

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – APRIL 9, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF MARCH 26, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
None.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:
1. Council:
Public Comment:

- (a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Northeast Louisiana Arts Council for a fundraiser (Blend) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.
- (b) Adopt a Resolution granting an exception to the Open Container Ordinance to Ducks Unlimited for a fundraiser (Roadkill Cookoff) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.
- (c) Adopt a Resolution granting an exception to the Open Container Ordinance to the Northeast Louisiana Children’s Museum for a fundraiser (Juleps & Jockeys) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.
- (d) Adopt a Resolution granting an exception to the Open Container Ordinance to the Mu Tau Chapter of Omega Psi Phi Fraternity for a fundraiser pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.
- (e) Adopt a Resolution granting an exception to the Open Container Ordinance to the General Claire L. Chennault Foundation for the (Red, White & Blue Airshow) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

this request comes before the City Council for their approval in addition to that of the Planning Commission.

- (e) Consider request from Genesis Church of LA for a Major Conditional Use Permit to authorize a house of worship (church) at 1162 Oliver Road, Ste. 9 in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.
- (f) Consider request from Praise Temple COGIC for a Major Conditional Use Permit to authorize a house of worship (church) at 205 North 18th Street in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.
- (g) Consider request from WALIA/Brad Warren for a Major Conditional Use Permit authorizing the use of this location (1304 Sterlington Road) to allow alcohol beverage sales, off-premises in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.
- (h) Consider request from First Christian Church for a Major Conditional Use Permit to authorize a house of worship (church) at 7805 DeSiard Street in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance authorizing the City of Monroe to take corporeal possession of the property described below and sell to Lonnie Hudson, all rights, title, and interest that the City may have acquired to the Lot 20, Square 2, Blanks Addition, Ouachita Parish, 824 Marx St., District 5, Monroe, La, by adjudication at Tax Sale dated June 22, 2018, and further with respect thereto. (Legal)
- (b) Introduce an Ordinance revoking a portion of Grammont Street from South Stanley Avenue to its dead end and further providing with respect thereto. (P&Z)

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 approving a Lease between the City of Monroe and Pilots for Patients at the Monroe Regional Airport and further providing with respect thereto. (Airport)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
March 26, 2024
6:00 p.m.

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

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

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

There was absent: Mrs. Dawson

Chairman Ezernack announced that a quorum was present, and that the Invocation and the Pledge of Allegiance would be led by Mayor Ellis or his designee.

The Invocation was led by Chief Operating Officer Jimmie Bryant.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Ms. Woods said good evening, and it's good to see everybody here today and it is good to be back. She stated there have been a lot of challenges in her family, but things are starting to look up. She said to those who have offered prayers for her family and herself, they are truly grateful. She noted Pastor Levi Cyrus, Senior Pastor of the Evening Star Baptist Church, was a very fine gentleman and a role model. She noted he passed away last week, and his services will be tomorrow at the New Antioch Baptist Church. She said if you know anyone in his family or anyone who attends his church; this has been very hard for them to have a man snatched up in the prime of his life and going home to be with the Lord. She further noted he was definitely a God fearing man, and she stated everyone is wanting to go to heaven, but no one is wanting to really die, and we hate to see our family members die. She said if you would pray for the family it would be appreciated.

Mr. Marshall said good evening to everyone, and he congratulated all the newly elected. He thanked everyone that have supported him over the years, and he said he looks forward to the next chapter in his life. He said he looks forward to continuing to work with everyone in whatever capacity that God has him in his next season. He said he has enjoyed every moment of it, and he wouldn't change it for the world. He stated there are a few things going on across District 4 and some more Easter egg hunts going on all over, just check social media.

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

Chief Jimmie Bryant, Operating Officer, sitting in for the Mayor, stated he is going to deviate just a little bit. He said Mayor Friday Ellis has a slide presentation and he noted he would utilize some of the Mayor's staff to explain some of the things going on in the City.

Mr. Sean Benton, Water Plant Superintendent, said the first slide is the Water Treatment Plant expansion Phase 1 and he stated the City currently have been operating the new plant for about two months producing great quality water. He said new settling plates were put into the plant which gives it a better treatment process and also increases the square footage of treatment within the system itself. He stated they are giving tours at the location right now and to request a tour call 318-329-2321 or go to the City's website.

Chief Bryant wanted Mr. Benton to tell the audience how much of the community the water system serves.

Mr. Benton stated the water system services the whole community of Monroe which is right at 21,000 connections. He said they also provide water for the Town & Country water services, and he said overall they provide water for over 75 to 80 thousand people and businesses.

Mr. Morgan McCallister, City Engineer, said the 318 and DeSiard street improvement project groundbreaking was held on March 18th. He said 318 Day was set aside for those who reside in the 318 area code, and it was an opportunity to highlight unique things about the 318 culture, businesses, and residence. He said with the planning of Ms. Nirali Patel, Main Street Director, this event was held at Palace Park. On another note, he said the DeSiard Street improvement project

groundbreaking will be the corner stone for the downtown area. He said Downtown Economic Development District (DEDD) is paying for this project 100% and this is phase 1.

Mrs. Stacy Rowell, Director of Administration, noted the next slide is the new Esports Game Room at Emily P. Robinson and the ribbon cutting was held last Wednesday. She said the maintenance team did all the renovations and the IT department found all the wonderful equipment. She stated it houses three 85 inch screen televisions and twelve pc units for gaming. She further stated the City hopes to grow this project into more community centers and maybe start a league in the City.

Chief Bryant said there is a grocery store on the Southside now and he encouraged everyone to go see it. He said it has fresh produce, household supplies, and just about anything you would need to enhance your convenience to not have to drive across town to larger markets to shop.

Mr. McCallister said the next slide the City is approaching a year of storm drainage cleaning. He said the City has cleaned 12 miles of pipe within the City limits. He said a lot of debris was removed from the lines and 480 catch basin have been cleaned. He said 28 truckload of debris were removed and it is a five to six year program. He noted the before and after photos shows the amount of debris being removed.

Mrs. Ezernack welcomed everyone, and she said she appreciates everyone being here. She said it's a week off for people with school children and they are out busy doing different activities throughout our community. She said with the rain on yesterday Public Works was out, all hands on deck and the City appreciates all their work. She noted the City appreciates all the drainage work being done. She said yesterday proves the City still have a way to go, cleaning out underground storm drains. She further noted the City survived yesterday and she appreciates all the hard work of everyone that was called in.

Upon a motion of Mr. Harvey and seconded by Mr. Marshall, the minutes of the Legal and Regular session of March 12, 2024, were approved. (Ms. Woods abstain. She was not present at the last City Council meeting.) (There were no public comments.)

Proposed Condemnations:

The following condemnation was removed.

(1.) 505 Moore Ave (D4) – Owners – Sunshine Properties/Sheila A. Parker; Sunshine Properties c/o Donald & Yvonne Boley. Upon motion of Mr. Harvey seconded by Mr. Marshall and unanimously approved, to remove this item from the agenda. (There were no public comments.)

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8686 accepting the base bid of Mechanical Systems & Service, L.L.C. in the amount of \$1,033,500.00, for the Chiller Replacement at various locations Project and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know which locations are included for the replacement Chiller.

Mrs. Stacey Rowell, Director of Administration, stated it will be Benoit, Johnson, Robinson, Marbles, Powell, and Saul Adler.

Ms. Woods wanted to know when the project is going to start, and she wanted to know if there is an order of preference the City will take care of the facilities. She said her concern is in the past the City had issues and the City is closing in on graduation. She said a lot of high schools use the Civic Center as there place of graduation and she wanted to know will the arena be ready to receive them.

Mr. Richard Moore, Property Control/Facilities Management, said the Civic Center Arena is already done and a lot of work has been done at the arena. He said there was a chiller that was rebuilt and it took a while because of the delay of getting some parts in and it is fully cooling at the arena.

Mrs. Rowell said as far as the order there is one system that is completely down, and the City is having to run a rental unit at this time.

Mr. Moore said that is the one at Benoit and it will be the first one done. He said all the Chillers are basically the same age and instead of just replacing the one that's down, the City is replacing all of them at the same time because they are passed their useful life.

Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved Resolution No. 8687 accepting the base bid of James L. Davis Construction, L.L.C., in the amount of \$247,000.00, for the Stubbs Avenue Office Complex Alterations Project and further providing with respect thereto. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved to consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Monroe Regional Airport Runway Intersection Rehabilitation Project. The estimated cost of construction is \$361,000.00 The source of funds is FAA Funds. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved to consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Lakeside Drive Water System Improvements. The engineer's estimate is \$341,200.00. The DBE goal is 14.47% and the source of funds is the Capital Infrastructure. (There were no public comments.)

Department of Public Works:

Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved Resolution No. 8688 approving Work Authorization No. 4 with Garver, L.L.C. for the modifications to the intersection of Runway 04/22 and Runway 14/32 and further providing with respect thereto. (There were no public comments.)

Upon motion of Ms. Woods, seconded by Mr. Marshall and unanimously approved Resolution No. 8689 approving Work Authorization No. 3 with Garver, L.L.C. for modifications to the MLU Runway 4 MALSR System and further providing with respect thereto. (There were no public comments.)

Engineering Services:

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8690 approving Close-Out Change Order No. Two (2) for the Benoit Recreation Center Parking Lot Improvements Project for an increase in the contract amount of \$133,854.62 and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know what happen for the City to need this amount in an increase.

Mr. Morgan McCallister, City Engineer, stated the biggest bulk of the change order is due to excavate, remove, and haul off a mixture of asphalt and concrete. He said once they began to do the overlay of the existing asphalt, the plan was to till it back in to create a base and the equipment was heavily damaged twice. He noted over \$40,000.00 worth of damage to the contractor equipment which the City is not being charged for, however, the City had to resolve the issue before they are able to come back. (He shared photos of what was under the parking lot.)

Mrs. Ezernack wanted to know if at some point asphalt was placed on some existing concrete.

Mr. McCallister said yes, with concrete it's a hard base, you can just go back over it but that's not necessarily true because whenever you have compromised concrete as a base you get reflective cracking. He said the new asphalt that you just lay is going to reveal every crack within the concrete beneath it. He said you remove that and come back with a good base and that's what the City has done.

Ms. Woods said basically this is the cost for the City to get it out of there.

Mr. McCallister said that is the increase in the overall contract which was \$707,700.00 and this is an increase on top of that \$102,000.00 for the removal of that shown in the pictures that the City had to remove. He said there was a change order related to lighting and once they began work the

City had to redirect the contractor with a new site plan related to Manny's overall masterplan. He said the City wanted to make sure that those lights were incorporated within the islands appropriately for future planning. He stated ultimately this was a \$153,000.00 change order and the City came to some compromise based on some pricing the contractors gave and some of their numbers. He further stated the City split labor and equipment because they had equipment that was on site that had to stay for a while. He said change order number five and six were for the undercut demo and haul off.

Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved Resolution No. 8691 accepting as substantially complete work done by Ashton Construction, LLC for the Chennault Municipal Golf Course Irrigation System Pump Station Improvements project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved Resolution No. 8692 approving the commitment of funds for the Louisiana Watershed Program CDBG – MIT grant for the West Parkview Drainage Improvements Project and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance amending and supplementing the City of Monroe Operating Budget for the fiscal year 2023-2024 and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted to know what the City is amending.

Mr. Dan Richard, Budget Officer, said this is the current year's budget and he said there are a few line items being amended in the general fund and several special revenue funds. He said overall in the general fund mainly increasing sales tax and he stated the City is budgeting for some Federal Emergency Management Agency (FEMA) money that was received from Hurricane Laura. He further stated that's for building permits and the City is mainly increasing city expense, prisoner housing, street lighting, property insurance, and group insurance for retirees. He said there are several lines for amending capital mainly in public works, community affairs, and city expense.

Ms. Woods said when talking about increasing for street lighting, she wanted to know if the City already have designated areas where they will do better with street lighting.

Mr. Richard said it is based on what the City actually spent, and he said in other words he underbudgets what the City will spend on street lighting for the entire year. He said for general funds the City is looking at increasing revenues by almost 4.3 million and increasing the expenditures by just a little over 4.4 million. He noted he originally budgeted for a small surplus and with these increase its basically balancing the budget going into the end of the year for general funds. He further noted for the special revenue funds there's just a few funds, mainly capital infrastructure and other small funds that really had no original budget, but the City spent a little bit of money there. He said the City's Downtown economic development is budgeting for the property tax increment that he didn't originally budget for and the other line items. He said there is a large transfer out that goes to debt service to pay for the bonds.

Ms. Woods stated the City is introducing this item tonight, and she further stated she would like to talk to Mr. Richard a little bit more in depth on what the City is really doing.

Mr. Richard said that is correct.

Ms. Woods noted she would like to talk to Mr. Richard between now and the next City Council meeting.

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

The Chairman opened the Public Hearing seeing no one come forward the Hearing was closed.
Upon motion of Mr. Marshall, seconded by Mr. Harvey and approved Ordinance No. 12,212 adopting the fiscal year 2024-2025 Operating Budget and further providing with respect thereto. (There were no public comments.) (Ms. Woods nay)

Mrs. Woods said this is a question she had during the budget hearing, when the judges presented their budget, and they were asking for an increase. She said the City has talked in the past about getting them an increase and she wanted to know if the City did anything with the budget.

Mr. Brandon Creekbaum, City Attorney, stated at this point, he reached out to engage in informal dialogue with the judges to resolve the issue. He said he has been looking at it holistically to see what the City can bare, what's going on at City Court and the City will be working with them to see if there's something that can be done to accommodate and move everyone forward. He said it will probably be accomplished by a budget amendment.

Ms. Woods said she appreciated Mr. Creekbaum but the City said the same thing last year and nothing was done about it. She stated the City got back to the Budget Hearing and were faced with the same problem. She further stated that was her concern last year and it concerns her again this year.

Mr. Creekbaum stated he absolutely intends to work with the judges because this is an issue he doesn't want to see come before the Council again.

Mrs. Stacy Rowell, Director of Administration, stated they did receive two years of a 5% increase.

Ms. Woods stated she recalls that, but it is still the whole concern of it.

The Chairman opened the Public Hearing seeing no one come forward the Hearing was closed. Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,213 adopting a five-year Capital Improvement Program for the City of Monroe from May 1, 2024, to April 30, 2029, and further providing with respect thereto. (There were no public comments.)

There being no further business to come before the council, the meeting was adjourned at 6:34 p.m., upon motion of Mr. Harvey and it was seconded by Mr. Marshall.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE NORTHEAST LOUISIANA ARTS COUNCIL FOR A FUNDRAISER (BLEND) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Northeast Louisiana Arts Council applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, a fundraiser “Blend”, scheduled for Sunday, May 5, 2024. The exception is from 4:00pm until 8:30pm between 2104 and 2112 Island Drive as well as the yards and adjacent portions of Island Drive which will be closed off to thru traffic during the event. Alcohol will be served, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Northeast Louisiana Arts Council, be and is hereby granted a permit for a special event, a fundraiser “Blend”, scheduled for Sunday, May 5, 2024. The exception is from 4:00pm until 8:30pm between 2104 and 2112 Island Drive as well as the yards and adjacent portions of Island Drive which will be closed off to thru traffic during the event. There will be off duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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 _____, 2024.

CHAIRMAN

CITY CLERK



To: Monroe City Council
From: Barry C. Stevens, President/CEO
Date: March 22, 2024
Subject: Request for Exception from the Open Container Ordinance

The Northeast Louisiana Arts Council, the umbrella arts agency for all arts organizations in Louisiana's 12-Parish Cultural Region 8, would like to apply for an exception from the Open Container Ordinance for its annual fundraiser, BLEND.

BLEND is scheduled for Sunday, May 5, 2024, from 5:00 p.m. until 7:30 p.m. between 2104 and 2112 Island Drive in Monroe. We would like the exception to be in effect between the hours of 4:00 p.m. and 8:30 p.m. and include the yards and adjacent portions of Island Drive.

The Northeast Louisiana Arts Council has submitted the Special Event Permit request to the Monroe Police Department and received permission to close off that portion of Island Drive to thru traffic during the event. In addition, a Certificate of Insurance showing the City of Monroe as an additional named insured the day of the event has been submitted. We plan to hire four off duty police officers to assist with the event.

This request corresponds with similar requests that have been granted in the past for this same event on Island Drive previously known as Blend of the Bayou. I will be happy to provide any additional information you may need.

Thank you for your consideration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Community Financial Ins. Center, LLC
2201 Forsythe Ave
Monroe LA 71201

INSURED
Northeast Louisiana Arts Council
118 Cotton Street
West Monroe LA 71291

CONTACT
NAME: Carole Ann Tisdale
PHONE (A/C No. Exp. 318-807-3512 FAX (A/C. Nbr. 888-716-7290
E MAIL: ctisdale@cf-ins.com
ADDRESS: ctisdale@cf-ins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Twin City Fire Insurance Co. NAIC # 29459
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 54788664

REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOG OTHER:	Y	43S8ABN4102	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLEND 2024 scheduled for Sunday May 5, 2024

CERTIFICATE HOLDER
City of Monroe
401 Lea Joyner Expressway
Monroe LA 71201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

March 26, 2024

To Whom It May Concern:

It is my understanding that Northeast Louisiana Arts Council will be hosting a BLEND event on Sunday, May 5, 2024, from 5:00pm until 7:00 pm. The event will be located between the addresses of 2104 and 2112 Island Drive, Monroe, LA, 71203. Alcoholic beverages will be served at the event.

Northeast Louisiana Arts Council will apply for the required special event permit issued by the state. The City of Monroe has no objection to these activities.

Sincerely,

Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROELA.US



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

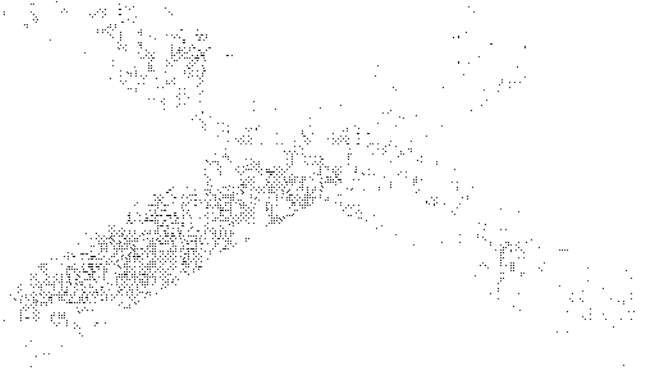
P.O. Box 1587
700 Wood Street
Monroe, LA 71210-1587
office: 318-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Northeast Louisiana Arts Council

Sir,

The Northeast Louisiana Arts Council is hosting BLEND on Sunday, May 5, 2024. It will be held between 2104 & 2112 Island Drive. The hours will be from 5:00 pm – 7:30 pm. They're expecting at least 600 individuals to attend this event. Alcohol will be consumed during this event. They will need a no objection letter to get their ATC permit for the event. It will also need to be placed on the council's agenda for the open container exemption letter. They're hiring 4 off-duty officers to work at the event.

Respectfully submitted,
Cpl. Heckard



RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO DUCKS UNLIMITED FOR A FUNDRAISER (ROADKILL COOKOFF) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Ducks Unlimited applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, a fundraiser "Roadkill Cookoff", scheduled for Saturday, April 27, 2024. The exception is from 1:00pm until 6:00pm at Triangle Park located at the corner of Pargoud Blvd. and Stuart Street., and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Ducks Unlimited be and is hereby granted a permit for a special event, a fundraiser "Roadkill Cookoff", scheduled for Saturday, April 27, 2024. The exception is from 1:00pm until 6:00pm at Triangle Park located at the corner of Pargoud Blvd. and Stuart Street. There will be off duty officers for security at this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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 _____, 2024.

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Ducks Unlimited

Sir,

Ducks Unlimited is hosting a non-profit fundraiser/cook-off event on Saturday, April 27, 2024. The event will be held at Triangle Park from 1:00 pm – 6:00 pm. They're expecting approximately 150 people to attend the event. Alcohol will be consumed at this event. They will need a no objection letter to obtain the ATC permit for the event. This will also need to be placed on the council's agenda for the open container exemption letter. They're requesting two off-duty officers to work at the event.

Respectfully submitted,
Cpl. Heckard

A large, dark, handwritten 'X' mark is drawn across the bottom half of the page, crossing out the signature area.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
Creekside Crossing
8 Cadillac Drive Suite 200
Brentwood TN 37027

CONTACT JoAnn Warpool
PHONE JAC, No. 615-377-5153
FAX JAC, No. 615-293-5853
EMAIL JoAnn.Warpool@ajg.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Insurance Corporation

NAIC #
42404

INSURED
Ducks Unlimited, Inc.
One Waterfowl Way
Memphis TN 38120

COVERAGES **CERTIFICATE NUMBER:** 845567246

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LIT.	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Heat/Liquid Lib. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	TB7-291-464801-033	11/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex. occupational) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ex. accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, Certificate Holder is named as an additional insured as respects to commercial general liability per form CG2010 12/19; CG2037 12/19.
RE: Roadkill Cookoff Event | Event Date: 4.27.2024

CERTIFICATE HOLDER

City of Monroe
401 Lea Joyner Expressway
Monroe LA 71201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

March 26, 2024

To Whom It May Concern:

It is my understanding that Ducks Unlimited will be hosting a fundraiser event, "Roadkill Cookoff", on April 27, 2024, from 1:00pm to 6:00pm. The event will be held at Triangle Park located at the corner of Pargoud Boulevard and Stuart Street, Monroe, Louisiana, 71201. Alcohol will be served at the event.

Ducks Unlimited will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROELA.US

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE NORTHEAST LOUISIANA CHILDREN'S MUSEUM FOR A FUNDRAISER (JULEPS & JOCKEYS) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Northeast Louisiana Children's Museum applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, a fundraiser "Juleps & Jockeys", to be held Sunday, April 28, 2024 from 2pm until 5pm. The exception is outside & inside their establishment located at 323 Walnut Street, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Northeast Louisiana Children's Museum, be and is hereby granted a permit for a special event, a fundraiser Juleps & Jockeys", scheduled for Sunday, April 28, 2024 from 2pm until 5pm. The exception is outside & inside their establishment located at 323 Walnut Street. There will be an off-duty officer assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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 _____, 2024.

CHAIRMAN

CITY CLERK



CITY OF MONROE



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

P.O. Box 1587
700 Wood Street
Monroe, LA 71210-1587
office: 338-329-2600
fax: 338-329-2670

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Northeast Louisiana Children's Museum

Sir,

The Northeast Louisiana Children's Museum is hosting a fundraiser event on Sunday, April 28, 2024. The event will be from 2:00 pm – 5:00 pm. They're expecting approximately 200 people to attend the event. Alcohol will be consumed inside and outside the establishment. They will need a no objection letter to obtain the ATC permit for the event. This will also need to be placed on the council's agenda for the open container exemption letter. They're requesting two off-duty officers to work at the event.

Respectfully submitted,
Cpl. Heckard





CERTIFICATE OF LIABILITY INSURANCE

DATE PREPARED: 03/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AGENO, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

STATEMENT: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed if subrogation is waived, subject to the terms and conditions of the policy, which provisions may require an endorsement. A statement of the certificate holder that confers rights to the certificate holder is one of such additional insured provisions.

PRODUCER:
State Farm
 GREG HANLEY JR. INSURANCE AGENCY/LLC
 STATE FARM
 200 ARBAND STREET
 MONROE LA 70222

INSURER:
 STATE FARM
 STATE FARM MUTUAL INSURANCE CO. OF ILL.
 518 333-6521
 518-333-6120

AGENCY:
 STATE FARM
 GREG HANLEY JR. INSURANCE AGENCY/LLC
 200 ARBAND STREET
 MONROE LA 70222

INSURED:
 NORTH-EAST LOUISIANA CHILDRENS MUSEUM INC
 323 WALNUT STREET
 MONROE LA 70201

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INDICATED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY NO.	TYPE OF INSURANCE	POLICY PERIOD	POLICY NUMBER	LIMIT	TYPE OF INSURANCE	
					DESCRIPTION	DESCRIPTION
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> BOILER/MACH. <input type="checkbox"/> OCCUR <input type="checkbox"/> AUTOMOBILE LIABILITY (SEE POLICY) <input type="checkbox"/> AUTOMOBILE LIABILITY (SEE POLICY) <input type="checkbox"/> AUTOMOBILE LIABILITY (SEE POLICY) <input type="checkbox"/> AUTOMOBILE LIABILITY (SEE POLICY)	03/23/2016 - 03/23/2017	00142022 00142223	1. 1,000,000 2. 500,000 3. 5,000 4. 2,000,000 5. 2,000,000	1. 1,000,000 2. 500,000 3. 5,000 4. 2,000,000 5. 2,000,000	1. 1,000,000 2. 500,000 3. 5,000 4. 2,000,000 5. 2,000,000

DESCRIPTION OF EVENT(IMPORT LOCATIONS)/VEHICLES INVOLVED OR, Addressed Inmate's Details, and (An additional event which is required)
NORTH-EAST LOUISIANA CHILDRENS MUSEUM INC
323 WALNUT STREET
MONROE, LA 70201
EVENT AT THE MUSEUM ON-03/23/2016

CERTIFICATE HOLDER:
 CITY OF MONROE
 MONROE POLICE DEPT
 MONROE LA

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

[Signature]
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ACORD 28 (201603) The ACORD name and logo are registered marks of ACORD.



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

April 4, 2024

To Whom It May Concern:

It is my understanding that Northeast Louisiana Children's Museum will be hosting a fundraising event, "Juleps and Jockey's" on Sunday, April 28, 2024, from 2:00pm until 5:00 pm. The event will be held at the Northeast Louisiana Children's Museum, located at 323 Walnut Street, Monroe, LA, 71201. Alcoholic beverages will be served at the event.

Northeast Louisiana Children's Museum will apply for the required special event permit issued by the state. The City of Monroe has no objection to these activities.

Sincerely,

Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROELA.US

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE MU TAU CHAPTER OF OMEGA PSI PHI FRATERNITY (A FUNDRAISER) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Mu Tau Chapter of Omega Psi Phi Fraternity applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "A Fundraiser", scheduled for Saturday, May 11, 2024 at 316 South Grand (Downtown RiverMarket RiverWalk). The exception is from 7:00pm until 11pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Mu Tau Chapter of Omega Psi Phi Fraternity, be and is hereby granted a permit for a special event, "A Fundraiser", scheduled for Saturday, May 11, 2024 at 316 South Grand (Downtown RiverMarket RiverWalk). The exception is from 7:00pm until 11pm. There will be security present during this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2024.

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

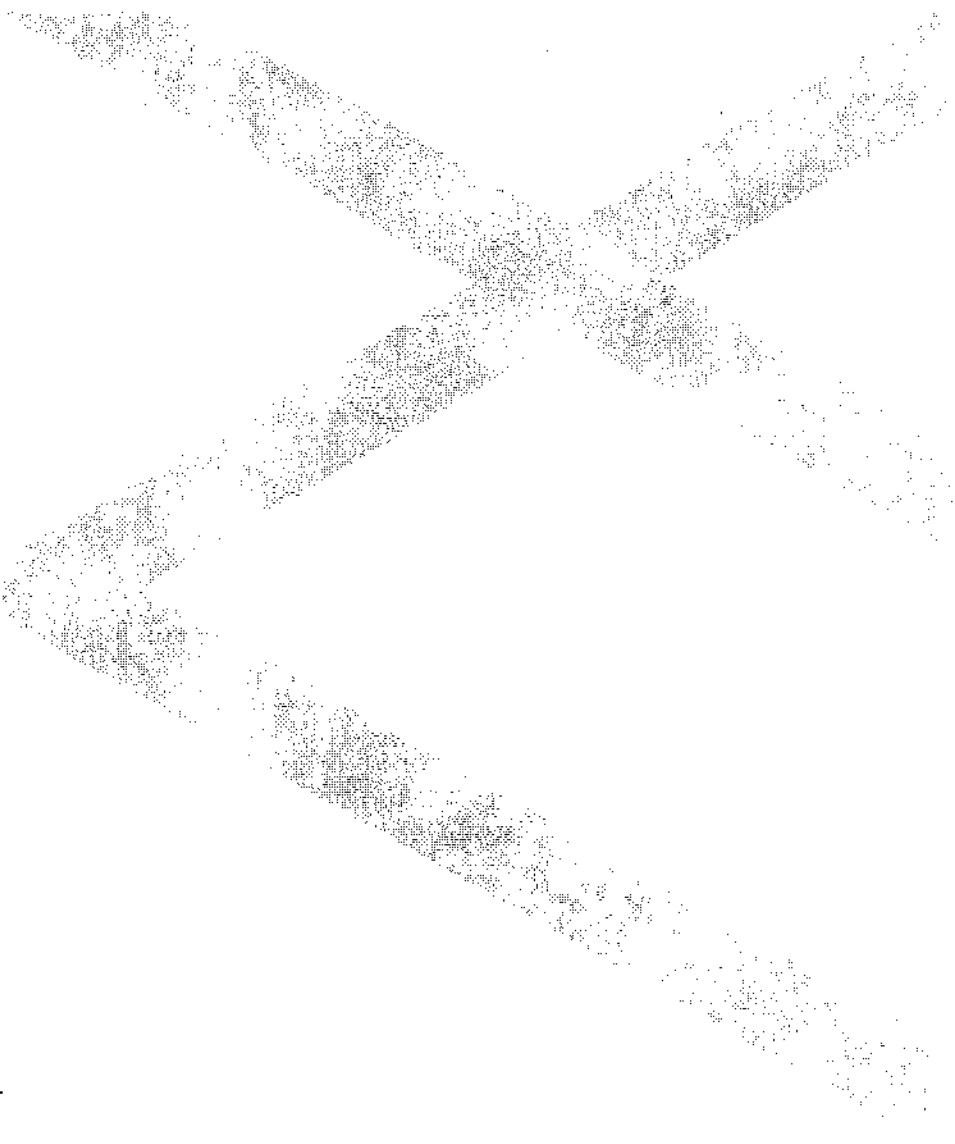
P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2610

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Mu Tau Chapter

Sir,

The Mu Tau Chapter is hosting a non-profit fundraiser event on Saturday, May 11, 2024. The event will be at the Downtown River Market from 7:00 pm – 11:00 pm. They're expecting approximately 200 people to attend the event. Alcohol will be consumed at this event. They will need a no objection letter to obtain the ATC permit for the event. This will also need to be placed on the council's agenda for the open container exemption letter. They're requesting two off-duty officers to work at the event.

Respectfully submitted,
Cpl. Heckard





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley	CONTACT NAME: Will Maddux PHONE (A/C, No. Ext.): (530) 477-6621 FAX (A/C, No.): E-MAIL ADDRESS: info@theeventhelper.com
INSURED Mu Tau Inc c/o Varner L Rencher, Jr 109 Arapaho Dr Monroe	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
CA 95945	NAIC # 35378
LA 71203	

COVERAGES

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below	Y	3DS5475-M3325059	05/11/2024 12:01 AM	05/12/2024 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 200, Event Type: Social Reception with Cover Charge or Ticket for Admission.

CERTIFICATE HOLDER

Monroe Downtown RiverMarket Omega Psi Phi Fraternity, Inc 3961 Snappinger Pky, Decatur, GA 30035 Mu Tau Chapter 1800 Jackson St, Monroe, LA 71201 316 S Grand St Monroe	LA 71201
---	----------

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Will Maddux

ACORD 25 (2016/03)

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Monroe Downtown RiverMarket
Omega Psi Phi Fraternity, Inc
3951 Snapfinger Pky, Decatur, GA 30035
Mu Tau Chapter
1800 Jackson St, Monroe, LA 71201
316 S Grand St
Monroe, LA 71201

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE GENERAL CLAIRE L. CHENNAULT FOUNDATION (RED, WHITE & BLUE AIRSHOW) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The General Claire L. Chennault Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Red, White & Blue Airshow", to be held Friday, May 3, 2024 from 3pm until 9:30pm and Saturday, May 4, 2024 from 3pm until 9:30pm and Sunday, May 5, 2024 from 11am until 6pm at the Monroe Regional Airport, 5400 Operations Road for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the General Claire L. Chennault Foundation, be and is hereby granted a permit for a special event, "Red, White & Blue Airshow", to be held Friday, May 3, 2024 from 3pm until 9:30pm and Saturday, May 4, 2024 from 3pm until 9:30pm and Sunday, May 5, 2024 from 11am until 6pm at the Monroe Regional Airport, 5400 Operations Road. There will be traffic control in place and MPD, OPSO as well as RPSO officers will be assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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 _____, 2024.

CITY CLERK

CHAIRMAN



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

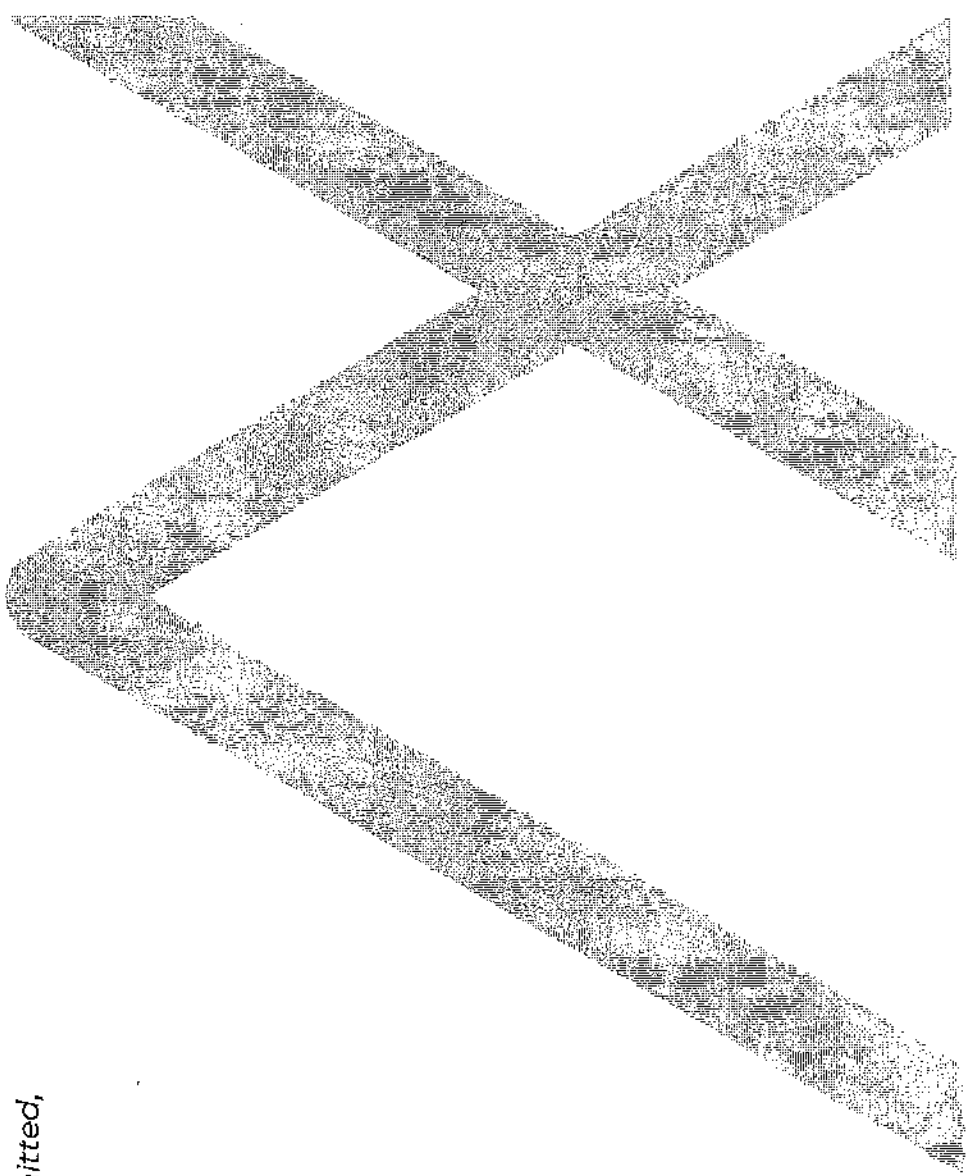
P.O. Box 1587
700 Wood Street
Monroe, LA 71210-1587
office: 318-329-2600
fax: 318-329-2670

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Red, White, & Blue Airshow

Sir,

The Red, White, & Blue Airshow will be May 3rd – May 5th this year. It will be held at the Monroe Regional Airport. They're expecting 20,000 individuals to be in attendance this year throughout the 3-day event. Friday, May 3rd and Saturday, May 4th the event will start at 3:00 p.m. and the event will be over by 9:30 p.m. On Sunday, May 5th the event will start at 11:00 a.m. and be over by 6:00 p.m. They will need no objection letter for the ATC permit and an open container exemption letter. Alcohol will be sold and consumed at this event. I will have traffic control in place for this event. The MPD, OPSO, and RPSO will be assisting with this event. Public Safety Personnel and HEAT will also assist.

Respectfully submitted,
Cpl. Heckard





FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

January 30, 2024


To Whom It May Concern:

It is my understanding that the General Claire L. Chennault Foundation will be hosting the 2024 Red, White, and Blue Air Show on May 3, 2024, and May 4, 2024, from 3:00pm to 9:30pm each day. On Sunday, May 5th, 2024, the Red, White, and Blue Air Show will be held from 11:00am to 6:00pm.

The event will be held at the Monroe Regional Airport, located at 5400 Operations Road, Monroe, LA 71212. Alcohol will be served and sold at the event.

The General Claire L. Chennault Foundation will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,


Friday Ellis
Mayor

OFFICE OF THE MAYOR
P.O. BOX 123
MONROE, LA 71210

318-329-2310
318-264-4892
MONROELA.US

2024 Red, White & Blue Airshow – F-16 Security Signoff

Anticipated Required Dates of Security from Aircraft Arrival – Departure
Thursday, May 2, 2024 – Monday, May 6, 2024

Crowd security

Aircraft security for USAF aircraft, as detailed for each aircraft in Chapter 10:
Required Security Rep signature, date, company/agency or military organization,
printed name and title and phone number—FILL IN BELOW.

All applicable security requirements IAW Chapter 10, Sections titled Crowd Control, F-22/F-16/A-10/F-35 Security, Security at Locations Outside the US, Classified Security and IAW Chap 15 for Warbird Security of this manual will be provided/met by:

Mendez Police Department
Company/Agency Name (Civilian) or Security Forces Unit (Military)

Araceli Hernandez
Security Representative Signature

1-22-24
Date

Kwansi Heckard, CPL
Printed Name & Title

(318) 237-7217
Phone Number

**MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT**

Chief of Police
City of Monroe
Monroe, Louisiana

Dear Sir:

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

A) Name, address and telephone number of person seeking to conduct said parade/ special event:

Name: RED WHITE AND BLUE AIRSHOW
Home Address: _____ Telephone 3186806572
Business Address: 701 KANSAS LANE MONROE Telephone 3183625540
Fax Number: _____

B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit:

Name of Organization: RED WHITE AND BLUE AIRSHOW
Organization Address: 701 KANSAS LANE MONROE, LA 71203
Telephone Number: 3183625540

Name, Address, and Telephone Numbers of Organization Heads:

HOLLIE BOUDREAUX 114 QUAIL CREEK DR MONROE, LA

C) Name, address and telephone number of person who will be the event chairman (Marshall) and who will be responsible for its conduct:

Name: HOLLIE BOUDREAUX
Address: 114 QUAIL CREEK DR MONROE, LA 71203 Telephone: 3186806572

D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:

(A) Name of Insurance Company KIMMEL INSURANCE AGENCY
(B) Name of Insurance Agent FRANK KIMMEL
(C) Policy Number _____

E) Date when event is to be conducted MAY 3-5, 2024

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT MONROE REGIONAL AIRPORT

TYPE OF EVENT AIRSHOW

APPROXIMATE NUMBER OF PERSONS ATTENDING 17000-20000

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES X NO NO

STARTING TIME OF EVENT 3PM ENDING TIME OF EVENT 930PM

REMARKS: GATES OPEN 3 PM FRIDAY AND SATURDAY , GATES OPEN 11 AM SUNDAY. BACK

ROAD NEAR BROOKSHIRES WOULD NEED TO BE CLOSED APPX 1 HOUR BEFORE

THESE TIMES EACH DAY. GOLF COURSE WOULD NEED TO CLOSE BEFORE 5

PM FRIDAY AND SATURDAY AND ALL DAY SUNDAY.

SIGNATURE OF PERSON APPLYING: *Hollie Boudreaux*

HOME ADDRESS: HOLLIE BOUDREAUX

BUSINESS ADDRESS: 701 KANSAS LANE MONROE, LA 71203

HOME TELEPHONE: 3186806572

BUSINESS TELEPHONE:

ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

_____ (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 22 day of January, 2024
Approved By: Vic J. [Signature]
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.

(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

****PLEASE RETURN THIS FORM WITH APPLICATION****

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ADOPTING THE CITY OF MONROE/MONROE TRANSIT SYSTEM PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Public Transportation Agency Safety Plans (PTASP) regulation (49 CFR Part 673) requires certain operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants to develop an Agency Safety Plan (ASP) that includes the processes and procedures to implement a Safety Management System (SMS), a comprehensive, collaborative, and systematic approach to managing safety; and

WHEREAS, in compliance with the PTASP regulation, the City of Monroe/Monroe Transit System developed a Public Transportation Agency Safety Plan, which is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the City of Monroe adopts, and Mayor Friday Ellis is hereby authorized and empowered to execute, the attached Public Transportation Agency Safety Plan.

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

AYES:

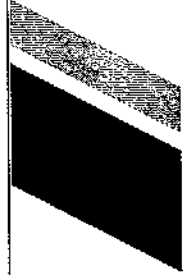
NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of April 2024.

CITY CLERK

CHAIRPERSON



Monroe Transit System
AGENCY SAFETY PLAN



City of Monroe

dba

Monroe Transit System

Public Transportation Agency Safety Plan

Version 1

Adopted May 26, 2020

Revised September 2023

In compliance with 49 CFR Part 673

Developed in conjunction with the
Louisiana Department of Transportation and Development



Monroe Transit System AGENCY SAFETY PLAN

TABLE OF CONTENTS

1. Executive Summary	4
A. Plan Adoption – 673.11(a)(1)	5
B. Certification of Compliance – 673.13(a)(b)	6
2. Transit Agency Information – 673.23(d)	7
A. Authorities & Responsibilities – 673.23(d)	10
3. Safety Policies and Procedures	11
A. Policy Statement – 673.23(a)	11
I. Employee Safety Reporting Program – 673.23(b)	11
II. Communicating the Policy Throughout the Agency – 673.23(c)	13
B. PTASP Annual Review – 673.11(a)(5)	13
C. PTASP Maintenance – 673.11(a)(2)(c)	14
D. PTASP Documentation and Recordkeeping – 673.31	14
E. Safety Performance Measures – 673.11(a)(3)	15
F. Safety Performance Target Coordination – 673.15(a)(b)	16
4. Safety Management Systems – 673 subpart C	17
A. Safety Risk Management – 673.25	18
I. Safety Hazard Identification – 673.25(b)	19
II. Safety Risk Assessment – 673.25(c)	22
III. Safety Risk Mitigation – 673.25(d)	24
B. Safety Assurance – 673.27 (a)	25
I. Safety Performance Monitoring and Measuring – 673.27 (b)	26
II. Safety Event Investigation – 673.27(B)(3)	27
C. Safety Promotion – 673.29	29
I. Safety Competencies and Training – 673.29(a)	30
II. Safety Communication – 673.29(b)	30
5. Appendix A	32
A. Glossary of Terms	33
B. Additional Acronyms Used	37
6. Appendix B	38
A. Council Minutes or Resolution	38

Monroe Transit System AGENCY SAFETY PLAN



LIST OF FIGURES

Figure 1: Monroe Transit System Organizational Chart.....	9
Figure 2: Safety Management Systems.....	17
Figure 3: Safety Risk Management Process.....	18
Figure 4: Draft Risk Register.....	19
Figure 5: Safety Risk Assessment Steps in Populating the Risk Register.....	23
Figure 6: Safety Risk Assessment Matrix.....	23
Figure 7: Risk Register Mitigation Component.....	25

LIST OF TABLES

Table 1: Agency Information.....	8
Table 2: ASP Annual Update Timeline.....	14
Table 3: ASP Record of Changes.....	14
Table 4: NSP Safety Performance Measures.....	15
Table 5: Baseline 2019 Safety Performance Measures.....	16
Table 5: Fixed Route (Bus) Safety Performance Targets.....	17
Table 5: Demand Response Safety Performance Targets.....	15
Table 6: PTASP Supporting Documents.....	32

AGENCY SAFETY PLAN

1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee public transportation safety throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

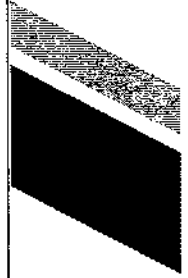
In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest possible level of safety. SMS helps organizations improve their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

The FTA published several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that provide guidance on managing safety risks and hazards. One element of the NSP is the Transit Asset Management (TAM) plan. Public transportation agencies implemented TAM plans across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Monroe Transit System, all Management, administration, and operations levels are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest level in the State of Louisiana and comply with FTA requirements, the Louisiana Department of Transportation and Development (LADOTD) has developed this Agency Safety Plan (ASP) in collaboration with the City of Monroe, dba Monroe Transit System (MTS).

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Monroe City Council and MTS adopt this ASP and the tenets of SMS, including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 USC 5329(d)(1)(A).¹ While safety has always been a primary function at MTS, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

¹ Federal Register, Vol. 81, No. 24



Monroe Transit System
AGENCY SAFETY PLAN



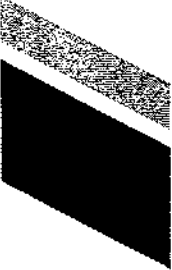
A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Marc Keenan, MTS General Manager

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE



Monroe Transit System

AGENCY SAFETY PLAN



B. Certification of Compliance – 673.13(a)(b)

LADOTD certifies on [DATE] that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by MTS as evidenced by the plan adoption signature and necessary City Council approvals under Section 1.A of this plan.



2. TRANSIT AGENCY INFORMATION – 673.23(D)

MTS is the City of Monroe, Louisiana's public transportation provider and the region's largest transit provider. The MTS main office and maintenance facility is at 700 Washington Street in Monroe, and the transfer is at 207 Catalpa Street in downtown Monroe.

MTS currently serves the City of Monroe and some adjacent portions of Ouachita Parish. MTS operates ten (10) fixed routes, and service is provided on weekdays and Saturdays from 6:00 am to 6:30 pm. In addition, MTS operates complementary origin to destination paratransit service within the typical ¾ mile boundary of the fixed routes during the same days and hours of service as the fixed routes.

MTS is considered a division of the City of Monroe but is managed through a third-party contract by First Transit, which provides management personnel only. The City employs all other transit personnel (e.g., bus operators, maintenance employees, and supervisors). The agency is managed by the General Manager and the management team consisting of the Assistant General Manager, Maintenance Manager, Fixed Route Supervisor, and Chief Safety Officer (CSO)/Safety, Security/Training Manager.

MTS provides no additional transit service on behalf of another transit agency or entity.

Table 1 contains agency information, while an organizational chart for MTS is provided in Figure 1.

Monroe Transit System AGENCY SAFETY PLAN



Figure 1.

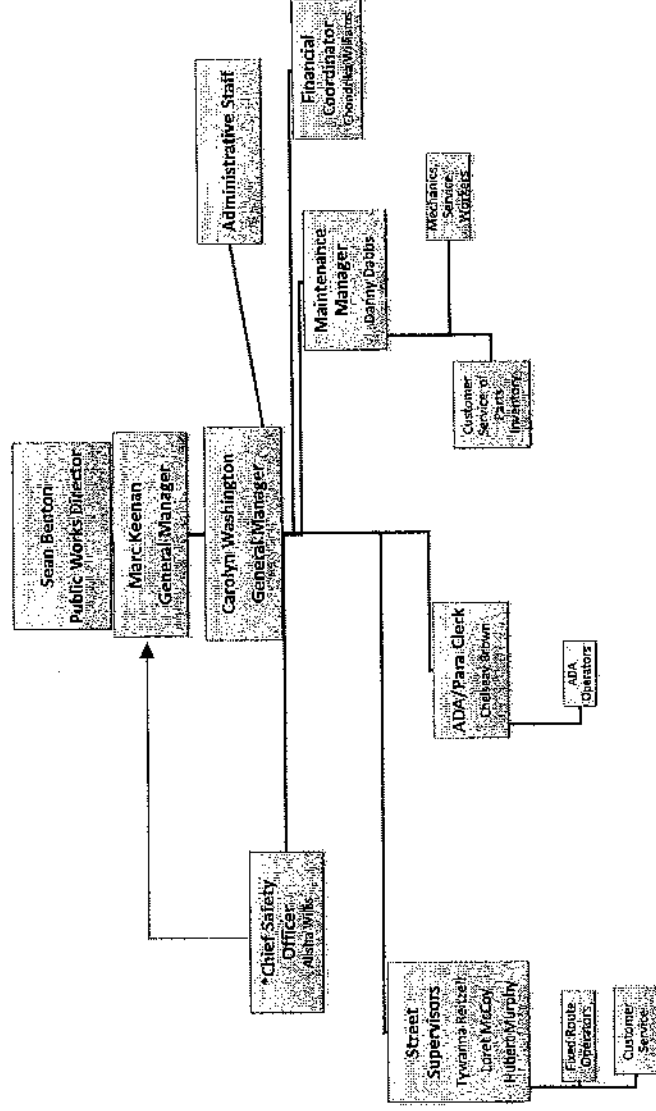
Table 1: Agency Information

Information Type	Information
Full Transit Agency Name	City of Monroe, dba Monroe Transit System
Transit Agency Address	700 Washington, Monroe, LA 71201
Name and Title of Accountable Executive 673.23(d)(1)	Marc Keenan, MTS General Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Alisha Willis, CSO/Safety, Security, and Training Manager
Key Staff	Marc Keenan, General Manager Carolyn Washington, Assistant General Manager
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route Bus and Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5339a
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus and Demand Response
Number of Vehicles Operated	21

Monroe Transit System AGENCY SAFETY PLAN



Figure 1: Monroe Transit System Organizational Chart



* General Manager Functions as Accountable Executive

** Safety Officer and can report directly to Accountable Executive for safety-related matters

AGENCY SAFETY PLAN

A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), MTS is establishing the necessary authority, accountabilities, and responsibilities for the Management of Safety amongst the key individuals within the organization, as those individuals relate to the development and Management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 USC 5329(d), and the agency's TAM Plan, in accordance with 49 USC 5326. The Accountable Executive is responsible for addressing substandard performance in the MTS SMS, per 673.23(d)(1).

Agency leadership and executive management are those members of our agency leadership or executive management, other than the Accountable Executive, CSO, who have authority or responsibility for the day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual with the authority and responsibility designated by the Accountable Executive for the day-to-day implementation and operation of the MTS SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff is groups of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front-line employees perform the daily tasks and activities where hazards can be identified so they can be addressed before they become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, where an effective SMS and a positive safety culture begin.



3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

MTS recognizes that safety management is a core value of our business. The management team at MTS will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of Management and front-line employees are committed to safety and understand that safety is the primary responsibility of all employees.

MTS is committed to the following:

- Communicate the SMS's purpose and benefits to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization, and all employees will receive appropriate information and SMS training.
- Provide appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identify hazardous work conditions and analyze data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risks to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establish Safety Performance Targets (SPT) that are realistic, measurable, and data-driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I. *Employee Safety Reporting Program (ESRP) – 673.23(b)*

Front-line employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions arising from unplanned vehicle conditions and unsafe conditions in the maintenance shop or the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a central tenet of the PTASP Rule.

- Employees will be introduced to the ESRP when they are hired as part of their new-hire training. Continuing education will be provided to all employees regarding the ESRP annually. Messaging

AGENCY SAFETY PLAN



relative to the ESRP will be prominently placed in operations facilities, break rooms, and agency publications.

- Employees may report any safety concern by:
 - Reporting it directly to a Supervisor in real-time in-person, via radio, or telephone. (Urgent and critical safety issues should always be reported immediately in real-time).
 - Submitting a Safety Issue Report Form.
 - Submitting an anonymous "tip" via a drop box in the employee breakroom of Operations.
- This anonymous tip may also be a "Close Call" an Operator was involved in or has knowledge. Close Call Reports submitted anonymously will not be followed up on to address employee performance unless there is evidence:
 - The activity involves willful participation in illegal activity, such as assault or theft.
 - The occurrence involves gross negligence or the reckless endangerment of life or property.
 - It demonstrates a deliberate or willful disregard of safety regulations or procedures, such as reporting to work under the influence of a controlled substance.

The essential difference here is whether an individual has a genuine "close call" that did not result in harm, injury, or damage - as opposed to an intentional act involving deliberately reckless or illegal activity.

If the Close Call event naturally comes to Management's attention through a customer or citizen complaint or is part of required reporting, the occurrence will be followed up on as such. These processes operate independently from the Close Call Reporting.

MTS has a policy in place called the *Grievance Procedure*, which is found in the *Labor Agreement* document which involves MTS/City of Monroe and Amalgamated Transit Union (Appendix A, Table 5 shows the document name, file name, and date of adoption). This procedure applies to all complainants internal to the agency. The procedure requires that employees submit a complaint to their immediate Supervisor when they have one. If the complaint isn't settled, it becomes a grievance. The procedure details the steps employees must follow when reporting a grievance, the process of elevating the grievance through the chain of command when necessary, and what happens if the grievance remains unresolved.

In addition, MTS has an *ADA Complaint Procedure* (Appendix A) for external complaints, which encourages the complainant to call or write to the Management to report suggestions, comments, or complaints. This procedure also details how the complaints will be handled, how long it will take to respond to and investigate complaints, and how long MTS will retain copies of complaints.



II. Communicating the Policy Throughout the Agency – 673.23(c)

MTS is committed to ensuring the safety of our clientele, personnel, and operations. Part of that commitment is developing an SMS and agency-wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a total SMS and agency-wide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communications strategy will include posting the Policy in prominent work locations for existing employees and adding the policy statement to the onboarding material for all new employees. In addition, the policy statement will become part of our agency's regular safety meetings and other safety communications efforts. The Accountable Executive will sign the Policy so that all employees know that Management is supportive.

B. PTASP Annual Review – 673.11(a)(5)

Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of MTS' ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, MTS will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through MTS' annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP, and supporting documents (such as Standard Operating Procedures [SOP], Policies, and Manuals) used to fully implement all the processes used to manage safety at MTS. All changes will be noted (as discussed below), and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the Monroe City Council, whether by signature or by reference to the resolution.

The annual ASP review will follow the updated activities and schedule. As processes are changed to implement SMS or new processes are fully developed, MTS will track those changes for use in the annual review.

Monroe Transit System AGENCY SAFETY PLAN



Table 2: ASP Annual Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations								
Review SMS Documentation								
<ul style="list-style-type: none"> Safety Policy; Risk Management; Safety Assurance; and Safety Promotion. 								
Review Previous Targets and Set or Continue Targets								
Report Targets to National Transit Database (NTD), LADOTD, and OCOG								
Make Any Necessary Adjustments to PTASP								
Update Version No. Adopt & Certify Plan Compliance								★

The following table, Table 3, will record the final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

Table 3: ASP Record of Changes

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
20-02	Page 16	Safety Information Update	Marc Keenan	September 25, 2023
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP to benefit safety plan performance management and comply with Federal statutes.

C. PTASP Maintenance – 673.11(a)(2)(c)

MTS will follow the annual review process outlined above and adjust this ASP to reflect the current implementation status accurately. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C. It will make necessary updates to this ASP as MTS continues to develop and refine our SMS implementation.

D. PTASP Documentation and Recordkeeping – 673.31

At all times, MTS will maintain documents that set forth our ASP, including those related to the implementation of MTS' SMS and those related to the results from SMS processes and activities. MTS will also maintain documents included in whole or by reference that describe the programs, policies, and

Monroe Transit System AGENCY SAFETY PLAN



procedures our agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entities, or LADOTD. MTS will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A, and the list will be kept current as part of the annual ASP review and updated.

E. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

Seven (7) SPTs must be included in each ASP based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) must be reported by mode, as presented in Table 4.

Table 4: NSP Safety Performance Measures

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Rolling averages present baseline numbers for each of the performance measures. MTS collected the past five (5) years of reported data to develop the rolling averages listed in the table.

While safety has always been a major component of the MTS operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 5 reflect an acknowledgment that SMS implementation will produce new information needed to set meaningful SPTs accurately. We will set our targets at the current NTD-reported five-year average as we begin fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

Monroe Transit System AGENCY SAFETY PLAN



Table 5: Safety Performance Measures

Mode of Service	Fatalities		Injuries		Injuries Per 100K VRM		Safety Events		System Reliability	
	Total	Per 100K VRM	Total	Per 100K VRM	Total	Per 100K VRM	Total	Per 100K VRM	Total	Per 100K VRM

FIVE-YEAR AVERAGES

Fixed Route	0	0	5	1.2	5	1.2	5	1.2	5,895	
Paratransit	0	0	5	3.44	.5	3.44	.5	3.44	2,879	

FY 2022 - 2023

Fixed Route	0	0	3	.72	9	2.2	9	2.2	2,267	
Paratransit	0	0	0	0	0	0	0	0	2,900	

As part of the annual review of the ASP, MTS will reevaluate our SPTs and determine whether the SPTs need refining. As more data is collected as part of the SRM process discussed later in this plan, MTS may develop safety performance indicators to help inform Management on safety-related investments.

F. Safety Performance Target Coordination – 673.15(a)(b)

MTS will make our SPTs available to LADOTD and OCOG to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, MTS will coordinate with LADOTD and OCOG in selecting State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, MTS will transmit any updates to our SPTs to both OCOG and LADOTD (unless those agencies specify another time in writing).

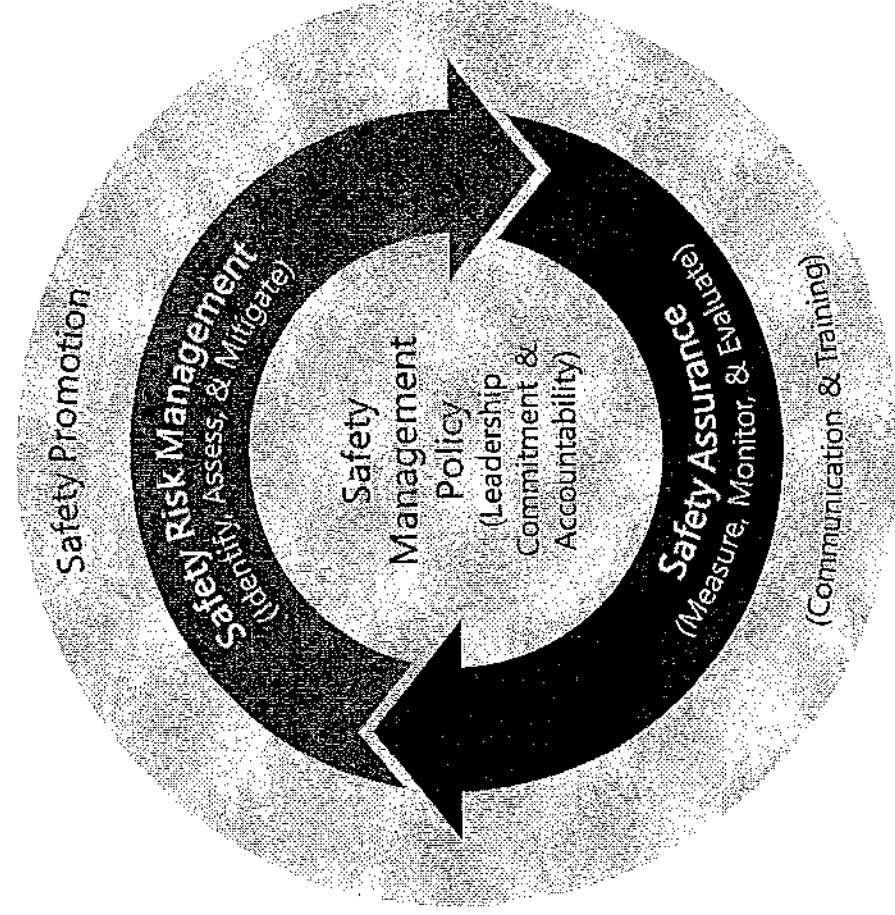


4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, FTA has adopted SMS to improve safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, MTS is adopting SMS as the basis for directing and managing safety and risk at our agency. MTS has always viewed safety as a core business function. All levels of Management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations to deliver safety improvements and reduce risk to the lowest practical level during service delivery.

SMS comprises four basic components - SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety, as presented in Figure 2.

Figure 2: Safety Management Systems



Implementing SMS at MTS will be a major undertaking over the next several years. This ASP is the first step to implementing a systematic approach to managing the agency's risk. MTS has already taken

Monroe Transit AGENCY SAFETY PLAN



several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, MTS will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. MTS will also develop a plan for implementing SMS, inform stakeholders about the ASP.

A. Safety Risk Management – 673.25

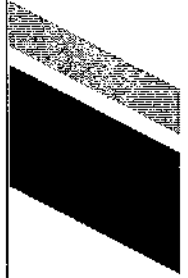
By adopting this ASP, MTS is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing, and mitigating safety risks in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the MTS SMS.

Figure 3: Safety Risk Management Process



The implementation of the SRM component of the SMS will be carried out over the course of the following year. The SRM components will be implemented through a program of improvement, during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into MTS' SOPs.

The SRM is focused on implementing and improving actionable strategies that MTS has undertaken to identify, assess and mitigate risk. Creating a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.



Monroe Transit System AGENCY SAFETY PLAN



Figure 4: Draft Risk Register

Hazard	Type	Likelihood	Consequence	Resolution

What is wrong?

What could happen?

What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps MTS is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

MTS has a *Threat and Vulnerability Identification* process in place to identify threats to the transit system and the vulnerabilities of the system. This process uses information resources, including the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports. Passengers' letters and telephone calls Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Type of incidents
 - Crimes against persons
 - Crimes against property
 - General incidents

AGENCY SAFETY PLAN

- Disposition of incidents (same as the disposition of call for service)

The Safety Committee will review security information resources and determine if additional methods should be used to identify system threats and vulnerabilities, such as a formal evaluation program to ensure that security procedures are maintained and that security systems are operable.

Security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection include the following three-phase approach:

- Equipment preparedness – to ensure that security equipment is operable and in the location where it belongs
- Employee proficiency – to ensure that employees know how and when to use security equipment
- System effectiveness – to evaluate security by employing security system exercises

This procedure is provided in Section 4.1 of MTS' *System Security and Emergency Preparedness Plan (SSEPP)* (Appendix A).

The procedures outlined in the *SSEPP* were based on the FTA's *Model Bus Safety Programs and Public Transportation System Security and Emergency Preparedness Planning Guide*.

The MTS *SSEPP* also lays out the responsibilities of all employees, including those occupying a specific titled role, such as the General Manager or Drivers. Some of these responsibilities include reporting all suspicious activity/security concerns to the appropriate leadership, such as the Supervisor or duty, the General Manager, or the Assistant General Manager. In addition, MTS' *Employee Work Rules* (Appendix A) require that operators perform a pre-trip inspection before departure and report bus defects on the defect card. Any safety hazards should be reported to the Dispatcher immediately for correction or reassignment of buses. All employees are required to report all unsafe working conditions and tools. And equipment to the proper Supervisor, Foreman, or Official.

MTS also has a *Facilities Maintenance Plan* (Appendix A), which details the preventative maintenance process and the schedule for routine inspections of various agency facilities and equipment.

Although the current procedures have been effective in achieving our safety objectives, to ensure compliance with 49 CFR Part 673, MTS is working to implement the following expanded SRM process.

The MTS SRM process is a forward-looking effort to identify safety hazards that could potentially result in adverse safety outcomes. In the SRM process, a hazard is any actual or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve an unacceptable situation and return conditions to an acceptable level. MTS uses a variety of mechanisms for identifying and documenting hazards, namely:

Monroe Transit

AGENCY SAFETY PLAN



- Through training and reporting procedures, MTS ensures personnel can identify hazards and that each employee clearly understands that the employee is responsible for immediately reporting any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.
- Employee hazard training coupled with the ESRP ensures that MTS fully uses information from front-line employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the risk register for risk assessment, classification, and possible mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g., *Pre-Trip Inspection Reports* to mitigate mechanical-based safety hazards that are identified) and other reports completed routinely by administrative, operations, and maintenance. The *MTS Threat and Vulnerability Identification* process contain procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for performing and documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- MTS uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, thus ensuring that hazards are identified before an event's recurrence.
- The risk management team also analyzes incident reports to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent a recurrence.
- Suppose a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g., disciplinary action) or alternative. In that case, anonymous reporting mechanisms are available through an anonymous suggestion box and anonymous reporting form.
- The CSO, risk management personnel, and subject matter experts are also encouraged to participate in available professional development activities, and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
 - ESRP
 - Inspections of personnel job performance, vehicles, facilities, and other data
 - Investigations of safety events
 - Safety trend analysis on data currently collected

AGENCY SAFETY PLAN

- Training and evaluation records
- Internal safety audits
- External sources of hazard information could include:
 - FTA and other federal or state authorities
 - Reports from the public
 - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical, or environmental) to assist the CSO in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory of each kind. For example, organizational hazards can be subcategorized into resourcing, procedural, training, or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affects overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design, and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

MTS currently uses a *Threat and Vulnerability Assessment* to determine how susceptible each system element of MTS is to each listed threat. This assessment procedure can be found in *Section 4.2* of the *SSEPP* and identifies specific threats that are the most likely to occur, other potential occurrences, and a vulnerability index based on this assessment.

As part of the new SRM process, MTS has developed methods to assess the likelihood and severity of the consequences of identified hazards and prioritizes the hazards based on the safety risk. The process continues with the use of the Risk Register described in the previous section to address the following two components.

To accurately assess risk, MTS may need to perform an investigation. MTS currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure will start with an assessment form and the assessment framework found in the SSEPP and will be developed to cover all risk assessments. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources, including the ESRP.

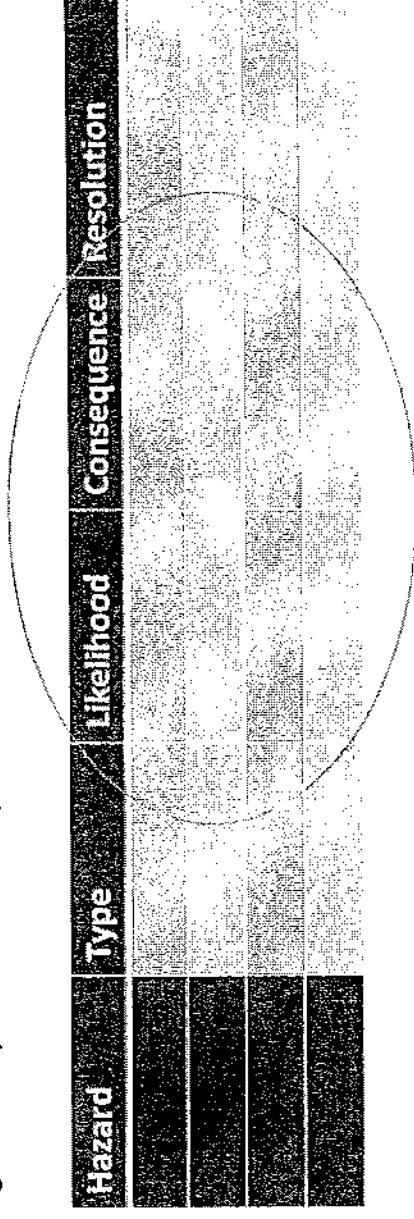
The safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers

Monroe Transit System AGENCY SAFETY PLAN



any previous mitigation efforts and the effectiveness of those efforts. The assessment results are used to populate the third and fourth components of the Risk Register, as presented in Figure 5.

Figure 5: Safety Risk Assessment Steps in Populating the Risk Register



The CSO conducts the risk assessment and their risk management team through the Safety Committee, supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the safety team to visualize the assessed likelihood and severity and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

Figure 6: Safety Risk Assessment Matrix

RISK ASSESSMENT MATRIX					
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)	
Frequent (A)	High	High	High	Medium	
Probable (B)	High	High	Medium	Medium	
Occasional (C)	High	Medium	Medium		
Remote (D)	Medium	Medium			
Improbable (E)	Medium				

Although the current version of the matrix relies heavily on examples and samples listed on the PTASP Technical Assistance Center website, in coming years, lessons learned would be to customize the matrix addressing our unique operating realities and leadership guidance.

Monroe Transit System

AGENCY SAFETY PLAN



The Risk Assessment Matrix is an essential tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that Management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is allowable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the risk assessment into the Risk Register, which documents the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

As discussed in the Safety Risk Assessment section, the MTS SSEPP has a *Threat and Vulnerability Assessment*, found in *Section 4.2*. Through this process, to accomplish threat and vulnerability resolutions, as well as prevent incidents, the Safety Committee will review current methods of threat resolution to determine if additional means can be identified to address security risks through three possible alternative approaches:

1. Eliminate
2. Mitigate
3. Accept

The Safety Committee will investigate each approach to determine and develop a course of action acceptable to MTS management.

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the consequences' likelihood or severity. This step aims to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the entire risk.

Monroe Transit AGENCY SAFETY PLAN



Figure 7: Risk Register Mitigation Component

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency), information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the duties of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

A. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the MTS SMS that function to ensure

1. the implementation and effectiveness of safety risk mitigation.
2. MTS meets or exceeds our safety objectives by collecting, measuring, analyzing, and assessing information.

SA helps to ensure early identification of potential safety issues. SA also ensures safeguards are in place and effective in meeting MTS' critical safety objectives and contributing towards SPTs.



I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the MTS SA program, MTS collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. MTS currently relies primarily on lagging indicators representing adverse safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to adverse outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, MTS will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

Monitoring Compliance and Sufficiency of Procedures – 673.27 (b)(1)

MTS monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety-related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with MTS SOPs through direct observation and review of information from internal reporting systems such as the *Grievance Procedure* and *ADA Complaint Procedure* from both employees and customers.

MTS addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including a revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

Sometimes personnel fully comply with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of adverse safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process.

Monitoring Operations – 673.27(b)(2)

Supervisors are required to monitor investigation reports of safety events, and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. Suppose it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives. In that case, the Supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the



Monroe Transit System AGENCY SAFETY PLAN

supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. *Safety Event Investigation – 673.27(B)(3)*

MTS currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that MTS can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event. MTS uses accident and incident reports to document to identify safety and operational risks based on individual assets.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for collecting, measuring, analyzing, and assessing information. MTS gathers a variety of information for identifying and documenting root causes of accidents and incidents, including but not limited to the accident response procedure detailed in the following steps:

1. The first responsibility of an operator involved in an accident is the safety of passengers and other people involved.
2. Operators are required to immediately contact a Supervisor when an accident occurs and state:
 - a. Location
 - b. Bus number
 - c. Whether emergency medical service is needed
3. If a supervisor cannot be reached, contact the Police Department for an officer.
4. Operators are not to authorize medical attention for injured persons. A supervisor or police officer will assess the injured person's condition.
5. Operators should remain calm and give no information to anyone except a police officer or a supervisor.
6. Upon securing the vehicle, the Operator should secure all witnesses possible by obtaining names, addresses, and phone numbers on courtesy cards.
7. Any contact with a department vehicle or any person injured in or around a department vehicle must be considered an accident. All accidents are to be reported.
8. Operators must have a complete accident kit on hand as part of their daily equipment.
9. Employees having knowledge of or witnessing an accident involving an MTS vehicle must report this information to a Supervisor.
10. The Supervisor will:
 - a. Determine whether the CSO or Accountable Executive need to be contacted but will give them a report when the Supervisor finishes the initial assessment.

AGENCY SAFETY PLAN



- b. Let the Operator know that Police and supervision have been contacted and help is on the way.
 - c. Assign a Standby Operator to pre-trip a bus in case a standby must drive the next round for the Operator on that route. When needed, the Standby Operator may take a bus out to continue a route.
 - d. Let the Operator know that a Standby Operator and bus have been assigned to continue the route or that support personnel is bringing another bus out to them.
 - e. Refer the Operator for required drug and alcohol testing in compliance with 49 CFR § 655.44 Post-accident testing, if the safety event meets the definition of accident in 49 CFR § 655.4
 - f. Return to the station.
 - g. Record all accident information on the Daily Dispatch log, any missed trips, downtime, or bus replacements.
11. The Supervisor on duty will give the Operator an incident report to complete before the Operator leaves that day and put the Operator's report in the CSO's office.
 12. The CSO evaluates the incident report and other available information to determine the cause of the accident/event. Follow-up with the Operator or other cognizant parties may be necessary to elicit additional information.
 13. The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

Monitoring Internal Safety Reporting Programs – 673.27(b)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the Supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The Supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and, if appropriate, assigned for mitigation/resolution.

Other Safety Assurance Initiatives

Because leading indicators can be more beneficial for safety performance monitoring and measurement than lagging indicators, MTS is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to adverse safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data, tracking trends toward or away from meeting the identified SPTs, or other indicators as appropriate.

Infectious Disease Precautions

Key Steps of Standard Precautions

Employees can't tell if individuals have infectious diseases just by looking at them. Using "Standard Precautions" means protecting yourself as if all airborne or body fluids could be infected.



Monroe Transit System AGENCY SAFETY PLAN

Follow these steps:

1. Avoid Touching Your Face
2. Cover Your Sneeze or Cough
3. Stay Home When Sick
4. Stay Away From Sick Individuals
5. Wash or Disinfect Your Hands Frequently
6. Clean Frequently Touched Surfaces

Bus Prevention Tools:

1. The CDC germ precautions (above) are displayed on each bus. Every 50 minutes, an audible safety precaution mentioning the steps is played.
2. Each bus is equipped with a Puradigm® FLOW™ indoor air filtration system to continuously clean the air inside the bus.
3. To further maximize air intake while operating the bus, bus operators are encouraged to set the defrost vent to full fresh and the defrost fan to high and open the passenger windows depending on outdoor weather/ temperature. The bus operator may also open the front roof hatch depending on outdoor weather/temperature, open the rear roof hatch depending on outdoor weather/ temperature, and open the driver window.
4. Each bus has a spray bottle for the bus driver to clean the driver area during shift changes and as needed.
5. After use in service, each bus is cleaned, sanitized, and fogged each night.
6. If a passenger or bus driver becomes ill on the bus or bodily fluids are located, the bus is immediately replaced, cleaned, and sanitized.
7. Each bus has a hand sanitizer dispenser for the public to clean their hands while on the bus.

Facility Precautions:

1. Every office and employee breakroom is equipped with a Puradigm® FLOW™ indoor air filtration system to clean the office air continuously.
2. Each facility is sanitized and cleaned multiple times during the day.
3. If an office or shop employee becomes ill, the work area is immediately cleaned and sanitized.
4. Each public area and employee breakroom has a hand sanitizer dispenser for hand cleaning.

B. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when, and to whom Management communicates safety-related topics. SP also includes when and



Monroe Transit System AGENCY SAFETY PLAN

how training is provided. The following sections outline both the safety competencies and training that MTS will implement and how safety-related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

MTS provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular driver safety meetings are held to ensure that safety-related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, MTS will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (such as administrative, driver, supervisor, mechanic, and maintenance) and the respective staff safety-related responsibilities.
- Assess the training requirements in 49 CFR Part 672 and the various courses required for different positions. (MTS is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is required of other larger agencies in the event might be helpful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and training required to meet the safety-related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Adjust job notices associated with general staff categories to ensure that new personnel understands the safety-related competencies and training needs and the safety-related responsibilities of the job.
- Include refresher training in all training and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

MTS regularly communicates safety and safety performance information throughout our agency's organization, conveying information on hazards and safety risks relevant to employees' roles and responsibilities. The communication informs employees of safety actions in response to reports submitted through the ESRP (noted in Section 3.A.1) or other means.

MTS reports any safety-related information to the Monroe City Council at their regular meetings and will begin including safety performance information. In addition, MTS holds regularly scheduled meetings with drivers to ensure that any safety-related information is passed along that would affect the

AGENCY SAFETY PLAN



execution of the drivers' duties. MTS also posts safety-related and other pertinent information in a shared room for all employees.

MTS will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the data should be reported, and to whom, MTS will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken from the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, MTS will review our current communications strategies and determine whether others are needed.

Monroe Transit System AGENCY SAFETY PLAN



5. APPENDIX A

Table 5: PTASP Supporting Documents

File Name	Revision Date	Document Name	Document Owner
MTS SSEPP.doc	November 2019	System Security and Emergency Preparedness Plan (SSEPP)	MTS
MTS Procurement Manual-September 2022.pdf	1/20/2020	Procurement Manual	MTS
MTS employee work rules.pdf	5/6/2021	Employee Work Rules	MTS
Monroe, LA 2022 TAM Plan .xlsm	6/23/2019	2018 TAM Plan	MTS
City of Monroe transit information copy.pdf		TrAMS Profile Information	FTA
City of Monroe drug and alcohol policy.pdf	9/13/2022	Drug and Alcohol Policy Document	City of Monroe/MTS
ADA complaint procedures and records retention.pdf	12/4/2018	ADA Complaint Procedures	MTS
2019 triennial review report copy.pdf	10/4/2023	2019 Triennial Review Report	FTA
2022 MTS facility maintenance plan.pdf	November 2022	Facilities Maintenance Plan	MTS
Transit Contract 2022-2025.pdf	2022-2025	Labor Agreement	MTS/ Amalgamated Transit-Union
10 North Monroe - 2022.pdf	12/1/2022	North Monroe Ride Guide	MTS
9 Jackson Street - 2022.pdf	12/1/2022	Jackson Street Ride Guide	MTS
8 Bernstein Park - 2022.pdf	12/1/2022	Bernstein Park Ride Guide	MTS
7 White-Powell - 2022.pdf	12/1/2022	White/Powell Ride Guide	MTS
6 Berg Jones Marx - 2022.pdf	12/1/2022	Berg Jones/Marx Ride Guide	MTS
5 University - 2022.pdf	12/1/2022	University Ride Guide	MTS
4 Pecanland Mall - 2022.pdf	12/1/2022	Pecanland Mall Ride Guide	MTS
3 Twin City Mall - 2022.pdf	12/1/2022	Twin City Mall Ride Guide	MTS
2 Park Avenue - 2022.pdf	12/1/2022	Park Avenue Ride Guide	MTS
1 Desiard - 2022.pdf	12/1/2022	Desiard Street Ride Guide	MTS

Monroe Transit System AGENCY SAFETY PLAN



A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC 5329(d), and the agency's TAM Plan in accordance with 49 USC 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authority or responsibilities for the day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part or a public transportation provider that does not operate a rail-fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent authority: an entity that carries out duties similar to that of a Board of Directors for a recipient or sub-recipient of FTA funds under 49 USC Chapter 53, including the sufficient authority to review and approve a recipient or sub-recipient PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not serious; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

AGENCY SAFETY PLAN

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard to prevent recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 USC Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: A public transportation provider as defined under 49 USC 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: an expression based on a quantifiable performance indicator or condition used to establish targets and assess progress toward meeting the established targets.

Performance Target: means a quantifiable performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically to maintain assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures before they occur or develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of equipment failure.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 USC 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: a method to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Monroe Transit System AGENCY SAFETY PLAN



Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: the assessed probability and severity of a hazard's potential consequence(s), using as reference the worst foreseeable but credible outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risks.



Monroe Transit System AGENCY SAFETY PLAN

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable but credible condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable but credible condition.

Serious injury: means any injury that:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second or third-degree burns or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or sub-recipient of Federal financial assistance under 49 USC 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail-fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset can operate at a full level of performance.

State Safety Oversight Agency: an agency established by a State that meets the requirements and performs the functions specified by 49 USC 5329(e) and the regulations outlined in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, to provide safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

AGENCY SAFETY PLAN



B. Additional Acronyms Used

ASP: Agency Safety Plan

dba: doing business as

EMIP: Emergency Medical Personnel

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

LADOTD: Louisiana Department of Transportation and Development

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

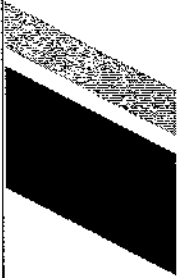
MTS: Monroe Transit System, City of Monroe, Louisiana

NTD: National Transit Database

OCOG: Ouachita Council of Governments

SOP: Standard Operating Procedure

SSEPP: System Security and Emergency Preparedness Plan



Monroe Transit System
AGENCY SAFETY PLAN



6. APPENDIX B

A. Council Minutes or Resolution

Place here

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 THE WORK DONE BY WOMACK AND SONS CONSTRUCTION GROUP, LLC FOR THE RUFFIN DRIVE – WATER DISTRIBUTION SYSTEM IMPROVEMENT PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Womack and Sons Construction Group, LLC on the Ruffin Drive – Water Distribution System Improvements Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Womack and Sons Construction Group, LLC on the Ruffin Drive – Water Distribution System Improvements Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacy Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Ruffin Drive – Water Distribution System Improvements Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of April 2024.

CITY CLERK

CHAIRPERSON

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: WOMACK AND SONS CONSTRUCTION GROUP, LLC
CONTRACT FOR: CITY OF MONROE
RUFFIN DRIVE - WATER DISTRIBUTION SYSTEM IMPROVEMENTS
CONTRACT DATE: FEBRUARY 12, 2023
PROJECT NO: PROJECT NO. 20-06-04 / 1120606
DATE OF SUBSTANTIAL COMPLETION: MARCH 20, 2024

TO: CITY OF MONROE AND WOMACK AND SONS CONSTRUCTION GROUP, LLC

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

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents. These items shall be completed by the Contractor within 45 days of Substantial Completion.

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

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

VOLKERT, INC.


CHRIS W. PATRICK, P.E.

3-25-2024
DATE

Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

WOMACK AND SONS CONSTRUCTION GROUP, LLC


JAMES B. WOMACK, SECRETARY

3/24/24
DATE

OWNER'S CERTIFICATE OF ACCEPTANCE

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

CITY OF MONROE

AUTHORIZED CITY REPRESENTATIVE _____ DATE _____

PUNCH LIST

See attached sheet.

CITY OF MONROE
WATER DISTRIBUTION SYSTEM IMPROVEMENTS – RUFFIN DRIVE
PROJECT NO. 20-06-04 / 1120606

PUNCH LIST

1.	General dress-up and clean-up along entire project route.	\$2,500.00
2.	Re-Install fence posts and top rail along the rear of Oregon Trail Pump Station fencing.	\$ 500.00
3.	Dress-up area (inside fence) at the Oregon Trail Storm Water Pump Station.	\$ 500.00
4.	All previously installed valve box concrete pads were not installed flush with top of valve box and will need to be removed and re-installed properly. Also, install concrete pad at added 16" gate valve on Ruffin Extension and two (2) existing exposed valves.	\$1,250.00
5.	Tracing wire at all valve boxes was not installed properly. Please Refer to specification section XXI-Installation or consult with engineer. Correct all tracing wire and grounding rods prior to installing/ reinstalling concrete valve pads.	\$3,000.00
6.	Reinstall "No Parking" signs along Ruffin Drive.	\$ 100.00
7.	All areas disturbed by construction activity should maintain positive drainage in ditches. Some areas have standing water and are not draining properly.	\$1,000.00
8.	Place concrete barriers back to original location at Ditta Property.	\$ 500.00
9.	Adjust height of meter boxes at 2304 Ruffin Drive. Raise above flow line of ditch.	\$ 500.00
10.	Adjust height of fire hydrant at intersection of Ruffin Drive and Ruffin Extension which appears to be too low.	\$1,000.00
11.	All disturbed areas need to be seeded and fertilized.	\$ 500.00

TOTAL

\$11,350.00

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 A DESIGNATED CITY REPRESENTATIVE TO EXECUTE AMENDMENT NO. 1 TO THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT RELATED TO THE YOUNG'S BAYOU RETENTION POND PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Louisiana Office of Community Development and the City of Monroe entered into a Cooperative Endeavor Agreement for the Young's Bayou Retention Pond Project ("Agreement"); and

WHEREAS, Amendment No. 1 to the Agreement, a copy of which is attached hereto and made part hereof, amends and modifies the Statement of Work by reducing the size of the retention pond (~2 acres) to allow additional room for access and maintenance to and around the retention pond.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute this Amendment No. 1 to the Cooperative Endeavor Agreement between the City of Monroe and the Louisiana Office of Community Development.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of April 2024.

CHAIRPERSON

CITY CLERK

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The Parties and Property Owners have executed and delivered this Agreement on the date set forth next to their respective signatures below, but effective as of the date set forth above.

OFFICE OF COMMUNITY DEVELOPMENT

By: _____

Name: Patrick Forbes

Title: Executive Director

Date: _____

DIVISION OF ADMINISTRATION

By: _____

Name: Barbara Goodson

Title: Deputy Commissioner

Date: _____

GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

City of Monroe (Young's Bayou Detention Pond)
Amend 1

REVISED EXHIBIT A

STATEMENT OF WORK

The Young's Bayou project will include construction of a 58 acre retention pond near the confluence of Young's Bayou, East Prong Road, West Prong Road, Oliver Road, and Rogers. The pond will reduce flooding in the Lower Young's Bayou area and allow water to flow unhindered to and from the nearby canals. Secondary impacts of the reduced flooding will extend throughout the City of Monroe. An excavated embankment will also be placed in area adjacent to the pond. The additional acres will provide access to and around the retention pond and areas adjacent to the retention area to place the material excavated from the retention pond. Right-of-Ways will have to be acquired by the City prior to construction of the retention pond and excavated embankment.

All property purchased must have a deed restriction to prohibit sale of the land for at least 100 years. The land must be maintained in perpetuity for use that is compatible with open space, recreational use or floodplain/wetlands management practices. All these restrictions must be secured by a covenant tied to the land that is purchased. This covenant must be on a form approved by OCCD.



Date: 04/2/2024
To: Morgan McAllister, Engineering Dept.
From: Alyeasha C. Adams, Sr. Planner
Subject: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the April 9, 2024, meeting.

Conditional Use Permit

(CUP 100-24)
Family Dollar/Decisions Consulting
3038 DeSiard Street
Monroe, LA 71201

This is a major conditional use permit to allow alcohol beverage sales, off-premises in the B-3 (General Business/Commercial) District. The property is located at 3038 DeSiard Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales: The sale of beer, wine, or other alcoholic beverages for on- or off- premises consumption.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.

- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

(CUP 101-24)
Family Dollar/Decisions Consulting
7916 DeSiard Street
Monroe, LA 71203

This is a major conditional use permit to allow alcohol beverage sales, off-premises in the B-3 (General Business/Commercial) District. The property is located at 7916 DeSiard Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales: The sale of beer, wine, or other alcoholic beverages for on- or off- premises consumption.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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 - Commercial/Urban: These are areas where there are predominantly

commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.

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

Effect of Denial

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Appeal

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

(CUP 102-24)
Genesis Church of L.A
1162 Oliver Road, Ste. 9
Monroe, LA 71201

This is a major conditional use permit to authorize a house of worship (church) at 1162 Oliver Road, Ste. 9. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

House of Worship: A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

- Commercial/Urban: These are areas where there are predominantly

commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.

- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

(CUP 104-24)
Praise Temple COGIC
205 North 18th Street
Monroe, LA 71201

This is a major conditional use permit to authorize a house of worship (church) at 205 North 18th Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

House of Worship: A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

- Commercial/Urban: These are areas where there are predominantly

commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.

- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

(CUP 105-24)

WALLA/Brad Warren
1304 Sterlington Road
Monroe, LA 71203

This is a major conditional use permit to allow alcohol beverage sales, off-premises in the B-3 (General Business/Commercial) District. The property is located at 7916 DeSard Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

Alcohol beverage sales: The sale of beer, wine, or other alcoholic beverages for on- or off- premises consumption.

Alcohol beverage sales, off-premises: The retail sale of alcoholic beverages in the original sealed and labeled container in a business such as a grocery store, convenience store or liquor store for consumption off site.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

(CUP 106-24)
Praise Temple COGIC
205 North 18th Street
Monroe, LA 71201

This is a major conditional use permit to authorize a house of worship (church) at 205 North 18th Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

House of Worship: A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the

pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

- **Commercial/Urban:** These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor or minor conditional use have minimized or mitigated.

Effect of Denial

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

Appeal

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

(CUP 106-24)
First Christian Church
7805 DeSiard Street
Monroe, LA 71203

This is a major conditional use permit to authorize a house of worship (church) at 7805 DeSiard Street. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require another level of approval; therefore, this request comes before City Council for their approval in addition to that of Planning Commission.

House of Worship: A building where persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain religious expression, together with all accessory buildings and uses customarily associated with such primary purpose.

Planning Commission recommends approval with a 4-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the

pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.

- Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that serve the City of Monroe as well as the surrounding areas, and includes large mixed-use development, large retail and shopping centers, restaurants, and entertainment establishments.
- b. The proposed development meets the requirements of this Ordinance.
- c. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- d. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- e. Any adverse impacts on adjacent properties attributable to the major or minor or minor conditional use have minimized or mitigated.

Effect of Denial

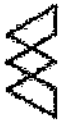
The final denial of a major or minor conditional use permit application shall ban the Subsequent application for the same or similar use at the same location for a period of Twelve (12) months.

Appeal

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

Revocation

An ordinance revoking a 60' wide by 201.11 to 244.89' long portion of Grammont Street from South Stanley Avenue to its' dead end at the drainage canal and further providing with respect thereto: amend the zoning map for the City of Monroe, Louisiana and providing further with respect thereto: (S. E. Huey/Choice Brands Distribution) REV 100-24 (ENG/P&Z)



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 100-24

APPLICANT: Family Dollar/Decisions Consulting

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mrs. Pamela Hill

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use (Major) to allow alcohol beverage sales, off-premises at 3038 DeSiard Street and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 100-24
NAME OF APPLICANT: Family Dollar/Decisions Consulting
ADDRESS OF PROPERTY: 3038 DeSiard Street
COUNCIL DISTRICT: 2

REQUEST: A **MAJOR** Conditional Use approval to allow the applicant to sell alcohol for off-premises consumption at the above-mentioned location.

SIZE OF PROPERTY: 0.583 acres (more or less)

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

PRESENT USE: Existing retail goods establishment

MOST NEARLY BOUNDED BY (STREETS): North of Commerce Avenue, south of DeSiard Street, east of South Stanley Avenue and the revoked Edgewood Street.

SURROUNDING LAND USES: The surrounding land use consists of the Eastgate Shopping Center to the north, Russell Moore Lumber to the east and various commercial properties to the west and south.

ADVERSE INFLUENCES: Increase in traffic.

POSITIVE INFLUENCES: Additional sales tax for the City of Monroe.

COMMENTS/RECOMMENDATIONS: The applicant would like to sell alcohol for off-premises consumption in addition to retail goods items.

Alcohol sales is an accessory use to the retail goods establishment and require a major Conditional Use Permit in addition to a liquor license. A major conditional use is reviewed by both the Planning Commission and the City Council.

A Conditional Use for alcohol sales does not take the place of a liquor license. This is an approval of the USE of this location for alcohol sales. The applicant still needs to apply to the City Council for a liquor license.

**CUP 100-24
Family Dollar**

This store is not close to any churches, schools, libraries or playgrounds. Planning and Zoning has received verification from the Engineering Department of the distance from the store to the church.

This approval will expire six (6) months from the date of approval if a Certificate of Occupancy and all required permits are not applied for and work has begun.

OPTIONS:

Approve the applicants' request as presented.

Approve the applicants' request with conditions.

Deny the applicant's request as presented.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- *General Business/Commercial*

This is a predominately commercial area that serves nearby residential and mixed-use areas.

This category is intended to provide sufficient space in appropriate locations for a wide variety of commercial and miscellaneous services activities, generally serving a wide area and located along any major arterials. Commercial uses should be compatible with medium to large-scale, auto or pedestrian-oriented commercial uses and strip commercial developments. Institutional uses that are compatible and complimentary to the surrounding neighborhood may be considered, such as churches, schools, libraries, and daycare facilities. Additionally, infill development for commercial use should be encouraged.

- a. The proposed development meets the requirements of this Ordinance.
- b. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- c. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- d. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.

12/18/23, 3:57 PM

3038 Desiard St - Google Maps

Google Maps 3038 Desiard St

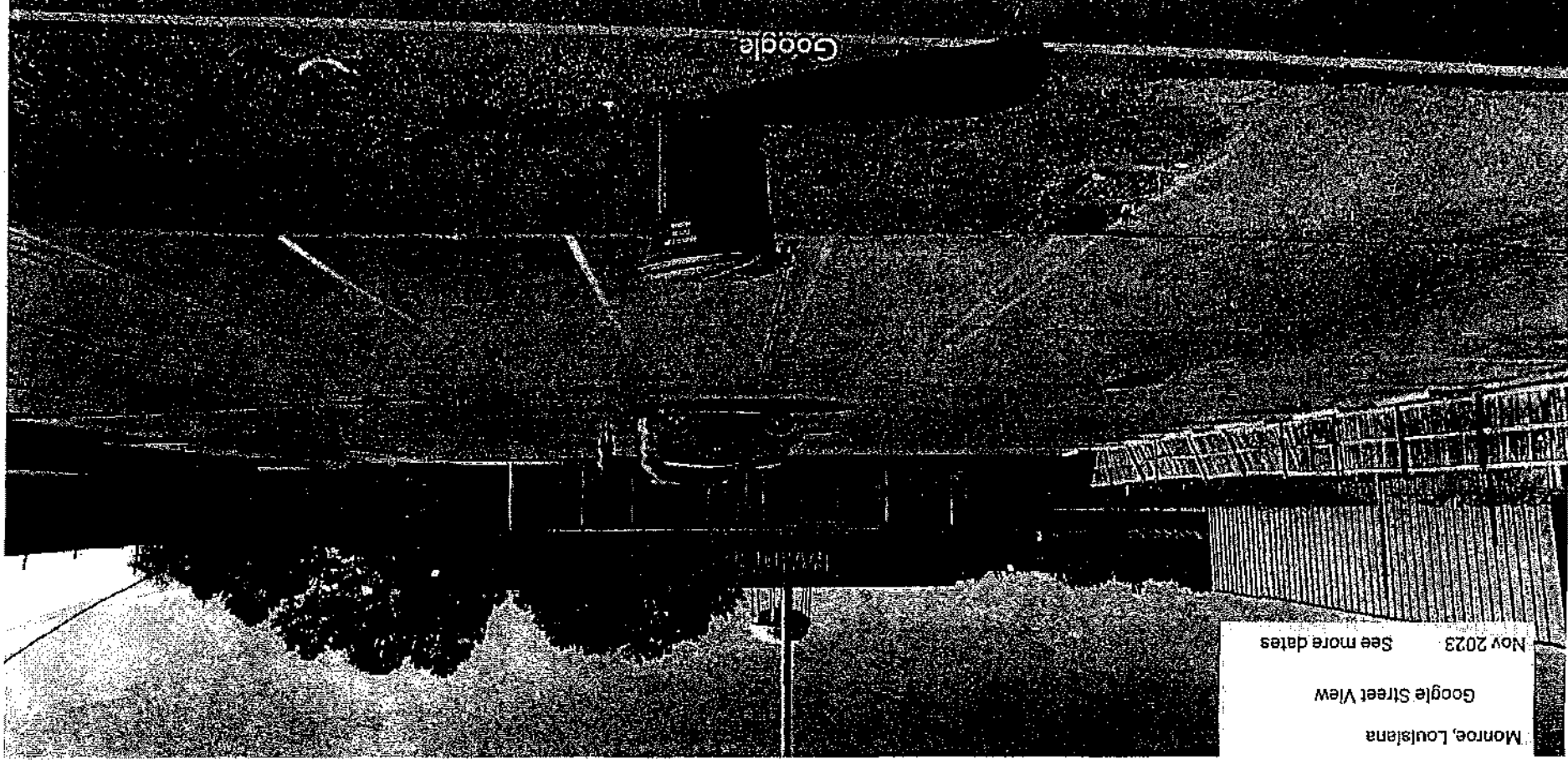
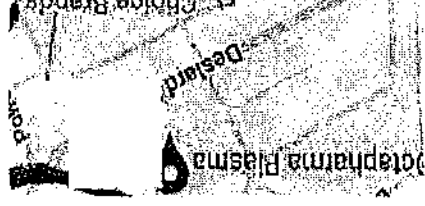


Image capture: Nov 2023 @ 2023 Google



https://www.google.com/maps/@32.5208968,-92.0840939,3a,49y,148.09h,81.33t/data=!3m1!1e1!3m4!1sCPz2seTKN5DT2iXdc2Bd6w!2e0!7!1638418!192?entry=ttu

Ouachita Parish

Assessor's Office

Stephanie Smith, Assessor



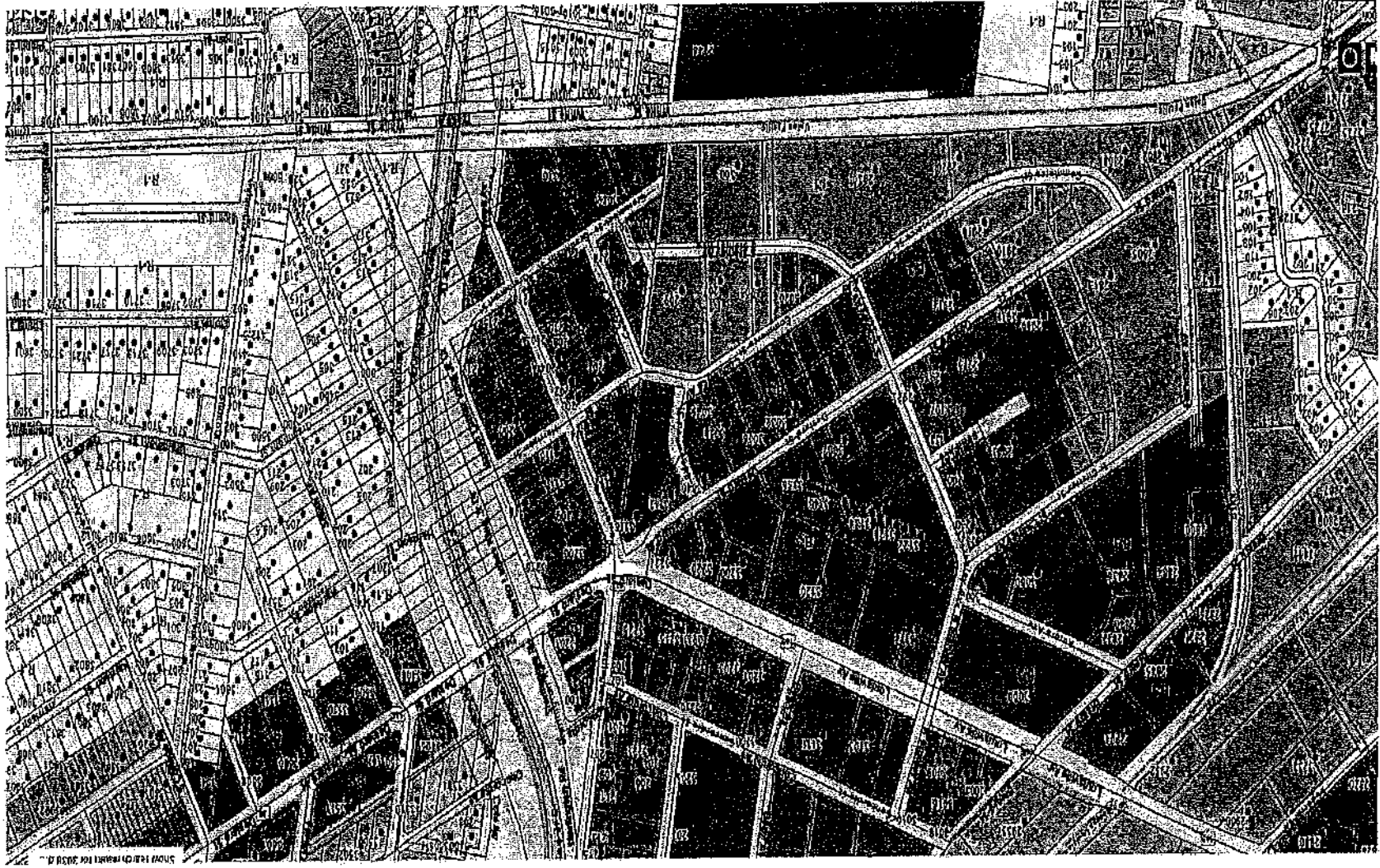
Date Created: 12/18/2023
Created By: acDataScout

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Powered By
acDataScout

www.acDataScout.com

via DataScout OneMap



Decision Consultings/Family Dollar
3038 Desiard Street

 CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 101-24

APPLICANT: Family Dollar/Decisions Consulting

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Ernest Muhammad

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area *are* sufficient to justify the request for a Conditional Use (Major) to allow alcohol beverage sales, off-premises at 7916 DeSiard Street and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 101-24
NAME OF APPLICANT: Family Dollar/Decisions Consulting
ADDRESS OF PROPERTY: 7916 DeSiard Street
COUNCIL DISTRICT: 3

REQUEST: A **MAJOR** Conditional Use approval to allow the applicant to sell alcohol for off-premises consumption at the above-mentioned location.

SIZE OF PROPERTY: 0.20 acres (more or less)

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

PRESENT USE: Existing retail goods establishment

MOST NEARLY BOUNDED BY (STREETS): North of Airport Avenue, south of DeSiard Street, east of DeSiard Plaza Drive and HWY 80 East.

SURROUNDING LAND USES: The surrounding land use consists of the DeSiard Plaza Shopping Center, Walgreens to the north, Anytime Fitness to the west with various commercial properties in all directions.

ADVERSE INFLUENCES: Increase in traffic.

POSITIVE INFLUENCES: Additional sales tax for the City of Monroe.

**COMMENTS/
RECOMMENDATIONS:** The applicant would like to sell alcohol for off-premises consumption in addition to retail goods items.

Alcohol sales is an accessory use to the retail goods establishment and require a major Conditional Use Permit in addition to a liquor license. A major conditional use is reviewed by both the Planning Commission and the City Council.

A Conditional Use for alcohol sales does not take the place of a liquor license. This is an approval of the USE of this location for alcohol sales. The applicant still needs to apply to the City Council for a liquor license.

**CUP 101-24
Family Dollar**

This store is not close to any churches, schools, libraries or playgrounds. Planning and Zoning has received verification from the Engineering Department of the distance from the store to the church.

This approval will expire six (6) months from the date of approval if a Certificate of Occupancy and all required permits are not applied for and work has begun.

OPTIONS:

Approve the applicants' request as presented.

Approve the applicants' request with conditions.

Deny the applicant's request as presented.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - *General Business/Commercial*

This is a predominately commercial area that serves nearby residential and mixed-use areas.

This category is intended to provide sufficient space in appropriate locations for a wide variety of commercial and miscellaneous services activities, generally serving a wide area and located along any major arterials. Commercial uses should be compatible with medium to large-scale, auto or pedestrian-oriented commercial uses and strip commercial developments. Institutional uses that are compatible and complimentary to the surrounding neighborhood may be considered, such as churches, schools, libraries, and daycare facilities. Additionally, infill development for commercial use should be encouraged.

- a. The proposed development meets the requirements of this Ordinance.
- b. The proposed development will reinforce the existing or planned character of the neighborhood and the City.
- c. The major or minor conditional use permit complies with any specific use standards or limitations in Section VI (Supplementary Use Standards) of this Ordinance.
- d. Any adverse impacts on adjacent properties attributable to the major or minor conditional use have been minimized or mitigated.

12/18/23, 3:53 PM

7909 Desiard Street - Google Maps

Google Maps
7909 Desiard Street
7916 Desiard Street

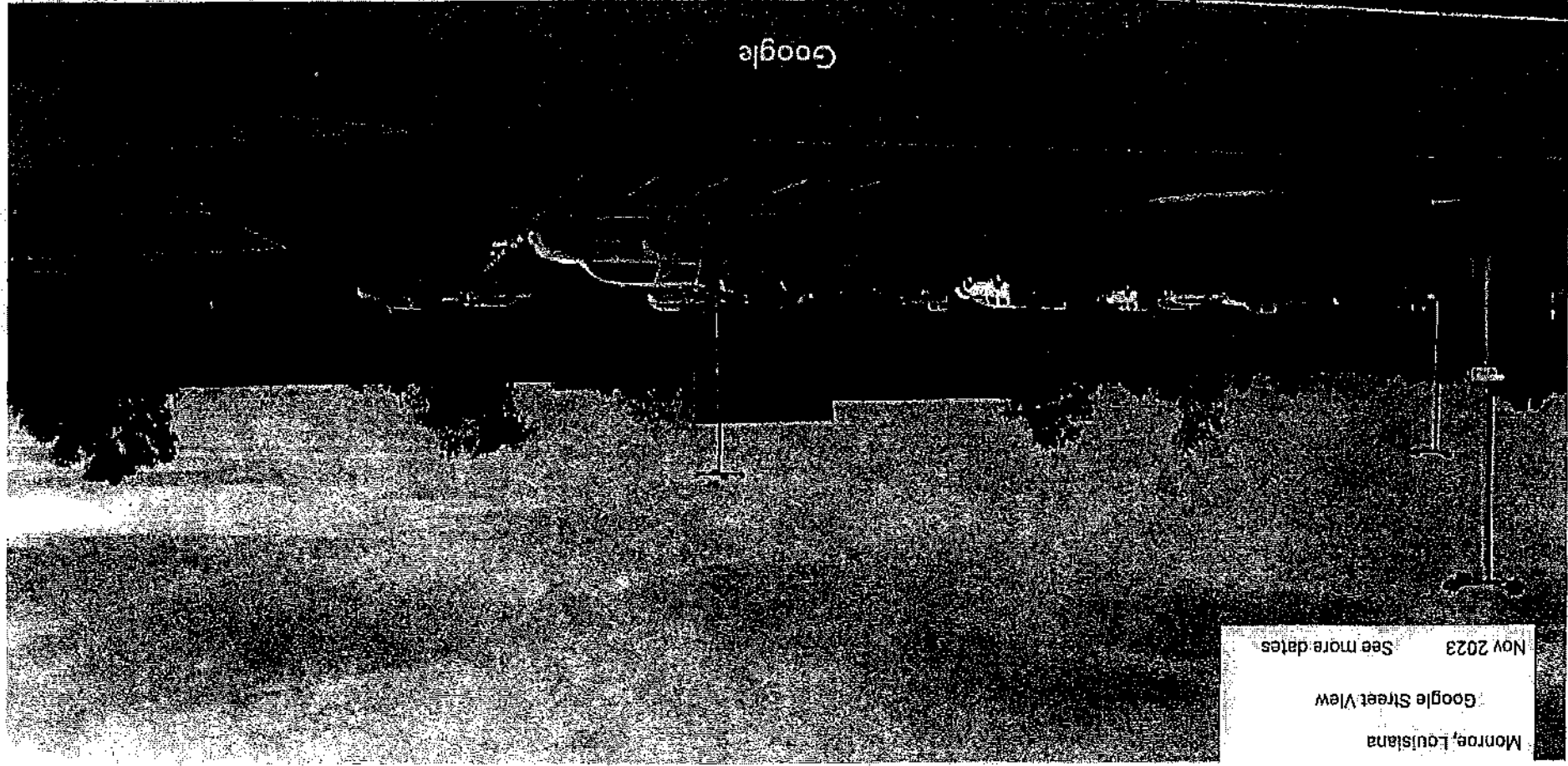
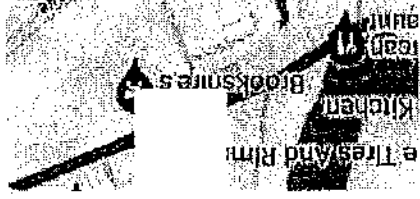


Image capture: Nov 2023 © 2023 Google



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Ouachita Parish

Assessor's Office

Stephanie Smith, Assessor



1 inch = 203 feet

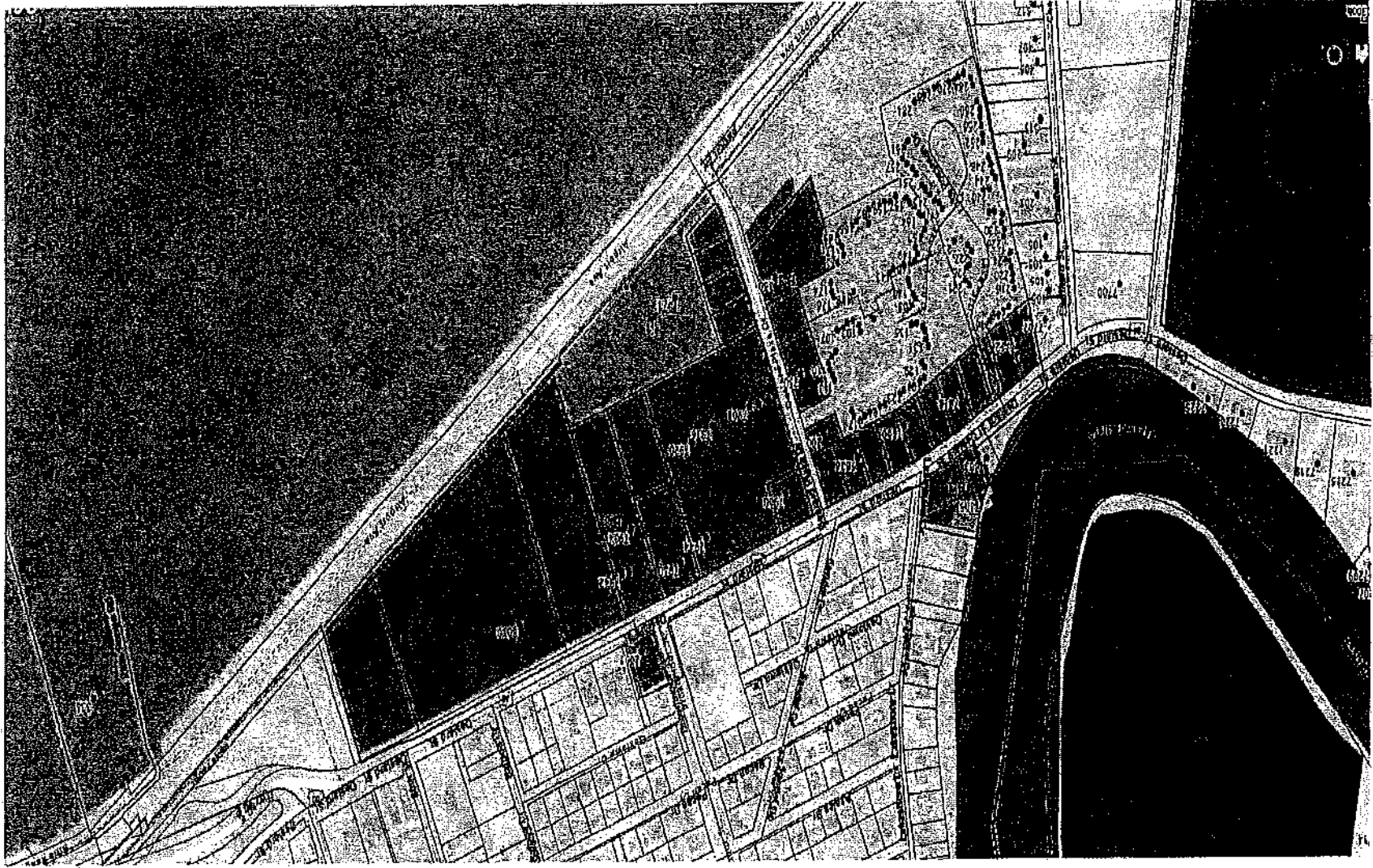
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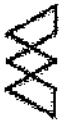
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Via DataScout OneMap



Decision Consultings/Family Dollar
7916 DeSard Street



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 102-24

APPLICANT: Genesis Church of LA

MOTIONED BY: Mrs. Pamela Hill

SECONDED BY: Rev. 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 a Conditional Use (Major) to locate a house of worship at 1162 Olive Road, Ste. 9 and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 102-24
NAME OF APPLICANT: Genesis Church
ADDRESS OF PROPERTY: 1162 Oliver Road, Ste. 9
COUNCIL DISTRICT: 2

REQUEST: A Major Conditional Use Permit (CUP) to allow a house of worship (church) in the B-3 (General Business/Commercial) District. The property is located at 1162 Oliver Road, Ste. 9.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to operate a church for worship services.

SIZE OF PROPERTY: 14.442-acres (more or less)

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

PRESENT USE: Vacant space

MOST NEARLY BOUNDED BY (STREETS): North of Louisville Avenue, south of Tower Drive and east of Oliver Road

SURROUNDING LAND USES: The surrounding land use consists of commercial businesses in all directions.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

COMMENTS/RECOMMENDATIONS: The applicant is requesting to use the building for a small start-up church congregation, to provide a new space for religious worship services. There are approximately 50 members. Church services will occur after business hours, on Sunday's and Wednesday's. Adequate parking spaces can be provided on-site.

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request.

The applicant has signed and submitted a general waiver of distance requirement for alcohol permits. The church is

irrevocably waiving the distance requirements for any existing or future permit applications.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

WAIVER OF DISTANCE REQUIREMENT FOR ALCOHOL PERMIT

Pursuant to La. R.S. 26:81(C)(1) and 26:281(C)(1), an alcohol permit shall not be granted for any premises situated within three hundred feet or less, as fixed by the ordinance, of a public playground, or a building used exclusively as a church or synagogue, public library, school, or full-time day care center, or correctional facility housing inmates, including but not limited to a halfway house. City of Monroe Code Section 4-24(a) also states that no alcohol permit shall be granted to and no alcoholic beverage business shall be conducted on any premises within three hundred (300) feet or less of a public playground or of a building used exclusively as a church or synagogue, public library, or school, as measured by ordinance.

Both state and local law permit an affected location to waive the distance requirements. Under La. R.S. 26:281(C)(2), a permit shall not be denied if the affected location waives opposition to the applicant's permit. Similarly, Monroe City Code Section 4-24(f) states that a "church, synagogue, or other place of worship may waive the distance requirement," and that such "waiver shall be irrevocable as long as the premises is used as a church, synagogue or other place of worship."

Pursuant to state and local law, the following entity and/or organization hereby irrevocably waives the distance requirements set forth in La. R.S. 26:281(C) and Monroe City Code Section 4-24(a):

Name of Organization/Entity: Genesis Church LA

Type of Organization/Entity: Religious

Church 4114 E Frenchman's Bend Monroe LA 71203
Address: LOCATION 1122 Oliver Rd MONROE LA 71201

This waiver is in favor of the following applicant for an alcohol permit, including its successors and assigns, and indicates that the above-named entity does not oppose the application or future applications:

Name of Organization/Entity: _____

Type of Organization/Entity: _____

Address: _____

This waiver and non-opposition is given this 12 day of February, 2024 and shall be immediately effective.

Genesis Church LA RJ Ch

Name of Entity Signature of Authorized Representative

Pastor Bory Chance

Title / Position Printed Name

Request for a new church.



Quachita Parish
Assessor's Office
Stephanie Smith, Assessor



1 inch = 406 feet

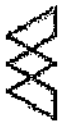
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CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 104-24

APPLICANT: Praise Temple Church

MOTIONED BY: Mrs. Pamela Hill

SECONDED BY: Mr. Charles Scott

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use (Major) to locate a house of worship at 205 North 18th Street and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 104-24
NAME OF APPLICANT: Praise Temple COGIC
ADDRESS OF PROPERTY: 205 North 18th Street
COUNCIL DISTRICT: 3

REQUEST: A Major Conditional Use Permit (CUP) to allow a house of worship (church) in the B-3 (General Business/Commercial) District. The property is located at 205 North 18th Street.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to operate a church for worship services.

SIZE OF PROPERTY: 0.403-acres (more or less)

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

PRESENT USE: Existing vacant building

MOST NEARLY BOUNDED BY (STREETS): North of Adams Street, south of Wallace Street, east of North Congo Street and west of North 18th Street.

SURROUNDING LAND USES: The surrounding land use consists of James Machine Works, Radiance Day Care Center and Mt. Zion Baptist Church, with additional businesses in all directions.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

COMMENTS/RECOMMENDATIONS: The applicant is requesting to use the building for a small start-up church congregation, to provide a new space for religious worship services. There are approximately thirty (30) members. Church services will occur on Sunday's only. There are approximately fifteen (15) parking spaces that can be provided on-site. A parking agreement will be needed for additional church parking to accommodate the use.

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request.

CUP 104-24
Praise Temple COGIC

The applicant has signed and submitted a general waiver of distance requirement for alcohol permits. The church is irrevocably waiving the distance requirements for any existing or future permit applications.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

WAIVER OF DISTANCE REQUIREMENT FOR ALCOHOL PERMIT

Pursuant to La. R.S. 26:81(C)(1) and 26:281(C)(1), an alcohol permit shall not be granted for any premises situated within three hundred feet or less, as fixed by the ordinance, of a public playground, or a building used exclusively as a church or synagogue, public library, school, or full-time day care center, or correctional facility housing inmates, including but not limited to a halfway house. City of Monroe Code Section 4-24(a) also states that no alcohol permit shall be granted to and no alcoholic beverage business shall be conducted on any premises within three hundred (300) feet or less of a public playground or of a building used exclusively as a church or synagogue, public library, or school, as measured by ordinance.

Both state and local law permit an affected location to waive the distance requirements. Under La. R.S. 26:281(C)(2), a permit shall not be denied if the affected location waives opposition to the applicant's permit. Similarly, Monroe City Code Section 4-24(f) states that a "church, synagogue, or other place of worship may waive the distance requirement," and that such "waiver shall be irrevocable as long as the premises is used as a church, synagogue or other place of worship."

Pursuant to state and local law, the following entity and/or organization hereby irrevocably waives the distance requirements set forth in La. R.S. 26:281(C) and Monroe City Code Section 4-24(a):

Name of Organization/Entity: Pace Temple CoGIC

Type of Organization/Entity: Place of Worship

Address: 205 North 18th St, Monroe, LA 70201

This waiver and non-opposition is given this 19th day of March, 2024 and shall be immediately effective.

Pace Temple CoGIC
Name of Entity



Signature of Authorized Representative

Joshua LaRue
Title / Position

Joshua LaRue

Printed Name

3/26/24, 10:55 AM

205 N 18th St - Google Maps

Google Maps 205 N 18th St

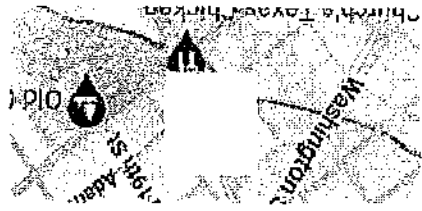
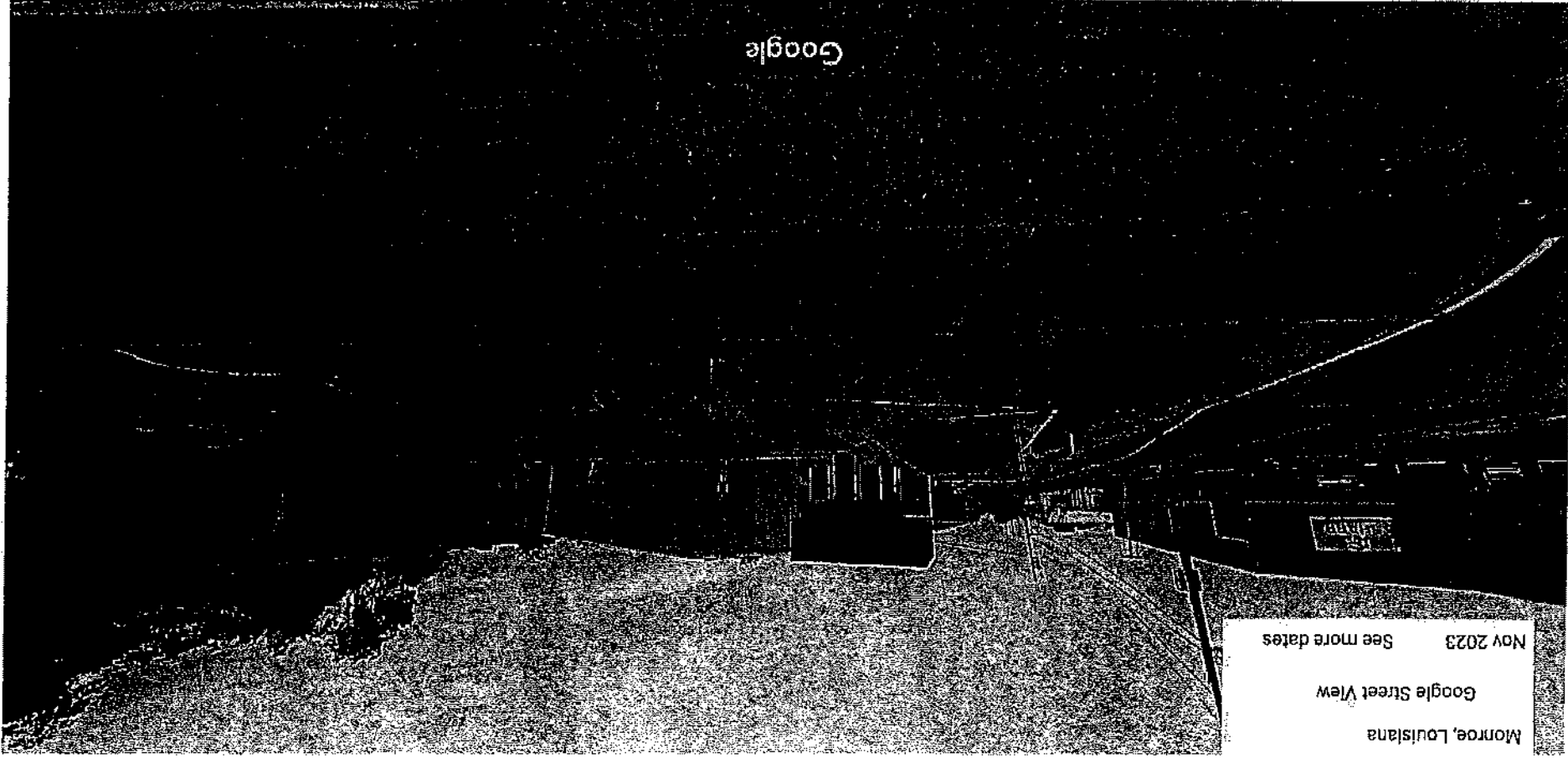
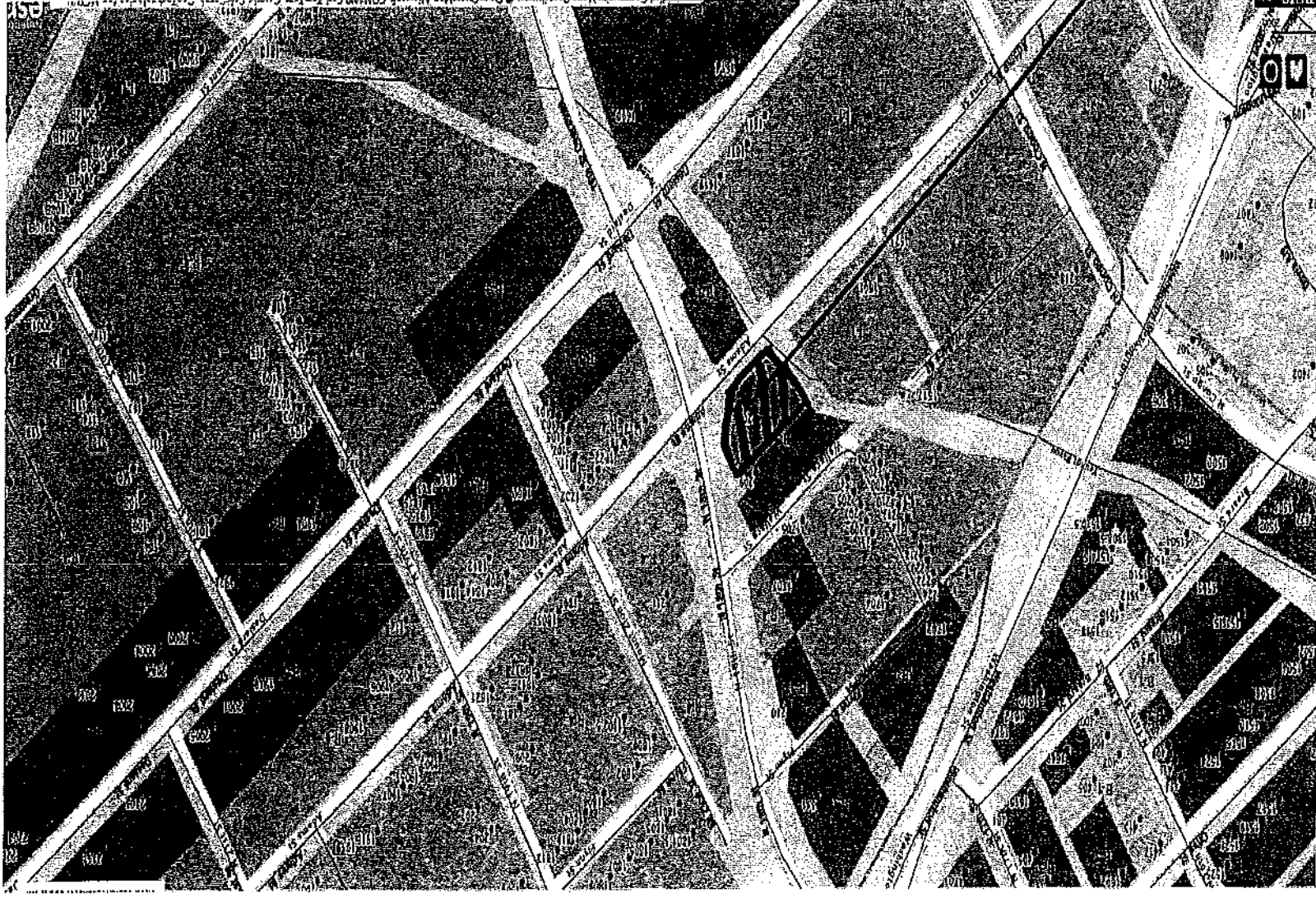


Image capture: Nov 2023 @ 2024 Google

B-3 (General Business/Commercial) District

205 North 18th Street





CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 105-24

APPLICANT: WALIA/Brad Warren

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Mr. Ernest Muhammad

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use (Major) to allow alcohol beverage sales, off-premises at 1304 Sterlington Road and recommends the application be approved.

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

**City of Monroe
Planning Commission**

CASE NO.: CUP 105-24
NAME OF APPLICANT: WALIA/Brad Warren
ADDRESS OF PROPERTY: 1304 Sterlington Road
COUNCIL DISTRICT: 2

REQUEST: A Major Conditional Use Permit (CUP) to allow the applicant to operate off-premises alcohol beverage sales, in the B-3 (General Business/Commercial) District. The property is located at 1304 Sterlington Road.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to sell alcohol and daquiris to-go for a new neighborhood retail business.

SIZE OF PROPERTY: 0.424-acres (more or less)

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

PRESENT USE: Vacant lot

MOST NEARLY BOUNDED BY (STREETS): North of Breville Street, south of Webster Street, east of Sterlington Road and west of Cole Avenue

SURROUNDING LAND USES: The surrounding land use consists of Starbuck's, McDonald's and various retail goods establishments to the north, south and west and residential properties to the east.

ADVERSE INFLUENCES: Increase in traffic for the area.

POSITIVE INFLUENCES: Increase retail sales taxes for the City.

COMMENTS/RECOMMENDATIONS: The applicant is requesting to sell off-premises alcohol beverage sales and daquiris to-go for a proposed new tobacco and alcohol store. The applicant will construct the site to adhere to and meet the minimum building requirements of the Comprehensive Zoning Ordinance. This store is proposing to have a drive-thru for this site.

The applicants are attempting to get the use approved prior to purchasing the land.

CUP 105-24
WALLA/Brad Warren

The applicant must obtain a certificate of occupancy and occupational license and tobacco license for this location.

There are no churches, schools, playgrounds, or library within a 300' radius of this property.

As per the Comprehensive Zoning Ordinance, this request does not follow the guidelines for said request. The future land use for this area is geared towards education/medical campus interests.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

Google Maps 1300 US-165

Monroe, Louisiana

Google Street View

Dec 2023

[See more dates](#)

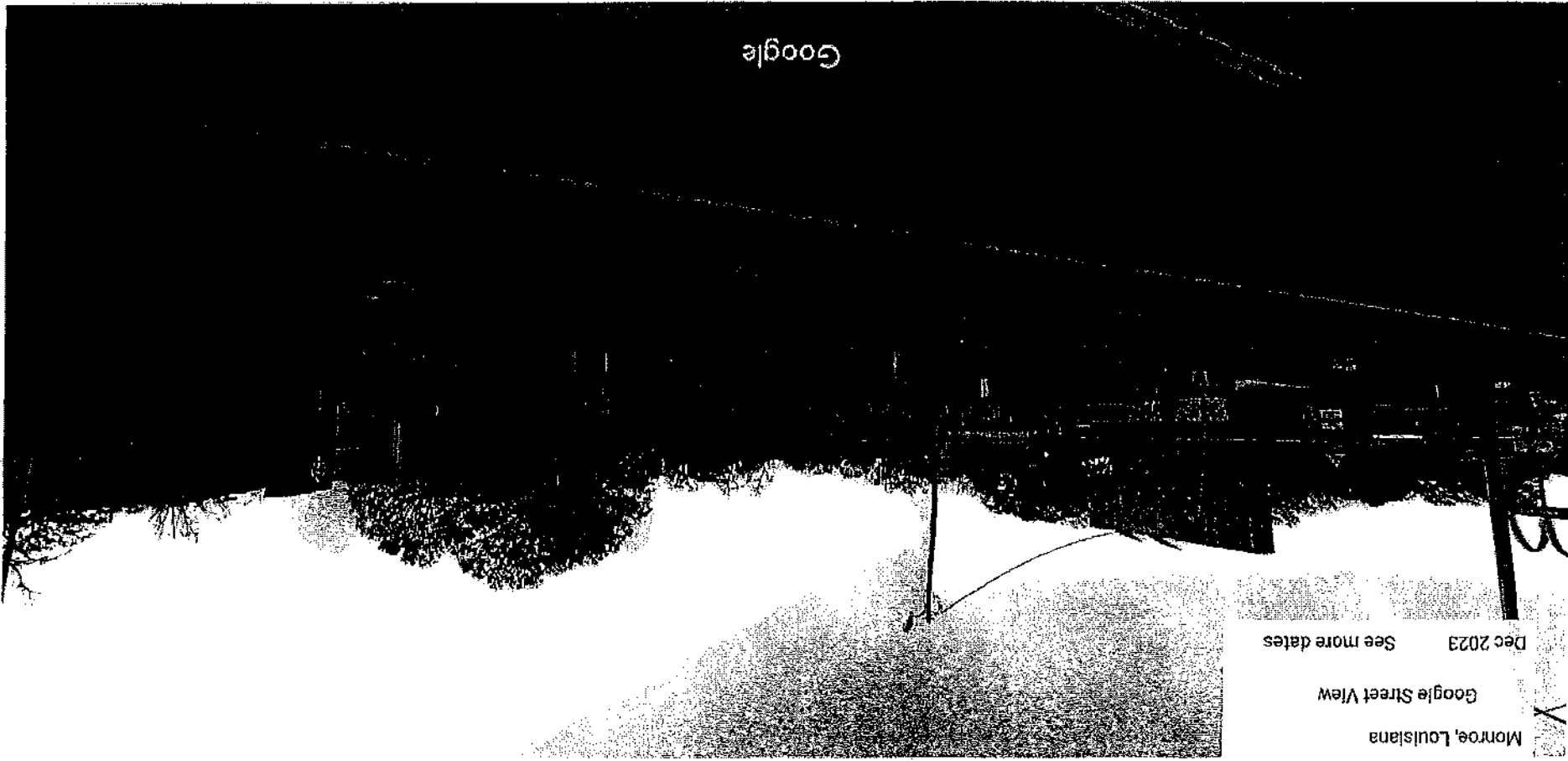


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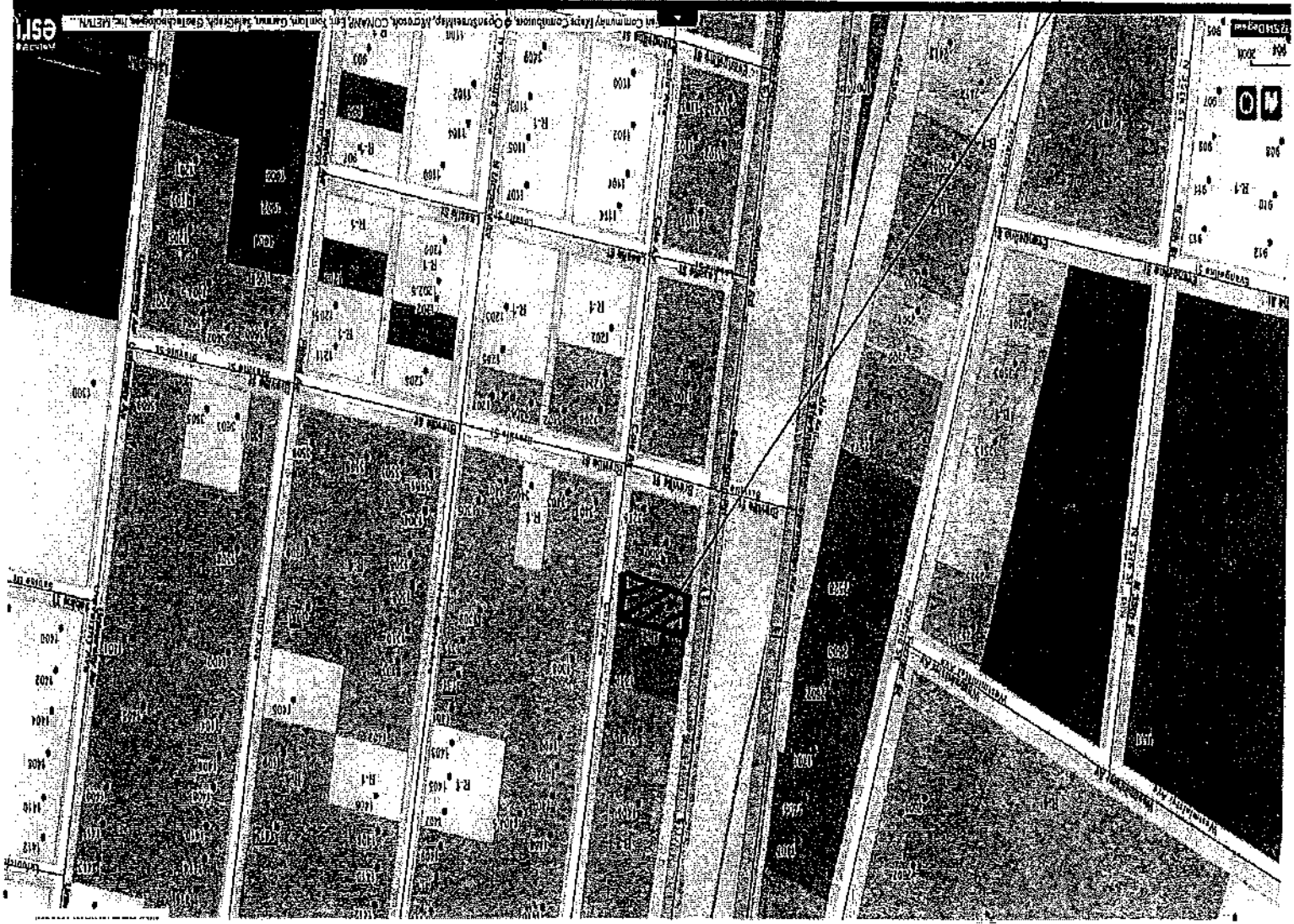
Google Maps 1304 Sterlington Rd



Imagery ©2024 Google, Imagery ©2024 Airbus, Map data ©2024 20 ft

B-3 (General Business/Commercial) District

1304 Sterlington Road





CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: CUP 106-24

APPLICANT: First Christian Church

MOTIONED BY: Mrs. Pamela Hill

SECONDED BY: Rev. Jegitra 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 a Conditional Use (Major) to locate a house of worship at 7805 DeSiard Street and recommends the application be approved.

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

City of Monroe
Planning Commission

CASE NO.: CUP 106-24
NAME OF APPLICANT: First Christian Church
ADDRESS OF PROPERTY: 7805 DeSiard Street
COUNCIL DISTRICT: 3

REQUEST: A Major Conditional Use Permit (CUP) to allow a house of worship (church) in the B-3 (General Business/Commercial) District. The property is located at 7805 DeSiard Street.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to operate a church for worship services.

SIZE OF PROPERTY: 0.59-acres (more or less)

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

PRESENT USE: Existing vacant building

MOST NEARLY BOUNDED BY (STREETS): North of DeSiard Street, south and east of Bayou DeSiard, and west of Lakeshore Drive.

SURROUNDING LAND USES: The surrounding land use consists of Wendy's, Shell Rapid Lube, Smoker's Paradise & Daquiri's to the south, with apartments and motels to the north and east.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

COMMENTS/RECOMMENDATIONS: The applicant is requesting to use the building for a small start-up church congregation, to provide a new space for religious worship services. There are approximately forty (40) members. Church services will occur after business hours, on Sunday's and Wednesday's. Approximately fifty (50) parking spaces can be provided on-site.

As per the Comprehensive Zoning Ordinance, this request does follow the guidelines for said request.

**CUP 106-24
First Christian Church**

The applicant has signed and submitted a general waiver of distance requirement for alcohol permits. The church is irrevocably waiving the distance requirements for any existing or future permit applications.

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

- 1) Stipulate the exact location as a means of minimizing hazards to life, limb, property damage, erosion or traffic.
- 2) Increase the required lot size or yard dimension.
- 3) Limit the height, size or location of buildings, structures and facilities.
- 4) Control the location and number of vehicle access points.
- 5) Increase the number of required off-street parking spaces.
- 6) Limit the number, size, location or lighting of signs.
- 7) Require additional fencing, screening, landscaping or other facilities to protect adjacent or nearby property.
- 8) Designate sites for open space.
- 9) Provide ease of access to major roadways; or
- 10) Assure that the degree of compatibility to the surrounding land use shall be maintained with respect to the particular use on the site and in consideration of other existing and potential uses within the general area in which the use is proposed to be located.

WAIVER OF DISTANCE REQUIREMENT FOR ALCOHOL PERMIT

Pursuant to La. R.S. 26:81(C)(1) and 26:281(C)(1), an alcohol permit shall not be granted for any premises situated within three hundred feet or less, as fixed by the ordinance, of a public playground, or a building used exclusively as a church or synagogue, public library, school, or full-time day care center, or correctional facility housing inmates, including but not limited to a halfway house. City of Monroe Code Section 4-24(a) also states that no alcohol permit shall be granted to and no alcoholic beverage business shall be conducted on any premises within three hundred (300) feet or less of a public playground or of a building used exclusively as a church or synagogue, public library, or school, as measured by ordinance.

Both state and local law permit an affected location to waive the distance requirements. Under La. R.S. 26:281(C)(2), a permit shall not be denied if the affected location waives opposition to the applicant's permit. Similarly, Monroe City Code Section 4-24(f) states that a "church, synagogue, or other place of worship may waive the distance requirement," and that such "waiver shall be irrevocable as long as the premises is used as a church, synagogue or other place of worship."

Pursuant to state and local law, the following entity and/or organization hereby irrevocably waives the distance requirements set forth in La. R.S. 26:281(C) and Monroe City Code Section 4-24(a):

Name of Organization/Entity: First Christian Church
Type of Organization/Entity: House of Worship
Address: 7805 Desiard Street, Monroe, LA 71203

This waiver and non-opposition is given this 19th day of March, 2024 and shall be immediately effective.

First Christian Church
Name of Entity
Member/Authorized Representative
Member/Authorized Representative
John L. Foster
Title / Position
Printed Name

John L. Foster
Signature of Authorized Representative
03/19/24 10:15 PM CDT
VSGW-WEAW-8JF-18UL

Google Maps 7805 Desiard Street



Monroe, Louisiana

Google Street View

Dec 2023 See more dates



Image capture: Dec 2023 © 2024 Google

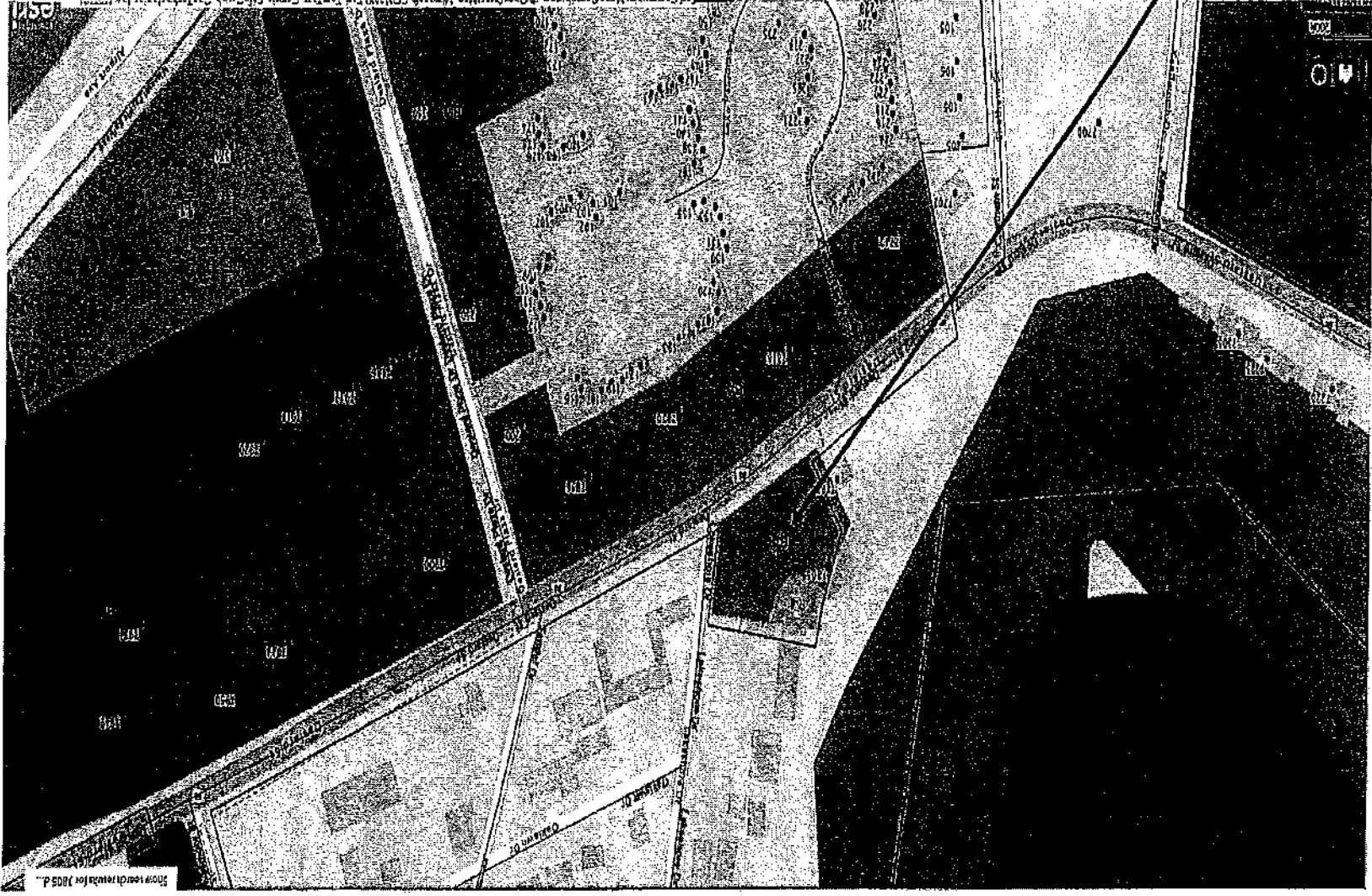
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7805 Desiard Street - Google Maps

Google Maps 7805 Desiard Street



Imagery ©2024 Google, Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 50 ft



7805 Desiard Street

B-3 (General Business/Commercial) District

P 5081 for 7805 D.

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF THE PROPERTY DESCRIBED BELOW AND SELL TO LONNIE HUDSON, ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO THE LOT 20, SQUARE 2, BLANKS ADDITION, OUACHITA PARISH, 824 MARX ST., DISTRICT 5, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 22, 2018, AND FURTHER WITH RESPECT THERETO

WHEREAS the property described as follows, to-wit:

**Lot 20, Square 2, Blanks Addition
824 Marx St.
Ouachita Parish, Monroe, Louisiana
District 5
Parcel #44746**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 22, 2018, in Conveyance Book 2251 at page 7 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2017 Ad Valorem Taxes forming the basis for the described adjudication was validly assessed by the City of Monroe against Edna M. Benton;

WHEREAS, the City of Monroe made contact with Edna M. Benton, after sending notice by registered mail and publication in the News Star, who did not timely redeem the property;

WHEREAS, Lonnie Hudson wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1, *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other cost associated with the transfer of the property by the City of Monroe to the named individual; and

WHEREAS, Lonnie Hudson has paid One Thousand Two Hundred Twenty-One and 42/100 (\$1,221.42), which includes Five Hundred Nineteen and 42/100 (\$519.42) in City and Parish taxes, the remainder being legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe contacted Edna Benton who did not timely redeem the property; the City of Monroe desires to sell to Lonnie Hudson the property described as follows:

**Lot 20, Square 2, Blanks Addition
824 Marx St.
Ouachita Parish, Monroe, Louisiana
District 5
Parcel #44746**

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

ORDINANCE INTRODUCED on the ____ day of April 2024.

NOTICE PUBLISHED on the ____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE REVOKING A PORTION OF GRAMMONT STREET FROM SOUTH STANLEY AVENUE TO ITS DEAD END AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Choice Brands, Inc. has requested the revocation of Grammont Street from South Stanley Avenue to its' dead end at the drainage canal;

WHEREAS, as shown on the attached plat, this section of Grammont Street is an improved street that is approximately 60' wide by 201.11' to 244.89' long;

WHEREAS, Choice Brands, Inc. owns the property on side of this section of Grammont Street and the City of Monroe owns the other side;

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

WHEREAS, the City of Monroe Planning Commission has recommended that this request be approved, with a 4-0-1 vote, at their April 1, 2024 meeting.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the approximately 60' wide by 201.11' to 244.89' long section of Grammont Street from South Stanley Avenue to its' dead end, as shown on the attached plat, is hereby revoked in accordance with the terms herein.

This Ordinance was introduced on the _____ day of April 2024.

Notice published on the _____ day of _____, 2024.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on _____ day of _____ 2024.

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO



CITY OF MONROE

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

April 1, 2024

City Hall

Monroe, Louisiana

RE: REV 100-24

**APPLICANT: S. E. Huey Company/Choice Brands
Distribution**

MOTIONED BY: Mr. Charles Scott

SECONDED BY: Rev. Jegitra Thomas

I move that the Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area is sufficient to justify the above request for the Revocation of a 60' wide by 201.11 to 244.89' long, more or less, portion of Grammont Street, located southwest of South Stanley Avenue to its dead end at the drainage canal. The property is located north of White Street, south of South Stanley Avenue and east of Powell Avenue; and further providing with respect thereto. The commission recommends this application be approved.

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

**City of Monroe
Planning Commission**

CASE NO: REV 100-24
NAME OF APPLICANT: S.E. Huey Company/Choice Brands Distribution Center
ADDRESS OF PROPERTY: Revocation of a portion of Grammont Street (located southwest of S. Stanley Avenue to its' dead end at the drainage canal)
COUNCIL DISTRICT: 3

REQUEST: This is a request to revoke a portion of Grammont Street, located southwest of South Stanley Avenue to its' dead end at the drainage canal.

PURPOSE OF REQUEST: To revoke a portion of Grammont Street

SIZE OF PROPERTY: 60' x 201.11' to 244.89' long street (right-of-way) (0.307 acres to be revoked)

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

PRESENT USE: Public right-of-way

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

SURROUNDING LAND USES: The surrounding land use consists of Choice Brands Distribution Center, the Warhawks Water Tower along with a couple of vacant warehouse buildings.

ADVERSE INFLUENCES:

POSITIVE INFLUENCES:

**COMMENTS/
RECOMMENDATIONS:** The applicant is requesting to revoke a portion of Grammont Street, located between north of White Street, south of South Stanley Avenue and east of Powell Avenue. Choice Brands is embarking on a multi-million-dollar headquarters expansion. This project will expand their warehouse space and exterior hardstand significantly. The revocation of the westernmost portion of Grammont Street and

REV 100-24 (Grammont Street)
S.E. Huey/Choice Brands

subsequent purchase of the city's half of the right-of-way would all for additional truck maneuverability on their property.

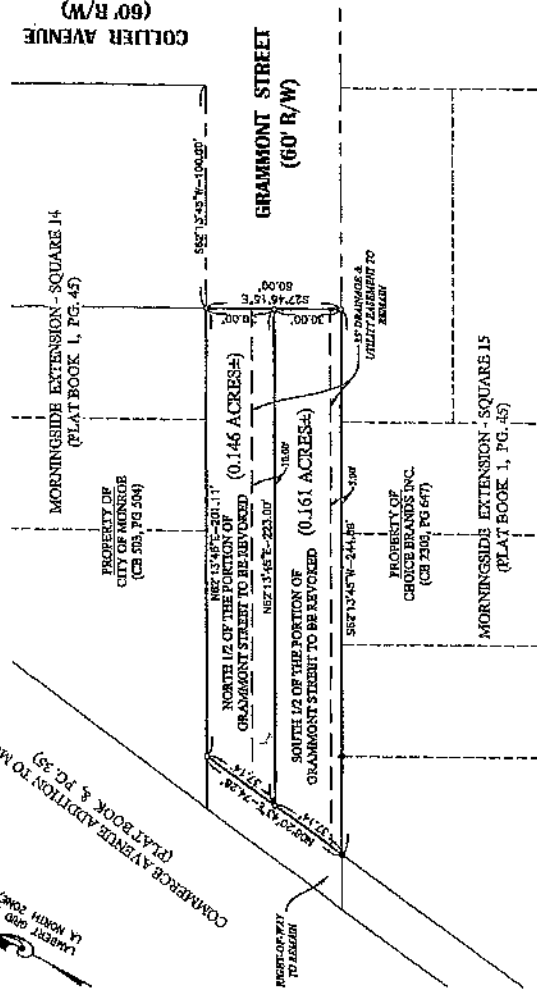
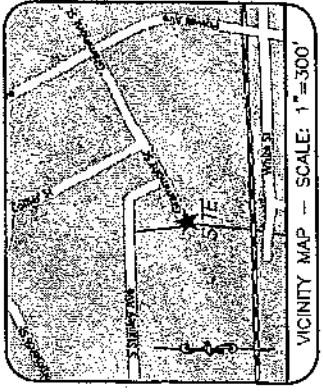
Traffic in this area is minimal, since Grammont Street is a dead-end street, and a portion of South Stanley Avenue (around the Warhawk Water Tower) is blocked off. The closure was due to previous vehicular impacts to the water tower.

Utility reviews have been sent to corresponding agencies, should easements need to be retained within this right-of-way.

OPTIONS:

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

LAND DISTRICT NORTH OF RED RIVER
SECTION 42, T18N-R4E OF THE LOUISIANA PRINCIPAL MERIDIAN
OUACHITA PARISH, LOUISIANA



APPROVED & ACCEPTED
MONROE, LOUISIANA

CITY ENGINEER
CITY OF MONROE

DATE

MONROE PLANNING
COMMISSION CHAIRMAN

DATE

CERTIFICATION

This is to certify that the survey depicted herein is in accordance with the applicable standards of practice as stipulated in Chapter 29 of Title 44, State of Louisiana Professional & Occupational Standards, Part LXI, Professional Engineers and Surveyors, Subpart 1, based on a current CLASS "B" survey classification.

PRELIMINARY
JACOB B. KORN, PLS No. 5761



VICINITY MAP -- SCALE: 1"=300'

- 1) LEGEND:
- - POINTS FROM MONROE AIRPORT OVERPASSWAY
 - - SET 27-2801-600
 - - INTERSECTION LINES
 - - ROAD CENTERLINE

- 2) REFERENCED PLAT OF RECORD:
1. MORNINGSIDE EXTENSION - SQUARE 14, PLAT BOOK 1, PG. 45
 2. MORNINGSIDE EXTENSION - SQUARE 15, PLAT BOOK 1, PG. 45
 3. CHOICE BRANDS INC., CB 2101, PG. 647



CITY OF MONROE

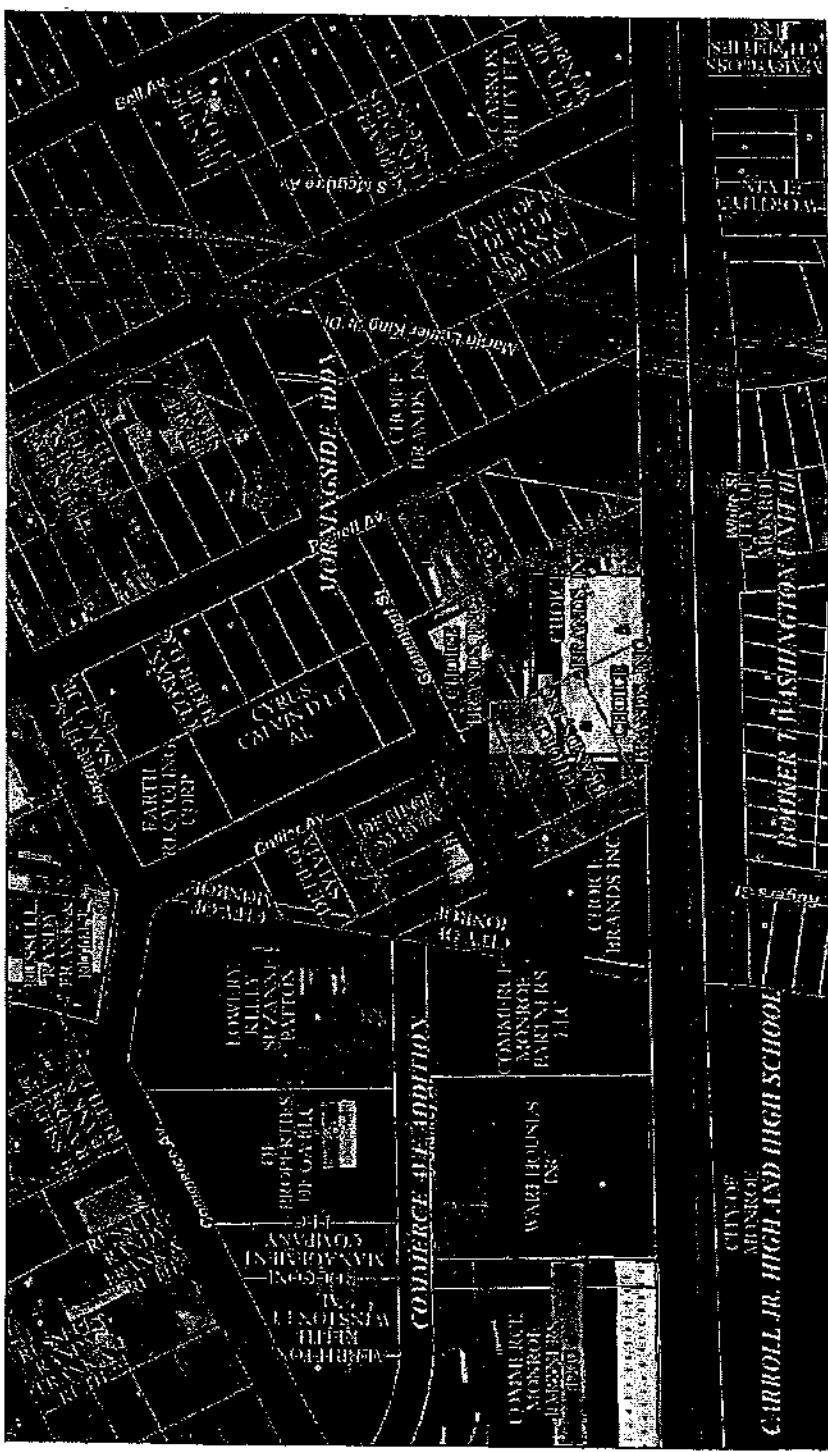
PLAT OF SURVEY
PORTION OF GRAMMONT STREET
TO BE REVOKED

SECTION 42, T18N-R4E, QUACHITA PARISH, LA

S. E. Hiley Co.
Engineering - Surveying

1111 K. Tower - MONROE, LA 70002
PHONE NO. 285-1111
FACSIMILE NO. 285-1111
TELETYPE NO. 285-1111
MAILING NO. 2355337-2

Ouachita Parish
Assessor's Office
Stephanie Smith, Assessor



Date Created: 2/23/2024
Created By: actDataScout

1 Inch = 203 Feet

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

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ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF MONROE AND PILOTS FOR PATIENTS AT THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe is the owner of certain land located at the Monroe Regional Airport, which was previously leased to CenturyTel Service Group, LLC d/b/a Lumen (Ord. No. 11,188);

WHEREAS, the Lumen lease terminated, and to the extent not already owned by the City of Monroe, title to all buildings and improvements, including an office building and hangar(s), vested in the City of Monroe;

WHEREAS, the City of Monroe solicited proposals for lease of these facilities, and Pilots for Patients submitted a proposal to lease the office building and surrounding lot (~31,0512.14 sq. ft.) for use as its administrative offices;

WHEREAS, Pilots for Patients is a non-profit organization currently based at the Monroe Regional Airport, which serves our community and the region by providing free air transportation to patients needing diagnosis and treatment at medical facilities not available to them locally;

WHEREAS, La. R.S. 33:4712 permits a municipality to lease property that is no longer necessary for public use, and La. R.S. 2:135.1 permits a municipality to lease airport facilities upon certain terms and conditions;

WHEREAS, the City of Monroe has determined that the proposal submitted by Pilots for Patients is responsive, is fair and reasonable, and will provide significant value to the Monroe Regional Airport;

WHEREAS, the City does not have its own plans for use or development of the subject property, the property is not currently needed for any public purpose, and the City does not believe that the property will be needed for a public purpose during the term of the lease;

WHEREAS, the City deems the terms of the lease to be in the best interest of the City and that the rentals paid by Pilots for Patient under the lease are commensurate with the value of the property; and

WHEREAS, the "Facility Lease Agreement between the City of Monroe, Louisiana and Pilots for Patients" is attached hereto and made part hereof.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered for and on behalf of the City of Monroe, Louisiana, to enter and execute said Facility Lease Agreement between the City of Monroe, Louisiana and Pilots for Patients; and

BE IT FURTHER ORDAINED that the subject property is declared no longer necessary for public use, that the terms and conditions of said lease are fair and reasonable, and that the terms and conditions of the proposed lease are in the best interest of the City.

This Ordinance was introduced on March _____, 2024.

Notice published on March _____, 2024.

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 _____, 2024.

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CHAIRPERSON

FACILITY LEASE AGREEMENT

between

THE CITY OF MONROE, LOUISIANA

and

PILOTS FOR PATIENTS

dated as of

_____ , 2024

TABLE OF CONTENTS

Page No.

ARTICLE I LEASE OF LEASED PREMISES; TERM.....1

Section 1.1 Lease of Leased Premises.....1

Section 1.2 Lease Term.....1

Section 1.3 Holding Over; Rights at Expiration.....2

Section 1.4 Inspection of Leased Premises.....3

Section 1.5 Ownership of Leased Premises.....3

ARTICLE II RENTAL; SECURITY DEPOSIT.....3

Section 2.1 Rent.....3

Section 2.2 Late Charge.....4

Section 2.3 Time and Place of Payments.....4

Section 2.4 Delinquent Rent.....4

Section 2.5 Security Deposit.....4

ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES.....4

Section 3.1 Condition of Leased Premises.....4

Section 3.2 Alterations.....4

Section 3.3 Access.....5

Section 3.4 Use of Leased Premises and Compliance with all Laws and Regulations.....6

Section 3.5 No Unauthorized Use.....7

Section 3.6 Permits and Licenses.....7

Section 3.7 Payment of Taxes.....7

Section 3.8 No Liens.....8

ARTICLE IV REPRESENTATIONS AND WARRANTIES.....8

Section 4.1 Representations by City.....8

Section 4.2 Representations by the Lessee.....8

ARTICLE V OBLIGATIONS OF LESSEE.....8

Section 5.1 Plans and Specifications.....8

Section 5.2 Operations and Maintenance.....8

Section 5.3 Utilities.....9

Section 5.4 Open Flames.....9

Section 5.5 Signs.....9

Section 5.6 Security.....9

Section 5.7 Obstruction Lights.....10

Section 5.8 Environmental Laws.....10

Section 5.9 Obligations upon Termination and Authorized Transfers.....11

Section 5.10 Trash, Garbage and Other Refuse.....12

ARTICLE VI INDEMNIFICATION AND INSURANCE	13
Section 6.1 <u>Insurance</u>	13
Section 6.2 <u>Lessee's Indemnification and Duty to Pay Damages</u>	14
ARTICLE VII DEFAULT AND REMEDIES	15
Section 7.1 <u>Lessee's Default</u>	15
Section 7.2 <u>Default by City</u>	16
Section 7.3 <u>Remedies for Failure to Pay Rent</u>	16
Section 7.4 <u>Remedies for Breach of Agreement</u>	16
Section 7.5 <u>Survival</u>	16
ARTICLE VIII ASSIGNMENT AND SUBLEASING	16
Section 8.1 <u>Assignment by Lessee</u>	16
Section 8.2 <u>Subleasing by Lessee</u>	17
Section 8.3 <u>Assignment by City</u>	17
Section 8.4 <u>Encumbrances</u>	17
ARTICLE IX EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES	17
Section 9.1 <u>Damage to, Destruction or Condemnation of the Airport</u>	17
Section 9.2 <u>Damage or Destruction of Leased Premises</u>	17
Section 9.3 <u>Untenantable Conditions</u>	17
ARTICLE X MISCELLANEOUS PROVISIONS	18
Section 10.1 <u>Waiver of Exemption</u>	18
Section 10.2 <u>Addresses</u>	18
Section 10.3 <u>No Waiver</u>	18
Section 10.4 <u>Lessee's Subordination</u>	19
Section 10.5 <u>Additional Charges as Rent</u>	19
Section 10.6 <u>Rights Reserved to City</u>	19
Section 10.7 <u>Quiet Enjoyment</u>	19
Section 10.1 <u>Subordination to Grant Assurances</u>	19
Section 10.2 <u>Non-Interference With Operation of the Airport</u>	20
Section 10.3 <u>Emergency Closures</u>	20
Section 10.4 <u>Interpretation</u>	20
Section 10.5 <u>Force Majeure</u>	21
Section 10.6 <u>Governing Law and Venue</u>	21
Section 10.7 <u>Amendments and Waivers</u>	21
Section 10.8 <u>Severability</u>	21
Section 10.9 <u>Merger</u>	21
Section 10.10 <u>Relationship of Parties</u>	21
Section 10.11 <u>Further Assurances</u>	22
Section 10.12 <u>Governmental Immunity and Limitations on Liability</u>	22
Section 10.13 <u>Attorney's Fees and Costs</u>	22

Section 10.14 Right of Flight.....22
Section 10.15 Federal Right to Reclaim22
Section 10.16 Required Federal Clauses22

FACILITY LEASE AGREEMENT

THIS FACILITY LEASE AGREEMENT (this "Agreement") effective as of this day of , 20 , ("Commencement Date") by and between the **CITY OF MONROE, LOUISIANA**, a body politic under the laws of the State of Louisiana (the "City"), and **PILOTS FOR PATIENTS**, a Louisiana non-profit corporation, (the "Lessee") and, together with City, the "Parties" and each a "Party").

RECITALS

WHEREAS, the City is the owner and operator of the Monroe Regional Airport in Monroe, Louisiana (the "Airport");

WHEREAS, the City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, City owns that certain real property located within the Airport legally described on **Exhibit A** attached and located at 5518 Operations Road, Monroe, LA, 71201, which consists of an approximately 0.713 acre lot and 4,930 square feet building ("Leased Premises");

WHEREAS, City desires to lease the Leased Premises to Lessee for non-commercial aeronautical purposes beneficial to the City, the aviation community, and the general public, including housing the administration of Pilots for Patients, using the space to coordinate patient transportation, and increasing the operational capacity of the organization.

WHEREAS, the Parties hereto wish to memorialize their agreement and agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

ARTICLE I LEASE OF LEASED PREMISES; TERM

Section 1.1 Lease of Leased Premises.

A. City hereby leases to Lessee, and Lessee hereby rents from City for its exclusive use the Leased Premises, all herein described rights incident thereto, for and during the Lease Term and upon and subject to the terms, provisions and conditions herein set forth.

Section 1.2 Lease Term.

A. The "Initial Term" shall begin on the Commencement Date and shall terminate at midnight on the last day of the month that is ten (15) years from the Commencement Date, unless terminated sooner in accordance with this Agreement.

B. Provided the Agreement is then in effect and an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this Article, Lessee shall have the right to extend this Agreement for an additional ten (10) years (hereinafter referred to as "Extended Term"). Lessee's right to exercise the aforementioned Extension Option(s) shall be subject to the following conditions:

(a) In order to exercise an Extension Option, Lessee must give City written notice of its intent to exercise such Extension Option, not more than three hundred and sixty-five (365) nor less than one hundred eighty (180) calendar days prior to the end of the Initial Term;

(b) Upon exercise of the Extension Option for any Extended Term, the word "Term," as defined in this Agreement, shall also mean the period defined by the applicable Extended Term;

(c) During any Extended Term, if applicable, all provisions of this Agreement shall remain in full force and effect;

(d) Lessee shall expend no less than FIFTY THOUSAND AND XX/100 (\$50,000.00) DOLLARS in new constructions, improvements, upgrades, additions, or renovations to the Facility. Receipts detailing and verifying the costs of the new constructions, improvements, upgrades, additions or renovations shall be provided to the City at the time the Extension Option is exercised.

C. "Lease Year" when used in this Agreement means the twelve (12) month period beginning upon the Commencement Date and each consecutive twelve (12) month period thereafter beginning on the first day of the month immediately following the Commencement Date, unless the Commencement Date was the first day of the month, until the expiration or termination of this Agreement.

Section 1.3 Holding Over; Rights at Expiration.

A. If Lessee retains all or any portion of the Leased Premises after the termination of the Lease Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to City as liquidated damages, and not as a penalty, One Hundred Twenty Five Percent (125%) of the amount otherwise payable hereunder (at the level applicable for the immediately preceding Lease Year) that would have been due during the period of time Lessee remains in possession of the Leased Premises if this Agreement had not terminated. All provisions of this Agreement shall remain in full force and effect during such holdover period.

B. Upon the expiration of the Lease Term, any hangars, buildings, or other improvements on the Leased Premises, including any improvements made to the Leased Premises by Lessee, shall immediately become property of the City. Lessee agrees that neither it nor any heir successor or assign of the Lessee will pursue or file any claim against the City claiming compensation for the cost of any improvements under a theory of condemnation inverse or otherwise or for any taking and does further release the City from any such claim, presently or in

the future. The rest of this Section 1.3 notwithstanding, the City shall have the option to require Lessee to remove any improvements made by Lessee to the Leased Premises during the Lease Term, at Lessee's own expense and cost, and without any costs or expenses to the City, so long as the City provides written notice to Lessee within thirty (30) days of termination/cancellation of this Agreement. If the City exercises such option and Lessee fails to remove such improvements as provided herein, the City may remove said improvements, and the cost incurred by the City for the removal shall be the responsibility of the Lessee who shall reimburse the City for all such costs incurred. In all cases, the Leased Premises will be delivered to City in as good as condition as when this Agreement began, reasonable wear and tear and matters covered by insurance excepted.

C. As set forth elsewhere herein, upon termination or expiration of this Lease, Lessee shall have no rights with respect to any improvements made to the Leased Premises during the Lease Term and remaining on the Leased Premises after such termination or expiration.

Section 1.4 Inspection of Leased Premises. City, through its duly authorized agents, shall have at any reasonable time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Agreement; provided, however, that except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not interfere with Lessee's construction or operations. Lessee agrees to provide any documents that may be requested by City to determine compliance with this Agreement within thirty (30) days of such request.

Section 1.5 Ownership of Leased Premises. City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of City during the entire term of this Agreement and thereafter.

ARTICLE II RENTAL; SECURITY DEPOSIT

Section 2.1 Rent. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to City the following rental amounts (the "Rent").

Beginning on the Commencement Date, Lessee shall pay to City Rent at the rate of **\$1.04** per square foot per year on **31,052.14** square feet within the Leased Premises, including the land and building, for the total sum of **\$32,400.00**, payable in equal monthly installments of **\$2,700.00**.

Commencing on the first month of the fifth (5th) Lease Year, and each five-year period thereafter, the Rent shall be adjusted to reflect cost of living increases based on the Consumer Price Index-Urban ("Index"). For purposes of calculating the Rent, the first (1st) Lease Year beginning on the Commencement Date shall be referred to as the "Base Year." At such time as the calculation is being made the monthly index figure for the third (3rd) calendar month immediately preceding the end of the applicable adjustment date ("Adjusted Index") shall be used. The monthly Index figure for the calendar month immediately preceding the date of the Lease shall be referred to as the "Base Index." For each period, the adjusted fixed rent shall be computed by multiplying Base Year fixed rent by a fraction, the numerator of which shall be the Adjusted Index, and the

denominator of which shall be the Base Index. Stated as a mathematical formula, the adjusted rent shall be computed as follows:

$$\text{Adjusted rent} = \frac{\text{Adjusted Index} \times \text{Rent for Base Year}}{\text{Base Index}}$$

In no event shall the Rent in effect be decreased as a result of such adjustment. The Rent rates following the adjustment shall remain in effect until the next adjustment.

All subsequent rental payment will be due in advance on the first of each calendar month thereafter. City will mail a courtesy statement on or about the first of each month. Failure to receive the statement in a timely manner does not absolve Lessee from making rental payment on the first of each month.

Section 2.2 Late Charge. There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing. Any rental payment not received within thirty (30) days of its due date shall carry an additional charge of one and one-half percent (1.5%) as a late penalty fee.

Section 2.3 Time and Place of Payments. The Rent, as well as all other charges hereunder, shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the Lease Term at City's principal place of business at the address set forth in Section 9.3.

Section 2.4 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Lessee hereunder shall not be paid by Lessee on the due date thereof, Lessee shall pay to City as additional Rent, an interest charge of one and one-half percent (1.5%) of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

Section 2.5 Security Deposit. Lessee shall deposit with City upon the execution of this Agreement a sum equal to the first and last month's Rent as a security deposit in the amount of **\$5,400.00.**

ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES

Section 3.1 Condition of Leased Premises. Lessee accepts the Leased Premises in their present "as is" condition. Lessee releases City and holds it and its officers, directors, employees and agents harmless for any claims arising out of any condition of the Leased Premises.

Section 3.2 Alterations.

A. Lessee shall make no alterations to the Leased Premises unless a written request has been made by Lessee and such request has been approved, in writing, by City.

B. If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

(a) Lessee shall apply for, obtain and comply with all required permits and licenses necessary and comply with Applicable Laws as well as any restrictions or conditions imposed by City with respect to such improvements;

(b) Prior to any construction within the Leased Premises, all contractors and subcontractors to perform work must be approved by City; and

(c) In addition to compliance with any restrictions or conditions, Lessee agrees to pay all costs and expenses necessary to design and construct City-approved alterations or improvements, and to maintain at its expense the Leased Premises and any improvements, equipment, or displays within the Leased Premises in a good state of repair and preservation.

C. The cost of leasehold improvements, fixtures, and equipment shall be borne by Lessee, unless the City agrees in writing to pay any such costs. Upon completion of any leasehold improvements, Lessee shall furnish City with a certified statement of all approved improvement costs and that said costs have been satisfactorily paid in full, and that there are no liens or unpaid contractors or subcontracts relating to the improvements. Lessee shall deliver to City "as built" plans for all alterations, additions and improvements made by Lessee within thirty (30) days after completion of the same.

D. Any personal property of Lessee or of others placed in the Leased Premises shall be at the sole risk of Lessee or the owners thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from City for such damage, destruction or loss. All personal property of Lessee which can be removed by Lessee without material damage to the Leased Premises shall remain the personal property of Lessee and may be removed by Lessee at any time during and at the end of the Lease Term. Lessee shall, in removing any such property, repair all damage to the Leased Premises caused by such removal.

Section 3.3 Access. City agrees that if Lessee is not in breach of this Agreement, Lessee and Lessee's employees, officers, directors, sublessees (that are approved by City pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Lessee's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by City, for the purposes for which they were designed, and as permitted by applicable Laws and Regulations as defined in Section 3.4) on a non-exclusive basis and to the extent reasonably necessary for Lessee's use, occupancy, and operations at the Leased Premises and the Authorized Use. Lessee agrees to comply with the City's Ground Vehicle Driver Training Program ("Driver Training Program"). Lessee further agrees to ensure that Lessee's Associates shall comply with the Driver Training Program. During special events at the Airport, Lessee acknowledges that the standard operation procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by City. City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises. Lessee's failure to comply with the altered procedure is a default of this Agreement, and City may proceed to terminate this Agreement.

Section 3.4 Use of Leased Premises and Compliance with all Laws and Regulations.

A. As more specifically set forth in this Section 3.4, Lessee shall use the Leased Premises as office space for its non-profit corporation, which may include housing the administration of Pilots for Patients, conducting Pilots for Patients' day to administration and organizational affairs, using the space to coordinate and facilitate patient transportation, and increasing the operational capacity of the organization ("Authorized Use").

B. Lessee shall not utilize the Leased Premises for any publicly accessible commercial purposes. Lessee may not park or store any vehicles including motorcycles, recreational vehicles, boats, trailers, or any personal items within the Leased Premises except while actively using the Leased Premises. Lessee shall promptly remove any noncompliant personal property from the Leased Premises upon written notice from the Airport Manager.

C. Aircraft maintenance is not permitted in the Leased Premises.

D. Lessee and Lessee's Associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Lessee's non-profit corporation and Lessee's use, occupancy, or operations at the Leased Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, the Airport Rules and Regulations, master plans and zoning codes, and all Environmental Laws; any and all plans and programs developed in compliance with such requirements (including, but not limited to, any Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements.

E. As used in this Agreement, the term "Environmental Laws" means all Federal, State of Louisiana and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

F. As used in this Agreement, the term "Hazardous Materials" shall mean (1) any substance the presence of which requires or subsequently require notification, investigation or remediation under any Environmental Law; or (2) any substance that is or becomes defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law, including, without limitation, CERCLA, RCRA, and the associated regulations; or (3) any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; or (4) any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or (5) any substance that contains polychlorinated biphenyls ("PCBs"), per- and polyfluoroalkyl substances (PFAS), asbestos or urea formaldehyde foam insulation; or (6) any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.

G. Lessee shall provide all required notices under the Laws and Regulations. Upon a written request by City, Lessee will verify, within a reasonable time frame, compliance with any Laws and Regulations.

Section 3.5 No Unauthorized Use. Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; non-aeronautical uses that impede the aeronautical utility of the Leased Premises or the Improvements; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by City; any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by City in its sole discretion); and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise. Lessee is strictly prohibited from the sale and storage of aviation fuel from/on the Leased Premises or maintaining above or below ground storage tanks.

Section 3.6 Permits and Licenses. Lessee shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Lessee's use, occupancy, or operations at the Leased Premises or the Airport. Those permits and licenses include, but are not limited to, (i) all contractors doing work on the Leased Premises must be have a current business license from City of Monroe and an appropriate license from the State of Louisiana, (ii) prior to commencement of any Improvements, Lessee must obtain all necessary permits from the City or any other government entity with jurisdiction, and a copy of the permits must be furnished to the Airport Manager, or any successor or successors to the duties of such official Airport Manager (the "Airport Manager"). In the event that Lessee receives notice from any governmental entity that Lessee lacks, or is in violation of, any such permit or license, Lessee shall provide City with timely written notice of the same.

Section 3.7 Payment of Taxes. Lessee shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operations at the

Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

Section 3.8 No Liens. No liens may be placed upon the City's interest in the Leased Premises. Within thirty (30) days, Lessee shall pay all lawful claims made against City and discharge all liens filed or which exist against the Leased Premises or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Lessee its contractors, subcontractors or materialmen. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Lessee or City. City shall give timely notice to Lessee of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary). Furthermore, when completed, the Improvements on the Leased Premises shall be free from all construction liens.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations by City. City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of City.

Section 4.2 Representations by the Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

ARTICLE V OBLIGATIONS OF LESSEE

Section 5.1 Plans and Specifications. With respect to any improvements which may be approved by the City, Lessee shall select qualified architects and engineers to prepare, prior to construction or on a phased basis during construction, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the improvements in the form and content required by the appropriate local planning and zoning authorities and pursuant to all applicable Laws and Regulations and this Agreement, which shall be approved in writing by City (collectively, the "Plans and Specifications").

Section 5.2 Operations and Maintenance. Lessee shall maintain the Leased Premises and all Improvements in a condition that is clean, free of debris, safe, sanitary, and in good repair

and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. Lessee shall promptly remedy any condition that fails to meet this standard. Lessee agrees to provide at its own expense such janitorial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the Leased Premises. Lessee shall be solely responsible for regular maintenance and upkeep of the Leased Premises, including but not limited to replacement of consumable materials (e.g., light bulbs, paper products in restrooms, etc.), ensuring all doors and windows are in good and operable condition, repair and upkeep of plumbing and electrical systems, pavement repair and maintenance, landscaping and grass cutting (if applicable), and snow/ice removal in and around the Leased Premises. The City's maintenance obligations shall be strictly limited to the roof, foundation, and major systems (e.g., HVAC) repair and/or replacement. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Hazardous Materials shall be governed by Section 5.8.

Section 5.3 Utilities. Lessee shall pay for telephone, gas, light bulbs, electricity, water, sewer, and garbage and trash removal used by Lessee and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by their use of the Leased Premises. Any repairs of the utility lines other than those which are not the responsibility of the utility service are the responsibility of Lessee. If utilities are billed to a common meter, Lessee shall pay to City the pro-rated amount based on square footage leased.

Section 5.4 Open Flames. Lessee shall not cause, create, or allow any open flames include fires, patio or flame torches, grilling or any other activity which may use or cause an open flame on the Leased Premises.

Section 5.5 Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises unless otherwise agreed to in writing by City. Upon the expiration or termination of the Lease, Lessee shall remove, obliterate or paint out, as City may direct, at its sole discretion, any and all signs and advertising on the Leased Premises and, in connection therewith, shall restore the portion of the Leased Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of Lessee to remove, obliterate or paint out each and every sign or advertising and to so restore the Premises, City may perform the necessary work and Lessee shall pay these costs plus a 25% administrative fee to City.

Section 5.6 Security. Lessee is responsible to comply (at Lessee's sole cost) with all security measures that City, the United States Transportation Security Administration, the United States Department of Homeland Security ("Homeland Security"), FAA, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Lessee's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Lessee or Lessee's Associates. Lessee shall ensure that Lessee's Associates do not access the movement area of the Airport without the proper credentials, training, and/or authorization from the City, and Lessee shall ensure that no unauthorized access to the movement areas occurs from its Leased Premises. Lessee agrees that Airport access credentials are the

property of City and may be suspended or revoked by City for security-related reasons in its sole discretion at any time. Lessee shall pay all fees associated with such credentials, and Lessee shall immediately report to the Airport Director any lost credentials or credentials that Lessee removes from any employee or any of Lessee's Associates. Lessee shall protect and preserve security at the Airport. Lessee acknowledges that FAA, Homeland Security, or a subdivision of either may enact laws or regulations regarding security at general aviation airports such that City may not be able to comply fully with its obligations under this Agreement, and Lessee agrees that City will not be liable for any damages to Lessee or Lessee's personal property that may result from said noncompliance. If the City is held liable for any violation of Homeland Security or FAA security regulations due in whole or in part to the acts or omission of Lessee, shall reimburse the City for the full amount of any penalty paid by the City.

Section 5.7 Obstruction Lights. Lessee shall not disturb obstruction lights on any structure on the Leased Premises if required by City or FAA regulations.

Section 5.8 Environmental Laws.

A. Environmental Representations. Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to City, upon which City expressly relies that:

(a) Lessee will comply, and cause all Lessee Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and any Airport facilities and property. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.

(b) Lessee is knowledgeable of any and all Environmental Laws without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises and the Airport. Lessee agrees to keep informed of future changes in Environmental Laws.

(c) Lessee agrees to comply with all Environmental Laws applicable to its operations on the Leased Premises and accepts full responsibility and liability for such compliance.

(d) Lessee, and all Lessee Associates, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises; and such training complies with any and all Applicable Laws.

(e) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out the Authorized Use and operation of the Airport and that all such Hazardous Materials will be stored, used and disposed of in accordance with Applicable Law.

- (f) Lessee shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.
- (g) Lessee agrees to cooperate with any investigation, audit or inquiry by City or any governmental authority regarding possible violation of any Environmental Law.
- B. Generator of Hazardous Waste. If Lessee is deemed to be a generator of hazardous waste, as defined by Applicable Law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.
- C. Inventory List. Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Leased Premises by City officials and also by Fire Department officials or regulatory personnel having jurisdiction over the Leased Premises, for implementation of proper storage, handling and disposal procedures.
- D. Notification and Copies. Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to City or such other agencies as required by Applicable Law. Lessee shall provide the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number to City in case of any spill, leak or other emergency situation involving Hazardous Materials at the Leased Premises. Lessee agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.
- E. Violations. If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises, and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City. City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises. Lessee shall supply such information as is reasonably requested by the City. If Lessee receives a Notice of Violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to City within three (3) days of receipt by Lessee or Lessee's agent.

Section 5.9 Obligations upon Termination and Authorized Transfers.

- A. Upon any expiration or termination of this Agreement or any change in possession of the Leased Premises authorized by City, Lessee shall demonstrate to City's reasonable satisfaction that Lessee has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis

and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. If the site is contaminated during Lessee's possession, Lessee shall bear all costs and responsibility for the required clean up, and shall hold City harmless therefrom.

B. In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials into the environment caused by Lessee or any of Lessee's Associates at the Leased Premises or any Airport facility or property, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or the violation of any Environmental Laws due to Lessee's or any Lessee Party's management, control, authorization, handling, possession, or use of Hazardous Materials at the Airport; (ii) any breach by Lessee of any of its warranties, representations, or covenants in Articles 15 or 16; (iii) Lessee's remediation or failure to remediate Hazardous Materials as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting Airport or any part thereof, except that, in the event that City recovers funds from insurance carriers in connection with claims associated with (i), (ii), or (iii) above, City may not recover the same funds from Lessee. Notwithstanding the foregoing, the Lessee shall have no indemnification obligation under this Section 16.2 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation arising from or attributable to any release of Hazardous Materials in, on or under the Leased Premises prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by the Lessee or any Lessee Associate or invitee, or otherwise if Lessee's use, operation or occupancy of the Leased Premises fails to comply with Environmental Laws.

C. To the extent any environmental condition occurs on the Leased Premises during the Term, Lessee shall promptly take such action as is required by applicable Environmental Laws to clean up and remediate the Leased Premises at its own expense in accordance with Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary in compliance with applicable Environmental Laws; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable, after commercially reasonable efforts, to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

D. Notwithstanding anything to the contrary, the obligations of this Section 5.9 shall survive any termination or expiration of this Agreement.

Section 5.10 Trash, Garbage and Other Refuse. Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport all trash, garbage, and other refuse caused as a result of its operation on the Leased

Premises. Lessee is responsible for arranging for disposal and payment of such services. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

ARTICLE VI INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Lessee shall provide, pay for, and maintain insurance as set forth at **Exhibit B**.

A. All insurance shall be from nationally recognized companies rated no lower than A-VIII by A.M. Best Company (or shall be rated in a similar category by another company approved by the City) authorized to do business in the State of Louisiana. All liability insurance policies of Lessee required herein shall provide a severability of interest provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached.

B. All certificates shall provide that thirty (30) days' prior written notice, by registered or certified mail, return receipt requested, shall be given City of any cancellation, intent not to renew, reduction in the policies' coverages, or other material alteration. In the event of a reduction in any aggregate limit, Lessee shall take immediate steps to have it reinstated. If at any time City requests a written statement from the insurance company as to any impairments to the aggregate limit of insurance, Lessee shall promptly deliver such statement to City. Lessee shall make up any impairment when known to it. Lessee authorizes City to confirm all information, as to compliance with the insurance requirements herein, with Lessee's insurance agents, brokers, and insurance carriers. All insurance coverages of Lessee shall be primary as regards any insurance or self-insurance program carried by City.

C. The acceptance of delivery by City of any certificate of insurance or Memorandum of Insurance evidencing Lessee's insurance coverages and limits does not constitute approval or agreement by City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein. The certificates of insurance, or other evidence, must be filed with and approved by City prior to any activity being performed on the Leased Premises by Lessee. Lessee shall, before commencement of any work on the Premises, furnish City evidence that the contractor(s) is covered by insurance and with limits to the reasonable satisfaction of City. During any construction of improvements or alterations undertaken on the Leased Premises, Lessee or its contract shall carry builders' risk insurance and other coverages as reasonably required by the City.

D. The insurance coverages and limits required of Lessee are designed to meet the minimum requirements of City. They are not designed as a recommended insurance program for Lessee. Lessee alone shall be responsible for the sufficiency of its own insurance program.

E. Lessee and City understand and agree that the limits of the insurance herein required may become inadequate based on Lessee's activities and industry practices or general inflation in relation to the initial policy requirements, and Lessee agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from City.

F. If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the Effective Date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

G. All of the required insurance coverages shall be issued as required by Applicable Law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

City of Monroe, Louisiana
Property Control Division
P.O. Box 123
Monroe, LA 71201

H. Renewal Certificates of Insurance shall be provided to City a minimum of thirty (30) days prior to expiration of current coverages.

I. City may terminate or suspend this Lease at any time should Lessee fail to provide or maintain the insurance coverages required in this Lease, evidenced by documentation acceptable to City.

J. The amounts and types of insurance shall conform to the minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to City.

Section 6.2 Lessee's Indemnification and Duty to Pay Damages.

A. Lessee shall hold City exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City, Lessee, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the intentional acts or omissions of City, its agents or employees.

B. City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's misuse or neglect thereof, its apparatus or appurtenances.

D. Lessee shall be responsible and liable for the conduct of Lessee Parties in and around the Leased Premises.

E. City, its agents, employees and contractors shall not be liable for, and Lessee hereby releases all claims for business interruption, damage to person or property sustained by Lessee, or any person claiming through Lessee, resulting from any fire, accident, occurrence, or condition in or upon the Leased Premises or Airport including, but not limited to, such claims for damage resulting from (i) any defect in or failure of any system, equipment, pipes, stairs, railing or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about such building or premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or Leased Premises or otherwise; (vii) the falling of any fixtures; (viii) broken glass; or (ix) the act or omission of any other person or party.

F. Lessee shall indemnify, save, hold harmless and defend the City and the other City Indemnitees from and against any liability for any claims and actions and all expenses incidental to the investigation and defense thereof, to the extent that such liability arises from or is based upon the violation of any Applicable Law by Lessee or any Lessee Party or those under its control.

G. The City shall give Lessee reasonable notice of any suit or claim for which indemnification will be sought under this Section. The City will allow Lessee or its insurer to compromise and defend the same to the extent of the interests of both Lessee and City, and reasonably cooperate with the defense or reasonable settlement of any such suit or claim.

H. This indemnification provision shall survive the expiration or termination of this Agreement for actions which occur during the term of this Agreement, whether such term expires naturally by passage of time or is terminated earlier.

ARTICLE VII DEFAULT AND REMEDIES

Section 7.1 Lessee's Default. The occurrence of any of the following events shall constitute a default by Lessee under this Agreement unless cured within thirty (30) days following written notice of such violation from City: (i) Lessee fails to timely pay any Rent; (ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Premises); (iii) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement); (iv) Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Lessee defaults in constructing any Improvements that are required to be constructed under this Agreement; or (vii) Lessee dissolves or dies. The rest of this Section 7.1 notwithstanding, and except for a default for nonpayment of Rent, the Lessee shall not be in default if the Lessee (i) provides notice to the City that its cure of an alleged violation is reasonably expected to take more than 30 days, (ii) it

commences diligent performance of such a cure within 30 days of receiving notice from the City and continues such performance without unreasonable delay, and (iii) completes such cure within 120 days of the City's notice of violation, unless the City grants prior written consent for a longer period of time.

Section 7.2 Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within forty-five (45) days after written notice by Lessee to City. If the nature of City's obligation is such that more than forty-five (45) days are reasonably required for performance or cure, City shall not be in default if City (i) provided notice to the Lessee that its cure of an alleged violation is reasonably expected to take more than 45 days, (ii) it commences performance within such 45 day period and thereafter diligently prosecutes the same to completion, and (iii) completes such cure within 150 days of the Lessee's notice of violation, unless the Lessee grants prior written consent for a longer period of time, which Lessee shall not unreasonably withhold.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, City shall have the option to:

A. Terminate this Agreement, resume possession of the Leased Premises for his own account, and recover immediately from Lessee the differences between the Rent and the fair rental value of the property for the term, reduced to present worth.

B. Resume possession and re-lease the Leased Premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of Rent comes due under this Agreement as City may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, City shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

Section 7.4 Remedies for Breach of Agreement. Subject to the notice requirements and opportunity to cure in Sections 7.1, 7.2, and 7.3 above, if either Party shall be in default of any provision of this Agreement, other than the agreement of Lessee to pay Rent, the non-defaulting Party may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Lessee. Lessee shall not assign any of its rights under this Agreement (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same, in City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by City. Regardless of City's consent,

Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void *ab initio*. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified.

Section 8.2 Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written permission from the City, which may be granted or withheld in the City's sole discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement.

Section 8.3 Assignment by City. City shall have the right, in City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 8.4 Encumbrances. Lessee shall not encumber or permit the encumbrance of the Leased Premises or any real property at the Airport. Lessee shall not encumber or permit the encumbrance of any of Lessee's rights under this Agreement without City's prior written consent, in City's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 8.4 is void *ab initio*.

ARTICLE IX EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES

Section 9.1 Damage to, Destruction or Condemnation of the Airport. In the event any Governmental Authority shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against City but shall make its claim for compensation solely against such Governmental Authority.

Section 9.2 Damage or Destruction of Leased Premises. If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid.

Section 9.3 Untenantable Conditions. In case the Leased Premises is completely destroyed by fire or other casualty or so damaged that it will remain untenable for more than ninety (90) days, or in case it does so remain untenable for more than ninety (90) days, at the

option of Lessee either (i) the Lessee shall repair or reconstruct the Facility with due diligence at its own cost and expense, and the Rents payable hereunder with respect to the Leased Premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the Leased Premises shall be repaired so as to be usable by Lessee for its permitted purposes; or (ii) within sixty (60) days after the time of such damage or destruction and before the said Leased Premises are restored, Lessee shall give the City notice of its intention to cancel this Lease, in which case this Lease shall forthwith cease and determine, and Lessee shall pay over to the City all proceeds of property damage insurance relating to the damaged Leased Premises. If the Leased Premises occupied or used by Lessee hereunder, or any portion thereof, are damaged or destroyed and thereby rendered untenable for more than ninety (90) days, the City may provide Lessee with alternate premises which will, to the extent reasonably possible, be comparable in convenience, size, type, character, condition, and suitability for Lessee's operations, during such period of repair or reconstruction. Except to the extent the City provides Lessee with such alternative Leased Premises, Lessee shall not be obligated to pay Rent for such untenable portion during such time as it remains untenable. Provided, that there shall be no abatement or reduction of Rent where the untenable condition is caused by the willful misconduct or negligent act or omission of Lessee, or its officer, employees, contractors, subcontractors or agents, except to the extent of proceeds of business interruption or other similar insurance received with respect to such damage or destruction.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Waiver of Exemption. Any constitutional or statutory exemption of Lessee of any property usually kept on the Leased Premises, from distress or forced sale, is waived.

Section 10.2 Addresses. All Rent payable and notice given under this Agreement to City shall be paid and given at the address for notices listed below, or such other place as City shall specify in writing. All notices given under this Agreement to Lessee shall be sent to:

Airport Director
Attn: Accounts Payable
Monroe Regional Airport
5200 Operations Road
Monroe, LA 71201

All notices given under this Agreement to the Mortgagee shall be sent to the address provided by Mortgagee to City. Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not. Any notice of change of address of either of the above shall be sent to the above address of the other party and shall contain the effective date of any such change.

Section 10.3 No Waiver. The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

CITY OF MONROE

The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 10.4 Lessee's Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of City or City's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 10.5 Additional Charges as Rent. Any charges against Lessee by City for services or for work done on the Leased Premises by order of Lessee or otherwise accruing under this Agreement shall be considered as Rent due.

Section 10.6 Rights Reserved to City. Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, the authorized operations of other Airport tenants or users, or otherwise constitute an Airport hazard.

Section 10.7 Quiet Enjoyment. Subject to Lessee's compliance with each and every requirement and obligation on its part to be met under this Lease, City covenants and warrants that Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all parts thereof for the Term hereby granted, subject to the terms and provisions hereof.

Section 10.1 Subordination to Grant Assurances. This Lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which City acquired the land or improvements thereon constituting the Airport or any portion thereof, of which said Leased Premises are a part, including the City's Deed of Acquisition from the United States of America, and this Lease shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between City and the United States of America, the State of Louisiana, or any of its or their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal or State funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other Governmental Authority ("Grant Assurances"). In the event that this Lease, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds, agreements or Grant Assurances, City may unilaterally amend, alter, or otherwise modify the terms of this Lease in order to resolve such conflict or violation without compromising or destroying any remaining portions of this Lease, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred. Lessee acknowledges that it has been given the opportunity to review all applicable existing grant agreements as of the Effective Date.

If, as a result of any future agreement or action under this Section, the City intends to unilaterally alter, amend, or otherwise modify the terms of this Lease, the City shall give Lessee sixty (60) days' notice of its proposed actions and the reasons therefor. After being notified, Lessee may, within its discretion, elect to terminate this Lease within the notice period. In the event Lessee

terminates this Lease, Lessee shall return the premises as set forth in Article 4.4 and title to any improvements shall immediately transfer to the City. Lessee shall have no further recourse against the City.

Section 10.2 Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns that Lessee will not conduct operations in or on the Leased Premises in a manner that in the reasonable judgment of City, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) is in contradiction to any rule, regulation, directive or similar restriction issued by agencies having jurisdiction over the Airport including FAA, Homeland Security, Transportation Security Administration and Customs and Border Patrol, or (vii) would involve any illegal purposes. In the event this covenant is breached, City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 10.3 Emergency Closures. During time of war or national emergency, City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the Government, will be suspended.

Section 10.4 Interpretation.

- A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.
- B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.
- E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 10.5 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law. Lessee hereby releases City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the Lease Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a force majeure event.

Section 10.6 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Louisiana. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for the City of Monroe, Louisiana.

Section 10.7 Amendments and Waivers. No amendment to this Agreement shall be binding on City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 10.8 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 10.9 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

Section 10.10 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 10.11 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 10.12 Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

Section 10.13 Attorney's Fees and Costs. Unless otherwise specified herein, in the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

Section 10.14 Right of Flight. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by City, including without limitation the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. Lessee further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Leased Premises to such a height so as to comply with Title 14 CFR, Part 77.

Section 10.15 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Leased Premises are located, for public purposes, then this Agreement shall hereupon terminate and City shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay Rent shall cease; however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

Section 10.16 Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section 9.20.

A. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Lessee") agrees as follows:

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Contracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.
6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Section 9.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request City to enter into any litigation to protect the interests of City. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List

of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity. Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all

- of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
 - xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. This Lease incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or

regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Subcontracts. Lessee agrees that it shall insert the above eight provisions (Section 10.23(A) through Section 10.23(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

K. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

L. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

M. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Lessee have hereunto set their hands and seals
the day and year first above written.

CITY:
CITY OF MONROE

LESSEE:
PILOTS FOR PATIENTS

BY: _____
Printed Name:
Title:

BY: _____
Printed Name:
Title:

WITNESSES FOR CITY:

Signature
Name Printed

Signature
Name Printed

WITNESSES FOR LESSEE

Signature
Name Printed

Signature
Name Printed

Exhibit A
Leased Premises

Exhibit A

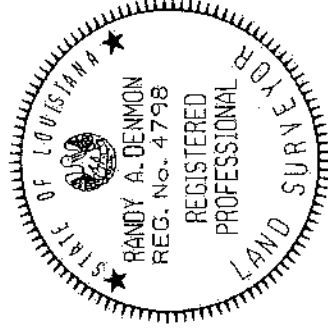
MARCH 1, 2024

A LEGAL DESCRIPTION
OF
PILOTS FOR PATIENTS
AT
MONROE REGIONAL AIRPORT
0.713 ACRES (31,052.14 SQ. FT.)
FOR
CITY OF MONROE
SITUATED IN
SECTION 68, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA

Commencing from a found wagon axle at the Southwest corner of Section 35, T-18-N, R-4-E, Ouachita Parish, Louisiana; thence, North 52°46'36" West, a distance of 5993.11' to a found 5/8" rebar at the Northeast property corner of Tisdale Converting, LLC. as recorded in Conveyance Book 1722, Page 552 of the records of Ouachita Parish, Louisiana; thence, North 31°02'12" East, a distance of 4204.82' to a set 5/8" rebar and being the POINT OF BEGINNING; thence, North 40°26'47" West, a distance of 146.35' to a set 5/8" rebar; thence, North 49°03'32" East, a distance of 212.14' to a chiseled "X" in concrete, thence, South 40°29'05" East, a distance of 146.35' to a chiseled "X" in concrete, thence, South 49°03'34" West, a distance of 212.23' back to the POINT OF BEGINNING and containing 0.713 acres (31,052.14 sq. ft.) more or less.

Bearings and distances referenced herein are based on Louisiana State Plane Grid Coordinates, North Zone 1701, NAD '83.

This description is based on the property boundary survey and plat or map made by Randy A. Denmon, Professional Land Surveyor, dated March 1, 2024.



✓
2/29/24

EXHIBIT B
INSURANCE REQUIREMENTS

1. **Workers' Compensation and Employers' Liability.** Insurance in accordance with the State of Louisiana Statutory Requirements. Limits shall not be less than:

Workers' Compensation	Statutory requirements
Employer's Liability	\$1,000,000 limit each accident \$1,000,000 limit disease aggregate \$1,000,000 limit disease each employee

2. **Property, Wind, Fire & Flood Insurance.** Lessee shall agree to maintain: (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of Lessee's building(s) and contents, including without limitation the Facility (if any), and including betterments and improvements made by or on behalf of lessee, located on the Leased Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of Lessee's building(s) and contents, including betterments and improvements made by or on behalf of Lessee, located on the Leased Premises, or the maximum amount available from the National Flood Insurance Program, whichever is less.

3. **Commercial General Liability.** Commercial General Liability Insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations.

Limits of coverage shall not be less than:

\$5,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,

OR

\$5,000,000 each occurrence and aggregate for liability associated with all operations under this specific Lease. The aggregate limits shall be separately applicable to this Lease.

4. **Automobile Liability.** Automobile Liability Insurance shall be maintained by Lessee as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on City's premises with limits of not less than:

Bodily Injury Liability \$1,000,000 limit each person/\$1,000,000 limit each accident

Exhibit B

Property Damage Liability \$1,000,000 limit each accident, or \$3,000,000 for vehicles driven on the airside of the Airport

OR

Bodily Injury and \$1,000,000 Combined Single Limit each occurrence, or \$3,000,000 for vehicles driven on the airside of the Airport

5. **Umbrella Liability or Excess Liability.** Umbrella Liability of Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$1,000,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.
6. **Additional Insured** Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

Right to Revise or Reject The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage, but prior to requiring any increase in coverage or other change in any endorsement or other coverage, the City shall demonstrate that such change is reasonable based on industry standards or is reasonably necessary based on the risks associated with the Lessee's use and operation of the Leased Premises. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally, provided that nothing in this Lease requires the Lessee to provide to the City copies of any insurance policy obtained or maintained by the Lessee. It is furthered agreed that Lessee shall not do or permit to be done anything upon any portion of the Leased Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the Leased Premises to jeopardize coverage, or by its existence exempt an insurer from coverage for liability or casualty, or which will increase the rate of the insurance on the Leased Premises, or which will in any way obstruct or interfere with the rights of other tenants at the Airport. Any policy provided by Lessee shall be primary insurance for any event occurring on the Leased Premises or otherwise indemnified by Lessee, and provide that the Lessee's insurer shall not subrogate against the City or its insurer.

Julie Odom

Commercial Real Estate Appraisal

407 N. 7th St.
West Monroe, LA 71291

Phone: 903-474-4638
Email: jodomappraisal@gmail.com



**RE: Appraisal Of Market Rent
Office**

5518 Operations Rd.
Monroe, LA 71203

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

Julie Odom

Commercial Real Estate Appraisal

407 N. 7th St.
West Monroe, LA 71291

Phone: 903-474-4638
Email: jodomappraisal@gmail.com

August 9, 2023

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

RE: Appraisal Of Market Rent
Office
5518 Operations Rd.
Monroe, LA 71203

Dear Ms. Mary Lou Harrison :

The purpose of this report is to provide the appraiser's opinion of the Market Rent of the subject property as of August 9, 2023. This report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The report includes a summary discussion of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion.

The rental analysis includes the lot and office building located adjacent to the airport.

The rent analysis is based on other similar property leases.

The lot is located on Operations Road and has access to the airport.

Additional scope of work details are in the addenda.

Property: 0.65 ± Acres (28,200 ± s.f.)
3,139.50 ± s.f. Office

Interest Valued: FEE SIMPLE
Effective Date of Value: 8/9/2023
Date of Report: 8/9/2023

DEFINITION OF "MARKET RENT:"

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeable, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and Lessor 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. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract; and,
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition - p. 176

INTENDED USE OF REPORT: This market rent analysis is intended to assist the client, City of Monroe, in evaluating the potential economic rent for the lot improved with an office building at the Monroe Regional Airport.

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

1. obtained authorization from the client to perform a market rent appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information to estimate the Market Rent value for the subject property.

The resulting report is a brief recapitulation of the appraiser's data, analyses, and conclusions.

CONCLUSION OF MARKET VALUE:

Based on the analysis of the rental data presented herein, it is my opinion that the Fair Market Rental for the subject property, located at the airport, is \$1,700 per Month. This rental rate includes the office and the lot.

My conclusion of market rent is \$1,700 per month or \$20,400 per year.

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,



Julie Odom
Louisiana General Appraiser
APR.04557-CGA