

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – AUGUST 13, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MS. WOODS:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. McFarland
5. Mr. Muhammad
6. Mayor Ellis

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JULY 23, 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 establishing procedures for the confirmation of heads of departments and further providing with respect thereto. (Woods/McFarland)

(b) Adopt a Resolution confirming the appointment of Sarah M. Smith to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto. (McFarland)

(c) Adopt a Resolution granting an exception to the Open Container Ordinance to Isaac King-Justa Cowboy Rodeo Association for the Bayou Black Open Rodeo 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 Advancion Charity for the annual United Way Golf Tournament 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 Tyrone Dickens (K9 Outreach Blues Concert at Chennault Park) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(f) Adopt a Resolution granting an exception to the Open Container Ordinance to the City of Monroe for Rollin' on the Riverfront pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Michael Riley dba The Monroe Bayou, 5400 Operation Rd., Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving an agreement with the National Main Street Center, Inc., for \$90,000 in funding for the Thriving Communities Program Capacity Building Subgrant Program and further providing with respect thereto.

(b) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with Isaac King d/b/a Justa Cowboy Association and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution approving Amendment No. Eight (8) to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc., related to the Monroe Water Treatment Plant Expansion and Improvements Project and further providing with respect thereto.

(b) Adopt a Resolution approving Change Order No. Fifteen (15) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto.

(c) Adopt a Resolution accepting as substantially complete work done by Max Foote Construction Company for the Water Treatment Plant Renovation and Expansion Project (Phase 2 of 2) and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance declaring certain property in the Monroe Air Industrial Park no longer necessary for public use and authorizing said property to be sold at private sale to Ochsner LSU Health System of North Louisiana and further providing with respect thereto.

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 Repealing Ordinance No. 12,219 (Video Bingo Tax Rededication) and further providing with respect thereto. (McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance Repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt an Ordinance Repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (McFarland)

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt an Ordinance approving a two-year extension of the existing Ambulance Services Agreement with Acadian Ambulance Service, Inc. and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(e) Finally adopt an Ordinance adopting the authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2024 and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(f) 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.

Open Public Hearing/Public Comment/Close Hearing:

(g) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Kevin Lee all rights, title, and interest that the City may have acquired to Lots 11 & 12, Square 21, Alexanders Addition, and that portion of an alley revoked in book 1334/673, (no situs) Dick Taylor St., District 4, Ouachita Parish, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further providing with respect thereto.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
July 23, 2024
6:00p.m.

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

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

There was absent: None.

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

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

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1.) Mr. Harvey had no announcements.

(2.) Mrs. Ezernack welcomed everyone to the meeting, and she said she is glad to see them here.

(3.) Mr. McFarland welcomed everyone to the meeting, and he said he is glad everyone is here to get involved in City government. He thanked everyone that came out to his first Community Meeting. He said it was well attended, and he received a lot of feedback from the constituents. He noted his second meeting will be on August 12th somewhere Downtown. He said he hopes one of the businesses would allow him to have a meeting there. He said he is looking forward to meeting and greeting all and to hear their concerns.

(4.) Mr. Muhammad stated his goal tonight was to say in the month of July the City hasn't had a murder but unfortunately there was one Saturday in Foster Heights. He said there is a situation in Foster Heights the City needs to get a grip of and a lot of murders have taken place in that community. He said the Senior Citizens Academy is still going on at Benoit and he thanked all that are participating in the academy. On another note, he said he also had a successful Community Meeting. He said they covered a lot of topics and had a chance to hear from the citizens. He said they are going to continue to keep having meetings to bring the citizen's voice back to City Hall.

(5.) Mayor Ellis welcomed everyone to the City Council meeting.

(6.) Ms. Woods stated the Council has a full agenda tonight and a lot of things to be talked about and addressed. She asked everyone to respect the opinions of others, she said she will recognize everyone, and keep comments to a minimum. She said you will only get one opportunity to share your comments on a given topic and during the Council participation the public will not be allowed to talk again on that particular subject. She said the Council wanted to keep the meetings decent and in order while at the same time allowing individuals to talk about issues involving the City. On another note, she said she had a Community Meeting that was well attended, and the meeting will be once a month on the 3rd Wednesday at 10am at the Powell Street Community Center.

Upon motion of Mr. Harvey and seconded by Mrs. Ezernack, and the minutes of the Legal and Regular session of July 9, 2024, were unanimously approved. (There were no public comments.)

Mr. McFarland stated that it is proper that an agenda be approved before the Council approve minutes. He said he noticed the City Council always approve the minutes and don't have a motion to approve the agenda. He said the Council need to get things back into prospective where it needs to be concerning the approval of the agenda. He said the City Attorney wanted to add some things to the agenda tonight and those things should be added at the beginning of the meeting. He said when the agenda goes out the Council need a line item that says approval of the agenda.

Mr. Brandon Creekbaum, City Attorney, noted there is nothing in the Council Rules and Procedures that requires the approval of the agenda at the beginning of the meeting. He said it is a practice that somebody has recognized, and that is something the Chair can institute. He said until there is a rule specified there is some flexibility there and he said if there is a rule he is not aware of it but until that time it is up to the Chair.

Ms. Woods noted the Council will take that up outside of the meeting.

Mr. McFarland noted the Council should look at adding that because the meetings shouldn't be all over the place. He said if the Council approve the agenda they have a structure to follow.

PROPOSED CONDEMNATIONS:

The following condemnation were considered:

1. 2925 Jackson St. (D4) Owner – Lucy Dale Wilford (Estate), Et AL C/O Ella Gibson Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Ms. Stacy Newbill, Code Enforcement Officer, stated that this property is a dilapidated structure, and it was brought to Environmental Court on April 23, 2024, it was deemed blight and a nuisance. They are asking the property be condemned.

Mr. McFarland wanted to know of this was brought to the Council or the Court.

Ms. Newbill noted Environmental Court.

2. 108 Malvern St. (D5) – Owner – Anthony Guillory Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Ms. Newbill stated this a dilapidated structure, and it was brought to Environmental Court March 26, 2024, it was deemed blight and a nuisance. They are asking the property be condemned.

Mr. Muhammad wanted to know if there was any contact with the owner.

Ms. Newbill said no sir.

3. 4102 Lee Ct. (D4) – Owner – Woods Family Estates, LLC Notice to show cause was served. Photographic evidence was presented. Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Ms. Newbill stated this a dilapidated structure, and it was brought to Environmental Court March 26, 2024, it was deemed blight and a nuisance. She said she spoke with the property owner today and if they are given 30 days they will demolish the property on their own.

4. 3710 Polk St. (D4) – Owner – Pearlie Irby and Danny Lenard, ET AL Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Ms. Newbill stated this a dilapidated structure, and it was brought to Environmental Court March 26, 2024, it was deemed blight and a nuisance. They are asking the property owner be given 30 days.

Mr. McFarland said he is glad the City trying to clean up District 4 and he motion to condemn the property giving the owner 30days

5. 1109 Griffin St. (D3) – Owner – Barbara Ferguson (Estate) & Evion Taylor (Estate) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Ms. Woods, seconded by Mr. McFarland and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Ms. Newbill stated this is a dilapidated structure, and it was brought to Environmental Court March 26, 2024. They are asking that the property owner be given 30 days.

Ms. Woods wanted to know if there was any contact with the owner.

Ms. Newbill said no ma'am.

ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon motion of MR. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8745 accepting D&J Construction Company, LLC's agreed upon base bid for the Monroe Regional Airport Taxiway D Construction Phase 1 Project and further providing with respect thereto. (There were no public comments.)

Ms. Woods stated she received a few calls on this item and if the City ever thought the Council would let twelve million dollars go back to the federal government they were sadly mistaken. She said the Council is about moving the City forward and making sure the Council is doing the right thing.

Mr. Muhammad noted the City must get another airline and there are a lot of people who travel to Houston, TX for medical reasons and they fly. He said it is very inconvenient to fly from Dallas to Houston. He wanted Mr. Charles Butcher, Airport Director, to work diligently to attach another airline to the City.

Mr. Butcher noted he is working on it.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved to Passover confirming the appointment of to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

Mrs. Ezernack motion to appoint Mr. Lamon Woods and seconded by Mr. Harvey.

Mr. Roy Heavenly, Monroe Chamber of Commerce, stated Mr. Woods is their appointee. He said he sent a bio of Mr. Woods to each Councilmember. He said Mr. Woods is a lifelong resident of Monroe, and he started real estate investing as a part-time job then went to full-time. He said they have over 100 properties and a lot of those are in South Monroe. He said when he talked to Mr. Hill about the appointment he said it would be important to get someone with real estate investment knowledge on SEDD and the Chamber Executive Committee voted on him.

Mr. Muhammad stated he has a letter from the SEDD Treasurer-Secretary Roosevelt Wright and on behalf of SEDD. He noted the Dhaliwal family is deeply invested in the future of South Monroe. He said the 76 stores and the Now&Save stores represent an investment of millions of dollars. He further stated even though Mr. Dhaliwal's 3 year term has expired he desires to continue to serve and according to the by-laws he will continue to serve until he is replaced by the Council. He stated the letter wanted the members of the Council to recognize Mr. Dhaliwal invaluable contributions to his continued importance of the SEDD and take no action to replace him.

(The Chairman called for the vote: Mr. Harvey aye, Mrs. Ezernack aye, Ms. Woods nay, Mr. McFarland nay, and Mr. Muhammad nay.)

Mr. Creekbaum noted that Mr. Woods was one name on a list of four and if it is the Council's pleasure to take no action he thinks that may be a separate motion.

Mrs. Ezernack noted it is her understanding this is the Chamber of Commerce position and obviously they must feel as if Mr. Dhaliwal is no longer their appointee. She wanted to know how the Council plan to remedy that particular aspect of it.

Mr. Creekbaum noted whatever the Council's pleasure may be; he said he needs to make sure the Council appropriately dispense with the item before moving to the next item to have a clear demarcation. He said the SEDD Statute simply state the Monroe City Council shall appoint a nominee from a list submitted by the Monroe Chamber of Commerce.

Mr. Muhammad noted the Council have voted and the Chamber can come back with another name if that is there pleasure. He asked that the community support Mr. Dhaliwal because he has done a lot in the community, and he is doing an excellent job on SEDD. He said there was another attempt prior to the new Council for him to be replaced but they are trying to put SEDD together properly.

Mr. Heavenly noted the Chamber had their appointee picked back in June. He said Mr. Tony Little, SEDD, called and stated SEDD would support their pick if they waited for the new Council to vote. He said Mr. Dhaliwal has done a fantastic job and the Council all have appointments for the SEDD that they can appoint him too. He further noted the Chamber have three and one year terms that people rotate off of and the Chamber is not saying that Mr. Dhaliwal did anything bad. He said the Chamber felt that Mr. Woods would be their pick for this time, and he waited because he respected the Council.

Ms. Woods stated the Council would move forward with the agenda.

Mr. Creekbaum noted the Council would have to Passover or remove it from the agenda.

Mr. McFarland said the democrat process on this matter is if there are Councilmembers that want to offer the other three names allow them to offer those three names. He said the Council would vote and that would be the pleasure of this Council.

Ms. Woods noted the names are Mr. Corbin Legg, Mr. Mike Abrams, and Mr. Chris Lewis.

Mr. Muhammad motion to Passover the List of Nominees seconded by Mr. McFarland.

Mrs. Ezernack wanted to amend the motion to Passover until the first Council Meeting in August. She said obviously the board needs a member to do the business of SEDD and the Council should bring it back as soon as possible.

Mr. Muhammad stated Mr. Dhaliwal has been serving and he desires to continue to serve. He further stated the SEDD members wrote a letter asking the Council to let Mr. Dhaliwal continue to serve.

Mr. Creekbaum noted he doesn't think another Councilmember has the ability to unilaterally amend a motion without the Council person's consent. He said Mrs. Ezernack proposed an amendment to the motion and it's if Mr. Muhammad is willing to accept the proposed amendment.

Mr. Tony Little stated he did ask Mr. Heavenly to wait until the new Council were seated and this item was originally supposed to be on the last agenda. He further stated the appointment belonged to the Chamber by Statute and he thought this item would be pass overed and be addressed at another meeting.

Mr. McFarland noted the law states the end result is here with the Council and the Council have the final say so. He further noted the Monroe Chamber have three other names and the Council gave an opportunity to offer up the names.

Mr. Little stated this is not appropriate to be done in the middle of a meeting and his silence is not that he doesn't have an opinion on it.

Mr. Roosevelt Wright, SEDD, stated the letter the Council have comes from SEDD and he said there is a large Indian business community in South. He said Mr. Dhaliwal's family represents about 15 large businesses with millions of dollars invested in South Monroe. He further stated some of the plans SEDD have coming up will count on Mr. Dhaliwal to get things done. He said Mr. Dhaliwal has the resources and connections with other Indian businesses to get them done. He said SEDD was asked to let this come before this Council and now they are asking the Council to follow the Statute which the Chamber has the right to recommend somebody, and the Council also have the right to turn it down. He said if the Council turns it down Mr. Dhaliwal will continue to serve until his replacement is named by the Council.

(The Chair called for the vote to Passover item (a))

Mr. Muhammad stated SEDD hasn't functioned properly for years, and the Council is trying to put SEDD properly in place to get things done in South Monroe. He said in his opinion Mr. Dhaliwal is the most valuable person with SEDD and why take him off when he has all the stores in South Monroe.

(b) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8746 confirming the re-appointment of Cedrick Hemphill to the Monroe heritage Preservation Commission and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8747 appointing Juanita G. Woods to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved Resolution No. 8748 appointing Verbon Muhammad, Sr. to the Monroe Capital Infrastructure Commission and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Resolution No. 8749 appointing Rev. James E. Jackson, Sr. to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (There were no public comments.)

There being no objection from the Council and there were none, the Chair requested to switch the order which the agenda items are listed and moved item (f) to item (a).

(f) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and approved Resolution No. 8750 repealing Resolution No. 8719 (Interstate 20 Economic Development Corporation Articles) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack Nay)

Mr. Harvey stated the changes were made in the best interest of the community and not for any kind of political gain. He said ultimately he wanted the board to succeed, and this item is at the Council's pleasure.

(The Chair proceeded with item (a) on the agenda.)

Department of Administration:

(a) Upon motion of Mrs. Ezernack seconded by Mr. McFarland and unanimously approved Resolution No. 8751 approving a Fiber Construction Agreement with AT&T Services, Inc. for new fiber construction services within the City of Monroe and further providing with respect thereto.

Mr. David Aubrey, President of AT&T Louisiana and Mississippi, stated they have been invited to collaborate with the citizens of Monroe to bring high speed internet and broadband AT&T fiber at hundred percent to the community. He said this is different than anywhere else in the two states he serves as president, and this will be the first collaborative opportunity both public and private where they serve hundred percent of the residents and businesses across an entire city. He said they will work not only on the Northside of town but definitely include South Monroe and be a partner that will make the City proud. He said this means not only bringing additional technicians but bringing jobs, provide services, and provide the speeds that no other competitor particularly right now in this market would bring fiber to the home.

Mr. Ezernack thanked Mr. Aubrey for responding to the City's RFP and she said this is an exciting project for the entire City of Monroe.

Ms. Woods thanked Mr. Aubrey for all they are doing and if anyone has visited on the Southside of Monroe it's almost like being in rural part of the community.

Mr. Muhammad thanked the Council and the Administration for putting this together as well. He wanted to know if this will help with the data plans.

Mr. Aubrey said absolutely, whatever they offer anywhere else in the State or anywhere else in this particular region they would offer it across the market. He said he rates will be very competitive and they have plans as low as \$30 that would give a hundred megabits of speed.

Mayor Ellis noted he doesn't need to explain to the families what proper connection to the internet means today with telehealth for our seniors if they can't leave their home. He said the City saw what played out during the pandemic with families trying to learn and educators at home trying to host meetings. He thanked the Council for allowing this work to happen and to be able to be the thought leader in this space and be the first at something that other communities can kind of model. He further noted it goes to show the mindset of the community and the willingness of the Council to be able to drive something like this to work and show what a true public-private partnership can be. He stated at the forefront of this being affordability, equity, and understanding that where we start the work is just as important as how affordable it is to the residents. He said the community

allowed the City to be able to collect data and when the Council members are asking the community to participate in community meetings that is why it is so important. He said this is the foundation the City is laying for future investment, and we all realize broadband connectivity is a necessity in our communities.

Mr. McFarland said he know the Council haven't taken the vote yet, but it seems as they're all in favor. He said he had a wonderful conversation with Mr. Aubrey, and he thanked him for what he is doing with and for the City.

Mr. Christopher Orange Sr., 3901 Old Sterlington Rd., recognized the new Council members and he stated he wanted to speak about the agreement with AT&T being a cautionary tale. He said when talking about broadband access and high speed at \$30 plus a month obviously you're not going to get that type of high speed for that type of investment. He said one of the issues he had with AT&T coming here is the same issue he had with Starlink. He said they were stopping a lot of folks from getting the actual speed and he said 13 years ago CenturyLink brought him here with a similar situation with investments from the State and millions of dollars. He stated CenturyLink was supposed to build products that were going to make internet access more affordable, backup systems, and network fail up. He said for all practical purposes no longer exist in the Monroe area and he said with this investment he caution the City to make sure to have a fail over. He said with a simple patch upgrade that nearly destroyed about 850 million internet connected and business folks. He said if one internet system goes down it's tested there's another network that's tied to it.

Ms. Kenya Roberson, Northeast Louisiana Black Chamber of Commerce, said she is very excited with AT&T, and she has gone back and forth with them with things of interest for business, community, and residents. She said they impressed and wowed her through commitment and engagement. She noted they are not just willing with the community but also with the youth. She further noted they insured her that they are going to do some major things here and will be inclusive as a City. She said on behalf of the Northeast Louisiana Black Chamber she is in favor.

Legal Department:

ADD-ON: Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to add on a Resolution authorizing the City of Monroe to participate in the Kroger National Settlement related to the Opiod Epidemic and further providing with respect thereto. (There were no public comments.)

(a) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8752 authorizing the City of Monroe to participate in the Kroger National Settlement related to the Opiod Epidemic and further providing with respect thereto. (There were no public comments.) (There were no public comments.)

Department of Public Works:

(a) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8753 approving Work Authorization No. 6 between the City of Monroe and Garver LLC for the Taxiway D Construction – Phase 1 Project at the Monroe Regional Airport and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad stated he noticed Mrs. Rowell would be the representative on the resolution for the taxiway and in the first resolution for the taxiway it just says the City.

Mr. Creekbaum noted on contacts with the FAA grant agreement they typically request the Mayor's signature, and they keep it more generic to just say city representative. He further noted the work authorizations the City typically designate Ms. Rowell as the signer of those documents.

Mr. Muhammad wanted to know if normally the Mayor would be the representative.

Mr. Creekbaum said any State and federal funded projects the State and federal entities want to see the Mayor's signature.

(b) Upon motion of Mr. Muhammad seconded by Mr. McFarland and unanimously approved Resolution No. 8754 approving a Mowing and Litter Maintenance Agreement with the Louisiana Department of Transportation and Development from July 1, 2024, to June 30, 2025, and further providing with respect thereto. (There were no public comments.)

Mr. Muhammad wanted to know if this agreement has expanded.

Mr. Creekbaum said this is a renewal of an agreement that the City renew every year and the proposed mileage is 42 or 41.97 miles the same as last year. He said it's on State highways whether divided or undivided and interstate roadways. He noted this is the exact renewal the City has been maintaining.

Engineering Services:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8755 approving Change Order No. One (1) for the Texas Standifer Trunkline Repairs Project and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mrs. Ezernack seconded by Mr. McFarland and unanimously approved Resolution No. 8756 approving Change Order No. Two (2) for the WPCC – Equalization Basin Dredging Project and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8757 accepting as substantially complete work done by the Lemoine Company for the WPCC – Equalization Basin Dredging Project and further providing with respect thereto. (There were no public comments.)

(d) Upon motion of Mr. Harvey, seconded by Mr. Muhammad and unanimously approved Resolution No. 8758 approving a Traffic Signal Maintenance Agreement with the Louisiana Department of Transportation and Development from July 1, 2024, to June 30, 2025, and further providing with respect thereto. (There were no public comments.)

(e) Upon motion of Mr. Muhammad, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8759 approving a Master Services Agreement with Neel-Schaffer to provide engineering and other related Professional Services and further providing with respect thereto. (There were no public comments.)

Mr. McFarland wanted to know if the City will employ this company as needed and if they will bill the City hourly.

Mr. Morgan McCallister, City Engineer, said correct, and he noted hourly and per task. He said just standard in line with the City normal master services agreement in the back of the documentation there is an itemized list for a schedule of rates.

Mr. McFarland wanted to know what is the main function.

Mr. McCallister noted this particular service involve reviewing of invoices such as the Kansas Lane Extension project federally and State funded. He said traffic studies associated with the previous resolution approved for signal maintenance agreement, outside professional services that the traffic engineering department are not currently licensed to do, signal modification, and build out within the department.

Mr. McFarland wanted to know how many people in Mr. McCallister's (Engineering) Department.

Mr. McCallister wanted clarification if Mr. McFarland is referring to the engineering department or traffic engineering.

Mr. McFarland stated the City will sub this out as needed and he is looking at the engineering budget and what is allocated. He questioned if there's no one that can do any of these services.

Mr. McCallister noted traffic studies no sir. He said they do not have anyone on the staff that is capable of performing those services. He said there are additional services, licenses, and certifications outside of a professional engineer. He further noted these individuals are well equipped, certified, and experienced to perform.

Mr. McFarland stated with the multitude in the department it seems as if the City would hire those that would have these expertise. He said it is problematic they will have to take another look at the budget. He said the City have to make sure that everything is above board and those that are in the department can do this work. He said he has a problem with the multiplicity of people in the department and those in the department should have some type of engineering degree. He said

whatever their pay is it should equal up to what they can offer the City. He said the Council need to have meeting concerning the budget. He said he know there was a financial meeting tonight but there needs to be an open meeting. He said to go back through the budget that was previously approved by the former Council and take an in depth look at the amount of money.

Mr. McCallister noted for the Council's observation last year the City paid this particular professional service provider right at \$60,000 to perform those services. He said if he hires someone at that rate within the engineering department say \$60,000 would be the base salary, plus pension, and insurance roughly \$85,000. He said the City will not find a certified professional engineer that is equipped and has the experience to do this for \$85,000. He said he is running the engineering department and divisions building out those budgets. He said he is adding positions in the traffic department because he felt as though they needed more help. He said building out the traffic department to respond properly to issues with the City. He said he thinks the work Neel Schaffer has done for the City has proven to be sufficient and more than adequate. He said the engineering department manager are not building out a department to design those projects.

Mr. McFarland noted with all that being said again the Council may need to take a look at the department and he is not saying hire addition too, but they may need to remove some that aren't qualified. He said the Council need to take a look since the Council has the last say concerning the budget.

(f) Upon motion of Mr. Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8760 approving Change Order No. One (1) for the WPCC – Equalization Basin Aeration System Project and further providing with respect thereto. (There were no public comments.)

Mr. McFarland said he thinks all the Council concerns were pretty much addressed on this matter. He said the City will have to put something in place concerning the days and he believe that the Council have a very good dialogue concerning this matter. He said the Council will move forward tonight but it may not happen like that again.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved to introduce an Ordinance approving a two-year extension of the existing Ambulance Services Agreement with Acadian Ambulance Service, Inc. and further providing (There were no public comments.)

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to introduce an Ordinance adopting the authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2024 and further providing with respect thereto. (There were no public comments.)

(c) Upon motion of Mrs. Ezernack, seconded by Mr. Muhammad and unanimously approved to introduce 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.

(d) Upon motion of Mr. Harvey, seconded by Mr. McFarland and unanimously approved to introduce an Ordinance authorizing the City of Monroe to take Corporal Possession of and sell to Kevin Lee all rights, title, and interest that the City may have acquired to Lots 11 & 12, Square 21, Alexandars Addition, and that portion of an alley revoked in book 1334/673, (no situs) Dick Taylor St., District 4, Ouachita Parish, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further providing with respect thereto. (There were no public comments.)

There being no objection from the Council and there were none, the Chair requested to move items (e, f, & g) to the top of list.

(e) Upon motion of Mr. Muhammad seconded by Mr. McFarland and approved to introduce an Ordinance Repealing Ordinance No. 12,219 (Video Bingo Tax Rededication) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mr. Ezernack nay)

Mr. McFarland stated the Council talked over, begged, and pleaded with this Ordinance but it fell on deaf ears. He said the Council will move forward tonight introducing the ordinance to repeal it.

Mrs. Ezernack noted she doesn't understand what the objection is. She said is it the content of it or is it just the Council acted on it, and you weren't apart of the action.

Mr. McFarland stated this ordinance is rededicating the funds and the City hasn't established who the money will go too. He said the Council have talked about how some employees only get ten dollars an hour. He said the City have to do some soul searching before rededicating funds to give to the Mayor to give to whoever he desire. He said the Council need to have that conversation and they will move forward again with the first reading. He said it's not because they wasn't here. He said it is because they don't like the fact it is an open check, and they don't know who is going to receive this.

(f) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved to introduce an Ordinance Repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (Mr. Harvey & Mrs. Ezernack nay)

Ms. Patricia Turner, 315 Marshal Drive, wanted to know what a Special Tax Election mean and what it does.

Mr. Brandon Creekbaum stated in order to call for a tax election there must be approval by the governing body to call the tax election. He said the City's capital infrastructure tax is nearing the end of its useful life. He further stated in June of this year the Council passed an ordinance calling for an election to renew the capital infrastructure tax for a period of 25 years. He noted the introduction of the repeal, if it passes would rescind the call for that special election for the capital infrastructure tax.

Ms. Turner wanted to know if this was for mostly infrastructure.

Mr. Creekbaum noted the tax itself identifies seven enumerated categories that it is used for. He said without the list in front of him in its present form he thinks its streets, drainage, and certain public facilities.

Mr. Turner wanted to know are there specific streets identified within the ordinance.

Mr. Creekbaum said no, it is categories.

Mr. Turner wanted to know if the Council decides where the money goes.

Mr. Creekbaum said that is correct and the tax would be renewed again. He said the renewal is an election it has to go before the public for a vote if the election happens. He said if it was extended the projects the tax fund generate a pot of money that the City usually bonds against and the bond fund is what is used to go out and do the projects.

Mr. Muhammad wanted to know if this has been sent to Baton Rouge.

Mr. Creekbaum stated he doesn't know, and the City have a bond counsel that is assisting.

Mr. Muhammad noted the reason the Council is asking this be repealed is because in June it was brought, and it was confusing. He said this is for the City's benefit to make sure the language is proper. He said there is an election in November, so it doesn't have to be in December.

Mr. Creekbaum stated it is too late for the ballot in November and there are datelines to get on certain ballots. He said the November election is the primary and December is a general election if there are any runoffs or things like that.

Mr. McFarland wanted to know how many years will this tax expire.

Mr. Creekbaum stated it will expire in 2029.

Mr. McFarland wanted to know what is the rush of having an election of a tax that won't expire for another five to six years.

Mrs. Stacy Rowell, Director of Administration, noted it is nearing it's useful life and it is the bonding capacity that allows the City to use the money for additional projects. She said the City is about at capacity with the large projects on the books right now. She further noted in order to move new projects forward the City would like the capacity to be able to go out and bond additional money.

Mr. McFarland noted in so many words that the bond attorney can go out and get these bonds so the City can have the money early. He said you add 25 years the money will be gone, and he doesn't understand why the City is trying to rush this as if the City is broke. He further noted he believes there is a resolution that states that if there's an amendment to an ordinance that it should be brought back to a first reading. He stated the previous Council changed it from a forever tax to a 25 year tax in one meeting that was substantial. He said that can be challenged that the City didn't bring that back to be advertised to the citizens of Monroe and that would be problematic for them down the road. He said they are bringing this back so it can be done right. He further stated they placed this election on an off election day knowing that the majority of the citizens of Monroe will go out to vote during the presidential election and they had an opportunity then to place it on that particular date.

Mrs. Ezernack commented that she thinks the way Mr. McFarland reiterated what Mrs. Rowell said was incorrect. She said the bonds and the City ability to collect the tax expires in 2029, however, if the City want to bond a project the City need to have more than five years left of the availability to pay it back and that is what the tax help the City do. She said the City would not be able to bond a new project and the money in there now is already committed to projects in progress. She noted it is important to be able to bring this tax forward to constituents to ensure the City will be able to do large projects. She further noted the City will not be spending money they don't have and if the tax doesn't pass we will have no more capital infrastructure committee, funds, or the ability to bond a project to correct the record.

Mr. McFarland stated if you have Council members in opposition it will not pass. He said it is best to do it the right way and we won't have any problems down the road. He said one of the main issues was that it went from a forever tax to 25 years.

(g) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to introduce an Ordinance Repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (There were no public comments.) (Mr. Harvey & Mrs. Ezernack nay)

(The chairman continued with the introduction of items a, b, c, & d)

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

The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed:

(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,226 authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 4, H I & J s Rosenheim's Resub. Lots 11,12, 13, & 14, Sq. 6 Alexanders Addition, Ouachita Parish, no situs – Jackson St., District 4, Monroe, La, by Adjudication at Tax Sale dated June 11, 2019, and further providing with respect thereto. (There were no public comments.)

The Chairman Open the Hearing and seeing no on come forward the Hearing was Closed:

(b) Upon motion of Mr. McFarland, seconded by Mr. Harvey and unanimously approved Ordinance No. 12,227 authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 6, Square 11, Unit 6, Humphries Addition, Ouachita Parish, 3810 Segrest Mercy St., District 3, Monroe, La, by Adjudication at Tax Sale dated June 12, 2019, and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1.) Mr. Brandon Wilhite, 1306 S. 9th Street, thanked the Council for everything that they contribute to the city. He also appreciated the condolences that were given about the passing of his father, Foster Wilhite Jr also known as PPW. He stated that his father passed away on July 3rd, but what his concern was after the 911 call was made, he noticed that the fire department did not show up. He expected that all responders would have been present during their time of crisis in order to ensure the best chances of their loved one surviving. He is seeking information as to why all of the emergency responders were not there during their crisis.

(2.) Ms. Minnie Miller Eleam, 1607 Sunset Drive, is concerned about her water bill being \$300.00 dollars for the last three months. She reached out to the water company, and they stated that there

was a glitch in the system. She is asking how long it will take them to rectify this situation. She said that she is a teacher, and she doesn't have time to continue chasing behind the water company to fix this error. She strongly suggests that something is done about this matter.

(3.) Mr. Franz Hill, 1700 Auburn Avenue, congratulated the new members on the Council. He also gave his appreciation to the Mayor towards Ms. Roshonda Gospel and all the hard work that she does in this City. He said he was completely impressed about her knowledge of the things that go on in the city.

(4.) Ms. Kenya Roberson, 116 Glenwood Drive, announced their 3rd Annual Back to School event on August 3, 2024, at the Mt. Zion Life Center from 9:00am-1:00pm. She stated that they have partnered up with the Omegas and the Renaissance Movement Committee and they are requesting all of the Council Members to attend and show their faces at this event to volunteer. She said that it is a blessing to be able to serve the community and be able to help a family in need with their children's school supplies.

(5.) Mr. Steve Cheek, 601 K. Street, shared his appreciation to the Public Works Department for clearing the street in their neighborhood. He also wanted to express his unhappiness with the closure of the lane on N.6th Street. He said that the cones are an eye sore, and it feels as if it is an inconvenience creating a bike/pedestrian lane on N.6th street.

(6.) Ms. Mondrian Douglas, 5513 Long Drive, said her civil rights were violated, and she would like for the Council to look into and address her concerns about law enforcement in the City of Monroe.

(7.) Rev. Dr. Ambrose Douzart, 191 Street, is now the Chapter President of the Ouachita NAACP. He said that he came to thank the Mayor and Council members that attended the banquet. He states that the NAACP strives to do better, and he would like for the City and them to work together. He thanks them again for coming and for the donation they received at the banquet, and he said as long as he is the President, they are going to do things on the up and up.

(8.) Ms. Marie Brown, 1002 S.5th Street, said the reason why they ask so many questions is because they read the agenda items so fast, they can't understand or know what it is about. She stated that if Council changed the rules, then she expects them to read the agenda item in its entirety so that the citizens can know and comprehend what they are voting on. All she wants is clarity and an understanding of the She mentioned last meeting that she wanted the Council to come and ride along with her to see what she has been complaining about in her neighborhood. She said that Mr. Harvey and his wife did a ride along with her and they were able to see her grievances about the neighborhood. She appreciated him taking time to do that with her.

There being no further business to come before the council, the meeting was adjourned at 8:31 p.m., upon motion of Mr. McFarland and it was seconded by Mr. Harvey.

Ms. Juanita G. Woods
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

Mrs. Rachel Washington
Council Coordinator

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

A RESOLUTION ESTABLISHING PROCEDURES FOR THE CONFIRMATION OF HEADS OF DEPARTMENTS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 4-01 of the Monroe City Charter (“Charter”) provides that, unless otherwise specified by the Charter, the “heads of all departments created by or under this charter shall be appointed by the mayor, subject to confirmation by the council, and shall serve at the pleasure of the mayor”;

WHEREAS, the City Council desires to establish a process for nomination and confirmation of all heads of departments, including provisions for the submission of such nominations, the consideration of such nominations, and other related matters.

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

Section 1. These procedures shall apply to the confirmation of appointees to heads of all departments created by or under the Charter unless otherwise specified by the Charter or state law.

Section 2. The Mayor shall submit a nomination for appointment to a department head position to the Monroe City Council no later than sixty (60) days after a vacancy in such department head position arises.

Section 3. The Monroe City Council shall act on the nomination no later than thirty (30) days after the nomination is received.

Section 4. If the City Council confirms the appointment by majority vote, the department head so confirmed shall be eligible immediately to fill the position.

Section 5. If the City Council declines to confirm the appointment by majority vote, the Mayor shall submit a new nominee within sixty (60) days in accordance with the procedures set forth herein, the City Council shall not consider any re-nomination of the disapproved nominee, and the disapproved nominee shall be ineligible to serve in that department head position, on an interim basis or otherwise, unless approved by the City Council.

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 August, 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF SARAH M. SMITH TO THE BOARD OF COMMISSIONERS FOR THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R.S. 33:2740.51 authorizes the City Council to appoint three members to the Board of Commissioners of the Southside Economic Development District ("Board") for a three-year term;

WHEREAS, Preston Hopkins was appointed to the Board by the Monroe City Council on January 10, 2023 (Res. No. 8420) to serve a three-year term;

WHEREAS, Preston Hopkins has resigned, effective August 7, 2024;

WHEREAS, the City Council desires to appoint Sarah M. Smith, a qualified elector of Ouachita Parish, to the Board of Commissioners of the Southside Economic Development District to fill the unexpired term of Mr. Hopkins.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Sarah M. Smith, be, and is hereby, appointed as a member of the Board of Commissioners of the Southside Economic Development District for the unexpired term ending on January 9, 2026.

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 August 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

State of Louisiana

City of Monroe

No. _____

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 ISAAC KING–JUSTA COWBOY RODEO ASSOCIATION FOR THE BAYOU BLACK OPEN RODEO AND TAILGATING PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Isaac King-Justa Cowboy Rodeo Association applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, “the Bayou Black Open Rodeo and Tailgating” on the Civic Center Complex, scheduled for August 24, 2024 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 City of Monroe, Louisiana, in legal session convened, that Isaac King-Justa Cowboy Rodeo Association, be and is hereby granted a permit for a special event, “the Bayou Black Open Rodeo and Tailgating” on the Civic Center Complex, scheduled for August 24, 2024. The security and crowd control is being coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

Carolus Riley

From: Kwasic Heckard
Sent: Wednesday, August 7, 2024 4:19 PM
To: Carolus Riley
Cc: Melissa Thaxton
Subject: Bayou Black Open Rodeo Tailgating
Attachments: Rodeo Tailgating permit.pdf

Good afternoon,

This will need to be placed on the city council's agenda for an open container exemption letter. I don't know if the certificate of insurance they provided the Monroe Civic Center covers the alcohol liability. Melissa would you please check to see. If not, they will need to have it added, I'm sure.



CITY OF MONROE



POLICE DEPARTMENT

Cpt. Kwasic Heckard
Office: (318) 812-0386

Public-Media Relations
Cell: (318) 237-7217

Rock 8/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2024

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).

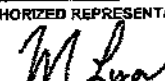
PRODUCER Hearod-Lyons Insurance Group 1823 N Parkerson Ave Suite C Crowley, LA 70526 License #: 439406	CONTACT NAME: Elizabeth Brown
	PHONE (A/C, No, Ext): 337-514-2153 FAX (A/C, No): 337-514-2173 E-MAIL ADDRESS: elizabeth@hinsurancegroup.com
INSURED JUSTA COWBOY ASSOCIATION 6924 INDIAN MOUND RD SAINT FRANCISVILLE, LA 70775	INSURER(S) AFFORDING COVERAGE
	INSURER A: Western World Ins. Co.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 95964939-47377** **REVISION NUMBER: 4**

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	ADDITIONAL INSURER	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"/> PROJECT <input type="checkbox"/> LOC OTHER:		NPP6138139	08/23/2024	08/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

CERTIFICATE HOLDER Monroe Civic Center PO Box 123 MONROE, LA 71210-0123	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  (EHB)
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FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 7, 2024

To Whom It May Concern:

It is my understanding that Justa Cowboy Rodeo Association will be hosting an event, "Bayou Black Open Rodeo Tailgating" on Saturday, August 24, 2024, from 12:00pm to 7:00pm. The event will be at the Monroe Civic Center located at 401 Lea Joyner Memorial Expressway, Monroe, Louisiana, 71201. Alcohol will be served at the event.

Justa Cowboy Rodeo Association 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

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 ADVANCION CHARITY FOR THE ANNUAL UNITED WAY GOLF TOURNAMENT PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Advancion Charity United Way Golf Tournament applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, "The Annual Advancion United Way Golf Tournament" at the Chennault Park Golf Course, scheduled for September 20, 2024 from 8am until 7pm 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 City of Monroe, Louisiana, in legal session convened, that the Advancion Charity United Way Golf Tournament be and is hereby granted a permit for a special event, "The Annual Advancion Charity United Way Golf Tournament" at the Chennault Park Golf Course, scheduled for September 20, 2024 from 8am until 7pm. The security is being coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And 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: United Way of NELA

To whom this may concern,

The United Way of NELA is hosting the Advancion Charity Golf Tournament on Friday, Friday, September 20, 2024, at the Chennault Golf Course. The event will be from 8:00 a.m.-8:00 p.m. Alcohol will be consumed at this event. They're expecting 300-400 participants for this event. They have already obtained their no objection letter to apply for the ATC permit for the event. I will have to get it placed on the city council's agenda for the open container exemption letter.

Respectfully submitted,
Cpl. Heckard



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2024

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).

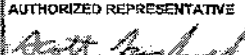
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting		
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105	
E-MAIL ADDRESS: info@sportsinsurance-kk.com			
PRODUCER CUSTOMER ID:			
INSURED United Way of Northeast LA Inc 1201 Hudson Ln Monroe, LA 71201 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: W02705696 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.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		9YAPG0001334486200	09/20/2024 12:01 AM EDT	09/21/2024 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	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	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486200	09/20/2024 12:01 AM EDT	09/21/2024 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse Liability - \$1,000,000 aggregate (included above) / \$250,000 each occurrence (included above).
Legal Liability to Participants (LLP) limit is a per occurrence limit.
Event Name: 12th Annual Advancion United Way Golf Tournament, Event Type: Event Date: 09/20/2024 to 09/20/2024
Event Location: Chenault Park Golf Cours, 8475 Millhaven Rd, Monroe, Louisiana 71203
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Advancion Corporation 350 LA-2 Sterlington, LA 71280 (Co-promoter)	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 
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Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

POLICY NUMBER: 9YAPG0001334486200

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

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 PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) Advancion Corporation 350 LA-2 Starlington, LA 71280
Named Insured: United Way of Northeast LA Inc
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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.



2024 Advancion United Way Golf Tournament

Hello Fellow Golfers and Fans of Fun!

It is time to make plans for the 12th Annual ANGUS Chemical United Way Golf Tournament. Over the past 11 tournaments, we have raised over \$275,000 for the Northeast Louisiana United Way! Last year we raised over \$26,000!

This was not possible without the voluntary support and donations from our sponsors. You made a huge difference in the success of the tournament and we are asking for your support again.

Just like previous years, we will have door prizes, a silent auction, and all of the food and drink you could want! So mark your calendars! This year's event will be on **Friday, September 20, 2024 at Chennault Park Golf Course in Monroe**. The tournament will have **2 FLIGHTS with a shotgun start at 8 AM and 1 PM**. Prizes will be awarded after the tournament.

Included in this email is a copy of the registration form. I hope that your company will consider helping us raise funds for this worthwhile cause by making a donation to the tournament. As you are aware, this is strictly voluntary. Donations can be in the form of sponsoring a team, donating door prizes, or becoming a Title sponsor by selecting one of our Sponsor Bundles!

If you have any questions about sponsorships or anything else, please call me, **Adrienne Sharp (318-665-5257)**, or **Libby Adams (318-665-5379)**. The golf committee can also be reached by email at asharp@advancionsciences.com.

I look forward to hearing from you about your voluntary support of this community event and seeing you on the course on September 20th. Please respond as soon as possible; teams are reserved on a first come first serve basis and the deadline for sign up is Wednesday, August 28th. Spots are limited so please be sure to sign up early!

I know that together we will make this a successful event again.

Sincerely,

Adrienne Sharp
Golf Tournament Chair



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

March 26, 2024

To Whom It May Concern:

It is my understanding Advancion will be hosting a United Way Golf Tournament fundraising event on September 20, 2024, from 8:00am until 7:00 pm. The event will be located at Chennault Park Golf Course, 8475 Millhaven Road, Monroe, LA, 71203. Alcoholic beverages will be served at the event.

Advancion 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

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 TYRONE DICKENS (K9 OUTREACH BLUES CONCERT AT CHENNAULT PARK) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Tyrone Dickens applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "K9 Outreach Blues Concert", scheduled for Saturday, September 21, 2024 at Chennault Park at the stage area inside the park. The exception is from 5:00 p.m. until 10:00 p.m., there will be off duty officers and private security; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Tyrone Dickens be and is hereby granted a permit for a special event, "K9 Outreach Blues Concert", scheduled for Saturday, September 21, 2024 at Chennault Park at the stage area inside the park. The exception is from 5:00 p.m. until 10:00 p.m., there will be off duty officers and private security. 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: K-9 Outreach (Blues Concert)

Sir,

Tyrone Dickens is hosting a Blues Concert at Chennault Park Saturday, September 21, 2024. The event is scheduled from 5:00-10:00pm. The event will be held at the stage area inside the park. Alcohol will be sold and consumed at this event. They're expecting 300 patrons to be in attendance. Dickens wants to hire two off duty officers for this event. He will also have private security working the event. This event will need to be placed on the city council's agenda of the open container exemption letter. A no objection letter will be needed to get the ATC permit for the event.

Respectfully submitted,
Cpl. Heckard



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2024

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).

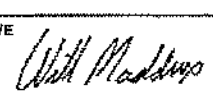
PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No., Ext): (530) 477-6521 FAX (A/C, No.): E-MAIL ADDRESS: info@theeventhelper.com															
INSURED K-9 Outreach c/o Tyrone Dickens 416 Lakeshore Dr Monroe LA 71203		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lloyds Syndicate 2623</td> <td>AA-1128625</td> </tr> <tr> <td>INSURER B: Lloyds Syndicate 823</td> <td>AA-1126623</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Syndicate 2623	AA-1128625	INSURER B: Lloyds Syndicate 823	AA-1126623	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDITIONAL SUBROGATION WAIVED (MSD, WYG)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	EH-771324-L3130081	09/21/2024	09/22/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES \$ 100,000
	<input checked="" type="checkbox"/> Host Liquor Liability					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> Retail Liquor Liability					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPROP AGG \$ 2,000,000
OTHER:						Deductible \$ 1,000
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> AUTOS ONLY						\$
UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DED RETENTIONS \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						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 CG 20 26 04 13. Attendance: 200, Event Type: Concerts - Blues Music. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above. Location: Chennault Park

CERTIFICATE HOLDER	CANCELLATION
City of Monroe 8475 Millhaven Rd Monroe LA 71203	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 

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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 PART

Schedule

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>City of Monroe 8475 Millhaven Rd Monroe, LA 71203</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
--

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, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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.



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 6, 2024

To Whom It May Concern:

It is my understanding that K9 Outreach will be hosting an event, "K9 Outreach Blues Concert" on Saturday, September 21, 2024, from 5:00pm to 10:00pm. The event will be held at Chennault Park located at 8475 Millhaven Road, Monroe, Louisiana. Alcohol will be served at the event.

K9 Outreach 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

RESOLUTION

State of Louisiana

City of Monroe

No. _____

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 CITY OF MONROE FOR THE ROLLIN' ON THE RIVERFRONT PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, "Rollin' on the Riverfront" at the RiverMarket, scheduled for Saturday, September 21, 2024 from 5:00pm - 10:00pm 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 City of Monroe, Louisiana, in legal session convened, that the City of Monroe, be and is hereby granted a permit for a special event, "Rollin' on the RiverFront" at the RiverMarket, scheduled for Saturday, September 21, 2024 from 5:00pm – 10:00pm. The security and crowd control will be coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And 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: 3rd Annual Rollin on the Riverfront

Sir,

The COM is hosting the Annual Rollin' on the Riverfront on Saturday, September 21, 2024. The event will be held at the Downtown River Market. They're expecting 300 individuals to attend the event. It's a community event so there may be more in attendance. Alcohol will be sold or consumed at this event. The event is scheduled for the hours of 5:00 - 10:00 pm. Check-in for participating vendors will begin at 3:30 pm. This event will include arts, crafts, food, vendors, and a mocktail/cocktail competition. This event will need to be placed on the city council's agenda for the open container exemption letter. They're hiring 4 off-duty officers for the event.

Respectfully submitted,
Cpl. Heckard



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 8, 2024

To Whom It May Concern:

It is my understanding that City of Monroe will be hosting an event, "Rolling on the River" on Saturday, September 21, 2024, from 5:00p.m. until 10:00p.m. The event will be held at the Downtown River Market which is located at 316 S. Grand St. Monroe, La 71201. Alcohol will be served at the event.

City of Monroe 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

CITY OF MONROE

TAXATION & REVENUE
CITY OF MONROE, LOUISIANA
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License (For August 13, 2024, Council Meeting)

Date: July 29, 2024

CLASS A – \$500 RESTAURANTS (LIQUOR)

CLASS B – \$500 CONVIENT STORES (LIQUOR)

CLASS C – \$75 (BEER ONLY)

CLASS D – \$60 (BEER – OFF PREMISES)

CLASS E – \$500 PRIVATE CLUBS

CLASS G – \$500 WHOLESALE (LIQUOR ONLY)

CLASS H – \$100 WHOLESALE (BEER ONLY)

NEW ALCOHOL LICENSE

CLASS A (NEW) (1)

1. *The Monroe Bayou*
5400 Operations Road
Monroe, LA 71203

Owner: Michael Riley

CO – CLEARED

SALES TAX CLEARED

DISTANCE REPORT CLEARED

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING AN AGREEMENT WITH THE NATIONAL MAIN STREET CENTER, INC., FOR \$90,000 IN FUNDING FOR THE THRIVING COMMUNITIES PROGRAM CAPACITY BUILDING SUBGRANT PROGRAM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the U.S. Department of Transportation (USDOT), through the Thriving Communities program, provides no-cost intensive technical assistance to under-resourced and disadvantaged communities to help identify, develop, and deliver transportation projects that strengthen communities; and

WHEREAS, the City of Monroe was selected as one of 64 communities across the country to be part of the Thriving Communities Cohort and was placed in the Main Streets Community of Practice, which focuses on Tribal, rural, and small-town communities and the interconnected transportation, community, and economic development issues they face; and

WHEREAS, the USDOT selected National Main Street Center, Inc. ("NMSC") to serve as a Capacity Builder, which provides technical assistance and subgrants to communities in the Main Streets Communities of Practice; and

WHEREAS, the City applied for and NMSC approved a grant to the City of Monroe in the amount of \$90,000.00 to hire artists to engage the public in mobility safety planning for the Downtown Art Alley to South Second corridor area by developing and installing murals; and

WHEREAS, the City desires to accept the grant and authorizes a designated city representative to execute any and all documents necessary to accept and carry out the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that a designated City representative is hereby authorized to accept the Thriving Communities Program Capacity Building Subgrant Program funding in the amount of \$90,000.00 and execute any and all documents necessary to carry out the grant agreement with the National Main Street Center, Inc.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



National Main Street Center

a subsidiary of the
National Trust for Historic Preservation

July 28, 2024

Meghan Risinger
400 Lea Joyner Memorial Expressway
Monroe LA 71201

The Department of Transportation (DOT)'s Thriving Communities Program (TCP) Capacity Building Subgrant Program: Grant to [City of Monroe]

Dear Meghan:

Your application for a DOT TCP Capacity Building Subgrant has been approved. This project is funded by a federal grant from the Department of Transportation ("DOT") through the Build America Bureau. Acceptance of this grant is an indication of your willingness to conduct your project in conformance with the following terms and conditions of this agreement (the "Agreement") listed below:

1. Grant and Budget. The National Main Street Center (NMSC), Inc. (the "Grantor") has awarded a grant to [City of Monroe] (the "Grantee" or "Subrecipient") in the amount of \$90,000.00 (Ninety Thousand and 00/100 Dollars) of federal funds for the purposes stated in Section 2 (the "Grant"). The Official Award Notice for the Grant is attached as Exhibit A.

2. Use of Grant Funds. Grantee shall use the Grant solely for the following purposes (the "Grant Project"):

Hire artist(s) to engage the public in mobility safety planning for the Downtown Art Alley to South Second corridor area, by developing and installing murals.

- a. Any changes in the purposes of the Grant Project must be approved by Grantor in advance, in writing. Grantee should contact the National Main Street Center, Inc. (by email to Magdalena Gillespie at mgillespie@mainstreet.org or by calling 737.295.1926) to discuss any proposed changes to the Grant Project.
- b. Unless otherwise agreed upon in writing by Grantor, Grant funds must be used to achieve the Grant Project as described above and as otherwise outlined in the Grantee's underlying DOT TCP Capacity Building Subgrant Program application that was submitted for the Grant (the "Application") and the work, services, and deliverables described therein, incorporated by reference into this Agreement.
- c. The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of such funds by the Grantor from the applicable federal funding source and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of federal laws and the Notice of Award. If the amount of funds that the Grantor receives from the federal funding sources is reduced, the Grantor reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. NMSC reserves the right to deny payment for Grantee's expenditures for allowable expenses where invoices and/or other reports are not submitted properly or by the noted deadlines.

3. Compliance with Laws.

- a. Grantee agrees to comply with all laws, statutes, ordinances, orders, rules and/or regulations applicable to Grantee, Grantee's business, organization, and the Grant Project.
- b. **OMB Circulars and Other Regulations.** Grantee acknowledges that this Grant is subject to the following Federal regulations which are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - i. Administrative Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

- ii. Determination of Allowable Costs: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E.;
 - iii. Audit Requirements: 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.;
 - iv. Code of Federal Regulations/Regulatory Requirements:
 - 1) 2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;
 - 2) 2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (no procurement)”;
 - 3) 43 CFR 18, “New Restrictions on Lobbying”;
 - 4) 2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;
 - 5) FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;
 - 6) 2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
 - 7) 2 CFR 200.331- 200.333 “Subrecipient Monitoring and Management”;
 - 8) 2 CFR Part 170, “Reporting Subawards and Executive Compensation.”
- c. Federal Funding and Accountability and Transparency Act (FFATA) and Reporting Subawards and Executive Compensation.**
- i. Grantee acknowledges that this Grant is subject to FFATA reporting requirements, as applicable, and agrees to use the FFATA Subaward Reporting System located at www.fsr.gov.
 - ii. Grantee must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to www.fsr.gov for more information.
- d. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Grantee is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles. Grantee agrees to the certifications related text messaging while driving set forth in Exhibit F.
- e. Drug-Free Workplace Requirements.** Grantee agrees to the certifications related to prohibitions on trafficking in persons set forth in Exhibit F.
- f. Prohibition on Trafficking in Persons.** Grantee agrees to the certifications related to maintaining a drug-free workplace set forth in Exhibit F.
- g. Seat Belt Provision.** The Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- h. Grantee Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**
- i. This Federal Award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
 - ii. The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

- iii. The Grantee shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).
 - i. **Conflict of Interest.** Grantee agrees to avoid conflicts of interest in its responsibilities under or with respect to this Agreement and establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest including but not limited to potential conflicts of interest that may arise in the procurement of supplies, equipment, construction, and services as provided for under 2 CFR 200.318.
 - j. **Prohibition on Certain Confidentiality Agreements.** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - K. **Compliance with ADA and ABA.** The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.
4. **Agreements with Contractors & Consultants.** Agreements executed by the Grantee include the contract provisions set forth in Appendix II to 2 CFR part 200, as applicable to the contract. The Grantee must submit specific procurement documents for review to the Grantor prior to entering into agreements with contractors and consultants. The documents include but are not limited to solicitations, specifications, contract agreements and any other document requested by Grantor.
5. **Funding Documentation.** Grantee shall deliver to Grantor all of the following prior to Grantor disbursing any grant installments:
 - a. A completed Grant Application from Grantee, including a Project Budget (Exhibit B) and Project Completion Schedule (Exhibit C);
 - b. A copy of executed contracts between Grantee and subcontractors for the Grant Project and/or final pricing quotes as applicable;
 - c. A completed grantee risk profile questionnaire and single audit form (see Section 11);
6. **Schedule.** The terms of this Agreement will commence upon execution by both parties. Administration of the Grant will follow the process described herein.
 - a. Grantee agrees to provide the following reports.
 - i. The first installment of 30% of the Grant (\$27,000.00) will be paid within thirty (30) days following receipt by the Grantor of this fully executed Agreement and any required documentation.
 - ii. The second installment of 50% of the Grant (\$45,000.00) will be paid within thirty (30) days after the Grantee has submitted a PROGRESS REPORT which demonstrates the Grant Project is 50% complete per the schedule (the "Completion Schedule," see Exhibit C) agreed to by the Grantee and the Grantor, and with the terms stated in the Application and this Agreement. The Grantee will also have to submit a general spending ledger and receipts to verify that project spending matches the Grant Application.
 - iii. The third and final installment of 20% of the Grant (\$18,000.00) will be paid within thirty (30) days after the Grantee has submitted a 100% COMPLETION REPORT which

demonstrates the Grant Project is 100% complete per the Completion Schedule. The Grantee will also have to submit a general spending ledger and corresponding receipts to verify that project spending matches the Grant Application.

- b. Grantee will have twelve (12) months from the subaward date provided in Exhibit A. (the "Completion Date") to complete the Grant Project. If the Grantee fails to complete the Grant Project by the Completion Date or if the Grantee does not meet reporting requirements or project milestones, NMSC and DOT will determine in their sole discretion whether extend the Completion Date deadline (see also Section F on rights NMSC and DOT reserve to ask for allocated grant funds to be returned to the Grantor).

_____ Please Initial Here

7. Reporting.

- a. Grantee agrees to submit a **PROGRESS REPORT** and a **FINAL REPORT** (see forms attached as Exhibit D and Exhibit E) from the time the first installment of the Grant is funded until such time as the Grant Project is completed. Reports must be submitted electronically, and the reports shall describe all progress expenditures made from Grant funds and shall report on Grantee's compliance with the terms of this Agreement. The last of these reports will be the **FINAL REPORT**.
- b. For the Progress Report, the Grantee will report on several specific metrics, including: local dollars raised or leveraged as a result of the Grant; new partnerships created as a result of the Grant; progress made toward Grantee's TCP transportation project; and community impact as it relates to the grant project goals. Grantee will also submit a general ledger of spending on the project to-date and copies of payments or receipts as applicable.
- c. For the Final Report, the Grantee will report on several specific metrics, including: local dollars raised or leveraged as a result of the Grant; new partnerships created as a result of the Grant; progress made toward Grantee's TCP transportation project; and community impact as it relates to the grant project goals. Grantee will also submit a general ledger of spending on the project to-date and copies of payments or receipts as applicable. Grantee will also submit before and after images or copies of any publications or programming produced using the Grant, if applicable.
- d. Copies of all related reporting forms will be made available in electronic format to the Grantee. The reports received from Grantee will be submitted by the Grantor to the DOT's Build America Bureau.
- e. Reporting Deadlines. The following reports are due as set forth below:

Report Type	Due Date
Progress Report	1/10/25
Final Report	5/2/25

_____ Please Initial Here

- 8. Minimum Wage Requirement.** The Grantee shall pay to workers, while performing in the United States, and performing on, or in connection with, this Agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis.
- 9. Labor Rates.** This Agreement incorporates the labor rate submitted in the Grantee's cost estimate. These rates are used for the purposes of determining reasonableness of direct labor costs, in accordance with 2 CFR part 200, including 2 CFR 200.404. All direct labor costs under this Grant require DOT approval.
- 10. Travel Costs.** Travel costs under this Agreement must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Subrecipient in its regular operations as the result of the Subrecipient's written travel policy. If the Subrecipient does not have written travel policies established, the Subrecipient and its contractors shall follow the travel policies in the Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles and receive prior approval from Grantor.
- 11. Publicity of Grant Support and Communications.**
 - A. Grantee shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, departmental, bureau, or government employee endorsement of a business, product, service, or position which the Grantee represents. No release of information relating to this award may state or imply that the DOT approves of the Grantee's work products or considers the Grantee's work product to be superior to other products or services.
 - B. Grantee must obtain prior Government approval for any public information releases concerning this award which refer to the DOT or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- 12. Intellectual Property.** Grantee agrees to provide the DOT a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use items purchased with Grant funds or work products created under the Grant, in whole or in part (including creating derivative works), for federal government purposes and to authorize others to do so.
- 13. Inspection and Requests for Documentation.** Grantee agrees to permit representatives of the Grantor, with reasonable notice, to inspect the Grant Project to ensure that the work is progressing as planned and that the Grant funds are being used for the purposes stated herein. Grantee agrees to allow reasonable access to the project site for consultants and contractors engaged by the Grantor for the Grant Project. Upon request by Grantor, Grantee agrees to provide all documentation related to the Grant Project for Grantor's inspection.
- 14. Audit Requirements.** Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, passthrough entity, and General Accounting Office.
- 15. Records.** All Grantee financial and programmatic records, supporting documents, statistical records, and other records related to the Grant shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
- 16. Breach.**
 - a. Failure to comply with the terms and conditions of this Agreement, including, without limitation, any failure to:
 - i. meet the deadlines and submittal of related forms as specified in this Agreement;
 - ii. obtain the Grantor's written approval of any proposed changes in use of Grant funds before implementation; or

iii. complete the Grant Project as described in Section 2

shall nullify the Grant with the expectation that all funds paid to the Grantee shall be returned, along with reasonable accrued interest, to the Grantor.

- b. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or payments of this Grant to Grantee and require the repayment of any funds that have already been paid. Grantee agrees, in the event of breach, upon the request of Grantor, to return any and all payments to Grantor within thirty (30) calendar days of receipt of a written demand of repayment from Grantor or at another date and/or in increments as approved in writing by Grantor. In accepting the Grant funds, Grantee agrees to any and all costs associated with returning Grant funds to Grantor, including, but not limited to reasonable attorney's fees.
- 17. Lobbying and Political Activities.** Grantee shall use no portion of the Grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code. Grantee agrees to the certifications related to lobbying set forth in Exhibit F.
- 18. Debarment, Suspension and Other Responsibility Matters.** Grantee agrees to the certifications related to debarment, suspension, and other responsibility matters set forth in Exhibit F.
- 19. Delinquent Tax Liability or Felony Conviction.** Grantee agrees to the certifications related to payment of tax liabilities and felony convictions set forth in Exhibit F.
- 20. Non-Discrimination.** Grantee agrees to not discriminate against any contractor, subcontractor, employee, or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation or veteran status. Grantee agrees to the certifications related to compliance with various statutory and regulatory authorities prohibiting discrimination set forth in Exhibit F.
- 21. Change in Status.** Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, or (b) Grantee's executive staff or key staff responsible for or instrumental to achieving the Grant purposes.
- 22. Financial & Legal Responsibility; Indemnification and Hold Harmless.** The Recipient is legally and financially responsible for all aspects of the activities funded under this Agreement, including funds provided to contractors (including consultants) and subrecipients as referenced in 2 CFR 200.332. The Grantee hereby agrees to defend, indemnify and hold harmless the Federal Government, the DOT, and the National Main Street Center, Inc. from any act or omission of the Grantee, its officers, employees, members, participants, representatives, or agents (a) against third party claims for damages arising from one or more identified activities carried out in connection with this Agreement, and (b) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.
- 23. Force Majeure.** Either party may terminate or suspend its obligations under this Agreement if substantial performance of such obligations is delayed, prevented, or rendered impractical by an event beyond the party's reasonable control and without its fault or negligence, including, but not limited to: acts of God, acts of war or the public enemy, terrorism, fires, floods, epidemics, quarantine restrictions, strikes (other than own employees), freight embargoes and unusually severe weather, laws, regulations or orders of governmental authorities, curtailment of transportation facilities, or other emergency making it illegal, impossible or impractical to perform this Agreement as planned.

24. Confidentiality. The Grantee shall maintain in strict confidence any Confidential Information of Grantor that the Grantee reviews, receives, or acquires in the performance of this Agreement. Grantor will make efforts to clearly identify, preferably in writing, any Confidential Information. "Confidential Information" means, subject to the limitation set forth below: economic and financial information, sales and marketing plans, information and materials obtained from interviews or surveys, personnel information, membership and donor lists, business procedures, solicitation or contact methods, and any other information regarding the business of Grantor. Confidential Information does not include information that: (i) is or becomes available from public sources through no wrongful act of the Grantee; (ii) is already in the Grantee's possession prior to the date of this Agreement without an obligation of confidentiality, except for information disclosed during discussions related to this Agreement; (iii) is rightfully disclosed to the Grantee by a third party with no obligation of confidentiality; (iv) is independently developed by the Grantee; or (v) is required to be disclosed pursuant to any court or regulatory order served on the Grantee. The Grantee may disclose Confidential Information to its accountants, counsel, and other financial and legal advisors who have a need to know for the purpose of this Agreement and who are obligated to maintain the Confidential Information in accordance with the terms of this Agreement. The Grantee shall not publicly release any information concerning Grantor or any subject relating to this Agreement, unless approved in advance and in writing by Grantor. This approval will not be unreasonably withheld.

25. Representations and Warranties. Grantee hereby represents and warrants the following:

- a. Grantee is a non-profit organization, that it is a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code (the "Code") and is in good standing, or a government entity;
- b. if Grantee has previously received financial assistance from Grantor, that all grant requirements were satisfied or are current as of the date of this Agreement;
- c. that the representative executing this Agreement has the power and authority to bind the Grantee to the terms stated in this Agreement;
- d. that the Grantee has no potential conflicts of interest with the DOT or Grantor.

_____ Please Initial Here

26. Assignment. This Agreement may not be assigned by the Grantee without the prior written approval of the Grantor.

27. Governing Law. This Agreement is made in and will be governed by the laws of the District of Columbia.

28. Entire Agreement. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified except in a written document signed by both parties.

Please acknowledge your acceptance of this Agreement by signing and returning the original of this letter to:

Magdalena Gillespie
National Main Street Center, Inc.
53 W. Jackson Blvd., Suite 350
Chicago, IL 60604

Please direct questions regarding this Grant or your reporting requirements to the National Main Street Center, Inc., at mgillespie@mainstreet.org or by calling 737.295.1926.

By signing and returning this Agreement you acknowledge that these Grant funds will be used expressly for the purposes described herein and are subject to the conditions contained herein.



Erin Barnes
President and Chief Executive Officer
National Main Street Center, Inc.

7/28/2024

Date

AGREED AND ACCEPTED BY:

Signature

Date

Name: Stacey Rowell

Title: Director of Administration

Organization/Business: City of Monroe

EXHIBIT A
OFFICIAL AWARD NOTICE
National Main Street Center, Inc.

Action: Subaward
Date of Action: 7/28/24

SUBAWARD INFORMATION

Federal Award ID Number (FAIN)	
Date of Federal Award to NMSC	
Subaward Date	7/28/24
Subaward Recipient	City of Monroe
Subaward Recipient DUNS	None
Period of Performance	7/28/2024- 6/2/2025
Budget Period of Performance	7/28/2024 - 6/2/2025
CFDA Number	
Subaward support R&D?	No
Subaward Project Title	Monroe Mobility Murals
Subaward Project Description	Grant funds will be used to hire artist(s) to engage the public in mobility safety planning for the Downtown Art Alley to South Second corridor area, by developing and installing murals.
Program and Office	Department of Transportation Build America Bureau
Funds Obligated by this Action	\$90,000.00
Total Outright Subaward Amount	\$90,000.00
Total Federal Matching Funds	0
Total Subaward	90,000.00
Indirect Cost Rate	0%

POINTS OF CONTACT

ROLE	NAME
Grantee Recipient Administrator	Meghan Risinger
	Meghan.Risinger@ci.monroe.la.us
NMSC Administrator	Magdalena Gillespie
	mgillespie@mainstreet.org
NMSC Project Director	Bethany Rogers brogers@mainstreet.org

This subaward is made possible by an award granted to National Main Street Center, Inc. by the Department of Transportation (DOT). All awards, including this Subaward, are subject to 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, and the General Terms and Conditions to Organizations and the Historic Preservation Fund Grant Manual.

In accordance with 2 CFR § 200.303, subrecipients must have internal control policies and procedures in place to manage the subaward. These policies must address the effectiveness of operations; reliability of reporting; and compliance with applicable federal statutes, regulations, and the terms and conditions of the award. Per 2 CFR §200.331, the National Main Street Center, Inc. will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, program requirements, regulations, and terms and conditions of the subaward; and subaward performance goals are achieved. Acceptance of this subaward also serves as agreement to allow DOT, NMSC, and their auditors, access to the subrecipient's records and financial statements as necessary.

COMPLETION SCHEDULE

MSA TCP Capacity Building Sub-Award Program

Sub-Award Completion Schedule

Community: City of Monroe, Louisiana

Project Name: Monroe Mobility Murals

Milestone	Date of Task Completion	Percentage Complete
Artist(s) under contract to complete ground surface murals for engaging the public in mobility planning, including guidance on durable materials and best practices with support from TCP technical assistance partners.	December 31, 2024	50%
Mural(s) completed, based on determination of available budget and priority locations.	May 15, 2025	100%
TCP Capacity Building project is complete and Final Report is submitted.	Date: May 25, 2025	100%

**EXHIBIT D
PROGRESS REPORT FORM**



National Main Street
Center
a subsidiary of the
Federal Trust for Historic Preservation

THRIVING COMMUNITIES PROGRAM SUB-AWARD

Progress Report

Date:

Community:

Project Name:

Please list milestones completed

Refer to Completion Schedule for milestones.

Itemized Project Expenditure

Please list itemized expenses here and submit all corresponding receipts as attachments. (Note: Itemizations can be general, i.e., consultant fees, salaries, indirect costs, etc).

Item:	Cost Expended to Date:
Total:	

Dollars Leveraged

Please list by source and value of funding opportunities identified, additional public or private funds leveraged for identified transportation-related projects, and/or dollars raised or leveraged in connection to/as a result of the Thriving Communities program, including dollars not previously identified.

This project is supported through the U.S. Department of Transportation Thriving Communities program to help previously identified tribal, rural, and small-town communities across the country access historic funding opportunities provided by the President's Bipartisan Infrastructure Law (BIL). For more information about the Thriving Communities Program, please visit the program website.



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New Partnerships Created

Please list any new partnerships created in connection to/as a result of the Thriving Communities program.

Community Impact (Note: This question will be tailored to your community's specific grant project and goals)

Where applicable, please list any community engagement events held with the number of public participants, describe public awareness impacts, and/or list the number of engagement strategies developed and executed as a result of the Thriving Communities program.

Progress towards Goals

Please list advancements towards identified goals in the subaward proposal.

Goal	Progress
Goal #1:	
Goal #2:	
Goal #3:	

Do you need to make any changes to your project timeline or completion schedule?

If yes, please describe.

Signature: _____ Date: _____

Name: _____

Title: _____

This project is supported through the U.S. Department of Transportation Thriving Communities program to help previously identified tribal, rural, and small-town communities across the country access historic funding opportunities provided by the President's Bipartisan Infrastructure Law (BIL). For more information about the Thriving Communities Program, please visit the program website.



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Dollars Leveraged

Please list by source and value of funding opportunities identified, additional public or private funds leveraged for identified transportation-related projects, and/or dollars raised or leveraged in connection to/as a result of the Thriving Communities program, including dollars not previously identified.

New Partnerships Created

Please list any new partnerships created in connection to/as a result of the Thriving Communities project.

Community Impact (Note: This question will be tailored to your community's specific grant project and goals)

Where applicable, please list any community engagement events held with the number of public participants, describe public awareness impacts, and/or list number of engagement strategies developed and executed as a result of the Thriving Communities program.

Progress towards Goals

Please list advancements towards identified goals in the subaward proposal and any maintenance strategies that have been developed to support the goals of the community. (i.e., how you plan to keep the momentum going.)

Goal	Progress	Maintenance Strategy
Goal #1:		
Goal #2:		
Goal #3:		

This project is supported through the U.S. Department of Transportation Thriving Communities program to help previously identified tribal, rural, and small-town communities across the country access historic funding opportunities provided by the President's Bipartisan Infrastructure Law (BIL). For more information about the Thriving Communities Program, please visit the program website.



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Major Successes or Obstacles

What were the major successes or obstacles you faced in implementing your subaward project (if any) and what additional assistance (from partner organizations, the community, US DOT, etc.) would have benefited your organization?

Quote/Remark on Impact of Program

Please provide a quote/remark that describes a time when your community saw a positive impact because of the program. Ex: how the program leveraged community support or collaboration, developed comprehensive transportation projects that increased mobility, reduced pollution, expanded affordable transportation options, or found connections to the resources they need to help them. (Note: this quote may be used by DOT and/or MSA in publications or other social media).

Signature: _____ Date: _____

Name: _____

Title: _____

This project is supported through the U.S. Department of Transportation Thriving Communities program to help previously identified tribal, rural, and small-town communities across the country access historic funding opportunities provided by the President's Bipartisan Infrastructure Law (BIL). For more information about the Thriving Communities Program, please visit the program website.

FEDERAL ASSURANCES

U.S. DEPARTMENT OF TRANSPORTATION AND FEDERAL ASSURANCES

Attachment 1
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring DOT approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Thriving Communities program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 Thriving Communities, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior DOT approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

- a. The prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certifications required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing this ASSURANCE, the Recipient agrees to comply with 2 C.F.R. Parts 180 and 1200 and the requirements listed above.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
- 6. Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
- (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and
 - (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

By signing this ASSURANCE, the Recipient also agrees to comply with USDOT Order 4200.6 and the requirements listed above.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) **Definitions.** The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of Attachment 5.3, "Motor Vehicles" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of Attachment 5.3, "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, "Text messaging" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of Attachment 5.3, the "Government" includes the United States Government and State, local, and tribal governments at all levels.

(b) **Workplace Safety.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) **Subawards and Contracts.** To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the

micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

Attachment 4
CERTIFICATION REGARDING DRUG-FREE WORK-PLACE REQUIREMENTS

- i. The Recipient named in this agreement certifies that it will establish and continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about--
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Applicant's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will--
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the Federal agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working. Notice shall include the identification number(s) of each affected grant or cooperative agreement.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The Applicant's headquarters is located at the following address. The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

{Signature of Authorized Official}

{Date}

Attachment 5
TRAFFICKING IN PERSONS

2 C.F.R. PART 175

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. part 1200.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a

violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

5. "Recipient" and "subrecipient" include for-profit entities for the purpose of Attachment 5.5 only.

By signing this ASSURANCE, the Recipient certifies that it has read and understands the provisions listed above.

(Signature of Authorized Official)

(Date)

**Attachment 6
LOBBYING**

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 29.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 29.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Official _____

DATED _____

ATTACHMENT 7. NON-DISCRIMINATION ASSURANCES

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting an application and by entering into this agreement under the FY 2022 Thriving communities Program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Build America Bureau, it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Build America Bureau.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 Thriving Communities program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (c) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 Thriving

Communities Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors,

successors, transferees, and/or assignees to comply) with all applicable provisions governing the DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 Thriving Communities program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 Thriving Communities program.

(Name of Recipient)

By _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Build America Bureau), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor 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 Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 Thriving communities program, and the policies and procedures prescribed by the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (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.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "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, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

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:

Pertinent Non-Discrimination Authorities:

- 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); and 49 C.F.R. Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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);
- Titles II and III of the Americans with Disabilities Act, 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 C.F.R. Parts 37 and 38;
- 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);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- 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);
- 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).

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 COOPERATIVE ENDEAVOR AGREEMENT WITH ISAAC KING D/B/A JUSTA COWBOY ASSOCIATION AND FURTHER PROVIDING WITH RESPECT THERETO.

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

WHEREAS, the Bayou Black Open Rodeo (“BBOR”) is hosted annually at the Monroe Civic Center and draws participants and attendants from throughout the southern region;

WHEREAS, the BBOR promotes tourism, increases economic activity through retail purchases and overnight stays, provides vendor opportunities for local and regional small businesses, and provides access to sponsors and promotional opportunities both within the state and regionally;

WHEREAS, the City of Monroe desires to participate in the BBOR as a title sponsor by entering into a Cooperative Endeavor Agreement with the BBOR’s proprietor(s); and

WHEREAS, the CEA will serve a public purpose by promoting economic development, increasing tourism, and attracting events that showcase the City and enhance the quality of life of its residents; and

WHEREAS, the City will receive commensurate value under the CEA by ensuring that the BBOR continues to be hosted within the City, receiving the benefit of increased sales tax revenues to the City, and receiving promotional opportunities unique to the BBOR that will showcase the City both statewide and regionally.

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Isaac King D/B/A Justa Cowboy Association is attached hereto and made part hereof.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with Isaac King d/b/a Justa Cowboy Association.

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 June, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT
BAYOU BLACK OPEN RODEO

This Cooperative Endeavor Agreement (“CEA”), is made, entered into and effective as of August 15, 2024, by and between the City of Monroe (“City”), a municipality existing under the laws of the State of Louisiana, and Isaac King d/b/a Justa Cowboy Association (“Recipient”).

RECITALS

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

WHEREAS, the Bayou Black Open Rodeo (“BBOR”) is hosted annually at the Monroe Civic Center and draws participants and attendants from throughout the southern region;

WHEREAS, the BBOR promotes tourism, increases economic activity through retail purchases and overnight stays, provides vendor opportunities for local and regional small businesses, and provides access to sponsors and promotional opportunities both within the state and regionally;

WHEREAS, the City of Monroe desires to participate in the BBOR as a title sponsor; and

WHEREAS, this CEA and the provision of funds under this Agreement will serve a public purpose by promoting economic development, increasing tourism, and attracting events that showcase the City and enhance the quality of life of its residents; and

WHEREAS, the City receives commensurate value under this CEA by ensuring that the BBOR continues to be hosted within the City, receiving the benefit of increased sales tax revenues to the City, and receiving promotional opportunities unique to the BBOR that will showcase the City both statewide and regionally.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City of Monroe and Bayou Black Open Rodeo do hereby covenant and agree as follows:

I. Recipient’s Obligations

Recipient shall:

1. Host the 2024 Bayou Black Open Rodeo at the Monroe Civic Center on August 24, 2024;
2. Promote the City and its hotels, restaurants, and retail facilities to BBOR participants and attendees;
3. Identify the City as a title sponsor for the BBOR, and provide the City with the following benefits as a title sponsor:
 - a. Space to provide a City-banner or other City-related advertisement at the BBOR;
 - b. Forty (40) complimentary tickets provided to the City;
 - c. Inclusion and identification as a title sponsor in all media advertisements, including print, social media, television, and radio;
 - d. Booth space, if requested by the City, for promotions and giveaways;

- e. Entrance in the BBOR parade;
 - f. The opportunity for the Mayor, or his designee, to give the opening welcome at the BBOR;
 - g. Recognize the City as a title sponsor throughout the event.
4. Provide the City with report no later than October 1, 2024, documenting the estimated financial impact of the BBOR within the City, including: i) the number of attendees; ii) an estimate of the hotel, restaurant, and retail expenditures within the City; and iii) a description of any other economic impacts the rodeo had on the City; and
 5. Account for all funds received and spent under this CEA, which shall be provided to the City upon request.

II. City's Obligations

City shall waive the costs to stage, setup, and remove the rodeo dirt, including any customary charges incurred by Public Works for such services. The Agreement to waive such costs shall supersede any prior Agreement imposing such costs.

III. Auditor's Clause

The Louisiana Legislative Auditor and City auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. The Bayou Black Rodeo shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

IV. Cancellation

If the Bayou Black Rodeo breaches any of its obligations or commitments under this CEA and fails to cure any such breach within five (5) days after receiving such notice, the CEA shall be cancelled, and the funds disbursed under this CEA shall be fully reimbursed to the City.

THUS DONE, READ AND SIGNED in the presence of the undersigned legal and competent witnesses, in the City of Monroe, Ouachita Parish, State of Louisiana, on this ___ day of August, 2024.

WITNESSES:

Isaac King d/b/a Justa Cowboy Association

BY: _____

WITNESSES:

CITY OF MONROE

BY: _____
 Stacey Rowell, Director of Administration

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING AMENDMENT NO. EIGHT (8) TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONROE AND BURNS & MCDONNELL ENGINEERING COMPANY, INC., RELATED TO THE MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

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

WHEREAS, Amendment No. 8 to the Professional Services Agreement, a copy of which is attached hereto and made part hereof, further amends and modifies the existing agreements to provide for an updated scope of services for the project, including a Tracer Study and other additional engineering services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute Amendment No. 8 to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ENGINEER-CLIENT AGREEMENT

AMENDMENT No. 8

Date: July 24, 2024

NOW THEREFORE, THIS AMENDMENT No. 8 modifies the Agreement dated September 19, 2018 made by and between **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called CONSULTANT), and City of Monroe, Louisiana (hereinafter called CLIENT) for the following Project: Monroe Water Treatment Plant Expansion and Improvements Project. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended as follows, with underlined text showing changes and striken text showing deletions:

TASK 26 – WTP RERATING AND COORDINATION WITH LDH

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

26.1.1 CONSULTANT will provide up to eight personnel on-site for up to two weeks to conduct tracer study. Tracer study will include testing at two different plant flow rates as determined by LDH.

26.1.2 Tracer study plan will be developed with input from CLIENT staff. CONSULTANT will coordinate with LDH for approval of the tracer study plan. CONSULTANT will provide tracer chemical and the required equipment and operation to store, feed, and monitor the tracer chemical.

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

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

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

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

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

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

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

2. The following adjustments are made to the CONSULTANT's compensation:

Tasks 26 of the Scope of Services will be completed on a time and materials basis with a not to exceed limit of One Hundred Forty Thousand Dollars (\$140,000.00). Original funding from Task 26 will be applied to these tasks, in the amount of Forty-two Thousand Dollars (\$42,000.00). Therefore, Consultant's compensation will be increased by a total of Ninety-Eight Thousand Dollars (\$98,000.00).

A detailed estimate of the additional cost is included as Exhibit A. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on CONSULTANT's hourly labor billing rate plus reimbursable expense basis. Rates are shown in Exhibit B.

3. The time for completion of CONSULTANT's Services is adjusted as follows:

Task 26 is planned to be completed within 150 days after the Phase 2 Substantial Completion date for construction (8/9/2024), pending review timelines from LDH.

4. Other changes to the Agreement, if any, are stated below:

None.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

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

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

CLIENT: City of Monroe, Louisiana

**CONSULTANT: Burns & McDonnell
Engineering Company, Inc.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Amendment 8 Cost Breakdown

Activity No.	Description	BMcD Subtotal Labor Hours	BMcD Labor Cost	Professional Services (Subconsultants)	Expenses	Total Item Cost
26	Original - WTP Rerating and Coordination w/ LDH	40	\$ 9,660	\$ 30,870	\$ -	\$ 42,000
26.1	Tracer Study, Tech Memo, CT Calculations and LDH Coordination	26	\$ 6,264	\$ 15,030	\$ -	\$ 22,000
26.2	Filter High-rate Testing Plan, Data Review, Tech Memo, and LDH Coordination	14	\$ 3,396	\$ 15,840	\$ -	\$ 20,000
26	Revised - WTP Rerating and Coordination w/ LDH	40	\$ 9,660	\$ 129,500	\$ -	\$ 140,000
26.1	Tracer Study, Tech Memo, CT Calculations and LDH Coordination	40	\$ 9,660	\$ 129,500	\$ -	\$ 140,000
		0	\$ -			
Delta						98,000

Water Treatment CT Study (Tracer Study)
City of Monroe
June 25, 2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Thornton, Musso, & Bellemin, Inc. (TMB)					
1	Furnish and Install applicable plumbing for study	1	LS	\$ 2,000	\$ 2,000
2	Furnish necessary test equipment, reagents, glassware	1	LS	\$ 3,500	\$ 3,500
3	Furnish sample bottles	1	LS	\$ 2,500	\$ 2,500
4	Labor (4 technicians for up to 2 weeks @ \$100/hr) ¹	320	Hrs.	\$ 100	\$ 32,000
5	Travel, lodging, & dining expenses	1	LS	\$ 5,000	\$ 5,000
Waggoner Engineering, Inc.					
6	Labor (2 interns for up to 2 weeks @ \$50/hr) ¹	160	Hrs.	\$ 50	\$ 8,000
	Labor (1 technician for up to 2 weeks @ \$130/hr) ¹	80	Hrs.	\$ 130	\$ 10,400
7	Travel, lodging, & dining expenses	1	LS	\$ 4,300	\$ 4,300
8	Seal & Stamp CT Final Report to LDH	1	LS	\$ 800	\$ 800
Subtotal					\$ 68,500
Additional Items to be Provided by TMB					
A	Furnish and Install bulk chemical storage tank	1	LS	\$ 20,000	\$ 20,000
B	Furnish and Install chemical feed pump	1	LS	\$ 16,000	\$ 16,000
C	Furnish tracer study chemical	1	LS	\$ 25,000	\$ 25,000
Additional Subtotal					\$ 61,000
Project Subtotal					\$ 129,500
Original Budget Allocation (Tracer Study & Filter Re-Rating)					\$ (30,870)
Total Project Cost (City of Monroe Additional Allocation)					\$ 98,630

NOTES: a) The bulk of the increase in price lies in chemicals, chemical storage, and chemical feed appurtenances. Not included in original scope.
b) The most recent round of comments and on-site walk-through with the LDH increased the duration and complexity of the study.
c) The study is conservatively projected for up to two (2) weeks, not exceeding.
d) Labor will be billed at the rates above, noted in (), only for hours worked on-site.

¹ Labor breakdown below:
TMB (4 total technicians provided)
1 technician maintaining chemical feed system
1 technician pulling samples
2 technicians running samples

Waggoner (2 interns & 1 technician provided)
2 interns pulling samples
1 technician pulling samples



Thornton, Musso, & Bellemin, Inc.
WATER TREATMENT CONSULTANTS

(225) 654-4955
FAX: (225) 654-9533

Post Office Box 181
Zachary, LA 70791

June 21, 2024

Mr. Chandler Warren
Waggoner Engineering
10542 S. Glenstone Place
Baton Rouge, LA 70810

RE: Monroe CT

Chandler:

TMB appreciates the opportunity to present this proposal to you on behalf of the City of Monroe for a full plant CT study:

TMB responsibilities – all equipment is retained by the City:

- | | |
|--|----------|
| 1. Provide tank | \$20,000 |
| 2. Provide plumbing for pilot injection tie in | \$ 2,000 |
| 3. Provide pump for CT study | \$16,000 |
| 4. Provide CT tracer chemical | \$25,000 |
| 5. Provide necessary test equipment, reagents, and glassware | \$ 3,500 |
| 6. Provide sample bottles | \$ 2,500 |
| 7. Provide 4 people for up to 2 weeks to conduct tracer | \$32,000 |
| 8. Hotel/travel expenses | \$ 5,000 |
| 9. Provide 3-4 TMB personnel to assist with sampling and analyzing samples | |
| 10. Perform CT studies for both 91% of max flow (22 MGD) and average flow (16 MGD) | |
| 11. Provide report within 2 weeks upon completion of the CT study | |

Total if the City of Monroe keeps all equipment/reagents upon completion of tracer studies: \$106,000

Thornton, Musso & Bellemin, Inc.

Mr. Chandler Warren
Project Engineer
June 21, 2024
Page 2

TMB responsibilities – all equipment is retained by TMB:

1. Provide tank	\$15,000
2. Provide plumbing for pilot injection tie in	\$ 2,000
3. Provide pump for CT study	\$13,000
4. Provide CT tracer chemical	\$25,000
5. Provide necessary test equipment, reagents, and glassware	\$ 3,500
6. Provide sample bottles	\$ 2,500
7. Provide 4 people for up to 2 weeks to conduct tracer	\$32,000
8. Hotel/travel expenses	\$ 5,000
9. Provide 3-4 TMB personnel to assist with sampling and analyzing samples	
10. Perform CT studies for both 91% of max flow (22 MGD) and average flow (16 MGD)	
11. Provide report within 2 weeks upon completion of the CT study	

Total if the TMB keeps all equipment/reagents upon completion of tracer studies:
\$98,000

TMB expects a 3-4 week lead time to be able to have tank, pump, and chemical onsite.

Please let me know if you have any questions.

Thanks,



Rebecca Bellemin
Thornton, Musso & Bellemin, Inc.

Exhibit B



January 16, 2024

Mr. C. Morgan McCallister, P.E.
City Engineer
City of Monroe Engineering Department
802 N. 31st Street
Monroe, LA 71203

Revised Schedule of Hourly Rates
Project No. 110690

Dear Mr. McCallister:

As indicated in our existing agreement, Burns & McDonnell annually adjusts its Schedule of Hourly Rates for Professional Services.

Enclosed is our Schedule of Hourly Professional Services Billing Rates effective for services performed for the above listed projects for January 1, 2024 through December 31, 2024.

We thank you for the opportunity to continue serving you.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Cate".

Cliff Cate, P.E.
Client Manager

ACY/acy

Enclosure: MONROE_2024A

cc: Rachel Drain, WTR
Arthur Holland, Monroe
Accounting

Schedule of Hourly Professional Service Billing Rates for Burns & McDonnell

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$86.00
Technician*	6	\$108.00
Assistant*	7	\$124.00
	8	\$168.00
	9	\$196.00
Staff*	10	\$224.00
	11	\$240.00
Senior	12	\$268.00
	13	\$296.00
Associate	14	\$305.00
	15	\$306.00
	16	\$310.00
	17	\$316.00
Resident Project Representative	1	\$184.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown for hours charged to the project beyond 40 hours per week.
3. Project time spent by corporate officers will be billed at Level 17 rate.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.
8. RPR Hourly Billing Rates are inclusive of per diem expenses.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING CHANGE ORDER NO. FIFTEEN (15) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 15 will increase the contract amount for the Water Treatment Plant Renovation and Expansion Project by \$136,528.75 and add 42 additional calendar days to contract time; and

WHEREAS, Change Order No. 15 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 Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 15 for the Water Treatment Plant Renovation and Expansion Project.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



July 30, 2024

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

Re: Monroe WTP Renovation and Expansion Change Order Recommendation
Change Order 15
City PN 18WTR038, BMcD PN 110690

Dear Mr. McCallister:

Max Foote Construction Company submitted the following change requests.

- Building Code Requirements
- Trace Electrical Circuits and Contract Extension for Copeland Electric
- Extend BW Pump Baffle Wall and Pipe Support
- Electrical Room Conduit Material
- Add Base in Existing Building
- Misc Piping Additions and Changes
- Remove Concrete Duct Bank from Milled Areas
- Credit for Concrete Repair at Existing Clearwell
- Request for Additional Time Due to Change Orders
- Add Solenoid Valve to Caustic Injection Piping
- Modify HVAC Balance to Control Room
- North Entry Road Modifications
- Correction to Change Order 14

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



Morgan McCallister
City of Monroe
July 30, 2024
Page 2

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

Burns & McDonnell believes the changes to be appropriate and recommends City approval. If you or your staff should have any questions, please feel free to contact me at (816) 743-4776 or at ridrain@burnsmcd.com.

Sincerely,

A handwritten signature in cursive script that reads "Rachel Drain".

Rachel Drain, PE
Project Manager

JNW/JNW

Attachments – Change Order 13, Change Requests

cc: Daren Johnson, City of Monroe
Sean Benton, City of Monroe
Arthur Holland, City of Monroe
Derek Sanders, Waggoner Engineering
Jenny Warren, Burns & McDonnell



CHANGE ORDER 15
For Contract between Owner and Contractor

Project Name: Monroe WTP Renovation and Expansion BMcD Project No. 110690
 Owner: City of Monroe Client Project No. 18WTR038
 Contractor: Max Foote Construction Company, LLC Contract No. _____

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

1. Modifications due to Building Code Requirements – Addition of \$3,285.83 and 0 days.
2. Trace of Electrical Circuits and Contract Extension for Copeland Electric – Addition of \$13,365.29 and 0 days.
3. Extension Backwash Pump Baffle Wall and Addition of Pipe Support – Addition of \$7,746.00 and 0 days.
4. Electrical Conduit Material Substitution – Deduct of \$2,661.90 and 0 days.
5. Addition of Base in Existing Building – Addition of \$3,385.37 and 0 days.
6. Miscellaneous Piping Additions and Changes – Addition of \$17,301.00 and 0 days.
7. Removal of Concrete Duct Bank from Milled Areas – Addition of \$7,596.00 and 0 days.
8. Credit for Concrete Repair at Existing Clearwell – Deduct of \$12,842.00 and 0 days.
9. Request for Additional Time due to Change Orders – Addition of \$0.00 and 21 days.
10. Addition of Solenoid Valve to Caustic Injection Piping – Addition of \$3,941.00 and 0 days.
11. Modifications to HVAC Balance to Control Room – Addition of \$1,762.00 and 0 days.
12. Modifications to North Entry Road – Addition of \$93,753.00 and 21 days.
13. Correction to Change Order 14 – Deduct of \$102.84 and 0 days.

Attachments: Change Request Documentation

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

The revised Contract Price is:

Original Contract Price	\$ 46,640,000.00
Total net amount of all previous Change Orders	(+ or -) \$ 2,211,775.24
Total net amount of all previous variable quantity adjustments	(+ or -) \$ 0
Total net amount of this Change Order.....	(+ or -) \$ 136,528.75
Current Contract Price, including this Change Order	\$ 48,988,303.99

The revised Contract Time is:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s).....	8/1/23 and 1/29/24	3/15/24
Total net time adjustment* of all previous Change Orders(+ or -)	149	149
Total net time adjustment* of this Change Order.....(+ or -)	42 (Phase II only)	42
* Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other _____		
Current Completion Date(s), including this Change Order	10/26/23 and 8/9/24	9/23/24



01/01/2015 Form CO-2

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

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

OWNER

CONTRACTOR

Max Foote Construction Company

By _____

By [Signature]

Date _____

Date 7/30/2024

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

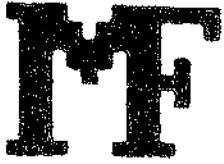
Rachel Davis

By _____

Date 7/30/2024

Change Order 15

Item #1 – Change Request #103: Building Code Requirements



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

May 7th, 2024

Burns & McDonnell Engineering Company
9400 Ward parkway
Kansas City, Mo 64114

Attn: Jenny Warren

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Change Item #103 – Building Code Requirements

Dear Ms. Warren,

This change order proposal includes additional work that was performed in order to comply with building and fire code requirements. I have attached communication from United Automations and Schindler Elevator that discuss these code requirements. The details of these changes are explained below.

Item #1 - Add Smoke Detector in Elevator Hoist way

- Please reference RFI 209 response and follow up email correspondence from the construction team and elevator manufacturer.
- This work was previously performed to meet the code requirement and pass all building and fire inspections

Item #2 - Add Audible Device for Fire Alarm System

- RFI 223 was submitted after discussions with Building Officials in order to conform to the Fire alarm and sprinkler codes.
- Burns & McDonnell was notified of this requirement and suggested that this change was not warranted and could be installed as shown on the plans. After further research, we have produced the requirement that changed the condition of the contract drawings and required additional work to be performed.
- This work was previously performed to meet the code requirement and pass all building and fire inspections.

Total price for consideration is \$3,285.83.

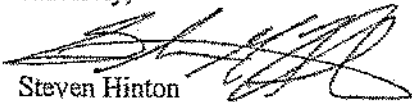
Cost Breakdown

Copeland Electric:	\$ 3,075.83
Bond:	\$ 25.00
Insurance:	\$ 31.00
Contractor OH&P:	\$ 154.00

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8569
FAX (985) 624-8580

This proposal does not include DBE participation. Work is being performed by Copeland Electric and United Automations who are not DBE contractors.

Sincerely,


Steven Hinton
Project Manager

Cc: Rachel Drain, PE
Margee Jardine
Gary Braddock

Attachments:

- Email Correspondence for Fire Alarm Addition
- Copeland Electric Proposal for Fire Alarm
- Email Correspondence for Sprinkler Alarm Addition
- Copeland Electric Proposal for Sprinkler Alarm Circuit

File: 331- Change Orders

Request for Information

Monroe WTP Renovation and Expansion Project

RFI Number:	331-209		
RFI Subject:	Fire Alarm Devices for Elevator Equipment – ECN 006		
Reference Spec.:	N/A	Reference Drawing:	FA401 & ECN 006
RFI Question:	<p>See attached ECN 006, Change item #8 that was approved in change order number 5, and email correspondence from Copeland Electric.</p> <p>Based on the outcome of United Automation coordination with Schindler, the smoke detectors deleted in ECN 003 appear to be required. I know there was much conversation regarding the adds and deducts surrounding the Elevator Manufacturers requirements and could not find anything specific pertaining to the smoke detectors. Please review and provide direction regarding the need for the referenced smoke detectors.</p>		
Submitted by (GC):	MFCC	Date:	8/31/2023
Submitted by (SUB):		Date:	
Rec'd by (Eng.):		Date:	
RFI Response:	<p>Per NFPA 13 (2013 ed.) 8.15.5.6 and 8.15.5.7.2, sprinkler protection is not required in the elevator hoistway. According to NFPA 72 (2013 ed.) 21.3.6, smoke detectors shall not be installed in unsprinklered elevator hoistways unless they are installed to activate the elevator hoistway smoke relief equipment. Since there is no elevator hoistway smoke relief equipment as part of this project, it is understood smoke detection is not required in the elevator hoistway. Additionally ASME A.17.1 (2013 ed.) 2.27.3.2.1(c) only requires smoke detection in elevator hoistways when sprinklers are required in those hoistways. Please provide code requirement for smoke detection in elevator hoistway.</p> <p>Camden Knoff Burns & McDonnell 09/05/2023</p>		
Resp. by (Eng.):		Date:	
Distribution:	Jenny Warren, EIT – Burns & Mc Rachel Drain, PE – Burns & Mc	Others:	

PART OF RFI 209 - FOR REFERENCE ONLY



Engineering Change Notice

**City of Monroe, Louisiana
 Monroe Water Treatment Plant – Renovations and Expansion
 City Project Number 18WTR038
 BMcD Project Number 110690**

<p>Notification From: Kerrie Greenfelder Burns & McDonnell</p> <p>Issued To: Steven Hinton Max Foote Construction Company, LLC 225 Antibes Street West Mandeville, LA 70448</p>	<p>Engineering Change Notice: ECN 006 Initial Notification By: S. Hinton Date of Notification: 11/3/21 Approved by Owner: N/A Date Approved by Owner: N/A Issued to Contractor By: J. Warren Date Issued to Contractor: 11/12/21</p>
<p>Subject: Filter/Admin Building Elevator – Removal of Sprinklers and Smoke Detection</p>	
<p>Drawing Reference: FA401, FA402, FA403, FX401, FX402, FX403</p>	
<p>Specification Reference: 21 13 13, 28 31 00</p>	
<p>Reason for Change (Check all that apply): <input checked="" type="checkbox"/> Modify current detail or spec <input type="checkbox"/> Addition to current documents</p>	
<p>Description - Initial Notification of Issue: Contractor requested Engineer review the need for sprinkler protection and smoke detection in the elevator hoistway based on fire rating of supplier-provided traction suspension system.</p> <p>Description – Issued to Contractor: Contractor provided evidence of elevator polyurethane-coated steel belt having the equivalent of FT-1 rating when tested to the requirements of UL 1581 as detailed in NFPA 13 (2013 ed.) §8.15.5.7. Engineer has agreed that based upon this information, smoke detection may be omitted from the top of the elevator hoistway and sprinkler protection may be omitted from the top and bottom of the elevator hoistway in accordance with NFPA 13 §8.15.5.3, NFPA 72 (2013 ed.) §21.3.6 and ASME A17.1 (2013 ed.) §2.27.3.2.1. This ECN is notification of this change.</p> <p>CONTRACT DRAWINGS:</p> <ol style="list-style-type: none"> 1. <u>FA and FX drawings</u> <ol style="list-style-type: none"> a. FA401: Remove smoke detector from elevator hoistway and associated flow and tamper switches. Remove Keyed Notes 4 and 5. b. FA402: Remove tamper switch and Keyed Note 1. c. FA403: Remove elevator hoistway flow switch and elevator hoistway smoke detection inputs and associated outputs from the functional matrix. Remove associated schematics and keyed notes from the one-line diagram. d. FX401: Remove elevator hoistway zone control valve assembly detail and Keyed Note 3. e. FX402: Remove control valve detail and Keyed Note 1. f. FX403. Remove details F2 and H9. 2. Specifications <ol style="list-style-type: none"> a. 21 13 13: Remove sections 2.12.B.4.c and 3.14 b. 28 31 00: Remove references to elevators in section 3.05.H. 	
<p>Total number of pages, including any revised drawings and specifications: 1</p>	



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

PART OF RFI 209 - FOR REFERENCE ONLY

March 24, 2022

Burns & McDonnell Engineering Company
9400 Ward parkway
Kansas City, Mo 64114

Attn: Jenny Warren

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Change Item #8 – Electrical Changes Required per Elevator Requirements & Sprinkler system changes per ECN006 – Revision 1

Dear Ms. Warren,

As a result of the conference call that took place on November 3rd, 2021 at 2pm, the below is a summary from Copeland Electric of changes that are required from the contract documents to satisfy the requirements of the Elevator Manufacturer.

1. The drawings and specs call for a shunt trip breaker feeding the elevator. However, it does not specify that the breaker needs a set of Aux contacts as stated in the elevator submittals. Add Aux Contacts.
2. The elevator submittal requires for (3) disconnecting means for the main elevator power. A shunt trip circuit breaker, a fused disconnect in the electric center and a non-fused disconnect at the elevator hoist way. It also specifies that each of the (3) devices are required to have a set of Aux contacts so that the state of each switch can be monitored. Our original proposal included a shunt trip breaker to feed the elevator along with that conduit and wire. The additional disconnects as well as the added conduit that will be required was not in our original proposal. Also, the conduit and wire required for the Aux contact circuit was not included.
3. The elevator submittal requires a fused disconnect for the 120V lighting circuit to the elevator car. Our original proposal included a 120V breaker and feeder for the car lights but it did not include a separate fused disconnect and the additional conduit and wire that will be required.

In reference to the electrical changes for ECN006, the credit for smoke detector FA401 and tamper switch FA402 was offset by the additional design cost and drawing changes required by United Automations thus resulting in a no cost change from United Automation. American Fire Protection has provided a deduct for deleting the sprinklers in the elevator shaft and associated piping as per the attached email.

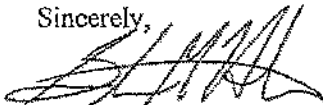
PART OF RFI 209 - FOR REFERENCE ONLY

Total additional cost for the changes required by the elevator manufacturer and all work related to the changes made in ECN 006 is **\$7,951.00**.

Copeland Electric: \$8,014.00 (See attached proposal)
American Fire Protection: (\$552.00) Deduct (See attached email)
MFCC OH&P 5%: \$373.00
Bond: \$47.00
Insurance: \$69.00

Please review and let me know if you have any questions or need additional information. Due to product volatility, availability, and rising costs of material, the above pricing is firm for 14 days.

Sincerely,



Steven Hinton
Project Manger

Cc: Rachel Drain, PE
Margee Jardine
Louis Garms

Attachments:
Copeland Electric Proposal
Email From American Fire Protection
ECN006
Excerpt from Elevator Submittal and Drawings

File: 331- Change Orders

PART OF RFI 209 - FOR REFERENCE ONLY

COPELAND ELECTRIC COMPANY, LLC.

Residential - Commercial - Industrial

(318) 322-9865

Fax (318) 322-3329

P.O. Box 4051 Monroe, Louisiana 71211

February 22, 2022

Revised March 17, 2022

Mr. Steven Hinton
Max Foote Construction Co. LLC
225 Antibes Street West
Mandeville, LA 70448

RE: MWTP C/O # 2 Elevator Requirements
RFI #

Steven

We propose to furnish all supervision, labor, materials, equipment, license and insurance for the following scope of work:

- Add aux contacts to shunt trip breaker in panel WTP-ADM-PNL-0331 cir. # 19
- Add 3 pole 480v fused disconnect (*NI*) with aux contacts identified as (JH).
Include fuses.
- Add 3 pole 480v non fused disconnect (*NAXSS*) with aux contacts identified as (JH1)
- Add 2 pole 208v fused disconnect (*NI*) for cab lights. Include fuses.
- Provide submittals as needed
- Furnish and install conduit and cable as needed
- Terminate all conductors
- Provide SCCR information to ensure available fault current does not exceed 5000amps at the service switch. Label disconnect accordingly.
- Include fuse sizes and types in coordination study
- Delete smoke detector FA401
- Delete tamper switch FA402
- *No deduct from United Automation. It cost more money to change drawings than the devices were worth.*

PART OF RFI 209 - FOR REFERENCE ONLY

Page 2

This is a lump sum proposal for \$8,014.00

Breakouts:

Labor	\$3,510.00
Materials	\$ 545.00
Square D	\$2,345.00
Equipment	\$ 421.00
OHP	\$1,193.00
Fire alarm	-0-

Please call if I can be of further assistance
Regards
James Canizaro

PART OF RFI 209 - FOR REFERENCE ONLY

From: [Bryan Turner](#)
To: [Steven Hinton](#)
Subject: wtp elevator sprinkler deletion
Date: Thursday, February 24, 2022 8:47:42 AM

Hey Steven, I got tied up yesterday until late. Do you want me to send you a deductive CO on our letter head or can you use this email. The deletion of the sprinklers in elevator is \$552.00. This equates to 2 hours of labor, materials (1in pipe/fittings). I spoke with Tim and he said he can be out there tomorrow. Just give him a shout today some time, this will give him some time to schedule.

Thanks a million!

BT

Bryan Turner | American Fire Protection Group - Monroe | Contract Sales | D: 318-855-1339 |
Office: 318.388.2345 | Cell: 318-602-9036 | 1022 N. 4th Street| Monroe, LA 71201 | F: 318-450-4357 |
www.afpgusa.com
A Division of American Fire Protection Group, Inc.

PART OF RFI 209 - FOR REFERENCE ONLY

08/02/2021
Schindler Elevator Corporation
Elevator Power Data

Job Name: Monroe WTP Expansion	GO#: P3200
	Unit(s): 01
2401 N 10th St	Capacity: 3000 lbs
Monroe, LA 71201	Speed: 150 fpm
	Building Voltage: 480 VAC
Sales Office: 9670	Product Code: 451
Installing Office: 9670	Travel: 26 ft10 in

A. Coordination: All electrical equipment placement and installation shall be coordinated with the Local Schindler Superintendent prior to Schindler manning the jobsite.

B. Elevator Equipment Power

1. (JH): The Elevator Disconnecting means:

- Shall be an enclosed, externally operable, motor circuit switch, shall be listed and lockable in the open position in accordance with NFPA 70.
- Shall be supplied and located in a building utility space outside the hoistway due to the Motor Controller being located in the Elevator Hoistway. One disconnect is required for each elevator. A label on the disconnect is required stating location of the supply side (feeder) overcurrent protection device in accordance with NFPA 70.
 - a. 480 Volts; 3 Phase; 60 Hz
 - b. Balanced Wye line to line, 3 wire & a Ground (no neutral)
 - c. Must be within +/- 10% of the specified voltage.
 - d. 3% maximum phase to phase fluctuation.
 - e. Cannot be a Delta wiring scheme
 - f. SCCR rating of equipment 5000 Amps. Refer to SCCR section in Appendix
 - g. SCCR rating label required NFPA 70. Refer to SCCR section in Appendix
 - h. Current Consumption by System
 - Accelerating (non-continuous) <3.5 Secs: 14.7 Amps
 - Running (non-continuous) < 0.1 Sec Max. Run Time: 12.8 Amps
 - i. Elevator Motor Controller Horsepower Demand
 - 13.6
 - j. Current Regeneration back to the Building
 - Decelerating (non-continuous) <3.5 Sec: 2.4 Amps
 - Running (non-continuous) < 0.1Sec Max. Run Time: 3.5 Amps
 - k. Fuse Size, Sized by GC
 - System Running Current at Constant Speed 12.8 Amps
 - Recommended Receptacle Rating based on fuse size
 - Dual element time delay characteristic recommended
 - l. Feeder size based on Secondary Fusing (reference Autotransformer Section above if present) of Transformer or Building Fuse Size (3 ungrounded conductors & an equipment grounding conductor) in accordance with NFPA 70.

PART OF RFI 209 - FOR REFERENCE ONLY

- m. Auxiliary dry contact for Evacuation in accordance with NFPA 70:
 - Dry contact closes when Switch turns circuit ON
 - Wiring, in separate conduit, to terminals located in Test and Inspection Panel on Floor 3 located in Controller (LDU) or RCC cabinet in Machine Room/Closef

Note: Shunt Trip Circuit Breaker Required When Sprinklers are Present: The Electrical contractor shall provide a shunt trip circuit breaker for the elevator main line power conductors in order to remove power from elevator controls upon or prior to the application of water from any sprinkler located in any elevator machine room/space, control room/space and hoistway overhead in accordance with ASME A17.1. The shunt trip circuit breaker shall be installed in accordance with NFPA 70 and local regulations.

- Shunt trip shall also have an auxiliary dry contact for Auto-Evacuation when provided as required by NFPA 70.
- Refer to diagram at end of document

2. **(JH1) Non-Fused Disconnect:**

- The additional enclosed, externally operable, non-fused motor circuit switch: Shall be listed and lockable open in accordance with NFPA 70
- Shall be supplied and located at the top of the Elevator Hoistway in the space designated on the Layout Drawings and within sight of the motor controller. One switch is required for each elevator. A label on the disconnect is required stating location of (JH) the branch circuit overcurrent protection device. In accordance with NFPA 70 and local regulations:
 - a. 480 Volts; 3 Phase; 60 Hz
 - b. Feeder size based on fusing size of Elevator Disconnecting Means (JH) (3 ungrounded conductors & an equipment grounding conductor) in accordance with NFPA 70 and local regulations.
 - c. Wire from Motor Circuit Switch to Schindler Equipment
 - d. Wire from Motor Circuit Switch to TSU (TSU provided by Schindler in Hoistway)
 - e. Feeder size to match incoming feeders to motor circuit switch
 - f. Auxiliary dry contact for Auto-Evacuation (when provided) in accordance with NFPA 70.
 - g. Dry contact closes when Switch turns circuit ON
 - h. Wiring, in separate conduit, to terminals located in the Test and Inspection Panel located on Floor 3
the Controller (LDU) Floor.

3. **Receptacles:**

GFCI (Ground-Fault Circuit Interrupter) type receptacles shall be provided in all elevator pits and machinery/control spaces inside the hoistway. All receptacles in elevator machine rooms, machinery spaces, control rooms and control spaces outside the hoistway shall be provided with ground-fault circuit interrupter protection in accordance with NFPA 70.

C. **Lighting:**

1. Elevator Machine Rooms, control spaces, and test and inspection panel location Requiring Lighting: ASME A17.1 requires the minimum level of illumination measured at the floor to be 19fc.

PART OF RFI 209 - FOR REFERENCE ONLY

- See layouts for details of size and location requiring lighting.
2. **Elevator Pits Required Lighting:** ASME A17.1 requires the minimum level of illumination measured at the pit floor to be 10fc. The location shall be determined after coordination with the elevator contractor so that the light fixture(s) are located out of the way of all elevator equipment.
 - See layouts for details of size and location requiring lighting.

D. **Receptacles and Switches:**

1. **Sump Pump Receptacles:** A receptacle for a sump pump shall be required in all elevator pits for the elevator pit if provided with a sump pump. A single receptacle supplying a permanently installed sump pump shall not require ground-fault circuit-interrupter protection in accordance with NFPA 70.
2. **Elevator Machine and Control Rooms Light Switch Requirement:** Light switches shall be required in all elevator machine and control rooms adjacent to the jamb side of the machine room entry door, where practicable in accordance with NFPA 70 and ASME A17.1.
3. **Elevator Machinery Space Light Switch Requirement:**
 - (overhead) at the point of entry in accordance with NFPA 70 and ASME A17.1
 - Provided at point of entry on strike side (lock-jamb) of door at top floor.
 - See layouts for location detail.
4. **Elevator Pit Light Switch Requirement:** The pit switch shall be a minimum of 18 inches above the elevator lowest landing doorsill and adjacent to (not behind) the pit access ladder in accordance with NFPA 70 and ASME A17.1.
 - See layouts for location detail.

E. **Grounding:**

An equipment grounding conductor shall be supplied from the elevator main line disconnecting means and controller to the MCC and building ground-in accordance with NFPA 70 Article 250.

F. **Additional Disconnects:**

1. **(JA) Hoistway Alarm**

- A lockable disconnect is required per NFPA 70.
- Alarm Bell draw is 0.065A
- Can be combined with disconnect for other auxiliary equipment, such as security systems, independent in-car information display,

G. **Branch Circuits:**

1. **Car Lighting Disconnect:**

A separate branch circuit shall supply the car lights, receptacle(s), auxiliary lighting power source, and ventilation on each elevator car. The disconnecting means shall be an enclosed, externally operable, fused switch or circuit breaker that is lockable open and shall be located in the machine room or control room for that elevator car. Where there is no machine room or control room, the disconnecting means shall be located

PART OF RFI 209 - FOR REFERENCE ONLY

in the building utility space outside the hoistway that is readily accessible to only qualified persons.

- Wiring from Car Lighting Disconnect to the Test and Inspection Panel (LDU).

2. 2 Separate Circuits for Elevator Pit:

The elevator pit shall have a separate branch circuit supplying pit lighting and receptacle(s) and shall be permitted to have another for the pit sump pump when one is provided in accordance with NFPA 70 (Does not interface with Schindler equipment).

- See layouts for location detail.

3. 2 Separate Branch Circuits for Machinery Space Lighting and Outlets in the Elevator Overhead:

The overhead machinery space shall have separate branch circuits supplying the machinery space lighting and receptacles in accordance with NFPA 70 (Does not interface with Schindler equipment).

H. **Inspection and Test panel:** where provided shall be lit by permanently installed electric lighting with a level of illumination of at least 200 lx (19 fc) at the floor level. A switch placed inside or close to the enclosure shall control lighting of the enclosure in accordance with ASME A17.1 and NFPA 70.

I. GFCI type receptacles, light fixtures and light switches:

1. Are required in elevator overhead machinery spaces located in the hoistway that requires "full body entry" (as defined by elevator code).
2. Are required in machinery spaces outside the hoistway.
 - See layouts for location detail.

J. **Electrical Component NFPA Clearances:** Clearances around all electrical equipment in the elevator machine room shall comply with NFPA 70 electrical clearances requirements. The electrician's work and equipment placement shall be coordinated with the elevator contractor's equipment placement.

K. **Electrical Piping Runs:** All electrical piping runs provided by the electrical contractor and elevator contractor to the elevator equipment shall be run overhead or in a manner which does not restrict access to and around any equipment.

L. **Emergency Phone and Data Line:** Conduit shall be provided by electrical contractor in all elevator machine rooms to the elevator controller. Electrical contractor shall provide electrical conduit for both the emergency elevator phone and required data line to the elevator machine room, to the elevator controller, and terminated on the elevator controller with coordination from the elevator contractor. The building shall provide:

1. Wiring of Phoneline to the Test and Inspection Panel (LDU) or RCC cabinet

M. Fire Control Panel Smoke Detector relays:

(Primary, Secondary & Fire Hat) mounted within 3 ft. of Inspection and Test Panel (LDU) or control cabinet (RCC). Additional Smoke Detector relays in addition to the three (3) mentioned may be necessary depending on job site conditions. To be coordinated with Schindler.

- Wiring from Smoke Detector Relays to Inspection & Test Panel (LDU)
- NC, dry contacts required

PART OF RFI 209 - FOR REFERENCE ONLY

N. Heat Detector (if applicable):

1. Located within 2 ft of hoistway sprinkler head
2. Wiring from Heat Detector to Shunt Trip Breaker (if applicable; does not interface with Schindler equipment unless in Detroit)

O. Installation Power:

1.
 - a. Temporary power supply for installation work. (220 V, 1 phase, 50/60 Hz, 20 Amp power supply, GFCI protected w/Time-Delay fuse);
2. This requires coordination with Schindler to determine which is applicable

P. Heat Emissions:

1. Hoistway – 2930 BTU/Hr
2. Hallway – (LDU – Inspection & Test panel only) – 600 BTU/Hr

PART OF RFI 209 - FOR REFERENCE ONLY

Appendix

SCCR Information to include in this document

The SCCR rating of elevator equipment is 5000 Amps, contractor to ensure that the available fault current of the building supply at the service switch does not exceed this value (Per NFPA 70). Contractor to include a label

(Please see figure 2-Sample Label Example) that identifies the Max Available Fault Current onto Disconnect. ** See note 1 of Figure 1-SCCR Diagram. In addition, we require a hard copy of the manufacturers Fuse Chart and rating verifying the SCCR meets requirements.

Per NFPA 70, the service switch should be legibly marked with Apparent RMS Symmetrical fault current supplying the Elevator Equipment. ** See note 3 of Figure 1-SCCR Diagram.

Local Electrical Contractor must provide building SCCR Current calculations as well as Fuse Chart and rating to prove compliance with 5KA elevator equipment rating for the supplied fuse. ** See note 2 of Figure 1-SCCR Diagram.

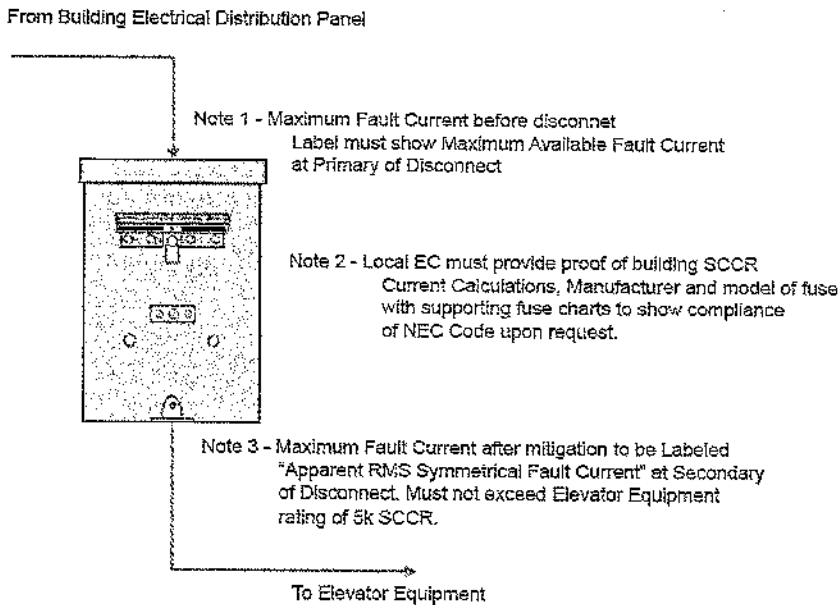


Figure 1- SCCR Labelling Diagram

Maximum available fault current _____ A Electrical Firm / Electrician: _____ Date: _____
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Figure 2: Sample Label

PART OF RFI 209 - FOR REFERENCE ONLY

SHUNT TRIP CONTROL WIRING DIAGRAM

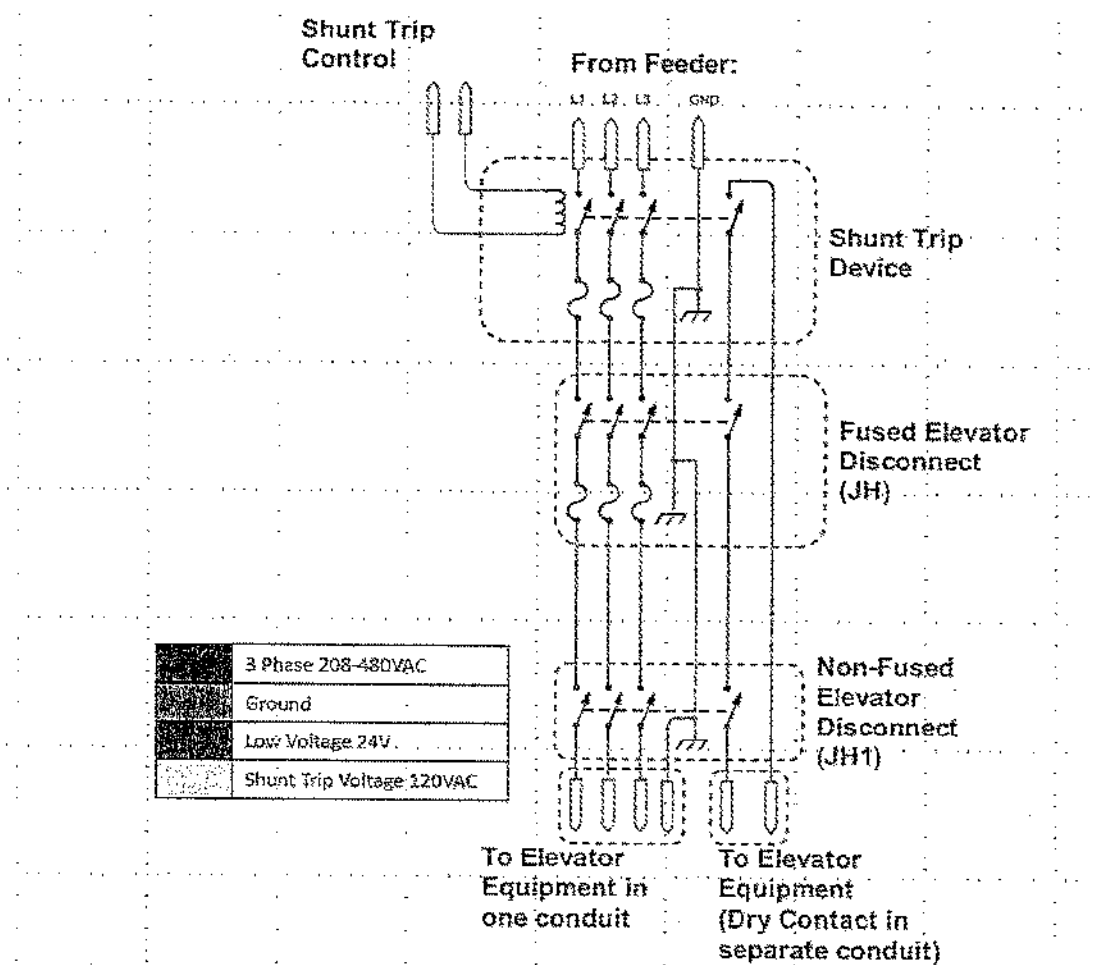


Figure 3: Shunt Trip Wiring

PART OF RFI 209 - FOR REFERENCE ONLY

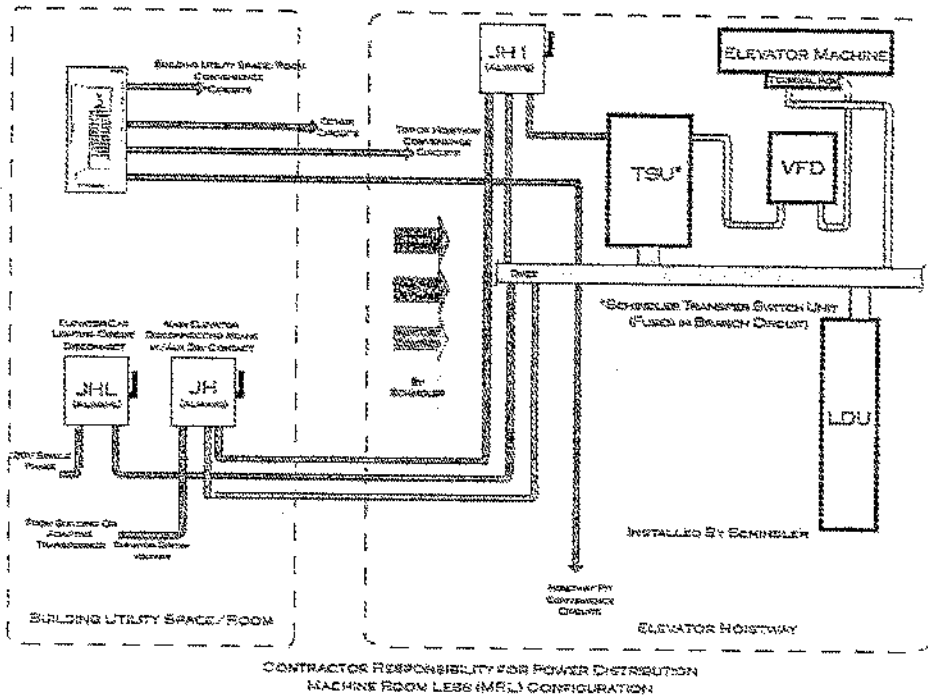


Figure 5.
See Layouts for exact location of equipment in Overhead and pit.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY MAX FOOTE CONSTRUCTION COMPANY FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT (PHASE 2 OF 2) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Max Foote Construction Company on the Water Treatment Plant Renovation and Expansion Project (Phase 2 of 2) 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 Max Foote Construction Company on the Water Treatment Plant Renovation and Expansion Project (Phase 2 of 2) is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Water Treatment Plant Renovation and Expansion Project (Phase 2 of 2) 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 August 2024.

CHAIRPERSON

CITY CLERK



MAX FOOTE
CONSTRUCTION CO., LLC

GENERAL CONTRACTORS

August 1st, 2024

Burns & McDonnell Engineering Company
9400 Ward parkway
Kansas City, Mo 64114

Attn: Rachel Drain

Re: Monroe Water Treatment Plant Renovations and Expansion

Subject: Request for Project Substantial Completion

Dear Ms. Drain,

As a continuance of the Partial Substantial Completion Request submitted on November 20th, 2023, Max Foote Construction Company has completed the following work.

- New Chemical Building – Phase II Equipment
 - o Chlorinators 3, 4, 5, 6, 9 and 10 required in Phase II (March 15th, 2024)
 - o Ammoniators 2, 3, and 4 (March 15th, 2024)
- New Admin Building Remaining Items:
 - o Exposed Duct Work (November 30th, 2023)
 - o Exhaust Fan ADM 4441 Damper and Motor (March 20th, 2024)
 - o Access Control (October 26th, 2023)
- Caustic Process Piping Heat Trace and Insulation (January 12th, 2024)
- Train 2 upgrades (Place in use on January 22nd, 2024)
- Train 1 upgrades (Placed in use on March 15th, 2024)
- Existing Filter Gallery Piping and Valves (Placed in use on March 15th, 2024)
- New Vertical Turbine Backwash Pump (Placed in Use on May 8th, 2024)
- New Laboratory including all equipment (Placed in Use on March 1st, 2024)
- Phase II Electrical Upgrades (Powered up and placed in use on May 20th, 2024)
- Phase II HVAC Equipment (Placed in use on May 20th, 2024)
- Phase II Architectural Upgrades Complete (June 3rd, 2024)

In following with these facilities and this work being checked out, commissioned, placed into service on the dates noted above, MFCC considers the work to be substantially complete on August 9th, 2024 and request that the substantial completion certificate be issued. We ask that all associated warranties for this portion of the project and related equipment and components as noted above commence on the dates noted above.

A punch list was performed on June 3rd by the Engineer. The majority of the punch list items have been completed to date and are in the process of being closed out on the project management website. As of July 29th, the punch list items listed below are open on the punch list tracking website and are not complete.

- Item 53 is in regard to the Aerator Splashing Issue. The Aerators were placed in service as each treatment train was brought online. Additional parts were required to be designed and added to the Aerators to reduce the splashing. MFCC considers this a warranty item and is working to correct the issues with the manufacturer.

POST OFFICE BOX 1208 MANDEVILLE, LOUISIANA 70470-1208 (985) 624-8589
FAX (985) 624-8580

- Item 966 is for asphalt correction. The asphalt subcontractor is correcting this issue the week of July 29th.
- Item 981, 982, and 983 are for sealing cracks at a catch basin, curb and gutter, and concrete near the north entrance gate. This work will be completed the week of July 29th.
- Item 982 is for sealing cracks in concrete near the North Entrance Gate. This work will be completed the week of July 29th.
- Item 984 is for correcting a section of sidewalk at the New Chemical Building. This work will be completed the week of July 29th.
- Item 985 is for reworking the site grade near the New Chemical Building so it will not hold water. This work will be completed the week of July 29th.
- Item 986 is for replacing Mortar at the base of the split face block on the New Chemical Building. This work will be completed the week of July 29th.
- Item 987 is for repairing Area Catch Basin #6. This work will be completed the week of July 29th.
- Item 988 is for removing Hydraulic Fluid from the rear parking lot. This work will be completed the week of July 29th.

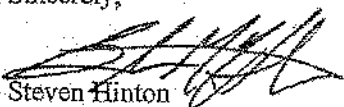
Below is a list of work scope items that are not complete. These items do not impede the Owners ability to utilize the facilities for its intended purpose but are currently being addressed:

1. The north access road, final asphalt paving. Planning for this activity is currently underway after receiving verbal approval from the Owner to move forward with the change order associated with this work. This work is planned to be completed no later than August 9th, 2024, weather permitting.
2. Grassing and Landscaping. This work consists of sod that was added via change order and hydroseeding the remaining site. This work is underway and is planned to be completed no later than August 2nd, weather permitting.
3. Turn over of final documents including As-Built drawings, Warranty documentation, and other associated close out documents per the specifications.

When the remaining work items noted above are completed, MFCC will request a final walkthrough and inspection be performed on these areas and corrections will be made at that time if any are required.

If you have any questions, please let me know.

Sincerely,


Steven Hinton
Project Manager

Cc: Gary Braddock - Project Superintendent
File: 331 - Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONTRACTOR: Max Foote Construction Company
CONTRACT FOR: Water Treatment Plant Renovation and Expansion
CONTRACT DATE: June 25, 2021
DATE OF SUBSTANTIAL COMPLETION: August 9, 2024
TO: City of Monroe and Max Foote Construction Company

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 is not 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. All items on the aforementioned lists 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 in the attached documents. The responsibilities between the Owner and the Contractor for maintenance and utilities shall be as set forth in the contract.

C. Morgan McCallister, P.E.

City of Monroe Date

The contractor accepts the above Certificate of Substantial Completion.

Max Foote Construction Company Date

OWNER'S CERTIFICATE OF ACCEPTANCE

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

CITY OF MONROE

Stacey Rowell, Director of Administration Date

ID	Title	Status	Description	Assigned to	Issue owner	Created on	Location	Location details	Required for Substantial Completion?	Created by
#53	Process Phase 1 Punch List New Treatment Train (#3)	Open	Ensure cascading aerators are free of debris, contain slashing accordingly	Max Foote Construction	Jennifer (Jenny) Warren Burns & McDonnell	45197.39777	New Treatment Train (#3)		no	tthompson thompson Manchac Group
#966	Correct asphalt work at catch basin in back parking lot	Open	Asphalt around catch basin needs to be corrected. Asphalt has formed a depression which created a lip at the catch basin. Water cannot flow into catch basin properly and birdbaths at the basin.	Max Foote Construction	Brian Roberts Denmon	45449.75921	Site/Civil			Brian Roberts Denmon
#981	Seal Crack at Catch Basin	Open		Max Foote Construction	Brian Roberts Denmon	45497.69236	Site/Civil			Brian Roberts Denmon
#982	New Concrete at Entrance Gate	Open	Seal cracks in concrete at the north entrance gate.	Max Foote Construction	Brian Roberts Denmon	45497.69696	Site/Civil	North Entrance Gate		Brian Roberts Denmon
#983	Cracks in Concrete Curb and Gutter	Open	All cracks in concrete curb and gutter need to be sealed.	Max Foote Construction	Brian Roberts Denmon	45497.69809	Site/Civil			Brian Roberts Denmon
#984	New Sidewalk behind Chemical Building	Open	Concrete needs to be corrected.	Max Foote Construction	Brian Roberts Denmon	45497.70785	Site/Civil			Brian Roberts Denmon
#985	Driveway to Chlorine Scrubber	Open	Recycle drive leading to the Chlorine Scrubber is holding water. Will need positive drainage in this area.	Max Foote Construction	Brian Roberts Denmon	45497.71036	Site/Civil			Brian Roberts Denmon
#986	CMU Block Behind Chemical Building	Open	Seal opening between new sidewalk and CMU block.	Max Foote Construction	Brian Roberts Denmon	45497.71154	New Chemical Building			Brian Roberts Denmon
#987	Broken Area Catch Basin # 6	Open	Area Catch Basin # 6 has been broken and will need to be repaired.	Max Foote Construction	Brian Roberts Denmon	45497.71466	Site/Civil			Brian Roberts Denmon
#988	Rear Employee Parking Area	Open		Max Foote Construction	Brian Roberts Denmon	45497.72302	Site/Civil			Brian Roberts Denmon

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 DECLARING CERTAIN PROPERTY IN THE MONROE AIR INDUSTRIAL PARK NO LONGER NECESSARY FOR PUBLIC USE AND AUTHORIZING SAID PROPERTY TO BE SOLD AT PRIVATE SALE TO OCSHNER LSU HEALTH SYSTEM OF NORTH LOUISIANA AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, by Cash Deed dated July 5, 2018 (REG. 1757697; CB 2552, P 400) and Act of Correction dated July 10, 2018 (REG. 1757954; CB 2552, P 709), the City of Monroe sold a 4.30-acre tract of land to Banks Construction Family Limited Partnership in the Monroe Air Industrial Park;

WHEREAS, by Cash Deed dated February 14, 2024 (Inst. No. 1890972), the City of Monroe repurchased the property for \$93,583.70 under its right of first refusal (Ord. No. 12,209);

WHEREAS, Ochsner LSU Health System of North Louisiana ("Ochsner") has requested that the City of Monroe sell to the 4.30-acre tract to it for future development;

WHEREAS, Ochsner has agreed to purchase the property for the sum of \$105,000.00, and the City Council deems said proposal to be in the best interest of the City of Monroe; and

WHEREAS, to facilitate the purchase of the property, the City Council desires to waive the requirements to provide a preliminary proposal (Sec. 22-32) and for the recommendation of the Monroe Air-Industrial Park advisory board prior to the sale, provided however, that such proposals and approvals shall be obtained prior to any development of the property and all other provisions of the Monroe Air-Industrial Park Development Ordinance, to the extent applicable, are followed.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that:

Section 1. The City Council does hereby declare the following 4.30-acre tract of land located in Monroe Air Industrial Park in the City of Monroe, Louisiana as no longer necessary for public use:

**LEGAL DESCRIPTION OF 4.30 ACRE TRACT
ADJOINING RAILROAD SPUR ON EAST SIDE OF DELTA DRIVE**

A tract of land in the Monroe Industrial Park, Monroe, Ouachita Parish, Louisiana, as per plat recorded in Plat Book 15 at Page 113 in the parish records, this tract being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the southeast corner of the intersection of Delta Drive (80 feet wide) and the Kansas City Southern Railroad spur (30 feet wide), thence along the curving south line of said railroad spur 308.49 feet (chord bearing N82°21'22"E 307.60 feet) to a 1/2 inch iron bar set; thence S5°07'14"W 650.83 feet to a 1/2 inch iron bar set; thence N84°52'46"W 300.00 feet to a 1/2 inch iron bar set on the east line of Delta Drive; thence along Delta Drive, N5°07'14"E 582.87 feet to the POINT OF BEGINNING; containing 4.30 acres of land, and being subject to any rights or servitudes of record or of use.

Section 2. On behalf of the City of Monroe, Louisiana, Mayor Friday Ellis is hereby authorized and empowered to sell, for cash, at private sale, to Ochsner LSU Health System of North Louisiana a 4.30 acre tract of land under the terms, conditions and for the consideration set forth in that certain Cash Deed, which attached hereto and made part hereof.

Section 3. Mayor Friday Ellis is hereby authorized and empowered to execute the said Cash Deed for and on behalf of the City of Monroe, Louisiana.

Section 4. The City of Monroe shall comply with any applicable federal and state laws or regulations governing the dispensation of such property and any applicable covenants and restrictions contained in the September 8, 1949, Deed between the City of Monroe and the United State of America conveying said property to the City of Monroe.

Section 5. Under the provisions of Louisiana Revised Statute 33:4712 that prior to the final adoption hereof, notice of this Ordinance shall be published in the official journal three (3) times within fifteen (15) days, one week apart and that any opposition hereto must be made in writing, filed with the Clerk of the Council within fifteen (15) days of the first publication.

Section 6. The requirements to provide a preliminary proposal (Sec. 22-32) and for the recommendation of the Monroe Air-Industrial Park advisory board prior to the sale are hereby waived, provided however, that such proposals and approvals shall be obtained prior to any development of the property and all other provisions of the Monroe Air-Industrial Park Development Ordinance, to the extent applicable, are followed.

This Ordinance was introduced on the ____ day of August, 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 September, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,219 (VIDEO BINGO TAX REDEDICATION) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,219 on May 28, 2024, which re-dedicated revenues received from the licensing and taxing of video bingo; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,219 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,219, which re-dedicated revenues received from the licensing and taxing of video bingo, is hereby repealed.

This Ordinance was introduced on July ____, 2024.

Notice published on July ____, 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 August ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,220 (SPECIAL TAX ELECTION) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,220 on June 11, 2024, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,220 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,220, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith, is hereby repealed.

This Ordinance was introduced on July ____, 2024.

Notice published on July ____, 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 August ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,225 (PURCHASING AND BIDDING PROCEDURES) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,225 on June 25, 2024, which established purchasing and bidding procedures for the City of Monroe; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,225 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,225, which established purchasing and bidding procedures for the City of Monroe, is hereby repealed.

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 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 August _____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING A TWO-YEAR EXTENSION OF THE EXISTING AMBULANCE SERVICES AGREEMENT WITH ACADIAN AMBULANCE SERVICE, INC. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe, in coordination with the Ouachita Parish Police Jury and the City of West Monroe, adopted the Uniform Ambulance Service Ordinance (Monroe City Code, Chapter 5) to ensure that quality ambulance service is available to all residents, provide for the uniform regulation of ambulance service throughout Ouachita Parish, and provide for the license of one provider within Ouachita Parish;

WHEREAS, following a request for proposals and a thorough review of all applicants, Acadian Ambulance Service, Inc. was selected to provide exclusive ambulance service throughout Ouachita Parish, Louisiana, beginning January 1, 2019, through December 31, 2023;

WHEREAS, by Resolution No. 7331, the City of Monroe ratified and approved the Ambulance Services Agreement and licensed Acadian Ambulance Services, Inc. as the sole ambulance service provider within the City of Monroe from January 1, 2019, to December 31, 2023;

WHEREAS, in accordance with Section III of the Ambulance Services Agreement, the Ambulance Service Agreement was extended for a one-year period until December 31, 2024;

WHEREAS, Acadian Ambulance Services, Inc. requested that the license be extended for an additional two years, from January 1, 2025 to December 31, 2026;

WHEREAS, the Ambulance Service Advisory Board, established under the Uniform Ambulance Service Ordinance, met several times to consider the request, and thereafter voted to recommend the two-year extension of the Ambulance Services Agreement, from January 1, 2025 until December 31, 2026,

WHEREAS, the Ouachita Council of Governments reviewed and approved the recommendation at its meeting on June 24, 2024, and the Ouachita Police Jury and City of West Monroe have subsequently approved the extension; and

WHEREAS, in accordance with Section 5-52 of the Monroe City Code, the City of Monroe desires to extend the Ambulance Services Agreement with and renew the license of Acadian Ambulance Services, Inc. from January 1, 2025 until December 31, 2026.

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

Section 1. The extension of the Ambulance Services Agreement with Acadian Ambulance Services, Inc. from January 1, 2025 until December 31, 2026 is hereby approved.

Section 2. Acadian Ambulance Services, Inc.'s exclusive license as the sole provider of ambulance services within the City of Monroe is hereby extended from January 1, 2025, until December 31, 2026.

Section 3. Mayor Friday Ellis be and is hereby authorized to execute all documents necessary or proper to extend the Ambulance Services Agreement as set forth herein and to renew the license of Acadian Ambulance Services, Inc.

This Ordinance was introduced on the ____ day of July 2024.

Notice Published on the _____ day of July, 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 August, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

AMBULANCE SERVICES AGREEMENT

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the OUACHITA PARISH POLICE JURY, CITY OF MONROE, and CITY OF WEST MONROE (collectively "Ouachita Governments" or "Service Areas"), each appearing herein through its duly authorized representative, on this ____ day of _____, 20__, for the exclusive provision of emergency and non-emergency ambulance service.

- a. **Uniform Ambulance Service Ordinance.** The Parties agree that the terms of this Agreement shall include and be governed by all applicable sections of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments (See Ouachita Parish Police Jury Ordinance No. 9274; City of Monroe Ordinance No. 7331; City of West Monroe Ordinance No. 4610), (the "Ordinance"), which are incorporated herein by this reference. In the event of a conflict between this Agreement and the Ordinance, the terms and conditions of the Ordinance shall govern.
- b. **Request for Proposals.** It is understood and agreed that the Ouachita Governments selected Acadian as the exclusive provider of ambulance service for Ouachita Parish in reliance on the representations made by Acadian in its "Response to Ouachita Council of Governments RFP for Ambulance Service" (hereinafter "Response to RFP") submitted on or about July 2, 2018. Accordingly, this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made by Acadian in said Response to RFP.
- c. **OCOG.** The City of Monroe, the City of West Monroe, and the Ouachita Parish Police Jury have authorized and designated the Ouachita Council of Governments ("OCOG") to provide uniform oversight and regulation of ambulance service throughout Ouachita Parish, Louisiana. Accordingly, said political subdivisions are sometimes hereinafter referred to collectively as "OCOG".
- d. **Administration.** The Uniform Ambulance Service Ordinance provides for the involvement of OCOG, a Contract Administrator ("Administrator"), and an Ambulance Service Advisory Board ("Board") in the regulation and administration of ambulance service in Ouachita Parish. Provider acknowledges the role of OCOG, Administrator and Board as established by the Ordinance and agrees to work cooperatively with them during the term of this Agreement.

Provider shall submit to the Board such reports, records, recordings and other information as requested by the Board in connection with the investigation of a complaint or as otherwise deemed necessary by the Board in connection with the oversight of the Provider's performance of the Provider's obligations under the Ordinance and/or this Agreement. The Provider shall have the right to demand that all patient records and

proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

- e. **License Fee.** The Provider of Ambulance shall pay a license fee of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to OCOG to defray the costs of administering this Ordinance. The initial License Fee shall be paid upon commencement of the initial term of the License with subsequent License Fees being due thereafter on or before January 31 of each succeeding year during the initial or renewal term(s) of the License.

For the calendar year 2020 and thereafter during the initial and renewal term(s) of the License OCOG may increase the License Fee if shown necessary to cover the costs of administering this Ordinance, but no such increase shall be more than \$10,000.00 per calendar year or portion thereof. Any such increase shall be adopted by OCOG at an Open Meeting held on or before October 31 of the prior year.

II. DEFINITIONS

The "Definitions" set forth in Article 1, Section 6 of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments shall apply to the words and phrases used in this Agreement, unless otherwise specified herein.

III. TERM

The initial term of this Agreement, and the exclusive license it evidences, shall be for a period of five (5) years beginning January 1, 2019 and ending December 31, 2023. This Agreement and License may thereafter be renewed by mutual agreement of the Ouachita Governments and the Licensee for additional terms of not more than four (4) years each.

It will be presumed that the parties intend for this Agreement and License to be renewed for a term of one (1) year unless written notice of non-renewal is delivered to the other party not less than one hundred twenty (120) days prior to the end of the term of the initial term or any renewal thereof.

IV. OBLIGATIONS OF PROVIDER

a. Ground Ambulance Service

Provider shall be the exclusive provider of emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports that originate within the geographical boundaries of the Service Area.

In addition to ground ambulances, Acadian is to be the primary provider of rotor wing air ambulance transports that originate within the geographic boundaries of the

Service Area and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support, then Acadian shall call for a back-up provider without delay.

Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within the Parish and available a minimum of 24 hours per day. The helicopters shall be staffed at all times by an FAA licensed pilot and a Nationally Registered Paramedic and a Registered Nurse.

b. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the Parish Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided on a yearly basis.
2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.
3. The medical malpractice insurance policy(ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 (\$1,000,000.00) DOLLARS. In the event that

Provider is self insured, it shall provide evidence of self insurance along with proof of adequate excess insurance.

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the geographical boundaries of the Service Area.
6. **Performance Bond Requirements:** Provider must furnish performance security in an amount of not less than \$750,000.00. Said security shall be furnished through the pledge of a Certificate(s) of Deposit to OCOG in said amount or through the posting of a Performance Bond in favor of OCOG in said amount issued by insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. No Ambulance shall transport an ALS emergency patient with the transport originating in or from the geographic boundaries of the Service Area unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally registered EMT, Advanced EMT or Paramedic as driver.
2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medical by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.
3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meet the following qualifications:

- a. The caregiver is a person of at least eighteen (18) years of age.
- b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.
- c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
 - 1. The driver is a person of at least eighteen (18) years of age; and
 - 2. The driver is an Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

e. Standards for Ambulance Equipment

- 1. Provider warrants that each ambulance shall carry at all times when ambulance is in use the minimum essential equipment as specified in Definitions Paragraph J) Advanced Life Support Ambulance or (k) Basic Life Support Ambulance.

f. Ambulance Performance Standards

- 1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service originating within the geographic boundaries of the Service Area.
- 2. Provider warrants that it shall not refuse to respond to a request for ambulance service where there is a "Medical Necessity" for the service, on the grounds of the patient's inability to pay for such service.
- 3. Provider warrants that it shall conform to protocols with respect to ground ambulance response times as set forth in Provider's response to RFP and further set forth in the Ambulance Ordinance.
- 4. Provider warrants that it shall conform to all nationally accepted standards with respect to ground ambulance operations. Provider furthermore must agree to comply with the Ouachita Parish Office of Homeland Security and Emergency Preparedness "Emergency Operations Plan" in regards to its role and/or function within an Incident Management System.

g. Review of Rates and Financial Information

1. Provider shall submit a schedule of its rates for all services to the Board for review by January 1st of each year and in such format as may be designated by the Board. The Board shall have authority to review, and/or approve such rates. The Board shall have 15 days to review and or object to such. For the first year of this Agreement, the Board will be deemed to have approved those rates as set forth in Provider's response to RFP, if so included in same. Otherwise of after such initial term, if written objection is not presented within 30 days the rates will become effective on the 31st day. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates except as approved by the Board. A statement of said fees is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall be allowed to increase charges for ancillaries at the then current market rate, without the need for additional approval by the Board. Additionally, Provider shall be allowed to request a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Ouachita Governments acknowledge that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure. Rate changes allowed in this Agreement without additional Parish approval shall be deemed set and approved by the Parish in accordance with Louisiana law.

The schedule of rates to be submitted for review shall include the rates to be charged under any contracts the Provider enters into with any hospital, long-term care facility, rehabilitation facility, or similar healthcare facility, to provide non-emergency ambulance service in Ouachita Parish to, or for, such facility. Rates for like services to like facilities shall be equal

2. Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.
3. Provider shall present to the Parish, in executive or confidential session, an annual audit of owner/operator's financial statements and activities. A copy of every

such annual audit shall be provided to the Parish and Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive or Confidential Session of the Parish and that such materials not be disclosed or distributed outside of same. The parties agree that the Parish has the right to demand an independent audit of the response time of Acadian's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit which produced such differing results.

4. Provider shall not initiate any "Membership Drive" or similar sale to consumers of enrollments in any plan related to the Provider's ambulance services without prior approval of such Membership Drive or sale of enrollments by the Board. Provider shall make available to Board and/or OCOG written specification regarding the terms and conditions of the proposed Membership Drive or sale of enrollments as well as the Provider's proposed marketing plan including the content of proposed advertisements and promotional efforts. Provider shall have the right to demand that all proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Board and not be considered a public record, where allowed by Louisiana law.

h. Response Reliability Standards: Zones coverage

1. Provider shall produce response times as provided for in Provider's response to RFP and the Ambulance Ordinance, for reference said response times are set forth specifically in Exhibit A to this agreement, attached hereto and incorporated fully herein by reference.

Except as set forth below, throughout the term of this contract Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that the above-described response times are minimum standards and that at all times it will operate said service aiming always to provide better and increased service.

i. Response Time

1. Response times on emergencies will be calculated as set forth in the Ordinance. Response times will be calculated each calendar month by Provider. Provider agrees to provide the Board monthly reports of response times by area along with all back-up documentation including the itemized summary of each call that is

included on the monthly report, but excluding any and all information that is protected from disclosure under the Health Insurance Portability and Accountability Act. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation and the reason for such exclusion. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the Contract Administrator within fifteen (15) days of the end of a month.

j. **Excluded Responses**

Provider will have the responsibility to document the nature of the circumstances surrounding any excluded response and the emergency and non-emergency responses affected thereby. It shall be Provider's responsibility to prove said response should be excluded in default of which it will be included. There shall be no "Excluded Responses" with respect to Non-Emergency responses. With respect to Emergency Responses, "Excluded Responses" for purposes of response time calculation, are as follows:

1. Responses that occur during periods of abnormally severe weather for which a "warning" has been issued by the National Weather Service where such weather could reasonably be expected to substantially impair response time performance.
2. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel. This exclusion shall not apply if law enforcement or fire personnel have established a staging area at the scene. In such circumstances, Response time shall be determined upon the ambulance's arrival at the staging area.
3. Those responses presented by Provider for consideration by the Parish or local governing authority and which such authority finds that the response has merit to be deemed excluded due to extraordinary circumstances. An example of such a response would be a request for response during Provider's servicing of a mass casualty situation where the majority of the units in the Parish/ city have been directed to attend to the Mass Casualty incident (ie: Mass shooting/ Active shooter at a school with multiple victims.)

Except in cases of Force Majeure, Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

k. Response Time Penalty

Response time will be measured for calculation and assessment of penalties on a quarterly basis. Should Provider fail to meet any response time threshold, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Advisory Board to show good cause as to why said penalties should not be imposed. For good cause shown, the Board may recommend that the Board or OCOG waive and/or reduce any response time penalties otherwise due.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three consecutive quarters within any twelve (12) month period, that failure shall constitute grounds for the termination of the License with Provider.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in two (2) consecutive quarters or two (2) quarters in any twelve (12) month period, the Provider shall within fifteen (15) days written notice of such failure provide the Board with Provider's written plan to achieve adherence to the applicable response time standards in the ensuing quarter. If the Provider fails to timely submit such plan, Provider shall by such failure be deemed to have authorized the Contract Administrator to request another Ambulance Service to provide non-emergency responses on the Provider's behalf pursuant to the Ordinance for a period of not less than thirty (30) days or until such time as the Provider has submitted the plan called for above if Provider has not submitted that plan within said thirty (30) day period.

l. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge.

Provider agrees, when available, to provide such other stand-by service as is requested by a local emergency response agency for emergency events such as haz-mat calls, structure fires, rescue calls, bomb threats, drug raids, etc. at no charge to the requesting public service agency.

Provider also agrees to offer consolidated, annual First Responder training to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

m. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Advisory Board as requested. Ambulances shall be less than 10 years old and shall have not more than 400,000 miles of total service.

n. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area shall be equipped with a working, real-time Automatic Vehicle Locator ("AVL") system compatible with and able to communicate with the CAD system of the Ouachita Parish Communications District. Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including the initiation of civil or administrative actions or referral to the District Attorney's office for criminal, civil or administrative prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this Agreement. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of response times or of providing a Performance bond, if so required or any other gratuitous services under this Agreement or any renewal period shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of giving of notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and in equity.

VI. TERMINATION

A. Termination by the Service Area

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Provider shall violate in any material way any provision of the Ordinance, this Agreement, or any State or Federal law or regulation governing any aspect of ambulance service, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;
- ii. Provider shall attempt to transfer the License issued pursuant to the Ordinance or the Operations Contract entered into hereunder to another ambulance provider without the prior written approval of OCOG.
- iii. Provider shall cease doing business as a going concern;
- iv. Provider's financial reports demonstrate financial instability or insolvency.
- v. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or,

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

B. Termination by Provider

I. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;
- b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
- c). The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the unincorporated area of Ouachita Parish during any term of the License, provided that the Provider shall first give the Ouachita Parish Police Jury written notice of the operation of any such additional ambulance service and the Ouachita Parish Police Jury shall have a period of fifteen (15) working days after receipt of such notice to initiate action to enforce this Ordinance with respect to such additional ambulance operation(s).
- d) The *ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN* additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

OUACHITA GOVERNMENTS, c/o
Ouachita Council of Governments
3000 Kilpatrick Blvd.
Monroe, LA 71201
ATTN: Ambulance Contract
Administrator

VII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability,

suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of in any way concerning or incident to any obligations of Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees (including such individual acting contrary to this Agreement).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The Ouachita Governments represent that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the undersigned representative is authorized to execute this Agreement.

IX. Agreement, Modification, and Governing Law

1. Force Majeure

Provider's performance of its obligations hereunder shall be excused in the event of and during the period that such performance is prevented or rendered unsafe by the following: acts of God other than weather; acts of war, riot, or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto. However, it is understood and agreed that Provider was selected as the exclusive provider of ambulance service in Ouachita Parish in reliance on the representations made in Provider's July 2, 2018 Response to the Ouachita Council of Governments' RFP for Ambulance Service (hereinafter "Provider's Proposal") and this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made in Provider's Proposal, as if copied *in extenso* herein.

3. Modification

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

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

5. Partial Enforceability

If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BECOME EFFECTIVE THE 1st DAY OF January 2019.

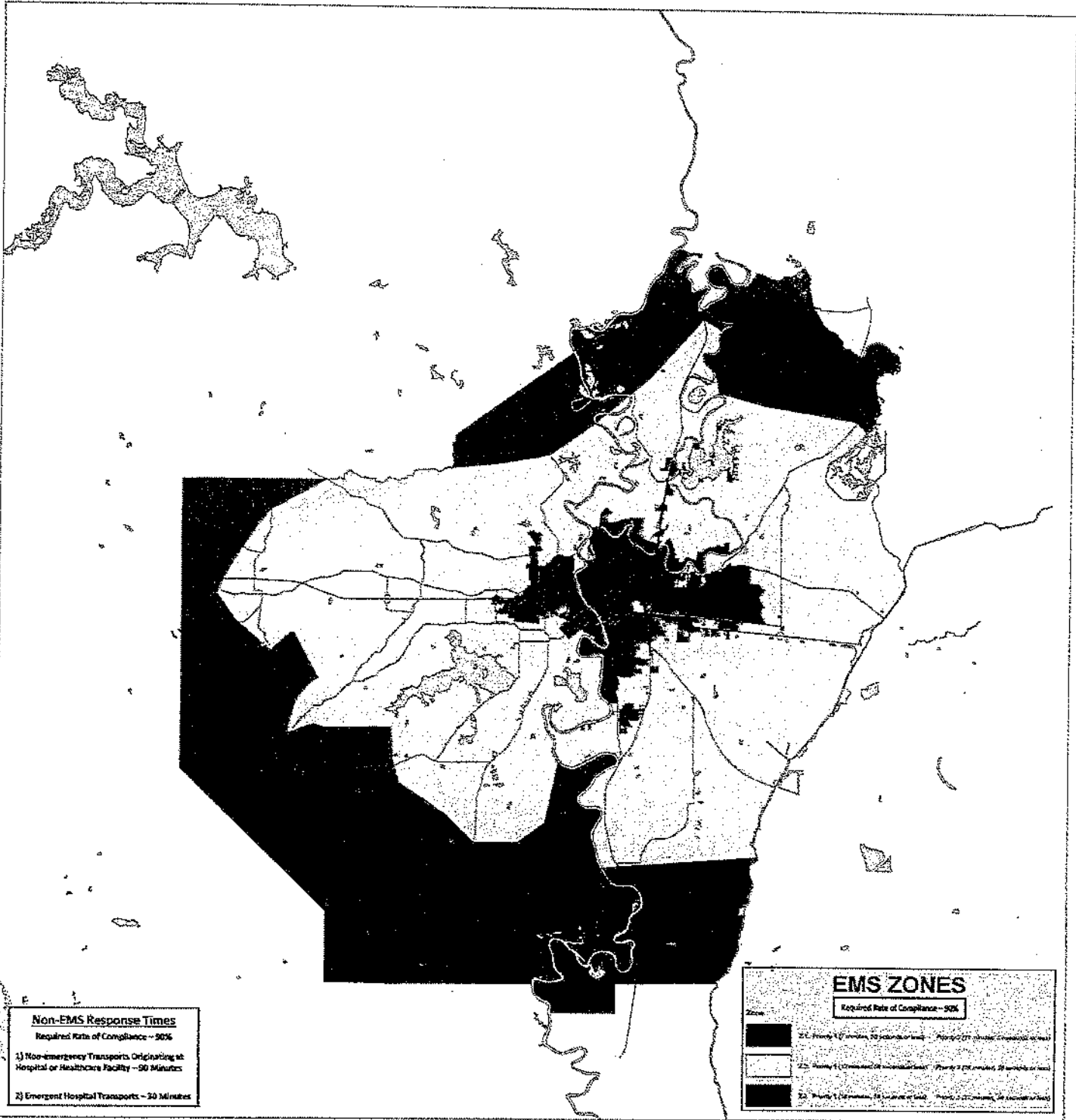
ACADIAN AMBULANCE SERVICE, INC.
By: _____
Name: _____
Title: Regional Vice President
Date: _____, 20

OUACHITA PARISH POLICE JURY
By: _____
Name: Scotty Robinson
Title: President
Date: Nov. 19, 2018

CITY OF MONROE
By: James E. Mayo
Name: James E. Mayo
Title: Mayor
Date: Nov. 28, 2018

CITY OF WEST MONROE
By: Staci Albritton Mitchell
Name: Staci Albritton Mitchell
Title: Mayor
Date: Nov 15, 2018

EXHIBIT "A"



ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE ADOPTING THE AUTHORIZED MILLAGE RATE(S) AND PROVIDING FOR THE LEVYING OF SPECIAL AND GENERAL TAXES FOR THE CITY OF MONROE FOR THE YEAR 2024 AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, under Art. VII, §23 of the Constitution of Louisiana, Title 47, Subtitle III of the Louisiana Revised Statutes, and the City of Monroe Charter, the City of Monroe is required annually to adopt, by ordinance, and levy the tax rate to be applied to assessed values for ad valorem tax purposes;

WHEREAS, following a reappraisal and valuation by the Ouachita Parish Tax Assessor, the City of Monroe desires to levy the following millage(s) on the 2024 tax rolls for all property subject to taxation by the City of Monroe:

Category	Existing 2023 Millage	2024 Millage
General Alimony	10.490 mills	10.180 mills
Safety Services	1.070 mills	1.070 mills
Recreation Facilities	1.880 mills	1.880 mills
Police Department	1.500 mills	1.460 mills
Fire Department	1.500 mills	1.460 mills
LA Purchase Gardens & Zoo	2.500 mills	2.430 mills
Civic Center Complex	2.500 mills	2.430 mills
Drainage Facilities	1.310 mills	1.310 mills
Capital Improvements	3.260 mills	3.170 mills
Airport Improvements	1.010 mills	.980 mills
TOTAL	27.020 mills	26.370 mills

NOW, THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that that the following millage(s) are hereby levied on the 2024 tax roll on all property subject to taxation by the City of Monroe:

<u>Category</u>	<u>MILLAGE</u>
General Alimony	10.180 mills
Safety Services	1.070 mills
Recreation Facilities	1.880 mills
Police Department	1.460 mills
Fire Department	1.460 mills
LA Purchase Gardens & Zoo	2.430 mills
Civic Center Complex	2.430 mills
Drainage Facilities	1.310 mills
Capital Improvements	3.170 mills
Airport Improvements	.980 mills
TOTAL	26.370 mills

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Ouachita, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2024, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner

provided by law.

This Ordinance was introduced on the ____ day of July 2024.

Notice Published on the _____ day of July, 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 August, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

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.

WHEREAS, the City of Monroe is the owner of certain land located at the Monroe Regional Airport that was previously leased to AvFlight Monroe Corporation under a Contract of Lease dated September 25, 2016 (Ordinance No. 11,723);

WHEREAS, the Monroe City Council approved a Lease Amendment to the Contract of Lease that released approximately 1.609 acres back to the City of Monroe for non-commercial aeronautical purposes (Ordinance No. 12,158);

WHEREAS, Pilots for Patients is a non-profit organization which serves our community and the region by providing free air transportation to patients needing diagnosis and treatments at medical facilities not available to them locally, with a goal to eliminate the burdens of travel;

WHEREAS, Pilots for Patients positively affects countless lives, and the entire northeast Louisiana region will benefit from Pilots for Patients' continued operation, growth, and success within Monroe;

WHEREAS, Pilots for Patients is currently based at the Monroe Regional Airport and desires to lease the approximately 1.609 acres released by AvFlight for the construction of the state-of-the-art hangar facility, host charitable events supporting the organization, and to grow its mission;

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

WHEREAS, a copy of the proposed "Ground Lease Agreement between the City of Monroe, Louisiana and Pilots for Patients" is attached hereto and made part hereof;

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

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 the attached Ground 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 July _____, 2024.

Notice published on July _____, 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 August ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

GROUND LEASE AGREEMENT

Between

THE CITY OF MONROE, LOUISIANA

and

PILOTS FOR PATIENTS

Dated as of August __, 2024

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**GROUND LEASE AGREEMENT
PILOTS FOR PATIENTS**

THIS GROUND LEASE AGREEMENT is made and entered into this ____ day of _____, 2024 (the “Effective Date”), and is by and between the **CITY OF MONROE, LOUISIANA** (“City”), a political subdivision organized under the laws of the State of Louisiana, and **PILOTS FOR PATIENTS**, (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;

WHEREAS, the City controls certain property located within the Airport more specifically set forth on Exhibit A of this Agreement (such property, together with all rights, privileges, easements and appurtenances benefiting such property, are collectively referred to herein as the “Leased Premises”);

WHEREAS, the City is desirous of leasing the Leased Premises to Lessee and Lessee is desirous of leasing the same from the City, upon the terms and conditions herein contained;

WHEREAS, Lessee intends to utilize the Leased Premises to provide free air transportation to those patients needing diagnosis and treatments at medical facilities not available to them locally, with a goal to eliminate the burden of travel allowing the patient to concentrate on getting well;

WHEREAS, the City recognizes the significant economic and noneconomic benefits of Lessee’s long-term presence at the Airport, including building a more robust aeronautical community and providing a benefit to local medical communities;

WHEREAS, considering Lessee’s unique position at the Airport and benefits to the community, this Lease contains terms and conditions which the Parties have specifically negotiated to better facilitate Lessee’s operations; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

Airfield shall mean those portions of the Airport, excluding the aircraft aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway

system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, as such facilities may be modified from time to time.

Airport shall mean the Monroe Regional Airport, owned and operated by the City, in Monroe, Louisiana, including all real property, easements or any other property interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased or operated by the City.

Airport Director means the Director of the Airport or his or her designate, including any person holding such position on an interim or acting basis.

Airport Minimum Standards means the minimum standards dated April 26, 2022, adopted by the City and any amendment, restatement, or other modification to such minimum standards in effect from time to time.

Applicable Laws means all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the Airport (but not including any Rules and Regulations adopted by the City), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof.

Business Day means any day other than a Saturday, Sunday or holiday recognized by the City.

City Party or City Parties means the City, its successors, and assigns, and each of its Council members, officers, officials, employees, agents, contractors, subcontractors, and volunteers.

City's Representative means the person designated by the City pursuant to Section 3.5 to act as its representative with respect to oversight of the design and construction of the Project.

Construction Documents means the approved drawings, plans, specifications and other documents for the 100% stage of design of the Project.

Date of Beneficial Occupancy means the date agreed to by both City and Lessee but no later than thirty (30) days after the later of (a) the issuance of a Certificate of Occupancy for the Project or (b) Substantial Completion of the Project.

Design Review Process means the design review process for approval of the plans and specifications for the Project set forth in Section 3.3.

Effective Date has the meaning set forth in the initial paragraph of this Lease.

Environmental Laws shall mean and include 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.

Environmental Permits means any and all permits, licenses, approvals, authorizations, consents, or registrations required by applicable Environmental Laws, whether federal, state, or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

Event of Default means each of the events defined in Section 9.1 of this Lease.

Facility means the facility located within the Leased Premises that will be constructed on the Leased Premises by Lessee.

Federal Aviation Administration (sometimes abbreviated as FAA) means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

Governmental Authority means any Federal, State, parish, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Airport or aeronautical operations at or with respect to the Airport.

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.

Initial Term shall have the meaning set forth in Section 4.2.

Lease means this Ground Lease Agreement dated as of the Effective Date between the City and Lessee, as it may be supplemented or amended in accordance with the terms of this Lease.

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

Leased Premises means the Property described in **Exhibit A**, including without limitation, the Facility (if any) and aircraft aprons, vehicle parking areas and landscaping.

Lessee means **PILOTS FOR PATIENTS**, a chartered 501(c)(3) nonprofit organization in good standing and authorized to do business in the State.

Lessee Parties means, collectively, Lessee, and any of its officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, subtenants, or suppliers.

Lessee's Representative means the person designated by Lessee pursuant to Section 3.5 to act as its representative with respect to oversight of the design and construction of the Project.

Party means either the City or Lessee and Parties refers to both the City and Lessee.

Person means a firm, association, partnership, limited liability company, trust, corporation, and other legal entities, including Governmental Authorities, as well as a natural person.

Project means the Facility and related improvements to be constructed by Lessee in accordance with Article 3, described as follows: a hangar and office space meeting the specifications set forth in the Construction Documents.

Project Plans means the approved plans and specifications for the Project, developed in accordance with the Design Review process set forth in Section 3.3.

Projected Delivery Date has the meaning set forth in Section 3.2.

Rules and Regulations means the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the City, including without limitation, the City's duly adopted and generally applicable Airport Minimum Standards, Operating Directives, Standard Procedures, and the Airport Security Plan, in each case as such may be in force and amended from time to time.

SIDA shall mean that portion of the Airport designated by the City as the Security Identification Display Area from time to time.

State means the State of Louisiana.

Substantial Completion shall mean the date on which City's architects and/or engineers certify any improvements at the Airport to be substantially complete as to permit use and occupancy by Lessee or another Person.

Term shall mean the period of time during which Lessee's activities at the Airport shall be governed by this Lease, as defined in Article 4 hereof. As used in this Lease, the word "Term" includes the Initial Term, and each Extended Term, if any, if Lessee exercises any or all of its options to extend the Term.

Additional words and phrases used in this Lease but not defined herein shall have their usual and customary meaning.

1.2 Interpretation.

(a) References in the text of this Lease to articles, sections, or exhibits pertain to articles, sections or exhibits of this Lease, unless otherwise specified.

(b) The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Lease refer to this Lease.

(c) Any headings preceding the text of the articles and sections of this Lease, 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 Lease, nor shall they affect its meaning, construction, or effect.

(d) Words importing the singular shall include the plural and vice versa. The use of any gender shall include all genders.

(e) Where the approval of the City is required under this Lease, the written approval of the Airport Director or such person acting at the direction of the Mayor of the City of Monroe ("Mayor") in such position shall be required to evidence such approval.

1.3 Incorporation of Exhibits. The following Exhibits are hereby made a part of this Lease:

EXHIBIT A	SURVEY AND LEGAL DESCRIPTION
EXHIBIT B	RENT SCHEDULE
EXHIBIT C	INSURANCE REQUIREMENTS
EXHIBIT D	REQUIRED FEDERAL PROVISIONS

**ARTICLE 2
LEASED PREMISES**

2.1 Leased Premises. Subject to the terms and conditions more fully set forth herein, City hereby leases to Lessee and Lessee hereby leases from City the "Leased Premises," which shall consist of the property and the Facility to be located thereon depicted on **Exhibit A**.

2.2 Preliminary Site Plan. A preliminary site plan of the Leased Premises is attached hereto as **Exhibit A**, which is subject to modification by mutual consent and written agreement of the parties as set forth in Article 3.

2.3 Warranties; Condition Exemption for City. Lessee agrees that the delivery of the Leased Premises to Lessee by the City on the Effective Date will be treated by Lessee with respect to the City as being for all purposes in "AS IS" condition and the City will not be deemed to have made any warranties or representations, express or implied, to Lessee with regard to the Leased Premises except as expressly provided hereunder.

2.4 Subject to Survey. All square footages provided herein are estimates, and will be finalized based on a survey of the Leased Premises. Based upon the final survey, **Exhibit A** will be modified as necessary to reflect the correct square footage of each area.

2.5 Title. Title to the Leased Premises is held by the City. Title to the Facility will be held by Lessee until the earlier of (x) the expiration of the Initial Term or (y) termination or default of this Lease.

ARTICLE 3 CONSTRUCTION OF IMPROVEMENTS

3.1 Construction by City. To the extent not already existing, City agrees to bring existing water, sanitary sewer and electric service to the perimeter of the Leased Premises. Utility service capacities provided shall be limited to the existing service levels located within a reasonable distance to the Leased Premises. The Parties will use good faith and reasonable efforts to agree in writing on the location of any tie-in. The City shall have no duty to construct or provide utilities on the Leased Premises.

3.2 Construction Obligations of Lessee.

(a) Subject to and in accordance with the provisions of this Article, Lessee shall design, construct and install the Project. Lessee's failure to meet either the Minimum Investment Amount or to construct the Project in accordance with pre-approved plans and specifications, as applicable, is an Event of Default.

(b) To ensure quality construction and installation of the Project, Lessee shall:

(i) Design, construct, and install the Project so that the total value of all improvements constructed and installed exceed Five Hundred Thousand Dollars (\$500,000) (the "Minimum Investment Amount"), as determined by a competent appraisal or estimate of the value of the Project or by estimates of value or receipts showing actual expenditures on the design, construction, and installation of the Project; and

(ii) Upon presentation to and approval by the City, which shall not be unreasonably withheld, design, construct, and install the Project in accordance with plans and specifications evidencing that the Project will be of high-quality construction, using new, code-compliant materials.

(c) The Project must be Substantially Complete no later than twenty-four (24) months after the Effective Date (the "Projected Delivery Date"); however, Lessee shall use reasonable efforts (utilizing ordinary and customary construction practices) to cause the Project to be Substantially Complete as much in advance of the Projected Delivery Date as is reasonably practicable. The City agrees to reasonably cooperate with such efforts and will not arbitrarily delay any proceedings, withhold or deny approvals, or attribute to any unnecessary delays. Lessee's failure to meet the Projected Delivery Date is an Event of Default.

(d) Lessee shall be solely responsible for obtaining all necessary permits from all applicable Governmental Authorities and quasi-governmental entities having jurisdiction for development of the Project.

3.3 Design Review Process.

(a) All plans and specifications relating to the Project shall be prepared by (or on behalf of) Lessee at its sole cost and expense and approved by the City in accordance with the "Design Review Process" described in this Section 3.3. The Project shall be designed and constructed in accordance with the Construction Documents approved through the Design Review Process set forth in this Section 3.3.

(b) Lessee shall comply with all established City processes and procedures, including submitting applications through the City's online portal, for the construction of new buildings or improvements, including submitting any required applications, site plans, surveys, grading and drainage plans, utility plans, paving plans, site detail sheets, erosion control plans, landscape plans, profile sheets, geotechnical reports, drainage statements, projects plans and specifications, building plans and any other required documentation necessary for the City to assess the proposed development. Lessee shall be solely responsible for obtaining all required building permits and approvals, and if Lessee is required to seek any variances or changes in zoning, Lessee shall be solely responsible for seeking the necessary approvals.

(c) Lessee shall submit a copy of all proposed plans and submissions to the City Representative and through the City's online application portal. The City retains the reasonable authority to approve or reject plans for the construction of improvements on the premises.

(d) Lessee shall be solely responsible for obtaining all required approvals and permits from Governmental Authorities, including applicable state and federal agencies, for the Project.

(e) The City's approval of final plans for the construction of improvements shall constitute the "Construction Documents" for the Project. The Project must be constructed in accordance with the approved Construction Documents.

(f) In order to expedite construction of the Project, the Lessee may commence portions of the Project if the City has approved Schematic Design for all of the Project and the Construction Documents for such elements of the Project.

3.4 Performance Bond.

(a) Lessee shall require contractors to obtain a performance bond and a labor and material payment bond ("Construction Security") to be kept in force throughout the construction of the Project and for ninety (90) days thereafter. Copies of said bond shall be delivered to the City. Should the Lessee not require this bond of the contractors then Lessee shall assume the responsibility of securing and providing evidence of the Construction Security to the City.

(b) The Construction Security shall be in the amount of the construction cost covering faithful performance of the Lessee's obligations hereunder and the payment of all obligations arising in connection with the construction, free of liens upon the Leased Premises. The bonds shall name the City as obligee and shall be written by surety companies qualified to do business in the State of Louisiana, under proper certificate of authority, and in such form and with such sureties as the City may approve. Lessee shall indemnify and hold the City harmless from any monetary liens placed against the Leased Premises for nonpayment of taxes, materials or labor in connection with construction.

(c) The City may, but is not obligated to, permit other forms of security in lieu of a surety performance bond provided that the security sufficiently guarantees full and satisfactory performance by Lessee of Lessee's obligation to build, construct, and install improvements.

3.5 Representatives. The City shall name a suitable employee to act as the "City's Representative" in all matters covered by this Article. Lessee shall appoint and notify the City of a single employee of Lessee as "Lessee's Representative" within thirty (30) days after the Effective Date to act for Lessee in all matters covered by this Article. The City and Lessee hereby represent and warrant to each other that the City's Representative and Lessee's Representative will be or are each authorized to act on behalf of the City and Lessee, respectively, for all matters described in this Article 3. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Article will be made to City's Representative or Lessee's Representative, as the case may be. Lessee will not make any inquiries or requests, and will not give any instructions or authorizations, to any other employee or agent of City with regard to matters covered by this Article. Either Party may change its representative at any time by three (3) days' prior written notice to the other Party.

City's Representative and Lessee's Representative shall meet no less than once each month, and more frequently if necessary, during the design and construction of the Project to review the status of the design and construction of the Project. The City and Lessee shall each make available such personnel, consultants, experts, and contractors as may be necessary or desirable to review the status of the Project and any open issues. All disagreements on behalf of either the City or Lessee with respect to any aspect of the design or construction of the Project, including without limitation the approval of change orders, shall first be referred to the City's Representative and Lessee's Representative for resolution. The two representatives shall meet and seek, in good faith, to resolve any differences arising with respect to the Project. If the City's Representative and Lessee's Representative are unable, in a period of five (5) Business Days, to resolve any disputed matters, each shall prepare a written summary of the issues and the differences between the parties and submit such summaries to a senior representative of the City and of Lessee (the "Senior Representatives") designated by the respective chief executive officers of the City and Lessee. Such Senior Representatives shall seek, in good faith, to resolve such disputed issues. Both the City and Lessee shall make available to such Senior Representatives such resources as

may be reasonably necessary for such Senior Representatives to seek to resolve any such dispute. If after ten (10) Business Days the Senior Representatives are not able to resolve such dispute, then the parties may resort to any other right or remedy that may be available to them under Applicable Law.

3.6 Construction of Project. At such time as the Construction Documents for the Project have been approved in writing by both City and Lessee, the Lessee will cause the Project to be constructed or installed on the Leased Premises in a good and workmanlike manner using only new materials and according to the approved Construction Documents for the Project and all Applicable Laws.

3.7 Change Orders.

(a) During construction of the Project, the Lessee will cause copies of all requests for change orders (amending the Construction Documents, Construction Budget and/or construction schedule) to be delivered to the City's Representative. Within five (5) Business Days after receipt of any such request, the City will either approve or disapprove such request. The City agrees that it shall not unreasonably withhold or delay its consent to any change order request. In the event the City fails to approve or disapprove any change order within the five (5) Business Day period provided for in this Section 3.7, such change order shall be deemed approved.

(b) In the event that the City disapproves any change order proposed or prepared by the Lessee, the Lessee shall review the City's objections thereto and if the Lessee agrees with the City's objections, may disapprove the request for the change order. If the Lessee determines that the request for the change order is appropriate, the Lessee may, in its sole discretion, approve the change order. If the City continues to object to the Lessee's approval of the change order, then within then (10) Business Days of the Lessee's approval thereof, the City shall give the Lessee notice (the "Disapproval Notice"). The City may initiate a dispute resolution process with Lessee's Representative and City's Representative to determine the reasonableness of the Lessee's approval of such change order in the time and in the manner provided in Section 3.5. In addition to other factors which might bear on the reasonableness of the Lessee's approval of any change order request, the Lessee shall be considered to be acting reasonably in approving such request to the extent such change order is determined to be a reasonable response to unforeseen or latent site conditions, unusual weather, or inaccuracies in the design work, plans or other Construction Documents, or which is reasonably necessary to minimize the impact of the Project on Airfield safety, security or operations. Further, the reasonableness of the Lessee's approval in any such dispute resolution proceeding shall be considered in the context of the entire Project, specifically including consideration of any reduction or increase in Project costs attributable to the Lessee's approval of change orders.

(c) The City's Representative may request changes in the Project during construction only by written request to Lessee's Representative on a form approved by City. All such changes will be subject to the Lessee's prior written approval, which will not be unreasonably withheld, delayed or conditioned so long as the proposed change will not result in (i) an adverse effect on the construction schedule; or (ii) materially increase the costs of the Project.

3.8 Delivery of Possession. The City shall be given reasonable advance notice of, and shall have the right to participate in, all work performed for the purpose of establishing Substantial Completion of the Project. Promptly following the Substantial Completion of the Project, the Lessee shall evidence such completion by furnishing the City with a completion certificate signed by Lessee's Representative (i) certifying that the Project has been substantially completed in accordance with the Construction Documents, as modified by any approved change orders, (ii) identifying the square footage of the floor area of the Facility and the Leased Premises, and (iii) specifying the Date of Beneficial Occupancy for the Project ("Completion Certificate"). City and Lessee shall be deemed to accept such square footage as the "Rentable Area" and for all other applicable purposes of this Lease, which shall not be changed unless the Project is thereafter physically modified as approved in writing by the City. All amounts, percentages and figures appearing or referred to in this Lease (including, without limitation, those relating to the calculation of Rent) shall be modified in accordance with such calculation of square footages. Prior to the Date of Beneficial Occupancy, the Lessee shall provide the City with copies of all operating and maintenance manuals and warranties and guarantees for all equipment or systems relating thereto and shall afford the City and appropriate City Parties the opportunity to be trained to use all Project equipment and systems.

ARTICLE 4 TERM

4.1 Term.

(a) **Initial Term.** The "Initial Term" shall begin on the Effective Date and shall terminate at midnight on the last day of the month that is thirty (30) years from the Effective Date, unless terminated sooner in accordance with this Lease.

(b) **First Option Term(s).** No more than three hundred and sixty-five (365) days and no less than one hundred and eighty (180) days from the expiration of the Initial Term, Lessee may exercise one (1) ten-year option term ("First Option Term") by providing written notice to the City, which shall extend the expiration of this Lease until the fortieth (40th) anniversary of the Effective Date. Notwithstanding the rest of this Section, Lessee's notice and the Option Term shall not be effective unless:

- (i) Lessee is not then in default under this Lease as of the date of Lessee's written notice;
- (ii) In the fifth (5th) year preceding Lessee's written notice, Lessee shall obtain an assessment of the Facility, including any appurtenances and adjoining spaces within Lessee's Leased Premises, performed by a licensed and qualified professional engineer or building inspector paid for by Lessee and approved by City, and shall cause to be repaired, restored, and remedied all structural deficiencies, including component parts, or items of deferred maintenance identified by such assessment;
- (iii) In the ten (10) years immediately preceding Lessee's written notice, Lessee has expended no less than One Hundred Thousand Dollars (\$100,000) on

permanent Capital Improvements on the Leased Premises ("Refurbishments"), and may include within this amount repairs, restorations, or remediation required conducted as part of the building assessment required by this Section;

- (iv) Lessee receives written approval from the City prior to commencing construction on the Refurbishments (which approval shall not be unreasonably withheld) and complies with all aspects of this Lease in completing the Refurbishments; and
- (v) Lessee provides reasonable documentation to the City of the total expenditure on the Refurbishments.

(c) **Second Option Term.** No more than three hundred and sixty-five (365) days and no less than one hundred and eighty (180) days from the expiration of the Initial Term, Lessee may exercise one (1) ten-year option term by providing written notice to the City, which shall extend the expiration of this Lease until the fiftieth (50th) anniversary of the Effective Date. Notwithstanding the rest of this Section, Lessee's notice and the Option Term shall not be effective unless:

- (i) Lessee is not then in default under this Lease as of the date of Lessee's written notice;
- (ii) In the fifth (5th) year preceding Lessee's written notice, Lessee shall obtain an assessment of the Facility, including any appurtenances and adjoining spaces within Lessee's Leased Premises, performed by a licensed and qualified professional engineer or building inspector paid for by Lessee and approved by City, and shall cause to be repaired, restored, and remedied all structural deficiencies, including component parts, or items of deferred maintenance identified by such assessment;
- (iii) In the ten (10) years immediately preceding Lessee's written notice, Lessee has expended no less than One Hundred Thousand Dollars (\$100,000) on permanent Capital Improvements on the Leased Premises ("Refurbishments"), and may include within this amount repairs, restorations, or remediation required conducted as part of the building assessment required by this Section;
- (iv) Lessee receives written approval from the City prior to commencing construction on the Refurbishments (which approval shall not be unreasonably withheld) and complies with all aspects of this Lease in completing the Refurbishments; and
- (v) Lessee provides reasonable documentation to the City of the total expenditure on the Refurbishments.

(d) For purposes of this Article 5, Capital Improvements shall mean improvements to tangible property that must be capitalized under 28 U.S.C. § 263 and 26 C.F.R. 1.263(a)-3, as may be amended or redesignated.

(e) During any Option Term, if applicable, all provisions of this Lease shall remain in full force and effect; and

(f) Rent during any Option Term shall be calculated in accordance with Article 6 herein.

4.2 Return of Premises. Prior to Lease Termination, regardless as to the circumstances upon which Lease Termination occurs, Lessee shall at its own expense: (i) return the Leased Premises to City in the same condition they were in on the Effective Date (or if later improved, as so improved), excepting only normal wear and tear, Force Majeure, and repairs required to be made by City hereunder; (ii) remove all of its personal property (including its trade fixtures, if any) and possessions from the Leased Premises. Any items of Lessee's personalty remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by Lessee and become the sole property of City. Notwithstanding the foregoing, any costs incurred by City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Lease.

4.3 Holdover.

(a) Notwithstanding anything in this Lease to the contrary, so long as 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 paragraph, Lessee may request to holdover in the Leased Premises from month-to-month ("Permitted Holdover"), commencing as of the first calendar month immediately following the expiration of the Term (as the same may be extended) (the "Permitted Holdover Period"), by delivering to the City prior written notice of Lessee's request to so occupy the Leased Premises on or before the date that is six (6) months prior to the expiration of the Term. City may, within thirty (30) days after receiving such notice, decline to allow a Permitted Holdover by delivering written notice thereof to Lessee. If City does not respond to Lessee's request for a Permitted Holdover within such period, a Permitted Holdover shall be deemed disallowed. The Permitted Holdover shall be subject to all the terms and conditions of this Lease, including without limitation payment of Rent (escalated annually as provided in Article 6) in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon thirty (30) days' prior written notice.

(b) Other than in the case of a Permitted Holdover, if Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease then Lessee's continued occupancy of the Leased Premises shall be deemed a tenancy from month-to-month with respect to such retained portion at a rental rate of one hundred and ten percent (110%) of the Rent due under this Lease for the month prior to the holdover, and otherwise subject to all the terms and conditions of this Lease. The City may terminate the holdover tenancy at any time by providing thirty (30) days' prior written notice to the Lessee. In addition to any other liabilities to the City arising therefrom, Lessee shall and does hereby agree to indemnify, defend, and hold the City harmless from any loss

or liability resulting from the Lessee's failure to surrender the Leased Premises, including but not limited to claims made by any succeeding tenant.

ARTICLE 5 USES AND RESTRICTIONS

Lessee shall use the Leased Premises to construct a hangar and related facilities to provide air transportation to those patients needing diagnosis and treatments at medical facilities not available to them locally and uses ancillary to the foregoing. Lessee, as a non-profit entity, may also use the premises for promotional events, banquets, fundraisers, and other similar events to support its mission provided that the events shall be for a public purpose, including supporting or increasing the availability of flights for patients, recruiting or awarding volunteer pilots, enhancing Lessee's operations, or benefitting the community, Airport, or City as a whole. These events shall be non-commercial in nature and shall not include any commercial aeronautical activity.

Lessee may house aircraft on the Leased Premises, but only to the extent that such aircraft are (i) owned or leased (in whole or in part) by Lessee in its own name, (ii) owned or leased (in whole or in part) by a member, employee, or representative of Lessee, or (iii) are owned or leased (in whole or in part) by a person flying such aircraft on behalf of Lessee and its mission. Lessee may charge fees to the owners/lessees of aircraft, but only at a level no more than necessary to recover Lessee's costs of operating the Leased Premises (e.g., Rent, utilities, and taxes). Lessee shall at all times ensure that the City has an accurate list of the aircraft housed on the Leased Premises, together with the following information: (a) owner/lessee of the aircraft, (b) tail number, (c) model, (d) fee charged by Lessee for storage of the aircraft, and (e) relationship of aircraft to Lessee's organization/mission. Lessee shall maintain records adequate to support the fees charged to aircraft owners/lessees as compliant with this Article 5. Upon thirty (30) days' written notice from City to Lessee, Lessee shall provide the City with such records.

Lessee shall not provide any commercial aeronautical services from the Leased Premises and shall not hold itself out to the public as providing any commercial aeronautical services. Other than those set forth in this Article 5, no other uses of the Leased Premises are permitted unless agreed to in writing by City and Lessee. City and the City Parties assume no liability or responsibility whatsoever with respect to the use, conduct, or operation of the business to be conducted in and on the Leased Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Lessee's responsibility pursuant to this Lease.

Subject to force majeure, Lessee shall continuously occupy the Leased Premises [and operate the Facility in an ongoing manner] throughout the Term of the Lease, unless otherwise agreed to in writing by City. In the event Lessee requires an extended suspension of operations of the Leased Premises, defined as any period in excess of two (2) consecutive months, City shall have the right, in addition to the remedies provided for under Article 9, to terminate this Lease upon thirty (30) days written notice. All payments due City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and Lessee shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

ARTICLE 6
RENT, FEES, CHARGES

6.1 Rent, Fees, and Charges. Beginning on the Effective Date, Lessee shall pay the City "Rent" equal to \$0.15 per square foot per year on the Leased Premises. Commencing on the first month of the fifth (5th) Lease Year, and every fifth Lease Year thereafter during the Initial Term, the Rent due under this Section shall increase by five percent (5%). The annual amount of Rent owed for each Lease Year of the Initial Term under this Lease is identified in **Exhibit B** attached to this Lease. The Rent due throughout the Term of the Lease shall be paid by Lessee monthly, without demand, and in advance on or before the first (1st) day of the month, and on the first day (1st) of each month thereafter.

6.2 Rental Adjustments. At the expiration of the Initial Term and transfer of title to the Facility(ies) to the City (the "Adjustment Date"), and in the event Lessee exercises its option to an Option Term, the Rent shall be adjusted to the fair market Ground Rent and Facility Rent for the Leased Premises as determined by the following procedure:

No later than one hundred eighty (180) days prior to the commencement of the Adjustment Date, Lessee and City will each appoint an independent appraiser, each of whom shall be a professional M.A.I. appraiser with at least ten years' experience appraising aviation and industrial properties, and each appraiser will provide said appraiser's opinion of the fair market Ground Rent and Facility Rent for the first year of the Extension Term commencing after the applicable Adjustment Date and will report such opinion to the other appraiser within thirty (30) days of the date of such appraiser's appointment. In determining fair market Ground Rent and Facility Rent, the appraisers shall take into account all relevant factors and may reasonably consider Lessee's status as a not-for-profit organization to the extent consistent with applicable FAA guidance or regulations.

If one Party fails to appoint an appraiser, the opinion of the one appraiser so selected shall be the Ground Rent and Facility Rent for the first year following the applicable Adjustment Date. If both parties have appointed an appraiser, and the higher of the two appraisals is not more than 105% of the lower of the two appraisals, the two appraisals will be averaged. The Ground Rent and Facility Rent, if applicable, for the first year of the Extension Term following the applicable Adjustment Date will be such average.

If the higher appraisal is more than 105% of the lower appraisal, the two appraisers shall retain a third appraiser (and if they cannot agree upon an appraiser, one will be appointed by the executive in charge of the local office of the American Arbitration Association ("AAA") or his/her delegate upon the application of either City or Lessee, or another office of the AAA mutually agreeable to the City and Lessee or, if the AAA is unable to carry out such duty, a successor organization selected by the City and reasonably acceptable to Lessee), and such third appraiser (who shall be subject to the same requirements as to qualifications as the other two appraisers) shall select a Rent that such appraiser deems reasonable (taking into account all relevant factors, including concessions then being granted by aviation and industrial landlords), as long as it is no higher and no lower than the Rent as determined by the other two appraisers, respectively. In these circumstances, the Rent so selected by the third appraiser shall be the Ground Rent and the Facility Rent for the first year of the Extension Term following the applicable Adjustment Date. Each

party will be responsible for the fees and expenses of the appraiser retained by such party and if a third appraiser is used the parties will share the fees and expenses of said appraiser equally.

Thereafter, commencing on the first month of the fifth (5th) Lease Year of the Extension Term, and every fifth Lease Year thereafter during the Extension Term(s), the Ground Rent and Facility Rent due under Section 6.1 of this Lease shall increase by five percent (5%) above the previously effective Ground Rent and Facility Rent.

6.3 Failure to Pay Rentals, Fees or Charges. In the event Lessee fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after City's written notice to Lessee specifying such failure, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by City. Notwithstanding the foregoing, City shall not be prevented from utilizing the remedies in Article 9 of this Lease.

6.4 Revenue Reports and Payments. Lessee shall pay all rents, fees, charges and billings required by this Lease in lawful money of the United States of America, by automated clearinghouse ("ACH") transfer, payable to the City, which shall be delivered according to ACH directions provided by the City to Lessee from time to time or, if directed by the City in writing, by mail, postage prepaid to the following address:

Airport Director, Monroe Regional Airport
ATTN: Rental Payment
5400 Operations Road
Monroe, LA 71203

or such other method, including wire transfer, or place in the United States of America, as may be hereafter designated by the City. All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

ARTICLE 7 OBLIGATIONS OF LESSEE

Lessee shall:

(a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

(b) Control, within reason, the conduct, demeanor and appearance of the Lessee Parties and those doing business with Lessee and, upon objection from City concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(c) Remove from the Leased Premises or otherwise dispose of in a manner approved by the Airport Director all garbage, debris and other waste materials (whether solid or liquid) placed on the Leased Premises. Any such debris or waste which is temporarily stored shall be kept

in suitable garbage and waste receptacles with tight-fitting covers and designed to safely and properly contain whatever waste material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.

(d) Not create, commit or maintain any nuisance, waste, or damage to the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or damage to the Leased Premises.

(e) Not create nor permit to be caused or created upon the Airport or the Leased Premises any obnoxious odor, smoke or noxious gases or vapors.

(f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

(g) Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(h) Not to do or permit to be done any act or thing upon or within the Leased Premises:

(i) Which will invalidate or conflict with any fire insurance policies covered the Leased Premises or any part thereof or other contiguous property; or

(ii) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

(i) Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of Lessee's working requirements.

(j) To provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for operations in the vicinity of the FAA facilities.

(k) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Leased Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. This Lease shall be a net lease with City receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever.

ARTICLE 8 DEFAULT AND TERMINATION RIGHTS OF CITY

8.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease:

(a) Lessee's failure to (i) pay the Rent, any portion thereof, or any other sums payable hereunder for a period of ten (10) days after written notice by City of the date due, or (ii) maintain the insurance or contract security (if applicable) as required by this Lease, or (iii) comply with the Airport Security Plan for the Airport as in effect from time to time;

(b) Lessee's failure to meet either the Minimum Investment Amount or to construct the Project in accordance with pre-approved plans and specifications, as applicable;

(c) Lessee's failure to meet the Projected Delivery Date;

(d) Lessee's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of thirty (30) days after written notice by City, provided that Lessee shall not be in default after the end of such thirty day period if Lessee commences a cure of such default within such thirty day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one hundred twenty (120) days from the date of such written notice;

(e) The bankruptcy of Lessee;

(f) Lessee making an assignment for the benefit of its creditors;

(g) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;

(h) Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(i) Lessee's vacating or abandoning the Leased Premises;

(j) Lessee's interest under this Lease being sold under execution or other legal process;

(k) Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;

(l) Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or

(m) Lessee's failure to comply with Environmental Laws or any other Applicable Laws.

8.2 Remedies. In the event of the occurrence of any of the foregoing Events of Default, the City, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by Applicable Law at the same time or in subsequent times or actions:

(a) Proceed to draw upon Lessee's Contract Security (if applicable).

(b) Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Leased Premises and relet or attempt to relet the Leased Premises on behalf of Lessee at such rent and under such terms and conditions as City may deem best under the circumstances for the purpose of reducing Lessee's liability. City shall not be deemed to have thereby accepted a surrender of the Leased Premises, and Lessee shall remain liable for all Rent, or other sums due under this Lease and for all damages suffered by City because of Lessee's breach of any of the covenants of the Lease.

(c) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Premises, whereupon all right, title and interest of Lessee in the Leased Premises shall end.

(d) Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

(e) If any policy of insurance required under this Lease shall expire and not be renewed or replaced by Lessee within five (5) days of such expiration, the City may obtain such insurance, and the cost of such insurance shall be reimbursed by Lessee to the City as Additional Rent within fifteen (15) days of Lessee's receipt of an invoice therefor.

(f) Exercise any other remedy available to the City for such Event of Default under Applicable Law.

8.3 Habitual Default. Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly, or repetitively defaulted in the performance of or breached any of the terms, covenants, and conditions required herein to be kept and performed by the Lessee, and regardless of whether the Lessee has cured each individual condition of breach or default, the Lessee may be determined by the City to be an "habitual violator." At the time that such determination is made, the City shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Lessee that, notwithstanding any other provision of this Article 9, there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative, and collectively shall constitute a condition of noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, the City may terminate this Lease upon the giving of written notice of termination to the Lessee, such termination to be effective upon delivery of the notice to the Lessee.

8.4 Additional Provisions. No re-entry or retaking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to City hereunder or of any damages accruing to City by reason of the violations of any of the terms, provision and covenants herein contained. City's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as City's waiver of such event of default. No forbearance by City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be

deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by City to enforce or waiver of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by City following repossession.

In the event City commences any proceeding to enforce this Lease or the relationship between the Parties or for nonpayment of Rent (of any nature whatsoever, in whole or in part) or additional monies due City from Lessee under this Lease.

8.5 Waiver of Jury Trial. City and Lessee shall, and they hereby do, knowingly, voluntarily and intentionally, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of City and Lessee, Lessee's use or occupancy of the Leased Premises and/or building, and/or claim or injury or damage.

8.6 Time of the Essence. Time is of the essence of this Lease, and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, City may declare Lessee to be in default of this Lease.

8.7 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 Lease. If City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Lease 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 Lease, 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 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.

ARTICLE 9 MAINTENANCE AND REPAIR

9.1 Lessee's Responsibilities. Lessee shall throughout the Term of this Lease assume the entire responsibility and shall relieve City from all responsibility for all repair and maintenance whatsoever of the Leased Premises whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and without limiting the generality hereof, shall:

(a) Keep the Leased Premises at all times in a clean and orderly condition and appearance and all Lessee's fixtures, equipment and personal property which are located in any part of the Leased Premises.

(b) Repair and maintain all building systems, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures and exterior non-load bearing walls.

(c) Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any Applicable Law.

(d) Keep all areas of the Leased Premises, including the apron areas, if any, in a state of good repair, to include repair of any damage to the pavement or other surface of the Leased Premises or the Facility caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(e) Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises, except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by Lessee or any subtenants.

9.2 City's Rights. City shall not be liable for, or required to make, any repairs or perform any maintenance upon the Leased Premises. If Lessee fails to perform Lessee's maintenance responsibilities, City shall have the right, but not the obligation, to perform such maintenance responsibilities, provided City has first, in any situation not involving an emergency, by written notice to Lessee, afforded Lessee a period of ten (10) days within which to commence corrective action to correct the failure. All costs incurred by City in performing Lessee's maintenance responsibility, plus a twenty-five percent (25%) administrative charge, shall be paid by Lessee within ten (10) days of receipt of billing therefor.

ARTICLE 10 ALTERATIONS AND IMPROVEMENTS

10.1 Written Consent. Lessee shall make no alterations or improvements to the Leased Premises without the prior written consent of the Airport Director or other authorized representative of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

10.2 Conditions. 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 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.

10.3 Certification of Improvement Costs; As-Built Drawings. 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.

ARTICLE 11 TITLE TO IMPROVEMENTS

All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Louisiana, are part of the realty, including without limitation heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities, and all other permanent improvements placed upon the Leased Premises, with or without consent of City, and shall become and be deemed to be a part of the Leased Premises, shall be free and clear of all liens and shall become the property of City upon the earlier of (x) the expiration of the Initial Term or (y) termination or default of this Lease., and shall remain on the Leased Premises unless otherwise directed by the City. Title to all personal property, furnishings and trade fixtures (unless paid for by the City) shall be and remain with Lessee and may be removed from the Leased Premises at any time, provided Lessee is not then in default hereunder, and further provided Lessee exercises care in the removal of same and repairs any damage to the Leased Premises caused by said removal. Personal property, furnishings and trade fixtures which are paid for by the City shall be titled to the City, and shall not be removed from the Leased Premises without prior written consent of the City.

ARTICLE 12 CONSTRUCTION LIENS

City's interest in the Leased Premises shall not be subjected to any construction, mechanic's, materialman's, tax, laborer's or any other lien, whether City has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless City and its interest in the Leased Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien that is satisfactory to the City in its sole discretion.

**ARTICLE 13
UTILITIES**

Lessee agrees to provide for its own connections with utilities and to make separate agreements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the Leased Premises and, if required by the utility agencies as a condition of continuing said services, Lessee shall install and pay for standard metering devices for the measurement of such services. Lessee shall be solely responsible for all utility charges, including without limitation, natural gas, electricity, sewer, telecommunications and water used on the Leased Premises during the Term. Lessee further agrees that City shall have the right, without cost to Lessee, to install and maintain in, on, or across the Leased Premises sewer, water, gas, electric and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of City; provided, however, that City shall carry out such work and locate above-ground structures in a manner that does not unreasonably interfere with the Lessee's use of the Leased Premises.

**ARTICLE 14
INGRESS AND EGRESS**

Lessee, the Lessee Parties, and its suppliers of material and furnishers of services, shall have the right of ingress and egress to the Leased Premises via appropriate taxiways, public or private ways to be used in common with others having rights of passage, provided that City may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate means of ingress and egress is available. The City may at any time temporarily or permanently close any taxiway, roadway or other area used as ingress or egress to the Leased Premises presently or hereafter used as such, so long as an alternative means of ingress and egress is made available to Lessee and so long as such closure does not prevent Lessee from using the Leased Premises as Lessee intends; provided, however, that the City may close any such means of access or egress without providing an alternative means of ingress or egress due to a force majeure event or for a commercially reasonable period of time necessary to repair or otherwise maintain such areas and facilities (a "Total Closure"). In the event any such Total Closure is necessary, the City will provide Lessee with advance, written notice reasonable under the circumstances and use diligent efforts to coordinate any such closure and maintenance activities with Lessee to minimize any adverse effects upon Lessee's operations. Lessee hereby releases and discharges City, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any taxiway, apron, runway, street, roadway, or other areas used as such, whether within or outside the Leased Premises, provided that City makes available to Lessee an alternate means of ingress and egress.

**ARTICLE 15
TAXES, PERMITS, LICENSES**

In addition to those obligations set forth in Article 8, Lessee shall bear, at its own expense, all costs of operating its equipment and business, any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the Leased Premises or improvements or property Lessee places thereon and any assessed against the operation of the business and any ad valorem,

sales, use or similar taxes levied or assessed with respect to this Lease or the Leased Premises, whether assessed at the Effective Date or thereafter imposed, regardless of whether such taxes are assessed against the Lessee or the City. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. Lessee shall bear all costs of obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to City.

ARTICLE 16 INSURANCE

Lessee shall provide, pay for, and maintain insurance per the Minimum Standards for the Airport, as such may be revised from time to time, or the types of insurance set forth at **Exhibit C**, whichever is greater. 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.

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.

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.

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.

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.

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.

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:

Airport Director, Monroe Regional Airport
ATTN: Facility Insurance
5400 Operations Road
Monroe, LA 71203

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

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.

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.

ARTICLE 17 INDEMNIFICATION

- 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 negligent or 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 by Lessee which occur during the term of this Agreement, whether such term expires naturally by passage of time or is terminated earlier.

ARTICLE 18 ENVIRONMENTAL REGULATIONS

18.1 Environmental Representations. Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease 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 is knowledgeable regarding any and all Environmental Laws 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. Lessee agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.

(b) 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.

(c) Lessee shall, prior to commencement of any of Lessee's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.

(d) Lessee, and all Lessee Parties, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants applicable to its operations and responsibilities 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 its permitted uses at the Leased Premises 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 as hereinabove required.

(g) Lessee agrees to cooperate with any investigation, audit or inquiry by City or any Governmental Authority regarding possible violation of any Environmental Law relating to its operations on the Leased Premises or at the Airport.

18.2 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 applicable to 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.

18.3 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.

18.4 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 agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to City and to such applicable Governmental Authorities in case of any spill, leak or other emergency situation involving Hazardous Materials. Designation of this emergency

coordination may be required by Environmental Laws. Lessee agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the Leased Premises.

18.5 Violation.

(a) 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 shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("*Site Reviewers*") 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. The Site Reviewers shall perform such tests on the Leased Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event City conducts testing due to information other than a notice of violation from a Governmental Authority, and the testing does not reveal any contamination in excess of permissible EPA tolerances, other than the contamination referenced in Article 21 of this Lease, City agrees to bear all costs association with the testing.

(b) 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 twenty-four (24) hours of receipt by Lessee or Lessee's agent.

18.6 City Liability. Should any environmental damages to the Leased Premises be wholly caused by City or its agents, employees or contractors, City shall be responsible for any liability arising out of those damages and agrees to remedy or remediate such damages in a reasonable manner and time.

ARTICLE 19 FEDERAL STORM WATER REGULATIONS

Lessee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to Federal storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Leased Premises and its operations at the Airport. Lessee agrees to participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any Hazardous Materials. Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by Applicable Law, by Lessee or any Lessee Parties, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

ARTICLE 20
ENVIRONMENTAL INSPECTION

20.1 Environmental Inspection at Commencement of Lease Term. Prior to beginning any construction on the Leased Premises, Lessee shall obtain, at its cost and expense, a Phase I Environmental Report on the Leased Premises. If required or indicated by the Phase I Environmental Report, Lessee shall also pay the cost of a Phase II Environmental Report. The Phase I Environmental Report (and if necessary, the Phase II Environmental Report) shall be used to and establish a base line indicating the current condition of the Leased Premises (herein after referred to as the "Base Line Environmental Reports").

20.2 Pre-Existing Contamination. Notwithstanding any other provision of this Lease, Lessee shall have no liability or responsibility to the City or to any other third-party with respect to any Pre-Existing Environmental Condition or any Third-Party Environmental Condition at the Airport, including the Leased Premises. The term "Pre-Existing Environmental Condition," as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws and which Lessee demonstrates were present on or before the Effective Date, and including any subsequent migration, movement, or transformation of such substances, materials, matter, or Hazardous Materials after the Effective Date. The term "Third-Party Environmental Condition," as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws, and the presence of which Lessee demonstrates were or are caused or permitted by any Person not affiliated with Lessee or any Lessee Party, and whether or not such substances, materials, matter, or Hazardous Materials were or are present on, before, or after the Term Commencement Date.

20.3 Environmental Inspection at End of Lease Term. Within the last sixty (60) days of the Term or within sixty (60) days after earlier Lease termination, City shall have the right to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea formaldehyde, and radon gas existing on the Leased Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Leased Premises from any source.

Lessee hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, to the extent arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and

adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease.

With regard to any contamination caused by Lessee, or arising by reason of Lessee's use or occupancy of the Leased Premises, Lessee shall immediately take such action as is necessary to clean up and remediate the Leased Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; 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 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.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by City, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Louisiana or the United States government and be acceptable to City.

Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Leased Premises to the extent caused by Lessee or occurring by reason of Lessee's use or occupancy of the Leased Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

City understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the City property to the extent caused by City or occurring by reason of City's use or occupancy of the Leased Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

ARTICLE 21 STORAGE TANKS

Lessee agrees that it will not have any underground or above ground storage tanks ("Tanks") on the Leased Premises unless specifically authorized in writing by City. If any tank is authorized by City, Lessee covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of Tanks including financial responsibility and corrective action requirements.

ARTICLE 22 NONDISCRIMINATION

Lessee acknowledges that the City is required by the FAA under the terms of certain agreements between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Lease certain required contract provisions, attached as **Exhibit D** hereto (the "Federal Nondiscrimination Clauses").

Lessee agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. Lessee further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from the City of such required modifications.

**ARTICLE 23
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.

**ARTICLE 24
RIGHT OF ENTRY**

City shall have the right to enter the Leased Premises during normal business hours with no less than twenty-four (24) hours' notice to Lessee (which may be oral), except in an emergency, to inspect the Leased Premises for the purpose of determining whether Lessee is in compliance with the requirements of this Lease, provided such inspection does not unreasonably interfere with Lessee's business operations. If, upon inspecting the Leased Premises, the City reasonably determines that the Lessee is not in compliance with this Lease, the City shall provide the Lessee with a written notice of noncompliance listing the items that are not in compliance with this Lease. If the Lessee does not initiate corrective action to cure the items in noncompliance within ten (10) days and pursue in a diligent manner to complete actions to cure said noncompliance, the City may, but is not obligated to, cure said noncompliance items. In the event the City cures noncompliance items, Lessee agrees to be liable to the City for payment of all costs incurred by the City, including costs and administrative overhead fee of twenty-five percent (25%), which shall be due and payable to the City as Additional Rent within thirty (30) days from the date of written notice from the City. Notwithstanding anything to the contrary contained herein, City reserves the right to enter the Leased Premises at any time with or without notice in case of emergency.

**ARTICLE 25
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.

ARTICLE 26
SUBORDINATION TO DEED AND GRANT AGREEMENTS

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. 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 or agreements, 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 Article, 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 Facility(ies) or improvements shall immediately transfer to the City. Lessee shall have no further recourse against the City.

ARTICLE 27
SIGNS

27.1 Written Approval. Except with the prior written approval of the City, which may not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Leased Premises or in the Leased Premises so as to be visible from outside the Leased Premises.

27.2 Removal. 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.

**ARTICLE 28
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.

**ARTICLE 29
MORTGAGE RIGHTS OF LESSEE**

Notwithstanding the prohibition upon the placement or creation of liens set forth in this Lease, including any leasehold interests created hereunder in the Leased Premises, the Lessee may, upon prior written permission of the City, pledge the Lessee's leasehold interest created hereunder pursuant to a mortgage, deed of trust, security deed, or other security instrument encumbering the leasehold estate created by this Lease (a "Leasehold Mortgage"), provided that such pledge is made in connection with the financing or refinancing (a "Loan") of amounts to be used solely for the construction of the Project referenced herein or other improvements to the Leased Premises and shall be subject, subordinate, and inferior at all times to the rights of the City under this Lease. Approval of a Leasehold Mortgage may be given by the City only if, at a minimum, the following conditions are satisfied:

- (a) The documents which are to be used to finance and secure the proposed transaction (i.e. the obtaining of funds and placing of a leasehold mortgage) are submitted to the City for review and approval prior to their execution by the putative lender (the "Lender") and the Lessee (the "Proposed Financing Documents");
- (b) The funds obtained via the transaction contemplated under the Proposed Financing Documents are to be used solely for the construction of the Project, construction of additional improvements to the Leased Premises approved by the City, or refinancing any Loan for such purposes;
- (c) The entity providing the Loan shall be a financial institution regularly engaged in the business of making mortgage loans secured by commercial properties, with a net worth of not less than twenty million dollars (\$20,000,000) which is not an affiliate of Lessee (a "Lender");
- (d) The Lender must certify to the City that it has reviewed this Lease and accepted provisions that may affect the Leasehold Mortgagee and that no loan requirements conflict with or materially diminish any provisions of this Lease;
- (e) The Proposed Financing Documents include the following terms:
 - (i) The encumbrances under the Proposed Financing Documents shall be subordinate to the City's interests under this Lease;

- (ii) The term of any such Loan shall not exceed the Term of this Lease (excluding any extensions);
- (iii) Upon any default by the Lessee under the note, mortgage, or any of the other Proposed Financing Documents (a "Financing Default"), the City shall have a lien with first priority on all Lessee-owned property at the Leased Premises;
- (iv) The Lender agrees to provide and maintain current contact information with the City and provide the City with concurrent copies of any notices or communications regarding a Financing Default;
- (v) The City shall be notified at least seven (7) days prior to the Lender exercising its rights under the Leasehold Mortgage to take possession or control of the Lessee's business or the Leased Premises or any portion thereof;
- (vi) The Lender explicitly agrees that the Leased Premises and any improvements made thereupon must be used solely for the permitted uses set forth in this Lease and no others, and any change in use may occur only upon prior written permission of the City, which the City may grant or deny in its sole discretion;
- (vii) The Leasehold Mortgage may secure only Lessee's obligations with respect to a Loan that will be applied to finance or refinance improvements to the Leased Premises and may not cross collateralize or secure any other loans or obligations of Lessee;
- (viii) In the event that the Lender exercises its security interest in the Leasehold Mortgage to take possession or control of the Lessee's business, the Leased Premises, or any part thereof, the Lender is limited to a total period of twelve (12) months to locate a replacement tenant that is acceptable to the City, in its reasonable discretion. In the event that a tenant acceptable to the City is not obtained within the above-referenced twelve (12) month period, then the Leasehold Mortgage shall terminate and all of the Lender's rights in this Lease, the Improvements constructed upon the Leased Premises, or any part thereof shall be extinguished;
- (ix) The Lender agrees to hold the City harmless for any damages the Lender may incur as a result of any action or inaction in connection with the exercise of the City's rights under this provision of the Lease or the related Proposed Financing Documents, including, without limitation the Leasehold Mortgage; and
- (x) Any Financing Default relating to the encumbrances under the Proposed Financing Documents shall be a default of this Lease.

- (f) *Failure to Comply.* If the Lender or other lienholder fails to comply with any of the foregoing requirements, such failure shall be an Event of Default under this Lease and the City may at any time (but is not required to) terminate this Lease and exercise any rights the City may have under this Lease for an Event of Default.
- (g) *No Additional Leasehold Mortgages.* Lessee may enter into and encumber the Leased Premises with only one Leasehold Mortgage in accordance with this Article 31 at any time.
- (h) *Lender's Right to Cure.* If Lessee enters into a Leasehold Mortgage in accordance with this Article 30, and if the Lessee or the Lender has notified the City pursuant to this Lease of the existence of such Leasehold Mortgage and has provided the address to which any notices to the Lender are to be mailed, then all notices given under this Lease to the Lessee shall also be sent to the Lender at the address provided by the Lender to the City. Any notice properly mailed to Lender by registered mail, postage and fees prepaid, shall be deemed delivered when mailed, whether received or not. The Lender shall have the right to remedy any default under this Lease or cause the same to be remedied and the City shall accept such performance by or at the direction of such Lender as if the same had been made by the Lessee. From the date the Lender receives notice of an occurrence of default from the City there shall be added to any grace period allowed by the terms of this Lease an additional ten (10) days, in the case of default in payment of Rent due under this Lease, or an additional thirty (30) days, in the case of all other defaults, for such Lender to cure the same beyond the time allowed to the Lessee. In case of a default, other than failure to pay Rent, the City shall not be permitted to terminate this Lease by reason of the occurrence of such default if the Lender, within thirty (30) days after the giving of notice of such default, commences foreclosure or similar proceedings under the Leasehold Mortgage for the purpose of acquiring the Lessee's interest in this Lease and thereafter diligently prosecutes the same, and shall bring current all payments of Rent payable by the Lessee hereunder. The Lender may become the legal owner and holder of the leasehold estate under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. While such Leasehold Mortgage is in effect, the City shall not accept any surrender or cancellation of this Lease by the Lessee or amend or modify any material provision of this Lease without the Lender's prior written consent, which such consent shall not be unreasonably withheld or delayed.
- (i) Notwithstanding any term or provision of any Leasehold Mortgage or this Lease to the contrary, under no circumstances shall any such Leasehold Mortgage or Loan constitute an indebtedness or obligation of the City nor shall the City be liable in any way for the payment of any portion of the indebtedness evidenced by such Leasehold Mortgage or for the payment or performance of any obligation thereunder or secured thereby. Nothing in this Lease shall operate as a pledge of the City's credit within the meaning of any constitutional or statutory debt limitation.

- (j) The City agrees to consider, in good faith, reasonable modifications to this Lease at the request of the Lender, should the Lender deem such modifications required as a condition of financing. The City shall not be required to grant such modifications.

**ARTICLE 30
RENT A SEPARATE COVENANT**

Lessee shall not for any reason withhold or reduce Lessee's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent and any other rents, fees or charges provided hereunder is a covenant by Lessee that is independent of the other covenants of the Parties hereunder.

**ARTICLE 31
ASSIGNMENT**

Lessee shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for the City to require that any assignee or subtenant meet certain objective financial worth and operational standards. Any assignment or sublease without the written consent of the City shall be void *ab initio* and of no force or effect. 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 Lease or as this Lease may be subsequently amended or modified. City reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and **LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AFTER SUCH ASSIGNMENT OR SUBLEASE.** If the City's consent to a sublease is given, Lessee shall comply with the provisions of Section 6.6 hereof regarding calculation and payment of Transaction Rent. Lessee shall provide City a copy of the proposed sublease agreement prior to any request for consent. All subleases shall be limited to a term of one (1) year unless otherwise agreed to in writing by City.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Lessee shall have an affirmative obligation to notify immediately City of any such change.

**ARTICLE 32
EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES**

32.1 Damage to, Destruction or Condemnation of 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.

32.2 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. The City shall use commercially reasonable efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in size, type, character, condition, and suitability for Lessee's operations during such period of repair or reconstruction.

32.3 Untenantable Conditions.

In case the Facility 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 Facility and 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 33
NO ACCEPTANCE OF SURRENDER**

No act or thing done by City or any City Party during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

**ARTICLE 34
PERSONAL PROPERTY**

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.

**ARTICLE 35
APPLICABLE LAW AND VENUE**

Notwithstanding any other provision of any Applicable Laws, this Lease shall be construed in accordance with the laws of the State of Louisiana. Venue for any action brought pursuant to this Lease shall be solely in Ouachita Parish, Louisiana. Any action for breach of or enforcement of any provision of this Lease shall be brought in a court of appropriate jurisdiction in and for Ouachita Parish, Louisiana.

**ARTICLE 36
ATTORNEY'S FEES AND COSTS**

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.

**ARTICLE 37
INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 38
NOTICES AND COMMUNICATIONS**

All notices or other communications to City or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service and, if mailed, upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, or one (1) day after delivery to a nationally recognized overnight delivery service, fees pre-paid, addressed as follows:

To City:
Charles Butcher
Airport Director
City of Monroe
P. O. Box 123
Monroe, LA 71210
318-329-2460

To Lessee:
Philip Thomas
Pilots For Patients
5510 Operations Rd
Monroe, LA 71201
318-322-5112

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

**ARTICLE 39
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 Lease 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 under this Article .

**ARTICLE 40
RELATIONSHIP OF THE PARTIES**

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible for such acts or omissions nor shall the City and Lessee be considered as joint venturers. Nothing in this Lease is intended to create any third-party beneficiaries hereto.

**ARTICLE 41
CONFIDENTIAL INFORMATION**

Simultaneously with providing any records to the City, Lessee shall identify any such records that Lessee claims are confidential or trade secrets ("Confidential Information") under Louisiana law. In the event the City receives any public records request for such Confidential Information, the City shall notify Lessee and allow Lessee a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. If Lessee fails to identify any such records as Confidential Information when they are initially provided to the authority, the City may disclose such records pursuant to a public records request without notice to Lessee.

**ARTICLE 42
NO INDIVIDUAL LIABILITY**

The Parties agree that neither the directors or Board members, nor any officer, employee, representative, or agent of either Party shall be personally liable for the satisfaction of such Party's obligations under this Lease, and each Party shall look solely to the assets of the other for satisfaction of any claims hereunder.

**ARTICLE 43
MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the Parties hereto and their heirs, personal representatives, successors and assigns.

This Lease, and instruments or documents relating to same, shall be construed under Louisiana law.

This Lease represents the complete Lease between the Parties and any prior agreements or representations, whether written or verbal, are hereby superseded.

This Lease may subsequently be amended only by written instrument signed by the City and Lessee.

Nothing in this Lease shall operate to waive any sovereign or governmental immunity protections available to the City under applicable law.

ARTICLE 44
SHORT-FORM LEASE

City and Lessee shall execute and record a short form or memorandum of this Lease in customary form and content, setting forth, at a minimum, the leasehold interest granted hereunder, the Term of this Lease and the prohibition against construction liens for Lessee's improvements. The original of this Lease shall not be recorded.

Remainder of Page Intentionally Left Blank
Signature Page Follows

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: **Stacey Rowell**
Title: Director of Administration

BY: _____
Printed Name: **Philip Thomas**
Title: President and Founder

WITNESSES FOR CITY:

WITNESSES FOR LESSEE

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

**EXHIBIT A
LEASED PREMISES**

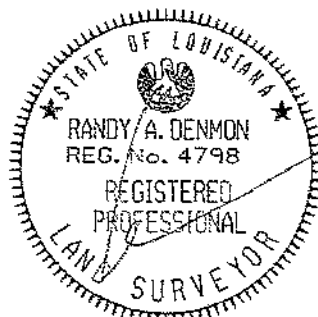
AUGUST 15, 2016
REVISED: AUGUST 18, 2016

**A LEGAL DESCRIPTION
OF
VACANT LAND
AT
MONROE REGIONAL AIRPORT
(1.609) ACRES (70,094.36 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 $52^{\circ}46'36''$ 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 $41^{\circ}22'32''$ East, a distance of 4038.34' to a point and being the POINT OF BEGINNING; thence, North $40^{\circ}12'37''$ West, a distance of 360.65' to a point; thence, North $49^{\circ}34'29''$ East, a distance of 195.31' to a point; thence, South $40^{\circ}27'48''$ East, a distance of 343.83' to a point; thence, South $50^{\circ}19'42''$ West, a distance of 55.25' to a point; thence, South $41^{\circ}23'47''$ East, a distance of 20.28' to a point; thence, South $49^{\circ}39'21''$ West, a distance of 97.62' to a point; thence, South $52^{\circ}55'09''$ West, a distance of 44.44' back to the POINT OF BEGINNING and containing 1.609 acres (70,094.36 sq. ft.) more or less.

This survey depicts the buildings and existing equipment to be conveyed and not the property that the buildings and equipment occupy.

Ownership of land that the buildings and equipment are on belongs to the City of Monroe and will not be conveyed.



8/18/16

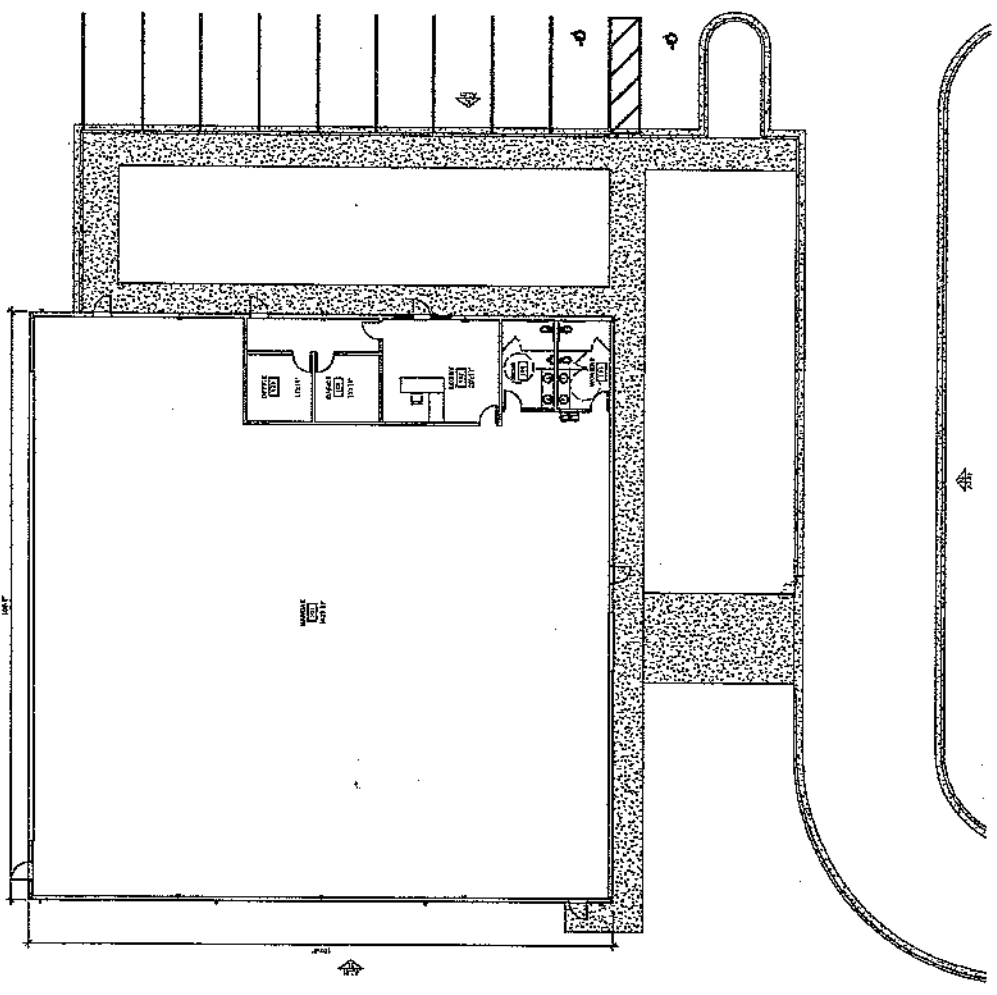
A1.01

THIS DOCUMENT IS
FOR INFORMATION ONLY.
IT DOES NOT CONSTITUTE
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KSA
KSA Insurance Agency, Inc.
10000 Lakeside Drive
Dallas, TX 75243
PH: 972.382.1000
WWW.KSA.COM

KSA

DATE	08-1-14
PROJECT	NEW HANGAR AND OFFICES PILOTS FOR PATENTS MONROE, LOUISIANA
ARCHITECT	PERKINS+WILL
DATE	08-1-14
SCALE	AS SHOWN
DESIGNED BY	PERKINS+WILL
DRAWN BY	PERKINS+WILL
CHECKED BY	PERKINS+WILL
APPROVED BY	PERKINS+WILL

NEW HANGAR AND OFFICES
PILOTS FOR PATENTS
MONROE, LOUISIANA
FLOOR PLAN (DIMENSION)



01 PROPOSED FLOOR PLAN

NO.	DESCRIPTION
1	FLOOR PLAN
2	SECTION
3	DETAIL
4	FOUNDATION
5	MECHANICAL
6	ELECTRICAL
7	PLUMBING
8	PAINT
9	FINISH
10	LANDSCAPE
11	EXTERIOR
12	INTERIOR
13	MECHANICAL
14	ELECTRICAL
15	PLUMBING
16	PAINT
17	FINISH
18	LANDSCAPE
19	EXTERIOR
20	INTERIOR

DATE	
SCALE	
PROJECT	
CLIENT	
ARCHITECT	
ENGINEER	
CONTRACTOR	
PERMIT NO.	
ISSUE NO.	
REVISIONS	

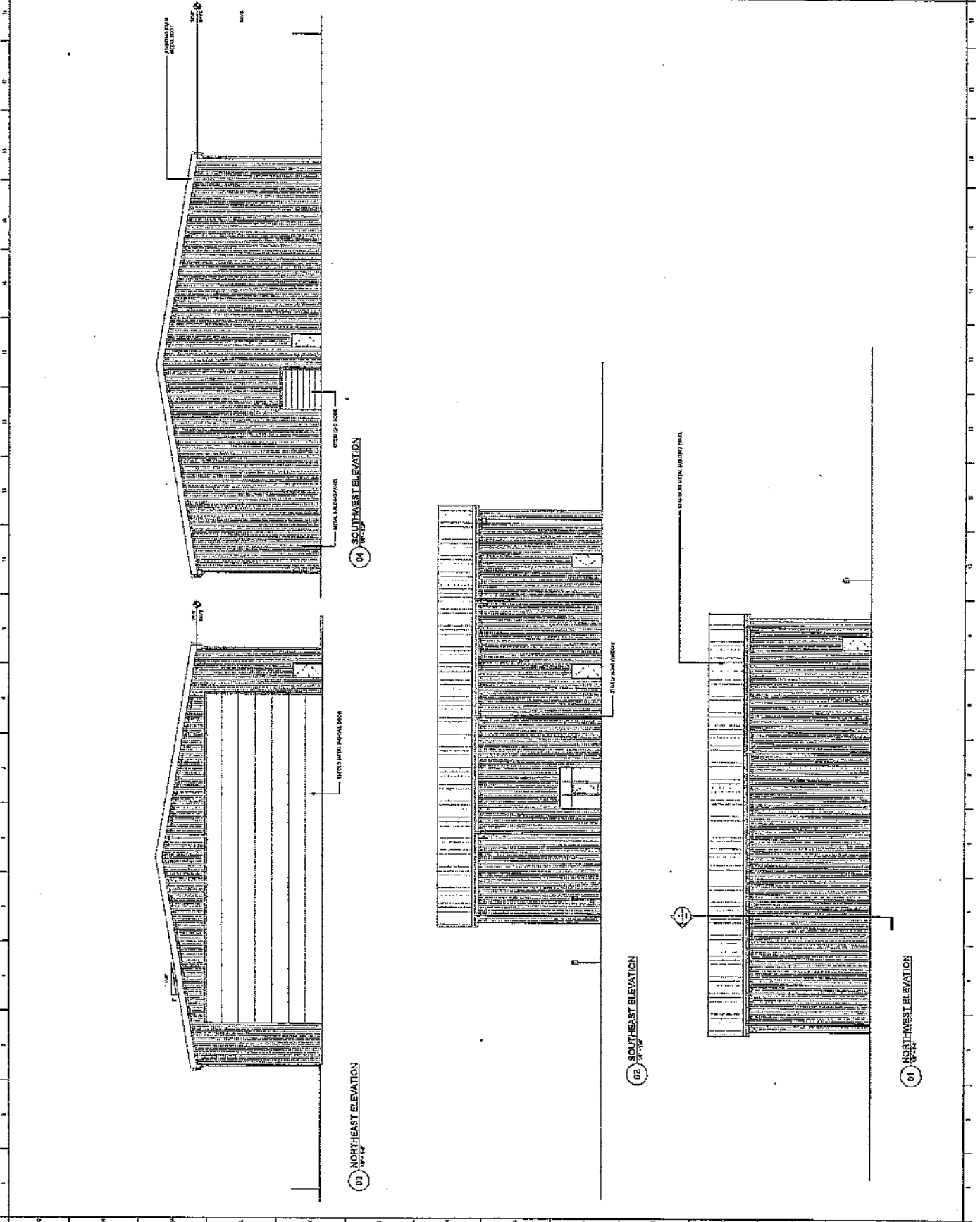
NEW HANGAR AND OFFICES
 PLOTS FOR PATENTS
 MONROE, LOUISIANA
 EXTERIOR ELEVATIONS

DATE	12/1/12
SCALE	
PROJECT	
CLIENT	
ARCHITECT	
ENGINEER	
CONTRACTOR	
PERMIT NO.	
ISSUE NO.	
REVISIONS	



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 1514 2012

A2.01



THIS DOCUMENT IS THE PROPERTY OF KSA AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KSA. THIS DOCUMENT IS FOR CONSULTANT USE ONLY. PROJECT NUMBER: 18-19-2024 PERMIT NUMBER:

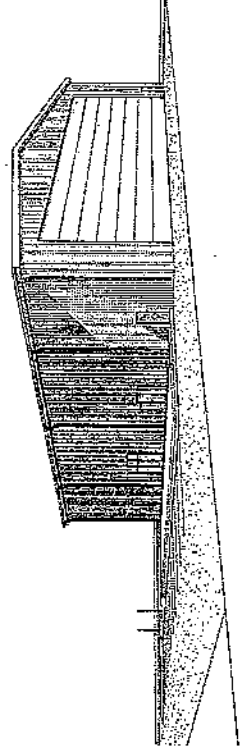


ARCHITECT
KSA
 1015 PINE STREET
 SUITE 100
 MONROE, LOUISIANA 70132
 TEL: (504) 233-1000
 WWW.KSAARCHITECTURE.COM

3D VIEWS

NEW HANGAR AND OFFICES
 PILOTS FOR PATIENTS
 MONROE, LOUISIANA

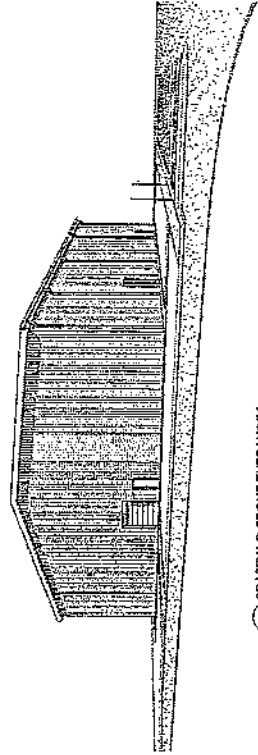
02 3D VIEW @ REAR ENTRANCE



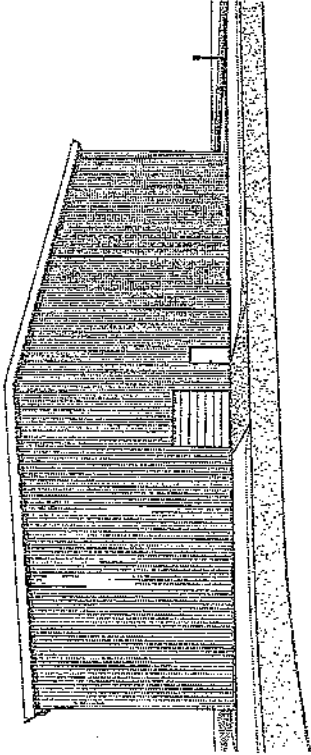
04 3D VIEW @ PARKING LOT



01 3D VIEW @ FRONT ENTRANCE I



03 3D VIEW @ FRONT ENTRANCE II



**EXHIBIT B
RENT SCHEDULE**

Year 1 - \$10,513.20	Year 18 - \$12,170.34
Year 2 - \$10,513.20	Year 19 - \$12,170.34
Year 3 - \$10,513.20	Year 20 - \$12,778.86
Year 4 - \$10,513.20	Year 21 - \$12,778.86
Year 5 - \$11,038.86	Year 22 - \$12,778.86
Year 6 - \$11,038.86	Year 23 - \$12,778.86
Year 7 - \$11,038.86	Year 24 - \$12,778.86
Year 8 - \$11,038.86	Year 25 - \$13,417.80
Year 9 - \$11,038.86	Year 26 - \$13,417.80
Year 10 - \$11,590.80	Year 27 - \$13,417.80
Year 11 - \$11,590.80	Year 28 - \$13,417.80
Year 12 - \$11,590.80	Year 29 - \$13,417.80
Year 13 - \$11,590.80	Year 30 - \$14,088.69
Year 14 - \$11,590.80	Fair Market Rent Adjustment
Year 15 - \$12,170.34	
Year 16 - \$12,170.34	
Year 17 - \$12,170.34	

EXHIBIT C
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

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 \$1,000,000 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. **Hangarkeeper's Legal Liability.** If stored aircraft are part of the Lessee's operations, Lessee shall agree to maintain Hangarkeeper's Legal Liability providing property damage to aircraft which are the property of others and in the care, custody, or control of the Lessee, but only while such aircraft are not in flight, in an amount not less than \$10,000,000 any one aircraft, \$15,000,000 any one occurrence.
7. **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.

EXHIBIT D

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Lessee") agrees as follows:

1. **Compliance with Regulations:** 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, or national origin 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 Agreements, 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 subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of 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:** 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 Agreement, in whole or in part.
6. **Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit D, Section (A) in every contract, including

procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. 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 Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, 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, 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 Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, 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. 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);
- iii. 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);

- iv. 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;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. 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);
- vii. 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);
- viii. 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;
- ix. 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);
- x. 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;
- xi. 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
- xii. 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. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. This provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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 Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

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 AND SELL TO KEVIN LEE ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOTS 11 & 12, SQUARE 21, ALEXANDERS ADDITION, AND THAT PORTION OF AN ALLEY REVOKED IN BOOK 1334/673, (NO SITUS) DICK TAYLOR ST., DISTRICT 4, OUACHITA PARISH, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

**Lots 11 & 12, Square 21, Alexanders Addition
And that portion of an alley revoked in Book 1334/673
(No Situs) Dick Taylor St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #48140**

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2548 at page 904 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 were validly assessed by the City of Monroe against Glenda King Griffin;

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

WHEREAS, Kevin Lee wishes to purchase said property from the City of Monroe;

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

WHEREAS, Kevin Lee has paid One Thousand Four Hundred Seventy-Five and 14/100 (\$1,475.14) which includes Eight Hundred Thirteen and 14/100 (\$813.14) in City and Parish taxes, the remainder being legal fees legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Glenda King Griffin with no response; the City of Monroe desires to sell to Kevin Lee the property described as follows:

**Lots 11 & 12, Square 21, Alexanders Addition
And that portion of an alley revoked in Book 1334/673
(No Situs) Dick Taylor St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #48140**

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

This Ordinance was introduced on the ____ day of July 2024.

Notice published on the ____ day of July 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 the _____ day of August 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO