AGENDA
City of Monroe

LEGAL & REGULAR SESSION – OCTOBER 26, 2021, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MRS. EZERNACK:

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 OCTOBER 12, 2021:
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
Public Comment:
NONE.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
Public Comment:
None.

2. Department of Administration:
Public Comment:
None.

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

4. Legal Department:
Public Comment:
None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution confirming the appointment of Tyrone Goodin to the Southside Economic Development District Board of Commissioners and further providing with respect thereto.

(b) Adopt a Resolution authorizing a city representative to enter into and execute a Cooperative Endeavor Agreement between the City of Monroe and Northeast Louisiana Arts Council and further providing with respect thereto.

(c) Adopt a Resolution authorizing a city representative to enter into a Professional Services Contract with Manning, APC for a Feasibility Study and Development Guidelines related to Downtown Monroe and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

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

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution authorizing the temporary closure of Forsythe Boat Ramp and adjacent area to vehicle traffic from November 1st through November 5th, 2021 and further providing with respect thereto.

(b) Adopt a Resolution authorizing a city representative to enter into a Cooperative Endeavor Agreement with the Arts With Passion Production Company, Inc and further providing with respect thereto.

8. Police Department:
Public Comment:
None.

9. Fire Department:
Public Comment:
None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution accepting as substantially complete work done by and between the City of Monroe and Amethyst Construction, Inc., for the Forsythe Boat Ramp Parking Lot Improvements Project, and further providing with respect thereto.

(b) Adopt a Resolution authorizing an authorized city representative, to enter into and execute an agreement with Volkert, Inc., to provide Professional Engineering Services for the State Project No. H.007289 Kansas Lane Extension Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

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

(b) Introduce an Ordinance approving a Collective Bargaining Agreement by and between the City of Monroe and the International Union of Police Associations, Local No. 81, AFL-CIO and further

providing with respect thereto. (Police Dept.)

(c) Introduce an Ordinance authorizing the City of Monroe to acquire a certain parcel of real property from Bricks & Timbers, LLC, situated in Ouachita Parish with a municipal address of 205, 209, 215 & 305 Walnut Street, Monroe, La, and further providing with respect thereto. (Admin.)

(d) Introduce an Ordinance authorizing the City of Monroe to acquire a certain parcel of real property from Laty McPhee, LLC, situated in Ouachita Parish with a municipal address of (no situs) North Grand Street, Monroe, La, and further providing with respect thereto. (Admin.)

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 extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant – I-20 Corridor Properties & North American Land Dev. (P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally Adopt an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of a Public Hearing to rezone a ±54-acretract of land presently located in Ouachita Parish from OS, Open Space to B-3 (General Business/Commercial) District to develop a wide variety of commercial and service activities, restaurants and hotel development – Applicant – I-20 Corridor Properties & North American land Dev. (P&Z)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally Adopt an Ordinance amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service. (P&Z)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

Monroe City Council Legal and Regular Session
October 12, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, October 12, 2021, at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Carday Marshall, Sr., Chairman, called the meeting to order.

The roll call was done by Ms. Carolus Riley, Council Clerk.

Council members present for roll call: Mrs. Gretchen Ezernack, Mr. Douglas Harvey, Ms. Juanita Woods, Mr. Carday Marshall, Sr., Mrs. Kema Dawson

Council member (s) absent: None.

Chairman Marshall declared a quorum.

The Invocation was done by Mr. Terry Williams, MFD Chief, and the Pledge of Allegiance by Councilman Harvey.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey thanked everyone for attending and Chief Williams for the prayer; He offered well wishes both to Ms. Golden and Mr. Janway on their retirement.

2. Mrs. Ezernack welcomed everyone to the meeting; she thanked the Mayor, the Department heads, and residents for being in attendance at her District 2 Community Town Hall meeting. The meeting was great, and a lot of information was shared; the constituents in attendance asked questions and made comments of concern relating to the City.

3. Ms. Woods welcomed everyone to the meeting; she commented regarding the celebration of Carroll High School's homecoming and thanked Public Works for their assistance of putting out the containers; she also thanked Ms. Gospel for her assistance. She thanked Carroll High School's staff, alumni, and students for their work during the homecoming festivities. Ms. Woods thanked Choosing Independence on their groundbreaking in District 4. She thanked Ms. Golden for her assistance and wished her well in her retirement. Ms. Woods announced a redistricting road trip event would be held at ULM on October 20, 5:30pm-8:30pm at the terrace and asked that concerned citizens would consider attending. Councilwoman Woods announced that she will hold an "Evening with Juanita" on Monday, October 18, 2021, at the Powell Street Recreation Center to listen to concerns of constituents and on how to work together; there will be door prizes and refreshments will be served. She addressed the concerns of allegations of a threat on her life and have only heard about it, no one called her; she commented the man that the allegations are against, is a fine young man and is highly admired by her and hoped that it would all stop.

4. Mrs. Dawson thanked those for attending and for listening online. She thanked all volunteers for coming out on Saturday and cleaning up in the areas of Hwy 165 and Ticheli Road; volunteers included Ouachita Green, City of Monroe, Kevo Meredith with Two Dudes Brew and Cue, Richwood Mayor Gerald Brown, Entergy volunteers, the use of equipment from the city, JP Rental, R2 Rentals, Holyfield, State Representative Michael Echols, Keep Ouachita Beautiful, Keep La. Beautiful, Ouachita Business Alliance and, Stephens Media Group. There will be Boo at the Zoo on October 30, 2021, from 10am-2pm, with trick or treat, animal and budgie exhibits and there is money being raised for a new sloth purchase and exhibit; donations can also be made to the Zoological Society online.

5. Mayor Ellis thanked those for attending and also those that were watching on social media. He presented the community survey graphic QR scanner code on the media screen and asked that citizens would scan the survey, as the survey would be placed at different locations throughout the city; the purpose is to answer questions concerning things they would like to see downtown including festivals, businesses, activities, and this would form the basis for the businesses that the city is trying to attract. He thanked Public Works and Community Affairs for their assistance on the arrival of Governor John Edwards to the city. There was a One on One with Governor Edwards and was able to share ongoing projects and future projects; ULM celebrated Dr. Berry's investiture and ULM's 90th Birthday; the Mayor spoke about the United Way's and ULM's partnership in

giving scholarships to students for the reading of books. His staff visited Ruston with an interest in student housing developments. He also attended, along with some of his Executive Staff, the International Economic Development Conference in Nashville Tennessee. The Dale Carnegie Leadership Training was implemented with Division and Department heads, and this will be a budgeted line item; he has tasked them with helping him form the new Vision and Mission statement for the City of Monroe. Mayor Ellis thanked Mrs. Ezernack for hosting her District 2 community meeting. Mayor Ellis delivered a keynote address to VCOM college in their white coat ceremony with 160 students being coated as first year students; he thanked them for their assistance during hurricane Ida. He thanked the citizens for the opportunity to serve.

Councilwoman Dawson announced the grand opening for the Wendy's on 165 south is scheduled for next Monday at 10am.

Council Chairman Marshall commented that the festivities during Carroll High School's homecoming were great; he thanked Carroll Principal, Dr. Davis, and staff for the weeklong celebration. There will be a Monroe City Academy League football game on Saturday, a family event. He thanked Mr. Tyree Hollins and Tre Hunter for the awesome job they are doing with the league and asked citizens to support them. He commented that Choosing Independence had their groundbreaking ceremony on Monday, and there will be 44 homes built in District 4, it is the first phase, and they will be doing additional things throughout Monroe; he thanked Chris Richards, David Wooley, Brian Hancock and KD for their work in the community as it related to affordable home ownership; Land 3 also helped with the project and Monroe City administrator Mrs. Ellen Hill has worked with them on this process.

Upon a motion of Mrs. Dawson and a second by Mrs. Ezernack, the minutes of the Legal and Regular session of September 28, 2021, were approved, Voting YES: Woods, Dawson, Ezernack, Marshall; ABSTAINED: Harvey. (There were no public comments).

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS: Public Comment: NONE.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to accept the bid of Smith Machine Works for a one (1) year contract for #1 Secondary Clarifier Ref# 2022-00000012 as recommended by the Director of Administration for meeting the specifications of this bid and lowest bidder. The funds will be derived from the WPCC Repair and Maintenance Account and billed to the Departments accordingly. The Tax & Revenue Division has confirmed that this bidder is Tax Compliant. (There were no public comments).

RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment:

(a) Upon a motion by Mrs. Dawson, second by Ms. Woods and unanimously approved to Adopt Resolution No. 8089, confirming the appointment of Sam L. Moore, III to the Southside Economic Development District Board of Commissioners and further providing with respect thereto. (Marshall) (There were no public comments).

Comments: Mrs. Dawson asked if the previous appointee's resignation letter been accepted and if it was on record as being accepted; Mr. Marshall said yes. Mr. Marshall thanked Mr. Moore for his service and volunteering for the appointment.

ADD-ON: (b) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to add to the agenda to adopt a Resolution granting an exception to the Open Container Ordinance to the City of Monroe for a Downtown ULM Homecoming Pep Rally with a variety of events pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments)

Upon a motion by Mrs. Dawson, second by Ms. Woods to adopt Resolution No. 8090, granting an exception to the Open Container Ordinance to the City of Monroe for a Downtown ULM Homecoming Pep Rally with a variety of events pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments)

Department of Administration: Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to consider an Application by North 18th Venture, LLC dba Breaktime 73, 1501 N. 18th Street, Monroe, LA 71201 for a New 2021 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

Comments: Mr. Harvey inquired about the address of the new permit license; Mrs. Sturdivant commented that it appeared to be a change in ownership.

(b) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to consider an application by Stewart LLC dba Papi Loco, 523 DeSiard St., Monroe, LA 71201 for a New 2021 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

Department of Planning & Urban Development:

Public Comment:

(a) Upon a motion by Ms. Woods, second by Mr. Harvey and unanimously approved to adopt Resolution No. 8091, reappointing Ernest Muhammad to the Planning Commission of the City of Monroe, and further providing with respect thereto. (There were no public comments)

(b) Upon a motion by Ms. Woods, second by Mr. Harvey; Voting YES: Harvey, Ezernack, Woods, Marshall; Voting to ABSTAIN: Dawson; approved to adopt Resolution No. 8092, reappointing Valeria Rowley to the Board of Adjustments of the City of Monroe, and further providing with respect thereto. (There were no public comments).

Legal Department: Public Comment: None.

Mayor's Office: Public Comment: None.

Department of Public Works:

Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to consider request from the WPCC Division of the Public Works Department for authorization from the City Council to advertise for an RFP for the repair of Influent Pump #2 at the Water Pollution Control Center. Funds for these repairs will come from Repairs and Maintenance Account, which has a balance of $802,372.00. (There were no public comments).

Department of Community Affairs:

Public Comment:

(a) a) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution No. 8093, authorizing the purchase of three (3) Kubota M7060HDC 4WD Tractor/Air Front Loaders and one (1) Kubota KX03-4R3A Mini Excavator with 12", 18" 24" Buckets, Hydraulic Thumb, Angle Blade, Cab Air, Backup Alarm QA Coupler, for the department of Community Affairs/Parks and Beautification off State Contract and further providing with respect thereto. (There were no public comments).

Comments: Mr. Ray Wright, Monroe City Parks Director explained the agenda item and the purchase of the equipment for Community Affairs that is replacing old equipment; money is being spent on keeping the old equipment running, and the purchase of new equipment will create a better cycle time.

Monroe City Council Legal and Regular Session
October 12, 2021
6:00 p.m.
City Council Chambers-City Hall
MINUTES

Police Department:

Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Ms. Woods and unanimously approved to Adopt Resolution No. 8094, authorizing Mayor Friday Ellis to sign and accept an Agreement with the Department of Justice to accept funding in the amount of $55,577.00 for the Project Safe Neighborhood Program (PSN) and further providing with respect thereto.

(b) Upon a motion by Mrs. Dawson, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 8095, authorizing a designated city representative to sign amendment one of the Shotspotter, Inc. Flex Services Agreement and further providing with respect thereto. (There were no public comments).

Comments: Ms. Woods asked if there was data on how the shot spotter was working; Chief Zordan explained it was working well and the brass they pick up on the street is being put through a system to trace the specifics of the weapon and helps to track the weapon; there have been up to 50-60 percent increase in productivity when it comes to shots fired, calls and being able to find evidence. Officers respond when the shot spotter notifies them of gunshots fired and don't have to wait for them being reported by citizens. Mayor Ellis commented that the statistics show that the shots fired go unreported and what will be seen on the crime reports is a spike of the number of reported discharged firearms and because every single one within shots fired gets reported, rather than someone saying they heard gunshots. Chairman Marshall asked if there was going to be an expansion over what is being done now; Chief Zordan said that he would love to have the entire city.

Fire Department: Public Comment: None.

Engineering Services:

Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to remove from the agenda to Adopt a Resolution authorizing an authorized city representative, to execute Closeout Change Order No. Four (4) to the Water Distribution System Improvements Contract, between the City of Monroe and Jabar Corporation, for an increase in the contract amount of _____ and further providing with respect thereto. (There were no public comments).

(b) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to remove from the agenda to Adopt a Resolution authorizing an authorized city representative, to enter into and execute an agreement with Volkert, Inc., to provide Professional Engineering Services for the State Project No. H.007289 Kansas Lane Extension Project and further providing with respect thereto. (There were no public comments).

BREAK IF NEEDED: NONE.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to Introduce an Ordinance extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant – I-20 Corridor Properties & North American Land Dev. (P&Z) (There were no public comments).

(b) Upon a motion by Mrs. Dawson, second by Mr. Harvey and unanimously approved to Introduce an Ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of a Public Hearing to rezone a ±54-acre tract of land presently located in Ouachita Parish from OS, Open Space to B-3 (General Business/Commercial) District to develop a wide variety of commercial and service activities, restaurants and hotel development – Applicant – I-20 Corridor Properties & North American land Dev. (P&Z) (There were no public comments).

(c) Upon a motion by Mr. Harvey, second by Mrs. Dawson and unanimously approved to Introduce an Ordinance amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service. (P&Z) (There were no public comments).

Comments: Mrs. Hill explained that the text was being amended to clarify the table addition.

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

ADD-ON: (1) Upon a motion by Mrs. Ezernack, second by Mrs. Dawson and unanimously approved to add to the agenda to adopt an Emergency Ordinance declaring the repair of the main gravity trunk line at the Water Pollution Control Center (WPCC) an emergency and necessitating immediate repair and further providing with respect thereto. (There were no public comments).

Upon a motion by Ms. Woods, second by Mrs. Dawson and unanimously approved to finally adopt Emergency Ordinance No. 12,082, declaring the repair of the main gravity trunk line at the Water Pollution Control Center (WPCC) an emergency and necessitating immediate repair and further providing with respect thereto. (There were no public comments).

CITIZENS PARTICIPATION: NONE

There being no further business to come before the Council, the meeting was adjourned at 6:40 p.m., upon a motion of Mr. Harvey and seconded by Mrs. Dawson. (There were no public comments)

Mr. Carday Marshall, Sr.
Council Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

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

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 CONFIRMING THE APPOINTMENT OF TYRONE GOODIN TO THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT BOARD OF COMMISSIONERS AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Southside Economic Development District is governed by a Board of Commissioners, and under La. R. S. 33:2740.51, one (1) member of the Board of Commissioners is appointed by the Mayor; and

WHEREAS, the Mayor desires to appoint Tyrone Goodin as his appointee on the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA IN LEGAL SESSION CONVENED:

That Tyrone Goodin's appointment as a member of the Southside Economic Development District Board of Commissioners by Mayor Friday Ellis is hereby confirmed.

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 October 2021.

_____
CHAIRMAN

_____
CITY CLERK

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 A CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND NORTHEAST LOUISIANA ARTS COUNCIL AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe has appropriated funds in the 2021/2022 budget for the Northeast Louisiana Arts Council for purposes more fully stated in the attached Cooperative Endeavor Agreement.

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

That Stacey Rowell, Director of Administration, is hereby authorized to enter into and sign the attached Cooperative Endeavor Agreement between the Northeast Louisiana Arts Council and the City of Monroe as per the attached agreement.

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

AYES:

NAYS:

ABSENT:

This Resolution was declared **ADOPTED** on the _____ day of October 2021.

_____
CHAIRMAN

_____
CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

THIS COOPERATIVE ENDEAVOR, made and entered into this _____ day of _____, 2021 by and between NORTHEAST LOUISIANA ARTS COUNCIL, INC., hereinafter referred to as "Arts Council" and the City of Monroe, a municipality organized and existing under the laws of the State of Louisiana, 400 Lea Joyner Memorial Expressway, 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 ... may engage in cooperative endeavors with each other ...; "and

WHEREAS, Arts Council and the City desire to cooperate in the operation of the Arts Council as the coordinating agency for the regional development agency for the Louisiana Division of the Arts;

WHEREAS, the public purpose is described as:

The development of arts and tourism in an eleven-parish area of Northeast Louisiana to help with economic development and increase sales tax.

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

<u>Scope of Services</u>

The City of Monroe agrees to pay the sum of $25,000.00 for the fiscal year 2021/2022 to help encourage tourism and cultural development in the City of Monroe and Northeast Louisiana.

<u>Arts Council Shall</u>:

1. **Make available through various mediums information on local art and cultural activities and historical sites in Northeast Louisiana, including the Masur Museum, the Chennault Aviation Museum and the Northeast Louisiana Delta African-American Heritage Museum;**
2. **Provide staffing for the operation of the council;**
3. **Seek funding opportunities from appropriate state agencies to assist in the promotion and development of local cultural activities and promotion and preservation of historical sites;**
4. **Seek funding opportunities from both private and public sources within the state of Louisiana and nationally to enhance the arts culture in Northeast Louisiana;**
5. **Develop and administer a small grants program for the benefit of local artists and arts organizations;**
6. **Provide operating support to arts organizations to benefit the development of those organizations;**
7. **Partner with appropriate organizations to further develop the arts culture within the City, and more particularly the area comprising the Riverside Monroe Cultural District;**
8. **Submit to the City of Monroe an accounting and/or report, prior to any funds being disbursed, indicating the efforts made by Arts Council to comply with the prior years cooperative agreement with City.**

Payment of Funds:

No part of the funds received shall be spent on salaries and/or operating expenses for the Arts Council.

CANCELLATION OF AGREEMENT

Except as otherwise provided herein, in the event Arts Council fails to undertake any of its commitments under this Agreement within three months of the date of the signing of this agreement by all parties, then, and in such event, City shall have the right to withdraw from this Agreement upon giving written notice to Arts Council by certified mail. In the event the funds provided herein are not used by Arts Council for the purposes described herein, Arts Council shall refund the full amount of committed funds to the City of Monroe.

Auditors Clause

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the parties which relate to this contract.

THUS DONE, READ AND SIGNED in the presence of the undersigned legal and competent witnesses, in the City of Monroe, Ouachita Parish, State of Louisiana, on this _____ day of _____, 2021.

WITNESSES SIGNATURES:

_____

_____

NORTHEAST LOUISIANA ARTS COUNCIL

By: _____
Barry Stevens, President

WITNESSES SIGNATURES:

_____

_____

THE CITY OF MONROE

By: _____
Stacey Rowell, Director of Administration

RESOLUTION

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

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

A RESOLUTION AUTHORIZING A CITY REPRESENTATIVE TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH MANNING, APC FOR A FEASIBILITY STUDY AND DEVELOPMENT GUIDELINES RELATED TO DOWNTOWN MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Manning, APC is an architecture firm with a proven track record with complex projects and has been nationally recognized as a top design firm;

WHEREAS, Manning APC has the experience and knowledge to put together a team to develop a feasibility study and development guidelines for the downtown area, and specifically, but not limited to, the properties formerly known as the Coca Cola and Ouachita Candy Company, to help accomplish the redevelopment of that area. The effort will take approximately 4 months from written notice to proceed and result in a full visioning document that includes site plans, code analysis, schematic floor plans, elevations and (2) 3D renderings.

WHEREAS, the City desires to utilize the services of Manning APC as outlined in the attached agreement for a cost of $150,000.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe that Stacey Rowell, Director of Administration, is hereby authorized to enter into the attached Contract for Professional Services between the City of Monroe and Manning, APC for the purposes described therein.

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:

This Resolution was declared ADOPTED on the _____ day of October 2021.

_____
CHAIRMAN

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

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

BE IT RESOLVED by the City Council of the City of Monroe, Louisiana in legal and regular session convened that Mayor Friday Ellis be and is hereby authorized to execute the following:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Monroe Regional Airport specifically as described in the Application for State Financial Assistance dated November 1, 2021.

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV

That Friday Ellis, Mayor of the City of Monroe, be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

That this resolution shall be in full force and effect from and after its adoption.

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

YEAS:

NAYS:

ABSENT:

And the Resolution was declared adopted on the _____ day of October 2021.

_____

CHAIRMAN

_____

CITY CLERK

CERTIFICATE

IT IS HEREBY certified that the above is a true and correct copy of a resolution passed by the Sponsor of the City of Monroe, Ouachita Parish, Louisiana in regular session convened on this, the _____ day of _____, 2021.

_____

(City Clerk)

CAPITAL IMPROVEMENT PROGRAM

FYs 2022 – 2027

Monroe Regional Airport

flymonroe

Prepared by:

Kutchins & Groh
consulting associates for airports

CAPITAL IMPROVEMENT PLAN (CIP)
Monroe Regional Airport

DATE CIP PREPARED: 10/19/2021
CIP START YEAR: 2022

$ -	Estimated Carryover Balance
$ 1,300,000	Estimated Annual Entitlement Amount

Color Code Key & Notes

** State Grant, Economic Development Grant, Bond Financing, Private: Other**
* Sponsor 10% Match Match*
Match Amount for "AIP Funding Request" NOT included when green: $ 0
Multi-Year NPE Fronted Amount NOT included when red: $ 0

**	Indicates already funded by DOTD
	Indicates proposed 100% DOTD funded Project
	Indicates PFC Funding
	Indicates Other Funding
	Local Match

Fed FY	Entitlement Available	ODD Priority	Project Description/Justification	Multi-Year	Est. Total Project Cost	Funding Source: Entitlement	Other AIP	Match*	Other**	AIP Funding Request	Other Funding
2022	$ 1,300,000		Acquire new ARFF Truck & ARFF Bunker Gear		$ 1,144,444	$ 1,030,000		$ 114,444			
			Phase I Taxiway D Realignment Construction		$ 6,666,667		$ 3,300,000	$ 366,667	$ 3,000,000		
			Acquire New Runway Sweeper		$ 300,000	$ 270,000		$ 30,000			
			2022 Annual Subtotals:		$ 8,111,111	$ 1,300,000	$ 3,300,000	$ 511,111	$ 3,000,000	$ -	$ -
2023	$ 1,300,000		Phase II Taxiway D Realignment - Construction		$ 7,666,667	$ 1,300,000	$ 2,900,000	$ 466,667	$ 3,000,000		
			2023 Annual Subtotals:		$ 7,666,667	$ 1,300,000	$ 2,900,000	$ 466,667	$ 3,000,000	$ -	$ -
2024	$ 1,300,000		Rehabilitate ARFF truck		$ 750,000				$ 750,000		
			Taxiway C Realignment - Planning & Design		$ 1,420,000				$ 1,400,000		($ 20,000)
			RWY 14/32 & 4/22 Intersection work		$ 2,294,444	$ 1,300,000		$ 144,444	$ 850,000		
			2024 Annual Subtotals:		$ 4,464,444	$ 1,300,000	$ -	$ 144,444	$ 3,000,000	$ -	$ 20,000
2025	$ 1,300,000		Taxiway C Realignment - PH I Construction		$ 9,000,000	$ 1,300,000	$ 4,100,000	$ 600,000	$ 3,000,000		
			2025 Annual Subtotals:		$ 9,000,000	$ 1,300,000	$ 4,100,000	$ 600,000	$ 3,000,000	$ -	$ -
2026	$ 1,300,000		Taxiway C Realignment - Ph II Construction		$ 9,000,000	$ 1,300,000	$ 4,100,000	$ 600,000	$ 3,000,000		
			2026 Annual Subtotals:		$ 9,000,000	$ 1,300,000	$ 4,100,000	$ 600,000	$ 3,000,000	$ -	$ -
2027	$ 1,300,000		Airport Master Plan Update		$ 1,444,444	$ 1,300,000		$ 144,444			
			Perimeter Road - PH I		$ 3,020,000				$ 3,000,000		($ 20,000)
			2027 Annual Subtotals:		$ 4,464,444	$ 1,300,000	$ -	$ 144,444	$ 3,000,000	$ -	$ 20,000
			CIP Totals:		$ 42,706,667	$ 7,800,000	$ 14,400,000	$ 2,466,667	$ 18,000,000	$ -	$ 40,000

Louisiana Airport Construction and Development Priority Program
FISCAL YEAR 2022-2023
Project Application

Airport Sponsor: City of Monroe
Airport: Monroe Regional Airport
No. and Street/P.O. Box: 5400 Operations Rd.
City, State, Zip Code: Monroe, LA 71203

PROJECT TITLE/DESCRIPTION:
Aquire New ARFF Truck and ARFF Bunker Gear

Funding Year Requested:
2022

PROJECT SCOPE & JUSTIFICATION:
This project is proposed to acquire a new 3000 gallon ARFF Truck. The Airport's existing 3000 gallon Oshkosh truck was placed into commission in 2013 and is now 8 years old. In accordance with FAA standards, the expected life of an ARFF Truck is 15 years, and this truck is nearing that threshold. Over the past several years, the Airport has had increased instances of the truck requiring repairs that had to be accomplished in the 6 hour window of time between the last arrival of the day and the first departure of the following morning in order to remain in index. With continuing repairs and the difficulty in getting the parts and accomplishing the repairs, this has become a worsening issue and could ultimately make the Airport unable to serve its mission of providing air carrier service to the region. As such, the Airport has decided to pursue this rehabilition of the truck. In addition to the new truck, the Airport's Bunker Gear and associated equipment has reached the end of its useful life an in accordance with industry standards is due for replacement. This project proposes the acquisition of 8 new sets of turnout gear.

Estimated Project Cost:
(If applicable, attach a detailed construction cost estimate)

Classification	Estimated Cost
Administrative Expenses	$ 9,444.00
Land Acquisition Cost	$ -
Engineering Fees	$ 20,000.00
Survey	$ -
Geotechnical	$ -
Estimated Construction Cost	$ -
Construction Inspection	$ -
Construction Administration Fees	$ -
Construction Testing	$ -
Equipment Purchase Cost (New ARFF Truck & Bunker Gear)	$ 1,100,000.00
Other: Implementation	$ 15,000.00
Other: (Environmental)	$ -
Total Estimated Project Cost	**$ 1,144,444.00**

Funding Sources:

Source	% Contribution	Funds
Federal Funds	90%	$ 1,030,000.00
State Funds	10%	$ 114,444.00
Local Contribution	0%	$ -
Other: (define)	0%	$ -
Total Estimated Project Cost		**$ 1,144,444.00**

Attach the following: (as identified in Louisiana Administrative Code Title 70, Part IX §307 and §315

Sketch of Project(s) on the airport's approved Airport Layout Plan

Any additional information necessary for prioritization, ie. Detailed Construction Cost Estimate, Resolution for Local Funds Contribution, Additional Documentation providing Justification for the Project, Environmental Clearance Documentation

Louisiana Airport Construction and Development Priority Program
FISCAL YEAR 2022-2023
Project Application

Airport Sponsor: City of Monroe
Airport: Monroe Regional Airport
No. and Street/P.O. Box: 5400 Operations Rd.
City, State, Zip Code: Monroe, LA 71203

PROJECT TITLE/DESCRIPTION:
Taxiway D Realignment Construction - Phases I and II

Funding Year Requested:
2022 and 2023

PROJECT SCOPE & JUSTIFICATION:
This project is to construct a full-parallel taxiway for Runway 14-32, including grading, drainage, paving, lighting, and marking for this standard taxiway. It will be approximately 5,000' long x 50' wide. This taxiway will serve the runway that is frequently used by general aviation operators training and learning to fly. There, currently, is no parallel taxiway for the runway, which requires significant airfield congestion as aircraft manuever across the field. The first phase of approximately 1300 feet was constructed with the extension of the runway. This will complete the planned project and provide a significant improvement in airfield utilization and safety. By completing this project, the chances for runway incursions and related issues will be greatly reduced.

Estimated Project Cost:
(If applicable, attach a detailed construction cost estimate)

Classification	Estimated Cost
Administrative Expenses	$ 10,000.00
Land Acquisition Cost	$ -
Engineering Fees	$ -
Survey	$ -
Geotechnical	$ -
Estimated Construction Cost	$ 13,100,000.00
Construction Inspection	$ 600,000.00
Construction Administration Fees	$ 250,000.00
Construction Testing	$ 100,000.00
Equipment Purchase Cost	$ -
Other: Inspection/Design	$ -
Other: Implementation	$ 273,334.00
Total Estimated Project Cost	**$ 14,333,334.00**

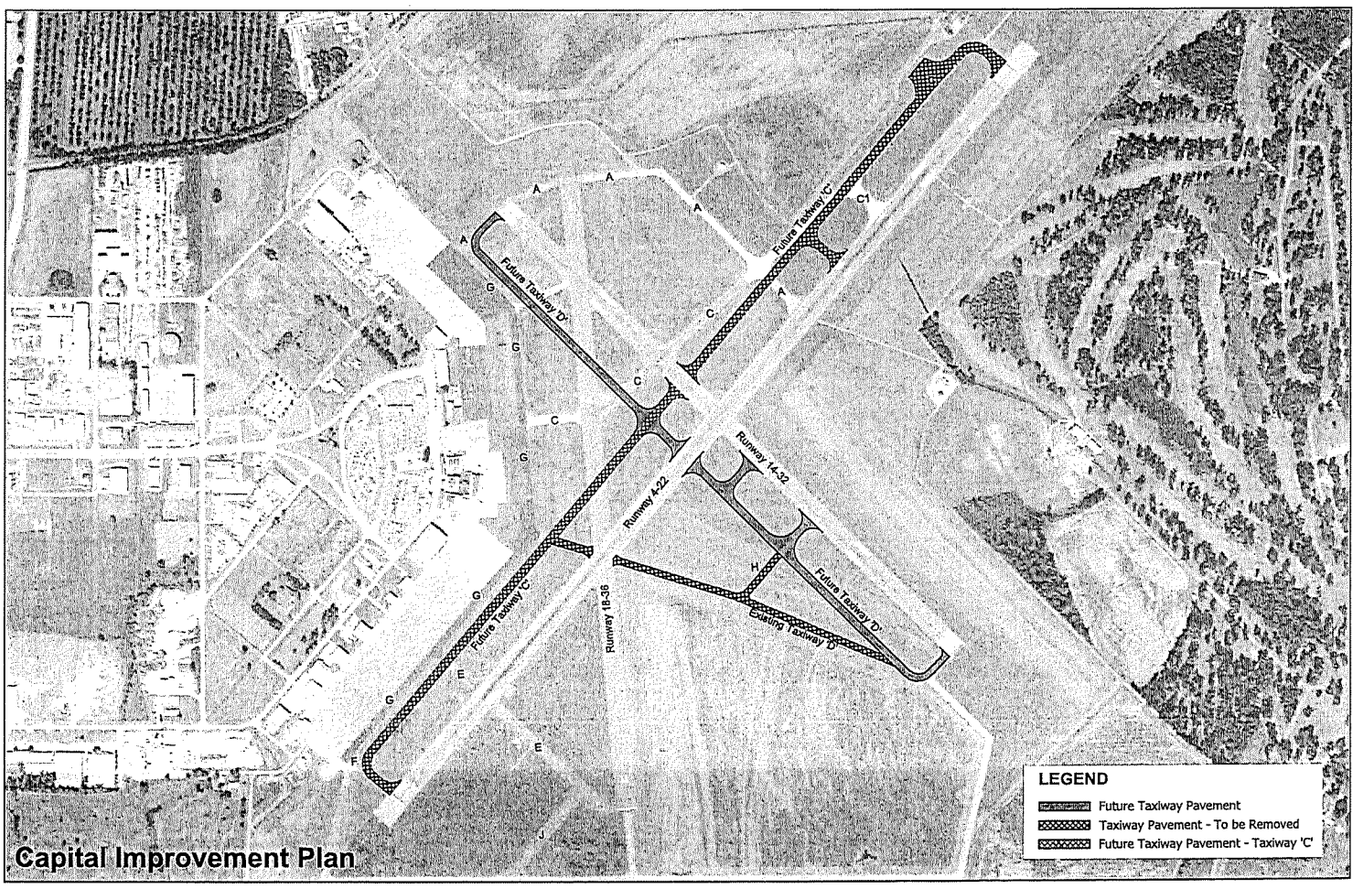
Funding Sources:

Source	% Contribution	Funds
Federal Funds	90%	$ 7,500,000.00
State Funds	10%	$ 833,334.00
Local Contribution	0%	
Other: (100% State funding)	100%	$ 6,000,000.00
Total Estimated Project Cost		**$ 14,333,334.00**

Attach the following: (as identified in Louisiana Administrative Code Title 70, Part IX §307 and §315

Sketch of Project(s) on the airport's approved Airport Layout Plan

Any additional information necessary for prioritization, ie. Detailed Construction Cost Estimate, Resolution for Local Funds Contribution, Additional Documentation providing Justification for the Project, Environmental Clearance Documentation



Monroe Regional Airport

Taxiway 'D' Realignment

0 1000 2000

GRAPHIC SCALE IN FEET

fly monroe

Kutchins & Groh

Louisiana Airport Construction and Development Priority Program
FISCAL YEAR 2022-2023
Project Application

Airport Sponsor: City of Monroe
Airport: Monroe Regional Airport
No. and Street/P.O. Box: 5400 Operations Rd.
City, State, Zip Code: Monroe, LA 71203

PROJECT TITLE/DESCRIPTION:	**Funding Year Requested:**
Sweeper	2022

PROJECT SCOPE & JUSTIFICATION:

In order to ensure that the Airport Operations Area is free from foreign object debris, it is necessary to clean the pavement surfaces on a regular basis. Industry standard practice is to utilize a runway sweeper to perform these daily/weekly functions. The purpose of this project is to acquire a new sweeper for the Airport.

Estimated Project Cost:

(If applicable, attach a detailed construction cost estimate)

Classification	Estimated Cost
Administrative Expenses	$ 5,000.00
Land Acquisition Cost	$ -
Engineering Fees	$ -
Survey	$ -
Geotechnical	$ -
Estimated Construction Cost	$ -
Construction Inspection	$ -
Construction Administration Fees	$ -
Construction Testing	$ -
Equipment Purchase Cost (Airfield Pavement Sweeper)	$ 290,000.00
Other: Implementation	$ 5,000.00
Other: (Environmental)	$ -
Total Estimated Project Cost	**$ 300,000.00**

Funding Sources:

Source	% Contribution	Funds
Federal Funds	90%	$ 270,000.00
State Funds	10%	$ 30,000.00
Local Contribution	0%	$ -
Other: (define)	0%	$ -
Total Estimated Project Cost		**$ 300,000.00**

Attach the following: (as identified in Louisiana Administrative Code Title 70, Part IX §307 and §315

Sketch of Project(s) on the airport's approved Airport Layout Plan

Any additional information necessary for prioritization, ie. Detailed Construction Cost Estimate, Resolution for Local Funds Contribution, Additional Documentation providing Justification for the Project, Environmental Clearance Documentation

Louisiana Airport Construction and Development Priority Program
FISCAL YEAR 2022-2023
Project Application

Airport Sponsor: City of Monroe
Airport: Monroe Regional Airport
No. and Street/P.O. Box: 5400 Operations Rd.
City, State, Zip Code: Monroe, LA 71203

PROJECT TITLE/DESCRIPTION:
Rehabilitate ARFF Truck

Funding Year Requested:
2024

PROJECT SCOPE & JUSTIFICATION:

This project is proposed to rehabilitate the Airport's existing 3000 gallon Oshkosh truck. It was placed into commission in 2013 and is now 8 years old. In accordance with FAA standards, the expected life of an ARFF Truck is 15 years, and this truck is nearing that threshold. Over the past several years, the Airport has had increased instances of the truck requiring repairs that had to be accomplished in the 6 hour window of time between the last arrival of the day and the first departure of the following morning in order to remain in index. With continuing repairs and the difficulty in getting the parts and accomplishing the repairs, this has become a worsening issue and could ultimately make the Airport unable to serve its mission of providing air carrier service to the region. As such, the Airport has decided to pursue this rehabilition of the truck.

Estimated Project Cost:
(If applicable, attach a detailed construction cost estimate)

Classification	Estimated Cost
Administrative Expenses	$ 5,000.00
Land Acquisition Cost	$ -
Engineering Fees	$ 10,000.00
Survey	$ -
Geotechnical	$ -
Estimated Construction Cost	$ -
Construction Inspection	$ -
Construction Administration Fees	$ -
Construction Testing	$ -
Equipment Purchase Cost (Rehabilitation of ARFF Truck)	$ 725,000.00
Other: Implementation	$ 10,000.00
Other: (Environmental)	$ -
Total Estimated Project Cost	**$ 750,000.00**

Funding Sources:

Source	% Contribution	Funds
Federal Funds	90%	
State Funds	10%	$ -
Local Contribution	0%	$ -
Other: (100% DOTD)	100%	$ 750,000.00
Total Estimated Project Cost		**$ 750,000.00**

Attach the following: (as identified in Louisiana Administrative Code Title 70, Part IX §307 and §315

Sketch of Project(s) on the airport's approved Airport Layout Plan

Any additional information necessary for prioritization, ie. Detailed Construction Cost Estimate, Resolution for Local Funds Contribution, Additional Documentation providing Justification for the Project, Environmental Clearance Documentation

XPS Print Error

Job name: (none)
Document name: (none)
Page number: 8
Error: memory allocation failure (514,10,248)

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 TEMPORARY CLOSURE OF FORSYTHE BOAT RAMP AND ADJACENT AREA TO VEHICLE TRAFFIC FROM NOVEMBER 1st THROUGH NOVEMBER 5TH, 2021 AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, B.A.S.S. will be hosting the B.A.S.S. Nation Championship event November 3-5, 2021, at the Forsythe Boat Ramp and Forsythe Point Recreation Area;

WHEREAS, due to the expected turnout at the event and the logistical requirements for the operation of the event, the Forsythe Boat Ramp and Forsythe Point Recreation Area will be largely inaccessible to vehicle traffic and for the safety of patrons, participants, and organizers of the event, it is necessary to restrict vehicle access to these areas during setup and while the event is occurring;

WHEREAS, it is anticipated that the event will have controlled access for participants, spectators, and necessary staff through one primary entrance at the main entrance to the Forsythe Boat Ramp. Pedestrians will have access to the walking trails south of the boat ramp and on the levee but will have restricted access to the fenced event area. Parking for the event will be in Forsythe Park parking lots and overflow areas as necessary.

THEREFORE, BE IT RESOLVED, by the City Council, in legal and regular session convened, that the temporary closure of Forsythe Boat Ramp and adjacent area to vehicle traffic is authorized on November 1st through November 5, 2021.

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 October 2021.

_____
CHAIRMAN

_____
CITY CLERK

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 A CITY REPRESENTATIVE TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE ARTS WITH PASSION PRODUCTION COMPANY, INC AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, The Arts with Passion Production Company, Inc. will provide a performing arts camp that provides instruction in dance, theatre, vocals, and more to local youth in the community through a free program that will allow students to then perform in The Color Purple, The Musical at the Jack Howard Theater where our community can also enjoy the performance;

WHEREAS, The Arts with Passion Production Company, Inc. will have its rehearsals at the Emily P. Robinson Community Center and present The Color Purple, The Musical at the Jack Howard Theater on January 14th, 2022;

WHEREAS, the City desires to enter into a Cooperative Endeavor Agreement with The Arts with Passion Production Company, Inc, as outlined in the attached agreement.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into the attached Cooperative Endeavor Agreement with The Arts with Passion Production Company, Inc.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the ___day of October 2021.

_____
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 ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AND BETWEEN THE CITY OF MONROE AND AMETHYST CONSTRUCTION, INC., FOR THE FORSYTHE BOAT RAMP PARKING LOT IMPROVEMENTS PROJECT, 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 work done by and between the City of Monroe and Amethyst Construction, Inc., for the Forsythe Boat Ramp Parking Lot Improvements Project, be and at the same time is hereby accepted as substantially complete.

BE IT FURTHER RESOLVED that a Certificate of Substantial Completion is attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a City of Monroe authorized representative, be and is authorized and empowered to execute a certificate of substantial completion with Amethyst Construction, Inc., on behalf of the City of Monroe for said work.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2021.

_____
CHAIRMAN

_____
CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: PARKING LOT IMPROVEMENTS
FORSYTHE BOAT RAMP

ENGINEER: LAZENBY & ASSOCIATES, INC.

OWNER: OUACHITA PARISH POLICE JURY

CONTRACTOR: AMETHYST CONSTRUCTION, INC.

CONTRACT DATE: JULY 14, 2021

DATE OF ISSUANCE: OCTOBER 19, 2021

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

All Work

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

OCTOBER 19, 2021
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on OCTOBER 19, 2021

Lazenby & Associates, Inc.
ENGINEER

By: _____

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2021
Date

AMETHYST CONSTRUCTION, INC.
CONTRACTOR

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 2021
Date

City of Monroe
OWNER

By: _____

PUNCH LIST
PARKING LOT IMPROVEMENTS
FORSYTHE BOAT RAMP

Items to be completed:

1. Supply the engineer with As-Built drawings ($500.00)
2. Adjust Water Valve ($1,200.00)
3. Seal Expansion Joint at the top of the western sidewalk ($250.00)
4. Remove construction staking and debris ($750.00)
5. Remove construction signs ($500.00)

Total value of Punch List: $3,200.00

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 AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE AN AGREEMENT WITH VOLKERT, INC., TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE STATE PROJECT NO. H.007289 KANSAS LANE EXTENSION PROJECT 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 and execute an Agreement with Volkert, Inc. to provide Professional Engineering services for the S.P.N H.007289 Kansas Lane Extension.

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 _____, 2021.

_____
CHAIRMAN

_____
CITY CLERK

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

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

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

WHEREAS, the parties have reached an agreement, which is attached hereto, and said agreement is also posted on the City's website.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective the 1st day of December 2021 through December 31, 2023 by and between the City of Monroe and the International Union of Operating Engineers, Local 407 is hereby adopted.

ORDINANCE INTRODUCED on the _____day of _____, 2021.

NOTICE PUBLISHED on the _____day of _____, 2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___day of _____, 2021.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

WORKING AGREEMENT BETWEEN THE CITY OF MONROE

AND

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

2021 – 2023

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

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

PREAMBLE

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

ARTICLE I
RECOGNITION-BARGAINING

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

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

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

ARTICLE II
MANAGEMENT RIGHTS

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

ARTICLE III
STRIKES AND LOCKOUTS

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

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

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

ARTICLE IV
WORK SCHEDULE AND HOURS OF WORK

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

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

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

Section 4 The normal hours of work at present are:

Shift Workers (Operators and Trainees)

Day Shift	6:00 a.m. to 6:00 p.m.
Evening Shift	6:00 p.m. to 6:00 a.m.

Day Workers

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

12:30 p.m. to 3:30 p.m.

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

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

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

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

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

ARTICLE V
OVERTIME PAY

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

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

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

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

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

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

ARTICLE VI
CERTIFICATION PAY

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

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

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

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

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

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

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

Section 7 When an employee in water treatment moves from Level III Certification to Level IV Certification he forfeits all Class III Certification pay. An employee must present to the Director of the Department of Public Works

documentation from the Louisiana Department of Health and Hospitals which satisfactorily evidences class certification.

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

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

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

ARTICLE VII
VACATION LEAVE

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

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

Section 3 Holidays specified in this Agreement shall not be considered as part of an employee's vacation leave. If a holiday occurs during an employee's vacation leave, it will he treated as a regular holiday, and an extra day of vacation

time will be allowed; or the employee will receive an extra day's pay in lieu of an extra day of vacation time, if called to work in the discretion and option of Management. A holiday not worked shall not be included in the calculation of overtime pay.

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

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

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

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

ARTICLE VIII
HOLIDAY PAY

Section 1 Designated Holidays and Definitions:

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

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

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

Observed Holiday: An "observed holiday" is the date which the City of Monroe

celebrates or recognizes a public holiday that falls on a weekend. For example, if July 4th (Independence Day) falls on a Saturday, it is "observed" on the Friday before or Monday after as a holiday.

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

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

Section 2. Eligibility Requirements

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

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

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

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

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

Employees required to work on a local declared holiday, i.e. Friday after Thanksgiving, shall be paid at his/her regular rate of pay for hours worked and shall receive a floating holiday to be used within six (6) months of the local declared

holiday. Floating holiday hours granted, up to eight (8) hours or twelve (12) depending on length of normally scheduled shift, shall be equal to the number of hours worked.

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

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

Section 4.

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

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

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

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

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

ARTICLE IX
LONGEVITY PAY

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

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

ARTICLE X
SICK LEAVE POLICY

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

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

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

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

ARTICLE XI
SENIORITY

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

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

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

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

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

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

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

ARTICLE XII
OCCUPATIONAL ACCIDENTAL INJURY

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

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

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

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

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

(1) The location they are going to;
(2) A telephone number at the location where they can be contacted, if appropriate;
(3) The reason for their going to that location;
(4) The anticipated length of absence from their residence or location of recovery; and
(5) The members shall notify the Water System Manager or Plant Superintendent of their return to their residence or recovery location.

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

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

ARTICLE XIII
SUBMISSION OF GRIEVANCE

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

Section 2 Employer agrees that it will accord such grievance a hearing by the Director of Public Works; and a further hearing by the Mayor of the City of Monroe if the matter is not resolved at the first hearing. Employer shall not be required to hold further hearings on the same matter of grievance. The Plant Superintendent, the Department Head, any particular aggrieved employee, and the Union shall be entitled to appear and be heard at any such hearing without loss of pay. Others may be permitted to attend or be heard at any such hearing by mutual consent of Employer and the Union. Employer and Union agree to exercise every reasonable effort in good faith to resolve any such grievance to the mutual

satisfaction of the parties affected. If it is found pursuant to this procedure that an employee has been suspended or discharged without a justification, such employee shall be reinstated with his seniority rights unbroken and shall be compensated for any wages lost as a result of the suspension or discharge or as otherwise may be agreed upon by the Employer and Employee.

ARTICLE XIV
JURY DUTY AND FUNERAL LEAVE

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

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

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

ARTICLE XV
MISCELLANEOUS TERMS

Section 1 Employer agrees that at all times it will make reasonable provisions

for the safety and health of its employees while on duty, by providing modern protective devices, safety equipment, safety apparel and such other equipment or devices as may be designed to promote the safety and physical welfare of its employees. Rain suits or slickers and boots will be furnished to all employees who are required to work outside.

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

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

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

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

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

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

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

water treatment plant.

ARTICLE XVI
GENERAL PROVISIONS

Section 1 Pledge against Discrimination and Coercion

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

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

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

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

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

ARTICLE XVII
JOB CLASSIFICATIONS AND RATES OF PAY

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

ARTICLE XVIII
EFFECTIVE DATE AND DURATION

All Articles and Sections of this Agreement shall commence on the _____ day of _____, 2021 and expire at the cease of work on December 31, 2023, unless otherwise amended or modified by the mutual consent of the parties, and this Agreement shall automatically be renewed for one (1) year terms in the absence of notice by a party to the agreement that it desires to modify or terminate the Agreement - no party to this Agreement shall modify or terminate this Agreement unless the party desiring such modification or termination serves a written notice upon the other party to the Agreement of the proposed modification or termination sixty (60) days prior to the expiration date of the Agreement. During the term of this Agreement, except as provided above, no part of the Agreement may be reopened for negotiations except on the agreement of both the Employer and the Union. The Agreement shall continue in full force and effect pending the outcome of negotiations.

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

WITNESSES:

_____
___ Print_____

_____
Sign

_____
Print

_____
Sign

CITY OF MONROE

By: _____
Friday Ellis, Mayor

LOCAL 407, INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

By: _____
Committee Member Date

By: _____
Committee Member Date

LOCAL 407 INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

APPENDIX A

JOB CLASSIFICATION	WAGE RATE
OPERATOR A	**21.61**
UP-GRADE	**21.07**
OPERATOR B	**21.07**
OPERATOR TRAINEE	**19.86**
ELECTRICIAN A	**21.50**
ELECTRICIAN B	**19.93**
MAINTENANCE A	**21.50**
MAINTENANCE B	**20.11**
UTILITY A	**18.40**
UTILITY B	**16.36**
LABORATORY TECHNICIAN	**21.62**
RELIEF LABORATORY TECHNICIAN	**21.07**
ELECTRONICS TECHNICIAN	**21.50**
BUILDING MAINTENANCE	**19.93**
ELECTRICAL SUPERVISOR [2]	**28.76**
MAINTENANCE SUPERVISOR [2]	**28.26**
ADMINISTRATIVE ASSISTANT [2]	**20.77**

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

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

APPENDIX B

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

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

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

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

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

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

Electrician B — will perform in a supervised capacity.

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

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

Maintenance B — will perform in a supervised capacity.

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

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

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

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

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

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

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

CITY OF MONROE
WATER TREATMENT PLANT

Certified Operators	Water License Class		
	Production	Treatment	Distribution
Albritton, Scott	IV	IV	IV
Augustine, Jermiah	II	I	I
Badger, Denzell	II	I	III
Bailey, Tamala	II	III	II
Benton, Sean	IV	IV	IV
Buford, Tyler	IV	IV	III
Charleston, Shaquille	II	III	II
Colson, Brian	II	II	I
Goins, Mikeous	IV	IV	IV
Hunter, Shahriar	II	II	
Johnson, Daren	IV	IV	IV
Joiner, Matthew	IV	IV	IV
Massey, Michael	IV	IV	IV
Morehead, Tomeykia	IV	IV	IV
Morris, Nathan	IV	IV	IV
Price, Joctovria	IV	IV	IV
Roberts, James	II	III	IV
Scott, Clifton	III	III	III
Smith, Ronnie	IV	IV	IV
Wills, Christopher	I	I	I

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE **NO._____**

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

AN ORDINANCE APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MONROE AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, LOCAL NO. 81, AFL-CIO AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the contract between the City and the Monroe Police Local #81, International Union of Police Associations,AFL-CIO expired and the parties have been working toward a new agreement; and

WHEREAS, the parties have reached an agreement, which is attached hereto, and said agreement is also posted on the City's website.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the collective bargaining agreement effective the 1st day of December 2021 through December 31, 2023 by and between the City of Monroe and the Monroe Police Local #81, International Union of Police Associations,AFL-CIO is hereby adopted.

ORDINANCE INTRODUCED on the _____day of _____, 2021.

NOTICE PUBLISHED on the _____day of _____, 2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___day of _____ 2021.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

LABOR AGREEMENT

CITY OF MONROE

AND

INTERNATIONAL UNION OF POLICEASSOCIATIONS

MONROE POLICE DEPARTMENT

LOCAL #81, AFL - CIO

2021-2023

AGREEMENT 1

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AGREEMENT

On this _____ day of_____ 2021, the City of Monroe (hereinafter referred to as the CITY), and the Monroe Police Local #81, International Union of Police Associations,AFL-CIO, (hereinafter referred to as the UNION), enter into and agree to the following contractual agreement (the "Agreement").

PURPOSE OF INTENT

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interestof the CITY, its citizens, its employees, and the UNION.

The parties agree and recognize that it is the obligation of the CITY by law to establish and the obligation of the UNION to render proper services to the public. To these ends,the CITY and the UNION encourage to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all employees.

ARTICLE I: UNION RECOGNITION

SECTION I

The City recognizes the **UNION** as the sole and exclusive collection bargaining agent for all full-time patrolmen, radio operators, jailers, secretary to assistant chief, secretaries, accountant, beginning clerk, clerk I, clerk II and meter clerks, excluding theChief, Assistant Chief, Majors, Captains, Lieutenants, and Sergeants, and all other employees, for the purpose of collective bargaining with respect to matters of pay, wages, hours of employment, and other terms and conditions of employment.

The positions of Chief, Assistant Chief, Majors, Captains, Lieutenants, Sergeants, and all other employees not part of the bargaining unit may be listed in the Agreement from time-to-time solely for administrative convenience.

ARTICLE II: MANAGEMENT RIGHTS

SECTION I

All managerial rights are reserved to the CITY except as herein expressly limited. Subject only to the other provisions of the Agreement, the CITY reserves the right to utilize personnel and the methods, in the most efficient manner possible, to manage anddirect the employees, including the rights to hire, promote, classify, transfer, assign or retain employees in positions within the Department in accord with applicable laws; to take any appropriate disciplinary action against employees for cause; to determine the size and composition of work forces; to determine the best methods and technology by which operation of the Department should be conducted. Should any employee covered by this Collective Bargaining Agreement be aggrieved by the action of the CITY

through the authority of this Article, the employee and the Union body reserve and retain the recourse of the CIVIL SERVICE BOARD established for the purpose within the City of Monroe and/or the Court of proper jurisdiction.

SECTION II

The City and management have the right to implement work-related furloughs for any existing employee, and any furlough will result in the employee not receiving any moneyor wages during the period of the furlough, excluding state supplemental pay, if applicable. Further, during a furlough, any portion of an employee's pay funded by the Police Salary Sales Tax Proposition passed on or about September 18, 2004, and referenced in Article XIII, Section I, shall be reimbursed to the City's general fund, including any associated costs, such as Medicare and pension contributions at the City's most current contribution rate. For the purposes of this section, furlough shall mean time off without pay, excluding state supplemental pay, if applicable.

ARTICLE III: STRIKES AND LOCKOUTS

SECTION I

The UNION shall neither cause, engage in, or encourage, nor shall any employee cause or engage in any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, interruptions, delays of work, sit-downs, refusals to work overtime, nor any mass false illnesses such as the Blue Flu. The CITY has the right to require medical examination by the physician mutually agreed upon by the City and theemployee, of any employee or employees suspected of having false illnesses such as Blue Flu in violation of this Section. The City shall pay for the required medical examination. Failure to submit to the medical examination shall be grounds for discipline by the CITY. Any employee who violates this ARTICLE shall be subject to discipline by the CITY. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

SECTION II

Upon the receipt of written notice by the CITY that employees covered by the Agreement are engaging in the conduct prohibited by Section I above, the UNION, its Officers, agents or representatives shall take all possible action to end such unauthorized conduct. Such UNION action shall include the conspicuous posting of all notices on the bulletin board used by the UNION pursuant to Article V below and at all other locations where the UNION customarily posts notices. The notices shall bear the signature of the duly authorized representative of the UNION and shall state that a violation of the non-strike clause is in progress and that all employees are instructed to return to work immediately.

ARTICLE IV: UNION DUES

SECTION I

The CITY shall deduct regular monthly UNION dues from the pay of each UNION member, and the procedure used for deduction of union dues shall be agreed upon by the CITY and the UNION, so long as said procedure includes the voluntary execution bythe employee of a written and specific authorization for such deductions. Said authorization shall be revocable at any time at the will of the employee by delivery of a letter of revocation to the Chief of Police. The amount of such deduction and a list of employees to be included will be furnished and kept up to date by the UNION.

ARTICLE V: BULLETIN BOARDS

SECTION I

The CITY shall permit the UNION to use a bulletin board at each assembly area for the purpose of posting notices deemed necessary for the UNION. No political notices will be posted on the above-mentioned bulletin boards.

ARTICLE VI: MEETING PLACE

The CITY shall permit the UNION the use of the Patrol Briefing Room for the purpose of holding regular and special UNION meetings as not to interfere with normal operations of the department.

ARTICLE VII: CONVENTIONS AND MEETINGS

SECTION I

The EXECUTIVE BOARD shall have the exclusive right to select from its EXECUTIVE BOARD not more than five (5) delegates to attend, without loss of pay, the annual I.U.P.A. and AFL-CIO Convention.

The union shall have the exclusive right to select from its EXECUTIVE BOARD no more than five (5) members, unless additional members are authorized by the Chief of Police, to attend the Louisiana Peace Officers Convention, the Municipal Peach Officers Convention, and the annual Louisiana Union of Police training session, as well as other peace officer related conventions and/or meetings, with the choice of the meetings to be mutually agreed upon by the CITY and the UNION. The aforementioned delegates shall be the sole and exclusive representatives of the UNION.

The president of the **UNION,** or his/her designee, shall be granted administrative leave to attend board meetings of the Municipal Police Retirement System.

SECTION II

Members of the executive board of the UNION shall be granted administrative time to attend the Legislative Sessions (pertaining to the Union and/or membership) as neededeach year. Every effort shall be made to accommodate the UNION in its efforts to attend the legislative sessions.

The City shall allow the president of the UNION, or his designee, administrative time up to two (2) weeks, unless additional time is authorized by the Chief of Police, to attend Louisiana State Legislative Session to address issues pertinent tothe organization. Incidental expenses incurred by the designee/President will be paid by the Monroe Police Local #81 Union.

Additional time, up to one week, will be granted in the case of a special session and on extended legislative sessions when items pertaining to the UNION or its membership are to be addressed.

Any leave under this Article, including Sections I and II, is subject to the prior approval of the Chief of Police. Notwithstanding the foregoing, if a declared state of emergency exists or if an employee on vacation leave would need to be called back to work to accommodate any request for administrative leave under this Article, the Chief of Police can deny the request for administrative leave.

ARTICLE VIII: COURT TIME

All off-duty court time spent by employees covered by this Agreement as the result of the employee's regular tour of duty, on behalf of the City of Monroe, State of Louisiana, or United States Government shall be compensated monetarily. This time shall be compensated for at the regular hourly rate of pay, with a minimum pay of three (3) hours. In addition, each employee will be paid for the noon recess, if the employee is required to return to the afternoon session of Court.

ARTICLE IX: SICK LEAVE

SECTION I

Each employee employed prior to January 1, 1996, and covered by the Agreement shall be allowed the maximum amount of sick leave in any one twelve (12) month period as is mandated by Louisiana Revised Statute R.S. 33:2214. Employees, other than Police Officers and Jailers, who were employed after December 31, 1995, shall be governedby the CITY's sick leave policy. Police Officers and Jailers are covered under R.S. 33:2214, regardless of the date of employment.

SECTION II

Sick Leave Incentive:

Each employee not utilizing any sick time in a quarter will be awarded an additional vacation day

equivalent to the number of hours worked in an employee's regularly-scheduled workday. For example, if an employee's regularly scheduled workday is 8 hours, the employee would be entitled to 8 additional hours of vacation for that quarter; if an employee's regularly-scheduled workday is 12 hours, they would be entitled to 12 additional hours of vacation for that quarter. If an employee's regularly-scheduled workday changes during a quarter (*e.g.*, an employee is moved from a 12 hour shift to an 8 hour shift or vice versa), then the vacation allotment will be calculated based on the regularly scheduled hours on the last day of the quarter.

SECTION III

The sick leave policy will be enforced equally among employees.

All previously accrued ULT ("Uncompensated Leave Time") shall not be compensable upon separation of employment.

ARTICLE X: VACATION TIME

SECTION I

After completing one (1) year of employment, which is measured from the employee's hire date, each employee covered by the Agreement shall enjoy a paid vacation each twelve (12) month period, with the year being measured from the employee's anniversary hire date.

SECTION II

The vacation time allotted each employee covered by this Agreement shall be computed vacation hours as follows:

(1) One through five years continuous service	150 hours
(2) Over five through ten years continuous service	190 hours
(3) Over ten through fifteen years continuous service	230 hours
(4) Over fifteen years continuous service	270 hours

Continuous service shall mean service which does not include an absence of one year from employment with the Monroe Police Department.

Each employee covered by the Agreement shall have the option of using their vacationhours in any one (1) hour or more increment. Each employee shall have the option-of carrying up to 960 hours to be taken individually or collectively. Departmental seniority and policy shall prevail in the scheduling of vacation time in accordance with Departmental manpower needs.

No vacation hours earned in excess of 960 hours will be credited to any employee.

If made available for City employees, the option for cash in of vacation hours will also be made

available to Monroe Police Department employees.

SECTION III

Designated Holidays, Extra Holidays and Pre-Holidays

The following are designated holidays:
New Year's Day
Martin Luther King Day
Easter
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
(If an employee's birthday falls on designated holiday, they will be compensated for both.)

Designated Holiday: If an employee works on a "designated holiday" they will receive double time pay for the number of hours worked on that day. The employee will also receive a floating holiday for that holiday equal to the number of hours the employee is regularly scheduled to work. If an employee is scheduled off or utilizes time to be off on a designated holiday, they will receive a floating holiday equal to the number of hours they are regularly scheduled to work. (Example: If employee works a 12 hour shift on a designated holiday, the employee will receive 24 hours of pay and 12 hours of floating holiday time).

Extra Holiday: From time to time the Mayor may grant an "extra holiday." For example, the Mayor may grant the Friday after Thanksgiving as an "extra holiday." On these days, all employees (working or off) will receive a floating holiday equal to the number of hours they are normally scheduled to work.

Pre-Holiday: From time to time the Mayor may grant a "pre-holiday" where employees are allowed to leave early. For example, the Mayor may grant the Wednesday before Thanksgiving as a "pre-holiday" and allow employees to leave at 3:00 pm. This pre-holiday runs to the close of business hours for the City which is 5:00 pm. On these days, all employees that remain at work will receive floating holiday hour(s) equal to the number of "pre-holiday" hours (start of the pre-holiday until 5:00 pm). With the previous example, if an employee is allowed to take off for the "pre-holiday" hours, the employee will not be awarded two hours of floating holiday time.

For the purposes of this section, "floating holiday" is defined as follows: hours earned for the purposes of paid time off but not compensable if unused.

No floating holiday hours earned in excess of 240 hours will be credited to any employee.

SECTION IV

Departmental seniority and policy shall prevail regarding the use of floating holiday time, in

accordance with Department manpower needs. The Department will recognize floating holiday time off as it recognizes compensatory time and as further outlined in the compensatory time policy document titled Paul W. Brown et al vs. City of Monroe, docket #3:02-1666.

ARTICLE XI: MILITARY SERVICE

SECTION I

Any employee who is a member of reserve force of the United States or of this State and who is ordered by the appropriate authority to attend a compulsory annual training period (i.e. summer camp), under the supervision of the United State or this State, shallbe granted leave with pay, not to exceed fourteen (14) days for such activity.

SECTION II

Any employee who is ordered into active service or who being a member of a reserve force is activated in the armed forces of the United State or of this State, while in the service of the employer, shall be granted a leave of absence without pay for the periodof such military service.

ARTICLE XII: INCENTIVE PAY PLAN

SECTION I

A system of college incentive pay shall be in effect for all full-time employees in the Classified Service, meaning those who are covered by the State of Louisiana Fire and Police Civil Service Law. An employee may only be eligible for one plan (the highest he/she is qualified to earn). This incentive pay scale will apply when an employee has or obtains the following:

(1) Upon his/her employment with the Department or upon being earned, an employee with one (1) year of college credits (32 semester hours) or more in an approved curriculum shall be paid one hundred dollars ($100) per month above his/her base pay.

(2) Upon his/her employment with the Department or upon being earned, an employee with an associate degree or two years (2) years of college credit (64 semester hours) or more in an approved curriculum shall be paid one hundred fifty dollars ($150.00) per month above his/her base pay.

(3) Upon his/her employment with the Department or upon being earned, an employee with a Bachelor's Degree in an approved curriculum shall be paid two hundred twenty-five ($225.00) per month above his/her base pay.

(4) Upon his/her employment with the Department or upon being earned, an employee with a Master's Degree in an approved curriculum shall be paid two

hundred seventy-five dollars ($275.00) per month above his/her base pay.

Employees hired after September 13, 2011, shall only receive college incentive pay for an Associate Degree, Bachelor's Degree, or Master's Degree. Semester hours will not be considered for these employees.

SECTION II

Professional longevity pay shall be paid to those employees in the Classified Service. Said pay shall be granted to the employee in addition to his base pay on a monthly basis. The scale of pay is to be as follows:

(1) One through three years continuous service	$50.00
(2) Over three through five years continuous service	$75.00
(3) Over five through nine years continuous service	$100.00
(4) Over ten through fifteen years continuous service	$125.00
(5) Over fifteen years of continuous service	$175.00
(6) Over twenty years of continuous service	$225.00

Professional longevity pay shall be granted to those qualified employees whose years ofservice are accumulated with the Monroe Police Department and do not include an absence of more than one (1) year from employment with the Monroe Police Department.

SECTION III

Each employee shall be granted both of the aforementioned pay plans, as he/she becomes eligible.

SECTION IV

Eligible employees shall be entitled to receive the following:

(1) Each employee covered by the Agreement who successfully completed the EMT-Paramedic Training Program shall be entitled to the sum of two hundred dollars ($200.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given each other year and provided that any employee receiving Emergency Medical Technician-Paramedic pay shall not receive First Responder pay. Before receiving the above EMT-Paramedic incentive pay, each employee shall provide the Appointing Authority written certification demonstrating successful completion of the semi-annual, required refresher course.

(2) Each employee covered by the Agreement who successfully completes the Emergency Medical Technician-Basic Training Program shall be entitled to the sum of one hundred seventy-five dollars ($175.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given every other year and provided that

any employee receiving Emergency Medical Technician-Basic pay shall not receive First Responder pay.

(3) Each employee covered by the Agreement who successfully completes the First Responder Course, or a course of its equivalence, shall be entitled to the sum ofone hundred dollars ($100.00) per month as additional incentive pay, provided however, that such entitlement to continue, such employee must successfully complete the refresher course given every other year.

SECTION V

Each employee covered by the Agreement, who is classified by the Department at K-9 Patrol, in accordance with departmental rules, shall receive the sum of one hundred dollars ($100.00) per month as additional incentive pay.

SECTION VI

Each employee covered by the Agreement, who is classified by the Department as a member of the Dive Team, shall receive the sum of one hundred dollars ($100.00) per month as additional incentive pay.

SECTION VII

Each employee covered by the Agreement, who is classified by the Department as a Bomb Technician, shall receive the sum of one hundred dollars ($100.00) per month asadditional incentive/hazardous duty pay.

SECTION VIII

Employees designated by the Chief of Police as Field Training Officers, Communications Training Officers, and Departmental Records Clerk Training Personnel shall receive the sum of one hundred dollars ($100.00) per month as additional incentive pay.

SECTION IX

Each employee designated by the Chief of Police as a member of the Traffic Division who has successfully obtained certifications in Traffic Investigation and Reconstruction shall receive the sum of ($100.00) per month as additional incentive pay.

ARTICLE XIII: SALARY

SECTION I

The minimum annual base salaries are as set forth below:

MPD SALARIES		
CLASSIFICATION	**RANK**	**ANNUAL BASE PAY**
9001	BEG PATROL	$33,481.00
9002	PATROL I	$34,292.00
9003	PATROL II	$36,448.00
9004	CORPORAL	$40,244.00
9005	SERGEANT	$43,902.00
9006	LIEUTENANT	$45,831.00
9007	CAPTAIN	$49,357.00
9008	MAJOR	$52,882.00
9009	ASST CHIEF OF POLICE	$62,746.00
9011	SECRETARY TO THE CHIEF OF POLICE	$37,725.00
9016	POLICE SUPPLY CLERK	$33,434.00
9017	BUDGET & ACCOUNTING ADMINISTRATOR	$34,590.00
9019	SUPERVISOR OF POLICE RECORDS	$39,792.00
9020	STENOGRAPHER	$33,424.00
9021	EVIDENCE OFFICER	$29,789.00
9023	CLERK BEG	$28,217.00
9024	CLERK I	$29,000.00
9025	CLERK II	$29,787.00
9026	POLICE COMMUNICATIONS SUPERVISOR	$39,792.00
9027	RADIO OPERATOR BEG	$31,780.00
9028	RADIO OPERATOR I	$33,108.00
9029	RADIO OPERATOR II	$34,434.00
9030	METER CLERK	$29,715.00
9032	CUSTODIAN	$29,112.00
9039	JAILER BEG	$30,326.00
9040	JAILER I	$31,661.00
9041	JAILER II	$33,104.00
9044	JAILER SUPERVISOR	$39,792.00
9043	CRIME ANALYST	$52,497.00

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

SECTION II

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

An employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check will reflect the time of employment between the date of hire and the issuance of the last supplemental pay.

The UNION and the CITY must approve of the funds availability prior to the issuance of any supplemental pay.

ARTICLE XIV: WORKING HOURS

SECTION I

Overtime work shall be all work performed in excess of forty (40) hours in any one calendar week, including any training time, unusual work-related travel time, or other compensable time as prescribed by FLSA.

SECTION II

Any full-time employee required to actually work in excess of forty (40) hours of any calendar week, except as provided in Article VIII of the Agreement, shall be paid at the rate of one and one-half times his hourly wage, (the term hourly wage as used in any section of this contract shall be a computation of hourly rate based on the employee's monthly salary which will include the employee's base salary plus professional longevity, college incentive pay, and state supplemental pay). Vacation, sick, compensatory leave, floating holiday leave, or any other type of leave shall not be counted as hours actually worked for overtime purposes.

An employee called out shall receive four (4) hours minimum pay at an overtime rate. However, an employee who shall be called in to receive any disciplinary action shall not be deemed to have been called out and shall not be compensated, therefore, if said action is for just cause. The Internal Affairs Division should make an effort to accommodate the employee's schedule.

SECTION III

Departmental seniority and policy shall prevail regarding the use of compensatory time in

accordance with Department manpower needs. All Monroe Police Department personnel shall be governed by the compensatory time policy document Paul W. Brown et al vs. City of Monroe #3:02-1666.

SECTION IV

The scheduling of the days of work and hours of work of all employees covered by the Agreement shall be at the discretion of the Chief of Police. Efforts will be made to accommodate the personal desires of the employees.

ARTICLE XV: EQUIPMENT

SECTION I

The CITY shall furnish each employee covered by the Agreement with the following listed equipment: two sets of handcuffs, two handcuff cases, one coat badge, one duty belt, one holster, one flashlight, one ammunition pouch, three belt keepers, one name tag, four short-sleeve shirts, three long-sleeve shirts, four pairs of pants, one tie, one jacket, one raincoat, one handgun and ammunition for such handgun, plus replacement items as needed due to destruction or wear. A monetary allotment should be given to plain clothes employees. Each individual will furnish his own socks and belt. Plain clothes employees will also be furnished a holster and ammo pouch, when required.

SECTION II

Patrolmen, Jailers, Radio Operators, Secretary to the Chief, Secretaries, Accountant, Steno-Clerks, Clerks, Meter Clerks, and all officers acting in the capacity of plain clothes officers, shall receive an annual $125.00 allowance for shoe expense payable on January 1 each year. The CITY will be required to pay $50.00 each month on the 15th for uniform maintenance.

Any new employee that is hired between the dates of January 1st – July 31st will be eligible for the shoe allowance their first year. Anyone hired after July 31st will receive their shoe allowance on January 1st of the next year.

Employees hired on or after September 13, 2011, shall not receive the uniform maintenance allowance but shall receive the shoe allowance.

SECTION III

Employees who fall in the category of plain clothes officers shall receive a monetary allotment of not less than $1,200 per year for clothes of their choosing; $300 payable each quarter. If the monetary allotment is increased for one plain clothes officer, all plain clothes officers shall receive that increased amount.

The Chief of Police, at his discretion, may allocate no more than $150 per quarter to eligible employees who do not fall into the plain clothes category.

ARTICLE XVI: DUTIES AND RESPONSIBILITIES

SECTION I

All full time employees who are included in the Louisiana Municipal Fire and Police Civil Service Law shall perform duties and responsibilities as laid down by the aforementioned law.

SECTION II

Any employee required to work out of the class he holds shall be paid at the rate of payfor the next higher class above his rank during such excess.

ARTICLE XVII: GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by the Agreement under the Fire and Police Civil Service laws of the State of Louisiana, if any employee covered by this agreement feels that he/she has been treated unfairly, he/she shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against-him will follow because of such action. It shall be the responsibility of theUNION to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor. Any grievance or complaint not filed in accordance with the following procedures will be dismissed and not considered.

Step I — The aggrieved employee and his Union representative shallwithin five (5) working days of the date the grievance occurred, present the facts to the employee's immediate supervisor, in writing. The immediate supervisor will submit his answer to the Union representative and the aggrieved employee, in writing, within two (2) working days. A lack of response from the supervisory is to be concluded as a negative response/reply.

Step II — Should the Union decide that the reply of the immediate supervisor is unsatisfactory; the Union Grievance Committeeshall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within three (3) working days, reply to the Union in writing, giving his decision.

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

ARTICLE XVIII: INSURANCE AND LEGAL REPRESENTATION

SECTION I

The City may maintain a policy of liability insurance covering each full-time sworn police officer for the purpose of protecting said officer in the event of any civil action or claim made against him/her because of the officers' performance of his/her official duties. If the City provides such

insurance coverage, any obligation to provide a legal defense or indemnity shall be governed by the terms of such insurance coverage.

SECTION II

In the event a police officer is named a Defendant in any civil action arising from the performance of the officer's official duties within the course and scope of their employment, the City shall provide a legal defense. The City shall not be obligated to provide a defense if the City, a court, an administrative body, the Monroe Fire and Police Civil Service Board, or a tribunal determines that the officer was not acting in the course and scope of their employment.

The City shall also not be obligated to provide a legal defense under the following circumstances:

1. The officer is terminated or discharged as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; the officer resigns or retires while under administrative investigation for the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; or the officer is arrested, indicted, or charged with criminal offenses as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; and

2. The officer's actions are intentional, egregious, deliberately indifferent, or constitute a standard of fault of gross negligence or higher.

If the City is obligated or agrees to provide a legal defense under this Section, the choice of defense attorney shall be at the sole discretion of the City.

The City is not obligated to indemnify the officer for any judgement, including money judgments, injunctive relief, and attorney's fees, rendered against him in any civil action unless explicitly required by law to indemnify the officer.

SECTION III

To the extent required by law, in the event there is any criminal action filed against any full-time sworn police officer for actions in the performance or furtherance of their official duties (that is, within the course and scope of their employment), and the officer was acting in good faith, the City agrees to indemnify and/or reimburse said officer for reasonable attorney's fees incurred by the officers on account of the institution of prosecution in the event that the officer is found not guilty of any criminal action. The obligation to reimburse the officer shall not occur until the charges are formally dismissed or finally adjudicated in court and period for taking an appeal has expired.

An officer may waive his right to reimbursement prior to the dismissal of charges.

ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION

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

equally with the CITY the responsibility for applying the provisions ofthe Agreement. All reference to employees in the Agreement designates both sexes, and wherever the male gender is used shall be construed to include male and female employees.

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

The UNION assures that under the Non-Discrimination policy, no person represented under the provisions of the Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, or marital status be deniedthe benefits or be subject to the discrimination under any of its programs or activities.

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

ARTICLE XX: SAVINGS CLAUSE

SECTION I

If any provisions of the Agreement are subsequently declared by proper legislative body or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions or the Agreement shall remain in full force and effect for duration of the Agreement. All parties acknowledge that from time to time municipal ordinances, which vary the terms of this Agreement, may be passed and that the execution and acceptance of the Agreement by the CITY is not a waiver of the CITY'S rights to pass such ordinances.

ARTICLE XXI: CONTRACT TERM

SECTION I

The term of this agreement shall be for two (2) years, from _____,the date the Agreement takes effect, to_____, the date the Agreement expires and is no longer in effect. Notwithstanding the foregoing, if, during the term of the Agreement, the City and the Union agree to re-open the Agreement, the Agreement shall continue in fullforce and effect pending the outcome of negotiations.

SIGNATURE PAGE

CITY OF MONROE

Friday Ellis,
Mayor

MONROE POLICE LOCAL #81 IUPA, AFL-CIO

Timothy Antley, President

Chris Turner, Vice-President

ORDINANCE

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

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ACQUIRE A CERTAIN PARCEL OF REAL PROPERTY FROM BRICKS & TIMBERS, LLC, SITUATED IN OUACHITA PARISH WITH A MUNICIPAL ADDRESS OF 205, 209, 215 & 305 WALNUT STREET, MONROE, LA, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe would like to acquire 205, 209, 215 & 305 Walnut Street, Monroe, LA (legal description attached hereto as "Exhibit A") currently owned by Bricks & Timbers, LLC for development purposes;

WHEREAS, Appraisal Consultants, LLC prepared an appraisal dated September 24, 2021, with the appraised value at $1,450,000.00. A copy of a portion of the appraisal is attached hereto;

WHEREAS, the City of Monroe and Bricks & Timbers, LLC have agreed upon a purchase price of One Million Four Hundred Forty-four Thousand One Hundred Sixty-Eight and no/100 Dollars ($1,444,168.00); and

WHEREAS, the funds to purchase this property will come from excess revenues.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that Mayor Friday Ellis is hereby authorized and empowered for and on behalf of the City of Monroe to execute any necessary documents related to this transaction and is authorized to acquire the following described property for the sum of $1,444,168.00, to-wit:

205, 209, 215 & 305 Walnut Street, Monroe, LA
A more detailed property description attached hereto and made a part hereof entitled Exhibit A

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

This Ordinance was **INTRODUCED** on the _____ day of October 2021.

NOTICE PUBLISHED on the ____ day of _____ 2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the __ day of _____, 2021.

_____
CHAIRMAN

_____
COUNCIL CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is hereby entered this date, by and between The City of Monroe, (hereinafter referred to as the "Buyer"), and Bricks & Timbers, LLC, (hereinafter referred to as the "Seller").

RECITALS:

A. Seller is the owner of certain immovable property: 205, 209, 215 & 305 Walnut Street, Monroe LA (legal description attached hereto "Exhibit A")

B. Buyer desires to purchase: 205, 209, 215 & 305 Walnut Street, Monroe, LA as more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference (said portion of Seller's tract, together with all improvements and fixtures thereon and all rights, privileges, servitudes, benefits, and agreements appurtenant thereto, is hereinafter referred to as the "Property").

C. Seller desires to sell the Property and Buyer desires to purchase the Property in accordance with the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual rights and obligations hereunder, Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the terms and conditions hereinafter set forth.

1. Deposit. Within five (5) business days after the Effective Date of this Agreement, Buyer shall deliver to Buyer's "Escrow Agent" a deposit in the amount of TEN THOUSAND and no/100 Dollars ($10,000.00) in the form of Buyer's check (the "Deposit"). The Deposit shall be applied to the Purchase Price at Closing. If Buyer does not terminate this Agreement under any right of termination granted under any provision of this Agreement and Closing fails to occur through no fault of Seller, then the Deposit shall be non-refundable and shall be delivered to Seller. The Deposit shall not be earnest money.

2. Purchase Price; Payment. The purchase price for the Property (the "Purchase Price") shall be: **One Million Four Hundred Forty Four Thousand One Hundred Sixty Eight Dollars ($1,444,168)**. The entire Purchase Price for the Property shall be due and payable as follows:

- $1,434,168 by Buyer in cash or by certified or bank cashier's check or wire transfer of funds at Closing.

4. Investigation of Property. Within ten (10) calendar days after the Effective Date of this Agreement, Seller shall furnish to Buyer copies of all documents, leases, plats, studies, test results, reports and all other materials relating to the Property in Seller's possession or control, including, but not limited to, plats, plans, surveys, environmental reports, title materials, soils reports, zoning notices and approvals and any restrictive covenants (collectively, "Seller's

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Materials"). Seller does not represent the accuracy or correctness of any of Seller's Materials, and Buyer shall use the same at its own risk. Commencing on the Effective Date hereof and for the entire term of this Agreement, Buyer shall have complete access to the Property for the purpose of conducting, at its sole cost and expense, surveys, examinations, measurements, soil borings, soil analyses, engineering tests and studies, environmental tests and studies, economic and/or topographic tests, studies, and such other activities (collectively, the "Studies") as Buyer deems necessary related to planning the use of the Property and in determining whether the Property is suitable for its intended use.

Buyer shall keep the Property free and clear of any liens arising out of work done in the course of performing the Studies and will indemnify, defend and hold Seller harmless from all claims and liabilities asserted against Seller or the Property as a result of any such entry by Buyer, its agents, employees or representatives. If any inspection or test conducted by or expressly on Buyer's behalf disturbs the Property, Buyer will restore the Property to the same condition as existed prior to any such inspection or test, to the extent reasonably practical. The obligations of Buyer under this Paragraph shall survive the termination of this Agreement.

5. Feasibility. For a period of Thirty (30) days after the Effective Date (the "Feasibility Period"), Buyer shall have the right to terminate this Agreement if Buyer determines, for any reason, in its sole discretion, that the Property is not fit for Buyer's intended use or if Buyer determines that the purpose for Buyer's purchase of the Property is not viable or if for any other reason, or for no reason, Buyer determines that it does not desire to complete the purchase of the Property. If Buyer elects to terminate this Agreement during the Feasibility Period, Buyer shall provide Seller with written notice of termination on or before the final day of the Feasibility Period and Buyer shall have the right to receive a full refund of the Deposit, in which case, other than Buyer's indemnification obligations set forth herein, the parties shall have no further rights or obligations under this Agreement. If Buyer fails to give notice terminating this Agreement before the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 5. If this Agreement is terminated by Buyer pursuant to the terms and conditions of this Paragraph 5, the Escrow Agent shall immediately refund the Deposit and any accrued interest thereon to Buyer. Buyer shall also have the right to terminate this Agreement, at any time, if the conditions and contingencies set forth in this Agreement under Paragraphs 17 and 22 are not met and/or fulfilled.

6. Closing Date. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived, and upon Monroe City Council approval, closing under the terms of this Agreement ("Closing") shall be held at the offices of a title company or notary public selected by Buyer (the "Closing Agent") within Sixty (60) calendar days after the expiration of the Feasibility Period (the "Closing Date"). Notwithstanding the foregoing, if at any time prior to that date all conditions precedent to Buyer's obligation to purchase have been satisfied (or, in Buyer's sole discretion, waived by Buyer), then the parties shall consummate the Closing within twenty business days of Buyer's request.

7. Conveyance. The Property is to be conveyed by "as is" act of cash sale (the "Deed") to Buyer or to such person or entity as Buyer may designate prior to or at Closing. Exclusive possession of the Property shall be delivered to Buyer at Closing.

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8. Expenses. Seller shall bear the cost of any title curative work and the cost of obtaining any required subdivision approval and preparing and filing any required subdivision plat. Buyer shall bear the cost of the preparation of the Deed, the cost of the Survey, the expenses of examination of title, the title insurance premium, the recording fees for the Deed and other Closing expenses that are not the responsibility of Seller.

9. Taxes and Rents. Real estate taxes are to be pro-rated as of the Closing Date and paid by Buyer thereafter. Any rents shall also be pro-rated as of the Closing Date.

10. Title. Title to the Property must be good, valid, and merchantable and insurable by a recognized title insurance company of Buyer's selection authorized to do business in the State of Louisiana at regular rates without exception, except for such matters which are acceptable to Buyer, in Buyer's sole discretion. If Buyer, in its sole discretion, finds any of the exceptions to title set forth in the Title Commitment or finds any matter shown on the Survey to be objectionable, Buyer shall, no later than the last day of the Feasibility Period, give written notice to Seller setting forth Buyer's title or survey objections ("Title Objections"). If Buyer fails to give such notice in a timely manner, Buyer shall be deemed to have accepted all title exceptions that are reported in the Title Commitment. If Buyer does give such notice, Buyer shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Title Objections expressly set forth in the notice. Seller agrees to exert diligent efforts to remedy any Title Objections that are mentioned in a timely notice given by Buyer. In the event that Seller is unable to cure any such Title Objections on or before the Closing Date, then Buyer may, at its option, either: (i) terminate this Agreement by delivery of written notice thereof to Seller, whereupon the Deposit and any interest thereon shall be returned to Buyer, and Seller and Buyer shall have no further rights or obligations to one another hereunder, (ii) waive such Title Objections and proceed to Closing, or (iii) extend the Closing Date for a period of time sufficient for Seller to remedy such Title Objections, without Buyer waiving its right to terminate this Agreement in the event that Seller is unable to remedy such Title Objections prior to such extended Closing Date.

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

A. Seller shall not grant any servitudes, rights-of-way or other real rights over or through the Property or further encumber the Property or grant any other rights therein, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion, nor shall Seller construct or install on the Property any improvements or allow any existing improvements, natural deposits, resources, or vegetation thereon to be wasted, removed, sold, or in any way encumbered without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

B. Seller has not received notice of any violations of law or municipal ordinances,

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orders, or requirements noted or issued by any governmental department or authority having jurisdiction over or affecting the Property, nor does Seller have any knowledge of the same.

C. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Closing Date have been (or prior to the Closing Date will be) paid in full, and there are not now, nor shall there be on the Closing Date, mechanics' liens or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there shall be any such liens, Seller shall obtain the release of the same on or before the Closing Date. In connection therewith, Seller agrees, at Closing, to execute any affidavits and/or customary indemnity agreements which may be required by Buyer's title insurance company in order for Buyer to obtain from such title insurance company an owner's policy of title insurance covering the Property without exception for mechanics' liens or rights of parties in possession.

D. To Seller's best information, knowledge and belief, there is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

E. Seller has the power to enter into this Agreement and to consummate the transaction contemplated herein and the execution of this Agreement, the consummation of the transaction contemplated herein does not violate any agreement, contract, or other instrument to which Seller is a party or is bound, and Seller is the owner of and lawfully seized of the Property as of the date of this Agreement and will continue to own and be so seized to the Closing Date.

F. No special assessments have been levied or are threatened or pending against all or any part of the Property and Seller has no knowledge of any intended assessments. If any special assessments are levied, threatened, or pending prior to the Closing Date, Buyer may terminate this Agreement, in which event the Deposit shall be returned to Buyer and thereupon neither party shall have any further rights or obligations one to the other hereunder, unless Seller, at its option, agrees to the payment of the same out of the proceeds of Closing.

G. Seller is not aware of any legal actions, suits, zoning or rezoning actions, or other legal or administrative proceedings pending or threatened against Seller or the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceedings. Seller is not aware of any action, suit, proceeding, or claim affecting Seller or the Property relating to or arising out of the ownership, operation, use or occupancy of the Property pending in any court or by or before any federal, state, parish, or municipal department, commission, board, bureau, agency, or other governmental instrumentality, nor, to the best knowledge of Seller, has any such action, suit, proceeding, or claim been threatened or asserted.

H. Seller shall make Buyer aware of any leases or rental agreements in effect with respect to the Property within five (5) days after the Effective Date and shall provide Buyer with copies of all such leases or rental agreements. Seller shall also provide the last 12 months rent roll payments together with any leases or rental agreements which are in effect as of the Closing and which apply to all or any part of the Property, which shall be assumed by Buyer at Closing as to any and all obligations accruing thereunder from and after the date of Closing. Any tenant security deposits held by Seller shall be paid to Buyer at Closing, and Buyer shall thereafter hold

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Seller harmless for proper disposition of said security deposits.

I. Except as otherwise required hereunder and except for matters of record, there are no contracts, commitments, proffers, obligations, leases, or other agreements of any kind that relate to the Property.

J. Seller warrants that it is the sole owner of the Property and that no other person or entity has or owns an interest in the Property.

All of the representations, warranties, and covenants of Seller contained in this Agreement or in any document delivered to Buyer pursuant to the terms of this Agreement (i) shall be true and correct in all material respects at the Closing Date, just as though the same were made at such time, and (ii) Buyer's rights to enforce such representations, warranties and covenants shall survive the Closing and shall not be merged into any documents delivered by Seller at Closing. Seller shall inform Buyer immediately if any of the foregoing representations and warranties is or becomes untrue or misleading. Buyer shall have the right to require Seller to execute a certificate at Closing confirming the accuracy of the representations and warranties contained in this Agreement.

In the event that, prior to Closing, Buyer learns that any of the representations and warranties set forth in this Paragraph 11 are not true and correct in any respect, then Buyer, at its option, may either: (a) terminate this Agreement by delivery of written notice thereof to Seller and thereupon the Deposit and any interest thereon shall be returned to Buyer and the parties hereto shall have no further rights or obligations to one another hereunder, or (b) waive the breach of such representations and warranties set and proceed to Closing hereunder. In the event that Buyer learns after Closing that any of the representations and warranties set forth in this Paragraph 11 are not true and correct in any respect, then Buyer shall be entitled to assert any cause of action that may be available to Buyer as a result of such breach of the representations and warranties.

12. Default. Default for the purpose of this Agreement shall mean any failure by Seller or Buyer to fulfill all the terms, conditions and covenants contained herein of which a party shall give another party written notice specifying in reasonable detail the facts and circumstances surrounding and the basis for such default, and the failure of the party receiving the notice to cure the claimed default within five (5) days of such notice. However, it shall not be an event of default for either party to exercise its rights to terminate this Agreement as provided herein.

13. Remedies. Upon Seller's default (not cured within applicable cure periods), Buyer's sole remedies shall be to: (a) require specific performance of Seller, (b) cancel this Agreement and obtain a prompt return of the Deposit and any interest thereon, in which case this Agreement shall be terminated and the parties released from all obligations hereunder, or (c) waive such defaults and proceed to Closing. Upon Buyer's default (not cured within applicable cure periods), Seller's sole remedies shall be to: (i) require specific performance of Buyer, or (ii) cancel this Agreement, whereupon this Agreement shall be terminated and both parties released from all obligations hereunder, and the Deposit shall be delivered to Seller. **Specific**

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performance is available to Seller only after approval by the Monroe City Council of the Purchase Price and Purchase of the Subject Property, and upon Buyer's or Seller's failure to execute the required documents, pay the Purchase Price, or deliver possession of the Subject Property. Seller and Buyer agree that forfeiture of the Deposit shall be liquidated damages and not a penalty, and that actual damages resulting to Seller from Buyer's breach of the Agreement would be difficult or impossible to measure because of the uncertainties of the real estate market and fluctuations of property values and differences with respect thereto, and that the Deposit is a reasonable estimate of those damages. Seller shall have no other remedy against Buyer in the event of Buyer's default.

14. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Louisiana.

16. Brokers. Buyer and Seller represent and warrant to each other that they have not dealt with any broker or finder in connection with the transaction contemplated by this Agreement other than Tri State Properties LLC ("Buyers Broker") and John Rea Realty, Inc. ("Sellers Broker"). Seller shall pay a commission pursuant to a separate agreement between Seller and Seller's Broker. Each party agrees to defend, indemnify, and hold harmless the other from and against any and all expense, cost, damage, or liability (including, without limitation, court costs and reasonable attorney's fees, at trial and appeal) resulting from the claim of any other brokers, or those claiming to have performed services in the nature of brokerage or finding services by reason of the indemnifying party's acts. This Paragraph shall survive Closing.

17. Conditions Precedent to Closing. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction, as of Closing, of each of the following conditions:

A. Seller represents and warrants to Buyer that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Seller furnishes Buyer an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1986.

B. The warranties of Seller set forth in Paragraph 11 shall be true and correct.

18. Non-Merger. The provisions of this Agreement shall survive the Closing hereunder and the execution and delivery of the Deed and shall not be merged therein.

19. Total Agreement. This Agreement contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this

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Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

20. Notices. All notices, demands, or other communications that may be necessary or proper hereunder shall be in writing and shall be deemed to be delivered: (i) when received, if delivered by hand or by nationally recognized overnight courier service (costs prepaid), (ii) when transmitted, if telecopied or (iii) two (2) days following deposit of same in a U.S. Postal Service receptacle, if sent by mail, postage prepaid, as registered or certified mail, return receipt requested, addressed as follows:

Buyer:
City of Monroe
Director of Administration:
Stacey Rowell
400 Lea Joyner Memorial Expwy.
Monroe, LA 71201
stacey.rowell@ci.monroe.la.us

Seller:
Bricks and Timbers LLC
3301 Sterlington Road
Monroe, LA 71203

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given shall not affect the validity of notice given in accordance with this Paragraph 20.

21. Assignment. Buyer may assign this Agreement in whole or in part without the prior consent of Seller, and upon any such assignment by Buyer, the assignee shall expressly assume all of Buyer's obligations hereunder; provided, however, that no such assignment or assumption shall relieve Buyer of its obligations under this Agreement.

22. Contingencies: Offer to purchase is contingent upon the following:

a.) The Obligation of the Buyer to pay the Purchase Price is contingent upon the Subject Property appraising for the Purchase Price or greater and the approval of the purchase of the Subject Property and Purchase Price by the Monroe City Council. If the Subject Property fails to appraise for the Purchase Price or greater, Buyer and Seller will have the option to negotiate a mutually agreeable Purchase Price. If no agreement can be reached between the parties concerning the Purchase Price within 10 days following the receipt of the appraisal by Buyer and Seller, then this Agreement shall be null and void and the deposit returned to Buyer.

b.) If the Monroe City Council does not approve the purchase of the Subject Property or the Purchase Price, then this agreement shall be null and void and the deposit returned to Buyer.

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23. Risk of Loss. The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing hereunder and the execution and delivery by Seller to Buyer of the Deed.

24. Expropriation. Seller agrees to give Buyer prompt notice of any actual or threatened taking of all or any portion of the Property by expropriation or eminent domain prior to the Closing Date hereunder. In the event that prior to Closing hereunder there shall occur a taking by expropriation or eminent domain of all or any portion of the Property or a proposed conveyance to a expropriation authority in lieu of expropriation, then **Buyer or Seller, at their option,** may either (i) terminate this Agreement by delivery of written notice thereof to all parties, and thereupon the Deposit shall be returned to Buyer and the parties hereto shall have no further rights or obligations hereunder, or (ii) proceed to Closing hereunder, in which event Seller shall assign to Buyer at Closing all interest of Seller in and to any expropriation proceeds that may be payable to Seller on account of such expropriation and **subsequent to closing** Buyer shall control all negotiations and proceedings undertaken with the expropriation authority with respect to the Property. Buyer shall receive a credit at Closing in the amount of any expropriation proceeds paid to Seller with respect to the Property prior to the Closing Date.

To Seller's best information, knowledge and belief, there is no pending or threatened expropriation or similar proceeding affecting the Property or any part thereof and Seller explicitly states that no contact, communication or documentation has been received from any entity regarding expropriation.

Buyer hereby waives all rights to expropriation of the Property prior to expiration or termination of this agreement.

25. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

26. Weekends and Holidays. Any date specified in this Agreement for the performance of an obligation or expiration of a time period which is a Saturday, Sunday or a legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or a legal holiday.

27. Counterpart Originals. This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. A signed copy of this Agreement transmitted by facsimile or electronic mail transmission shall be as binding upon the signatory as would be delivery of the original document containing an original signature.

28. Construction; Severability. Each party hereto and its counsel have reviewed and revised this Agreement, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be applicable in the construction and interpretation of this Agreement. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

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unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

29. Litigation. In the event that any party is required to resort to litigation to enforce its rights under this Agreement, Seller and Buyer agree that any judgment awarded to the prevailing party may include all litigation expenses of the substantially prevailing party, including (without limitation) actual attorneys' fees and court costs.

30. Time of the Essence. Time is of the essence of this Agreement.

31. Confidentiality. Seller and Buyer agree that the contents of this Agreement and any subsequent agreement between Seller and Buyer are strictly confidential and that neither party will disclose the contents to any other person, firm or corporation except on a need-to-know basis, until the Agreement is sent to the Monroe City Council for approval. Seller shall not reveal the identity of Buyer to any third person. Notwithstanding the foregoing, Seller understands that Buyer is a governmental entity and that records relating to this Agreement are public records, including, but not limited to, any communications between the parties, funds documents reflecting funds expended under or in connection with this Agreement, and the Agreement itself. Buyer is expressly authorized to produce all public records pursuant to the Louisiana Public Records Act in response to a request under the Public Records Act. Further, Buyer is not prohibited from sharing the contents of this Agreement with any internal or external auditors.

32. Offer and Acceptance. This Agreement has been executed by Buyer as an offer by Buyer to Seller consistent with the terms set forth herein and shall be open for acceptance by Seller through 6:00 p.m. Central time on **August 21st 2021**. If Buyer has for any reason not received an original or copy of this Agreement, containing the signature of both parties, on or before 6:00 p.m. Central time on **August 21st 2021**, then Buyer's offer shall be considered as automatically revoked and withdrawn and cannot thereafter be accepted by Seller without the written consent of Buyer.

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The parties hereto have caused this Agreement to be executed as of the later of the dates set forth below, the later of which date shall be the Effective Date for all purposes of this Agreement.

BUYER: The City of Monroe

DocuSigned by:
Stacey Rowell
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By: _____
Director of Administration: Stacey Rowell

Date: 8/21/2021, 2021

SELLER:

By: Matt Sanderson dotloop verified 08/21/21 8:40 AM CDT 06HP-WSEN-NXJH-CVBL

Date: _____, 2021

dotloop signature verification: dtlo.op/Vyk-xxqN-7xei
DocuSign Envelope ID: 79525C8C-F27A-4569-A0A9-8E5265D92108

EXHIBIT 'A'

OUACHITA PARISH ASSESSOR'S LEGAL DESCRIPTION OF EACT TRACT

LOT IN SQ BOUNDED N BY BREARD STE BY WALNUT ST, S BY JEFFERSONST, W BY OUACHITA RIVER, FRTG113 FT ON W SIDE WALNUT ST,DEPTH TO V S & P SWITCH TRACK-SOLD 0.051 ACS BK 2562-464 R#135071-

&

LOT FRTG 80 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACT R/WBOUNDED N BY OUACHITA COCA COLABOTTLING CO & E BY WALNUT ST & SBY SWIFT & CO -209 WALNUT ST-

&

LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACK-

&

LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO V S & P SWITCHTRACK

dotloop signature verification: [illegible]

ADDENDUM No. 1

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning property located in Monroe, Louisiana and further described below.

LOT IN SQ BOUNDED N BY BREARD STE BY WALNUT ST, S BY JEFFERSONST, W BY OUACHITA RIVER, FRTG113 FT ON W SIDE WALNUT ST,DEPTH TO V S & P SWITCH TRACK-SOLD 0.051 ACS BK 2562-464 R#135071-
&
LOT FRTG 80 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACT R/WBOUNDED N BY OUACHITA COCA COLABOTTLING CO & E BY WALNUT ST & SBY SWIFT & CO -209 WALNUT ST-
&
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACK- &
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO V S & P SWITCHTRACK

Buyer: CITY OF MONROE

Seller: BRICKS & TIMBERS, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Thirty (30) Calendar Days to Thirty Seven (37) Calendar Days.
2. The Closing Date shall be within Fifty Three (53) Calendar Days of the expiration of the Feasibility Period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

Tracy Rowell 9/10/2021

By: Date

Seller: BRICKS & TIMBERS, LLC

Matt Sanderson dotloop verified 09/13/21 11:14 AM CDT KGTH-XQ9X-JUWL-ABOQ

By: Date

dotloop signature verification: dtlp.us/Rq8L-Rew-Nwec

ADDENDUM No. 2

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning property located in Monroe, Louisiana and further described below.

LOT IN SQ BOUNDED N BY BREARD STE BY WALNUT ST, S BY JEFFERSONST, W BY OUACHITA RIVER, FRTG113 FT ON W SIDE WALNUT ST,DEPTH TO V S & P SWITCH TRACK-SOLD 0.051 ACS BK 2562-464 R#135071-
&
LOT FRTG 80 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACT R/WBOUNDED N BY OUACHITA COCA COLABOTTLING CO & E BY WALNUT ST & SBY SWIFT & CO -209 WALNUT ST-
&
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACK- &
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO V S & P SWITCHTRACK

Buyer: CITY OF MONROE

Seller: BRICKS & TIMBERS, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Thirty Seven (37) Calendar Days to Fifty One (51) Calendar Days.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

By: Larry Rowell 10/4/2021
Date

Seller: BRICKS & TIMBERS, LLC

Matt Sanderson dotloop verified 10/04/21 5:06 PM CDT VMRV-YXKI-YWQ2-B6JB

By: Date

ADDENDUM No. 3

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning property located in Monroe, Louisiana and further described below.

LOT IN SQ BOUNDED N BY BREARD STE BY WALNUT ST, S BY JEFFERSONST, W BY OUACHITA RIVER, FRTG113 FT ON W SIDE WALNUT ST,DEPTH TO V S & P SWITCH TRACK-SOLD 0.051 ACS BK 2562-464 R#135071-
&
LOT FRTG 80 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACT R/WBOUNDED N BY OUACHITA COCA COLABOTTLING CO & E BY WALNUT ST & SBY SWIFT & CO -209 WALNUT ST-
&
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACK- &
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO V S & P SWITCHTRACK

Buyer: CITY OF MONROE

Seller: BRICKS & TIMBERS, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Fifty One (51) Calendar Days to Fifty Nine (59) Calendar Days.

2. The Closing Date shall be within Forty Five (45) Calendar Days of the expiration of the Feasibility Period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

10/11/21

By: Date

Seller: BRICKS & TIMBERS, LLC

10-11-21

By: Date

ADDENDUM No. 4

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning property located in Monroe, Louisiana and further described below.

LOT IN SQ BOUNDED N BY BREARD STE BY WALNUT ST, S BY JEFFERSONST, W BY OUACHITA RIVER, FRTG113 FT ON W SIDE WALNUT ST,DEPTH TO V S & P SWITCH TRACK-SOLD 0.051 ACS BK 2562-464 R#135071-
&
LOT FRTG 80 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACT R/WBOUNDED N BY OUACHITA COCA COLABOTTLING CO & E BY WALNUT ST & SBY SWIFT & CO -209 WALNUT ST-
&
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO OUACHITA RIVER-EXCEPT V S & P SWITCH TRACK- &
LOT FRTG 100 FT ON W SIDE WALNUTST, DEPTH TO V S & P SWITCHTRACK

Buyer: CITY OF MONROE

Seller: BRICKS & TIMBERS, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Purchase Agreement is hereby amended to add Section 33 to the agreement to read as follows:

   33. Shared Parking Agreement: In further consideration of the mutual obligations hereunder, Buyer agrees to enter into negotiations concerning a Shared Parking Agreement with Ouachita Riverhouse, LLC (Riverhouse) which agreement shall address, without limitation, the following items:

   A. A specific description of the parking lot area (PLA).

   B. Subject to further detail and negotiation, designation of specific parking spaces in favor of Riverhouse (suggested to be the southside of the parking lot adjacent to Riverhouse immovalbe property with the remaining parking spaces in the PLA to be shared by Buyer and Riverhouse), and the respective responsibilities of the parties concerning enforcement of the parking designation.

   C. Subject to further detail and negotiation, provisions relating to limitation of parking by construction workers and construction vehicles in the PLA during any period of construction relating to the building located adjacent to and north of the PLA. Any such provision shall make allowance for construction to occur on the immovable property adjacent to the PLA.

   D. Subject to further detail and negotiation, provisions relating to parking and offloading of delivery trucks servicing Buyer and/or Riverhouse.

MDS

E. Subject to further detail and negotiation, a commitment by Buyer to make improvements to the PLA consistent with those improvements made to the remaining immovable property subject to this agreement.

F. Subject to further detail and negotiation, provisions providing that upon commencement of improvements to the PLA, a certain time within which Buyer will complete improvements to the PLA to reduce adverse consequences to Riverhouse's business or arrangements to mitigate any adverse consequences.

G. Subject to further detail and negotiation, provisions providing sharing the future costs of maintenance and repair associated with the PLA after initial improvements have been completed.

2. The Purchase Agreement and sale is made contingent on Buyer's final approval and acceptance of a Shared Parking Agreement contemplated by Section 33.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

Tracy Rowell 10/19/2021

By: Date

Seller: BRICKS & TIMBERS, LLC

10-19-21

By: Date

SUBJECT: City of Monroe
DATE: 10/06/21

LEGAL DESCRIPTION OF 2.005 ACRES FRONTING ON WALNUT STREET

A tract of land in the irregular block bounded on the south by the Kansas City Southern Railroad, on the north by Breard Street, on the east by Walnut Street and on the west by the Ouachita River, being in Section 50, Township 18 North, Range 3 East, Land District North of Red River, Monroe, Ouachita Parish, Louisiana, and being more particularly described as follows, to-wit:

BEGINNING at a cotton spindle found marking the most northerly corner of the 0.051 acre tract conveyed to Ouachita Riverhouse, LLC as recorded in Conveyance Book 2562, Page 464 in the parish records, said point lying on the westerly line of Walnut Street; thence along the northerly line of said Riverhouse tract, S56°26'36"W 162.63 feet to a 5/8 inch iron bar found marking the most westerly corner thereof, said point also being the most northerly corner of the 0.012 acre tract acquired by said Riverhouse as recorded in Conveyance Book 2562, Page 456 in the parish records and the most easterly corner of the remaining Laty McPhee, LLC property as recorded in Conveyance Book 2582, Page 462, less and except said 0.012 acre tract, in the parish records; thence northerly along the curving easterly line of said McPhee property 26.30 feet to a 5/8 inch iron bar found marking the point of tangency of said curve, being a tangent curve to the right having a radius of 286.56 feet and a chord bearing N65°34'36"W 26.29 feet; thence along the easterly line of said McPhee property, N61°51'51"W 13.23 feet to a chiseled "X" in concrete pavement marking the point of curvature of a tangent curve to the right having a radius of 285 feet and a chord bearing N48°11'27"W 134.19 feet; thence northerly along the curving easterly line of said McPhee property 135.47 feet to a 5/8 inch iron bar found marking the point of tangency of said curve; thence along the easterly line of said McPhee property, N34°35'59"W 204.95 feet to a 1/2 inch iron bar set marking the most southerly corner of the Clifford M. Strauss, Trustee property fronting on Walnut Street; thence along the southerly line thereof, N54°30'44"E 256.78 feet to the most northerly corner of a brick column on the westerly line of Walnut Street, said point being the most easterly corner of said Strauss property; thence along the westerly line of Walnut Street, S31°31'29"E 101.05 feet to a 3/4 inch iron pipe found; thence along said street, S30°59'17"E 112.63 feet to a PK nail set in concrete; thence along said street, S24°34'21"E 100.41 feet to a cotton spindle found; thence along said street, S23°10'25"E 65.74 feet to the POINT OF BEGINNING, containing 2.005 acres, and being subject to any rights or servitudes of record or of use.

This legal description is based on a survey I completed this date. Bearings are geodetic and are based on GPS observations.

Don W. Antley, PLS
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

EXHIBIT

A

SUBJECT: City of Monroe
DATE: 10/06/21

LEGAL DESCRIPTION OF 1.0 ACRES FRONTING ON OUACHITA RIVER

A tract of land in the irregular block bounded on the south by the Kansas City Southern Railroad, on the north by Breard Street, on the east by Walnut Street and on the west by the Ouachita River, being in Section 50, Township 18 North, Range 3 East, Land District North of Red River, Monroe, Ouachita Parish, Louisiana, and being more particularly described as follows, to-wit:

Commencing at a cotton spindle found marking the most northerly corner of the 0.051 acre tract conveyed to Ouachita Riverhouse, LLC as recorded in Conveyance Book 2562, Page 464 in the parish records, said point lying on the westerly line of Walnut Street; thence along the northerly line of said Riverhouse tract, S56°26'36"W 162.63 feet to a 5/8 inch iron bar found marking the most westerly corner thereof, said point also being the most northerly corner of the 0.012 acre tract acquired by said Riverhouse as recorded in Conveyance Book 2562, Page 456 in the parish records and the most easterly corner of the remaining Laty McPhee, LLC property as recorded in Conveyance Book 2582, Page 462, less and except said 0.012 acre tract, in the parish records; thence along the northerly line of said 0.012 acre tract, S56°26'36"W 35.80 feet to a 5/8 inch iron bar found marking the most westerly corner thereof, the POINT OF BEGINNING; thence southeasterly along the curving westerly line thereof, 16.80 feet to a chiseled "X" in the top of the concrete flood wall marking the most southerly corner thereof, said curve being a curve to the left having a radius of 316.56 feet and a chord bearing S66°03'19"E 16.80 feet; thence along the northerly line of the Ouachita Riverhouse, LLC property, S56°26'36"W 138.81 feet to a 1/2 inch iron bar set; thence continue on the last described course 3 feet to the water's edge of the Ouachita River; thence northerly, or upstream, along said riverbank 380.4 feet, more or less, to the point where the southerly line of the Clifford M. Strauss, Trustee property intersects the riverbank; thence along said Strauss property line, N54°30'44"E 3 feet to a 1/2 inch iron bar set; thence continue on the last described course 125.87 feet to a 1/2 inch iron bar set at the intersection of said Strauss property line with the westerly line of said McPhee property; thence along the westerly line of said McPhee property, S34°36'37"E 204.56 feet to a 5/8 inch iron bar found marking the point of curvature of a tangent curve to the left having a radius of 315 feet and a chord bearing S48°14'07"E 148.29 feet; thence southerly along said curving property line, 149.69 feet to a 5/8 inch iron bar found marking the point of tangency of said curve; thence along said property line, S61°51'52"E 13.51 feet to a 5/8 inch iron bar found marking the point of curvature of a tangent curve to the left having a radius of 316.56 feet and a chord bearing S63°37'58"E 8.81 feet; thence southerly along the curving westerly line of said McPhee property 8.81 feet to the POINT OF BEGINNING, containing 1.0 acres, and being subject to any rights or servitudes of record or of use.

This legal description is based on a survey I completed this date. Bearings are geodetic and are based on GPS observations.

Don W. Antley, PLS
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

Appraisal Consultants, LLC

AJ Burns Appraisal
407 North 7th Street
West Monroe, LA 71291

Phone: 318-323-1227

Email: Info@ AJBurnsAppraisal.com

A. J. Burns, Jr.

Commercial Building
205 Walnut St.
Monroe, LA 71201

Prepared For:
City of Monroe
P.O. Box 125
Monroe, LA 71201

Appraisal Consultants, LLC

AJ Burns Appraisal
407 North 7th Street
West Monroe, LA 71291

Phone: 318-323-1227

Email: Info@ AJBurnsAppraisal.com

A. J. Burns, Jr.

September 24, 2021

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 125
Monroe, LA 71201

RE: Appraisal Of
Commercial Building
205 Walnut St.
Monroe, LA 71201

Dear Ms. Mary Lou Harrison :

The purpose of this report is to is to provide the appraiser's opinion of the Market Value of the subject property as of September 24, 2021. This appraisal report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed. The Direct Sales Comparison Approach is the only reliable indicator of value, and was the only approach developed.

Lot and building sales in the subject neighborhood and substitute locations were verified and analyzed. This appraisal report provides the appraiser's opinion of market value for the subject real property.

Additional Scope of Work details are in the addenda.

Property:

83,000.00	s.f. ±	Lot
113,888.00	s.f. ±	Commercial Building
365.00	FF ±	Riverfront (Excess Land)

Interest Valued:	**FEE SIMPLE**
Effective Date of Value:	**9/24/2021**
Date of Report:	**9/24/2021**

DEFINITION OF "MARKET VALUE:"

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition
Office of Comptroller of Currency 12 CFR. Part 34 Sub Part C - Appraisals

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, in decisions related to corporate planning and assist in negotiating the purchase of the property.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information on comparable land sales to estimate the value of the lot; analyzed building sales data,
4. developed the direct sales comparison approach to value for the subject buildings.

The resulting Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

MARKET EXPOSURE TIME: The market exposure time for the subject is estimated to be eight months, if priced near the market value. The market exposure time is based on analysis of sales.

By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that Market Value of the fee simple interest in the subject property as of Effective Date: September 24, 2021 , was:

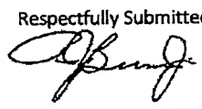
One Million Four Hundred Fifty Thousand Dollars
$1,450,000.00

Allocated as:

Land:	$460,000.00
Building Site Improvements:	$670,000.00
Excess Land (Riverfront):	$320,000.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,



A J Burns Jr.
Louisiana General Appraiser
LAG 341

ORDINANCE

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ACQUIRE A CERTAIN PARCEL OF REAL PROPERTY FROM LATY MCPHEE, LLC, SITUATED IN OUACHITA PARISH WITH A MUNICIPAL ADDRESS OF (NO SITUS) NORTH GRAND STREET, MONROE, LA, (MORE PARTICULARLY DESCRIBED BELOW), AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe would like to acquire (NO SITUS) North Grand Street, which is located directly behind 205, 209, 215, 305, 319 and 323 Walnut Street, Monroe, LA, and referenced as Parcel #123678 with the Ouachita Parish Tax Assessor, currently owned by Laty McPhee, LLC for development purposes; and

WHEREAS, Appraisal Consultants, LLC prepared an appraisal dated September 8, 2021, with the appraised value at $50,000.00. A copy of a portion of the appraisal is attached hereto; and

WHEREAS, the City of Monroe and Laty McPhee LLC have agreed upon a purchase price of Fifty Thousand and no/100 Dollars ($50,000.00).

WHEREAS, the funds to purchase this property will come from excess revenue.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that Friday Ellis, Mayor, be and he is hereby authorized and empowered for and on behalf of the City of Monroe to execute any necessary documents related to this transaction and is authorized to acquire the following described property for the sum of $50,000.00 to-wit:

(No Situs) North Grand St.
Parcel #123678 Per Ouachita Parish Tax Assessor

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18-33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48-15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

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

This Ordinance was **INTRODUCED** on the _____ day of October 2021.

NOTICE PUBLISHED on the ____ day of _____ 2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___ day of _____ 2021.

CHAIRMAN

CLERK OF THE COUNCIL

MAYOR'S APPROVAL

MAYOR'S VETO

dotloop signature verification:
DocuSign Envelope ID: B11FEBBA-174E-4066-9493-373C75994727

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is hereby entered this date, by and between The City of Monroe, (hereinafter referred to as the "Buyer"), and Laty Mcphee, LLC, (hereinafter referred to as the "Seller").

RECITALS:

A. Seller is the owner of certain immovable property further described in "Exhibit A"

B. Buyer desires to purchase the property more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference (said portion of Seller's tract, together with all improvements and fixtures thereon and all rights, privileges, servitudes, benefits, and agreements appurtenant thereto, is hereinafter referred to as the "Property").

C. Seller desires to sell the Property and Buyer desires to purchase the Property in accordance with the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual rights and obligations hereunder, Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the terms and conditions hereinafter set forth.

1. Deposit. Within five (5) business days after the Effective Date of this Agreement, Buyer shall deliver to Buyer's Escrow Agent" a deposit in the amount of ONE THOUSAND and no/100 Dollars ($1,000.00) in the form of Buyer's check (the "Deposit"). The Deposit shall be applied to the Purchase Price at Closing. If Buyer does not terminate this Agreement under any right of termination granted under any provision of this Agreement and Closing fails to occur through no fault of Seller, then the Deposit shall be non-refundable and shall be delivered to Seller. The Deposit shall not be earnest money.

2. Purchase Price; Payment. The purchase price for the Property (the "Purchase Price") shall be: **Fifty Thousand Dollars ($50,000.00)**. The entire Purchase Price for the Property shall be due and payable as follows:

- $49,000.00 by Buyer in cash or by certified or bank cashier's check or wire transfer of funds at Closing.

4. Investigation of Property. Within ten (10) calendar days after the Effective Date of this Agreement, Seller shall furnish to Buyer copies of all documents, leases, plats, studies, test results, reports and all other materials relating to the Property in Seller's possession or control, including, but not limited to, plats, plans, surveys, environmental reports, title materials, soils reports, zoning notices and approvals and any restrictive covenants (collectively, "Seller's Materials"). Seller does not represent the accuracy or correctness of any of Seller's Materials, and Buyer shall use the same at its own risk. Commencing on the Effective Date hereof and for the entire term of this Agreement, Buyer shall have complete access to the Property for the purpose of

dotloop signature verification:
DocuSign Envelope ID: B11FEBBA-174E-4066-9493-373C75994727

conducting, at its sole cost and expense, surveys, examinations, measurements, soil borings, soil analyses, engineering tests and studies, environmental tests and studies, economic and/or topographic tests, studies, and such other activities (collectively, the "Studies") as Buyer deems necessary related to planning the use of the Property and in determining whether the Property is suitable for its intended use.

Buyer shall keep the Property free and clear of any liens arising out of work done in the course of performing the Studies and will indemnify, defend and hold Seller harmless from all claims and liabilities asserted against Seller or the Property as a result of any such entry by Buyer, its agents, employees or representatives. If any inspection or test conducted by or expressly on Buyer's behalf disturbs the Property, Buyer will restore the Property to the same condition as existed prior to any such inspection or test, to the extent reasonably practical. The obligations of Buyer under this Paragraph shall survive the termination of this Agreement.

5. Feasibility. For a period of Thirty (30) days after the Effective Date (the "Feasibility Period"), Buyer shall have the right to terminate this Agreement if Buyer determines, for any reason, in its sole discretion, that the Property is not fit for Buyer's intended use or if Buyer determines that the purpose for Buyer's purchase of the Property is not viable or if for any other reason, or for no reason, Buyer determines that it does not desire to complete the purchase of the Property. If Buyer elects to terminate this Agreement during the Feasibility Period, Buyer shall provide Seller with written notice of termination on or before the final day of the Feasibility Period and Buyer shall have the right to receive a full refund of the Deposit, in which case, other than Buyer's indemnification obligations set forth herein, the parties shall have no further rights or obligations under this Agreement. If Buyer fails to give notice terminating this Agreement before the expiration of the Feasibility Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Paragraph 5. If this Agreement is terminated by Buyer pursuant to the terms and conditions of this Paragraph 5, the Escrow Agent shall immediately refund the Deposit and any accrued interest thereon to Buyer. Buyer shall also have the right to terminate this Agreement, at any time, if the conditions and contingencies set forth in this Agreement under Paragraphs 17 and 22 are not met and/or fulfilled.

6. Closing Date. In the event all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived, and upon Monroe City Council approval, closing under the terms of this Agreement ("Closing") shall be held at the offices of a title company or notary public selected by Buyer (the "Closing Agent") within Sixty (60) calendar days after the expiration of the Feasibility Period (the "Closing Date"). Notwithstanding the foregoing, if at any time prior to that date all conditions precedent to Buyer's obligation to purchase have been satisfied (or, in Buyer's sole discretion, waived by Buyer), then the parties shall consummate the Closing within twenty business days of Buyer's request.

7. Conveyance. The Property is to be conveyed by "as is" act of cash sale (the "Deed") to Buyer or to such person or entity as Buyer may designate prior to or at Closing. Exclusive possession of the Property shall be delivered to Buyer at Closing.

8. Expenses. Seller shall bear the cost of any title curative work and the cost of obtaining any required subdivision approval and preparing and filing any required subdivision plat.

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Buyer shall bear the cost of the preparation of the Deed, the cost of the Survey, the expenses of examination of title, the title insurance premium, the recording fees for the Deed and other Closing expenses that are not the responsibility of Seller.

9. Taxes and Rents. Real estate taxes are to be pro-rated as of the Closing Date and paid by Buyer thereafter. Any rents shall also be pro-rated as of the Closing Date.

10. Title. Title to the Property must be good, valid, and merchantable and insurable by a recognized title insurance company of Buyer's selection authorized to do business in the State of Louisiana at regular rates without exception, except for such matters which are acceptable to Buyer, in Buyer's sole discretion. If Buyer, in its sole discretion, finds any of the exceptions to title set forth in the Title Commitment or finds any matter shown on the Survey to be objectionable, Buyer shall, no later than the last day of the Feasibility Period, give written notice to Seller setting forth Buyer's title or survey objections ("Title Objections"). If Buyer fails to give such notice in a timely manner, Buyer shall be deemed to have accepted all title exceptions that are reported in the Title Commitment. If Buyer does give such notice, Buyer shall be deemed to have accepted all title exceptions reported in the Title Commitment other than the Title Objections expressly set forth in the notice. Seller agrees to exert diligent efforts to remedy any Title Objections that are mentioned in a timely notice given by Buyer. In the event that Seller is unable to cure any such Title Objections on or before the Closing Date, then Buyer may, at its option, either: (i) terminate this Agreement by delivery of written notice thereof to Seller, whereupon the Deposit and any interest thereon shall be returned to Buyer, and Seller and Buyer shall have no further rights or obligations to one another hereunder, (ii) waive such Title Objections and proceed to Closing, or (iii) extend the Closing Date for a period of time sufficient for Seller to remedy such Title Objections, without Buyer waiving its right to terminate this Agreement in the event that Seller is unable to remedy such Title Objections prior to such extended Closing Date.

11. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following are true, accurate and complete as of the Effective Date and will be true, accurate and complete as of Closing:

A. Seller shall not grant any servitudes, rights-of-way or other real rights over or through the Property or further encumber the Property or grant any other rights therein, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion, nor shall Seller construct or install on the Property any improvements or allow any existing improvements, natural deposits, resources, or vegetation thereon to be wasted, removed, sold, or in any way encumbered without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

B. Seller has not received notice of any violations of law or municipal ordinances, orders, or requirements noted or issued by any governmental department or authority having jurisdiction over or affecting the Property, nor does Seller have any knowledge of the same.

C. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the Closing Date have been (or prior to the Closing Date will be) paid in full, and there are not now, nor shall there be on the Closing Date, mechanics' liens

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or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there shall be any such liens, Seller shall obtain the release of the same on or before the Closing Date. In connection therewith, Seller agrees, at Closing, to execute any affidavits and/or customary indemnity agreements which may be required by Buyer's title insurance company in order for Buyer to obtain from such title insurance company an owner's policy of title insurance covering the Property without exception for mechanics' liens or rights of parties in possession.

D. To Seller's best information, knowledge and belief, there is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

E. Seller has the power to enter into this Agreement and to consummate the transaction contemplated herein and the execution of this Agreement, the consummation of the transaction contemplated herein does not violate any agreement, contract, or other instrument to which Seller is a party or is bound, and Seller is the owner of and lawfully seized of the Property as of the date of this Agreement and will continue to own and be so seized to the Closing Date.

F. No special assessments have been levied or are threatened or pending against all or any part of the Property and Seller has no knowledge of any intended assessments. If any special assessments are levied, threatened, or pending prior to the Closing Date, Buyer may terminate this Agreement, in which event the Deposit shall be returned to Buyer and thereupon neither party shall have any further rights or obligations one to the other hereunder, unless Seller, at its option, agrees to the payment of the same out of the proceeds of Closing.

G. Seller is not aware of any legal actions, suits, zoning or rezoning actions, or other legal or administrative proceedings pending or threatened against Seller or the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceedings. Seller is not aware of any action, suit, proceeding, or claim affecting Seller or the Property relating to or arising out of the ownership, operation, use or occupancy of the Property pending in any court or by or before any federal, state, parish, or municipal department, commission, board, bureau, agency, or other governmental instrumentality, nor, to the best knowledge of Seller, has any such action, suit, proceeding, or claim been threatened or asserted.

H. Seller shall make Buyer aware of any leases or rental agreements in effect with respect to the Property within five (5) days after the Effective Date and shall provide Buyer with copies of all such leases or rental agreements. Seller shall also provide the last 12 months rent roll payments together with any leases or rental agreements which are in effect as of the Closing and which apply to all or any part of the Property, which shall be assumed by Buyer at Closing as to any and all obligations accruing thereunder from and after the date of Closing. Any tenant security deposits held by Seller shall be paid to Buyer at Closing, and Buyer shall thereafter hold Seller harmless for proper disposition of said security deposits.

I. Except as otherwise required hereunder and except for matters of record, there are no contracts, commitments, proffers, obligations, leases, or other agreements of any kind that relate to the Property.

J. Seller warrants that it is the sole owner of the Property and that no other person or

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entity has or owns an interest in the Property.

All of the representations, warranties, and covenants of Seller contained in this Agreement or in any document delivered to Buyer pursuant to the terms of this Agreement (i) shall be true and correct in all material respects at the Closing Date, just as though the same were made at such time, and (ii) Buyer's rights to enforce such representations, warranties and covenants shall survive the Closing and shall not be merged into any documents delivered by Seller at Closing. Seller shall inform Buyer immediately if any of the foregoing representations and warranties is or becomes untrue or misleading. Buyer shall have the right to require Seller to execute a certificate at Closing confirming the accuracy of the representations and warranties contained in this Agreement.

In the event that, prior to Closing, Buyer learns that any of the representations and warranties set forth in this Paragraph 11 are not true and correct in any respect, then Buyer, at its option, may either: (a) terminate this Agreement by delivery of written notice thereof to Seller and thereupon the Deposit and any interest thereon shall be returned to Buyer and the parties hereto shall have no further rights or obligations to one another hereunder, or (b) waive the breach of such representations and warranties set and proceed to Closing hereunder. In the event that Buyer learns after Closing that any of the representations and warranties set forth in this Paragraph 11 are not true and correct in any respect, then Buyer shall be entitled to assert any cause of action that may be available to Buyer as a result of such breach of the representations and warranties.

12. Default. Default for the purpose of this Agreement shall mean any failure by Seller or Buyer to fulfill all the terms, conditions and covenants contained herein of which a party shall give another party written notice specifying in reasonable detail the facts and circumstances surrounding and the basis for such default, and the failure of the party receiving the notice to cure the claimed default within five (5) days of such notice. However, it shall not be an event of default for either party to exercise its rights to terminate this Agreement as provided herein.

13. Remedies. Upon Seller's default (not cured within applicable cure periods), Buyer's sole remedies shall be to: (a) require specific performance of Seller, (b) cancel this Agreement and obtain a prompt return of the Deposit and any interest thereon, in which case this Agreement shall be terminated and the parties released from all obligations hereunder, or (c) waive such defaults and proceed to Closing. Upon Buyer's default (not cured within applicable cure periods), Seller's sole remedies shall be to: (i) require specific performance of Buyer, or (ii) cancel this Agreement, whereupon this Agreement shall be terminated and both parties released from all obligations hereunder, and the Deposit shall be delivered to Seller. **Specific performance is available to Seller only after approval by the Monroe City Council of the Purchase Price and Purchase of the Subject Property, and upon Buyer's or Seller's failure to execute the required documents, pay the Purchase Price, or deliver possession of the Subject Property.** Seller and Buyer agree that forfeiture of the Deposit shall be liquidated damages and not a penalty, and that actual damages resulting to Seller from Buyer's breach of the Agreement would be difficult or impossible to measure because of the uncertainties of the real estate market and fluctuations of property values and differences with respect thereto, and that the Deposit is a reasonable estimate of those damages. Seller shall have no other remedy against Buyer in the event of Buyer's default.

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14. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Louisiana.

16. Brokers. Buyer and Seller represent and warrant to each other that they have not dealt with any broker or finder in connection with the transaction contemplated by this Agreement other than Tri State Properties LLC ("Buyers Broker") and John Rea Realty, Inc. ("Sellers Broker"). Seller shall pay a commission pursuant to a separate agreement between Seller and Seller's Broker. Each party agrees to defend, indemnify, and hold harmless the other from and against any and all expense, cost, damage, or liability (including, without limitation, court costs and reasonable attorney's fees, at trial and appeal) resulting from the claim of any other brokers, or those claiming to have performed services in the nature of brokerage or finding services by reason of the indemnifying party's acts. This Paragraph shall survive Closing.

17. Conditions Precedent to Closing. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction, as of Closing, of each of the following conditions:

A. Seller represents and warrants to Buyer that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, and Seller furnishes Buyer an affidavit to this effect complying with the provisions of Section 1445 of the Internal Revenue Code of 1986.

B. The warranties of Seller set forth in Paragraph 11 shall be true and correct.

18. Non-Merger. The provisions of this Agreement shall survive the Closing hereunder and the execution and delivery of the Deed and shall not be merged therein.

19. Total Agreement. This Agreement contains the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

20. Notices. All notices, demands, or other communications that may be necessary or proper hereunder shall be in writing and shall be deemed to be delivered: (i) when received, if delivered by hand or by nationally recognized overnight courier service (costs prepaid), (ii) when transmitted, if telecopied or (iii) two (2) days following deposit of same in a U.S. Postal Service receptacle, if sent by mail, postage prepaid, as registered or certified mail, return receipt requested, addressed as follows:

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Buyer: City of Monroe
Director of Administration:
Stacey Rowell
400 Lea Joyner Memorial Expwy.
Monroe, LA 71201
stacey.rowell@ci.monroe.la.us

Seller: Laty Mcphee LLC
4040 Deborah Drive
Monroe, LA 71201

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing. Rejection or refusal to accept, or the inability to deliver because of a changed address of which no notice was given shall not affect the validity of notice given in accordance with this Paragraph 20.

21. Assignment. Buyer may assign this Agreement in whole or in part without the prior consent of Seller, and upon any such assignment by Buyer, the assignee shall expressly assume all of Buyer's obligations hereunder; provided, however, that no such assignment or assumption shall relieve Buyer of its obligations under this Agreement.

22. Contingencies: Offer to purchase is contingent upon the following:

a.) The Obligation of the Buyer to pay the Purchase Price is contingent upon the Subject Property appraising for the Purchase Price or greater and the approval of the purchase of the Subject Property and Purchase Price by the Monroe City Council. If the Subject Property fails to appraise for the Purchase Price or greater, Buyer and Seller will have the option to negotiate a mutually agreeable Purchase Price. If no agreement can be reached between the parties concerning the Purchase Price within 10 days following the receipt of the appraisal by Buyer and Seller, then this Agreement shall be null and void and the deposit returned to Buyer.

b.) If the Monroe City Council does not approve the purchase of the Subject Property or the Purchase Price, then this agreement shall be null and void and the deposit returned to Buyer.

23. Risk of Loss. The risk of loss or damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing hereunder and the execution and delivery by Seller to Buyer of the Deed.

24. Expropriation. Seller agrees to give Buyer prompt notice of any actual or threatened taking of all or any portion of the Property by expropriation or eminent domain prior to the Closing Date hereunder. In the event that prior to Closing hereunder there shall occur a taking by expropriation or eminent domain of all or any portion of the Property or a proposed conveyance

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to a expropriation authority in lieu of expropriation, then **Buyer or Seller, at their option,** may either (i) terminate this Agreement by delivery of written notice thereof to all parties, and thereupon the Deposit shall be returned to Buyer and the parties hereto shall have no further rights or obligations hereunder, or (ii) proceed to Closing hereunder, in which event Seller shall assign to Buyer at Closing all interest of Seller in and to any expropriation proceeds that may be payable to Seller on account of such expropriation and **subsequent to closing** Buyer shall control all negotiations and proceedings undertaken with the expropriation authority with respect to the Property. Buyer shall receive a credit at Closing in the amount of any expropriation proceeds paid to Seller with respect to the Property prior to the Closing Date.

To Seller's best information, knowledge and belief, there is no pending or threatened expropriation or similar proceeding affecting the Property or any part thereof and Seller explicitly states that no contact, communication or documentation has been received from any entity regarding expropriation.

Buyer hereby waives all rights to expropriation of the Property prior to expiration or termination of this agreement.

25. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

26. Weekends and Holidays. Any date specified in this Agreement for the performance of an obligation or expiration of a time period which is a Saturday, Sunday or a legal holiday shall be extended to the first regular business day after such date which is not a Saturday, Sunday or a legal holiday.

27. Counterpart Originals. This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. A signed copy of this Agreement transmitted by facsimile or electronic mail transmission shall be as binding upon the signatory as would be delivery of the original document containing an original signature.

28. Construction; Severability. Each party hereto and its counsel have reviewed and revised this Agreement, and the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be applicable in the construction and interpretation of this Agreement. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

29. Litigation. In the event that any party is required to resort to litigation to enforce its rights under this Agreement, Seller and Buyer agree that any judgment awarded to the prevailing party may include all litigation expenses of the substantially prevailing party, including (without limitation) actual attorneys' fees and court costs.

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30. Time of the Essence. Time is of the essence of this Agreement.

31. Confidentiality. Seller and Buyer agree that the contents of this Agreement and any subsequent agreement between Seller and Buyer are strictly confidential and that neither party will disclose the contents to any other person, firm or corporation except on a need-to-know basis, until the Agreement is sent to the Monroe City Council for approval. Seller shall not reveal the identity of Buyer to any third person. Notwithstanding the foregoing, Seller understands that Buyer is a governmental entity and that records relating to this Agreement are public records, including, but not limited to, any communications between the parties, funds documents reflecting funds expended under or in connection with this Agreement, and the Agreement itself. Buyer is expressly authorized to produce all public records pursuant to the Louisiana Public Records Act in response to a request under the Public Records Act. Further, Buyer is not prohibited from sharing the contents of this Agreement with any internal or external auditors.

32. Offer and Acceptance. This Agreement has been executed by Buyer as an offer by Buyer to Seller consistent with the terms set forth herein and shall be open for acceptance by Seller through 6:00 p.m. Central time on **August 21st 2021**. If Buyer has for any reason not received an original or copy of this Agreement, containing the signature of both parties, on or before 6:00 p.m. Central time on **August 21st 2021**, then Buyer's offer shall be considered as automatically revoked and withdrawn and cannot thereafter be accepted by Seller without the written consent of Buyer.

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The parties hereto have caused this Agreement to be executed as of the later of the dates set forth below, the later of which date shall be the Effective Date for all purposes of this Agreement.

BUYER: The City of Monroe

By: DocuSigned by: Stacey Rowell 97284E898AB94A5...
Director of Administration: Stacey Rowell

Date: 8/21/2021, 2021

SELLER:

By: Matt Sanderson dotloop verified 08/21/21 8:40 AM CDT FHTV-SN7H-IF79-UUNZ

Date: _____, 2021

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EXHIBIT 'A'

OUACHITA PARISH ASSESSOR'S LEGAL DESCRIPTION OF EACT TRACT

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18-33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48-15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

dotloop signature verification:

ADDENDUM No. 1

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning approximately 0.508 acres of property located in Monroe, Louisiana and further described below.

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18- 33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48- 15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

Buyer: CITY OF MONROE

Seller: LATY MCPHEE, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Thirty (30) Calendar Days to Thirty Seven (37) Calendar Days.
2. The Closing Date shall be within Fifty Three (53) Calendar Days of the expiration of the Feasibility Period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

Tracy Rowell 9/10/2021

By: Date

Seller: LATY MCHPHEE, LLC

Matt Sanderson dotloop verified 09/13/21 11:11 AM CDT 0LGH-K5KZ-HFSQ-2LLU

By: Date

dotloop signature verification: dlp.co/2CFL-9RP-XCVI

ADDENDUM No. 2

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning approximately 0.508 acres of property located in Monroe, Louisiana and further described below.

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18- 33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48- 15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

Buyer: CITY OF MONROE

Seller: LATY MCPHEE, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Thirty Seven (37) Calendar Days to Fifty One (51) Calendar Days.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

Tracy Rowell 10/4/2021

By: Date

Seller: LATY MCHPHEE, LLC

Matt Sanderson dotloop verified 10/04/21 5:06 PM CDT CLT2-JLTR-F9LP-18JS

By: Date

ADDENDUM No. 3

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning approximately 0.508 acres of property located in Monroe, Louisiana and further described below.

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18- 33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48- 15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

Buyer: CITY OF MONROE

Seller: LATY MCPHEE, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Feasibility Period shall be increased from Fifty One (51) Calendar Days to Fifty Nine (59) Calendar Days.

2. The Closing Date shall be within Forty Five (45) Calendar Days of the expiration of the Feasibility Period.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

By: _____ Date 10/11/21

Seller: LATY MCHPHEE, LLC

By: _____ Date 10-1-21

ADDENDUM No. 4

To Real Estate Purchase Agreement signed on August 21, 2021 between Buyer and Seller as listed below concerning approximately 0.508 acres of property located in Monroe, Louisiana and further described below.

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18- 33E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=316.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48- 15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

Buyer: CITY OF MONROE

Seller: LATY MCPHEE, LLC

Buyer and Seller agree on the following terms and conditions, and by signing below, both Buyer and Seller are agreeing to amend the terms of their existing purchase agreement. If any of the following conditions are in conflict with the original purchase agreement, the following conditions of the sale provisions will control:

1. The Purchase Agreement is hereby amended to add Section 33 to the agreement to read as follows:

   33. Shared Parking Agreement: In further consideration of the mutual obligations hereunder, Buyer agrees to enter into negotiations concerning a Shared Parking Agreement with Ouachita Riverhouse, LLC (Riverhouse) which agreement shall address, without limitation, the following items:

   A. A specific description of the parking lot area (PLA).

   B. Subject to further detail and negotiation, designation of specific parking spaces in favor of Riverhouse (suggested to be the southside of the parking lot adjacent to Riverhouse immovalbe property with the remaining parking spaces in the PLA to be shared by Buyer and Riverhouse), and the respective responsibilities of the parties concerning enforcement of the parking designation.

   C. Subject to further detail and negotiation, provisions relating to limitation of parking by construction workers and construction vehicles in the PLA during any period of construction relating to the building located adjacent to and north of the PLA. Any such provision shall make allowance for construction to occur on the immovable property adjacent to the PLA.

   D. Subject to further detail and negotiation, provisions relating to parking and offloading of delivery trucks servicing Buyer and/or Riverhouse.

MDS

E. Subject to further detail and negotiation, a commitment by Buyer to make improvements to the PLA consistent with those improvements made to the remaining immovable property subject to this agreement.

F. Subject to further detail and negotiation, provisions providing that upon commencement of improvements to the PLA, a certain time within which Buyer will complete improvements to the PLA to reduce adverse consequences to Riverhouse's business or arrangements to mitigate any adverse consequences.

G. Subject to further detail and negotiation, provisions providing sharing the future costs of maintenance and repair associated with the PLA after initial improvements have been completed.

2. The Purchase Agreement and sale is made contingent on Buyer's final approval and acceptance of a Shared Parking Agreement contemplated by Section 33.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Buyer: CITY OF MONROE

Tracy Rowell 10/19/2021

By: Date

Seller: LATY MCHPHEE, LLC

10-19-21

By: Date

Appraisal Consultants, LLC

AJ Burns Appraisal
407 North 7th Street
West Monroe, LA 71291

Phone: 318-323-1227

Email: Info@ AJBurnsAppraisal.com

A. J. Burns, Jr.

September 8, 2021

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 125
Monroe, LA 71201

RE: Appraisal Of
Commercial Lot
(Abandoned Railroad R-O-W)
off Walnut St.
Monroe, LA 71201

Dear Ms. Mary Lou Harrison :

The purpose of this report is to is to provide the appraiser's opinion of the Market Value of the subject property as of September 8, 2021. This appraisal report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. In accordance with our scope of work agreement, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed. The Direct Sales Comparison approach was developed.

Lot sales in the subject neighborhood and substitute locations were verified and analyzed.

This report provides the appraiser's opinion of market value for the subject property.

Market value for the subject is based on the direct sales comparison approach to value.

Additional Scope of Work details are in the addenda.

Property:
0.510 ± Acres (22,216 ± sf)

Interest Valued:	**FEE SIMPLE**
Effective Date of Value:	**9/8/2021**
Date of Report:	**9/8/2021**

DEFINITION OF "MARKET VALUE:"

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of the title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and,
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition
Office of Comptroller of Currency 12 CFR. Part 34 Sub Part C - Appraisals

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, in decisions related to corporate planning and to assist the city in purchasing the property.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser

1. obtained authorization from the client to perform an appraisal and report the findings in a summary format,
2. viewed the subject commercial lot,
3. gathered and confirmed information on comparable land sales to estimate the value of the subject property.
4. The conclusion of value is based on the direct sales comparison approach to value.

The resulting Appraisal Report is a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

MARKET EXPOSURE TIME: The market exposure time for the subject is estimated to be six months, if priced near the market value. Market exposure time based on analysis of comparable sales.

By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that Market Value of the subject property as of Effective Date: September 8, 2021 , was:

Fifty Thousand Dollars
$50,000.00

If I can be of further assistance to you in regard to this report, or in any other way, please feel free to call.

Respectfully Submitted,

A J Burns Jr.
Louisiana General Appraiser
LAG 341

[redacted] PURCHASE AGREEMENT [redacted]

EXHIBIT 'A'

OUACHITA PARISH ASSESSOR'S LEGAL DESCRIPTION OF EACT TRACT

0.508 ACS M/L IN SEC50 T18N R3E, FROM SWCOR BLK 2 STEVENS, HUBBARD, & SPRINGERADDN, S33-18-3E 28.6 (C/L KANSAS CITYSOUTHERN RR), S56-17-33W 115.23 (W ROWS GRAND ST), N23-15-03W 83.05, S56-24-57W 101.06, RT CURVE RAD=286.56 CHORD=N77-38-52W ARC=58.92 TO POB, S56-24-57W37.1, RT CURVE RAD=318.56 CHORD=N65-15-47W ARC=25.86, N61-52-18W 13.51, RTCURVE RAD=315 CHORD=N48-15-57W ARC=149.6,N34-39-35W 459.74, N31-10-04W 104.22,N53-33-27E 30.13, S31-10-04E 106.08, S34-39-35E 458.82, LFT CURVE RAD=285 CHORD=S48-15-57E ARC=135.36, S61-52-18E 13.23,LFT CURVE RAD=286.56 CHORD=S67-22-01EARC=43.92 TO POB-BEING PORTION OF V S & P SWITCH TRACK--LESS 0.012 ACS BK 2562-456 R#135190

O R D I N A N C E

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

WHEREAS, a petition has been filed by I-20 Corridor Properties & North American Land Development for the annexation of ±54-acres, requesting that the City Council extend and enlarge the boundaries of the City of Monroe, Louisiana, to include said property within said boundaries, and

WHEREAS, the legal description of these properties is:

Tract 1(Parcel 117514)

A certain tract parcel of land situated in Section 34, Township 18, North Range 4 East, City of Monroe, Ouachita Parish, Louisiana containing 43.247 acre mor or less and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence, North 89 degrees 59 minutes 42 seconds West for a distance of 2,698.08 feet; thence, North 00 degrees 22 minutes 02 seconds West along the west line of Fontana Road for a distance of 445.22 feet to a point; thence North 84 degrees 52 minutes 38 seconds West for a distance of 673.69 feet to the Southeast corner of a certain 31.6 acre tract of land acquired by the City of Monroe recorded in Conveyance Book 768, page 712 of the records of Ouachita Parish, Louisiana, said point being 200 feet (called 100 feet) west of the west line of a parcel sold to Frank C. Cappo as per deed in Conveyance Book 445, page 673, said corner being the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes 38 seconds West along the north line of a certain 41.161 acre tract acquired by the Hakim Properties in Conveyance Book 1907, Page 236, for a distance of 511.36 feet to the intersection with the southeasterly line of the Existing Ultimate Clear Zone for the Monroe Airport (Runway 4-22); thence, North 36 degrees 31 minutes 11 seconds East for a distance of 847.86 feet to the intersection with the east line of said 31.6 acre tract; thence S 00 degrees 22 minutes 30 seconds East along said east line for a distance of 727.06 feet to the POINT OF BEGINNING and being subject to all rights-of-way, eastments and servitudes of record or of use.

Tract 2 (Parcel 117515)

A certain tract parcel of land situated in Section 34, Township 18 North, Range 4 East, City of Monroe, Ouachita Parish, Louisiana containing 7.975 acres more or less and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence North 89 degrees 59 minutes 42 seconds West for a distance of 2,698.08 feet; thence North 00 degrees 22 minutes 02 seconds West along the west line of Fontana Road for a distance of 445.22 feet to a point; thence, North 84 degrees 52 minutes 38 seconds West for a distance of 673.69 feet to the Southeast corner of a certain 31.6 acre tract of land acquired by the City of Monroe recorded in Conveyance Book 768, page 712 of the records of Ouachita Parish, Louisiana, said point being 200 feet (called 100 feet) west of the west line of a parcel sold to Frank C. Cappo as per deed in Conveyance Book 445, page 673, thence continue North 84 degrees 52 minutes 38 seconds West along the north line of a certain 41.161 acre tract acquired by Hakim Properties in Conveyance Book 1907, page 236, for a distance of 530.76 feet to the intersection with the Southwesterly line of the existing Ultimate Clear Zone for Monroe Airport (Runway 4-22) and the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes 38 seconds for distance of 875.24 feet to a point being 80.34 feet from the Northwest corner of said 41.61 acre tract (bearing South 84 degrees 52 minutes 38 seconds East); thence,

Faulk Tract & Hakim Properties

Tract 12887

A certain tract or parcel of land situation in Section 3, Township 17 Range 4 East, and Section 34 Township 18 North, Range 4 East, in Land District North of the Red River, Ouachita Parish, Louisiana containing 41.161 acres more or less and being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, thence North 89 degrees 59 minutes 42 seconds West along the line common to Section 3, Township 17 North, Range 4 East; thence North 89 degrees 59 minutes 34 seconds; thence North 89 degrees 48 seconds West a distance of 50.07 feet to the west right-of-way line of Fontana Road and the POINT OF BEGINNING; thence North 89 degrees 59 minutes 48 seconds West along the North line of property belonging to Sunshine Real Estate Holdings L. L. C., said property also being the South line of portion of property that was owned by Mrs. Patti Cappo a distance of 292.12 feet to the Northeast corner of Lot 1 of H. R. Hayes Garrett Road Subdivision a distance of 428.30 feet to the North right-of-way line of Interstate Highway 20. Thence North 84 degrees 17 minutes 58 seconds West along the North right-of-way line of Interstate Highway 20 a distance of 1,266.14 feet; thence North 68 degrees 03 minutes 33 seconds West along the North right-of-way line of Interstate 20 a distance of 250.00 feet; thence North 48 degrees 36 minutes 46 seconds West a distance of 194.04 feet; thence North 30 degrees 44 minutes 36 seconds West along North right-of-way line of Interstate 20 a distance of 65.46 feet; thence North 29 degrees 50 minutes 48 seconds West along the north right-of-way line of Interstate 20 a distance of 57.66 feet; thence north 29 degrees 51 minutes 01 seconds West along the north right-of-way line of Interstate 20 a distance of 326.68 feet to the point on the East line of property owned by Sol's Pipe Yard Inc.; thence North 00 degrees – minutes 44 seconds West along the East side property belonging to the City of Monroe; thence South 84 degrees 52 minutes 38 seconds East along the south line of property owned by the City of Monroe a distance of 1,586.08 feet; thence North 00 degrees 22 minutes 30 seconds West along the East line of property owned by the City of Monroe, a distance of 234.12 feet; thence South 84 degrees 52 minutes East a distance of 416.01 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 139.00 feet; thence south of 84 degrees 52 minutes East a distance of 157.81 feet to the west right-of-way line of Fontana Road; thence South 00 degrees 22 minutes 02 seconds East along the west right-of-way line of Fontana Road a distance of 540.24 feet to the Point of Beginning.

Parcel 114980

A certain tract of land situated in Section 3, Township 17 North, Range 4 East and Section 34, Range 4 East, in Land District North of the Red River, Ouachita Parish, Louisiana and being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, thence North 89 degrees 59 minutes 42 seconds West along the line common to Section 3, Township 17 North, Range 4 East, and Section 34, Township 18 North, Range East, a distance of 2,648.01 feet to the South quarter corner of Section 34; thence North 89 degrees 59 minutes 48 seconds West a distance of 50.07 feet to the West right-of-way line of Fontana Road; thence North 89 degrees 59 minutes 48 seconds West along the North line of property formerly belonging to Sunshine Real Estate Holdings L. L. C. , said property also being the South line of portion of property that was owned by Mrs. Patti Cappo a distance of 292.12 feet o the Northeast corner of Lot 1 of H. R. Hayes Garrett Road Subdivision; thence South 00 degrees 01 minutes 46 seconds East along the West line of property owned by Sunshine Real Estate Holdings L. L. C. and also being the East line of the H. R. Hayes Garrett Road Subdivision a distance of 428.30 fee to the North right-of-way line of Interstate Highway 20. Thence North 84 degrees 17 minutes 58 seconds West along the North right-of-way line of Interstate Highway 20 a distance of 1,266.14 feet; thence North 68 degrees 03 minutes 33 seconds West along the North right-of-way West along the North right-of-way line of Interstate 20 a distance of 250.00 feet; thence North 48 degrees 36 minutes 46 seconds West a distance of 194.04 feet; thence North 30 degrees 44 minutes 36 seconds West along North right-of-way line of Interstate 20 a distance of 65.46 feet; thence North 29 degrees 50 minutes 48 seconds West along the north right-of-way line of Interstate 20 a distance of 57.66 feet; thence North 29 degrees 51 minutes 01 seconds West along the north right-of-way line of Interstate 20 a distance of 326.68 feet to a point on the East line of property owned by So's Pipe Yard Inc.; thence North 00 degrees 00 minutes 44 seconds West along the East side of property belonging to Sol's Pipe Yar Inc. a distance of 329.28 feet to the southwest corner of property belonging to the City of Monroe; thence South 84 degrees 52 minutes 38 seconds East along the south line of property owned by the City of Monroe a distance of 1,586.08 feet, more or less, to the Southeast corner of City of Monroe tract; thence North 00 degrees 22 minutes 30 seconds West along the East line of property owned by the City of Monroe, a distance of 234.12 feet to the POINT OF BEGINNING; thence continue North 00 degrees 22 minutes 30 seconds along the West property line of City of Monroe property a distance of 693.81 feet, more or less, to the South right-of-way line of Millhaven Road; thence South 84 degrees 52 minutes 38 seconds East along the South line of Millhaven Road a distance of 100.46 feet, more or less, to the West line of property belonging to F. H.
Falcon, et al; thence South 00 degrees 22 minutes 30 seconds East along the West line of said F. J. Falcon property a distance of 693.83 feet to a point on the North line of a property acquired by I-20 Corridors, LLC from the Faulk Estate; thence North 84 degrees 52 minutes 00 seconds West along the North line of I-20 Corridors. LLC property a distance of 100.46 feet, more or less, to the Southeast corner of City of Monroe property and the Point of Beginning. The intent of this legal description is to convey all the property presently owned by the Faulk Estate between the City of Monroe's property on the West and the F. J. Falcon, et al property on the East from Millhaven Road South to the Property owned by I-20 Corridors, LLC. to I-20 Corridor's, LLC..

Parcel 113920

A certain tract or parcel of land containing 2.330 acres, more or less, situated in Section 34, Township 18 North, Range 4 East, Land District of Red River, Ouachita Parish Louisiana, and being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana; thence North 89 degrees 59 minutes 42 seconds West a distance of 2,698.08 feet to a point on the West right-of-way line of Fontana Road; thence North 00 degrees 22 minutes 02 seconds West a distance of 540.24 feet; thence North 84 degrees 52 minutes West a distance of 157.81 feet; thence North 00 degrees 22 minutes 05 seconds West a distance of 139.00 feet to the POINT OF BEGINNING; thence North 84 degrees 52 minutes West a distance of 315.55 feet; thence North 00 degrees 22 minutes 30 seconds West a distance of 323.06 feet; thence South 84 degrees 52 minutes East a distance of 319.59 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 323.05 feet to the POINT OF BEGINNING, and being subject to all rights-of-ways, easements and servitudes of record or of use.

Parcel 13748 & 73072

A certain tract 2.5 acre tract of land situated in the Southwest Quarter of Section 34, Township 18 North, Range 4 East, being more particularly described as follows; from an iron pin at the South one-fourth corner of Section 34 run North 89 degrees 58.5 minutes west along the South line of Section 34 a distance of 50.00 feet to an iron pin; thence run North 00 degrees 22.5 minutes West along line parallel to the North-South center line of Section 34 a distance of 1,372.54 feet to an iron pin on the South line of Millhaven Road (60 feet wide); thence run North 84 degrees 52 minutes West along the South line of Millhaven Road a distance of 157.805 feet to an iron pin for the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes West along last described course a distance of 157.805 feet to an iron pin; thence Southo00 degrees 22.5 minutes East and parallel to the North-South centerline of Section 34 a distance of 693.30parallel to the South line of Millhaven Road a distance of 157.805 feet to an iron pin; thence North 00 degrees 22.5 minutes West and parallel to the North-South centerline of Section 34 a distance of 693.30 feet to the POINT OF BEGINNING, containing 2.5 acres of land, being the Mrs. Evelyn Cappo Graham tract as shown on plat attached to exchange deed recorded in Conveyance Book 800, Page 600 records of Ouachita Parish, Louisiana.

And

A certain 2.5 acre tract of land situated in the Southwest one-fourth of Section 34, Township 18 North, Range 4 East, described as follows: From an iron pin at the South one-fourth corner of Section 34, run North 89 degrees 58.5 feet West along the South line of Section 34 a distance of 50.00 feet to an iron pin thence; run North 00 degrees 22.5 minutes West along a line parallel to the North-South centerline of Section 34 a distance of 1,372.54 feet to an iron pin on the South line of Millhaven Road (60 feet wide); thence run North 84 degrees 82 minutes West along the South line of Millhaven Road a distance of 315.61 feet to an iron pin for a POINT OF BEGINNING; THENCE CONTINUE North 84 degrees 52 minutes West along last described course a distance of 157.72 feet to an iron pin; thence South 00 degrees 22.5 feet East parallel to the North-South centerline of Section 34 a distance of 693.30 feet to an iron pin; thence South 84 degrees 52 minutes East and parallel to the South line of Millhaven Road a distance of 157.75 feet to an iron pin; thence North 00 degrees 22.5 feet West and parallel to the North-South centerline of Section 34 a distance of 693.30 feet to the POINT OF BEGINNING, containing 2.5 acres, begin the Mrs. Virginia Cappo Reneau tract as shown on Plat titles "Survey of
Cappo Property in Southwest one-fourth of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana", dated December 31, 1963, signed by W. I. Neal, C. E.

Less & Except

A certain tract or parcel of land containing 2.330 acres, more or less, situated in Section 34, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish Louisiana, and being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East,
Ouachita Parish, Louisiana; thence North 89 degrees 59 minutes 43 seconds West a distance of 2,698.08 feet to a point on the West right-of-way line f Fontana Road; thence North 00 degrees 22 minutes 02 seconds West a distance of 540.24 feet; thence North 84 degrees 52 minutes West a distance of 157.81 feet; thence North 00 degrees 22 minutes 05 seconds West a distance of 139.00 feet to a POINT OF BEGINNING; thence North 84 degrees 52 minutes West a distance of 315.55 feet; thence North 00 degrees 22 minutes 30 seconds West a distance of 323.06 feet; thence South 84 degrees 52 minutes East a distance of 319.59 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 323.05 feet to the POINT OF BEGINNING, and being subject to all rights-of-ways, easements and servitudes of record or of use.

Parcel 40969, 12556 & 13600

From an iron pin at the South one-quarter corner of said Section 34, Township 18 North, Range 4 East, measure 89 degrees 58.5 minutes feet West along the South line of said Section 34 distance of 50.00 feet to an iron pin; thence measure North 00 degrees, 22.5 feet West along the West line of Fontana Road (50 feet wide) a distance of 540.24 feet to an iron pin and the POINT OF BEGINNING; thence continue North 00 degrees 22.5 feet West along the West line of Fontana Road a distance of 139.00 feet to an iron pin; thence measure North 84 degrees 52 minutes West a distance of 157.805 feet to an iron pin; thence measure South 00 degrees 22.5 feet East a distance of 139.00 feet an iron pin; thence measure South 84 degrees 52 feet East a distance of 157.805 feet to the Point of Beginning, containing 0.50 acres (1/2) more or less.

A certain 2.5 acre tract of land situated in the Southwest one-fourth of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows: From an iron pin at the South one-fourth corner of Section 34 run North 89 degrees 58.5 feet West along the South line of Section 34 a distance of 679.24 feet to North-South centerline of Section 45 a distance of 679.24 feet to an iron pin for the POINT OF

BEGINNING; thence continue North 00 degrees 22.5 feet West along described course a distance of 693.30 feet an iron pin on the South line of Millhaven Road (60 feet wide); thence North 84 degrees 52 feet West along the South line of Millhaven Road a distance of 157.805 feet to an iron pin; thence South 00 degrees 22.5 feet East and parallel to the North-South centerline of Section 34 a distance o f 693.30 feet to an iron pin; thence South 84 degrees 52 feet East and parallel to the South line of Millhaven Road a distance of 157.805 feet to the POINT OF BEGINNING, containing 2.5 acres, being the Mrs. Carol Sue Cappo Graham tract as shown on Plat titled "Survey of Cappo Property in Southwest quarter of Section 34 Township 18 North, Range 4 East, Ouachita Parish, Louisiana", dated December 31, 1963, signed by W. I. Neel, C. E. attached hereto and made a part thereof.

LESS AND EXCEPT:

A certain 2 acre tract of land situated in the Southwest quarter of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows: FROM an iron pin at the South one-fourth corner of Section 34, as shown on plat filed in Conveyance Book 800, page 603, records of Ouachita Parish, Louisiana, run North 89 degrees 58.5 feet West along the South line of Section 34 , a distance of 50.00 feet to an iron pin; thence run North 00 degrees 22.5 feet West along line parallel to the North-South centerline of Section 34, a distance of 817.94 feet to an iron pin for the POINT OF BEGINNING; thence continue North 00 degrees 22.5 feet West along the West line of Fontana Road, a distance of 554.60 feet to an iron pin on the South line of Millhaven Road, a distance of 157.805 feet to an iron pin; thence run South 00 degrees 22.5 feet East and parallel to the North-South centerline of Section 34, a distance of 554.60 feet to an iron pin; thence run South 84 degrees 52 feet East and parallel to the South line of Millhaven Road, a distance of 157.805 feet to the POINT OF BEGINNING, containing 2 acres and being SUBJECT to any Right-of-ways, Servitudes or Easements of record, as per plat and process verbal by V. A. Hubka, L. S., dated March 5, 1976 attached hereto made a part hereof.

Parcel "C" (Tract 11520)

A certain lor or parcel of land lying in Section 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana containing 2.707 acres, more or less, and being more particularly described as follows:

Commence at a point on the line between Section 34, Township 18 North, Range 4 East and Section 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, said point called being South 89 degrees 45 minutes West a distance of 1,940.97 feet from the corner common to Sections 34 and 35, Township 18 North, Range 4 East and Section 2 and 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana; thence run South 00 degrees 17 minutes 50 seconds East along the West line of property now owned by William Earl Brinson for a distance of 25.00 feet to an iron pipe located on the South side of Fontana Road; thence run South 89 degrees 44 minutes 30 seconds West along the South side of said road for a distance of 741.38 feet to a three-fourths inch iron pipe and the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 00 degrees 17 50 seconds East for a distance of 374.03 feet to a three-fourth's inch iron pipe located on the North line of a proposed service road; thence run North 84 degrees 31 minutes 09 seconds West along the North line of said road, said line being parallel with and 60 feet Northerly of the North right-of-way line of Interstate Highway No. 20, for a distance of 310.12 feet to a three-fourths inch iron pipe; thence run North 00 degrees 17 minutes 38 seconds West along the East side of the H. R. Hayes Garrett Road Subdivision as per plat of record in the records of Ouachita Parish, Louisiana, for a distance of 368.01 feet to a three-fourths inch iron pipe located in the center of an existing dirt road; thence run North 89 degrees 44 minutes 28 seconds East along the center of said dirt road, for a distance of 292.16 feet to a one and one-half inch iron pipe located on the West side of Fontana Road, thence run South 00 degrees 17 minutes 50 seconds East along the West side of said road for a distance of 24.99 feet to a three-fourths inch iron pipe; thence run South 89 degrees 44 minutes 30 seconds East along the South side of said road, for a distance of 1637 feet to the POINT OF BEGINNING and being subject to the rights-of-way of all existing roads and utilities of record or of use and being further shown as Parcel "C" by a plat prepared by Mason Surveying, Inc. West Monroe, Louisiana.

LESS AND EXCEPT

A LEGAL DESCRIPTION OF RIGHT OF WAY FOR I-20 NORTH SERVICE ROAD (PHASE 1) BY DENMON ENGINEERING CO., INC. PROJECT NO. 13-05-05

Parcel #2-1 (Tract 117515)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found DOTD concrete right-of-way monument on the North exit ramp right-of-way of Interstate 20 situated in Section 34, Township 18 North, Range 4 East in Ouachita Parish, Louisiana; thence South 29 degrees 53 minutes 57 seconds East along the said Interstate 20 right-of-way, a distance of 144.37 feet to a five-eighths inch rebar on the said right-of-way; thence leaving the Interstate 20 right-of-way, North 00 degrees 00 minutes 44 seconds West, a distance of 329.28 feet to a point at the Northeast corner of the I-20 Corridor Properties, LLC property; thence South 84 degrees 52 minutes 38 seconds East, a distance of 80.34 feet to a point and being the POINT OF BEGINNING; thence South 44 degrees 56 minutes 59 seconds East, a distance of 52.51 feet to a point; thence South 00 degrees 08 minutes 58 seconds East, a distance of 191.33 feet to a point and being a curve to the right whose radius is 3,879.72 feet, whose chord bears South 03 degrees 34 minutes 22 seconds West for a chord length of 110.10 feet and an arc length of 110.11 feet to a point; thence South 04 degrees 23 minutes 09 West a distance of 102.18 feet to a point and being a curve to the left whose radius is 3,759.72 feet, whose chord bears South 03 degrees 21 minutes 36 seconds West for a chord length of 134.63 feet and arc length of 134.64' to a point; thence South 40 degrees 13 minutes 15 seconds East a distance of 39.76 feet to a point; thence South 00 degrees 44 minutes 44 seconds West, a distance of 60.00 feet to a point; thence South 43 degrees 13 minutes 59 seconds West a distance of 40.68 feet to a point and being a curve to the right whose radius us 3,759.72, whose chord bears South 00 degrees 10 minutes 40 seconds West for a chord length of 42.93 feet and an arc length of 42.93 feet to a point;

thence South 00 degrees 08 minutes 58 seconds East, a distance of 60.53 minutes to a point; thence North 84 degrees 52 minutes 38 seconds West a distance of 10.04 feet back to the POINT OF BEGINNING and containing 0.489 acre more or less.

Parcel #3-2 (Tract 12887)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found DOTD concrete right-of-way monument on the North exit ramp right-of-way of Interstate 20 situated in Section 34, Township 18 North, Range 4 East in Ouachita Parish, Louisiana; thence South 29 degrees 53 minutes 57 seconds East along the said Interstate 20 right-of-way, a distance of 144.73 feet to a five-eighths inch rebar on the said right-of-way, North 00 degrees 00 minutes 44 seconds West, a distance of 329.28 feet to a point at the Northeast corner of the I-20 Corridor Properties, LLC property thence South 84 degrees 13 minutes 36 seconds West, a distance of 60.00 degrees to a point; thence South 41 degrees 09 minutes 56 seconds West, a distance of 39.71 feet to a point; thence South 00 degrees 08 minutes 58 seconds East, a distance of 42.18 feet to a point and being a curve to the left whose radius is 473.41 feet, whose chord bears South 43 degrees 46 minutes 50 seconds East for a chord length of 527.96 feet and an arc length of 560.05 feet to a point; thence North 65 degrees 17 minutes 00 seconds East, a distance of 38.28 feet to a point; thence South 88 degrees 38 minutes 01 seconds East, a distance of 60.00 feet to a point; thence South 57 minutes 16 minutes 56 second East, a distance of 38.01 feet to a point; thence North 89 degrees 48 minutes 16 seconds East, a distance of 50.02 feet to a point; thence South 45 degrees 12 minutes 40 seconds East, a distance of 70.73 feet to a point; thence South 87 degrees 17 minutes 03 seconds East, a distance of 196.88 feet to a point; thence South 89 degrees 04 minutes 03 seconds East, a distance of 253.96 feet to a point; thence North 52 degrees 25 minutes 35 seconds East, a distance of 40.37 feet to a point; thence South 88 degrees 38 minutes 01 seconds East, a distance of 60.00 feet to a point; thence South 54 degrees 37 minutes 47 seconds East, a distance of 39.32 feet to a point; thence North 89 degrees 48 minutes 16 seconds East, a distance of 484.14 feet to a point; thence North 28 degrees 25 minutes 14 seconds East, a distance of 25.06 feet to a point; thence North 00 degrees 10 minutes 15 seconds West, a distance of 63.03 feet to a point; thence North 10 degrees 09 minutes 33 seconds East, a distance of 55.77 feet to a point; thence North 89 degrees 37 minutes 58 seconds East, a distance of 14.60 feet to a point on the west right-of way of Fontana Road; thence South 00 degrees 22 minutes 02 seconds East along the said west right-of-way, a distance of 178.25 feet to a point; thence North 89 degrees 59 minutes 48 seconds West, a distance of 200.06 feet to a point; thence South 85 degrees 21 minutes 55 seconds West, a distance of 212.91 feet to a point and being a curve to the right whose radius is 87.50 feet, whose chord bears South 90 degrees 54 minutes 59 seconds west for a chord length of 124.76 feet and an arc length of 138.89 feet to a point; thence North 82 degrees 46 minutes 17 seconds West, a distance of 164.35 feet to a point; thence South 89 degrees 48 minutes 16 seconds West, a distance of 221.55 feet to a point and being a curve to the right whose radius is 540.00 feet, whose chord bears North 78 degrees 58 minutes 17 seconds West for a chord length of 191.70 feet and an arc length of 192.72 feet to a point; thence North 78 degrees 23 minutes 41 seconds West, a distance of 184.55 feet to a point on the north exit ramp right-of-way of Interstate 20; thence North 29 degrees 51 minutes 01 seconds West, a distance of 326.68 feet back to the POINT OF BEGINNING and containing 5.647 acre more or less.

Parcel #4-3 (Tract 111520)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found three-fourths inch iron pipe at the northwest property corner of Lighthouse Baptist Church of Monroe, Inc. and being on the south right-of-way of Fontana Road and being the POINT OF BEGINNING; thence South 00 degrees 01 minutes 35 seconds East along the property line common with Lighthouse Baptist Church of Monroe, Inc. and I-20 Corridor Properties, LLC, a distance of 26.29 feet to a point; thence leaving said property line, South 88 degrees 48 minutes 07 seconds West, a distance of 15.58 feet to a point; thence North 78 degrees 53 minutes 08 seconds West, a distance of 50.99 feet to a point; thence South 89 degrees 48 minutes 16 seconds West, a distance of 242.97 feet to a point; thence North 00 degrees 01 minutes 46 seconds West, a distance of 42.69 feet to a point; thence, South 89 degrees 59 minutes 48 seconds East, a distance of 292.12 feet to a point on the west right-of-way of Fontana Road; thence South 00 degrees 13 minutes 27 seconds East along the said right-of-way, a distance of 25.00 feet to a point intersecting the south right-of-way of Fontana Road; thence South 89 degrees 49 minutes 00 seconds East along the said right-of-way, a distance of 16.37 feet back to a found three-fourth inch iron pipe and being the POINT OF BEGINNING and containing 0.298 acres more or less.

APPLICANT: I-20 Corridor Properties & North American Land Dev. (ANX 102-21)

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

WHEREAS, I-20 Corridor Properties & North American Land Development would like to have access to City of Monroe services, and

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

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the boundaries of the City of Monroe be, and they are hereby extended and enlarged to include therein, the ±54-acre tract previously described:

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission, recommending approval, on a 4-0-1 vote.

BE IT FURTHER ORDAINED that within ten (10) days after the adoption hereof the description of the enlarged boundary of the City of Monroe, after inclusion of the previously described property, shall be recorded by the Clerk of the City of Monroe in the Conveyance Records for Ouachita Parish, Louisiana, and such description as recorded shall become the official boundary of the Municipality as of the effective date of this Ordinance, all in accordance with the provision of LA-R.S. 33:171 et seq.

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

This ordinance was INTRODUCED on the 12th of October 2021.

NOTICE PUBLISHED on the _____ day of _____2021,

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 _____, 2021.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE

PLANNING & URBAN DEVELOPMENT
Planning & Zoning

Post Office Box 123
Monroe, LA 71210
off: 318-329-2430
fax: 318-329-2485

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

October 4, 2021 City Hall Monroe, Louisiana

RE: ANX 102-21 **APPLICANT: I-20 Corridor Properties & North American Land Development**

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Jott Delcambre

I move that the Planning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area ***are*** sufficient to justify the above request for Annexation of a 54-acre tract of land, more or less. The property is located at north of Millhaven Road, south of Interstate 20, east of Fontana Road and west of Garrett Road. The commission recommends this application be approved.

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

City of Monroe
Planning Commission

CASE NO.:	ANX 102-21
NAME OF APPLICANT:	I-20 CORRIDOR PROPERTIES & NORTH AMERICAN LAND DEVELOPMENT
SITE ADDRESS:	N OF MILLHAVE RD, S OF I-20, E OF FONTANA RD AND W OF GARRETT RD
COUNCIL DISTRICT:	3 (once annexed)

REQUEST:	The applicant wishes to annex a ±54-acre tract of land into the City Limits of Monroe and located at north Millhaven Road, south of Interstate 20, east of Fontana Road and west of Garrett Road.
SIZE OF PROPERTY:	±54 acres
PRESENT ZONING:	Presently the property is located within the Parish and does not have a designated zoning classification. The applicant has a separate application to rezone the tract to B-3, General Business/Commercial District.
PRESENT USE:	Vacant land.
MOST NEARLY BOUNDED BY (STREETS):	North of Millhaven Road, south of Interstate 20, east of Fontana Road and west of Garrett Road.
SURROUNDING LAND USES:	The surrounding land use consists of commercial to the east and west; vacant land to the south and Interstate 20 to the north.
ADVERSE INFLUENCES:	Additional businesses will increase traffic and possible drainage issues.
POSITICE INFLUENCES:	This annexation will provide additional property taxes to the City.
COMPREHENSIVE PLAN:	The area is designated **Highway Commercial Mixed-Use** land use category on the Future Land Use Map. This is a more intense area for highway and office/commercial and retail uses, located along the Interstate 20 spine.

COMMENTS/
RECOMMENDATIONS:

The applicant (I-20 Corridor & North American Land Dev.) owns the tract of property in question. They wish to annex this tract in order to tie into City Services. This property abuts the Monroe City Limit line to the north, west and south. There is a separate application on the agenda to rezone the property as it is the parish and does not currently have a zoning designation. The property is requested to be zoned B-3, General Business/Commercial District which allows for the use of retail establishments.

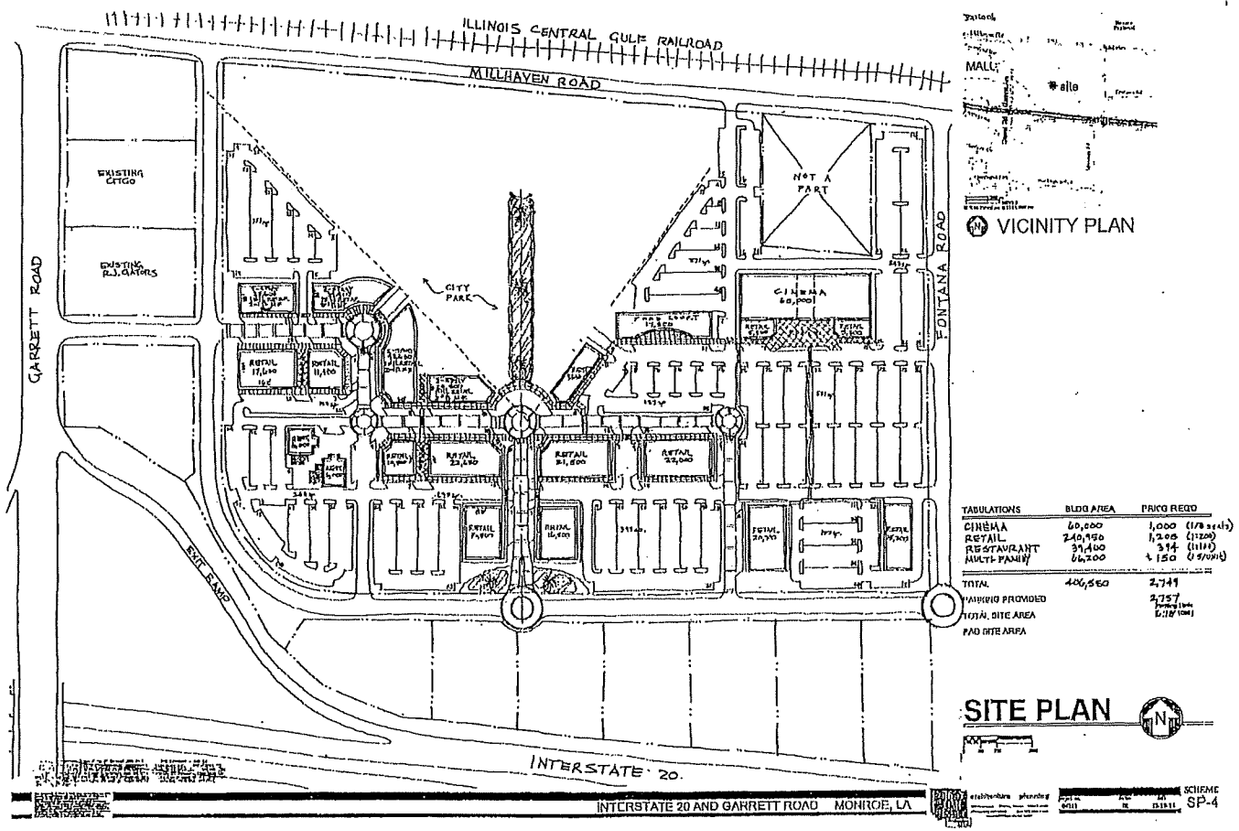
A letter has been sent to the Ouachita Parish Police Jury notifying them of this annexation petition. A letter has also been sent to the DOTD for that portion of the right-of-way being annexed along with this tract of land.

The property cannot be tied into the City's water and sewer without annexing into the City limits.

OPTIONS:

Approve the applicant's request to annex a ±54-acre tract of land into the City, as presented.

Deny the applicant's request to annex ±54-acre tract of land into the City, as presented.

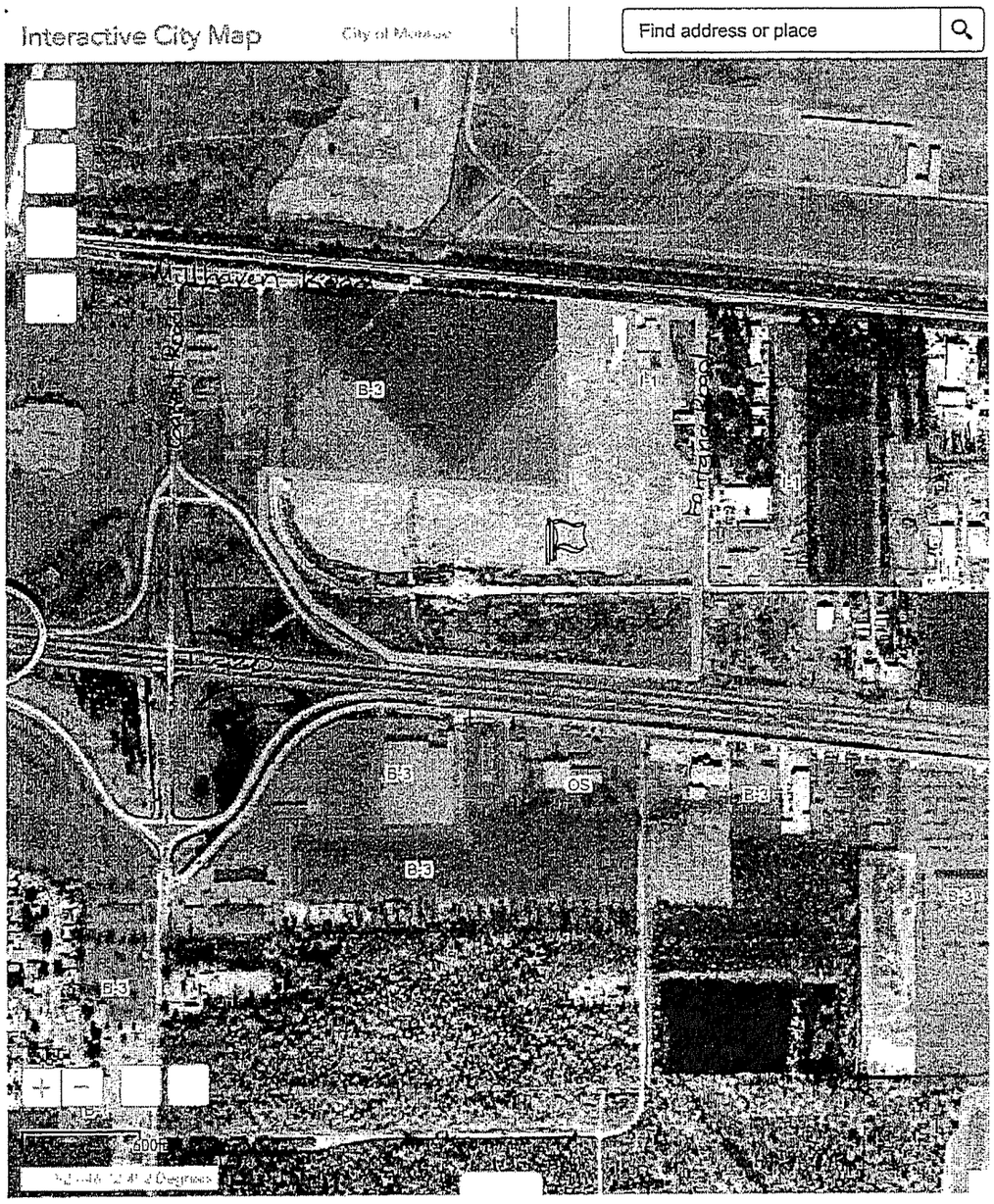


VICINITY PLAN

TABULATIONS	BLDG AREA	PARKG REQD
CINEMA	60,000	1,000 (1/3 seats)
RETAIL	240,960	1,205 (1/200)
RESTAURANT	39,400	394 (1/100)
MULTI-FAMILY	66,200	+ 150 (1.5/unit)
TOTAL	406,560	2,749
PARKING PROVIDED		2,757 (including 8/18 compact)
TOTAL SITE AREA		
PAD SITE AREA		

SITE PLAN

SCHEME SP-4


Interactive City Map
City of Missoula
Find address or place
B-2
B-3
OS
B-3
B-3
B-3
B-3
B-3
600 ft

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

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

An amendment to the Zoning Map to rezone a ±54-acre tract of land presently located in Ouachita Parish from OS, Open Space to B-3 (General Business/Commercial) District to develop a wide variety of commercial and service activities, restaurants and hotel development, and is more particularly described as follows:

Tract 1(Parcel 117514)

A certain tract parcel of land situated in Section 34, Township 18, North Range 4 East, City of Monroe, Ouachita Parish, Louisiana containing 43.247 acre mor or less and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence, North 89 degrees 59 minutes 42 seconds West for a distance of 2,698.08 feet; thence, North 00 degrees 22 minutes 02 seconds West along the west line of Fontana Road for a distance of 445.22 feet to a point; thence North 84 degrees 52 minutes 38 seconds West for a distance of 673.69 feet to the Southeast corner of a certain 31.6 acre tract of land acquired by the City of Monroe recorded in Conveyance Book 768, page 712 of the records of Ouachita Parish, Louisiana, said point being 200 feet (called 100 feet) west of the west line of a parcel sold to Frank C. Cappo as per deed in Conveyance Book 445, page 673, said corner being the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes 38 seconds West along the north line of a certain 41.161 acre tract acquired by the Hakim Properties in Conveyance Book 1907, Page 236, for a distance of 511.36 feet to the intersection with the southeasterly line of the Existing Ultimate Clear Zone for the Monroe Airport (Runway 4-22); thence, North 36 degrees 31 minutes 11 seconds East for a distance of 847.86 feet to the intersection with the east line of said 31.6 acre tract; thence S 00 degrees 22 minutes 30 seconds East along said east line for a distance of 727.06 feet to the POINT OF BEGINNING and being subject to all rights-of-way, eastments and servitudes of record or of use.

Tract 2 (Parcel 117515)

A certain tract parcel of land situated in Section 34, Township 18 North, Range 4 East, City of Monroe, Ouachita Parish, Louisiana containing 7.975 acres more or less and being more particularly described as follows:

Commencing at the Southeast corner of said Section 34; thence North 89 degrees 59 minutes 42 seconds West for a distance of 2,698.08 feet; thence North 00 degrees 22 minutes 02 seconds West along the west line of Fontana Road for a distance of 445.22 feet to a point; thence, North 84 degrees 52 minutes 38 seconds West for a distance of 673.69 feet to the Southeast corner of a certain 31.6 acre tract of land acquired by the City of Monroe recorded in Conveyance Book 768, page 712 of the records of Ouachita Parish, Louisiana, said point being 200 feet (called 100 feet) west of the west line of a parcel sold to Frank C. Cappo as per deed in Conveyance Book 445, page 673, thence continue North 84 degrees 52 minutes 38 seconds West along the north line of a certain 41.161 acre tract acquired by Hakim Properties in Conveyance Book 1907, page 236, for a distance of 530.76 feet to the intersection with the Southwesterly line of the existing Ultimate Clear Zone for Monroe Airport (Runway 4-22) and the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes 38 seconds for distance of 875.24 feet to a point being 80.34 feet from the Northwest corner of said 41.61 acre tract (bearing South 84 degrees 52 minutes 38 seconds East); thence,

Parcel 113920

A certain tract or parcel of land containing 2.330 acres, more or less, situated in Section 34, Township 18 North, Range 4 East, Land District of Red River, Ouachita Parish Louisiana, and being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana; thence North 89 degrees 59 minutes 42 seconds West a distance of 2,698.08 feet to a point on the West right-of-way line of Fontana Road; thence North 00 degrees 22 minutes 02 seconds West a distance of 540.24 feet; thence North 84 degrees 52 minutes West a distance of 157.81 feet; thence North 00 degrees 22 minutes 05 seconds West a distance of 139.00 feet to the POINT OF BEGINNING; thence North 84 degrees 52 minutes West a distance of 315.55 feet; thence North 00 degrees 22 minutes 30 seconds West a distance of 323.06 feet; thence South 84 degrees 52 minutes East a distance of 319.59 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 323.05 feet to the POINT OF BEGINNING, and being subject to all rights-of-ways, easements and servitudes of record or of use.

Parcel 13748 & 73072

A certain tract 2.5 acre tract of land situated in the Southwest Quarter of Section 34, Township 18 North, Range 4 East, being more particularly described as follows; from an iron pin at the South one-fourth corner of Section 34 run North 89 degrees 58.5 minutes west along the South line of Section 34 a distance of 50.00 feet to an iron pin; thence run North 00 degrees 22.5 minutes West along line parallel to the North-South center line of Section 34 a distance of 1,372.54 feet to an iron pin on the South line of Millhaven Road (60 feet wide); thence run North 84 degrees 52 minutes West along the South line of Millhaven Road a distance of 157.805 feet to an iron pin for the POINT OF BEGINNING; thence continue North 84 degrees 52 minutes West along last described course a distance of 157.805 feet to an iron pin; thence Southo00 degrees 22.5 minutes East and parallel to the North-South centerline of Section 34 a distance of 693.30parallel to the South line of Millhaven Road a distance of 157.805 feet to an iron pin; thence North 00 degrees 22.5 minutes West and parallel to the North-South centerline of Section 34 a distance of 693.30 feet to the POINT OF BEGINNING, containing 2.5 acres of land, being the Mrs. Evelyn Cappo Graham tract as shown on plat attached to exchange deed recorded in Conveyance Book 800, Page 600 records of Ouachita Parish, Louisiana.

And

A certain 2.5 acre tract of land situated in the Southwest one-fourth of Section 34, Township 18 North, Range 4 East, described as follows: From an iron pin at the South one-fourth corner of Section 34, run North 89 degrees 58.5 feet West along the South line of Section 34 a distance of 50.00 feet to an iron pin thence; run North 00 degrees 22.5 minutes West along a line parallel to the North-South centerline of Section 34 a distance of 1,372.54 feet to an iron pin on the South line of Millhaven Road (60 feet wide); thence run North 84 degrees 82 minutes West along the South line of Millhaven Road a distance of 315.61 feet to an iron pin for a POINT OF BEGINNING; THENCE CONTINUE North 84 degrees 52 minutes West along last described course a distance of 157.72 feet to an iron pin; thence South 00 degrees 22.5 feet East parallel to the North-South centerline of Section 34 a distance of 693.30 feet to an iron pin; thence South 84 degrees 52 minutes East and parallel to the South line of Millhaven Road a distance of 157.75 feet to an iron pin; thence North 00 degrees 22.5 feet West and parallel to the North-South centerline of Section 34 a distance of 693.30 feet to the POINT OF BEGINNING, containing 2.5 acres, begin the Mrs. Virginia Cappo Reneau tract as shown on Plat titles "Survey of
Cappo Property in Southwest one-fourth of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana", dated December 31, 1963, signed by W. I. Neal, C. E.

Less & Except

A certain tract or parcel of land containing 2.330 acres, more or less, situated in Section 34, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish Louisiana, and being more particularly described as follows:

Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East,
Ouachita Parish, Louisiana; thence North 89 degrees 59 minutes 43 seconds West a distance of 2,698.08 feet to a point on the West right-of-way line f Fontana Road; thence North 00 degrees 22 minutes 02 seconds West a distance of 540.24 feet; thence North 84 degrees 52 minutes West a distance of 157.81 feet; thence North 00 degrees 22 minutes 05 seconds West a distance of 139.00 feet to a POINT OF BEGINNING; thence North 84 degrees 52 minutes West a distance of 315.55 feet; thence North 00 degrees 22 minutes 30 seconds West a distance of 323.06 feet; thence South 84 degrees 52 minutes East a distance of 319.59 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 323.05 feet to the POINT OF BEGINNING, and being subject to all rights-of-ways, easements and servitudes of record or of use.

Parcel 40969, 12556 & 13600

From an iron pin at the South one-quarter corner of said Section 34, Township 18 North, Range 4 East, measure 89 degrees 58.5 minutes feet West along the South line of said Section 34 distance of 50.00 feet to an iron pin; thence measure North 00 degrees, 22.5 feet West along the West line of Fontana Road (50 feet wide) a distance of 540.24 feet to an iron pin and the POINT OF BEGINNING; thence continue North 00 degrees 22.5 feet West along the West line of Fontana Road a distance of 139.00 feet to an iron pin; thence

Faulk Tract & Hakim Properties

Tract 12887

A certain tract or parcel of land situation in Section 3, Township 17 Range 4 East, and Section 34 Township 18 North, Range 4 East, in Land District North of the Red River, Ouachita Parish, Louisiana containing 41.161 acres more or less and being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, thence North 89 degrees 59 minutes 42 seconds West along the line common to Section 3, Township 17 North, Range 4 East; thence North 89 degrees 59 minutes 34 seconds; thence North 89 degrees 48 seconds West a distance of 50.07 feet to the west right-of-way line of Fontana Road and the POINT OF BEGINNING; thence North 89 degrees 59 minutes 48 seconds West along the North line of property belonging to Sunshine Real Estate Holdings L. L. C., said property also being the South line of portion of property that was owned by Mrs. Patti Cappo a distance of 292.12 feet to the Northeast corner of Lot 1 of H. R. Hayes Garrett Road Subdivision a distance of 428.30 feet to the North right-of-way line of Interstate Highway 20. Thence North 84 degrees 17 minutes 58 seconds West along the North right-of-way line of Interstate Highway 20 a distance of 1,266.14 feet; thence North 68 degrees 03 minutes 33 seconds West along the North right-of-way line of Interstate 20 a distance of 250.00 feet; thence North 48 degrees 36 minutes 46 seconds West a distance of 194.04 feet; thence North 30 degrees 44 minutes 36 seconds West along North right-of-way line of Interstate 20 a distance of 65.46 feet; thence North 29 degrees 50 minutes 48 seconds West along the north right-of-way line of Interstate 20 a distance of 57.66 feet; thence north 29 degrees 51 minutes 01 seconds West along the north right-of-way line of Interstate 20 a distance of 326.68 feet to the point on the East line of property owned by Sol's Pipe Yard Inc.; thence North 00 degrees – minutes 44 seconds West along the East side property belonging to the City of Monroe; thence South 84 degrees 52 minutes 38 seconds East along the south line of property owned by the City of Monroe a distance of 1,586.08 feet; thence North 00 degrees 22 minutes 30 seconds West along the East line of property owned by the City of Monroe, a distance of 234.12 feet; thence South 84 degrees 52 minutes East a distance of 416.01 feet; thence South 00 degrees 22 minutes 05 seconds East a distance of 139.00 feet; thence south of 84 degrees 52 minutes East a distance of 157.81 feet to the west right-of-way line of Fontana Road; thence South 00 degrees 22 minutes 02 seconds East along the west right-of-way line of Fontana Road a distance of 540.24 feet to the Point of Beginning.

Parcel 114980

A certain tract of land situated in Section 3, Township 17 North, Range 4 East and Section 34, Range 4 East, in Land District North of the Red River, Ouachita Parish, Louisiana and being more particularly described as follows: Commence at the Southeast corner of Section 34, Township 18 North, Range 4 East, thence North 89 degrees 59 minutes 42 seconds West along the line common to Section 3, Township 17 North, Range 4 East, and Section 34, Township 18 North, Range East, a distance of 2,648.01 feet to the South quarter corner of Section 34; thence North 89 degrees 59 minutes 48 seconds West a distance of 50.07 feet to the West right-of-way line of Fontana Road; thence North 89 degrees 59 minutes 48 seconds West along the North line of property formerly belonging to Sunshine Real Estate Holdings L. L. C. , said property also being the South line of portion of property that was owned by Mrs. Patti Cappo a distance of 292.12 feet o the Northeast corner of Lot 1 of H. R. Hayes Garrett Road Subdivision; thence South 00 degrees 01 minutes 46 seconds East along the West line of property owned by Sunshine Real Estate Holdings L. L. C. and also being the East line of the H. R. Hayes Garrett Road Subdivision a distance of 428.30 fee to the North right-of-way line of Interstate Highway 20. Thence North 84 degrees 17 minutes 58 seconds West along the North right-of-way line of Interstate Highway 20 a distance of 1,266.14 feet; thence North 68 degrees 03 minutes 33 seconds West along the North right-of-way West along the North right-of-way line of Interstate 20 a distance of 250.00 feet; thence North 48 degrees 36 minutes 46 seconds West a distance of 194.04 feet; thence North 30 degrees 44 minutes 36 seconds West along North right-of-way line of Interstate 20 a distance of 65.46 feet; thence North 29 degrees 50 minutes 48 seconds West along the north right-of-way line of Interstate 20 a distance of 57.66 feet; thence North 29 degrees 51 minutes 01 seconds West along the north right-of-way line of Interstate 20 a distance of 326.68 feet to a point on the East line of property owned by So's Pipe Yard Inc.; thence North 00 degrees 00 minutes 44 seconds West along the East side of property belonging to Sol's Pipe Yar Inc. a distance of 329.28 feet to the southwest corner of property belonging to the City of Monroe; thence South 84 degrees 52 minutes 38 seconds East along the south line of property owned by the City of Monroe a distance of 1,586.08 feet, more or less, to the Southeast corner of City of Monroe tract; thence North 00 degrees 22 minutes 30 seconds West along the East line of property owned by the City of Monroe, a distance of 234.12 feet to the POINT OF BEGINNING; thence continue North 00 degrees 22 minutes 30 seconds along the West property line of City of Monroe property a distance of 693.81 feet, more or less, to the South right-of-way line of Millhaven Road; thence South 84 degrees 52 minutes 38 seconds East along the South line of Millhaven Road a distance of 100.46 feet, more or less, to the West line of property belonging to F. H. Falcon, et al; thence South 00 degrees 22 minutes 30 seconds East along the West line of said F. J. Falcon property a distance of 693.83 feet to a point on the North line of a property acquired by I-20 Corridors, LLC from the Faulk Estate; thence North 84 degrees 52 minutes 00 seconds West along the North line of I-20 Corridors. LLC property a distance of 100.46 feet, more or less, to the Southeast corner of City of Monroe property and the Point of Beginning. The intent of this legal description is to convey all the property presently owned by the Faulk Estate between the City of Monroe's property on the West and the F. J. Falcon, et al property on the East from Millhaven Road South to the Property owned by I-20 Corridors, LLC. to I-20 Corridor's, LLC..

measure North 84 degrees 52 minutes West a distance of 157.805 feet to an iron pin; thence measure South 00 degrees 22.5 feet East a distance of 139.00 feet an iron pin; thence measure South 84 degrees 52 feet East a distance of 157.805 feet to the Point of Beginning, containing 0.50 acres (1/2) more or less.

A certain 2.5 acre tract of land situated in the Southwest one-fourth of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows: From an iron pin at the South one-fourth corner of Section 34 run North 89 degrees 58.5 feet West along the South line of Section 34 a distance of 679.24 feet to North-South centerline of Section 45 a distance of 679.24 feet to an iron pin for the POINT OF BEGINNING; thence continue North 00 degrees 22.5 feet West along described course a distance of 693.30 feet an iron pin on the South line of Millhaven Road (60 feet wide); thence North 84 degrees 52 feet West along the South line of Millhaven Road a distance of 157.805 feet to an iron pin; thence South 00 degrees 22.5 feet East and parallel to the North-South centerline of Section 34 a distance o f 693.30 feet to an iron pin; thence South 84 degrees 52 feet East and parallel to the South line of Millhaven Road a distance of 157.805 feet to the POINT OF BEGINNING, containing 2.5 acres, being the Mrs. Carol Sue Cappo Graham tract as shown on Plat titled "Survey of Cappo Property in Southwest quarter of Section 34 Township 18 North, Range 4 East, Ouachita Parish, Louisiana", dated December 31, 1963, signed by W. I. Neel, C. E. attached hereto and made a part thereof.

LESS AND EXCEPT:

A certain 2 acre tract of land situated in the Southwest quarter of Section 34, Township 18 North, Range 4 East, Ouachita Parish, Louisiana, being more particularly described as follows: FROM an iron pin at the South one-fourth corner of Section 34, as shown on plat filed in Conveyance Book 800, page 603, records of Ouachita Parish, Louisiana, run North 89 degrees 58.5 feet West along the South line of Section 34 , a distance of 50.00 feet to an iron pin; thence run North 00 degrees 22.5 feet West along line parallel to the North-South centerline of Section 34, a distance of 817.94 feet to an iron pin for the POINT OF BEGINNING; thence continue North 00 degrees 22.5 feet West along the West line of Fontana Road, a distance of 554.60 feet to an iron pin on the South line of Millhaven Road, a distance of 157.805 feet to an iron pin; thence run South 00 degrees 22.5 feet East and parallel to the North-South centerline of Section 34, a distance of 554.60 feet to an iron pin; thence run South 84 degrees 52 feet East and parallel to the South line of Millhaven Road, a distance of 157.805 feet to the POINT OF BEGINNING, containing 2 acres and being SUBJECT to any Right-of-ways, Servitudes or Easements of record, as per plat and process verbal by V. A. Hubka, L. S., dated March 5, 1976 attached hereto made a part hereof.

Parcel "C" (Tract 11520)

A certain lor or parcel of land lying in Section 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana containing 2.707 acres, more or less, and being more particularly described as follows:

Commence at a point on the line between Section 34, Township 18 North, Range 4 East and Section 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana, said point called being South 89 degrees 45 minutes West a distance of 1,940.97 feet from the corner common to Sections 34 and 35, Township 18 North, Range 4 East and Section 2 and 3, Township 17 North, Range 4 East, Ouachita Parish, Louisiana; thence run South 00 degrees 17 minutes 50 seconds East along the West line of property now owned by William Earl Brinson for a distance of 25.00 feet to an iron pipe located on the South side of Fontana Road; thence run South 89 degrees 44 minutes 30 seconds West along the South side of said road for a distance of 741.38 feet to a three-fourths inch iron pipe and the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 00 degrees 17 50 seconds East for a distance of 374.03 feet to a three-fourth's inch iron pipe located on the North line of a proposed service road; thence run North 84 degrees 31 minutes 09 seconds West along the North line of said road, said line being parallel with and 60 feet Northerly of the North right-of-way line of Interstate Highway No. 20, for a distance of 310.12 feet to a three-fourths inch iron pipe; thence run North 00 degrees 17 minutes 38 seconds West along the East side of the H. R. Hayes Garrett Road Subdivision as per plat of record in the records of Ouachita Parish, Louisiana, for a distance of 368.01 feet to a three-fourths inch iron pipe located in the center of an existing dirt road; thence run North 89 degrees 44 minutes 28 seconds East along the center of said dirt road, for a distance of 292.16 feet to a one and one-half inch iron pipe located on the West side of Fontana Road, thence run South 00 degrees 17 minutes 50 seconds East along the West side of said road for a distance of 24.99 feet to a three-fourths inch iron pipe; thence run South 89 degrees 44 minutes 30 seconds East along the South side of said road, for a distance of 1637 feet to the POINT OF BEGINNING and being subject to the rights-of-way of all existing roads and utilities of record or of use and being further shown as Parcel "C" by a plat prepared by Mason Surveying, Inc. West Monroe, Louisiana.

LESS AND EXCEPT

A LEGAL DESCRIPTION OF RIGHT OF WAY FOR I-20 NORTH SERVICE ROAD (PHASE 1) BY DENMON ENGINEERING CO., INC. PROJECT NO. 13-05-05

Parcel #2-1 (Tract 117515)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found DOTD concrete right-of-way monument on the North exit ramp right-of-way of Interstate 20 situated in Section 34, Township 18 North, Range 4 East in Ouachita Parish, Louisiana; thence South 29 degrees 53 minutes 57 seconds East along the said Interstate 20 right-of-way, a distance of 144.37

feet to a five-eighths inch rebar on the said right-of-way; thence leaving the Interstate 20 right-of-way, North 00 degrees 00 minutes 44 seconds West, a distance of 329.28 feet to a point at the Northeast corner of the I-20 Corridor Properties, LLC property; thence South 84 degrees 52 minutes 38 seconds East, a distance of 80.34 feet to a point and being the POINT OF BEGINNING; thence South 44 degrees 56 minutes 59 seconds East, a distance of 52.51 feet to a point; thence South 00 degrees 08 minutes 58 seconds East, a distance of 191.33 feet to a point and being a curve to the right whose radius is 3,879.72 feet, whose chord bears South 03 degrees 34 minutes 22 seconds West for a chord length of 110.10 feet and an arc length of 110.11 feet to a point; thence South 04 degrees 23 minutes 09 West a distance of 102.18 feet to a point and being a curve to the left whose radius is 3,759.72 feet, whose chord bears South 03 degrees 21 minutes 36 seconds West for a chord length of 134.63 feet and arc length of 134.64' to a point; thence South 40 degrees 13 minutes 15 seconds East a distance of 39.76 feet to a point; thence South 00 degrees 44 minutes 44 seconds West, a distance of 60.00 feet to a point; thence South 43 degrees 13 minutes 59 seconds West a distance of 40.68 feet to a point and being a curve to the right whose radius us 3,759.72, whose chord bears South 00 degrees 10 minutes 40 seconds West for a chord length of 42.93 feet and an arc length of 42.93 feet to a point; thence South 00 degrees 08 minutes 58 seconds East, a distance of 60.53 minutes to a point; thence North 84 degrees 52 minutes 38 seconds West a distance of 10.04 feet back to the POINT OF BEGINNING and containing 0.489 acre more or less.

Parcel #3-2 (Tract 12887)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found DOTD concrete right-of-way monument on the North exit ramp right-of-way of Interstate 20 situated in Section 34, Township 18 North, Range 4 East in Ouachita Parish, Louisiana; thence South 29 degrees 53 minutes 57 seconds East along the said Interstate 20 right-of-way, a distance of 144.73 feet to a five-eighths inch rebar on the said right-of-way, North 00 degrees 00 minutes 44 seconds West, a distance of 329.28 feet to a point at the Northeast corner of the I-20 Corridor Properties, LLC property thence South 84 degrees 13 minutes 36 seconds West, a distance of 60.00 degrees to a point; thence South 41 degrees 09 minutes 56 seconds West, a distance of 39.71 feet to a point; thence South 00 degrees 08 minutes 58 seconds East, a distance of 42.18 feet to a point and being a curve to the left whose radius is 473.41 feet, whose chord bears South 43 degrees 46 minutes 50 seconds East for a chord length of 527.96 feet and an arc length of 560.05 feet to a point; thence North 65 degrees 17 minutes 00 seconds East, a distance of 38.28 feet to a point; thence South 88 degrees 38 minutes 01 seconds East, a distance of 60.00 feet to a point; thence South 57 minutes 16 minutes 56 second East, a distance of 38.01 feet to a point; thence North 89 degrees 48 minutes 16 seconds East, a distance of 50.02 feet to a point; thence South 45 degrees 12 minutes 40 seconds East, a distance of 70.73 feet to a point; thence South 87 degrees 17 minutes 03 seconds East, a distance of 196.88 feet to a point; thence South 89 degrees 04 minutes 03 seconds East, a distance of 253.96 feet to a point; thence North 52 degrees 25 minutes 35 seconds East, a distance of 40.37 feet to a point; thence South 88 degrees 38 minutes 01 seconds East, a distance of 60.00 feet to a point; thence South 54 degrees 37 minutes 47 seconds East, a distance of 39.32 feet to a point; thence North 89 degrees 48 minutes 16 seconds East, a distance of 484.14 feet to a point; thence North 28 degrees 25 minutes 14 seconds East, a distance of 25.06 feet to a point; thence North 00 degrees 10 minutes 15 seconds West, a distance of 63.03 feet to a point; thence North 10 degrees 09 minutes 33 seconds East, a distance of 55.77 feet to a point; thence North 89 degrees 37 minutes 58 seconds East, a distance of 14.60 feet to a point on the west right-of way of Fontana Road; thence South 00 degrees 22 minutes 02 seconds East along the said west right-of-way, a distance of 178.25 feet to a point; thence North 89 degrees 59 minutes 48 seconds West, a distance of 200.06 feet to a point; thence South 85 degrees 21 minutes 55 seconds West, a distance of 212.91 feet to a point and being a curve to the right whose radius is 87.50 feet, whose chord bears South 90 degrees 54 minutes 59 seconds west for a chord length of 124.76 feet and an arc length of 138.89 feet to a point; thence North 82 degrees 46 minutes 17 seconds West, a distance of 164.35 feet to a point; thence South 89 degrees 48 minutes 16 seconds West, a distance of 221.55 feet to a point and being a curve to the right whose radius is 540.00 feet, whose chord bears North 78 degrees 58 minutes 17 seconds West for a chord length of 191.70 feet and an arc length of 192.72 feet to a point; thence North 78 degrees 23 minutes 41 seconds West, a distance of 184.55 feet to a point on the north exit ramp right-of-way of Interstate 20; thence North 29 degrees 51 minutes 01 seconds West, a distance of 326.68 feet back to the POINT OF BEGINNING and containing 5.647 acre more or less.

Parcel #4-3 (Tract 111520)
Owner of Record: I-20 Corridor Properties, LLC

Commencing from a found three-fourths inch iron pipe at the northwest property corner of Lighthouse Baptist Church of Monroe, Inc. and being on the south right-of-way of Fontana Road and being the POINT OF BEGINNING; thence South 00 degrees 01 minutes 35 seconds East along the property line common with Lighthouse Baptist Church of Monroe, Inc. and I-20 Corridor Properties, LLC, a distance of 26.29 feet to a point; thence leaving said property line, South 88 degrees 48 minutes 07 seconds West, a distance of 15.58 feet to a point; thence North 78 degrees 53 minutes 08 seconds West, a distance of 50.99 feet to a point; thence South 89 degrees 48 minutes 16 seconds West, a distance of 242.97 feet to a point; thence North 00 degrees 01 minutes 46 seconds West, a distance of 42.69 feet to a point; thence, South 89 degrees 59 minutes 48 seconds East, a distance of 292.12 feet to a point on the west right-of-way of Fontana Road; thence South 00 degrees 13 minutes 27 seconds East along the said right-of-way, a distance of 25.00 feet to a point intersecting the south right-of-way of Fontana Road; thence South 89 degrees 49 minutes 00 seconds East along the said right-of-way, a distance of 16.37 feet back to a found three-fourth inch iron pipe and being the POINT OF BEGINNING and containing 0.298 acres more or less.

APPLICANT: I-20 Corridor Properties & North American land Dev. (MA 104-20)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-0-1 vote. The proposed property to be zoned is currently within Ouachita Parish and is being annexed into the City Limits. The applicant wishes to develop this property as for a wide variety of commercial and service activities, restaurants and hotel development. The property has not been subdivided to create the appropriate lots, but the existing B-3 (General Business/Commercial) District does allow for these types of uses.

WHEREAS, the City Council has decided to add conditions to the approval of the rezoning;

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to zone the ±54-acres previously described to B-3 (General Business/Commercial) District, as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 12th day of October 2021.

NOTICE PUBLISHED on the _____ day of _____2021.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2021.

_____

CHAIRMAN

_____

CITY CLERK

_____

MAYOR'S APPROVAL

_____

MAYOR'S VETO

CITY OF MONROE
PLANNING & URBAN DEVELOPMENT
Planning & Zoning

Post Office Box 123
Monroe, LA 71210
off: 318-329-2430
fax: 318-329-2485

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

October 4, 2021 City Hall Monroe, Louisiana

RE: MA 104-21

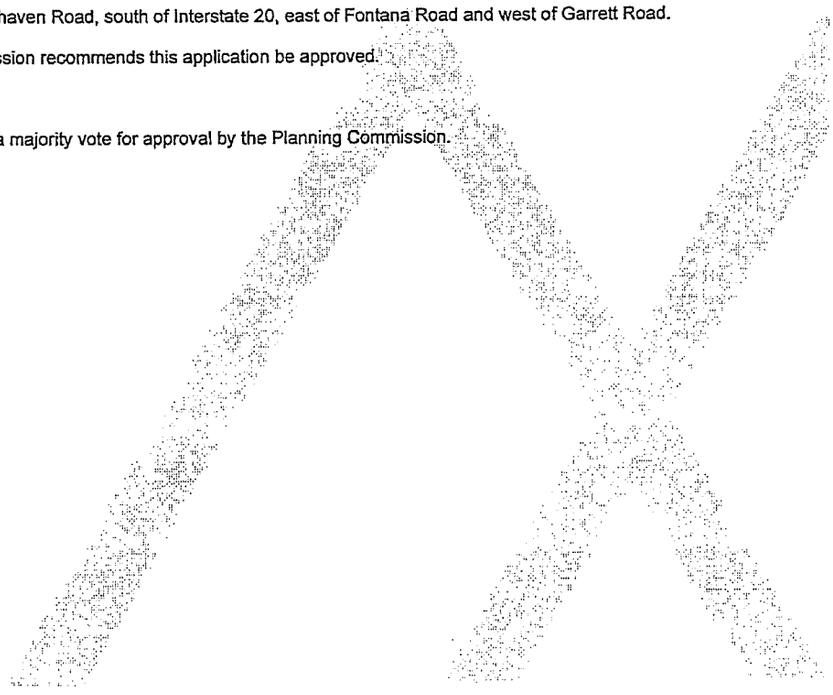
APPLICANT: I-20 Corridor Properties & North American Land Development

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Jott Delcambre

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 ± 54-acre parcel of land presently located in Ouachita Parish to OS (Open Space) District to the B-3 (General Business/Commercial) District, in order to develop a wide variety of commercial and service activities, restaurants and hotel development. The property is located north of Millhaven Road, south of Interstate 20, east of Fontana Road and west of Garrett Road. The commission recommends this application be approved.

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



City of Monroe
Planning Commission

Case No.:	MA 104-21
Name of Applicant:	I-20 Corridor Properties & North American Land Dev.
Address of Property:	N. of Millhaven Rd., S. of I-20, E. of Fontana Rd and W. of Garrett Rd
Size of Property:	±54 acres
Present Zoning:	None, located in Ouachita Parish
Proposed Zoning:	B-3, General Business/Commercial District
Council District:	3 (once annexed)

REQUEST:	This is a request to zone a ±54-acre tract of land that is being annexed into the City of Monroe to B-3 (General Business/Commercial) District for retail sale establishments.
PRESENT ZONING:	None, it is presently located in the parish.
PRESENT USE:	Vacant land.
MOST NEARLY BOUNDED BY (STREETS):	North of the Interstate 20, south of Millhaven Road and east of Garrett Road.
SURROUNDING LAND USES:	The surrounding land use consists of commercial to the east and west; vacant land to the south and Interstate 20 to the north.
ADVERSE INFLUENCES:	Additional businesses will increase traffic and possible drainage issues.
POSITIVE INFLUENCES:	Increase of property and sales taxes for the City.
COMPREHENSIVE PLAN:	The area is designated **Highway Commercial Mixed-Use** land use category on the Future Land Use Map. This is a more intense area for highway and office/commercial and retail uses, located along the Interstate 20 spine.

COMMENTS/
RECOMMENDATIONS:

The applicant is requesting the property be zoned B-3 (General Business/Commercial) District as the land is being annexed into the City of Monroe and therefore does not have a zoning classification. The applicant plans to construct retail establishments at this location. The B-3 General Business/Commercial district allows for this type of use.

OPTIONS:

Approve the applicant's request to zone a ±54-acre tract of land to B-3, General Business/Commercial District.

Deny the applicant's request to zone a ±54-acre tract of land to B-3, General Business/Commercial District.

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

a. The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.

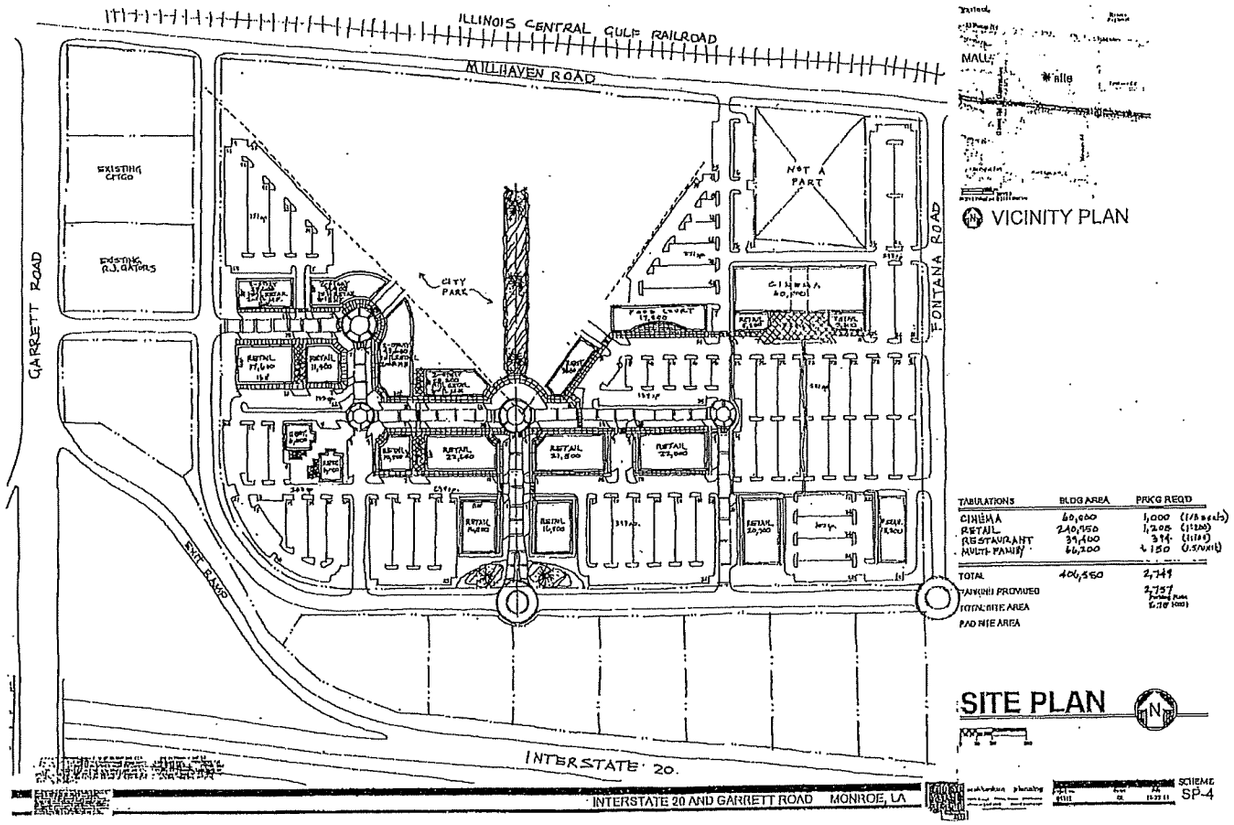
c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.

d. The site is appropriate for the development allowed in the proposed district.

e. There are substantial reasons why the property cannot be used according to existing zoning.

f. Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.

g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

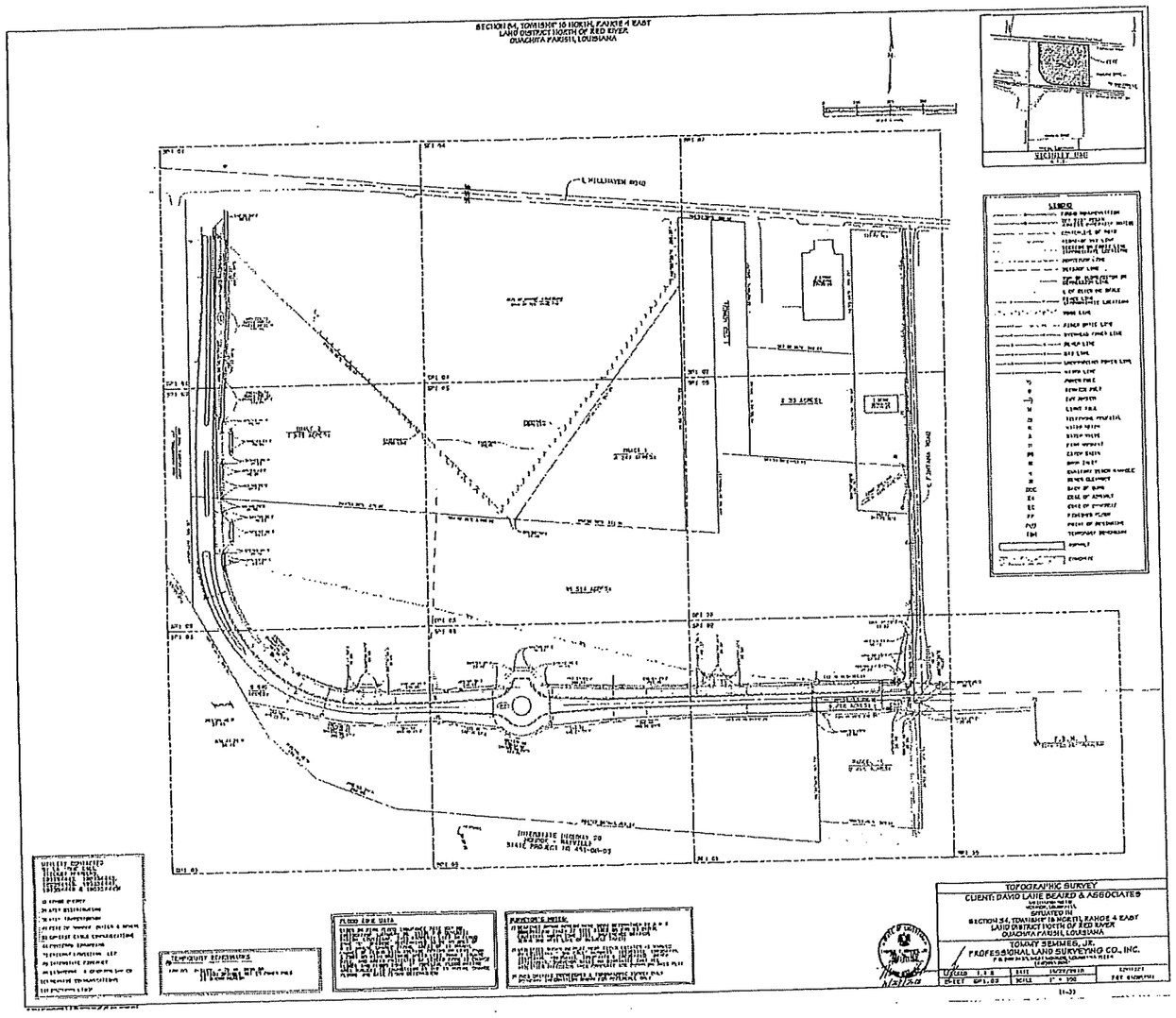


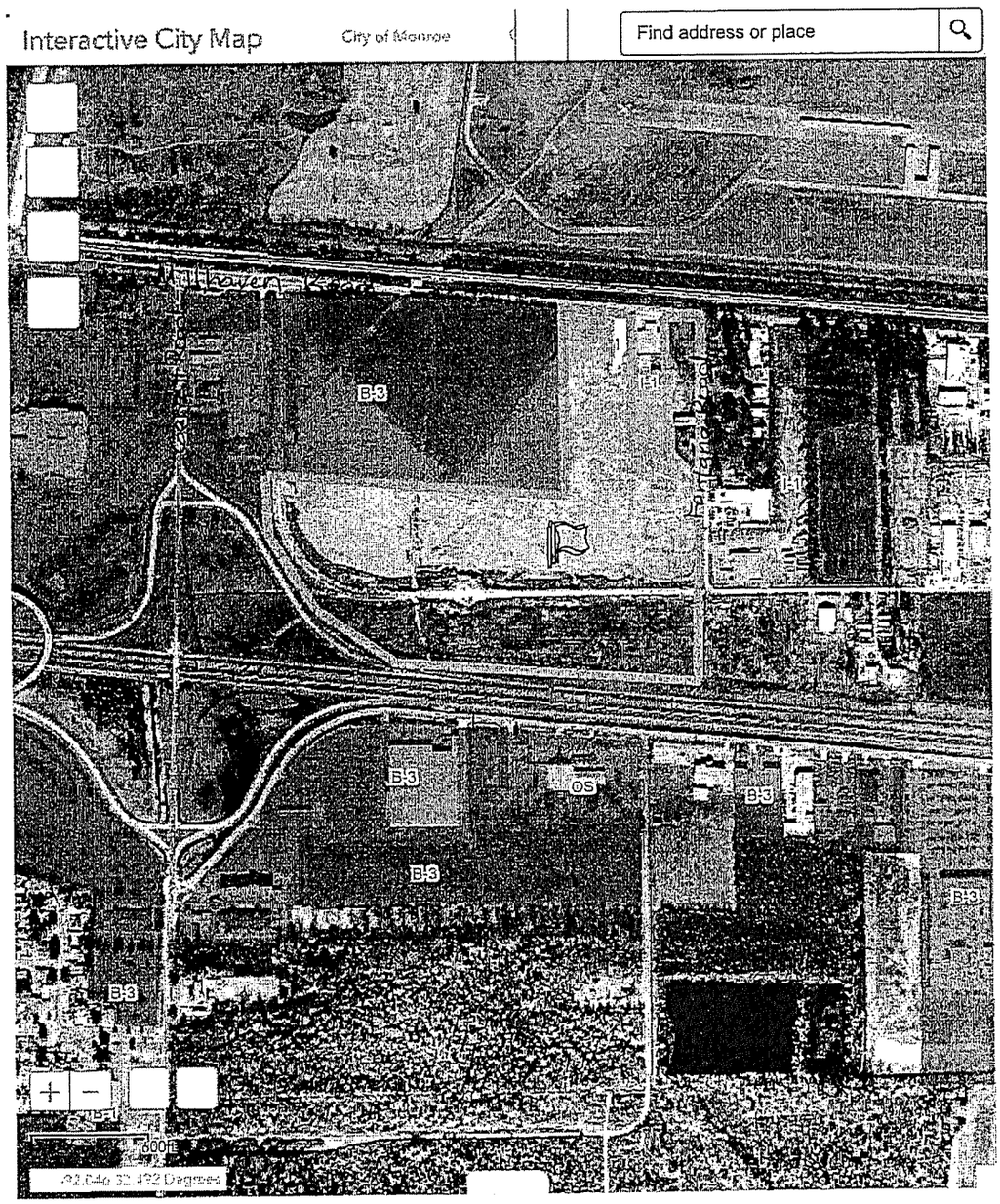
VICINITY PLAN

TABULATIONS	BLDG AREA	PRKG REQ'D
CINEMA	40,000	1,000 (1/4 seats)
RETAIL	240,150	1,205 (1/200)
RESTAURANT	39,400	394 (1/100)
MULTI-FAMILY	66,200	1,150 (1.5/unit)
TOTAL	405,550	2,749
PARKING PROVIDED		2,757
TOTAL SITE AREA		
PAD SITE AREA		

SITE PLAN

SCHEME SP-4


SECTION 34, TOWNSHIP 18 NORTH, RANGE 4 EAST
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA
E MILLHAVEN ROAD
TRUMAN LEACH
E FAIRFIELD ROAD
INTERSTATE HIGHWAY 20
MONROE - RUSTON
STATE PROJECT NO. 451-06-03
SECTION 34
LEGEND
TOPOGRAPHIC SURVEY
CLIENT: DAVID LAIRE BEARD & ASSOCIATES
SITUATED IN
SECTION 34, TOWNSHIP 18 NORTH, RANGE 4 EAST
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA
TOMMY SEMMES, JR.
PROFESSIONAL LAND SURVEYING CO., INC.


Interactive City Map
City of Monroe
Find address or place
B-3
B-3
OS
B-3
B-3
B-3
B-3
600 ft

O R D I N A N C E

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

Amendment to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service

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WHEREAS, the City Council of the City of Monroe has this date held its Public Hearing with respect to the following proposed amendments to Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service; and

WHEREAS, the addition of "a Conditional Use Permit may be needed for alcohol sales, depending on the Zoning Classification" to help alleviate confusion as to what is allowed and;

WHEREAS, the requirements in this section pertain to and clarify whether alcohol sales is permitted within the business zones. Clarification within definition shall only offer alcoholic beverages for on-premises consumption, unless otherwise noted for a full-service restaurant. These instances will coincide within the B-2, B-3, CBD or B-4 zones;

APPLICANT: City of Monroe (TAM 101-21)

WHEREAS, the City Council has further considered the recommendation of the Monroe Planning Commission recommending approval, on a 4-0-1 vote, and that the above stated Sections of the Code of the City of Monroe should be amended.

NOW, THEREFORE;

BE IT ORDAINED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that Chapter 37, Zoning, of the Zoning Ordinance of the City of Monroe, Louisiana be, and it is amended as follows:

Add:

Chapter 37 Zoning
Article VI Use Supplementary Use Standards
Section 37-92

(l) Restaurants -Full-Service Restaurants may need to obtain a Conditional Use Permit depending on what zoning classification it is located in.

Amend:

Chapter 37 Zoning
Article II Definitions
Section 37-21

Restaurants, Full-service – A restaurant with table service (order placement and delivery on-site) provided to patrons, also including cafeterias; carry out service, if any, shall be a limited portion of the facility and activity. Full-service restaurants shall only offer alcoholic beverages for on-premises consumption. **(A Conditional Use Permit may be needed for alcohol sales depending on the Zoning Classification.)**

AMEND:

ARTICLE III. USE DISTRICTS

TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
RESTAURANT, CARRY-OUT		P	P	P	P	
RESTAURANT, FAST FOOD		P	P	P	P	
RESTAURANT, FULL-SERVICE		P	P	P	P	SECTION 37.92 (L)
RESTAURANT SPECIALTY	P	P	P	P	P	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major; (blank) = Not Permitted

BE IT FURTHER ORDAINED,

This ordinance was INTRODUCED on the 12th day of October 2021.
NOTICE PUBLISHED on the _____ day of _____,

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

AYES:

NAYS:

ABSENT:

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

2021.

_____
CHAIRMAN

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

CITY OF MONROE | PLANNING & URBAN DEVELOPMENT
Planning & Zoning

Post Office Box 123
Monroe, LA 71210
off: 318-329-2430
fax: 318-329-2485

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

October 4, 2021 CITY HALL MONROE, LOUISIANA

RE: TAM 101-21 **APPLICANT: City of Monroe/PUD/P&Z**

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Tegitra Thomas

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area ***are*** sufficient to justify the request for an ordinance amending Chapter 37, Zoning, of the Code of the City of Monroe, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service; repealing all ordinances in conflict herewith respect thereto and recommends the application be approved.

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

City of Monroe
Planning Commission

CASE NO.:	TAM 101-21
NAME OF APPLICANT:	CITY OF MONROE
ADDRESS OF PROPERTY:	N/A
COUNCIL DISTRICT:	N/A

Request: A request to **amend** Chapter 37, Zoning, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted, Conditional Uses, in the Use Standards to add in the table referring to the restaurant, full-service.

Positive Influences: To clarify whether full-service restaurants will need to obtain a Conditional Use Permit, depending on the zoning classification it is located under.

Comments/ Recommendations: This is a request to **amend** Chapter 37, Zoning, Article III, Use Districts, Section 37-37 Commercial Use Districts, Table 3.3 Commercial Districts Permitted and Conditional Uses, in Use Standards to add in the table referring to the restaurant, full-service.

This amendment is intended to provide and clarify whether alcohol sales are permitted in certain zones, with or without a Conditional Use Permit and based on the Zoning Classification. Clarification within the definition shall only offer alcoholic beverages for on-premises consumption, unless otherwise noted for a full-service restaurant. These instances would coincide within the B-2, B-3, CBD or B-4 zones.

AMEND:

Chapter 37 Zoning
Article II Definitions
Section 37-21

Restaurants, Full-service – A restaurant with table service (order placement and delivery on-site) provided to patrons, also including cafeterias; carry out service, if any, shall be a limited portion of the facility and activity. Full-service restaurants shall only offer alcoholic beverages for on-premises consumption. **(A Conditional Use Permit may be needed for alcohol sales depending on the Zoning Classification.)**

ADD:

Chapter 37 Zoning
Article VI Use Supplementary Use Standards
Section 37-92

(l) Restaurants -Full-Service Restaurants may need to obtain a Conditional Use Permit depending on what zoning classification it is located in.

Options: Approve the text amendment as presented.

Approve and amend the text amendment.

Deny the text amendment as present.

AMEND:

ARTICLE III. USE DISTRICTS

TABLE 3.3: COMMERCIAL DISTRICTS PERMITTED AND CONDITIONAL USES						
USES	DISTRICTS					USE STANDARDS
	B-1	B-2	B-3	CBD	B-4	
RESTAURANT, CARRY-OUT		P	P	P	P	
RESTAURANT, FAST FOOD		P	P	P	P	
RESTAURANT, FULL-SERVICE		P	P	P	P	SECTION 37.92 (L)
RESTAURANT SPECIALTY	P	P	P	P	P	

Key: P = Permitted Use; Cm = Conditional Use Permit, minor; C = Conditional Use Permit, major; (blank) = Not Permitted