoning is B-4, Heavy Commercial District. This is the appropriate zoning for a convenience store with liquor sales and a gas station.

The proposed map amendment is consistent with the Future Land Use Plan as this is a predominately commercial area with access to arterial roads and highways that serve the City of Monroe as well as surrounding areas and is also consistent with the zoning ordinance. The site is appropriate for a convenience store with liquor sales and a gas station.

OPTIONS:

Approve the applicant's request to zone a ±.6 acre tract of land to B-4, Heavy Commercial District.

Deny the applicant's request to zone a ±.62 acre tract (more or less) of land to B-4, Heavy Commercial District.

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.

ANX 101-18 & MA 112-18
Dilbagh Singh
4217 Sterlington Road
N
Proposed Site
Castlewood Dr
Birchwood Dr
Shady Ln
Delta Southern
Teakwood Dr
Chauvin Pointe Dr
Fairbanks Dr
Bastrop Dr
Ray Dr
Monroe Dr
Woodlawn Dr
Sterlington Rd
B-4
B-2
B-3
R-4
4380
4323
4321
4317
4315.5
4315
4313
4307
4301
4219
4217
4215
4211
4201
4161
4370
4360
4330
4326
4210
215
213
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610

O R D I N A N C E

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 ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

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

An amendment to the Zoning Map to rezone a ±2.1 acre tract of land, more or less, presently located in Ouachita Parish from R-4, High Density Multi-Family Residential to I-1, Industrial Business Park District.

WHEREAS, the legal description of these properties is:

ALL OF SQUARE 55 LAYTONS 2ND ADDITION

APPLICANT: Marsala Beverage (MA 113-17)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 6-0-1 vote. Marsala Beverage owns this property and would like to construct a parking lot and possible other structures related to Marsala Beverages. The proposed zoning request of I-1, Industrial Business Park District is the appropriate classification for this use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±2.1 acres previously described to I-1, Industrial Business Park 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 13th day of November 2018.

NOTICE PUBLISHED on the _____ day of _____2018.

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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Ellen Hill - PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 5, 2018 City Hall Monroe, Louisiana

RE: MA 113-18 **APPLICANT:** Marsala Beverage

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request to rezone a ± 2.1 acre parcel of land from R-4, High Density Multi-Family Residential to I-1, Industrial Business Park District in order to construct a parking lot and possibly other structures related to Marsala Beverage. This property is located at the corner of South 11th Street and Stone Avenue. The commission recommends this application be approved.

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

City of Monroe
Planning Commission

Case No.:	MA 113-18
Name of Applicant:	Marsala Beverages
Address of Property:	Corner of S.11th Street and Stone Avenue
Size of Property:	±2.1 acres
Present Zoning:	R-4, High Density Multi Family Residential District
Proposed Zoning:	I-1, Industrial Business Park District
Council District:	3

REQUEST:	This is a request to zone a ±2.1 acre tract of land from R-4, High Density Multi Family Residential to I-1, Industrial Business Park District in order to construct a parking lot and possibly other structures related to Marsala Beverages.
PRESENT USE:	Vacant.
MOST NEARLY BOUNDED BY (STREETS):	North of Stone Avenue; south and west of railroad tracks; and east of S. 11th Street.
SURROUNDING LAND USES:	The surrounding land use consists of residential to the west and commercial to the north, south and east.
ADVERSE INFLUENCES:	Multi-family zoned land next to industrially zoned land.
POSITIVE INFLUENCES:	Additional space and parking for Marsala Beverages.
COMPREHENSIVE PLAN:	**The Future Land Use designates this area as Medium Density Residential.** These are areas where the predominate land development will consist of a mix of housing types including two-family houses, doubles, townhouses, and apartment complexes.

COMMENTS/ RECOMMENDATIONS:

Marsala Beverages owns the property to the west of the proposed rezoning. The current use of the property is vacant land. The applicant would like to develop this tract as a parking lot and perhaps other structures for the business.

This is the appropriate zoning for a warehouse and commercial parking lot.

The proposed map amendment is not consistent with the Future Land Use Plan of the City of Monroe's Comprehensive Plan and is somewhat consistent with the zoning ordinance as a part of this area is zoned I-1, Industrial Business Park District. However, the remainder of the area is zoned multi-family residential. The proposed map amendment will reinforce the existing and planned character of the neighborhood and City as a part of this area has uses that are industrial or commercial in nature and appear to be expanding in the near future. Public facilities and services appear adequate for development in the proposed district. The map amendment may have adverse effects on the adjacent conforming residential properties.

OPTIONS:

Approve the applicant's request to zone a ±.6 acre tract of land to B-4, Heavy Commercial District.

Deny the applicant's request to zone a ±.62 acre tract (more or less) of land to B-4, Heavy Commercial District.

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.

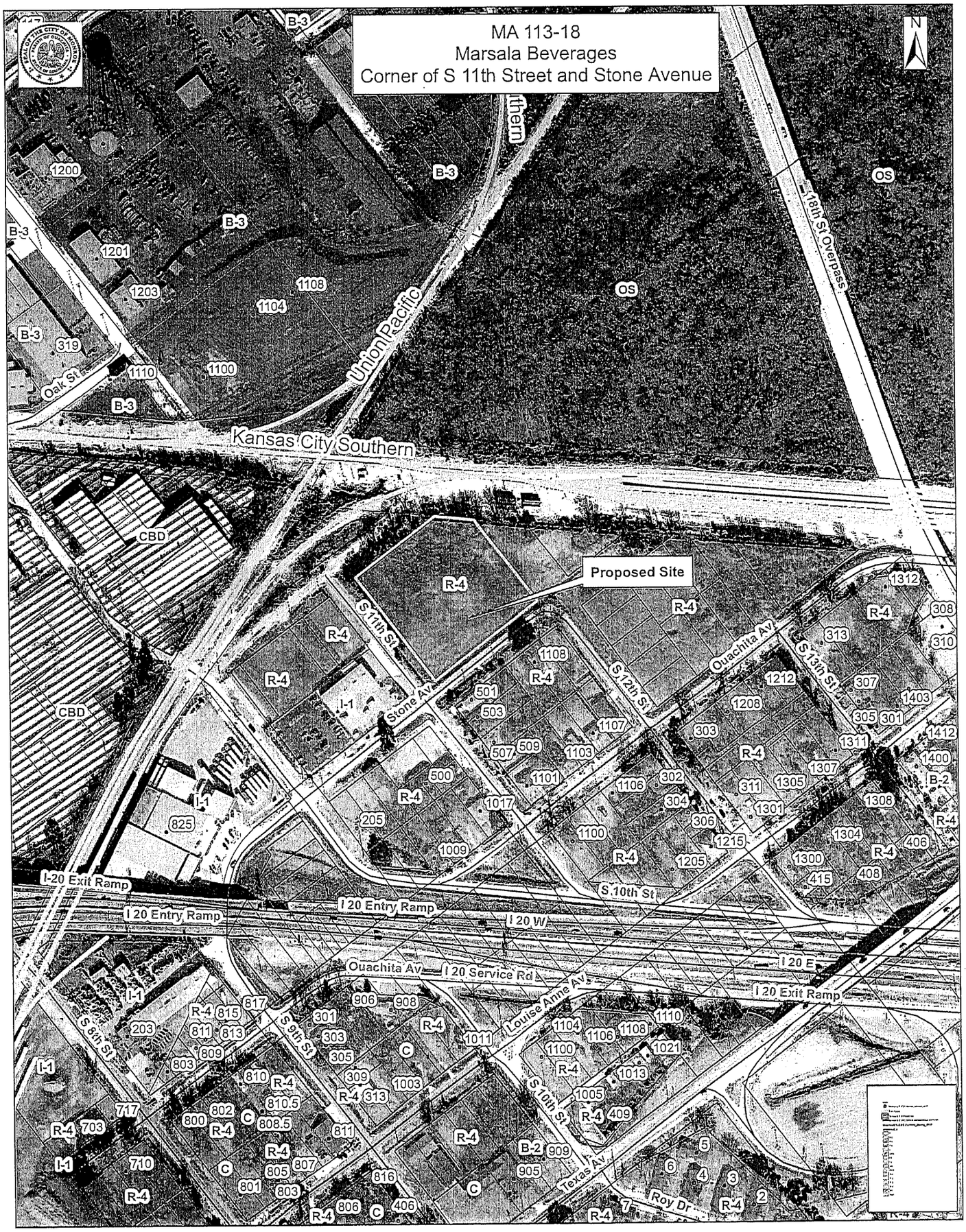
c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.

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.


MA 113-18
Marsala Beverages
Corner of S 11th Street and Stone Avenue
N
Proposed Site
Kansas City Southern
Union Pacific
18th St Overpass
Oak St
S 11th St
S 12th St
S 13th St
S 9th St
S 8th St
S 10th St
Stone Av
Ouachita Av
Louise Anne Av
Texas Av
Roy Dr
I 20 Exit Ramp
I 20 Entry Ramp
I 20 W
I 20 E
I 20 Service Rd
CBD
B-3
R-4
I-1
B-2
OS
C

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 ADOPTING AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA

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

An amendment to the Zoning Map to rezone a ±12.95 acre tract of land, more or less, presently located in Ouachita Parish from I-1, Industrial Business Park District to I-2, Heavy Industrial/Manufacturing District.

WHEREAS, the legal description of these properties is:

A certain tract of land situated in the Monroe Industrial Park, City of Monroe, Ouachita Parish, Louisiana and being more particularly described as follows, to-wit:

Beginning at the intersection of the South right-of-way line of Transport Avenue and the West right-of-way line of Cargo Lane as shown on the "Survey or the Monroe Industrial Park" plat filed in Plat Book 15 – Page 113 of the records of Ouachita Parish, Louisiana; Thence S 5°14'00" W, along the West right-of-way line of Cargo Lane, a distance of 768.85 feet to the North right-of-way line of Alloy Drive, Thence N 84°48'26" W, along the North right-of-way line of Alloy Drive, a distance of 732.11 feet to the East Right-of-Way line of Kansas Lane as shown on the construction plans for State Project No.'s 742-06-15, 742-06-17 and 742-07-0101; Thence N 5°10'32" E, along the East right-of-way line of said Kansas Lane, a distance of 316.41 feet; Thence N 3°07'34" E, along the East right-of-way line of said Kansas Lane, a distance 139.81 feet; Thence along a tangential curve concave to the east, (said curve having a delta angle of 9°41'53", a radius of 1854.87 feet, a chord bearing of N 7°58'30" E and a chord distance of 313.59 feet) and being the East right-of-way line of Kansas Lane, an arc distance of 313.96 feet to the South right-of-way line of Transport Avenue; Thence S 84°46'07" E, along the South right-of-way line of Transport Avenue, a distance of 722.57 feet to the Point of Beginning. Containing 12.95 acres more or less.

APPLICANT: Auto Shred of Louisiana (MA 114-17)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 6-0-1 vote. Auto Shred of Louisiana is leasing this property and would like to operate a solid waste. The proposed zoning request of I-2, Heavy Industrial/Manufacturing District is the appropriate classification for this use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±12.95 acres previously described to I-2, Heavy Industrial/Manufacturing 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 13th day of November 2018.

NOTICE PUBLISHED on the _____ day of _____2018.

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 _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE PLANNING COMMISSION

Mayor James E. Mayo
Ellen Hill - PUD Director
Joanne Poret – Planning & Zoning Director

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

November 5, 2018 City Hall Monroe, Louisiana

RE: MA 114-18 **APPLICANT:** Auto Shred of Louisiana

MOTIONED BY: Mr. Tommy Usrey

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request to rezone a ±12.95 acre parcel of land located at 675 Kansas Lane from I-1, Industrial Business Park District to I-2, Heavy Industrial/ Manufacturing District. The commission recommends this application be approved.

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

City of Monroe
Planning Commission

Case No.:	MA 114-18
Name of Applicant:	Auto Shred of LA
Address of Property:	675 Kansas Lane
Size of Property:	12.95 acre tract of land, more or less
Present Zoning:	I-2 (Heavy Industrial/Manufacturing) District
Proposed Zoning:	I-1 (Commercial/Industrial Business Park) District
Council District:	3 – Councilwoman Juanita Woods

REQUEST:	This is a request to rezone a 12.95 acre tract of land from I-1 (Commercial/Industrial Business Park) District to I-2 (Heavy Industrial/Manufacturing) District in order to operate a solid waste transfer station (recycle facility).
PRESENT USE:	Vacant Commercial Building
MOST NEARLY BOUNDED BY (STREETS):	North of Alloy Drive, south of Transport Avenue, west of Cargo Lane and east of Kansas Lane.
SURROUNDING LAND USES:	The surrounding land use consists of industrial businesses in all directions, with commercial uses such as a bus depot, the Chennault Museum and the Chase Bank Mortgage facility.
ADVERSE INFLUENCES:	Addition of this use will not be injurious to the neighborhood or adjoining properties or otherwise detrimental to the public welfare.
POSITIVE INFLUENCES:	Additional sales tax for the City.
COMPREHENSIVE PLAN:	The Future Land Use designates this area as Industrial. These are areas where the predominate land development consist of a manufacturing and/or warehousing facilities. This land use consists of the majority of the City's industrial use, which is approximately 4%.

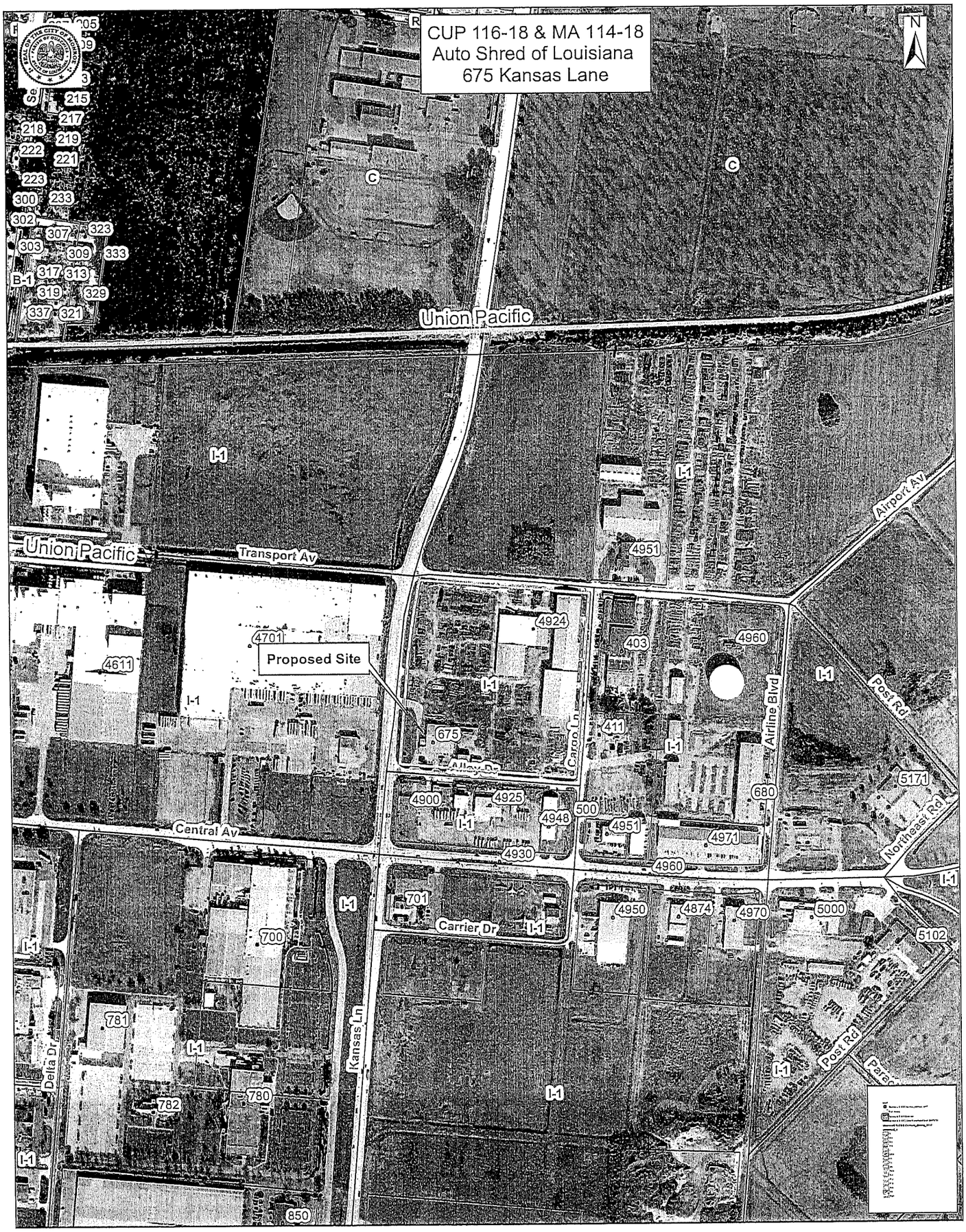
c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.

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.


CUP 116-18 & MA 114-18
Auto Shred of Louisiana
675 Kansas Lane
N
Union Pacific
Union Pacific
Transport Av
Airport Av
Proposed Site
675
4701
4611
4924
403
4960
411
4951
Airline Blvd
Post Rd
Alley Dr
Carol Ln
4900
4925
4948
500
4951
4971
4930
4960
680
5171
Northeast Rd
Central Av
Carrier Dr
701
700
781
782
780
850
4950
4874
4970
5000
5102
Kansas Ln
Delta Dr
I-1
C
B-1

O R D I N A N C E

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 DEDICATING THREE (3) STREET RIGHT-OF-WAYS. A 67' x 629', MORE OR LESS, STREET RIGHT-OF-WAY - EXTENSION OF CAVELL STREET; 63' X 292', MORE OR LESS, STREET RIGHT-OF-WAY – CAMDEN WALK AND A 63' X 506', MORE OR LESS, STREET RIGHT-OF-WAY) – CORK STREET WITHIN PHASE 1B OF THE CENTURY VILLAGE PLANNED UNIT DEVELOPMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Southern Lifestyle Development has requested the dedication of three (3) street rights-of-way: a 67' x 629', more or less, street right-of-way - Extension of Cavell Street; a 63' x 292', more or less, street right-of-way – Camden Walk; and a 63' x 506', more or less, street right-of-way – Cork Street within Phase 1b of the Century Village Planned Unit Development, and

WHEREAS, the City of Monroe Engineering Department has inspected said street rights-of-way (Extension of Cavell Street, Camden Walk and Cork Street), and stipulates that all improvements meet the City's standards.

NOW, THEREFORE

BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that three (3) street rights-of-way: a 67' x 629', more or less, street right-of-way - Extension of Cavell Street; a 63' x 292', more or less, street right-of-way – Camden Walk; and a 63' x 506', more or less, street right-of-way – Cork Street within Phase 1b of the Century Village Planned Unit Development, is hereby dedicated for the ordinary use of the public.

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 13th day of November 2018.

NOTICE PUBLISHED on the _____ day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2018

_____
CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT FOR 2018, THROUGH DECEMBER 31, 2020, BY AND BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, LOCAL NO. 407 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the contract between the International Union of Operating Engineers, Local 407 expired and the parties have been working toward a new agreement; and

WHEREAS, the parties have reached an agreement, which is attached hereto;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective the ___ day of _____, 2018 through December 31, 2020 by and between the City of Monroe and the International Union of Operating Engineers, Local 407 is hereby adopted.

ORDINANCE INTRODUCED on the _____day of _____, 2018.

NOTICE PUBLISHED on the _____day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

WORKING AGREEMENT BETWEEN THE CITY OF MONROE

AND

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

2018 – 2020

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

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

PREAMBLE

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

ARTICLE I
RECOGNITION-BARGAINING

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

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

employees covered by this Agreement.

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

ARTICLE II
MANAGEMENT RIGHTS

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

ARTICLE III
STRIKES AND LOCKOUTS

Section 1 During the term of this Agreement there shall be no lock-out of employees by Employer and the Union shall not cause, engage in, or encourage, nor shall any employee cause, engage in, or encourage, any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, work interruptions, delays of work, sit downs, refusal to work overtime, nor mass false illnesses. The Union and the Employer understand and agree that during the term of this Agreement this Article is judicially enforceable by temporary and

permanent injunction without regard to the nature or resolution of the dispute which gave rise to the conduct which violates this Article. The Employer shall have the right to require a medical examination by a physician of its choice of any employee or employees suspected of having false illnesses. Notice of such medical examination shall be given to an authorized representative of the Union and it shall be the Union's responsibility to secure attendance of the involved employees at said medical examination. Failure of the employee to submit to said medical examination shall be grounds for discipline. Any employee who violates this Article shall be subject to discipline by the Employer, including discharge.

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

ARTICLE IV
WORK SCHEDULE AND HOURS OF WORK

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

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

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

Section 4 The normal hours of work at present are:

Shift Workers (Operators and Trainees)

Day Shift	6:00 a.m. to 6:00 p.m.
Evening Shift	6:00 p.m. to 6:00 a.m.
Day Workers	
Monday thru Friday	7:00 a.m. to 12:00 p.m.
	12:30 p.m. to 3:30 p.m.

Section 5 When an employee is called out for work other than his regular shift then existing, he shall receive a minimum of four (4) hours work at the applicable rate.

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

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

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

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

ARTICLE V
OVERTIME PAY

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

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

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

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

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

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

ARTICLE VI
CERTIFICATION PAY

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

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

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

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

Section 5 Upon certification of passage of the Class IV Water Treatment examination of the Louisiana Department of Health and Human Resources an employee shall be paid TWO HUNDRED AND SEVENTY-FIVE AND NO/100 ($275.00) DOLLARS per month above his base pay.

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

a) TWO HUNDRED AND FIFTY AND NO/100 ($250.00) per month above his base pay upon successful completion of an associate certification Class IV Water Production examination.
b) TWO HUNDRED AND FIFTY AND NO/100 ($250.00) per month above

his base pay upon successful completion of an associate certification Class IV Water Distribution examination.

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

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

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

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

ARTICLE VII
VACATION LEAVE

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

Section 2 Vacations are to be taken during the calendar year. Vacations may be allowed at any time during the year and will be scheduled insofar as practical to

suit the convenience of the employee, providing adequate fill-in personnel are available for the assignment of the vacated job. Vacation pay shall not be included toward the calculation of overtime pay.

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

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

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

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

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

ARTICLE VIII
HOLIDAY PAY

Section 1 Designated Holidays and Definitions:

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

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

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

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

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

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

Section 2. Eligibility Requirements

For each public, observed or local declared holiday, which falls between a Monday and Friday and occurs on a day in which the employee is normally scheduled to work, each employee shall receive as a holiday allowance eight (8) hours pay at his regular rate of pay provided he has worked his last regularly scheduled work day before and his first regularly scheduled work day after the holiday. Employees scheduled to work on a holiday who fail to do so, unless a leave of absence was pre-approved, shall not be entitled to holiday pay.

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

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

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

Employees required to work on an observed holiday shall receive payment at

the rate of time and one-half (1 ½) for all hours worked.

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

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

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

Section 4. Holidays falling on Saturday or Sunday will be observed either the Friday before or Monday after the holiday. No work will be performed on Labor Day except such as is necessary for the preservation of life or property.

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

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

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

ARTICLE IX
LONGEVITY PAY

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

1. Three (3) through five (5) years of continuous service.....$100.00/monthly
2. Over five (5) through ten (10) years of continuous service..... $150.00/monthly
3. Over ten(10)through fifteen (15) years of continuous service.....$200.00/monthly
4. After fifteen (15) years of continuous service..... $275.00/monthly

ARTICLE X
SICK LEAVE POLICY

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

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

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

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

shifts.

ARTICLE XI
SENIORITY

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

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

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

Section 4 In the event any job classification is abolished, employees holding such jobs and having higher seniority rating shall have the right to displace employees with less seniority in the department in which they are working; provided that in the opinion of Employer's Management they are competent and qualified to perform the job or jobs in which they are displacing other employees; and provided, further, that such displacement will not disrupt plant operations.

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

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

questions concerning the correctness of such seniority rating lists.

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

ARTICLE XII
OCCUPATIONAL ACCIDENTAL INJURY

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

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

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

ARTICLE XIII
SUBMISSION OF GRIEVANCE

Section 1 Any employee shall be entitled to reasonable hearing by Employer of any claim of grievance on which the employee may wish to be heard; whether it concerns the terms of this Agreement or any other matter of employment relationships or working conditions; provided the employee asserting the grievance

shall have first exhausted every reasonable effort in good faith to resolve the grievance through supervisory channels at the management level.

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

ARTICLE XIV
JURY DUTY AND FUNERAL LEAVE

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

Section 2 In the event of death in the immediate family of an employee (as defined in Article VIII, Section 5), the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for and/or to attend funeral arrangements. Immediate family shall be defined as: Current spouse, mother, father, brother, sister, grandparents and children. *Other relations:* In the event of death in the family of an employee, the employee shall be granted two (2) days of absence with full pay to assist in making arrangements and/or attending the funeral. Other relations shall be defined as: father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, uncle and/or aunt. *Unusual Circumstances:* In situation where unusually long travel time is involved in connection with funeral of employee's family member,

employee may apply, in advance, for additional funeral leave, in exceptional circumstances. Total absence shall not exceed five (5) consecutive calendar days. An employee must attend the funeral to be eligible for the above benefits and must present proof of attendance.

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

ARTICLE XV
MISCELLANEOUS TERMS

Section 1 Employer agrees that at all times it will make reasonable provisions for the safety and health of its employees while on duty, by providing modern protective devices, safety equipment, safety apparel and such other equipment or devices as may be designed to promote the safety and physical welfare of its employees. Rain suits or slickers and boots will be furnished to all employees who are required to work outside.

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

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

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

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

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

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

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

ARTICLE XVI
GENERAL PROVISIONS

Section 1 Pledge against Discrimination and Coercion

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

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

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

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

activities.

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

ARTICLE XVII
JOB CLASSIFICATIONS AND RATES OF PAY

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

The Employer has engaged Gallagher Benefit Services, Inc. to conduct a job description and wage comparison study and issue recommendations on wage rates and personnel policies. The Union shall be provided a copy of the final report of Gallagher Benefits Services, Inc.'s recommendations no later than fifteen (15) business days of issuance to and receipt by the Employer. No later than sixty (60) days of receipt of the consultant's study and presentation of findings, the Employer and the Union shall meet to negotiate on the classification study and implementation process. In no event will the implementation of recommended changes result in the decrease in an employee's base wages.

ARTICLE XVIII
EFFECTIVE DATE AND DURATION

All Articles and Sections of this Agreement shall commence on November _____, 2018 and expire at the cease of work on December 31, 2020, unless otherwise amended or modified by the mutual consent of the parties, and this Agreement shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the Agreement - no party to this Agreement shall modify or terminate this Agreement unless the party desiring such modification or termination serves a written notice upon the other party to the Agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the Agreement. During the term of this Agreement, except as provided above, no part of the Agreement may be reopened for negotiations except on the agreement of both the Employer and the Union. The Agreement shall continue in full force and effect pending the outcome of negotiations.

THUS DONE AND SIGNED this _____ day of _____, 2018 in the presence of the undersigned witnesses.

WITNESSES:

_____
Print

_____
Sign

_____
Print

_____
Sign

CITY OF MONROE

By: _____
James E. Mayo, Mayor

LOCAL 407, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

By: _____
Committee Member Date

By: _____
Committee Member Date

By: _____
Committee Member Date

LOCAL 407 INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

APPENDIX A

JOB CLASSIFICATION	WAGE RATE			
	PRESENT	2019	2020	2021
OPERATOR A	**20.61**			
UP-GRADE	**20.07**			
OPERATOR B	**20.07**			
OPERATOR TRAINEE	**18.86**			
ELECTRICIAN A	**20.50**			
ELECTRICIAN B	**18.93**			
MAINTENANCE A	**20.50**			
MAINTENANCE B	**19.11**			
UTILITY A	**17.40**			
UTILITY B	**15.36**			
LABORATORY TECHNICIAN	**20.62**			
RELIEF LABORATORY TECHNICIAN	**20.07**			
ELECTRONICS TECHNICIAN	**20.50**			
BUILDI	**18.93**			
NG MAINTENANCE ELECTRICAL SUPERVISOR [2]	**26.91**			
MAINTENANCE SUPERVISOR [2]	**27.26**			
SECRETARY [2]	**19.77**			

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

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

APPENDIX B

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

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

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

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

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

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

Electrician B — will perform in a supervised capacity.

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

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

Maintenance B — will perform in a supervised capacity.

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

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

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

unloading and the supervision of personnel unloading chemicals and the preparation of chemicals used in the treatment of the water supply.

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

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

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

CITY OF MONROE
WATER TREATMENT PLANT

MEMBERS	CERTIFICATION WATER TREATMENT	CERTIFICATION DISTRIBUTION	CERTIFICATION PRODUCTION
Albritton, Scott	Class IV	Class IV	Class IV
Augustine, Jermiah	Class I	Class I	Class II
Bailey, Tamala	Class II	Class II	Class II
Banks, Jarvis	Class I	Class I	Class I
Buford, Tyler	Class III	Class I	Class II
Colson, Brian	Class I	Class I	Class II
Goins, Mikeous	Class IV	Class IV	Class IV
Johnson, James D	Class IV	Class IV	Class IV
Joiner, Matthew	Class II	Class I	Class II
Massey, Michael	Class IV	Class IV	Class IV
Morehead, Tomeykia	Class I	Class I	Class II
Morris, Nathan	Class IV	Class IV	Class IV
Price, Joctovria	Class IV	Class IV	Class IV
Pugh, Compton	Class IV	Class IV	Class IV
Rallinson, Kristopher	Class IV	Class IV	Class IV
Roberts, James	Class III	Class III	Class II
Scott, Clifton	Class III	Class III	Class III
Smith, Ronnie	Class IV	Class IV	Class IV
Sterling, Joseph Jr	Class II	Class II	Class II
Water, Cleo, Jr.	Class IV	Class IV	Class IV
White, Aaron	Class III	Class III	Class III

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE NO. _____

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

AN ORDINANCE REVISING AND RE-ENACTING CHAPTER 5 OF THE MONROE CITY CODE, LOUISIANA RELATIVE TO AMBULANCES; AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Chapter 5 of the Monroe City Code of Ordinances sets forth the provisions regarding "Ambulances;"

WHEREAS, the City of Monroe finds it to be in the public interest to make a comprehensive revision of those provisions of the Compiled Ordinances of Monroe, Louisiana governing Ambulance service in the City of Monroe;

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 5 of the Monroe City Code be amended as follows:

SECTION ONE

The Chapter 5 of the Monroe City Code relative to "Ambulances" is hereby revised and re-enacted, in its entirety, to read as follows:

"Chapter 5"

AMBULANCE SERVICES

ARTICLE I: In General.

Section 5-1. Name.

This Ordinance shall be known as the "Uniform Ambulance Service Ordinance."

Section 5-2. Purpose and Intent.

In order to insure that quality ambulance service is available to all residents of Monroe, Ouachita Parish, Louisiana this chapter is intended to provide for the License of a sole licensed provider for ambulance service in Monroe, Ouachita Parish, Louisiana, and to provide for the uniform regulation of ambulance service throughout Monroe, Ouachita Parish, Louisiana.

Section 5-3. Findings and Declaration.

The Monroe City Council, in accordance with La. R.S. 33:4791.1, does hereby find and declare the following:

(A) The provision of consistent high-quality emergency and non-emergency ambulance service, and all aspects attendant to emergency and non-emergency operations provided by qualified personnel with Advanced Life Support equipment, is essential to health, safety and welfare of the citizens and people within Monroe, Ouachita Parish, Louisiana.

(B) Exclusive access by an ambulance service, for the provision of emergency medical services, to the 911 or other emergency communication dispatcher

in Monroe, Ouachita Parish, Louisiana is essential to maintaining quick response time and consistency of care.

(C) It is in the best interest of the citizens of Monroe, Ouachita Parish, Louisiana to License, in accordance with the provisions of this Ordinance, with an exclusive Provider of emergency and non-emergency ambulance service in Monroe. Such an exclusive License will best allow the City of Monroe to demand accountability and performance from that Provider with respect to response times, and to guarantee the stability and accessibility of ambulance service in Monroe, Ouachita Parish for a set term.

Section 5-4. Territorial Applicability.

Upon adoption by the Monroe City Council, the provisions of this chapter shall become effective within the incorporated areas of Monroe, Ouachita Parish, Louisiana.

Section 5-5. Cooperation with other local governing authorities.

The Monroe City Council authorizes its Mayor to enter into such Local Services Agreements and/or Cooperative Endeavor Agreements with the governing authority(s) of Ouachita Parish as are necessary and proper to use the Ouachita Council of Governments ("OCOG") and the OCOG Ambulance Service Advisory Board to periodically select and License a sole provider of ambulance service in Monroe, Ouachita Parish, Louisiana and to provide for the uniform regulation and oversight of such service throughout Ouachita Parish pursuant to the provisions of this Chapter.

Section 5-6. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ADVANCED LIFE SUPPORT (ALS)

A) ***ADVANCED LIFE SUPPORT TRANSPORT*** - means transportation by ground ambulance vehicle permitted at the ALS level by the State and Parish, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention. Patients with Emergency Medical Conditions as defined below shall be provided with ALS Transport.

B) ***ADVANCED LIFE SUPPORT ASSESSMENT*** – means an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch suggested that ALS intervention was needed. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.

C) ***ADVANCED LIFE SUPPORT INTERVENTION*** – means a procedure that is in accordance with State and local laws, beyond the scope of authority of an Emergency Medical Technician. These procedures include, but are not limited to:

- Intravenous therapy
- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line insertion or monitoring
- Cardiac pacing
- Chest decompression
- Surgical airway

- Intraosseous lines
- Intravenous, intramuscular or subcutaneous medication administration
- Inhalation, sublingual or rectal medication administration
- Monitoring of pulse oximetry
- Monitoring of end-tidal carbon dioxide

D) ***ADVANCED LIFE SUPPORT PERSONNEL*** – means an individual trained to the level of Advanced EMT or Paramedic as defined by State laws and regulations, who is qualified to perform enhanced advanced skills that include being able to administer a limited number of medications and perform other interventions.

E) ***ADVANCED LIFE SUPPORT AMBULANCE SERVICE*** - means the level of service attained when (i) the Ambulance Service Provider is licensed as an advanced life support ambulance service by the Louisiana Bureau of EMS and (ii) the Ambulance Service Provider's vehicles are permitted as advanced life support vehicles by the Louisiana Bureau of EMS and each Ambulance is occupied by at least one ambulance driver certified as an EMT, Advanced EMT or Paramedic, and at least one patient attendant minimally certified as a Paramedic by the Louisiana Bureau of EMS.

BASIC LIFE SUPPORT (BLS) - means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS procedures as defined by the Louisiana Bureau of EMS. The ambulance must be staffed by a driver who is, at a minimum, qualified as an EMT and a patient attendant who is, at a minimum, qualified as an EMT.

AMBULANCE COMMITTEE - The OCOG Ambulance Committee shall administer the Operations Contract and serve as the regulatory entity for the ambulance ordinances/chapter and all medical transportation providers within the Parish. Said Committee shall consist of three (3) voting members to be appointed by the Ouachita Council of Governments (OCOG). The Committee members may be OCOG members or their designees with representation as follows:

- One member representing Ouachita Parish
- One member representing the City of Monroe
- One member representing the City of West Monroe

The Contract Administrator shall serve in an ex-officio capacity on the Committee.

CONTRACT ADMINISTRATOR - Shall mean the person appointed by the OCOG Ambulance Committee to administer the ambulance Ordinance and Operations Contract. All communications between the Parish, Cities, Advisory Board and the Operations Contractor will be facilitated the Contract Administrator. The OCOG Ambulance Committee shall fix the compensation, if any, of the Contract Administrator.

AMBULANCE AND MEDICAL TRANSPORTATION VEHICLES

AMBULANCE - Means any authorized emergency vehicle, permitted as an ambulance by the State Bureau of EMS, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. The Operations Contractor may use Parish-permitted ambulances for Non-Ambulance Medical Transportation Service (NAMTS) but NAMTS providers may not transport Patients in NAMTS vehicles. The OCOG Ambulance Committee may establish minimum standards for all medical transportation vehicles, including, but not limited to: ALS Ambulance Vehicles; BLS Ambulance Vehicles; and Emergency Medical Response Vehicles ("EMRVs").

NONAMBULANCE MEDICAL TRANSPORTATION VEHICLE - Means any wheelchair van or similar non-ambulance vehicle operated by a Non-Ambulance Medical Transportation Service (NAMTS) provider. NAMTS providers may not transport Patients in NAMTS permitted vehicles. The OCOG Ambulance Committee may establish minimum standards and licensing requirements for all Non-Ambulance Medical Transportation Vehicles.

AMBULANCE SERVICE OR AMBULANCE PROVIDER – "Ambulance service" or "ambulance provider" means any person, firm, association, or government entity licensed by the State Bureau of EMS, owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting, in ambulances, individuals who may need medical attention during transport. This applies to Emergency Ambulance Calls and Non-Emergency Ambulance Calls. However, "ambulance service" and "ambulance provider" shall not include any of the following:

A) A volunteer nonprofit organization or municipal nonprofit organization operating an invalid coach or coaches.

B) An entity rendering assistance to a licensed ambulance or ambulances in the case of a major disaster.

C) A licensed hospital providing non-ambulance transportation when such transportation originates at a licensed hospital.

D) A licensed hospital providing non-emergency transportation from its campus to a long-term care or rehabilitation facility.

E) An entity operating an ambulance or ambulances from a location outside of the state to transport patients from a location outside of the state to a location inside the state or to transport a patient or patients from a medical facility inside of the state to a location outside of the state.

F) An entity providing transportation to employees who become sick or injured during the course of their employment from a job site to the nearest appropriate medical facility.

EMERGENCY MEDICAL CONDITION - Shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, and/or symptoms of substance abuse) such that a prudent layperson, who possess an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. Except in major catastrophes and in disaster situations (as declared by appropriate elected officials) only ambulances that are permitted at the ALS level with ALS personnel may transport patients with Emergency Medical Conditions.

EMERGENCY AMBULANCE CALL - Shall mean a situation that is classified (at time of dispatch) as a priority one or two under the Emergency Dispatch protocols established by the NAEMD (National Association of Emergency Medical Dispatch) or APCO (Association of Public Safety Communications Officials), or when the exact circumstances are unknown, but the nature of the request is suggestive of a true emergency where a patient may be at risk. ALS and BLS ambulances or EMRVs may respond to Emergency Ambulance Calls, but only ALS ambulances may transport patients with Emergency Medical Conditions.

EMERGENT AMBULANCE CALL FROM A HOSPITAL - Shall mean a call that, at the time the call is made, presents circumstances in which there is an

immediate need for a patient to be transported by Ambulance from a hospital in Monroe, Ouachita Parish (the "originating hospital") to another hospital, inside or outside Ouachita Parish, so that the patient can receive a higher level of care or medical services that are not available at the originating hospital, and the physician ordering the ambulance transport or otherwise referring the patient to another hospital certifies that a delay in the transport is likely to have an unfavorable impact on the patient's outcome.

NONEMERGENCY AMBULANCE CALL - Non-emergency Ambulance Call means a call for ambulance service that is not an Emergency Ambulance Call. Non-emergency transportation by ambulance is appropriate if either: the patient is bed-confined, and it is documented that the patient's condition is such that other methods of transportation are contraindicated; or, if the patient's medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required.

EMERGENCY MODE - Means an ambulance or EMRV operating with emergency lights and warning siren (may use air horn in addition to siren) while engaged in an Emergency Ambulance Call. Drivers of ambulances and EMRVs shall operate in the emergency mode with warning lights and siren at all times while engaged in an Emergency Ambulance Call if they are operating the emergency vehicle in a manner to take exemption to the traffic laws and rules of the road which may be allowed by State law, so as to warn other drivers of non-emergency vehicles to yield the right of way of the authorized emergency vehicle. Ambulances and EMRVs may use emergency warning lights only, if they are engaged in an Emergency Ambulance Call and they are stopped or parked or if they are moving and operating the vehicle in a manner so as to abide by all traffic laws and regulations stipulated in State law. No driver of any ambulance or EMRV shall assume any special privilege from traffic laws and regulations except when such emergency vehicle is operated in the emergency mode, with warning lights and siren, while engaged in an Emergency Ambulance Call.

EMERGENCY MEDICAL RESPONSE VEHICLE (EMRV) - Means a marked emergency vehicle with fully visual and audible warning signals operated by the City/Parish-licensed ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the purpose of transporting a victim from the scene to a medical facility regardless of its designation. Included are such vehicles referred to but not limited to the designation as "sprint car", "quick response vehicle", "special response vehicle", "triage trucks", "staff cars", "supervisor units", and other similar designations. - Personnel operating EMRVs must be certified as either EMT, Advanced EMT or Paramedic.

EMERGENCY FACILITIES - Are those facilities that include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians and they receive ambulance patients with Emergency Medical Conditions.

EMERGENCY MEDICAL SERVICES DRIVER (EMSD) - An individual who is authorized to drive an ambulance in the Parish. At a minimum, they must trained and certified as an Emergency Medical Responder and have successfully completed an emergency ambulance driving course with current certification as approved by the Ambulance Committee. EMT, Advanced EMT, and Paramedics may also function as EMSD if they successfully complete an emergency ambulance driving course with current certification as approved by the Ambulance Advisory Committee.

AMBULATORY CARE FACILITIES - Provide primary medical care services and may be accessible without prior doctor-patient relationship or without an appointment.

CALL RESPONSE MEASUREMENTS - The following definitions shall be used as time measurements for the ambulance provider licensed pursuant to this Chapter/Ordinance. All times shall be recorded in hours, minutes and seconds. These measurements shall be utilized by the Ambulanced Advisory Committee to determine licensed ambulance provider's compliance with performance criteria. All of the below listed times shall be based on transporting units only.

A) ***Fractile Response Time.*** Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard. A fractile response time requirement can be expressed as follows: Every calendar month, the Contractor will have an ALS ambulance staffed as required, on the scene of at least X percent of all (enter level of call here, such as "presumed life threatening") emergency calls in (a specific jurisdiction) in Y minutes or less. An example of this wording follows: "Every calendar month, the Contractor will have an ALS ambulance staffed as required, on the scene of at least 80% (eighty percent) of all presumed life threatening presumed life-threatening emergency calls inside the cities of Monroe and West Monroe in eight minutes zero seconds or less."

B) ***Call Received Time.*** This time is when the EMS telecommunicator has answered a call for service or when the call has been transferred from the Monroe, Ouachita Parish 911 call center.

C) **Enroute Time.** This time is when the assigned unit is notified of assignment to a specific call by the communications center and declares itself to be enroute.

D) ***On-Scene Time.*** This stage begins when the ambulance unit - declares itself on-scene, (the unit is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient or when it arrives at a staging area because of hazardous materials, violent crime scenes, etc.) and ends when the ambulance unit declares itself to be enroute to a destination.

E) ***Response Time.*** Elapsed time measurement that begins at the Call Received Time and ends when an assigned ambulance unit capable of ALS transport declares itself on-scene at the assigned location or staging area.

EMERGENCY MEDICAL SERVICES - Emergency Medical Services ("EMS") means the following pre-hospital and inter-hospital services:

A) ***Access and Coordination*** - The answering and processing of telephone requests for Ambulance or Emergency Medical Responder Services, including EMS dispatching, emergency and non-emergency; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the EMS Control Center;

B) [BLANK]

C) ***Medical Transportation*** – Transportation and services by either a Permitted Ambulance (ALS or BLS) or Non-Ambulance Medical Transportation Service vehicle.

D) ***On-line Medical Direction*** - On-line medical direction is the medical direction provided directly to prehospital providers by the medical director or designee either on-scene or by direct voice

communication. Ultimate authority and responsibility for concurrent medical direction rests with the medical director. On line medical direction in the Parish shall be sanctioned and coordinated by the Licensed Ambulance Provider.

E) ***Off-line Medical Direction*** - Off-line medical direction is the administrative promulgation and enforcement of accepted standards of prehospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not limited to, training, testing, and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to, medical audit and review of care, direction of remedial education, and limitation of patient care functions, if needed. Various aspects of prospective and retrospective medical direction can be handled by committees functioning under the medical director with representation from appropriate medical and EMS personnel. The Off-line Medical Director is appointed by the Licensed Ambulance Provider, and shall be a physician licensed to practice emergency medicine who is familiar with the pre-hospital emergency response system in Monroe, Ouachita Parish.

EMS CONTROL CENTER - EMS Control Center is the Communications facility operated by the Licensed ambulance provider which serves as the central EMS communications center for the Parish.

LICENSED AMBULANCE PROVIDER - The Licensed Ambulance Provider is the licensed provider for emergency ambulance services in Monroe, Ouachita Parish, Louisiana. The Licensed Ambulance Provider is authorized to enter into mutual aid agreements with other EMS, public safety and ancillary support agencies.

MEDICAL NECESSITY FOR AMBULANCE SERVICE - Medical necessity is established when the patient's condition is such that use of any other method of transportation other than ambulance is contraindicated. In any case, in which some means of transportation other than an ambulance could be utilized without endangering the individual's health, whether or not such other transportation is actually available.

NONAMBULANCE MEDICAL TRANSPORTATION SERVICE OR MEDICAL WHEELCHAIR VAN SERVICE - Non-Ambulance Medical Transportation Service (NAMTS) or Medical Wheelchair Van Service means any person, firm, association, or government entity owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting individuals in a vehicle other than an ambulance, with the following stipulations:

A) Passengers do not require medical care, attention, or monitoring during transport; and

B) Passengers do not require the assistance of an attendant during transport; and

C) [BLANK]

E) Passengers do not meet Medical Necessity requirements as defined in this Chapter.

F) Drivers must possess a valid driver's license and be State certified as a EMR, EMT, AEMT or Paramedic.

OPERATIONS CONTRACT - Operations Contract means a contract between an Ambulance Provider and the Parish to provide Ambulance Service to the Parish in response to Emergency Ambulance Calls and Non-emergency Ambulance Calls within Monroe, Ouachita Parish, Louisiana.

OPERATIONS CONTRACTOR - Operations Contractor means the entity providing Emergency and Non-emergency Ambulance Service to Monroe, Ouachita Parish, Louisiana pursuant to the Operations Contract.

PATIENT - Patient means an individual who is ill, sick, injured, wounded, or incapacitated (physically or mentally), and who is in need, or is at risk of needing, medical care or assessment at the scene of a call and during transportation to or from a health care facility. Only licensed Ambulance Services may transport Patients as defined herein, and they must be transported in ambulance vehicles permitted by the State of Louisiana.

LICENSE - Ambulance Service License – Every Ambulance Service Provider as defined in this section responding to Emergency Ambulance Calls and Non-emergency Ambulance Calls originating in the Parish shall be required to obtain an Ambulance Service License pursuant to this Ordinance. This Ambulance Service License authorizes the Provider to respond to Emergency and Non-emergency Ambulance Calls.

SYSTEM STANDARD OF CARE - System Standard of Care means the federal, state and local laws, and policies, rules, regulations and protocols that establish standards governing all clinical and operational aspects of the EMS system in Monroe, Ouachita Parish. Minimum requirements shall include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services The OCOG Ambulance Committee may establish additional minimum Standards of Care. The Licensed Ambulance Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services during the term of the Contract. If the Licensed Ambulance Provider does not hold such accreditation at the commencement of the Contract, it must make application for such accreditation within one year from the commencement date of the Contract and must be accredited within two years.

TELECOMMUNICATOR - Telecommunicator shall hold the certification from either the National Academy of Emergency Medical Dispatch (NAEMD) or the Association of Public Safety Communication Officials EMD (APCO EMD). Only qualified telecommunicators shall be permitted to work in the EMS Control Center as call takers or dispatchers.

SYSTEM STATUS PLAN - System Status Plan means the plan and protocols for staffing, deployment, and redeployment of Ambulances which is developed and utilized by an Ambulance Service Provider, and which specifies how many Ambulances will be staffed and available within the Parish each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the Paris, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Operations Contractor is responsible for development and implementation of the System Status Plan. The System Status Plan shall require enough units to meet emergency and nonemergency response times.

Section 5-7. Prohibited Acts

Subject to the "Exemptions" set forth in Section 5-8, it shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

A) To perform duties as an EMS driver, attendant-, (EMR, EMT, Advanced EMT, Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Louisiana Bureau of EMS.

B) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Louisiana Bureau of EMS.

C) To use, or cause to be used, an ambulance service other than the Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.

D) For any person, firm or organization except Public Safety Agencies in Monroe, Ouachita Parish, Louisiana to respond to emergency or non-emergency ambulance calls that originate within Monroe, Ouachita Parish, Louisiana other than the Ambulance Service Provider that is the holder of a valid Ambulance Service License issued pursuant to this Ordinance or without the express authorization of the Operations Contractor.

E) To knowingly give false information to induce the dispatch of an Ambulance or Emergency Medical Responder.

F) To operate an Ambulance in the Emergency Mode when not responding to an Emergency Ambulance Call in compliance with this Ordinance.

G) For any person, firm or organization to cause the use of non-emergency ambulance service that violates the provisions of this Ordinance.

H) For an Ambulance Service Provider to bill a patient for services provided by firefighters, police officers, or other public employees acting as first responders. This provision shall not be applied to prevent an Ambulance Service Provider from billing a patient for medications, medical supplies, and the like used by firefighters, police officers, or other public employees acting as first responders where those medications, medical supplies, and the like were provided to or for such first responders by the Ambulance Service Provider

I) It shall be a violation of this Ordinance for the Licensed Ambulance Provider, to fail to respond to an Emergency Ambulance Call originating within the Parish where there is a Medical Necessity for the Service.

J) To allow any person to work as a Telecommunicator without NAEMD or APCO EMD certification.

Section 5-8. Penalties.

(A) In this Chapter, the term "violation of this Ordinance" means:

Doing an act that is prohibited or declared unlawful, by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance;

Failure to perform an act that is required to be performed by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance; or

(B) In this Chapter, the term "violation of this Ordinance" does not include the failure of a public employee or designee to perform an official duty unless this Uniform Ambulance Service Ordinance specifically provides that failure to perform the duty is to be punishable as provided in this Chapter.

(C) The imposition of a penalty as set forth herein does not prevent the subject violation of this ordinance from being considered in connection with the revocation or suspension of a license, permit or franchise.

(D) Continuous or repeated violations of this Ordinance may be abated by injunctive or other relief, and the imposition of a penalty under this Section or any other provision of law does not constitute an election of remedies and shall not prevent an award of injunctive or other relief.

(E) Each violations of this Ordinance shall be subject to punishment by a fine not to exceed the sum of $500, thirty (30) days imprisonment, 100 hours of community service, or any combination thereof.

Section 5-9 Exemptions.

Notwithstanding anything herein, it shall not be a violation of this chapter, and no Ambulance Service License shall be required, when a vehicle or Ambulance is:

A) Responding to an emergency or non-emergency Ambulance Call at the request of the Licensed Ambulance Provider.

B) A privately owned vehicle not ordinarily used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.

C) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances with Permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed as determined by the Incident Commander(s).

D. 1) An Ambulance transporting a Patient to a location within the Parish where the transport originated from a point outside the Parish; and, 2) an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the Parish back to the original point of origin within twenty-four (24) hours of the original transport and the Patient (or a proper representative of the Patient) has specifically requested transportation by said ambulance service.

E. An Ambulance operated by the same ambulance service provided by a governmental entity or political subdivision that transported a patient to a location within the Parish, that transports the same Patient from the original destination within the Parish back to the Patient's original point of origin outside the Parish when the Patient (or a proper representative of the Patient) has specifically requested transportation by said ambulance service because the patient receives such ambulance service without cost, or at a reduced cost, by virtue of being a citizen or resident of the governmental entity or political subdivision operating that ambulance service.

F. A vehicle engaged in the interstate transport of a Patient that originates outside the Parish.

G. An ambulance service that responds with mutual aid and permission of the Operations Contractor, so long as the response is coordinated through the EMS Control Center and the Licensed Ambulance Provider determines that the ambulance service meets or exceeds the needs of the specific patient(s).

Sections 5-10 – 5-20. Reserved.

ARTICLE II: Ambulance Service Advisory Board.

Sec. 5-21. Name and Purpose.

In order that the local governing bodies will have the benefit of relevant technical and professional expertise there is hereby created the "Ouachita Parish Ambulance Service Advisory Board" ("Board") which shall assist and advise the local governing bodies with respect to the selection of a sole provider for ambulance service in Ouachita Parish and the regulation of such service as set forth herein.

Section 5-22. - Members and method of appointment.

The board shall consist of seven (7) members, appointed as follows for a term of two (2) years:

(1) One (1) member of the board shall be appointed by the President of the University of Louisiana at Monroe.

(2) The Mayor of the City of Monroe, the Mayor of the City of West Monroe and the President of the Ouachita Parish Police Jury shall each appoint one (1) member of the board. Each of these three (3) appointees shall be familiar with emergency medical services in Ouachita Parish.

(3) The Chief Executive Officer (or person serving in the equivalent position) of each Medical Center operating a 24-hour Emergency Department in Ouachita Parish shall appoint one member of the Board. This provision calls for three (3) appointments, one each from the chief executive of each of the following Medical Centers: St. Francis Medical Center; Glenwood Regional Medical Center; and, E. A. Conway Medical Center.

No member of the board shall be affiliated with any ambulance service. There shall be no limit on the number of terms a member may serve on the board.

Sec. 5-23. Notification of Appointment.

The appointing authority shall provide written notice identifying its appointee to the Contract Administrator and the appointment shall become effective upon the Contract Administrator's receipt of that notice. The Contract Administrator shall communicate, in writing, to the local governing authorities the name of all appointees and the date of the appointment. All appointments will be publically reported at the next meeting of OCOG.

Sec. 5-24. - Meetings.

The board shall meet at any time on the call of the chairman, the Contract Administrator, or on the written request of any four (4) members. The board will meet at least quarterly. All meetings of the board shall be open

to the public as provided by law. The board may make its own rules and regulations concerning the conduct of its meetings.

Sec. 5-25. - Attendance at meetings.

Members of the board shall be expected to attend all regular and called meetings. Should a member be absent from more than fifty (50) per cent of the board's meetings in a calendar year, the Contract Administrator shall notify the authority that appointed such member and request that the member be removed from the board and a new member be appointed.

Sec. 5-26. - Organization and quorum of the board.

The board shall elect, at its first meeting, and annually thereafter, a chairman, a vice chairman and a secretary from its membership. The term of each officer shall be for one (1) year with eligibility for reelection. Four (4) members of the board shall constitute a quorum for all purposes.

Sec. 5-27. - Committees.

The board shall have the power to designate various committees with such powers and duties as the board may prescribe, provided that such powers and duties do not violate any law of the State of Louisiana.

Sec. 5-28 - Reports.

The board shall keep an accurate record of all of its meetings and shall, at least annually, give to OCOG a written report of the board's activities for the prior year. The board shall provide OCOG copies of the minutes of each of its meetings.

Sec. 5-29. - Legal representation.

The district attorney for Ouachita Parish or his/her designee, shall serve as the legal advisor to the board.

Section 5-30. - Duties and authority of board.

The board shall have the following duties and authority:

(a) As desired, the board may review and recommend to OCOG and the local governing authorities any changes to the Ordinance(s) regulating ambulance services.

(b) As desired, the board may review and recommend to OCOG and the local governing authorities any changes in the standards and procedures with reference to the provision of emergency medical services.

(c) The board will respond to any complaint concerning quality of service provided under the sole provider license issued through OCOG by the local governing authorities pursuant to this chapter.

(d) The board will respond to any complaint concerning rates and charges by emergency medical service providers in Ouachita Parish and can make any recommendation concerning the same to OCOG and the local governing authorities.

(e) The board may review and recommend to OCOG and the local governing authorities any recommendations it has concerning the provision of any emergency medical service to the citizens of Ouachita Parish.

(f) The board may encourage the local governing authorities in Ouachita Parish to adopt such ordinances as are needed in order to provide quality ambulance service to all citizens living within Ouachita Parish.

(g) Monitor the Licensed Ambulance Provider's compliance with applicable Response Times established by this Ordinance or by the Operations Contract.

(g) The board will hear any complaint of any person with reference to the provision of ambulance services in Ouachita Parish. In connection with such complaints the privacy rights of any patient will be protected in accordance with law. The hearing of complaints by the board will be conducted under the following procedure:

(1) All complaints must be in writing. All written complaints must be directed initially to the Contract Administrator.

(2) The Contract Administrator will notify the chairman of the board in writing of the receipt of any written complaint.

(3) The Contract Administrator will notify the emergency medical service provider in writing of the complaint, will furnish a copy of the written complaint to the provider and will allow fifteen (15) days for the provider to respond in writing to the complaint.

(4) The Contract Administrator will furnish a copy of the written response of the emergency medical service provider to the complaining party upon the receipt of same.

(5) The board will consider and attempt to mediate and resolve the complaint, if possible. If the complaint is resolved, notice of the resolution will be sent by the Contract Administrator to the complaining party and to the emergency medical service provider.

(6) If the complaint is not able to be resolved by the board, the Contract Administrator will refer the complaint, together with the response of the provider, and any recommendation that the board deems appropriate to the local governing authorities and/or appropriate law enforcement agencies.

Secs. 5-31 – 5-50. – Reserved.

ARTICLE III. Terms and Conditions of License for Provision of Ambulance Services.

Sec. 5-51. Exclusive License.

Under the provisions of Louisiana law, including but not limited to La. R.S. 33:4791.1, the Monroe City Council is authorized to issue an exclusive license to a sole Provider of ambulance services (both emergency and non-emergency) within the unincorporated areas of Monroe, Ouachita Parish, Louisiana. The Monroe City Council finds that the purpose and intent of this Ordinance as stated hereinabove are best served by the licensure of such a sole Provider of ambulance service.

Sec. 5-52. Term of Exclusive License.

The initial term of any such exclusive License shall be for a period of five (5) years beginning with the Commencement Date set forth in the License issued by OCOG pursuant to this chapter. The License may thereafter be renewed by mutual agreement of OCOG

and the Licensee for additional terms of not more than four (4) years each.

It will be presumed that the parties intend for the License to be renewed for a term of one (1) year unless written notice of non-renewal is delivered to the other party not less than one hundred twenty (120) days prior to the end of the term of the License then in effect.

Sec. 5-53. License Fee.

The Provider of Ambulance Services shall pay a license fee of THIRTY-FIVE THOUSAND AND NO/100 ($35,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to OCOG to defray the costs of administering this chapter. The initial License Fee shall be paid upon commencement of the initial term of the License with subsequent License Fees being due thereafter on or before January 31 of each succeeding year during the initial or renewal term(s) of the License.

For the calendar year 2020 and thereafter during the initial and renewal term(s) of the License, OCOG may increase the License Fee if shown necessary to cover the costs of administering this chapter, but no such increase shall be more than $10,000.00 per calendar year or portion thereof. Any such increase shall be adopted by OCOG at an Open Meeting held on or before October 31 of the prior year.

Sec. 5-54. Conditions of License for Provision of Ambulance Service.

Any sole Provider of ambulance services for the incorporated areas of Monroe, Ouachita Parish, Louisiana shall be selected only upon the ambulance service Provider being able to furnish and actually furnishing to the Monroe City Council the following *inter alia*:

(A) The provision of a licensed emergency physician to serve as Medical Director of ambulance service. The Medical Director or his/her designee shall be responsible for all quality of care issues, and shall provide monthly reports to the Contract Administrator, regarding response times, responses to complaints made to the Board, and any other quality of care issue.

(B) The ambulance contractor shall maintain mutual aid agreements with air and ground ambulance providers who can respond to Monroe, Ouachita Parish, Louisiana when called upon by the Licensed Ambulance Provider in times of disaster or other extraordinary situations.

(C) **Insurance Required**: Prior to commencement of any operations under the License with the Monroe City Council, the Provider must file with the City and with the Ambulance Service Advisory Board all policies of general liability insurance, automobile liability insurance, workers compensation insurance and professional liability insurance which policies must be issued by an insurance company qualified to do business in the State of Louisiana having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service and shall be eligible for redemption under any terms of default as defined by this ordinance or any provision of the contract and which policies shall contain the conditions and stipulations set forth in the Operations Contract.

(D) **Insurance Cancellation**: Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any Ambulance Service License issued hereunder, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the City of Monroe.

(E) **Performance Bond Requirements**: Provider must furnish performance security in an amount of not less than $750,000.00. Said security shall be

furnished through the pledge of a Certificate(s) of Deposit to OCOG in said amount or through the posting of a Performance Bond in favor of OCOG in said amount issued by an insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.

(F) **Inspection of Ambulances**: Before any operations can commence under any License, all ambulances used by Provider in Monroe, Ouachita Parish, Louisiana must have current motor vehicle inspection stickers issued by the Louisiana Department of Motor Vehicles and each ambulance must be equipped in compliance with the standards for ambulance equipment established by the State of Louisiana. Any ambulance operated by Provider in Monroe, Ouachita Parish, Louisiana must remain in compliance with said state standards at all times.

(G) **Emergency Medical Technicians**: With reference to emergency medical technicians, Provider must agree as follows:

(1) No ambulance will transport a patient suffering an Emergency Medical Condition, with the transport originating in or from Monroe, Ouachita Parish, Louisiana, unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally Registered EMT

(2) No person shall provide services in any capacity on an emergency medical response vehicle unless he is the holder of a certification by the Department of Health and Hospitals; or a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians.; or a certificate of licensor as a Registered Nurse; or is a Physician or Surgeon licensed to practice medicine by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation training issued by the American National Red Cross or the American Heart Association.

(3) Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meet the following qualifications:

(a) The Caregiver is a person of at least eighteen (18) years of age.

(b) The Caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.

(c) All employees of Provider who shall operate an ambulance within Monroe, Ouachita Parish, Louisiana shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:

(i) The driver is a person of at least eighteen (18) years of age; and

(ii) The driver is a Louisiana Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

(H) **Standards for Ambulance Equipment**: The Provider must warrant that each ambulance will carry at all times, when the ambulance is in use, the minimum essential equipment required by state law.

(I) **Ambulance Performance Standards**: The Provider must warrant as follows:

That it shall not unreasonably refuse to respond to a request for ambulance service in Monroe, Ouachita Parish, Louisiana.

Provider warrants that it shall not refuse to respond to a request for ambulance service where there is a "Medical Necessity" for the service, on the grounds of the patient's inability to pay for such service.

Provider warrants that it shall conform to all nationally accepted standards with respect to ground ambulance operations. Provider furthermore must agree to comply with the Ouachita Parish Office of Homeland Security and Emergency Preparedness "Emergency Operations Plan" in regards to its role and/or function within an Incident Management System.

(J) **Review of Rates, Financial Information, and Performance Information**: As to the review of rates, charges and financial information, the Provider must agree as follows:

(1) Provider shall submit a schedule of its rates for all services to the Advisory Board for review, at least once per year, and at such other times and in such format as may be designated by the Advisory Board. The Advisory Board shall have authority to review, and/or approve such rates which shall be comparable to similar Louisiana parish ALS EMS systems. In the event the Advisory Board rejects the Provider's proposed Rate Schedule, the Provider may appeal to OCOG for approval of the same. The Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's schedule of rates except as may be pre-approved by the Advisory Board. The Provider must acknowledge that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of the Provider. The Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added.

(2) The schedule of rates to be submitted for review shall include the rates to be charged under any contracts the Provider enters into with any hospital, long-term care facility, rehabilitation facility, or similar healthcare facility, to provide non-emergency ambulance service in Ouachita Parish to, or for, such facility. Rates for like services to like facilities shall be equal.

(3) The Provider must permit the Advisory Board or its designated representatives, including but not limited to auditors, reasonable access to its financial records, books, documents, papers, files or other records that are pertinent during normal business hours upon reasonable notice.

(4) Provider shall present to the Advisory Board an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit must be provided to the Advisory Board. The Provider shall have the right to demand that all audited financial statements and any other proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in

Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

(5) Provider shall submit to the Advisory Board such reports, records, recordings and other information as requested by the Board in connection with the investigation of a complaint or as otherwise deemed necessary by the Board in connection with the oversight of the Provider's performance of the Provider's obligations under this Ordinance and/or the Operations Contract. The Provider shall have the right to demand that all patient records and proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

(6) The Provider shall not initiate any "Membership Drive" or similar sale to consumers of enrollments in any plan related to the Provider's ambulance services without prior approval of such Membership Drive or sale of enrollments by the OCOG Ambulance Committee In connection with these matters the OCOG Ambulance Committee may seek the recommendation of the Ambulance Service Advisory Board and the Provider shall make available to Board and/or the OCOG Ambulance Committee written specification regarding the terms and conditions of the proposed Membership Drive or sale of enrollments as well as the Provider's proposed marketing plan including the content of proposed advertisements and promotional efforts.

(J) **Material Changes in Government Regulations**: In the event that federal laws, rules and regulations are adopted, amended, interpreted, or enforced, which have a material adverse effect on third party reimbursements for ambulance transports or requires reimbursements to be based on the clinical level of service actually performed or provided, then (a) the OCOG Ambulance Committee and the Operations Contractor will renegotiate, in good faith, the rates and fees which may be charged; and (b) the City of Monroe will modify any provisions of this chapter inconsistent with the terms of such federal authority.

(K) **Mandatory Centralized Emergency Ambulance Call Processing**: With respect to the handling of calls for ambulance service the provider must agree as follows:

1) **911 CALLS**

All 911 telephone requests for ambulance services, both emergency and non-emergency, originating within Ouachita Parish shall terminate at the EMS Control Center, where the Licensed Ambulance Provider shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions utilizing current APCO or EMD standards. The Licensed Ambulance Provider shall also determine the need for EMS Public Safety Provider Services in accordance with established guidelines, alert the EMS Public Safety Agency Dispatch Center and dispatch the appropriate Ambulance.

2) **EMS DEPLOYMENT**

The EMS Control Center of the Licensed Ambulance Provider shall at all times have full authority to direct the deployment, positioning, movements, and run responses of all Ambulances, and mutual aid Ambulance Service Providers, However, at all times an Emergency Ambulance shall be positioned and staffed on each side (East/West) of the Ouachita River. The Licensed Ambulance

Provider's deployment of Ambulances shall be adequate to meet required emergency and nonemergency response times.

3) **PATIENT DESTINATION**

The Licensed Ambulance Provider shall develop and implement patient transportation and destination policies and guidelines.

4) **RECORDING CALLS**

All call requests processed by the EMS Control Center of the Licensed Ambulance Provider shall be recorded to facilitate subsequent auditing of the Licensed Ambulance Providers actions and decisions by the Contract Administrator, and all such recordings shall be safely stored and shall not be erased for a period of six (6) months.

5) **OTHER CALL PROCESSING**

All other call requests for ambulance service, Emergency or Nonemergency, which may be received by parties other than the Operations Contractor, shall be transferred immediately to the EMS Control Center.

(L) **Response Reliability Standards:**

With respect to emergency responses, the Provider must agree as follows:

(1) To comply with a parish-wide Response Times Zone Map indicating acceptable response times for various zones throughout the parish and agree to pay such penalties or damages set forth in this ordinance and and/or stipulated in the Operations Contract for any failure to meet The response time thresholds shall be as set forth by this Ordinance or established as part of the Operations Contract.

(2) – (6) [BLANK]

(7) Throughout the term of any License issued hereunder, it will be Provider's responsibility to meet the response time thresholds established by this Ordinance or as part of the Operations Contract regardless of the number of ambulances required to meet said standards. Additionally, Provider must acknowledge that at all times it will operate its service aiming always to provide better and increased service and decreased response times. Provider must acknowledge that the above described response times are minimum standards and Provider must acknowledge that it will always strive to achieve decreased response times.

(8) With respect to nonemergency responses originating at a hospital or other healthcare facility, the provider must agree as follows: a two (2) hour response time with a 90% rate of compliance.

(9) With respect to Emergent Ambulance Calls from a Hospital the provider must agree as follows: a thirty (30) minute response time with a 90% rate of compliance.

(M) **Response Time Reports:** Response times on emergency and non-emergency responses will be calculated using Response Time as defined herein. Response Time Reports will be submitted to the Contract Administrator each calendar month by Provider. The monthly Response Time Report shall include an itemized summary of each call that identifies the jurisdiction, priority and response zone for each call. The itemized summary of each call shall include all available information regarding the call received time, enroute time, on-scene time and response time for that

call.

The monthly response time reports shall also identify all calls excluded from the response time calculation and the applicable exclusion. All information and back-up documentation supporting such exclusion must be provided to the Contract Administrator upon request. The monthly response time report must be delivered to the Contract Administrator within 10 days of the end of the month.

(N) **Provider must agree that the Advisory Board will be allowed to monitor response times.**

(O) **Excluded Responses**:

Provider will have the responsibility to document the nature of the circumstances surrounding any excluded response and the emergency and non-emergency responses affected thereby. It shall be Provider's responsibility to prove said response should be excluded in default of which it will be included.

There shall be no "Excluded Responses" with respect to Non-Emergency responses. With respect to Emergency Responses, "Excluded Responses" for purposes of response time calculation, are as follows:

1. Responses that occur during periods of abnormally severe weather for which a "warning" has been issued by the National Weather Service where such weather could reasonably be expected to substantially impair response time performance.

2. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel. This exclusion shall not apply if law enforcement or fire personnel have established a staging area at the scene. In such circumstances, Response time shall be determined upon the ambulance's arrival at the staging area.

3. Those responses presented by Provider for consideration by the Ambulance Service Advisory Board and which such authority finds that the response has merit to be deemed excluded due to extraordinary circumstances. An example of such a response would be a request for response during Provider's servicing of a mass casualty situation where the majority of the units in the Parish/City have been directed to attend to the Mass Casualty incident (ie: Mass shooting/ Active shooter at a school with multiple victims.)

Except in cases of Force Majeure, Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

(P) **Response Time Penalty**: If the Provider fails to meet the response time

thresholds set forth by this chapter or established as part of the Operations Contract on emergency or non-emergency calls during any quarter, the Provider may be assessed such penalties as set forth by this chapter or established as part of the Operations Contract.

Response time will be measured for calculation and assessment of penalties on a quarterly basis. Should Provider fail to any response time threshold, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Advisory Board to show good cause as to why said penalties should not be imposed. For good cause shown, the Board may recommend that OCOG waive and/or reduce any response time penalties otherwise due under this ordinance or the Operations Contract.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three quarters within any twelve (12) month period, that failure shall constitute grounds for the termination of the License with Provider.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in two (2) consecutive quarters or two (2) quarters in any twelve (12) month period, the Provider shall within fifteen (15) day notice of such failure provide the Ambulance Advisory Committee with Provider's written plan to achieve adherence to the applicable response time standards in the ensuing quarter. If the Provider fails to timely submit such plan, Provider shall by such failure be deemed to have authorized the Executive Director to request another Ambulance Service to provide non-emergency responses on the Providers behalf pursuant to Section 8.1(A) of this Ordinance for a period of not less than thirty (30) days or until such time as the Provider has submitted the plan called for above if Provider has not submitted that plan within said thirty (30) day period.

(Q) **Corporate Citizenship**: The Provider must agree, when available, to provide ambulance stand-by at no charge for high school and college football games within Monroe, Ouachita Parish when requested. Provider must also agree, when available, to provide such other stand-by service as is requested by a local, emergency response agency for emergency events such as haz-mat calls, structure fires, rescue calls, bomb threats, drug raids, etc. at no charge to the requesting public service agency.

(R) **Maintenance of Vehicles**: All ambulances shall at all times be adequately maintained, serviced and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Advisory Board as requested. Ambulances shall be less than 10 years old and shall have not more than 400,000 miles of total service.

(S) **Vehicle Locating System**: Each ambulance provided must be equipped with real time automatic vehicle locator (AVL) systems compatible with and able to communicate with the CAD system of the Ouachita Parish Communications District and Provider must maintain all necessary licenses, permits, etc. necessary pursuant to any State, Federal, and local laws and regulations to enable Provider to operate said system.

(T) **City of Monroe, for purposes of any License with a sole Provider for emergency medical services, will agree as follows**:

City of Monroe will instruct and inform all interested parties (such as but not limited to 911 Director, hospitals located in Ouachita Parish, etc.) that Provider will be the exclusive ambulance service

for all emergency (911 and other) and non-emergency ambulance transportation within the unincorporated areas of Ouachita Parish.

City of Monroe shall take all steps reasonable and necessary (including the filing of a criminal or the institution of a civil action) to prevent any operation of ambulance service within Monroe, Ouachita Parish, Louisiana in a manner that violates this chapter during the term of any License.

City of Monroe will enforce all laws, rules, regulations and ordinances governing unauthorized ambulance operation within its jurisdiction.

City of Monroe will acknowledge that any unauthorized operation (by other than the Sole Provider of ambulance service under License with City of Monroe) will cause financial harm to Provider such that Provider may seek any appropriate relief against such other person/entity, including injunctive relief.

(U) **Termination by City of Monroe**: Each of the following acts, omissions or occurrences shall constitute an "Event of Default" entitling the City of Monroe to terminate any such sole Provider License issued pursuant to this chapter:

Provider shall violate, in any material way, any provision of this chapter, the Operations Contract contemplated by this chapter, or of any State or Federal law or regulation governing any aspect of ambulance service;

Provider shall cease doing business as a going concern;

Provider shall attempt to transfer the License issued pursuant to the Ordinance or the Operations Contract entered into hereunder to another ambulance provider without the prior written approval of OCOG.

Provider's financial reports to the Advisory Board demonstrate financial instability or insolvency;

Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereinafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestration, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due, or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestration, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days

undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

In the event the License issued to a sole provider of Ambulance Services pursuant to this chapter is terminated due to an "event of Default" as set forth above, the City of Monroe shall have a claim against the Performance Bond (or other acceptable security) posted by the Provider for all damages suffered by the City of Monroe as a result of such Event of Default and termination, including but not limited to the costs of obtaining or providing the ambulance services to have been provided by the Provider during the term of the exclusive license.

(V) **Termination by Provider**: Provider will be entitled to terminate any License hereunder concerning the provision of ambulance services upon the occurrence of an "Event of Default" as hereinafter set forth:

Failure of the City of Monroe to have the requisite authority to enter into the License, or to enact the necessary Ordinances to authorize the License for ambulance services;

Failure by the City of Monroe, by its own fault, to observe or perform any covenant, warranty, term or provision of this chapter related to the License;

The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the incorporated area of the City of Monroe during any term of the License, provided that the Provider shall first give the City of Monroe written notice of the operation of any such additional ambulance service and the City of Monroe shall have a period of fifteen (15) working days after receipt of such notice to initiate action to enforce this chapter with respect to such additional ambulance operation(s).

(W) **Mutual Termination**: Provider and City of Monroe may mutually agree to terminate any such License without cause by either party giving the other one hundred eighty (180) days prior written notice.

(X) **Right to cure**: The failure to comply with the terms of this chapter shall render the License voidable at the discretion of the non-violating party, provided, however, that the other party is given ninety (90) days advanced notice of the intent to terminate the License and is given sixty (60) days to remedy any default.

(Y) **Indemnification**: Provider will indemnify, hold harmless and defend the City of Monroe, the Advisory Board, OCOG and their representatives, officers, agents, servants and employees, from and against any and all liability, suits, actions, legal proceedings, claims, demand, damages, costs, expenses and attorney's fees arising out of or in any way concerning or incident to any work done by Provider in the performance of ambulance service under the License or arising out of any willful or negligent act or omission of Provider, its officers, agents, servants and employees (including any such individual acting contrary to the conditions of the License).

(Z) **Agreement, Modification and Governing Law:**

1) **Governing Law**: Any License issued hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana.

2) **Partial Enforceability**: If any provision of this chapter, or the application of any provision to any entity or circumstance shall be

held invalid, the remainder of this Ordinance, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

Secs. 5-55 – 5-70. – Reserved.

ARTICLE IV. Miscellaneous Provisions.

Section 1. Repeal.

All existing provisions of the Monroe City Code of Ordinances, Chapter 5 ("Ambulances"), are hereby specifically repealed and superseded by this Ordinance/chapter.

Section 2. Validity of Licenses Under Prior Ordinance.

[BLANK]

Section 3. Applicability of Ordinance.

It is the intent of this ordinance to regulate ambulance service within Monroe, Ouachita Parish, Louisiana and to provide for a sole and exclusive private provider of ambulance service for Monroe, Ouachita Parish, Louisiana. This chapter is not intended to preclude any public safety department in Monroe, Ouachita Parish (fire, police, etc.) from operating or providing emergency ambulance services except under the exclusions set forth herein. However, this chapter shall not be interpreted to prohibit, preclude, impede or discourage the emergency medical services provided by the public safety departments within Monroe, Ouachita Parish, Louisiana.

SECTION TWO

The provisions of this Ordinance shall become effective January 1, 2019.

SECTION THREE

If any section, paragraph, sentence clause and/or phrase of this Ordinance/Chapter or the application thereof is declared unconstitutional, unenforceable or invalid by the final Judgment of any Court of competent jurisdiction such unconstitutionality, unenforceability, or invalidity shall not affect the remaining sections, paragraphs, sentences, clauses and/or phrases of this Ordinance/Chapter, since the same would have been enacted by the Monroe City Council without the incorporation into this Ordinance/Chapter of any such unconstitutional, unenforceable or invalid section, paragraph, sentence, clause or phrase. To that end, the provisions of this Ordinance/Chapter are hereby declared severable.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the ____ day of _____, 2018.

_____
CHAIRMAN

_____

CITY CLERK

_____

MAYOR'S APPROVAL

_____

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE **NO._____**

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

AN ORDINANCE ACCEPTING THE DONATION OF 108 AND 110 SOUTH 20th ST., MONROE, LA, INTO THE CITY OF MONROE BY HANNAH LUFFEY PROPERTIES, LLC, AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, HANNAH LUFFEY PROPERTIES, LLC represented herein by Kathy C. Luffey, Manager, wishes to donate properties located at 108 & 110 South 20th St. Monroe, LA to the City of Monroe, (a more detailed description of the properties is described in the attached Act of Donation); and

WHEREAS, the City of Monroe is in need of these properties to extend the boundaries of the Magnolia Cemetery.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Donation by Hannah Luffey Properties, LLC to the City of Monroe of 108 & 110 South 20th St., Monroe, LA, a copy of the Act of Donation attached hereto and made a part hereof, be and the same is hereby accepted.

BE IT FURTHER ORDAINED that James E. Mayo, Mayor, be and he is hereby duly authorized to accept this Donation on behalf of the City of Monroe.

This Ordinance was introduced on the _____ day of November, 2018.

Notice published on the _____ day of _____, 2018.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___ day of _____, 2018.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

STATE OF LOUISIANA

PARISH OF OUACHITA

ACT OF DONATION OF IMMOVABLE PROPERTY

BE IT KNOWN AND REMEMBERED that on this _____ on _____, 2018, before me, the undersigned Notary Public, and in the presence of the undersigned two witnesses personally came and appeared:

HANNAH LUFFEY PROPERTIES, LLC, TIN 72-1343695, a Louisiana Limited Liability Company whose mailing address is P. O. Box 2201, West Monroe, Louisiana, 71294, represented herein by its Manager, Kathy C. Luffey, hereinafter sometimes called "DONOR").

Donor does hereby and by these presents declare that in consideration of the mutual benefits to be derived by this donation and transfer of property, the Donor does by these presents irrevocably give, grant and donate the following described property unto:

CITY OF MONROE, LOUISIANA, a Louisiana Municipal Corp. in Ouachita Parish, Louisiana, with the permanent mailing address of Monroe Government Center, Monroe, Louisiana, represented herein by James E. Mayo, Mayor, pursuant to authorization by Ordinance _____ of the City Council adopted _____, a copy of which is annexed hereto (hereinafter sometimes called the "DONEE"),

The property described below:

Lot 7, Sq 14, Arents Resub, Lot 14 Stubbs Youngs Bayou Addn. bearing municipal address 108 South 20th St., Monroe, Louisiana - Parcel No. 51804 in the Ouachita Parish Tax Assessor's Registry

And

Lot 8, Sq 14, Arents Resub, Lots 14 & 15 Stubbs Youngs Bayou Addn., bearing municipal address 110 South 20th St., Monroe, Louisiana – Parcel 51802 in the Ouachita Parish Tax Assessor's Registry

Donee accepts said property in its present state and condition and agrees that any foundations, concrete work or other moveable property located thereon shall be removed by the Donee at its expense should it so desire to do so.

THUS DONE AND SIGNED by **HANNAH LUFFEY PROPERTIES, LLC, represented herein by Kathy C. Luffey, Manager**, before me the undersigned Notary Public

and in the presence of these undersigned two competent witnesses at my office in _____, on this _____ day of _____, 2018.

WITNESSES:

HANNAH LUFFEY PROPERTIES, LLC
DONOR

_____
Print Name:_____

By:_____
Kathy C. Luffey, Manager

_____
Print Name:_____

_____
NOTARY PUBLIC NO. _____
Print Name:_____

STATE OF LOUISIANA
PARISH OF OUACHITA

THUS DONE, SIGNED AND ACCEPTED by the the **CITY OF MONROE**, represented herein by James E. Mayo, Mayor, before me, the undersigned Notary Public and in the presence of the two witnesses at my office in Monroe, Louisiana, this ____ day of _____, 2018.

WITNESSES:

CITY OF MONROE - DONEE

_____
Print Name: _____

By:_____
James E. Mayor, Mayor

_____
Print Name:_____

_____
NOTARY PUBLIC NO._____
Print Name:_____