AGENDA
City of Monroe

LEGAL & REGULAR SESSION – SEPTEMBER 27, 2022, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MAYOR ELLIS:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF SEPTEMBER 13, 2022:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 3014 Dick Taylor Street (D4) (Owner – Arthur John & Diane P Jones)
2. 803 Reed Street (D5) (Owner – Lisa Henderson Williams, et al)
3. 705 Morris Ave (Marked as 512 S. 5th Street (D4) (Owner – Patricia Blackson Roberston)
4. 1709 South 5th Street (D4) (Owner – Robert Harris)

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to enter into a Cooperative Endeavor Agreement with the Northeast Louisiana Sickle Cell Anemia Foundation and further providing with respect thereto. (Marshall)

2. Department of Administration:

Public Comment:

(a) Consider an application by Family Dollar Stores of LA, LLC dba Family Dollar#20834, 1421 Winnsboro Rd., Monroe LA 71202 for a New 2022 Class D Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

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

4. Legal Department:

   Public Comment:
(a) Adopt a Resolution of the Monroe City Council approving Mid South Extrusion inc. for participation in the Industrial Tax Exemption Program (Project Line 11) at 2015 Jackson Street, Monroe, La 71202.

5. Mayor's Office:

   Public Comment:

(a) Adopt a Resolution authorizing an agreement with the Picard Group in association with the Monroe Chamber of Commerce for State Governmental Affairs and Lobbying Services and further providing with respect thereto.

6. Department of Public Works:
   Public Comment:
   None.

7. Department of Community Affairs:
   Public Comment:
   None.

8. Police Department:

   Public Comment:

(a) Adopt a Resolution authorizing Mayor Friday Ellis to sign and accept an agreement with the Department of Justice to accept funding in the amount of $34,000.00 for the 2021 Project Safe Neighborhood Program (PSN) and further providing with respect thereto.

(b) Adopt a Resolution authorizing the Monroe Police Department to piggyback off of the Calcasieu Parish Sheriff's Office for the purchase of Tasers and accessories by and between the City of Monroe and Axon Enterprise, Inc., and further providing with respect thereto.

(c) Adopt a Resolution authorizing the Monroe Police Department to piggyback off of the Ascension Parish Sheriff's Office for the purchase of communications equipment, parts, and service by and between the City of Monroe and Motorola Solutions, Inc., and further providing with respect thereto.

9. Fire Department:
   Public Comment:
   None.

10. Engineering Services:

   Public Comment:

(a) Adopt a Resolution authorizing an authorized city representative, to execute Change Order No. Seven (7) for the Water Treatment Plant Renovation and Expansion, between the City of Monroe and Max Foote Construction Company for an increase in the contract amount by $61,099.32 and further providing with respect thereto.

(b) Adopt a Resolution authorizing an authorized city representative, to enter into and execute a Professional Master Services Agreement with Volkert, Inc, to provide engineering and other professional services and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

None.

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance granting authority for the City of Monroe, State of Louisiana, to proceed with conduit financing through the **Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for City of Monroe Downtown Development Projects,** requesting the authority to make application to the Louisiana State Bond Commission for approval; providing for the employment of bond counsel and other professionals; and providing for other matters in connection therewith. (Admin.)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana to rezone a ±6.149-acre tract of land, from being B-3 (General Business/Commercial) District to the I-1 (Industrial Business) District, for the applicant to locate 3-strands of barbed wire across the top of a 6'foot high chain fence, for security purposes at 430 Ouachita Avenue and providing further with respect thereto - APPLICANT: Brennan Castello (P&Z)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
September 13, 2022
6:00p.m.

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

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

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

There was absent: None

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

The Invocation was led by Pastor Rachel N. Washington.

COMMUNICATIONS & SPECIAL ANNOUCEMENTS:
Mr. Harvey thanked Pastor Rachel for the Invocation and he welcomed everyone to Council Meeting.

Mrs. Ezernack said it looks like the councilmembers have a full house. She wanted to welcome everyone to the City Council meeting. She stated she is glad everyone is sharing there evening with the Council.

Ms. Woods welcomed everyone to the City Council meeting, and she said the prayers at Renwick and Hwy 165 crosswalk were held today. She said it was very humbling service and well attended. She recognized Mr. Brady Matthews for his design on the Renwick crosswalk and she noted he is a Carroll High School graduate Class of 1993. On another note, she said the District 3 Community Meeting was very informative and they had discussions about Downtown Economic Development. She noted they are gearing up for the District 3 clean up on September 24th at the Morning Side Community near Smith Street. She said they are looking for volunteers with lawnmowers, tractors, and weed eaters to come out to help. She further noted knowing the City is well stressed on being able to get out into the neighborhoods and District 3 is taking the initiative on getting lots mowed. She wanted to thank the volunteers from Chase Bank for the pickup on Elm Street with Ouachita Green and she said their efforts are greatly appreciated.

Mr. Marshall thanked everyone for coming out to the council meeting. He said it was a blessing on today to bless the Renwick bridge and he also has spent many years walking across. He said it was good to see all the kids come out to write scriptures and encouraging words on the bridge. On another note, Mr. Marshall wanted to announce on Saturday September 17, 2022, there will be a prostate cancer screening at the Monroe Civic Center begins at 9 o'clock and it is free to everyone. He said on September 18th District 4 is having a movie night at Lida-Benton Park with community resources, vendors, jumpers, and activities for the kids. He said they will be showing the DC League of Super Pets and if you are not doing anything to come out.

Mrs. Dawson wanted to echo Mr. Marshall and Ms. Woods remarks and she stated it was an awesome experience at the Renwick Street bridge. She said one of the discussions before the prayers at the bridge was about the safety of the community and one of the reasons why the amount of money was put into the bridge to beautify it. She said it has been about three inspections to make sure it was safe for people to cross, and the council is thankful to the City of Monroe, Mayor Ellis, and the Councilmen for getting the project well on its way. She noted the project is not finish and there is still work to be done but the idea of the children in the community writing prayers on the bridge was awesome. On another note, Mrs. Dawson wanted to announce Districts 3 and 4 are teaming up to clean up on Saturday October 1, 2002, 10am until 12pm. She said they will meet at the King Oaks Masonic Hall at 10am but you can arrive as early as 9:45am. She said to mark your

calendars for Boo at the Zoo on October 29, 2022, from 10am until 2pm. She further noted the OMCAP, Ouachita Multi-Purpose Community Action Program, will present a community resource fair on Friday October 7, 2022, from 9am until 1pm. She wanted to thank everyone that came out to celebrate and remember September 11th on Sunday morning. She said it was happening all over the country and we should make sure to thank our first responders and thank those who have given their lives to protect us.

Mayor Friday Ellis echoed Mrs. Dawson remarks about our first responders, and he wanted to praise the men and women of the Monroe Fire Department including Chief Terry Williams. He stated today was a good day, seeing people come out to celebrate and pray over the students at Carroll High School. He said the inspiration came from St. Jude's Dream Home, before the home is built people come in to write prayers for the family. He further stated walking amongst the students and seeing the words of encouragement they were leaving for the next generation was very inspiring. On another note, Mayor Ellis announced on September 17, 2022, from 5pm until 9pm at the Downtown River Market there will be "the Rolling on the River" there will be a lot of food trucks, music, and good times for the community. He noted the City will begin rolling out information for the phase 2 of the Downtown Master Plan and work being put into the logo for Monroe Main Street. He further noted it has been a lot of time and work put into the logo to bring in elements of all the buildings from downtown. Mayor announced a blood drive will be held on September 26,2022 in front of City Hall from 9am until 1pm in honor of Sickle Cell Awareness month.

Upon motion of Mr. Harvey, seconded by Mr. Marshall the minutes of the Legal and Regular Session of August 23, 2022, were unanimously approved. (There were no public comments.)

Mr. Tommy James, Code Enforcement Officer, wanted to thank the City Council for taking the lead in getting constituents to help clean up the neighborhoods. He stated Code Enforcement will have a Blight Bootcamp on October 24th to talk about what Code Enforcement does and the permitting process.

(Correction Blight Bootcamp Saturday September 24, 2022, at the Monroe Civic Center Convention Center.)

<u>The following condemnation were considered:</u>
1. 704 Alabama Street (D4) Owner – Anton Laverne Causey) Notice to show cause was served. Photographic evidence was presented. Upon amended motion of Mr. Marshall, seconded by Ms. Woods and unanimously approved, the building was condemned, and the property owner given 60 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. Tommy James, Code Enforcement Officer, stated this is a burned dilapidated structure, and it has been that way since 2019. They are asking that the property be condemned, and owner given 30 days

Mr. Marshall wanted to know if there has been any contact with the owner.

Mr. James stated no.

Mr. Marshall motioned to condemn the property and give the owner 30 days to bring the structure up to code.

Mr. Harvey seconded the motion to condemn the property.

Mrs. Dawson asked if anyone was present representing the property.

Mr. Anton Laverne Causey, 704 Alabama Street, said the last time he was in Environmental court he was informed it would be a 6-month process. He said he was not aware that when he came today that the property would be condemned in 30 days. He stated the money he saved to fix the property he used to relocate the mother of his children.

Mr. Marshall wanted to know if Mr. Causey planned to do construction to the property.

Mr. Causey said yes, the plan was to use the $500 to strip it down and have the inside of the structure boarded. He said mowing the yard is not a problem, but he is asking for a little more time.

Mr. Marshall wanted to know if Mr. Causey has been in contact with Mr. Tommy James.

Mr. Causey said he didn't call him, but he has his contact information.

Mr. Marshall wanted to know how much time is needed.

Mr. Causey said maybe two months.

Mr. Marshall stated he will give him 60 days, therefore, amending his motion.

Mr. Harvey withdrew his second for 30 days and Ms. Woods seconded the motion for 60 days.

Mrs. Ezernack wanted to inform Mr. Causey the 6 months doesn't affect what the Council's decision is tonight because it could be 6 months before the property is actually torn down. She informed Mr. Causey he should work with Mr. James to get it done before 6 months to take it off the condemned list. She said the most important thing is the communication with Mr. James to know where they are with the project and when they will pull the permit.

2. 406 Foster Street (D2) Owner – James W. Pollard III, Marsha A. Pollard Est.) Notice to show cause was served. There was no one present. Photographic evidence was presented. Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.) (Correction D1)

Mr. James stated this is an open dilapidated structure, and it was presented in Environmental court in June. He said he made contact with the owner and the owner stated she can't do anything with the property. They are asking that the property be condemned, and owner given 30 days.

Mr. Harvey wanted to know if anyone was present to represent the property. There was no one present.

RESOLUTIONS AND MINUTE ENTRIES:
Council:

(a) Upon motion of Mrs. Ezernack, seconded by Ms. Woods and unanimously approved a Resolution No.8353 granting an exception to the Open Container to the Twin City Art Foundation for a public reception for the Joey Slaughter Exhibition at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved a Resolution No. 8354 granting an exception to the Open Container to the Community Affairs Department for a Downtown Block Party – Rolling on the Riverfront pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved a Resolution No. 8355 authorizing a city representative to enter into a Cooperative Agreement with Christopher Davis to expand the community garden located on Sherrouse Street and further providing with respect thereto. (There were no public comments.)

Ms. Woods said District 3 has a Community Garden in the Booker T. area on Sherrouse Street and currently there are thirty 4x8 boxes that have all been adopted. She said the garden is a beautiful project and she encourages everyone who hasn't seen it to take a look. She said there is a need and demand for these kind of services in our community. She stated they will be expanding, and Mr. Belton is the project manager for the garden. She further stated Mr. Belton informed her of things he needed and the City is giving some money to help continue with this project.

Department of Administration:
(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved to consider an application by Mario Mata dba Casa Real Mexican Bistro LLC, 201 Century Village Blvd. Suite 160, Monroe LA 71203 for a New 2022 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved a Resolution No. 8356 accepting and approving the Systems Survey and Compliance Questionnaire for the City of Monroe for the fiscal year ending April 30,2022. (There were no public comments.)

Ms. Woods wanted to clarify that the $250,000.00 was the limit for the State.

Mrs. Stacey Rowell, Director of Administration, said yes, that is the State's money.

(c) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved a Resolution No. 8357 authorizing an authorized city representative, to execute Change Order No. One (1) to the Central Warehouse Limited Improvements Contract, between the City of Monroe and Grindstone Construction, LLC, for an increase in the contract amount of $19,078.00 and further providing with respect thereto. (There were no public comments.)

Mayor's Office:
(a) Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved a Resolution No. 8358 authorizing the director of administration to enter into a Cooperative Endeavor Agreement with the Miss Monroe Scholarship Pageant Organization Inc and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Ms. Woods seconded by Mr. Marshall and unanimously approved a Resolution No. 8359 authorizing the director of administration to enter into a Cooperative Endeavor Agreement with the Ouachita African American Historical Society/Northeast Louisiana Delta African American Heritage Museum and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mrs. Ezernack, seconded by Ms. Woods and unanimously approved a Resolution No. 8360 approving and authorizing an agreement between the City of Monroe, the General Claire L. Chennault Foundation, and the Southern Heritage Foundation and further providing with respect thereto.

Ms. Nell Calloway, President, thanked the City for their support last year and she said it was a fabulous air show last year. She stated the City's investment of $25,000.00 was turned into a 1.9-million-dollar economic impact to the community. She further stated they have almost 500,000 social media followers. She said thirty two percent of ticket sales were from out of state. She said there were about 5,000 people at the air show on Friday night and about 10,000 on Saturday. She said she feels it was a successful air show for the City of Monroe and it was the first air show they had in over 40 years. She noted the Red, White, and Blue Airshow is the best new event in Louisiana according to the Louisiana Life Magazine. She further noted they are extremely proud and want to have another airshow next year.

Mayor Friday Ellis asked Ms. Calloway to give a targeted date on when they are looking to bring the air show back.

Ms. Calloway said it will be May 5th ,6th, and 7th.

Department of Public Works:
(a) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved a Resolution No. 8361 authorizing the city of Monroe/Monroe Transit System Drug and Alcohol Policy and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mrs. Ezernack seconded by Mr. Harvey and unanimously approved a Resolution No. 8362 authorizing the execution of a Non-Federal Preliminary Design Reimbursable Agreement by and between the City of Monroe, Monroe Regional Airport and the Department of Transportation Federal Aviation Administration, and further providing with respect thereto. (There were no public comments.)

Department of Community Affairs:
(a) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved a Resolution No. 8363 approving and authorizing a Cooperative Endeavor Agreement between the City of Monroe and Northeast Louisiana Soccer Association ("NELSA") and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved a Resolution No. 8364 authorizing a designated city representative to sign and accept a $1,800,000 grant from the Monroe- West Monroe Convention and Visitors Bureau for Forsythe Tennis Courts expansion and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know what the City's obligation is on this item.

Mr. Kevin Crosby, Monroe-West Monroe Convention and Visitors Bureau, said the CVB is excited to team up with the City of Monroe to expand tennis courts and make tennis tournaments a reality. He said they are committed to put 1.8 million dollars towards seven additional tennis courts to make fifteen total tennis courts at Forsythe Park. He said this project will not only help the City of Monroe but will also help the parish as well as the entire region. He said the original study that the CVB performed was to see where funding should be put to bring people into our area to stay overnight was baseball, softball complex, multi propose indoor sports complex, improvement to soccer fields and tennis courts. He said they conducted an economic impact study in 2021 by Victus Advertiser and the direct impact of six new annual tournaments will bring in over 500 participants per tournament. He stated in about three years the City of Monroe will get there investment back. He further stated the CBV investment will take longer to get back because they will collect portions of the room night stays.

Ms. Woods said Mr. Crosby did really well talking about the economic impact of this project. She stated for the benefit of those listening from home she thinks we should give them an understanding on how the City is spending tax payers dollars. She stated again her question was what is the City's obligation on this project and she wanted to know where the money is coming from.

Ms. Meghan Risinger, Grant Writer, said the City's commitment is a little under 2.7 million.

Ms. Woods wanted to know where the dollars would come from.

Mrs. Rowell said it is Capital Project money set aside.

Police Department:
(a) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved a Resolution No. 8365 approving and authorizing an agreement between the City of Monroe and the Fourth Judicial District Attorney's Office for extra duty traffic enforcement and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted a better understanding on what the City is doing on this item.

Mr. Victor Zordan, Chief of Police, said this agreement is for the local area enforcement program that the District Attorney funds and pays officers overtime rate to enforce traffic laws. He said officers would sign up on their off-duty days to enforce traffic laws within the City of Monroe.

Ms. Woods wanted to know if it will be a collaboration between all the law enforcement agencies.

Mr. Zordan said the other agencies already do it, but the Monroe Police Department is trying to be a part of it now.

Ms. Wood stated this is good because the City is putting more patrol on the street than what we had normally.

Mr. Zordan noted it is specifically for traffic laws and he further noted he is constantly getting complaints about speeding.

Mrs. Ezernack wanted to know if this is an ongoing project or if the funds are limited.

Mr. Zordan said he doesn't know the answer to that, but it must be on their off days. He said he doesn't know because the District Attorney Office reimburses the City for it.

Engineering Services:
(a) Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved a Resolution No. 8366 accepting the base bid of Murphy Bros. Trucking & Construction LLC, for the Kansas Lane Drainage Project in the amount of $165.690.00 and the dbe Goal is 6.39%, and further authorizing an authorized city representative, to enter into and execute a contract for said work. (There were no public comments.)

Ms. Woods wanted to know what the City is doing with the Kansas Lane Drainage Project.

Mr. Morgan McCallister, City Engineer, said at the intersection of Kansas Lane and Construction Avenue the structure is in the upper side of the drainage system before crossing the railroad track. He said there are two drainage boxes on each side of the roadway and a cross drain underneath the roadway connecting those drains. He said the system flows back towards Millhaven and it appears something may have hit the west structure. He stated the structure is cracked from top to bottom and the section of concrete has shifted. He further stated after the inspection of the structure it is something that needs to be repaired.

Ms. Woods wanted to know if the cracked structure was the reason the road was blocked off.

Mr. McCallister said yes.

Ms. Woods said she has received a lot of calls on the road being blocked off. She noted it is good that the City has identified the problem and will be getting ready to take care of it.

(b) Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved to remove item (b) authorizing an authorized city representative, to execute Change Order No. Three (3) to modify the Texas/Standifer Lift Station to aid in bypass operations, between the City of Monroe and Dixie Overland Construction, for an increase in the contract amount by $44,900.00 and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know why item (b) was being removed.

Mr. McCallister noted the item was approved at the August 23rd Council meeting as an addon. He further noted it was an oversight on his part and should not have been added to this agenda.

(c) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved a Resolution No. 8367 authorizing the City of Monroe to advertise for bids for Phase 1 of the Louisiana Purchase Exhibit located at the Louisiana Purchase Gardens and Zoo and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know what will happen in Phase 1.

Mr. McCallister said Phase 1 encompasses an exhibit at the zoo and there are multiple alligator pools, otter pool, and other compounds as well. He said this phase and request to advertise was a set amount of little over 1.1 million to go towards this project. He said they have it broken out in a scope within the 1.1 million, however, they are adding landscaping, lighting, and an elevated feeding structure. He noted they wanted to include those alternates in the advertisement, and they didn't want to miss out in the event they can get it within the budget.

Ms. Woods wanted to know how the 1.4 million will be funded.

Ms. Risinger said there are multiple funding sources.

Mr. Harvey noted some of the funding sources are Capital Infrastructure, Monroe-West Monroe Convention and Visitors Bureau (CVB), and Ouachita Parish Police Jury.

Mayor Friday Ellis wanted to thank Michael Thompson and Lonnie Hudson for there donation to this project. He noted there are multiple funding strings paying for this project.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:
(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance granting authority for the City of Monroe, State of Louisiana , to proceed with conduit financing through the **Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for City of Monroe Downtown Development Projects**, requesting the authority to make application to the Louisiana State bond Commission for approval; providing for the employment of bond counsel and other professionals;

and providing for other matters in connection therewith. (Admin.) (There were no public comments.)

Ms. Woods said she knows the amendment has been included but for the purpose of everyone present wanted someone to come explain what the City is doing on this project.

Mr. Nnamdi Thompson, Government Consultants, noted previously the City entered into a Cooperative Endeavor with the Downtown Economic Development Board and the definitions that were written inside the Cooperative Endeavor related to the total assessed value as it was written. He further noted with the amendment it changed into a taxable assessed value and with that small change the $12,900,000 had to be taken out.

Ms. Woods wanted to know what the Downtown Economic Development District will be doing to not exceed the 12 million dollars.

Mr. Larry Bratton, Downtown Economic Development District, said the TIF has kicked in and DEDD has a nice funding source in which they can proceed. He said DEDD submitted about six to eight projects, and they will be able to reimburse the City with the Marina which enhances what goes on at the River Market. He said he thinks it's a great addition to the downtown area. He noted on Walnut Street they have a power line that serves the bridge that open for the railroad, Endom Street Bridge, and it starts at the Louisville Bridge. He further noted using Capital outlay Funds to help support funding and the Desiard Street Project.

(b) Upon motion of Mr. Harvey, seconded by Mr. Marshall and approved to Introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and authorizing the Clerk to publish notice of a Public Hearing to rezone a ±6.149-acre tract of land, from being B-3 (General Business/Commercial) District to the I-1 (Industrial Business) District, for the applicant to operate a used car dealership, at 430 Ouachita Avenue and providing further with respect thereto-APPLICANT: Brennan Castello (P&Z) (Mrs. Ezernack abstain) (There were no public comments.)

Mrs. Angie Sturdivant noted she believes the Council members have the corrected copy because there was a typo in the Ordinance. She said nothing has changed accept to add to provide for barbed wire.

Mrs. Ezernack said she sold Mr. Brennan Castello this property several months ago and they are doing a lot of improvements to the acres, therefore, she must abstain.

(c) Upon amended motion by Ms. Woods, seconded by Mr. Marshall and unanimously approved to Passover item (c) for Introduction an Ordinance declaring certain immovable property in Monroe located at 1400 and 1401 Stubbs Avenue as no longer being needed for public use and authorizing the same to be sold to Cole Sullivan pursuant to Louisiana Revised Statue 33:4712 until October 25, 2022, Council Meeting.

Mr. Danny Hunt, 1201 Stubbs Avenue, stated he occupies probably about seven to eight acres around this piece of property and looks forward to the City being a new neighbor. He noted he is aware of Statue 33:4712, but he said he sees the sell is being made to a particular individual Mr. Cole Sullivan that he doesn't know. He further noted his question is what is the intent of the property and what will it be used for because there are children, schools, and females in this area. He said he is concerned not knowing what will happen to the property being sold to an individual he doesn't know.

Mrs. Carolyn Hunt, 1201 Stubbs Avenue, said they own the church across the street from the property. She stated they are familiar with the area and all the new businesses that have come to the area. She further stated there is a school in the church, daycare down the street, banks, and other businesses in that area which is a beautiful area, and they would like to keep it that way. Mrs. Hunt wanted to know if any of the council members have an idea of what the plans are for the building.

Mr. Joe Montgomery, Legacy Recovery Service, said the Legacy Recovery Service will be a clinical manage low level intensity treatment program for individuals recovering from drug and alcohol abuse. He noted it will be a 24-hour facility and it will be managed by a medical director, clinical director, general manager, CITs, and cooks. He further noted it will create about fifteen to twenty jobs and it is monitored by the Department of Baylor Health.

Mrs. Ezernack noted she believes this facility is for individuals that come out of another treatment center, and they are coming back into the community. She echoed Mr. Montgomery statement that the facility is supervised 24/7 and someone is always on the property. She questioned if it will be set up like a clinic or hospital, if it is supervised by the Department of Health and Hospitals.

Mr. Montgomery said that is correct, and it is a level 3.1 facility, which is a low-level medical treatment facility, which is designed to catch individuals coming out of a 3.5 facility that is a higher intensity program. He said the individual will complete at least 30 days of treatment and they will come to their program for sixty to ninety days. He said they will receive five hours of counseling a week, training on social skills, and work development skills.

Mr. Marshall wanted to know if the individuals will be inside the facility one hundred percent of the time.

Mr. Montgomery said they will be in and out of the facility with set curfew. He noted the individual will have the freedom to come and go for work or school.

Mrs. Dawson wanted to know if any of the individuals are felons.

Mr. Montgomery said there could be a case where an individual has prior drug charges. He said there will be no sexual misconduct and no high-level offenders.

Mrs. Ezernack wanted to know if there are similar locations in community that are already operating this program.

Mr. Montgomery said there are two level 3.1 facilities in Monroe which are Millstone Recovery Women's facility on Hwy 165 South and the Serenity House Men's facility on Reddix Lane.

Mrs. Dawson wanted to know if the new location will be a men's facility.

Mr. Montgomery said this location would be a 48 beds men's facility.

Mrs. Ezernack wanted to know if the location has already been zoned properly for the activity in this facility.

Ms. Kenya Roberson, Executive Director for Monroe Regional Black Chamber of Commerce, noted she has the same concerns the Council Chair has regarding if the individuals are felons and where the recipient's referrals will come from.

Mr. Montgomery noted most referrals will come from treatment centers in North Louisiana and every individual will have to complete at least 30 days of treatment at a level 3.5 facility.

Ms. Marie Brown, 1002 South 5th Street, said the facility on Hwy165 is horrible and there is no control over the people living in the facility. She said they are all in the community and Reddix Lane have the same problem. She said to put another facility like this in the community the neighborhood will change and there is no control on where the people are coming from. She stated she is happy the new facility will not be on the Southside, and they are having problems with the residents in the old facilities. She further stated to put them with children, and they relapse what do people think will happen. She said the people from the facility travel in the Minnie Ruffin and Wossman School zone, and there is a problem. She said she hates she wasn't coming to the council meetings during the time the Hwy 165 facility was passed, but it is the worst thing that has happen to the community.

Mr. Montgomery stated he understands Ms. Brown's concerns which is one of the reasons they are creating the new facility and there is a huge need for a facility that is ran properly. He said it is unfortunate some of the facilities aren't ran as good as they could be. He said that will not be the case with their facility and there will not be individuals walking up and down Stubbs Ave or loitering.

Mrs. Ezernack said she knows some people have concerns because there can be confusion on this type of structured program that is 24/7 operated and managed as opposed to sober living homes

that are structured differently. She said from what she has read and researched it is more controlled but if the individuals do not conform, they are no longer part of the program.

Mr. Montgomery said that is right, it is a managed program and there are steps that must be taken to get through the program. He said there is a set schedule and training set up for the individuals, but if it is not being done, they are out of the program.

Mr. Marshall wanted to know if the individuals are screened for mental illness or is it just a process of an application.

Mr. Montgomery reiterated the individuals are referred to them from a high-level treatment facility and they will not send individuals that need a higher level of care.

Mrs. Hunt said she understands the program well because she has worked with some of them that were on Jackson Street. She said she knows the community of Stubbs and 18th Street, how they have worked diligently over the last 7 years to help build up that area. She said a lot of businesses are there and she doesn't think this type of business will fit in that area. She said she hopes the City Council will consider not voting for this because she doesn't believe it's a good idea for the area.

Mrs. Dawson wanted to know, if or when the individuals are kicked out the program where do they go.

Mr. Montgomery said there's no particular place they send the individual and they go back to where they were before the higher-level treatment program. He said whether that is home or a family member he can't answer that question.

Mr. Jimmy Gagné said around this area there are 10 treatment centers, and the individuals are getting thrown into town whether we like it or not. He said to respond to that, and he knows the location may not be ideal for everyone, but they are trying to do something that is not being done right now. He noted the individuals will be coming into the Garden District with no direction or with some extremely healthy direction. He stated he is 8 years sober today because he landed in Monroe and the recovery community showed him a different way of life. He further stated he is an example of what can happen when you fall into the right group of people and that is what they are trying to provide.

Mrs. Ezernack wanted to know if they have an estimated amount of investment that will be used for improving the property in order to reach the standards that Health and Hospitals are demanding.

Mr. Montgomery said they will be making a substantial investment assuming everything goes through, and they will be purchasing the building for $1,050,000.00 which is $50,000 over the asking price. He said they will put about two and a half million dollars into renovations for the building to get it up to code.

Mayor Ellis wanted to thank Mr. Gagné for his transparency regarding his sobriety.

Mr. Hunt said they bought the property about six years ago and when people drove down Stubbs Avenue almost every building was for sale. He said everybody has worked to maintain the church and help build up the community. He stated they want to make sure the environment stays safe and wholesome. He said a pastor is known for its nurturing, caring attitude, and commitment.

Mrs. Dawson wanted to know if they have thought about having a community discussion with the businesses to get their feedback before moving forward with the project.

Mr. Montgomery said absolutely, and they understand the community concerns with this project, and they will do the best they can to make everyone comfortable. He said they would invite any one to the facility to show them what they will be doing and answer any questions.

Ms. Woods noted she would like to make a motion because they are in her District. She said she has seen the facility and she is aware of the plans they have for it, but she knows the church as well and at this time it would be hard for her to make a decision. She further noted she would motion for the Council to Passover, and they go back to have conversations with people in the community.

Mr. Montgomery stated they would be happy to.

Mr. Marshall seconded Ms. Woods's motion to Passover until a later time.

Ms. Vee Wright, West Monroe, wanted to thank Ms. Woods for her remarks and she stated that is precisely what she was going to propose. She said there are people here trying to start a business and businesses that already exist which seems to be very logical to have the businesses to sit down together.

Mrs. Ezernack wanted to know if there is a set rule on how soon the introduction needs to come back to council for the final reading. She stated she knows it has a certain time to lay over, but could it be done beyond that time.

Mrs. Angie Sturdivant, City Attorney, said yes, they have an addendum to extend the closing date. If the City Council approves the project, they will still follow within those time periods. She said she doesn't think the City will have a problem extending that in order for them to meet with the community, come back to council, and meet the advertisement requirements.

Mrs. Ezernack wanted to know if the council would need to say they are Passing over the item, and council will wait until the community input meeting to be able to put it back on the agenda.

Mrs. Sturdivant wanted to know if council wants to give it until the October meeting.

Mr. Harvey wanted to know where they would find the community input meeting and what it will look like when it comes back to the agenda. He stated an introduction is a version of introducing it to the community. He further stated for the record as of right now he doesn't support the project. He noted he always allows things to go to introduction therefore the community can find out about it.

Mr. Marshall stated he doesn't think the pastors knew anything about the owners of the company or what they were doing. He further stated it would give the owners an opportunity to share and they're looking to invest one million plus dollars into the project.

Mr. Harvey stated something must be done before it comes back to agenda, but council hasn't defined what that something looks like. He noted an introduction to an ordinance is a public advertisement.

Mr. Marshall stated they are giving the owners an opportunity to go out and share with the community.

Mrs. Dawson wanted to know how soon it should come back for introduction.

Ms. Woods reiterated the council should Passover the item and she wanted to know if it can be passed over until the October meeting.

Mr. Marshall seconded the motion to Passover until the first council meeting in October.

Mr. Harvey said the council hasn't informed the community on what they will do or what they have discussed in this meeting.

Ms. Woods stated she thinks council should just vote yes or no.

Mrs. Ezernack and Mr. Marshall informed Mr. Harvey the owners of the company will inform the community however they see fit.

Mr. Harvey said if council is going to Passover, they should state what they want done.

Mrs. Dawson wanted to know if there will be a community meeting.

Mr. Montgomery said he can coordinate with Pastor Hunt, and they can schedule a business meeting with the community.

Mrs. Ezernack stated she will not be at the first meeting in October but would like to hear the community's response. She wanted to know could it be Passed over until the last meeting in October.

Ms. Woods amended her motion to Passover until the last meeting in October and it was seconded by Mr. Marshall.

Citizen's Participation:

(1.) Mr. Michael Castor, 1803 Booth Street, said he went to a Vista meeting on last Thursday and he lives on the Southside. He said he has family in the Booker T. area, and they came to support but were disrespected by some of the Mayor's administration. He said that's not right. He stated the Mayor had a meeting with him not long ago on how they can get things done but the Mayor's staff can't disrespect them.

(2.) Mr. James Tatum, Vice President Local #1160, said on August 30th after he was coming back from lunch to board his unit, he received a call from his wife, and she stated she slipped and fell. He stated he immediately informed his supervisor that he had an emergency. He further stated his supervisor informed him to notify the transit system general manager but at that time they had no one to relieve him. He said the supervisor told him he must take the unit out and he did, but normally in these situations they have someone come out and relieve you. He said with the state of mind he was in, worried about his wife, it could have been dangerous to the passengers and the public. He noted management doesn't have a plan for situations like this but back in the day they did. He further noted arriving back to the terminal the safety manager and supervisor were conversating, but no one came out to relieve him. He said the disrespect that was shown to him was unfair and someone should have relieved him so he could go be with his wife.

(3.) Mr. Eugene Payne, Green Street, echoed Mr. Tatum remarks regarding the Monroe Transit System management and he said he has commented on the same thing about the management company. He said they are paid a great deal of money, taxpayers' money, to do a lousy job in his opinion. He said the Monroe Transit Management should be investigated and they should be able to answer question he has had since last month's council meeting. He noted he gave his information to the administration and never was contacted. He further noted three minutes is not enough time to explain the situations going on with the Monroe Transit Management Company and in his opinion, this is the worst system in the State of Louisiana.

(4.) Mr. Christopher Orange Sr. said he is a resident in Mrs. Ezernack's District (2), but he is disappointed that no one recognized September 13th is National Bald is Beautiful Day. He stated he noticed there was a Broadband Survey and he wanted everyone to know the importance of everyone having access to broadband. He said he reached out to his representative Mrs. Ezernack via email, and she made sure she directed him to the correct people. He further stated the Governor came down and was talking about some of the money that is going to underserved communities such as Lake Providence, but Starlink has petition to stop access to broadband. He said it is very important that the community has access to resources and some things are communicated through these resources. On another note, Mr. Orange stated he may have left a bad taste in someone's mouth from the Southside Economic District, but he is behind SEDD as well.

(5.) Ms. Kenya Roberson, Executive Director of the Monroe Regional Black Chamber of Commerce, stated she started this journey almost a year ago and on October 29th the Monroe Regional Black Chamber of Commerce will be one year strong. She said they have truly made some strides in their endeavors, and she is asking the Mayor and all of the City Council members to be present to represent every district on October 29th at the Monroe Civic Center. She further stated they have a virtual seminar with Kenyatta Sparks and anyone who would like to participate is welcome, it will be September 24th. She said they will also have a nonprofit "Sip the Tea" for nonprofit organizations on Saturday October 8, 2022.

(6.) Ms. Marie Brown, 1002 South 5th Street, said she wanted the Mayor to notice the benches for the bus stops sitting in the rain, heat, and there is no sheds for the passengers. She noted she doesn't know how many members on the council talked about the water bills being high, but nothing is being done. She further noted council members spoke about it doing their campaigns and residents bills are constantly going up.

There being no further business to come before the council, the meeting was adjourned at 7:35 p.m., upon motion of Mr. Harvey and it was seconded by Mr. Marshall.

Mrs. Kema Dawson _____
Chairman

Carolus S. Riley _____
Council Clerk

Ileana Murray _____
Staff Secretary

CITY OF MONROE

LEGAL DEPARTMENT
Civil Division

Angie D. Sturdivant
City Attorney

Brandon W. Creekbaum
Assistant City Attorney

L. Casey Auttonberry
Assistant City Attorney

MEMO

DATE: September 21, 2022

TO: CAROLUS RILEY

FROM: BROWNIE BARBO

RE: CONDEMNATIONS FOR CITY COUNCIL ON SEPTEMBER 27, 2022

Please place the following condemnations on the agenda for the City Council on SEPTEMBER 27, 2022.

1. 3014 Dick Taylor Street (D4) (Owner – Arthur John & Diane P Jones)
2. 803 Reed Street (D5)(Owner – Lisa Henderson Williams, et al)
3. 705 Morris Ave (Marked as 512 S. 5th Street0 (D4) (Owner – Patricia Blackson Roberson)
4. 1709 South 5th Street (D4) (Owner – Robert Harris)

c: Ellen Hill
Stacy Newbill
Angelic Dorsey
Tommy James
Jimmie Bryant
Angie Sturdivant
Raven Spears

400 Lea Joyner Memorial Expressway, P.O. Box 123, Monroe, Louisiana 71210-0123
Tel: 318 329 2240 | Fax: 318 329 3427

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE **NO._____**

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NORTHEAST LOUISIANA SICKLE CELL ANEMIA FOUNDATION AND FURTHER PROVIDING WITH RESPECT THERETO.

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

WHEREAS, the Northeast Louisiana Sickle Cell Anemia Foundation ("Foundation") and the City desire to cooperate in the operation of the Foundation as hereinafter provided;

WHEREAS, the Foundation strives to enable individuals with sickle cell anemia to live their lives to the fullest extent possible unhampered and uncompromised by their sickle cell conditions and strives to increase the knowledge and understanding of sickle cell disease as a health problem through professional standards of administration, health care, and public education;

WHEREAS, the Foundation offers social services related to the treatment of sickle cell anemia by providing transportation to low-income families for treatment of the illness, medical services, patient navigations, education and advocacy, and data surveillance;

WHEREAS, the Foundation serves hundreds of individuals with sickle cell anemia in the Region 8 (twelve parish) area, with many of the individuals residing in the City of Monroe;

WHEREAS, the Foundation strives to serve individuals effected by sickle cell anemia through education and collaborative community partnerships, which will decrease or remove barriers that break the continuum of care and increase better access to appropriate medical services, will improve school attendance/performance, job attendance/performance, and healthy lifestyles among other benefits; and

WHEREAS, Councilman Carday Marshall desires to use $2,000.00 in funds allocated to District 4 to assist the Foundation with its ongoing efforts to help those individuals effected by sickle cell anemia.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby authorize Stacey Rowell, Director of Administration, to enter into and execute a cooperative endeavor agreement with the Northeast Louisiana Sickle Cell Anemia Foundation pursuant to the terms and conditions of the proposed cooperative agreement, a copy of which is attached hereto and made a part hereof.

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 September 2022.

_____
CHAIRMAN

_____
CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of_____, 2022 by and between NORTHEAST LOUISIANA SICKLE CELL ANEMIA FOUNDATION (hereinafter referred to as "Foundation"), a 501(c) non-profit corporation and the City of Monroe, a municipality organized and existing under the laws of the State of Louisiana, 400 Lee Joyner Memorial Expwy., Monroe, Louisiana hereinafter referred to as the "City."

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 or political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual."

WHEREAS, the Northeast Louisiana Sickle Cell Anemia Foundation ("Foundation") and the City desire to cooperate in the operation of the Foundation as hereinafter provided;

WHEREAS, the Foundation strives to enable individuals with sickle cell anemia to live their lives to the fullest extent possible unhampered and uncompromised by their sickle cell conditions and strives to increase the knowledge and understanding of sickle cell disease as a health problem through professional standards of administration, health care, and public education.

WHEREAS, the Foundation offers social services related to the treatment of sickle cell anemia by providing transportation to low-income families for treatment of the illness, medical services, patient navigations, education and advocacy, and data surveillance;

WHEREAS, the Foundation serves hundreds of individuals with sickle cell anemia in the Region 8 (twelve parish) area, with many of the individuals residing in the City of Monroe;

WHEREAS, the Foundation strives to serve individuals effected by sickle cell anemia through education and collaborative community partnerships, which will decrease or remove barriers that break the continuum of care and increase better access to appropriate medical services, will improve school attendance/performance, job attendance/performance, and healthy lifestyles among other benefits.

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

Scope of Services

The City of Monroe agrees to pay the sum of $2,000.00 to help with transportation and other needed services and programs pertaining to the treatment of sickle cell anemia.

Foundation Shall:

1. Continue to operate and offer transportation, medical treatment services, and other related services to people suffering with Sickle Cell Anemia in the city of Monroe;

2. Provide all staffing and services for the program;

3. Present a final report in writing to the City by October 1, 2023 identifying how it provided services to the community with the funds used pursuant to this agreement.

Term:

The term of this Cooperative Endeavor Agreement shall be for one year from September 28, 2022 through September 28, 2023.

In the event the Foundation shall default under any of its obligations under this agreement, the City of Monroe shall have the right to terminate the agreement and seek repayment of all funds

not accounted for in accordance herewith.

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

THUS DONE, READ AND SIGNED in the presence of the witnesses in the City of Monroe, Ouachita Parish, Sate of Louisiana, on this ____ day of _____, 2022.

WITNESSES:

_____

_____

NORTHEAST LOUISIANA SICKLE CELL ANEMIA FOUNDATION

By: _____
Donna Thaxton, Executive Director

WITNESSES:

_____

_____

THE CITY OF MONROE

By: _____
Stacey Rowell, Director of Administration

CITY OF MONROE

TAXATION & REVENUE

City of Monroe, Louisiana

MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: NEW for (September 27, 2022, Meeting)

Date: SEPTEMBER 14, 2022

NEW ALCOHOL LICENSE

CLASS – D

BUSINESS: FAMILY DOLLAR #20834
1421 WINNSBORO RD
MONROE, LA 71202

OWNER: FAMILY DOLLAR STORES OF LOUISIANA, LLC
500 VOLVO PKWY
CHESAPEAKE, VA 23320

CO-CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED

RESOLUTION

STATE OF LOUISIANA **NO. _____**
CITY OF MONROE

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

A RESOLUTION OF THE MONROE CITY COUNCIL APPROVING MID SOUTH EXTRUSION INC. FOR PARTICIPATION IN THE INDUSTRIAL TAX EXEMPTION PROGRAM (PROJECT LINE 11) AT 2015 JACKSON STREET, MONROE, LA 71202:

WHEREAS, Article VII, Section 21(F) of the Louisiana Constitution provides for the Board of Commerce and Industry ("BCI"), with the approval of the Governor, to approve contractsfor the exemption of ad valorem taxes of a new manufacturing establishment or an addition to anexisting manufacturing establishment, on such terms and conditions as the board, with the approval of the Governor, deems in the best interest of the state, and

WHEREAS, MID SOUTH EXTRUSION, INC. has applied for an Industrial Tax Exemption ("ITE") and seeks approval of the BCI and the Governor for a contract granting that exemption, and

WHEREAS, Governor Edwards, through Executive Order JBE 16-73, has set forth the conditions for his approval of ITE contracts, and affirmed that those conditions are in the best interest of the state of Louisiana, and

WHEREAS, Executive Order JBE 16-73 provides that ITE contracts should be premised upon job and payroll creation or the retention of existing jobs at new or expanded manufacturing plants or establishments, and that the percentage of exemption from ad valorem taxes, and length of the contract for such exemption, may vary depending upon the nature of the project and its economic development benefit in accordance with guidance received from the Secretary of Economic Development and concurred in by the appropriate parish or municipal governing authority, schoolboard, and sheriff, and

WHEREAS Executive Order JBE 16-73 mandates that each exemption contract approved by the Governor shall include as Exhibit "A" a Cooperative Endeavor Agreement for the ITE between the State of Louisiana, the Louisiana Department of Economic Development, and the applicant for the ITE contract, which provides for the creation or retention of jobs, or the retention of existing jobs and provides for the exercise of the option in the Louisiana Constitution for the term or percentage of the city ad valorem tax exemption granted in the contract, and provides for the reduction or loss of the exemption based upon the applicant's compliance with the contract, and

WHEREAS Executive Order JBE 16-73 further requires that this City Council together with the other required local governmental entities signify their consent to the terms of the exemption by resolution. Executive Order JBE 16-73 further provides that the resolutions of approval shall be attached as Exhibit "B" to the ITE contract between the BCI and **MID SOUTH EXTRUSION, INC.** and

WHEREAS MID SOUTH EXTRUSION, INC. and the Louisiana Department of Economic Development have advised that certain terms and conditions forming Exhibit "A" to the Industrial Tax Exemption Contract pending approval before the Louisiana Board of Commerce and Industry have been reached and have conveyed the same to this City Council, and thus this matter is now ready for a determination of approval of this City Council as required by Executive Order JBE 16-73.

THEREFORE, BE IT RESOLVED, upon consideration of the foregoing and, the public discussion held this day, that the Monroe City Council hereby approves the terms of the Industrial Tax Exemption contract based on the inclusion of the terms and conditions into Exhibit "A" (the Cooperative Endeavor Agreement between the State of Louisiana, the Louisiana Department of Economic Development, and **MID SOUTH EXTRUSION, INC.**) to the Industrial Tax Exemption contract between the Board of Commerce and Industry and **MID SOUTH EXTRUSION, INC.** with respect to its manufacturing plant located at Monroe, Louisiana.

BE IT FURTHER RESOLVED the Monroe City Council further authorizes the Louisiana Department of Economic Development, on behalf of the Board of Commerce and Industry, to include this resolution in Exhibit "B" to the Industrial Tax Exemption Contract between the Board of Commerce and Industry and **MID SOUTH EXTRUSION INC.**

BE IT FURTHER RESOLVED by the Monroe City Council that a copy of this resolution shall be forwarded to Board of Commerce and Industry and the Louisiana Department of Economic Development.

BE IT FURTHER RESOLVED if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

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

YEA:

NAY:

ABSENT:

APPROVED THIS _____ DAY OF _____, 2022.

CAROLUS S. RILEY, CITY CLERK

KEMA DAWSON, CHAIRMAN

LED | LOUISIANA ECONOMIC DEVELOPMENT

John Bel Edwards
Governor

Don Pierson
Secretary

August 24, 2022

Mayor Friday Ellis
Attn: Ms. Carolus Riley, Council Clerk
Monroe City Council
400 Lea Joyner Expressway
Monroe, LA 71201

RE: Mid South Extrusion, Inc
Board of Commerce and Industry Approval Notice ("Notice")
Tax Exemption Application #20200418-ITE - $4,500,000.00

Dear Mayor Ellis:

This Notice is being provided to you pursuant to the Rules of the Board of Commerce and Industry ("Board"), effective August 20, 2018, specifically Title 13 of the Louisiana Administrative Code, §503(H)(1) ("Rule").

Pursuant to this Rule, the Notice is hereby given that the above-referenced Tax Exemption Application for Mid South Extrusion, Inc, attached hereto along with the corresponding Exhibit A, was approved by the Board on Wednesday, August 24, 2022. Local governmental entities have thirty days from the date notice of the Board's approval is posted on LED's website to determine whether to take further action on the approval in accordance with the Rule and may provide the necessary notice to LED, timely, using the attached Notice of Action. Any local governmental entity that timely notifies LED that the above-referenced application has been placed on the agenda of a public meeting will have an additional thirty days to make a final determination in accordance with the Rule. If the local governmental entity takes no action or does not provide timely notice of action to LED within the delays provided by the Rule, then the application shall be deemed approved by that entity.

Sincerely,

Kristin Cheng

Kristin Cheng
Program Administrator
Industrial Tax Exemption Program
(225) 342-2083
ITEP@la.gov

c: Assessor, Ouachita Parish

Industrial Tax Exemption Program Application - (Post Executive Order 2018)

** Any changes made to the information provided after the initial submission of this Application, whether requested by the Company or by LED, may result in a delay in Application processing time and/or Board of Commerce & Industry consideration. **

Project ID: 20200418-ITE
Date Received: 8/18/2021

PROJECT INFORMATION

Company:	Mid South Extrusion, Inc
Project Name:	Production Line 11
Project Location:	2015 Jackson St , Monroe, LA, 71202
Parish:	Ouachita
City Limits?:	✓

COMPANY INFORMATION

Product Manufactured:	Flexible polyethylene sheeting and bags used for industrial and food packaging
Manufacturing Process/Activities:	Production line 11 is a polyethylene blown film extrusion line whereby raw materials (resin pellets) are transferred to an extruder via pumps and piping from either rail cars or silos. The resin pellets are then melted and mixed with color or other additives and blown into a bubble. The bubble rises into an enclosed tower and goes through a series of rollers both prior to and after going to a nip system to enclose and trap air in the bubble. The polyethylene bubble is then collapsed and cut for size and wound into sheeting on an automated winder. The end product is a roll of plastic sheeting which is sold to other manufacturers and primarily used for packaging materials. This production line is designed to make products suitable for the food packaging industry.

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ○ Yes ● No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

PROJECT DETAILS

NAICS:	326113
Project Type:	Addition
Project Start Date (beginning of construction and/or installation):	10/13/2020
Project End Date (ending of construction and/or installation):	9/30/2021
Anticipated date for the commencement of operations of this project:	10/1/2021

Project Description:

We added our eleventh production line adding approximately $6,000,000 in annual sales capacity. Eight direct labor jobs have been added with annual pay exceeding $30,000 for each job not including benefits. Production line 11 allows us to further penetrate the food packaging market as we recently received our food packaging certification along with an ISO certification. With the addition of this production line, we have diversified our product line therefore not being overly dependent in one particular economic sector.

Will any portion of this project become operational/usable prior to the overall project's completion (i.e. application filled in phases)? ○ Yes ● No

Calendar Years:

ESTIMATED INVESTMENTS

Building & Materials:	$0.00
Machinery & Equipment:	$4,500,000.00
Labor & Engineering:	$0.00
Estimated Total Investment Amount:	$4,500,000.00
Less: Restricted Amount:	$0
Total Estimated Investments:	$4,500,000.00

ESTIMATED JOBS

Existing Jobs at Project Site:	142
Existing Jobs Statewide:	
Will this project create new jobs?	● Yes ○ No
New Direct Jobs:	8
Contract Jobs:	0
Will new jobs be created in phases?	
Explain:	Machine operators and helpers have been added to operate the production line.
Construction Jobs:	0
Total Estimated Jobs:	150
New Jobs for this phase:	0

If no new jobs are being created with this project, will existing jobs be retained? ○ Yes ● No

If yes, provide a compelling reason(s) for retention:

ESTIMATED PAYROLL

Existing Jobs Payroll:	$9,784,000.00
Existing Jobs Statewide Payroll:	$0.00
New Direcy Jobs Payroll:	$240,000.00
Contract Jobs Payroll:	$0.00
Construction Jobs Payroll:	$0.00
Total Estimated Payroll:	$10,024,000.00
New payroll for current phase:	$0.00

PROPERTY TAX

Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. 0.1056
This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.)
Note: Proof of Millage/Location form must be completed by the parish assessor and uploaded to the attachments of this application.

Total Property Taxes paid (most recent year for this site): 202841.00

BUSINESS LEGAL STRUCTURE

Is this company an LLC? ○ Yes • No

If an LLC members or pass through entity, list below the names and the LA Dept. of Revenue tax identification number or social security number for all.

LLC Members

Legal Name

ESTIMATED BENEFIT

Investment Amount:	$4,500,000.00
x Assessment Percentage:	0.15
x Millage Rate:	0.1056
=Annual Exemption	$71,246.25
Annual Exemption * 5 years at 80%	$284,985.00
+ Annual Exemption * 5 years at 80%	$284,985.00
=Estimated Ten Year Property Tax Exemption	$569,970.00

FEE CALCULATION

Estimated Ten Year Property Tax Exemption :	$569,970.00
x Rate	0.005
= Assessed Fee ($500.00 Minimum—$15000.00 Maximum)	$2,849.85
Amount Paid:	$2,849.85
Amount Due:	$0.00

ATTACHMENTS

Document Type	Document Name	Date
Breakdown of Purchases	ITEBreakdownofPurchases (2).xlsx	8/17/2021
Baseline Calculation Worksheet	Baseline Worksheet.pdf	8/17/2021
Notarized Affidavit	Contract Affidavit.pdf	8/17/2021
ES4	ES4.pdf	8/17/2021
Proof of Millage	Proof of Millage.pdf	8/18/2021
Baseline Calculation Worksheet	Project 20200418ITE Revised Baseline Employment Worksheet.pdf	6/16/2022
ES4	ES4 SUTA 3rd & 4th Qtr 2020 Summary.pdf	6/16/2022

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	$2,849.85	8/18/2021	ODPYM5CMGP	master_credit

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: CFO

First Name: Ken

Last Name: Upshaw

Email Address: kupshaw@midsouthextrusion.com

CERTIFICATION STATEMENT

✓ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, Ken Upshaw , approve the above information.

CONTRACT FOR EXEMPTION OF AD VALOREM TAXES

(Advance Notification # 20200418)

EXHIBIT "A"

AGREEMENT

among

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

MID SOUTH EXTRUSION, INC.

EXHIBIT "A" AGREEMENT

This Agreement, as of the Effective Date, defined herein, is made among:

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT ("LED"), an agency of the State, represented herein by the Secretary of the Department ("Secretary"); and

MID SOUTH EXTRUSION, INC. ("Company"), a Louisiana corporation in good standing, and authorized to do business in the State, represented herein by the undersigned duly authorized officer.

(The above are collectively referred to as "Parties" and singularly referred to as "Party".)

WHEREAS, Article VII, Section 21 (F) of the Louisiana Constitution of 1974 provides that the Louisiana Board of Commerce and Industry ("Board"), with the approval of the Governor of the State of Louisiana ("Governor"), may enter into contracts for the exemption from ad valorem taxes of a new manufacturing establishment or an addition to an existing manufacturing establishment on such terms and conditions as the Board, with the approval of the Governor, deems is in the best interest of the State; and

WHEREAS, the Governor has provided the terms and conditions pursuant to which he will approve contracts for the Industrial Tax Exemption ("Exemption"); and the Board has promulgated Rules pursuant to which it will approve contracts, all in accordance with Article VII, Section 21(F); and

WHEREAS, Company has expanded its flexible polyethylene sheeting Manufacturing Establishment located in Ouachita Parish with the addition of an eleventh production line to allow for production of polyethylene food packaging for a diversified product line (the "Project"), and new direct jobs and payroll as hereinafter provided will result from the Company's investment in the Project; and

WHEREAS, Company has filed an Advance Notification for the Project in accordance with the Rules of the Board in order to obtain an Exemption from ad valorem taxes in Ouachita Parish; and

WHEREAS, in exchange for the Exemption, Company agrees to create or maintain such Jobs and Payroll (defined herein-below) and to the other terms and conditions of this Agreement; and

WHEREAS, in accordance with the Board Rules, this Agreement shall be Exhibit A to the Exemption Contract(s) and shall include the number of Jobs and Payroll to be created and/or retained at the Manufacturing Establishment and the term of the Exemption; and

WHEREAS, the Secretary projects that the return on investment to the State and Local Governmental Entities from the Manufacturing Establishment will exceed the benefit of the Exemption as set forth in the terms hereinafter provided, considering a multitude of factors, including but not limited to the following: Capital Expenditures, direct payroll tax revenue, indirect payroll tax revenue, and additional indirect tax revenue streams such as property tax, sales tax, other payroll tax, and other local taxes associated with Jobs supporting the Project; and

WHEREAS, this Agreement serves a public purpose and is in the public interest of the State and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions

"Advance Notification" means the notification of intent to apply for the Exemption filed in accordance with Section 503 of the Rules.

"Agreement" means this Exhibit "A" Agreement, and any amendments or modifications thereto.

"Assignment" means to transfer or assign this Agreement, transfer or assign any of a Party's rights hereunder, or delegate any of a Party's duties hereunder, and **"Assignee"** means the entity to which such transfer or Assignment is made in accordance with this Agreement.

"Basic Health Benefits Plan" means a basic health benefits plan for the individuals employed in new direct Jobs in this State which shall be determined by LED to be in compliance with federally mandated healthcare requirements or, if no federally mandated healthcare requirements exist, shall provide coverage for comprehensive healthcare coverage including basic hospital and physician care.

"Board" means the Louisiana Board of Commerce and Industry.

"Capital Expenditures" means the cost associated with a new Manufacturing Establishment or an addition to an existing Manufacturing Establishment, including purchasing or improving real property and tangible personal property, whose useful life exceeds one year and which are used in the conduct of business.

"Cessation of Operation" means failure of the Manufacturing Establishment to engage in manufacturing and provide finished product(s) into the stream of commerce, except that the Secretary shall have the discretion to determine whether and the duration for which a temporary suspension of Operation due to maintenance, equipment breakdowns, or turnarounds does not constitute a Cessation of Operation.

"Certification of Compliance" means a sworn verification of compliance with the Company Objectives under this Agreement, signed by a key employee of the Company (executive or senior level officer, project site manager, or equivalent rank).

"Company" means Mid South Extrusion, Inc., a Louisiana corporation duly authorized to do and doing business in Louisiana, and its successors and permitted assigns.

"Company Affiliate" means any business entity that controls or is controlled by the Company or by another business entity that controls the Company, including a parent or subsidiary of the Company, or another subsidiary of a parent of the Company. Control means exercising authority

over the management, business policies, and operations of the business entity.

"Company Default" is defined in Section 6.01(B).

"Company Objectives" means (1) the acquisition, expansion, construction, equipping, and Operation of the Manufacturing Establishment, (2) the making of anticipated Capital Expenditures; (3) the creation and maintaining of Required Annual Jobs and (4) the payment of Required Annual Payroll.

"Contract Monitor" is defined in Section 7.01(A).

"Default" has the meaning set forth in Article VI.

"Default Payment" means the amount of money, if any, paid by Company to the Local Governmental Entities in the event of a Default as provided in Article VI.

"Effective Date" is the date of execution of this Agreement by the Secretary.

"Exemption" means the exemption from ad valorem taxation provided for manufacturing establishments in Article VII, Section 21(F) of the Louisiana Constitution of 1974 with specific regard to the Project.

"Exemption Contract(s)" means the contract(s) entered into by the Board, the Company, and approved by the Governor memorializing the Exemption for the Project and specifying the terms thereof and to which this Agreement shall be Exhibit A to each such contract.

"Exemption Period" means the number of years of Exemption provided in accordance with the Rules and further set forth in Section 4.01(C), and shall begin January 1 or, if the Project is located in Orleans Parish, beginning on August 1, of the first Project Year after which the Project becomes Operational or completes construction. The Exemption Period for the Project shall not be longer than 10 years—no more than 5 years initially and an additional 5 years if the Exemption is renewed.

"Force Majeure" means: (1) an act of God, an act of war, strike, or a natural disaster due to earthquake, landslide, fire, flood, tornado, tropical storm, or hurricane; (2) which is beyond the reasonable control of a Party to this Agreement; and (3) prevents the Party from performing its obligations hereunder.

"Governor" means the Governor of the State of Louisiana.

"ITEP" means the Industrial Ad Valorem Tax Exemption Program administered by LED to implement the exemption from ad valorem taxation provided for in Article VII, Section 21(F) of the Louisiana Constitution of 1974.

"Jobs" means positions of employment that are:

(1) new (not previously existing in the State);
(2) permanent (without specific term);
(3) full-time (working a minimum of 30 hours or more per week);

(4) employed directly by the Company, a Company Affiliate, or a Qualified Contractor;
(5) based at the Manufacturing Establishment; and
(6) filled by a United States citizen who is domiciled in Louisiana or who becomes domiciled in Louisiana within 60 days of employment; and
(7) offering a Basic Health Care Benefits Plan.

Jobs shall not include:

(1) jobs transferred to the Manufacturing Establishment from within the State by the Company, a Company Affiliate, or a Qualified Contractor, unless back-filled to result in a net job gain within the State;
(2) jobs transferred from other Louisiana-based employment as a result of the Company, a Company Affiliate, or a Qualified Contractor acquiring a business operation or substantially all of its assets, unless back-filled to result in a net job gain within the State; or
(3) jobs performing contract services for the State of Louisiana or any of its agencies.

"LED" means Louisiana Department of Economic Development.

"Legislature" means the Legislature of the State of Louisiana.

"Local Governmental Entities" with regard to Ouachita Parish, means the parish governing authority, school board, and sheriff, as well as any municipality in which the Manufacturing Establishment is or will be located.

"Manufacturing Establishment" means the location for the Project, as described in the ITEP application for the Project, for the manufacturing of finished product(s) to be placed by Company into the stream of commerce.

"Operation" or "Operational" means the commercial utilization of the Manufacturing Establishment, if new, or of the addition, rehabilitation or restoration of the Manufacturing Establishment for which the Exemption is granted.

"Payroll" means payment by the Company, a Company Affiliate or Qualified Contractor to its employees for Jobs, exclusive of benefits and defined as wages under Louisiana Employment Security Law (La. R.S. 23:1472(20)), during a Project Year, except that with regard to Jobs employed directly by a Qualified Contractor, Payroll shall not include any fees, mark-up, profit margins or similar payments by the Company or a Company Affiliate to a Qualified Contractor.

"Project" means Company's acquisition or expansion, construction, improvement, equipping and Operation of the Manufacturing Establishment as further described in the Recitals.

"Project Year" means each twelve-month period, beginning on January 1 and ending on December 31, or, if the Project is located in Orleans Parish, beginning on August 1 and ending on July 31, of each year identified in Section 4.02(B).

"Qualified Contractor" means a business entity other than Company or Company Affiliate, acting pursuant to an agreement with the Company or Company Affiliate regarding the Project.

"Required Annual Jobs" is the number of Jobs required to be met by the Company pursuant to Section 4.02, during a Project Year.

"Required Annual Jobs and Payroll" refers, collectively, to Required Annual Jobs and Required Annual Payroll.

"Required Annual Payroll" is the amount of Payroll required to be met by the Company pursuant to Section 4.02 for Jobs.

"Rule(s)" mean the rules promulgated by the Board as Chapter 5 of Title 13 of the Louisiana Administrative Code.

"Secretary" means the Secretary of the Louisiana Department of Economic Development.

"State" means the State of Louisiana.

ARTICLE II.
AUTHORITY

Section 2.01 LED Authority

LED is granted authority under the provisions cited above to enter into agreements with public and private associations or corporations for a public purpose.

Section 2.02 Company Authority

A duly executed resolution or other evidence of the authority of the Company to enter into this Agreement and to carry out the commitments made herein, and the authority of the undersigned representative to execute this Agreement and any other documents required thereby on behalf of the Company, certified by the Secretary or other authorized representative of the Company, is attached hereto as Exhibit 1.

Section 2.03 Other Approvals

This Agreement is not effective until signed by all Parties.

ARTICLE III.
REPRESENTATIONS

The Parties have all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the persons signing this Agreement have the authority to execute this Agreement as authorized representatives, and to bind the Parties to all the terms of this Agreement.

This Agreement has been duly authorized, executed, and delivered by the Parties and upon receipt of the approvals described herein will constitute a legal, valid, and binding obligation of the Parties, enforceable in accordance with its terms.

Parties have taken or will take all necessary and proper action to authorize the execution, issuance, and delivery of this Agreement and any other documents required by this Agreement, and the

performance of its obligations under this Agreement.

The execution of this Agreement and any other documents required by this Agreement as well as the performance by the Parties of their respective obligations hereunder are within the Parties respective powers and will not violate any provisions of any law, regulation, decree, or governmental authorization applicable to them.

ARTICLE IV.
OBLIGATIONS

Section 4.01 LED Obligations

(A) LED enters into this Agreement for the purposes of providing the terms and conditions for Company's receipt of the Exemption in the manner and for the purposes provided for by the Board and the Governor.

(B) Upon execution of this Agreement, LED will recommend to the Board that the Company receive the Exemption for the Project under the terms and conditions hereinafter set forth as required by the Rules, and this Agreement shall be Exhibit A to each Exemption Contract among the Board and Company upon approval by the Governor.

(C) LED will make the following recommendation for the Exemption to the Board for the Company, subject to the Company's adherence to its objectives hereunder and in accordance with the terms and conditions of this Agreement and ITEP Rules with respect to the limitation or cancellation of an Exemption Contract in the event of the Company's non-performance of its objectives hereunder: (1) an 80% exemption from ad valorem taxes for the initial Exemption Contract of 5 years; and (2) an 80% exemption from ad valorem taxes for the renewal Exemption Contract of 5 years with the express understanding that Company's compliance with and performance of the Company's Objectives hereunder shall be a consideration as to the renewal of the Exemption.

Section 4.02 Company Objectives

(A) Commencement of Operation. The Company has expanded the Manufacturing Establishment and commenced Operation by October 1, 2021, as described in the ITEP application form filed for this Project. During the construction period, Company projects that it expended approximately $4,500,000.00 in Capital Expenditures and that the Project provided for the creation of 8 Jobs with an annual Payroll of at least $240,000.00, including 0 Jobs by a Qualified Contractor. Upon commencement of Operation and fulfillment of the foregoing representations, Company shall provide the Required Annual Jobs and Payroll as set forth in Section 4.02(B).

(B) Operation of the Manufacturing Establishment: Required Annual Jobs and Payroll. During each Project Year thereof, the Company anticipates creating and, thereafter, maintaining Required Annual Jobs and Payroll at the Manufacturing Establishment as follows:

Project Year	Required Annual Jobs	Required Annual Payroll
2022	8	$240,000.00
2023	8	$240,000.00
2024	8	$240,000.00
2025	8	$240,000.00
2026	8	$240,000.00
2027	8	$240,000.00
2028	8	$240,000.00
2029	8	$240,000.00
2030	8	$240,000.00
2031	8	$240,000.00

(C) Jobs and Payroll Creation. Any Jobs and corresponding Payroll created by Company after it files the Advance Notification for the Project shall be considered as having been created during the first Project Year.

(D) Project Year Adjustment. To the extent Company does not commence Operation on or before the anticipated date identified in Section 4.02(A), Project Years will adjust accordingly, but for no more than two years.

(E) Other State Incentives. To the extent that Company may receive any other incentives administered by LED directly for any Required Annual Jobs or Payroll, it shall have no bearing on this Agreement.

(F) Louisiana Preference. To the extent allowed by law, and insofar as is feasible and practicable, the Company agrees to use reasonable commercial efforts to give preference to Louisiana manufacturers, suppliers, vendors, contractors, and subcontractors in connection with equipping the Manufacturing Establishment and purchasing material and supplies to support Operation, provided such entities are competitive in price, quality, and delivery.

ARTICLE V.
ASSIGNMENT AND TRANSFER

Assignment or Transfer of the Manufacturing Establishment or any part of an Exemption Contract shall be governed by Section 535 of the Rules pertaining to the "Sale or Transfer of Exempted Manufacturing Establishment."

ARTICLE VI.
DEFAULT AND RENEWAL CONSIDERATION

Section 6.01 Default

(A) State Default. The failure by the Board, the Local Governmental Entities or the Governor, to approve the Exemption for the Company in the manner provided by the Rules, constitutes a Default under this Agreement. Upon the occurrence of such Default, Company is relieved of all obligations hereunder and this Agreement shall automatically terminate without any further

remedy to or obligation imposed upon Company.

(B) Company Default. The occurrence of any of the following actions during the term of an Exemption Contract shall constitute a Company Default with a corresponding remedy:

(1) Operation does not commence within a 2-year period beginning on the date identified in Section 4.02(A), in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(2) Cessation of Operation, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules;

(3) Assignment of this Agreement, or transfer of ownership of or controlling interest in the Manufacturing Establishment, the Company, or substantially all of its assets, other than as permitted under Article V, in which case the Board may terminate or otherwise modify the Exemption Contract as provided in the Rules; and

(4) Failure to satisfy 90% of either or both of the Company's Required Annual Jobs and Payroll under Section 4.02 of this Agreement upon which LED shall give notification to the Company and the Local Governmental Entities, which entities will make a recommendation to the Board on whether to terminate the Exemption Contract for the Company or otherwise alter the terms of the Exemption, including the length of the Exemption period and/or the percentage of the Exemption. The recommendation of the Local Governmental Entities shall then be submitted to the Board for consideration and/or action. This provision shall be applicable for each Project Year in which the Company fails to satisfy the requirements of this paragraph as provided herein irrespective of any prior decision of the Board to continue the Exemption Contract under the terms provided.

Alternatively, the Local Governmental Entities and the Company may forego the recommendation to the Board required by this section if the Local Governmental Entities agree that the Company shall pay and the Company actually makes a Default Payment to each of the Local Governmental Entities in an amount agreeable to both the Local Governmental Entities and the Company, in which case the terms of the Exemption Contract shall remain the same.

(C) Renewal Consideration. Upon Company's application for a renewal of the Exemption, Company's non-performance of this Agreement shall be considered by the Board in the manner provided by the Rules.

Section 6.02 Delay or Omission

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach of this Agreement by any other Party shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant, or condition herein or therein contained.

Section 6.03 Force Majeure

(A) Upon occurrence of an event of Force Majeure, the affected Party shall have the right, but not the obligation, to declare a Force Majeure period, by giving written notice of such event and declaration to the other Parties within 30 days of such occurrence. Time being of the essence, the affected Party shall make every reasonable effort to give such notice as soon as possible, but in any event notice must be given within 30 days of the occurrence.

(B) The Force Majeure period shall continue from the date of such notice until the effects of such Force Majeure are removed, remedied, repaired, or otherwise no longer prevent performance of a Party's obligations hereunder. During the Force Majeure period, the obligations of the Parties under this Agreement shall be suspended, and the relevant deadlines and time periods under this Agreement shall be extended to the extent of such suspension. In any event, no Force Majeure period arising from a single event of Force Majeure shall be deemed to exist for longer than 2 years from the date of such notice, and the aggregate Force Majeure period during the term of this Agreement shall not exceed two years.

(C) The affected Party must proceed with due diligence to effect repairs or undertake efforts to remedy or mitigate the effects of a Force Majeure event, and within 60 days of the occurrence of the event of Force Majeure shall provide the other Parties a report showing the efforts made and to be made to remedy or mitigate the effects as well as a timetable to return to full performance.

Section 6.04 No Other Damages

No party shall have the right to recovery against any other party of any damages of whatever nature, including compensatory, consequential, punitive, or otherwise, arising from or relating to any act or omission deemed to be a breach of this Agreement or fault of any party other than the remedies expressly set forth in this Article.

ARTICLE VII.
REPORTS; AUDIT

Section 7.01 Contract Monitoring

The Secretary of LED or his designee will designate, and may change from time to time, one or more persons on his staff to act as Contract Monitor for the Project, to act as LED's representative and liaison between LED and the Company, and to monitor the achievement of the Company Objectives.

Section 7.02 Annual Certification of Compliance

By the last day of the fourth month following the end of each Project Year ("Deadline"), and subject to one request by the Company for a reasonable extension of time of no more than 60 days if made, in writing, before the Deadline, the Company shall deliver to LED a Certification of Compliance with the Company Objectives under this Agreement, including specific verification of the creation and maintenance of Required Annual Jobs and Payroll. The Certificate of Compliance shall be in the general form of Exhibit 2 attached hereto and shall be accompanied by the additional materials referenced therein. All original documentation supporting the Certification

of Compliance shall be maintained by the Company as required by the Rules. Failure to timely submit the annual Certification of Compliance may result in LED reporting to the Local Governmental Entities a failure to satisfy Required Annual Jobs and Payroll per Section 6.01(B)(4).

With regard only to the first Project Year referenced in Section 4.02(B), the Company shall deliver to LED the Certification of Compliance either within the time delay referenced in the prior paragraph or 90 days following the date that LED submits the Exemption Contract to the Company for execution, whichever is later.

Section 7.03 Audit

LED shall have such rights to compel an investigation at any time during the effectiveness of this Agreement as provided in Section 531 of the Rules pertaining to inspections.

Section 7.04 Reporting Rules Applicable

Nothing provided in this Section shall relieve Company of any additional reporting requirements provided by the Rules.

ARTICLE VIII.
TERM

The Term of this agreement shall extend from the Effective Date until the end of the Exemption Period.

ARTICLE IX.
MISCELLANEOUS

Section 9.01 Non Discrimination

Company agrees to abide by the requirements of the following laws, as amended and as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and the Americans with Disabilities Act of 1990. Company agrees not to discriminate in their employment practices in Louisiana, and, to the extent required by law and Executive Order, will render services in Louisiana without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Section 9.02 Captions

The captions or headings in this Agreement are for convenience only and do not define or limit the scope or extent of this Agreement.

Section 9.03 Counterpart

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same Agreement.

Section 9.04 Choice of Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana.

Section 9.05 Jurisdiction and Venue

The 19th Judicial District Court in the Parish of East Baton Rouge, State of Louisiana, shall be deemed to be the exclusive court of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement; and the Parties hereto submit themselves to the jurisdiction of said court in the event of any legal proceedings in connection with this Agreement.

Section 9.06 Further Assurances

From time to time hereafter, the Parties shall execute and deliver such additional instruments, certificates, or documents and take all such actions as another Party may reasonably request for the purpose of fulfilling the Parties' obligations hereunder.

Section 9.07 Notices

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be delivered to the address(es) set forth below, or to such other address as may be designated by such Party in written notice to the other Party.

To LED:
Don Pierson, Secretary
Louisiana Department of Economic Development
P. O. Box 94185; Baton Rouge, LA 70804-9185 (USPS mail)
11th Floor, 617 North 3rd Street, Baton Rouge, LA 70802-5239 (Delivery)
Telephone: (225) 342-3000

To the Company:
Ken Upshaw
Mid South Extrusion, Inc.
2015 Jackson Street, Monroe, LA 71202
Telephone: (318) 322-7239

Section 9.08 Amendment

This Agreement may be amended only upon the written consent and approval of all Parties.

Section 9.09 Rules Prevail

To the extent any provision of this Agreement, after reasonable construction so as to give meaning to all provisions of this Agreement and the Rules, conflicts with the Rules promulgated by the Board, the Rules of the Board prevail.

Section 9.10 Electronic Transaction; Electronic Signatures

In accordance with LA. R.S. 9:2605B(1)&(2), the Parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any Amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act", LA. R.S. 9:2601 through 9:2621.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, this Agreement has been signed by the undersigned duly authorized representatives on the dates indicated below.

MID SOUTH EXTRUSION, INC.

By: Ken Upshaw
Ken Upshaw (Aug 18, 2022 08:56 CDT)
Signature

Ken Upshaw
Ken Upshaw (Aug 18, 2022 08:56 CDT)
Printed Name

Title: CFO

Date: 08/18/2022

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: Anne Villa
Anne Villa (Aug 19, 2022 10:15 CDT)
Anne Villa, Undersecretary

Date: 08/19/2022

LED CONTRACT MONITOR

Kristin Cheng
Kristin Cheng (Aug 18, 2022 09:21 CDT)
Signature

Kristin Cheng
Kristin Cheng (Aug 18, 2022 09:21 CDT)
Printed Name

EXHIBIT 1

(Company Authorizing Resolution)

Mid South Extrusion
2015 Jackson Street
Monroe LA
71202

Phone: (318) 322-7239
Fax: (318) 325-7524
Website: www.MSEfilms.com

RESOLUTION
OF
MID SOUTH EXTRUSION, INC.

Whereas, I the undersigned President of Mid South Extrusion, Inc.

RESOLVE that Ken Upshaw acting as Chief Financial Officer and Secretary/Treasurer of Mid South Extrusion, Inc. has the authority to sign contract number ITE-20200418 on behalf of the corporation.

Ronald Mason – President

Sworn to and subscribed before me this 11th day of August 2022.

Ken Upshaw – Secretary/Treasurer

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE PICARD GROUP IN ASSOCIATION WITH THE MONROE CHAMBER OF COMMERCE FOR STATE GOVERNMENTAL AFFAIRS AND LOBBYING SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, pursuant to the terms of the attached Agreement between the City of Monroe, The Picard Group, and the Monroe Chamber of Commerce for state governmental affairs and lobbying services, the City desires to enter into the attached Agreement.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby authorize Stacey Rowell to enter into the attached agreement between the City of Monroe, The Picard Group and the Monroe Chamber of Commerce pursuant to the terms and conditions of the proposed agreement, a copy of which is attached hereto and made a part hereof.

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 September 2022.

_____
CHAIRMAN

_____
CITY CLERK

CONTRACT FOR STATE GOVERNMENTAL AFFAIRS & LOBBYING SERVICES

This Contract for State Governmental Affairs Services (hereafter referred to as the "**Agreement**") by and between THE PICARD GROUP, L.L.C., a Louisiana limited liability company (hereafter referred to as "**THE PICARD GROUP**"), represented herein by Tyron D. Picard, its duly authorized Member, and THE CITY OF MONROE AND MONROE CHAMBER OF COMMERCE (hereafter referred to as "**CLIENT**").

1. ENGAGEMENT. In accordance with the terms of this Agreement, CLIENT hereby engages THE PICARD GROUP to serve as a state governmental affairs consultant and lobbyist for CLIENT, and THE PICARD GROUP hereby agrees to such engagement.

2. TERM. The term of this Agreement shall commence on October 1, 2022 and shall continue until September 30, 2023. This Agreement may be renewed thereafter by the mutual consent of the parties hereto. Either party to this Agreement may terminate this Agreement prior to its expiration date by providing no less than thirty (30) days written notice to the other party. In any event, CLIENT shall owe THE PICARD GROUP full payment for the monthly compensation period in which the notice of termination is provided.

3. SERVICES. THE PICARD GROUP shall provide the agreed upon scope of service to CLIENT as described in Exhibit A to this agreement and named "Scope of Work", which exhibit is incorporated fully herein by reference as an integral part of this Agreement. The services of THE PICARD GROUP hereunder shall be provided by or under the direction of Rodney Alexander.

4. COMPENSATION. As compensation for the state governmental affairs and lobbying services to be provided by THE PICARD GROUP hereunder, CLIENT shall pay THE PICARD GROUP a fee totaling $70,000 per year commencing on October 1, 2022. The CITY OF MONROE shall pay $65,000 per year, and the MONROE CHAMBER OF COMMERCE shall pay $5,000 per year. Services rendered are billed at the beginning of each monthly compensation period. Payment is due upon receipt.

5. EXPENSES. Any expenses incurred by THE PICARD GROUP for entertainment, public relations, and travel associated with providing state governmental affairs and lobbying services to CLIENT under this Agreement shall be itemized and shall be subject to the approval of CLIENT. All clerical and personnel expenses incurred by THE PICARD GROUP in providing governmental affairs and lobbying services under this Agreement shall be at the sole cost of THE PICARD GROUP.

6. DELINQUENT ACCOUNTS. THE PICARD GROUP reserves the right to charge interest at a rate not to exceed twelve (12%) percent per annum on any balance outstanding on CLIENT's account that has been on our receivable list for more than thirty (30) days. If assessed,

this amount shall be added to CLIENT's monthly billing. THE PICARD GROUP reserves the right to terminate this relationship for nonpayment of fees or expenses.

7. LIMITATIONS. CLIENT acknowledges and agrees that THE PICARD GROUP shall have no liability for actions or decisions made in good faith while providing the governmental affairs and lobbying services hereunder. Further, CLIENT acknowledges and agrees that this Agreement is **not** a contract for legal services and any advice and services rendered by THE PICARD GROUP pursuant to this Agreement shall not constitute legal advice or legal services and shall not subject THE PICARD GROUP to professional liability for the rendering of legal services.

8. INDEPENDENT CONTRACTOR. The relationship of each party hereto shall be that of an independent contractor and nothing in this Agreement shall be construed as creating the relationship of employer and employee between a party and officers, employees, or agents of any other party or the relationship of a partnership or joint venture between or among the parties. No party to this Agreement shall have the right or the power to bind or obligate the other party to, or third-party beneficiary of, this Agreement.

9. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior discussions and agreements, written or oral, with respect thereto.

10. AMENDMENT. This agreement may only be amended with the mutual consent of THE PICARD GROUP and CLIENT expressed in writing.

11. DISPUTE RESOLUTION. The parties hereto agree that the following alternative dispute resolution procedure shall be followed with respect to any dispute arising between the parties which in any manner arises out of or relates to the subject matter of this or the conduct of the parties in the performance of this Agreement.

(a) **Mediation**. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by and through non-binding mediation. Any party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice the party receiving the notice shall submit to the other a written response. The notice and the response shall include a statement of each party's position regarding the matter in dispute and a summary of arguments in support thereof. Within thirty (30) days after delivery of the notice, the designated parties shall meet at a mutually acceptable time and place using a mutually acceptable mediator to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion. If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if

the parties fail to meet within thirty (30) days, either party may initiate legal proceedings as contemplated herein.

12. TERMINATION. This Agreement may be terminated under any or all of the following conditions:

A. Either party to this Agreement may terminate this Agreement prior to its expiration date by providing no less than thirty (30) days written notice to the other party;

B. If the CLIENT does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, the CLIENT may unilaterally terminate this Agreement. The CLIENT will make every effort to give THE PICARD GROUP thirty (30) days written notice prior to termination. In the event of termination due to a lack of appropriations, CLIENT will pay for the services provided by THE PICARD GROUP prior to the effective date of termination.

13. GOVERNING LAW. This Agreement will be governed by the laws of the State of Louisiana. The exclusive venue and jurisdiction for any action brought with respect hereto, will be in the state courts of the State of Louisiana and Parish of Ouachita.

CITY OF MONROE

By:_____ DATE: _____

Name: Stacey Rowell

Title: Director of Administration
Duly Authorized

MONROE CHAMBER OF COMMERCE

By:_____ DATE: _____

Name: _____

Title: _____
Duly Authorized

THE PICARD GROUP, LLC

By:_____ DATE: _____
Tyron D. Picard
Duly Authorized

Exhibit A

SCOPE OF WORK

The Picard Group (TPG) will provide state governmental affairs and lobbying services for CLIENT through the following:

State Government Affairs:

- Regular legislative efforts
- Monitor and track all identified and relevant legislation through the legislative process and regularly report to CLIENT
- Monitor and advise on state capital outlay projects
- Educate legislators, in particular the House and Senate committees of jurisdiction, in individual and group meetings on any policy issues or proposed state legislation with potential impact to CLIENT
- Assist with coordinating Ouachita Parish/Monroe Day at the Capitol
- Assist with high-priority projects at the legislative and executive levels for CLIENT
- Elevate CLIENT profile at the state level to build and strengthen CLIENT priorities

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 AUTHORIZING MAYOR FRIDAY ELLIS TO SIGN AND ACCEPT AN AGREEMENT WITH THE DEPARTMENT OF JUSTICE TO ACCEPT FUNDING IN THE AMOUNT OF $34,000.00 FOR THE 2021 PROJECT SAFE NEIGHBORHOOD PROGRAM (PSN) AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS the United States Department of Justice provides funding through the Project Safe Neighborhood Program (PSN) to assist law enforcement agencies. The funding will be utilized as described in the attached itemized budget.

NOW, THEREFORE, Friday Ellis, Mayor is hereby authorized to sign and accept a grant in the amount of $34,000.00 from the Department of Justice (2021 PSN).

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2022.

_____
CHAIRMAN

_____
CITY CLERK

2021 PSN

Itemized Budget

*Subscription renewals

A. Partial renewal subscription for Shotspotter $34,000.00

Total requested is $34,000.00

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE MONROE POLICE DEPARTMENT TO PIGGYBACK OFF OF THE CALCASIEU PARISH SHERIFF'S OFFICE FOR THE PURCHASE OF TASERS AND ACCESSORIES BY AND BETWEEN THE CITY OF MONROE AND AXON ENTERPRISE, INC., AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the purchase of tasers and accessories between the City of Monroe and Axon Enterprise, Inc.

BE IT FURTHER RESOLVED that the Monroe Police Department, be and is hereby authorized to piggyback off the Calcasieu Parish Sheriff's Office for the purchase of tasers and accessories.

BE IT FURTHER RESOLVED that the City of Monroe shall make the designations in accordance with state law for sales tax-exempt purchases on this project.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2022.

_____
CHAIRMAN

_____
CITY CLERK

Calcasieu Parish Sheriff's Office

TONY MANCUSO, SHERIFF AND EX-OFFICIO TAX COLLECTOR

Parish of Calcasieu • 5400 E. Broad Street • Lake Charles, LA 70615
Phone (337) 491-3700 • Fax (337) 494-4522

September 21, 2022

Curt Kelly
Director of Purchasing
City of Monroe

RE: #2023-8 Taser & Accessory Bid

Dear Curt Kelly,

Please consider this letter the Official Notice for Calcasieu Parish Sheriff's Office to allow the City of Monroe to "piggyback" the bid awarded to Axon Enterprise, Inc at 17800 N 85th Street, Scottsdale, AZ 85255. This bid is #2023-8 is for tasers and accessories. This agreement is allowed by LSA-R.S. 38:321.1 and 33:1321-1337, and expanded upon by Louisiana Attorney General Opinion 17-0152

If you have any questions or need additional information concerning the above, please contact me at (337) 602-6856.

Sincerely,

Richard "Rusty" Broussard

Captain, Finance Division

Calcasieu Parish Sheriff's Office

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 MONROE POLICE DEPARTMENT TO PIGGYBACK OFF OF THE ASCENSION PARISH SHERIFF'S OFFICE FOR THE PURCHASE OF COMMUNICATIONS EQUIPMENT, PARTS, AND SERVICE BY AND BETWEEN THE CITY OF MONROE AND MOTOROLA SOLUTIONS, INC., AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the purchase of communications equipment, parts, and service (body cameras) between the City of Monroe and Motorola Solutions, Inc.

BE IT FURTHER RESOLVED that the Monroe Police Department, be and is hereby authorized to piggyback off the Ascension Parish Sheriff's Office for the purchase of tasers and accessories.

BE IT FURTHER RESOLVED that the City of Monroe shall make the designations in accordance with state law for sales tax-exempt purchases on this project.

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

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2022.

_____
CHAIRMAN

_____
CITY CLERK

Parish Seat
Courthouse
300 Houmas St. Suite E
P.O. Box 268
Donaldsonville, La. 70346-0268
Bus. Office: 225-473-8671
Fax: 225-621-8182
Dispatch: 225-473-8673
Jail: 225-473-8674

Gonzales Office
828 S. Irma Blvd., Suite 101
P. O. Box 118
Gonzales, La. 70707
Bus. Office: 225-621-8340
Civil: 225-621-8341
Dispatch: 225-621-8300
Warrants: 225-621-8308
Fax: 226-647-8156

BOBBY WEBRE
SHERIFF AND EX-OFFICIO TAX COLLECTOR

September 12, 2022

Curt Kelly
City of Monroe
400 Lea Joyner Memorial Expy
Monroe, LA 71201

Dear Curt Kelly:

This letter will serve as confirmation of our agreement to the City of Monroe to participate in a cooperative purchasing agreement by allowing those entities to "piggyback" our current Motorola catalog contract. This allows the purchase of Motorola products and services under that contract.

If you have any questions, please contact Kathleen LoCicero at 225-264-6767.

Sincerely,

Kathleen LoCicero

Deputy Kathleen LoCicero
Chief Financial Officer

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 AN AUTHORIZED CITY REPRESENTATIVE, TO EXECUTE CHANGE ORDER NO. SEVEN (7) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION, BETWEEN THE CITY OF MONROE AND MAX FOOTE CONSTRUCTION COMPANY FOR AN INCREASE IN THE CONTRACT AMOUNT BY $61,099.32 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 an authorized City representative, be and is hereby authorized to execute Change Order No. Seven (7) between the City of Monroe and Max Foote Construction Company, for an increase in the contract amount by $61,099.32.

BE IT FURTHER RESOLVED that said Change Order No. Seven (7) 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 _____2022.

_____
CHAIRMAN

_____
CITY CLERK

BURNS McDONNELL.

September 20, 2022

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

Re: Monroe WTP Renovation and Expansion Change Order Recommendation
Change Order 7
City PN 18WTR038, BMcD PN 110690

Dear Mr. McCallister:

Max Foote Construction Company submitted the two following change requests.

- CCTV services for the existing RAW Water Line through Entergy's property to assess its condition for future use.
- Rerouting the 6" Potable Water Line out of conflict with the RAW Water Line through Park Avenue.

These changes are the result of field coordination and discussions with the City and Contractor, and all are needed to move forward with construction of the Monroe WTP.

Burns & McDonnell has reviewed the change requests and confirmed they are in line with contract requirements. All requested revisions have been made by Max Foote Construction Company.

Burns & McDonnell believes the changes to be appropriate and recommends City approval.

If you or your staff should have any questions, please feel free to contact me at (816) 743-4776 or at rldrain@burnsmcd.com.

Sincerely,

Rachel Drain

Rachel Drain, PE
Project Manager

JNW/JNW

Attachments – Change Order 7, Change Requests

9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsmcd.com

cc: Kevin Crosby, Lazenby Consultants on behalf of City of Monroe
Daren Johnson, City of Monroe
Sean Benton, City of Monroe
Arthur Holland, City of Monroe
Marvin Roberts, Burns & McDonnell
Jenny Warren, Burns & McDonnell

9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsmcd.com

BURNS McDONNELL

01/01/2015 Form CO-2

CHANGE ORDER 7
For Contract between Owner and Contractor

Project Name: Monroe WTP Renovation and Expansion BMcD Project No. 110690

Owner: City of Monroe Client Project No. 18WTR038

Contractor: Max Foote Construction Company, LLC Contract No. _____

The below noted modification(s) to subject Contract are directed by Owner and accepted by Contractor (any applicable attachments are specifically identified):

1. CCTV services for the existing RAW Water Line through Entergy's property – Addition of $23,574.00 and 0 days.
2. Rerouting the 6" Potable Water Line out of conflict with the RAW Water Line through Park Avenue – Addition of $37,525.32 and 0 days.

Attachments: Change Request Documentation

As a result of the modification(s) described above:

The revised **Contract Price** is:

Original Contract Price		$ 46,640,000.00
Total net amount of all previous Change Orders	(+ or -).	$ 791,314.09
Total net amount of all previous variable quantity adjustments	(+ or -).	$ 0
Total net amount of this Change Order	(+ or -).	$ 61,099.32
Current Contract Price, including this Change Order		$ 47,492,413.41

The revised **Contract Time** is:

	Substantial Completion	Ready for Final Payment
Original Completion Date(s)	8/1/23 and 1/29/24	3/15/24
Total net time adjustment* of all previous Change Orders(+ or -)	0	0
Total net time adjustment* of this Change Order (+ or -)	0	0
Current Completion Date(s), including this Change Order	8/1/23 and 1/29/24	3/15/24

* Time adjustment is specified in: ☐ Working Days ☒ Calendar Days ☐ Other _____

The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work resulting therefrom.

BURNS McDONNELL

01/01/2015 Form CO-2

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

OWNER	CONTRACTOR
_____	Max Foote Construction Co., LLC
By _____	By Steven Hinton
Date _____	Date 9/20/2022

The conditions of the Change Order are noted for compliance and payment.

BURNS & McDONNELL

By Rachel Drain Date 9/20/2022

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 AN AUTHORIZED CITY REPRESENTATIVE, TO EXECUTE CHANGE ORDER NO. SEVEN (7) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION, BETWEEN THE CITY OF MONROE AND MAX FOOTE CONSTRUCTION COMPANY FOR AN INCREASE IN THE CONTRACT AMOUNT BY $61,099.32 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 an authorized City representative, be and is hereby authorized to execute Change Order No. Seven (7) between the City of Monroe and Max Foote Construction Company, for an increase in the contract amount by $61,099.32.

BE IT FURTHER RESOLVED that said Change Order No. Seven (7) 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 _____2022.

_____
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 AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE A PROFESSIONAL MASTER SERVICES AGREEMENT WITH VOLKERT, INC, TO PROVIDE ENGINEERING AND OTHER PROFESSIONAL SERVICES 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 an authorized City Representative, be and is hereby authorized to enter into a professional master services agreement with Volkert, Inc, to perform engineering and other professional services.

BE IT FURTHER RESOLVED that said agreement 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 _____, 2022.

_____
CHAIRMAN

_____
CITY CLERK

CONTRACT FOR ENGINEERING SERVICES

MASTER ENGINEERING SERVICES AGREEMENT
CITY OF MONROE
MONROE, LOUISIANA

THIS CONTRACT, entered into this date by and between the CITY OF MONROE, OUACHITA PARISH, LOUISIANA, hereinafter referred to as the "OWNER".

and

VOLKERT, INC., with Monroe offices located at 114 Venable Lane, Monroe, LA 71203, (hereinafter referred to as the "ENGINEER").

WHEREAS, the OWNER has need for engineering, surveying and related professional services, from time to time, beyond that available from in house staff; and

WHEREAS, the OWNER desires to obtain professional engineering and/or surveying services for providing administration, engineering, design, planning, geotechnical, environmental, construction superintendence, construction testing, full-time construction inspection, and other related professional services and

WHEREAS, the ENGINEER is agreeable to furnishing such engineering or other related professional services on an "as needed" basis.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1
EMPLOYMENT OF ENGINEER ON A NON-EXCLUSIVE BASIS

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional services as requested by OWNER. These requests can be written or oral.

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional services or to arrange specialty sub consultants to perform said services as shall be requested by OWNER. It is the intent of this Contract for ENGINEER to provide professional personnel, and professional services to OWNER as specifically requested by OWNER to supplement OWNER's professional staff.

ENGINEER shall only provide services in response to specific requests by OWNER and in accordance with the attached rate schedule or pre-approved rates, or lump sum fees, if the rate schedule does not cover the services to be provided; or if the OWNER determines that it is in its best interest to request a lump sum fee.

ARTICLE 2
PERIOD OF SERVICE

This Master Engineering Services Agreement shall be effective upon execution by the OWNER and the ENGINEER, and shall remain in full force and effect for five (5) years after the execution date hereof.

ARTICLE 3
INSURANCE

The ENGINEER shall procure and maintain insurance, in accordance with the City of Monroe Insurance Requirements for Architects, Engineers, and Other Consultants, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

ARTICLE 4
RECORDS AND ACCESS TO RECORDS

The ENGINEER and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Agreement in accordance with 48 CFR 31 of the Federal Acquisition Regulation and shall make such material available at its respective offices at all reasonable times during the Agreement period. The ENGINEER shall retain such records for a minimum of three (3) years from the date of release of all retainage under this Agreement, for inspection, audit examinations, excerpts and transcriptions by the OWNER and copies thereof shall be furnished if requested.

ARTICLE 5
TERMINATION OR SUSPENSION

The terms of this Agreement shall be binding upon the parties hereto until all payments required to be made to the ENGINEER have been made. This Agreement may be terminated under any or all of the following conditions:

A) By mutual agreement and consent of the parties hereto.

B) By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.

C) By either party upon failure of the other party to fulfill its obligation as set forth in this Agreement.

D) By satisfactory completion of all services and obligations described herein.

E) By the OWNER by giving thirty (30) day's notice to the ENGINEER in writing and paying fees due for completed work.

Upon termination, the ENGINEER shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

ARTICLE 6
COMPENSATION

OWNER shall compensate the ENGINEER for services satisfactorily rendered on the basis of an amount equal to the cumulative hours charged to the project by each class of personnel times the applicable hourly invoicing rate, as provided in the Attached Contractor Schedule of charges, plus all Other Direct Expenses as notated in the Attached Contractor Schedule of Charges.

Invoicing rates provided constitute full and complete compensation for ENGINEER's services, including direct labor costs, indirect labor costs, overhead, and profit. Invoicing rates do not include ENGINEER's subconsultant costs. (See Attached Contractor Schedule of Charges).

ENGINEER shall submit documentation for each task on a monthly basis clearly showing which personnel worked on that task, their payroll rate, documentation of annual LaDOTD overhead rate, leading to monthly charges for that task.

Or, in the alternate, if deemed in the best interest of the OWNER, it may request a written quote from ENGINEER for any task and that quote will become a lump sum fee or, it may require a written estimate which will become a budget that the ENGINEER shall not exceed without written approval of OWNER.

Upon receipt and approval of each invoice the OWNER shall pay the amount shown to be due and payable within thirty (30) days.

THUS DONE, AGREED, ENTERED INTO AND SIGNED in the presence of witnesses, whose names are prescribed opposite each respective signature, on and as of this _____ day of _____, 2022.

OWNER:

CITY OF MONROE, LOUISIANA

ATTEST:

_____

_____
City of Monroe, Representative

_____

ENGINEER:

VOLKERT, INC.

ATTEST:

_____

_____
Janet L. Evans, P.E.,
Vice President

_____

ATTACHMENT 1 – CONTRACTOR SCHEDULE OF CHARGES

POSITION	BILLING RATE W/O DIRECTS
Principal	$204
Supervisor	$168
Project Manager	$152
Engineer	$130
Engineering Intern	$90
CADD Technician	$107
Construction Inspector	$80
Construction Inspector – Certified	$90
Registered Land Surveyor	$150
1-Man GPS Party	$100
2-Man Survey Crew	$125
3-Man Survey Crew	$160
Clerical	$55

Mileage shall be billed at $ 0.62/per mile (or current rate) based on Google map or odometer readings. This shall apply to vehicles and all-terrain vehicles.

Other Direct Expenses shall be passed through with no markup.

The following ordinance (the "**Ordinance**"), having been previously introduced on _____, 2022 and a public hearing having been held thereon on _____, 2022 was offered for adoption by _____ and seconded by_____:

ORDINANCE NO. _____of 2022

AN ORDINANCE GRANTING AUTHORITY FOR THE CITY OF MONROE, STATE OF LOUISIANA, TO PROCEED WITH CONDUIT FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") FOR CITY OF MONROE DOWNTOWN DEVELOPMENT PROJECTS, REQUESTING THE AUTHORITY TO MAKE APPLICATION TO THE LOUISIANA STATE BOND COMMISSION FOR APPROVAL; PROVIDING FOR THE EMPLOYMENT OF BOND COUNSEL AND OTHER PROFESSIONALS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Louisiana Local Government Environmental Facilities and Community Development Authority (the "**Authority**"), is a political subdivision of the State of Louisiana (the "**State**") established for public purposes pursuant to Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended (La. R.S. 33:4548.1 through 4548.16) (the "**LCDA Act**"); and

WHEREAS, the LCDA Act and other constitutional and statutory authority empower the Authority to issued bonds on behalf of its member political subdivisions to provide funds for and to fulfill and achieve its authorized public functions or corporate purposes as set forth in the LCDA Act; and

WHEREAS, the City Council, acting as the governing authority (the "**Governing Authority**") of the City of Monroe, State of Louisiana (the "**City**"), desires that, on the City's behalf, the Authority issue not to exceed Twelve Million Dollars ($12,000,000) Revenue Bonds (City of Monroe Downtown Development Projects), in one or more series (the "**Bonds**"), to assist the City in: (i) financing the costs of construction, additions, acquisitions, repairs, expansions and development of economic development projects in the "downtown" area of the City, including a public marina facility on the Ouachita River, public infrastructure, utility and street improvements, related sidewalks, lighting and beautification, and further including design and improvements for Phase 3 Downtown Strategic Plan projects; (ii) funding a debt service fund, if necessary; and (iii) paying the costs of issuance of the Bonds, including the costs of purchasing a bond insurance policy, if necessary (collectively, the "**Project**"); and

WHEREAS, the Bonds will be special and limited revenue obligations of the Authority secured by and payable from a pledge and assignment of the Lawfully Available Funds (as defined herein); and

WHEREAS, The City and the Downtown Economic Development District of the City of Monroe (the "**District**") have entered in that certain First Amended and Restated Cooperative Endeavor Agreement effective as of January 1, 2021 (the "**CEA**") pursuant to which the City has agreed to share Tax Increments (as defined in the CEA) with the District for purposes of Economic Development Projects identified in the CEA (including the Projects described in this Ordinance), and the City and the District desire to amend the CEA to permit the District to assist the City in the payment of debt service on its obligations under the Loan Agreement (as defined herein) through deductions in amounts currently paid to the District under the CEA, and to correct certain calculations in the CEA relative to property tax increments therein.

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the City that:

SECTION 1. Preliminary Approval. The City hereby requests the Authority to authorize and issue the Bonds in the aggregate amount of not to exceed Twelve Million Dollars ($12,000,000), in the manner authorized and provided by the LCDA Act, and other constitutional and statutory authority supplemental thereto.

The proceeds of the Bonds will be loaned by the Authority to the City pursuant to a Loan Agreement (the "**Loan Agreement**") to be entered into by and between the Authority and the City.

SECTION 2. Purpose. The proceeds of the Bonds will be loaned by the Authority to the City pursuant to a Loan Agreement for the purpose of the Project.

SECTION 3. Issuance Parameters. The structure, terms, and conditions of the issuance by the Authority of the Bonds shall be determined pursuant to a "Bond Resolution" adopted by the Authority, provided, however, that the par amount of the Bonds shall not exceed Twelve Million Dollars ($12,000,000), the maturity of the Bonds shall mature not later than twenty years from their date of issance and shall bear interest at a rate or rates not exceeding six per centum (6%) per annum.

SECTION 4. Security. The Bonds shall be secured pursuant to the terms of a: (i) a loan agreement by and between the Authority and the City (the "**Loan Agreement**"), (ii) a trust indenture by and between the Authority and the trustee now therein (the "**Trust Indenture**") providing for the pledge and dedication of revenues from the following sources to the extent eligible for purposes of the Project: (i) ad valorem taxes currently being levied and collected by the City (the "**Eligible Property Taxes**"), (ii) sales and use taxes currently being levied by the City (the "**Eligible City Sales Taxes**"), (iii) any other lawfully available funds to be designated and pledged pursuant to the Loan Agreement, subject to the terms of particular obligations issued or to be issued (to the extent pledged or budgeted to pay debt service on such

other obligations) or by operation of law, and provided further that neither the full faith and credit of the City is pledged and there is no obligation to levy or increase taxes or other sources of revenue above any legal limits applicable to the City from (collectively, the "**Lawfully Available Funds**").

SECTION 5. Amendments to Cooperative Endeavor Agreement. To assist the City in financing its obligations under the Loan Agreement, the City is authorized to enter into a supplement and/or amendment the CEA to provide for the following: (i) amendments necessary to provide for a deduction in the amounts of Tax Increments (as defined in the CEA) that would otherwise be paid to the District by the City under the CEA up to the amount of debt service owed by the City under the Loan Agreement; and (ii) amendments to the definition of "Property Tax Base Assessment" in the CEA to correct an error made in such definition when carrying over language from the original version of the CEA, by replacing the base amount of District Net Property Tax Revenues (as defined in the CEA) from $12,900,000 to zero "0"; provided that the Tax Increments will not be pledged for purposes of the obligations of the City under the Loan Agreement or the Bonds.

SECTION 6. Bond Counsel. It is recognized, found and determined that a real necessity exists for employment of bond counsel in connection with issuance of the Bonds and accordingly, Boles Shafto, LLC, is hereby employed as bond counsel to the Authority ("**Bond Counsel**") to do and perform comprehensive, legal and coordinate professional work with respect to issuance and sale of the Bonds. Bond Counsel shall (i) prepare and submit to the Authority for adoption all proceedings incidental to authorization, issuance, sale and delivery of the Bonds; (ii) counsel and advise the Authority with respect to issuance and sale of the Bonds; and (iii) furnish its opinion covering legality of issuance thereof. The fee of Bond Counsel, for services rendered in that capacity in connection with the issuance of the Bonds, is hereby fixed at a sum not exceeding the maximum fee allowed by the Attorney General's fee schedule for comprehensive, legal and coordinate professional work in the issuance of revenue bonds, based on the amount of the Bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fee to be contingent upon the issuance, sale and delivery of the Bonds. Pursuant to instructions from the Authority, and if deemed necessary, said Bond Counsel shall also assist in the preparation of a preliminary and final official statement containing detailed comprehensive financial and statistical data required with respect to the sale of the Bonds and the costs of the preparation and printing of such official statement shall be paid from the proceeds of the issue for which it has been prepared.

SECTION 7. Appointment of Municipal Advisor. It is hereby recognized, found and determined that a real necessity exists for the employment of a municipal advisor in connection with the issuance of the Bonds. The firm of Government Consultants, Inc. is hereby appointed as municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Bonds. Any compensation to the Municipal Advisor is to be paid from the proceeds of the Bonds and is contingent upon issuance, sale and delivery of the Bonds; and all costs incurred by the Municipal

Advisor in conjunction with the issuance, sale and delivery of the Bonds must be reasonable and approved by the City.

SECTION 8. Underwriter / Placement Agent. It is found and determined that a necessity exists for the employment of underwriters in connection with the issuance of the Bonds. Crews & Associates, Inc., Little Rock, Arkansas is hereby appointed underwriters or placement agent, (the "**Underwriter**") provided that any compensation to the Underwriter is to be paid from the proceeds of the Bonds and is contingent upon issuance, sale and delivery of the Bonds; and all costs incurred by the Underwriters in conjunction with the issuance, sale and delivery of the Bonds must be reasonable and approved by the City.

SECTION 9. Authorization. The Mayor, Chairman of the Council, Clerk and/or any such other officials ("**Authorized Representative**") of the City, either individually and/or collectively are hereby authorized to do all things necessary, on the advice of Bond Counsel, to effectuate and implement this Ordinance, including executing the supplement and/or amendments to the CEA in accordance with Section 5 hereof.

SECTION 10. Other Professionals. Should it be necessary to engage other professionals, Authorized Representative shall be entitled to engage such professionals provided the contracts employing such professionals shall be promptly submitted to this Governing Authority for approval.

SECTION 11. Bond Purchase Agreement / Term Sheet. An Authorized Representative of the City is authorized to execute and deliver to the Underwriter, or such other purchaser of the Bonds as the case may be, a bond purchase agreement, terms sheet, or such other document evidencing the intent to purchase the Bonds as the case may be, if deemed necessary upon advice of Bond Counsel.

SECTION 12. Professionals to Proceed. This Governing Authority hereby authorizes and directs that the Authority, Bond Counsel, the Municipal Advisor, and any other professionals employed pursuant to this Ordinance, to proceed with obtaining all approvals necessary to accomplish the financing of the Project, and Bond Counsel is further authorized and directed to prepare necessary documents appertaining thereto and to present said documents for further action by the Authority and the City in connection with the issuance of the Bonds, and loan of the proceeds thereof to the City for the purposes of financing the Project.

SECTION 13. State Bond Commission Application. Bond Counsel is hereby directed to forward a certified copy of this Ordinance to the State Bond Commission, along with a letter requesting prompt approval of this application.

SECTION 14. State Bond Commission Swap Policy. By virtue of applicant/issuer's application for, acceptance and utilization of the benefits of the Louisiana State Bond

Commission's approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

SECTION 15. Declaration of Official Intent. Prior to the delivery of the Bonds, the City anticipates that it may pay a portion of the costs of the Project from Lawfully Available Funds subsequent to the date which is sixty (60) days prior to the date hereof. Upon the issuance of the Bonds, the City reasonably expects to reimburse any such expenditures of other available funds from a portion of the proceeds of the Bonds. Any such allocation of proceeds of the Bonds for reimbursement will be with respect to capital expenditures (as defined in Reg. 1.150-1(b)) and will be made upon the delivery of the Bonds and not later than eight (18) months year after the later of (i) the date such expenditure was paid or (ii) the date on which the Project was placed in service (but in no event no more than three (3) years after the date of the original expenditure of such monies). This Section is intended to be a declaration of official intent within the meaning of Reg. 1.150-2.

SECTION 16. Electronic Signatures. This Governing Authority consents and agrees to the execution of documents by electronic signature in accordance with the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, et. seq.), and electronically executed documents are deemed binding and legal on all parties to the extent allowed by the provisions of that act.

SECTION 17. Effective Date. This Ordinance shall become effective immediately upon adoption hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

The final adoption of the foregoing Ordinance having been duly moved and seconded, the roll was called and the following vote was taken and recorded:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

There being a favorable vote on the Ordinance of at least a majority of the authorized members of the Governing Authority, the Ordinance was declared adopted on this, the ____ day of _____, 2022.

Carolus S. Riley, Clerk	**Kema Dawson, Chairman**

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned Clerk of the Governing Authority of the Issuer, do hereby certify that the foregoing pages constitute a true and correct copy of:

AN ORDINANCE GRANTING AUTHORITY FOR THE CITY OF MONROE, STATE OF LOUISIANA, TO PROCEED WITH CONDUIT FINANCING THROUGH THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") FOR CITY OF MONROE DOWNTOWN DEVELOPMENT PROJECTS, REQUESTING THE AUTHORITY TO MAKE APPLICATION TO THE LOUISIANA STATE BOND COMMISSION FOR APPROVAL; PROVIDING FOR THE EMPLOYMENT OF BOND COUNSEL AND OTHER PROFESSIONALS; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature on this, the ___ day of _____, 2022.

_____

Carolus S. Riley, Clerk

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

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

An amendment to the Zoning Map to rezone a ±6.149-acre tract of land, from being B-3 (General Business/Commercial) District to the I-1 (Industrial Business) District, for the applicant to locate 3-strands of barbed wire across the top of a 6' foot high chain fence, for security purposes, at 430 Ouachita Avenue.

430 Ouachita Avenue, Monroe, LA 71201

A **4.38-acre tract** of land located in Layton's 2nd Addition or Railroad Addition, beginning 75 ft southwest of southwest corner of 12 & 75 feet northeast of northeast corner Block 20 northeast 300.67 feet, southeast 45.2 feet, southeast 279 feet to an iron pin that is 25 feet at the west point of beginning, south along curve 617.89 feet, northwest 674.9 feet to the beginning.

500 Ouachita Avenue, Monroe, LA 71201

A **1.769-acre tract** of land located in Layton's 2nd Addition from iron pin being south 43 degrees east 75 feet, from the southwest corner of Block 12 and north 46 degrees east 75 feet from the northeast corner of Houston, Central Arkansas & Northern Railroad Company property, Conveyance Book 29-376, formerly the Missouri Pacific Railroad Company; north 46 degrees 545.96 feet to an iron rod located 25 feet from the c/l of main line track of the Union Pacific Railroad Company, southwardly along the arc of curve 25 feet west from the c/l of main line tract of the Union Pacific Railroad Company 113.91 feet, said curve with a radius of 5,754.65 feet, chord bearing south 12 degrees west 113.89 feet, to an intersection with a 6' foot chain link fence crossing said offset line from the centerline of the main line track of the Union Pacific Railroad Company south 79 degrees east 1.83 feet, south 10 degrees 23 west 129.57 feet, to the fence corner that northwest, south 11 degrees west 148.41feet, to a point that is 25 feet west from Union Pacific Railroad main line track, southwardly along arc of said curve being 25 feet westerly from the centerline of said main line track of the Union Pacific Railroad Company 75.33 feet, said curve being 1 degree curve with a radius of 5,754.65 feet, chord bearing south 8 degrees west 75.33 feet, to a point from which 3/4" iron pipe bears north 79 degrees north 79 west 1.22 feet, said point being the northeast property corner of the Coor's of Northeast Louisiana, Inc.; North 79 degrees west along common northerly property line of the said Coor's Property, a distance of 280.14 feet, north 43 degrees west 45.33 feet to the beginning K/A Union Pacific Railroad Company – improvement on Choice Brands improvement located on ID #63612 R#55183

APPLICANT: Brennan Castello (MA 108-22)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-0-1 majority vote. The applicant wishes to operate a roofing supply company. The B-3 (General Business/Commercial) District is not the appropriate zoning district for the applicant to locate 3-strands of barbed wire across the top of a 6' foot high chain fence, for security purposes.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to rezone the ±6.149-acres described to I-1 (Industrial Business) District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 13th day of June 2022.

NOTICE PUBLISHED on the _____ day of _____2022.

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 _____, 2022.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE | PLANNING & URBAN DEVELOPMENT

Memorandum

Date: *9/7/2022*
To: *Ellen Hill, PUD Director*
From: *Alyeasha C. Adams, Sr. Planner*
Subject: *City Council Agenda*

Please introduce the following item(s) for consideration by the Monroe City Council for the September 13, 2022, meeting.

Map Amendment

An ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana
– **MA 108-22- Brennan Castello (PUD/P&Z Div.)**

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

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 29, 2022 City Hall Monroe, Louisiana

RE: MA 108-22 **APPLICANT: Brennan Castello**

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Jamin Hall

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request to rezone a 6.149-acre tract of land from being in the B-3 (General Business/Commercial) District to the I-1 (Industrial Business) District. This property is located at 430 Ouachita Avenue. The commission recommends this application be approved.

The vote by the Monroe Planning Commission was 4-0-1 for approval.

City of Monroe
Planning Commission

Case No.:	MA 106-22
Name of Applicant:	**ABC Supply/Castello Brennan**
Address of Property:	430 Ouachita Avenue
Size of Property:	±6.149-acre tract of land
Present Zoning:	B-3 (General Business/Commercial) District
Proposed Zoning:	I-1 (Industrial Business Park) District
Council District:	4

REQUEST:	This is a request to rezone a ±6.149-acre tract of land that, presently located in B-3 (General Business/Commercial) District to the I-1 (Industrial Business Park) District, to allow the applicant to place 3-strands of barbed wire across the top of a fence for security purposes, to accompany a new roofing supply company.
PRESENT ZONING:	B-3 (General Business/Commercial) District
PRESENT USE:	Warehouse building
MOST NEARLY BOUNDED BY (STREETS):	North of Texas Avenue, south of Ouachita Avenue, east of North 3rd Street and west of the Union Pacific Railroad.
SURROUNDING LAND USES:	The surrounding land use consists of commercial businesses and vacant land in all other directions.
ADVERSE INFLUENCES:	Increase in heavy duty tractor trailer traffic
POSITIVE INFLUENCES:	Increase in property tax base, business, and employment opportunities.
COMPREHENSIVE PLAN:	The area is designated Urban Mixed Use. This area will accommodate residential uses and commercial uses and would include residential densities at 20 units per acre.

**COMMENTS/
RECOMMENDATIONS:**

The applicant is requesting the property be rezoned to the I-1(Industrial Business Park) District. The applicant's plan is to use the existing structures as a roofing supply company. However, due to the type of material being stored, for security purposes the applicant would like to add 3-strands of barbed wire to the top of a 6' foot high chain link fence. The site in question is adequate to properly store, display, and provide adequate employee and customer parking as required by the Comprehensive Zoning Ordinance. The present zoning of B-3 (General Business/Commercial) District does not allow strands of barbed wired to be attached to fences.

OPTIONS:

Approve the applicant's request to rezone a ±6.149-acre tract of land to I-1 (Industrial Business Park) District.

Deny the applicant's request to rezone a ±6.149-acre tract of land to I-1 (Industrial Business Park) 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.

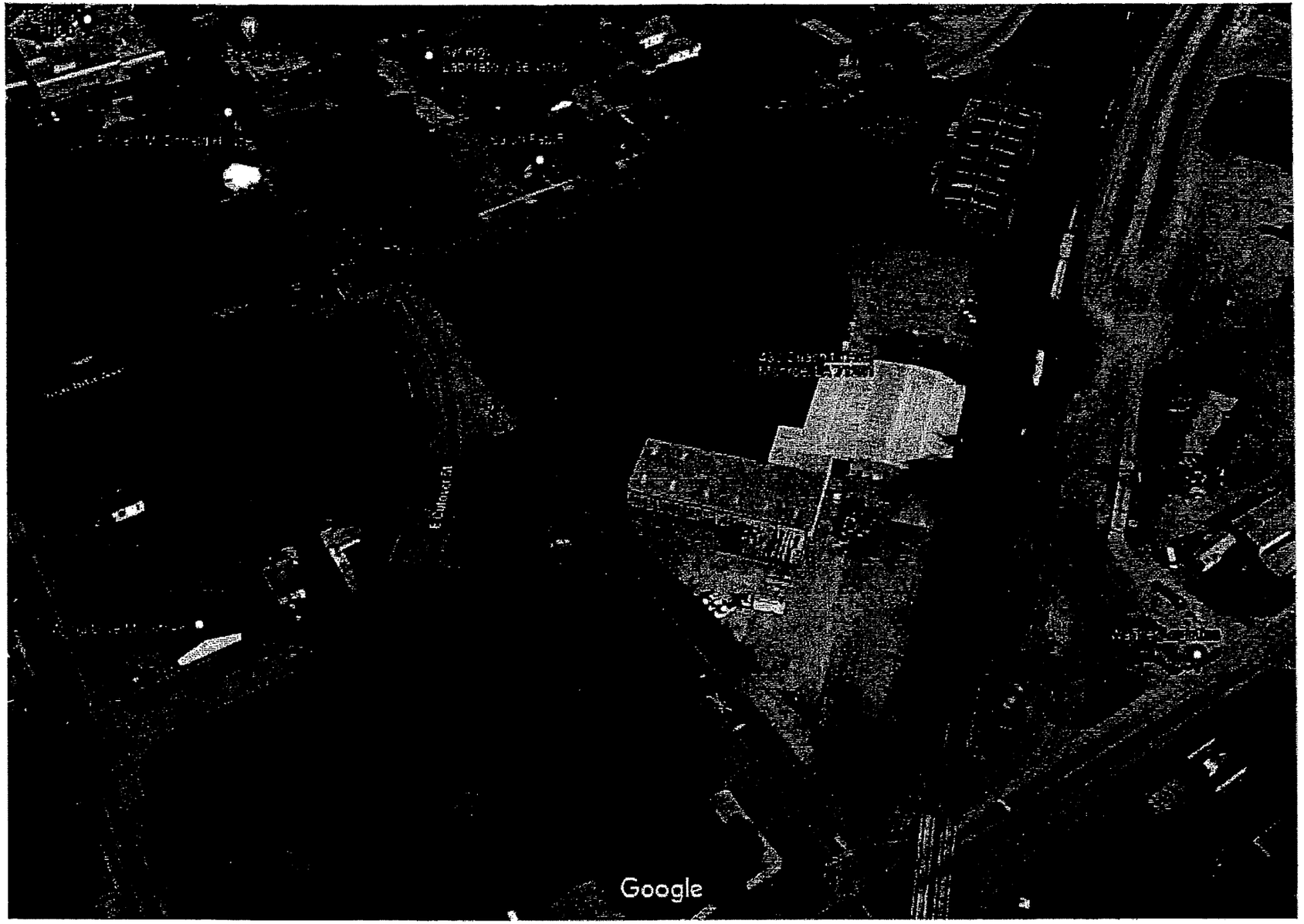
c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.

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.



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