

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – MARCH 12, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF FEBRUARY 27, 2024:
AND THE LEGAL AND SPECIAL BUDGET HEARING MEETING FEBRUARY 26, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:

NONE.

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 1613 Wood Street (D3) – (Curator -Owners - S. Birds L.L.C.; Richland State Bank)
2. 613 South 2nd St. (D4) – (Curator - Owners – Brown & Sons Realty, LLC; Madison P. Owens)
3. 400 Moore Ave. (D4) (Curator - Owner – Tiarra L. Kage)
4. 308 South 1st St. (D4) – (Curator - Owners – Anthony Lavelle Jones, Jr.; Elena Jones)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

None.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

None.

2. Department of Administration:

Public Comment:

None.

3. Department of Planning & Urban Development:

Public Comment:
None.

4. Legal Department:
Public Comment:
None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Northeast Louisiana Children's Museum, Inc. and further providing with respect thereto.

(b) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Miss Louisiana Organization and further providing with respect thereto.

(c) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with Ouachita Green 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:
None.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance adopting the fiscal year 2024-2025 Operating Budget and further providing with respect thereto. (Admin.)

(b) Introduce an Ordinance adopting a five-year Capital Improvement Program for the City of Monroe from May 1, 2024, to April 30, 2029, and further providing with respect thereto. (Admin.)

(c) 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. (Airport)

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

NONE

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
February 27, 2024
6:00 p.m.

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

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

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

There was absent: None.

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

The Invocation was led by Engineering Department Project Manager Mr. Arthur Holland.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey thanked everyone that check on him post-surgery and he said things are going well.

Ms. Woods said good evening and she said it is good to everybody. She said she has been in and out however she does have allergies that she is suffering with today. She took the opportunity to congratulate the Renaissance Committee, of which Mr. Herb Guillory is Chair for a beautiful Renaissance parade and she said it was truly one that should go down in the history books. She stated she thinks the City is getting better with the parade because there are more float entries and more participation. She said you couldn't have ordered a better day for the weather, and it was beautiful. She thanked Mr. Phillips from the Louisiana Purchase Gardens and Zoo that took his personal trailer and built her a float to be up close and personal with the people on the parade route.

(Ms. Dawson arrived at the City Council meeting at 6:02 pm.)

Mr. Marshall said good evening to everyone, and he announced the District 4 Community Engagement meeting is tomorrow, February 28, 2024, at the Emily P. Robinson Recreation Center at 5:30 pm. He said District 4's first community cleanup for the year will be March 16, 2024, at 9:00 am and it will start on the corner of South 8th and Orange Street. He congratulated Mr. Guillory and the Renaissance Committee on a beautiful parade on Saturday. He said was very attentive and he believes everyone had fun. He thanked the Renaissance Committee for putting in the time and effort to do the parade each year.

Mrs. Dawson thanked everyone for being in attendance and she stated the Community Cleanup mentioned by Mr. Marshall will be for District 4 and 5 on March 16. She said they look forward to all the residents coming out to help continue to make our city a clean place to live. She thank Mr. Guillory and she said she enjoyed herself on Saturday everything was beautiful, and she was so happy to be a part of the parade. She stated the citizens had so much fun and she has heard nothing but great feedback. She said for the Renaissance Committee to continue to do what they do every year, and she will continue to support even if she is not in it.

Mayor Friday Ellis echoed the sentiments of the Council to Mr. Guillory and the Renaissance Committee, and he stated it was a good weekend with a beautiful event put on. He noted the Martin Luther King Birthday Salute was well attended and another great event that the City puts on to shine a spotlight on people doing wonderful things in our community. He said the Parkview street improvement is groundbreaking which is a mile worth of mill and overlay. He said that they went in and cleaned out all the subsurface drainage before and looked at any problems that the City may have. He said that it will be a temporary inconvenience for parents, schools, and school buses getting back and forth, but we still look forward to the improved road conditions. He also acknowledged Megan Risinger, Grant Writer, on a job well done on the East Street sidewalks that will connect in front of Wossman and around the school district through there. He said that it's a great project to add to the many others that the City is working on. He said that if we know someone that is a real estate agent or someone that is in the banking industry the Real Estate

Broker and Commercial have quarterly meet ups, to where they meet with real estate agents to understand why the people are moving into to our community and why people are moving out of our community, which is a great feedback loop for the City, especially when it comes from some of the clients that they represent that may represent other companies looking to move here as well. He said that it is a great way for us to answer questions and stay in touch with our real estate community. He said that Councilwoman Ezernack was a part of this one as well and she provided a lot of great feedback. He said that he got another opportunity to welcome the next class of Leadership Ouachita. He said that if you haven't attended that and want to be a participant, he highly encourages others to do so. He said that you will learn about why our community is special and all the people who help make it special. He said that when a lot of folks start this program and when they came out on the other side of the program it gave them a better appreciation for their community more when they went in. He said that they had their final meeting to the Louisiana Economic Development Ready Community. He said that it was a yearlong process of meeting with business owners, stake holders throughout the community to discuss ways that we as the City can be more responsive to development needs and this is a great designation for our city, we will be one of the cities within the State of Louisiana that has that designation as a development ready community. He said what this means is when you have potential prospects that look throughout your city, this is one of the things that they know that we went through this process. He said that Development is ready to put speed to market now, if developers want to put sticks in the air they know that these communities have been through that process they understand the needs of development. On another note, the Mayor noted the State of the City, March 3, 2024, the viewing times are 7:30am on KNOE/CBS, 10:30am on KARD and KNOE/CW, 5:30pm and 10:00pm on KAY/ABC, and 10:30pm, on KTVE. He said this is another opportunity for our community to see some great people in our community doing great things. He further noted the State of the City focuses on residents who feel the impact of those projects and plans that the City is working on, and they tell you their side of the story and how its effected their daily lives. He said that it's a great way to inspire you about some things that are happening within the City and it's a great way for you to see the box top of the puzzle to see the direction in which the city is moving in and what the future looks like for the City of Monroe.

Mrs. Ezernack said earlier in the year she stated this is the year of kindness, caring, and peace and we need to all spread that to others. She further stated to remember if we do that it will be much easier for us to work together for the betterment of our families, community, and nation. She congratulated Mr. Marshall for his award at the MLK Birthday Salute and she is happy he was recognized for all he does for his community. She noted she was all in the Renaissance parade on Saturday, and she thanked Mr. Guillory and the committee. She further noted it was wonderful and it would not be her last time to go. She said it was a special day and the weather you could not have even asked for that kind of weather and gotten.

Upon a motion of Mr. Marshall and seconded by Mr. Harvey, the minutes of the Legal and Regular session of February 13, 2024, were unanimously approved. (Ms. Woods abstained. She was not present at the last City Council meeting.) (There were no public comments).

PRESENTATION:

North Delta Regional Planning & Dev. Dist., Inc.
Ouachita Council of Government (OCCOG)
Safe Streets of AH (SS4A) Safety Action Plan

Ms. Celine Flores Robinson, 411 East Ironwood Drive West, Monroe, stated the overarching objective of the plan is to develop a comprehensive safety strategy to mitigate roadway fatalities and serious injuries in Ouachita Parsh. She said they have been working on an action plan with consultants and in October they had kickoff envisioning meeting with Steering Committee and the Technical Advisory Committee. She said had a first round public engagement round table where they had a survey and three successful pop up events. She said the feedback that was received facilitated discussions on behavioral concerns such as poor roadway designs, unsafe intersections, lack of lighting, and issues related to pedestrian and bicycle infrastructure. She said they are starting their second round of public engagement and having more stakeholder meetings in March. She noted on the website at Northdelta.org/survey the survey will be available starting tomorrow February 28 and it will go through March 10th. She said that it is a much shorter timeframe this time around because the SS4A came out recently for FY2024 and the deadline for the Implementation Grant is May 16, 2024, so this action plan will be completed before the

deadline. She said that if the City is interested in those Implementation dollars the action plan needs to be completed per the deadline. She said that the survey is on their website, and she issued out flyers that have the QR code that will take you right to it and it has all the information. She asked if the City would share with the public to participate in the survey. She said that they want to hear everyone's feedback and concerns. She said this part of the survey will dive deeper into the strategies and recommendations of project areas on some of the concerns that they heard in the first round. She said that this is more of a technical look at the action plan.

Mrs. Ezernack wanted clarification on the dates for the survey.

Ms. Robinson noted until March 10, 2024, and it will all be on their website. She further noted she will be sharing more information, if anyone needs anything going forward please let her know.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8672 granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Reception: 61st Annual Juried Competition) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8673 granting an exception to the Open Container Ordinance to the Twin City Art Foundation (Off the Wall Annual Fundraiser) at the Masur Museum of Art pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments).

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8674 granting an exception to the Open Container Ordinance to the Northeast Louisiana Children's Coalition for the Annual Dragon Boat Festival pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance) and further providing with respect thereto. (There were no public comments).

Department of Administration:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider one (1) Renewal Application for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (There were no public comments).

Department of Planning & Urban Development:

Upon motion Ms. Woods, seconded by Mr. Marshall and unanimously approved Resolution No. 8675 authorizing an Agreement between the City of Monroe and Quest 4 Success, Inc. in the amount of \$100,000.00 from HOME – American Resue Plan (ARP) Funds and further providing with respect thereto. (There were no public comments).

Mrs. Ezernack wanted someone for PUD to give a brief synopsis about this exciting project.

Ms. Ellen Hill, Director of Planning & Urban Development, said this is one of the City's projects thanks to the City Council's adoption of Our Home Rescue Plan funds and it allowed the City to partner with developers that are looking to develop rental housing for affordable housing. She said the City was approached by a nonfit that has been in the housing but have also pursued funding through Louisiana Housing Corporation to develop rental housing. She said this is an opportunity to partner with them, put in a little bit of money, and the result will be four brand new single family homes available to rent in the Booker T. community for low to moderate income families.

Ms. Woods thanked Mr. and Mrs. Moore for their investment in the Booker T. community and District 3. She said if there is anything she can to be of assistance she is more than willing to be there for them.

Mayor's Office:

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8676 authorizing to apply for \$25,000,000 in funding from the United States Department of Transportation for the South Monroe Corridor Improvement Project and further providing with respect thereto. (There were no public comments.)

Mrs. Dawson and Mr. Harvey stated they are very excited about this project.

Mayor Ellis noted this project is a RAISE Grant application for the South 2nd Corridor for 25 million dollars with no local match. He further noted tonight the Council is approving any overages and the round of applications came back, and the City was scored highly favorable. He said the City was told to gather more community information and re-total the City's benefit cost analysis. He said the application deals with enhanced safety, drainage, beautification, sidewalk protection, pedestrian protection, and bicycle protection. He stated it is a wonderful project for our community and the City has been lobbying really hard for the last two years for this project.

Fire Department:

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8677 authorizing the City of Monroe to apply for and accept and Assistance to Firefighters Grant from FEMA for Defibrillators and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8678 authorizing the City of Monroe to apply for an accept an Assistance to Firefighters Grant from FEMA for Positive Pressure Ventilation fans and further providing with respect thereto. (There were no public comments.)

Mrs. Ezernack noted both items a and b (Fire Department) are very exciting projects for our community.

Engineering Services:

Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved Resolution No. 8679 authorizing a designated city representative to execute Change Order No. One (1) for the Chennault Golf Course Irrigation Pump Improvements Project and further providing with respect thereto. (There were no public comments.)

Ms. Woods wanted an update to know where the City is on this project.

Mr. Aruther Holland, Project Manager, stated this is an irrigation pump that the City purchased, and this contact involves the installation of the pump. He said the start up on the pump was yesterday and the change order for electrical work the City did some improvements. He said the City put a shed over the pump, added additional lighting, and relocated the electrical panel from the outside and put it under the shed. He said this was not a part of the original contract, but the City had enough funds in the contract that this change order is no cost. He said they are mainly asking for the additional 30 days.

Ms. Woods clarified the City is mainly asking for 30 days but everything is in place. She wanted to know if the project is complete.

Mr. Holland noted the project is complete but the problem the City is having is the pump is being hooked to an old system. He said when they started it up there were three blow outs and now the City has to make repairs to do a second startup to show that the pump can do what it is designed to do.

Mayor Ellis noted one thing a golf course needs to have is an irrigation system but that irrigation system has been gone for ages. He said then add a long drought and a severe freeze to your greens and it doesn't do any good. He further noted the old pump dredged from the bottom and would always have to send PD divers down there to check but this pump pulls from the surface. He said whenever the sorority golf tournaments happen there will be happy golfers out there.

Ms. Woods said they won't be pinking on the ground, but they will be pinking on the greens.

Mr. Holland said the City is trying to create green grass.

Ms. Woods noted they are elated.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8680 authorizing a designated city representative to sign and execute a Superseding Agreement between the Department of Transportation and Development and the City of Monroe for the Jackson Street Corridor Enhancement Route US 165 Business Project (H.007530) and further providing with respect thereto. (There were no public comments.)

Mrs. Dawson stated she is super-duper excited about this project because when she got into office she remember having multiple conversations and community meetings about Jackson Street. She said now since this project is happening it makes her very happy, and they have really been needing sidewalks especially with the ADA enhancements for the community on Jackson Street.

Mayor Ellis noted Winnsboro Road will follow this project in about 2 months.

Mrs. Ezernack stated another exciting project.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8681 approving Change Order No. Eight (8) for the Kansas Lane Ext (Old Sterling-US 165) Phase I Project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8682 authorizing the City of Monroe to apply for Hazard Mitigation Grant Program Funding for Water Pollution Control Center Standby Generators and further providing with respect thereto. (There were no public comments.)

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

The Chairman opened the Public Hearing.

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,210 authorizing the City of Monroe to enter into a Joint-Use Agreement with La DOTD for parking adjacent to Ouachita Grand Plaza and further providing with respect thereto. (Legal) (There were no public comments.)

Ms. Woods noted the City is doing a joint agreement with DOTD and she wanted to know what is the benefit of the City participating.

Mr. Brandon Creekbaum, City Attorney, stated the Ouachita Grand Plaza is a City owned building that is lease to the Housing Authority to house the elderly residents for many decades. He said when the City entered into the agreement with Ouachita Grand Plaza that the Housing Authority who operates that building but they need parking for the building. He further stated there is a big space under I-20 that wasn't being used and the City went to State to get use of the area a parking lot for the Ouachita Grand Plaza. He noted an agreement was signed in the 70's with the state and it was in place numerous years, but the agreement expired. He further noted this Ordinance is putting a new agreement in place to be used by the residents of Ouachita Grand Plaza in connection with the lease the City has with them.

Ms. Woods stated for clarification that the building is a City owned and she wanted to know if the City just give that building to someone else. She wanted to know what part of is the Monroe Housing Authority.

Mr. Creekbaum noted Ouachita Grand Plaza Inc., which is owned and operated by the Monroe Housing Authority, have the rental of the entire building for the purposes that are set forth in the lease. He said it is essential to provide shelter and housing for elderly and needy residents for the City of Monroe. He further noted they came back about eight months ago, and they wanted to amend their lease because they want to do millions of dollars of upgrades to the building. He stated the amended lease was brought before Council which was approved and in the process of doing the amended lease it was discovered that the parking agreement which was attached to the lease was expired. He said the City has been working with DOTD to get that resolved and this is the Resolution of that issue He further stated with the Council's approval tonight the City can sign the joint use agreement and Ouachita Grand Plaza can sign their amended lease.

Ms. Woods stated for clarification that the Monroe Housing Authority is still in control of the Ouachita Grand Plaza. She further stated the City didn't give it or lease it to any other companies.

Mr. Harvey wanted to know if the Ouachita Grand Plaza just need a long time lease to do their financing structures.

Mr. Creekbaum stated they already have a long term lease, but he thinks the way they were looking to finance these upgrades required some modifications to a very old lease that did not permit finances.

Seeing no one come forward the Hearing was closed.

Before moving to the next item on the agenda the Chairman wanted Mr. Creekbaum to discuss the amendment to the Collective Bargaining Agreement.

Mr. Brandon Creekbaum, City Attorney, stated on the Collective Bargaining Agreement he sent out an email about one minor modification that was missed in the transcription of it. He said the training officers section where it talks about additional compensation for training officers the word jailing and training officers should have been included. He further stated for the record the City is asking that word be included.

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was closed.
Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Ordinance No. 12,211 approving a Collective Bargaining Agreement between the City of Monroe and the International Union of Police Associations, Local No. 81 AFL-CIO and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1.) Mr. Matthew Sims, 608 South 5th, stated close to four years ago there was a great injustice when the Mayor's cycle came around and people approached him asking him what are his thoughts. He said being honest he is sad to report this administration to resolve any criminal activity in this City. He further stated it didn't surprise him that the Mayor never answers his phone anymore or return any calls. He noted he is still a citizen of Monroe and people approached him wanting to know what the City did to him. He said he says to them they haven't done anything yet but what they have done to other residents by looking the other way and perpetuating the injustices that has occurred is sad. He further noted he has been a citizen of Monroe all of his life and he has seen quite a few administrations. He said the late Mr. Bob Powell and Mr. Abe Pierce were gentlemen that when you called City Hall they were subjected to answer the phone and certainly if a citizen had a concern they would meet with them. He stated when calls are ignored from citizen's it's shameful and it should be corrected.

(2.) Ms. Johnnie Thomas, 414 South 8th Street, stated she has been a citizen in Monroe all her life and she has been to all the parades unless she was out of town and Saturday was first time that she has known a train to come through four times. She further stated to her that is unacceptable, and this is not New York or Los Angeles, but this is small community that want everything done decently and in order. She said she thanks God there were no safety issues, but the City needs to work on that.

Mayor Ellis stated the City was in constant contact with CPKC and the City was told a train was coming that day. He further stated there are only a few people in the country that can control what the train does but he is not one of them. He said he wish there were another schedule that day.

Ms. Thomas stated she wanted to voice her opinion.

Mayor Ellis said he agrees, and it is a great opinion.

Mr. Harvey stated as someone who has worked with the railroad most of his career it is incredibly frustrating.

(3.) Mr. Tyrone Dickens, K-9, 3004 Dick Taylor, stated he spoke with a few Councilmembers, and he met with Mayor Ellis, but he just wanted to say everything probably not going to go his way. He said he was disappointed at first, but he is not now because the City started new procedures they have to go by. He further stated he was new to the procedure, and he hasn't canceled the show, but he wants a fair shot to go by the procedure. He said if it don't work this time because it is short notice, he will have more time to straighten it out. He noted to many people are asking him why he not back out there and doing things for the kids. He further noted he is going to create something for the kids and make sure it is a safe environment. He said he asking the City if he

doesn't get it for Mother's Day he won't target them for it but wants to be able to work towards next year. He said he wants the Blue Aflight tour to continue to come to Monroe and the first one was a successful they want to move to the arena.

Mr. Marshall said most definitely, and he is ready.

There being no further business to come before the council, the meeting was adjourned at 6:45 p.m., upon motion of Mr. Harvey and it was seconded by Ms. Woods.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Heana Murray
Staff Secretary

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

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

There were present: Council members Harvey, Ezernack, Woods, Marshall and Dawson

There was absent: None.

The Honorable Gretchen Ezernack, presiding officer, declared a quorum was present and the invocation and pledge was led by Jimmy Bryant, Chief Operating Officer.

The Honorable Gretchen Ezernack, presiding officer, then stated the object of the meeting, that being to consider: (1) The 2024/25 fiscal year budget submitted by the Administration for review by the Council in Budget Hearing #1.

The Chairman opened the floor to the Budget Office for the Overview:

(1) Budget overview presentation by Mr. Dan Richard, Budget Officer

Mr. Dan Richard, Budget Officer, presented a PowerPoint presentation overview of the proposed budget for the fiscal year 2024/2025. According to slide one for Fiscal Year 2025, the Mayor has proposed a \$200 million dollar budget across all the budgeted funds. The Enterprise funds we are looking at are \$83.9 million, a \$14.5 million increase, that is mainly coming from budgeting the capital projects in the airport fund. The General fund we are looking at a \$4.5 million dollar increase, which will be discussed later in the presentation. Special Revenue fund, there are 26 different special revenue funds, some are small dollars, like the police K9 fund all the way up to the Capital Infrastructure fund that's about \$20 million dollars. Also included is the Lead Hazard Grant that's \$4.5 million dollars spread over multiple years, part of which is included in these numbers. The overall \$37.9 million is about a \$3.6 million increase. We have the two Internal Service funds, the Employee benefit fund that includes health insurance premium, it pays out the health claims; and the Central Maintenance Shops fund. Overall, when you factor out the interfund transfer it's close to \$200 million dollars, about a \$23.1 million dollar increase.

Slide two, General Fund, net change in fund balance is zero, there was a little bit of a challenge trying to balance this budget and the funding requests are a little higher than our estimated revenues are. Mr. Richard said taking out and/or separating out the transfers of revenues are estimated at \$69 million, expenditures at \$66.3 million. You have the transfer in coming from the capital infrastructure fund, that funds the street department that is \$1.2 million, and you have a transfer out of \$4 million from General fund to several different Enterprise Funds and the Central Shop fund.

Slide three, this is a look at the General Fund balance over time and if you recall back in 2022, which was a scary time, they implemented some budget cuts and revenues actually came in a little better than expected. According to the graph there was a big surplus of \$4.5 million, since that time the fund balance has risen to \$19.6 million as of the last audit in 2023. As for the current year 2024, it's still too soon to predict what the fund balance will be, Mr. Richard said he doesn't anticipate a large change from the current figure. Going into 2025, since the budget is balanced, there's not going to be any change in the budgetary fund balance that is still set at \$19.6 million. That figure at 28% is the percentage of the Fund Balance to total Expenditures at 25%, that's three months' worth of expenditures. At 33%, that's four months' worth, 28% we have a little less than three and a half months' worth of expenditures as a fund balance.

Slide four is General Fund Revenue grouped by classification and you can tell from that column chart the Sales tax towers above, but all the other revenue classifications come in 64% of all revenue. Mr. Richard noted he has estimated sales tax revenue at \$44.2 million, an increase of \$2.3 million and he still considers that a conservative number. The projection of the current year could reach \$45 million, and there's still four months left in the year so anything can happen, but he still wants to be conservative on that estimate. The Ad Valorem \$8.4 million is based on the assess value of properties at 100% collection rate. The fees and charges are about \$7.4 million, that's about a \$600,000.00 dollar increase. The accounts in that classification mainly are your sanitation fees and energy service income. The small increase in License & Permits \$3.3 million increased by

\$100,000.00 dollars. Then, in the All Other categories, that's revenue sources like franchise fees, interest income, and with interest rates going up you get more interest, but it makes the cost of supplies go up as well so it's kind of a double-edge sword. You also have your fines and your state supplementals in that category. Overall, again \$70.3 million at \$4.4 million increase or 6.6% over the fiscal year 2024 adopted budget.

Slide five switching to Expenditures by Department, the second largest increase is in city expenses, which is a non-department category. There is a \$1.3 million increase, and those increases are driven by property insurance premiums, retiree health care cost, and street lighting. The big increase there is with the Police Department, a \$1.6 million coming from two items pension obligations and leased vehicles. The Police vehicles amount to about \$500,000.00 of that total. The pension part with the new budget software during the installation part between the manual calculations and what the budget software is computing we discovered some discrepancies in prior years that the pension number was under budgeted, so this is playing catch up. The Engineering & Planning and Urban Development Department, since it has already occurred you have the Planning and Zoning Divisions and Inspections Divisions already moved under Engineering, the table is comparing 24's adopted budget to 25's proposed budget. There is a decrease of half a million or so in Planning and Urban Development and an increase by \$800,000.00 in Engineering, the additional increase in Engineering is related to engineering service costs that's not tied to any particular project. On Expenditures a \$70.3 million increase of \$4.5 million or 6.9% over last year's budget.

Slide six continuing with expenditures by classification, you see that big jump in salary & wages, there's not really an increase. Against, with the budget software and the computations between the manual calculations and what the budget software had computed. Fiscal year 23's actual number was \$29.1 million and in the budget for year 25 it is \$29.2 million increase, just a little over \$100,000.00 dollars. A big category Contracted services \$2.3 million dollar increase. That increase is mainly driven by the leased vehicle cost. Mr. Richard mentioned that in prior years, you see that number increase as they budget more of those leased vehicles within this operating group budget versus outright spending to buy the item. Out of that \$2.3 million, \$1.6 million is related to leased vehicles, we also have in addition to the pick-up trucks, they are leasing garbage trucks, and trash trucks that are in that number as well. If you combine salary, wages, and fringe benefits that's our personnel cost so 69% of all our expenditures are for personnel.

Slide seven, the General Fund Full-time Equivalent (FTE) Personnel by function, includes our Public Safety Function, the Fire and Police Department, that is half of all the personnel under the General fund, it's within Public Safety, there's a slight increase of 2.3 FTE's. Within Public Works that includes the Public Works Department and the Engineering Department under that function, an increase of 5.6 since we've moved some of those positions from Planning & Urban Development, you can see the decrease under that function and the increase in Public Works. Overall, the General Fund is just shy of 732 FTE, an increase of only 1.2 FTE or 0.2% over the Fiscal Year 2024 budget.

Slide eight final, Citywide Personnel, again by functions; under Public Safety they added six more fire fighters from the airport, under Public Works in addition to the Public Works Department, and the Engineering Department under General Fund. We add in the rest of the airport personnel, the Transit, Water, Sewer, Central shop, and the Engineering Project Management personnel get rolled into that function. Under Culture and Recreation, including the Zoo and the Civic Center. In the Planning & Urban Development, which is the largest increase of 7.5 FTE, they are including that new Lead Hazard Grant, and they are bringing on additional personnel to handle that grant. Overall, just over 1,054 full-time equivalent positions increase of 7.3 FTE or 0.7% over Fiscal Year 2024 Budget. Mr. Richard noted that he has concluded his presentation overview.

There being no questions concerning the overview the Chairman move on to the items on the agenda.

The Budgets discussed were as follows:

HEARING SCHEDULE:

The Council went through each item on the agenda and the department heads were available and answered the questions they had. The City Court again pleaded for extra funding for their employees as well as the judges and presented information on judges' pay for cities in the district. The Administration will revisit the issues.

All other departments reported minimal to no changes in their budgets as presented in this Budget Hearing.

HEARING SCHEDULE:

- 1) Budget overview presentation
- 2) Revenues
- 3) City Council
- 4) City Court
- 5) City Marshal
- 6) Mayor
- 7) Legal
 - a. All other funds under the direction of the Legal Dept.
- 8) Planning & Urban Development (PUD)
 - a. General Fund
 - b. Community Development Block Grant (CDBG)
 - c. All other funds under the direction of the PUD Dept.
- 9) Engineering
 - a. General Fund
 - b. 2021 Capital Infrastructure
- 10) Fire
 - a. All other funds under the direction of the Fire Dept.
- 11) Police
 - a. All other funds under the direction of the Police Dept.
- 12) Community Affairs
 - a. General Fund
 - b. 6002 Civic Center
 - c. 6003 Purchase Garden & Zoo
- 13) Public Works
 - a. General Fund
 - b. 6000 Airport
 - c. 6001 Transit
 - d. 6006 Water
 - e. 6008 Sewer
 - f. 7002 Central Shop
- 14) Administration
 - a. All other funds under the direction of the Admin Dept.
- 15) City Expense

The Chairman noted:

A Public Hearing & final adoption of the budget must occur no later than the April 9, 2024 Council Meeting. (City Charter, Article V, Sec. 5-01)

There being no further business to come before the Council, the meeting was adjourned at 7:22 p.m. upon motion of Mrs. Dawson and seconded by Mr. Marshall

Gretchen Ezernack
Chairman

Carolus S. Riley
Council Clerk

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 minutes.



MEMO

DATE: March 4, 2024
TO: CAROLUS RILEY
FROM: MARY LOU HARRISON
RE: CONDEMNATIONS FOR CITY COUNCIL ON MARCH 12, 2024

Please place the following condemnations on the agenda for the City Council on March 12, 2024.

1. 1613 Wood Street (D3) – (Curator -Owners - S. Birds L.L.C.; Richland State Bank)
2. 613 South 2nd St. (D4) – (Curator - Owners – Brown & Sons Realty, LLC; Madison P. Owens)
3. 400 Moore Ave. (D4) (Curator - Owner – Tiarra L. Kage)
4. 308 South 1st St. (D4) – (Curator - Owners – Anthony Lavelle Jones, Jr.; Elena Jones)

c: Ellen Hill
Stacy Newbill
Angelic Dorsey
Tommy James
Jimmie Bryant
Reginald Burrell
Brandon Creekbaum

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 THE NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC. 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 may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual,"

WHEREAS, the Northeast Louisiana Children's Museum, Inc. ("Children's Museum") serves a vital public purpose by increasing economic development through tourism, offsetting barriers to access by permitting free admission to low income/at-risk children and their families, and providing unique opportunities for experiential learning and enrichment that are not otherwise available to children within the City surrounding region;

WHEREAS, the Children's Museum requested, and the City agrees to provide, \$25,000.00 in funding to help its mission and ensure that it can continue to offer valuable exhibitions, provide resources and educational opportunities to the City's youth, and increase the overall health and wellbeing of all children without our region; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and the Children's Museum, which includes the terms and conditions of funding, 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 the Northeast Louisiana Children's Museum, 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 March, 2024.

CITY CLERK

CHAIRPERSON

COOPERATIVE ENDEAVOR AGREEMENT
NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC.

This Cooperative Endeavor Agreement ("CEA") is made, entered into and effective as March __, 2024, by and between the City of Monroe ("City"), a municipality existing under the laws of the State of Louisiana, and the Northeast Louisiana Children's Museum, Inc. ("Museum"), a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

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;" and

WHEREAS, Museum and the City desire to cooperate in the continuing operation and any expansion of the Museum, which may be possible with the continued support of the City;

WHEREAS, this CEA and the provision of funds thereunder will serve a public purpose by increasing economic development through tourism, offsetting barriers to access by permitting free admission to low income/at-risk children and their families, and providing unique opportunities for experiential learning and enrichment that are not otherwise available to children within the City surrounding region;

WHEREAS, the City receives commensurate value under this CEA by ensuring that the Museum can continue to offer valuable exhibitions, provide resources and educational opportunities to the City's youth, and increase the overall health and wellbeing of all children without our region.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City and the Museum do hereby covenant and agree as follows:

I. Museum's Obligations

Museum shall:

1. Maintain the premises of the Museum;
2. Ensure that the Museum remains open, available, and accessible to the public during the term of this CEA;
3. Provide educational opportunities and services to the City's youth, and where possible, make admission or services available for free or at a reduced cost to needy citizens and families;
4. Provide the City with a quarterly report of the Museum's activities, due within ninety (90) days after receipt of the funds hereunder and quarterly thereafter, identifying:
 - a. The opportunities, services, and programs made available to City residents during the previous quarter; and
 - b. The funds spent during the quarter in compliance with the commitments set forth in this CEA.
5. Provide a yearly list to the City with the number of visitors to the Museum;
6. Recognize the City as a sponsor of major Museum events;

7. Promote the Museum and other historical sites, art and cultural events which occur in Ouachita Parish and the Northeast Louisiana area through advertising, including social media outreach; and
8. Provide visitors with a list of restaurants, shopping areas and other attractions within the City.

II. City's Obligation

City shall disburse the budgeted amount of \$25,000 for use by the Museum under this CEA.

III. Auditor's Clause

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

IV. Cancellation of CEA

If the Museum 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 March, 2024.

WITNESSES:

CITY OF MONROE

BY: _____
Stacey Rowell, Director of Administration

WITNESSES:

**NORTHEAST LOUISIANA
CHILDREN'S MUSEUM, INC.**

BY: _____
Melissa Saye, Executive Director

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 THE MISS LOUISIANA ORGANIZATION 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 Miss Louisiana Organization serves a public purpose by holding its annual Miss Louisiana Competition at the Monroe Civic Center, which promotes economic development, increases tourism and utilization of the City's hotels, restaurants, and retail outlets, and increases sales tax receipts;

WHEREAS, the Miss Louisiana Organization has requested, and the City agrees to provide, \$25,000.00 in funding through a cooperative endeavor agreement to support the Miss Louisiana Organization and the 2024 Miss Louisiana Competition; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and the Miss Louisiana Organization, which includes the terms and conditions of funding, 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 the Miss Louisiana Organization.

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 March, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT
MISS LOUISIANA ORGANIZATION

This Cooperative Endeavor Agreement ("CEA"), is made, entered into and effective as of March _____, 2024, by and between the City of Monroe ("City"), a municipality existing under the laws of the State of Louisiana, and Miss Louisiana Organization, a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

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 City of Monroe desires to participate in Miss Louisiana Organization's presentation of the Miss Louisiana Competition hosted at the Monroe Civic Center, which directly increases tourism to the City, increases spending and sales tax revenues within the City, and provides access to sponsors and promotional opportunities both within the state and regionally;

WHEREAS, this CEA and the provision of funds thereunder 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 Miss Louisiana Competition 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 Miss Louisiana Competition 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 The Miss Louisiana Organization do hereby covenant and agree as follows:

I. Miss Louisiana Organization's Obligations

Miss Louisiana Organization shall:

1. Host the 2024 Miss Louisiana Competition at the Monroe Civic Center from June 13-15, 2024;
2. Obtain and maintain a policy of liability insurance insuring the Miss Louisiana Organization for the Miss Louisiana Competition in an amount not less than \$1,000,000.00, which names the City as an additional insured.
3. Provide services as described on the attached Exhibit "A";
4. Promote the City and its hotels, restaurants, and retail facilities to pageant participants and attendees;
5. Provide the City with report no later than August 15, 2024, documenting the estimated financial impact of the Miss Louisiana Competition 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 Miss Louisiana Competition had on the City; and
6. 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:

1. Disburse the amount of \$25,000.00 for use by the Miss Louisiana Organization for the operation and presentation of the 2024 Miss Louisiana Pageant; and
2. Provide a reduced rental rate for the Monroe Civic Center which recognizes its status as a nonprofit organization and is commensurate with the economic value contributed by the Miss Louisiana Organization.

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. Miss Louisiana Organization shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

IV. Cancellation of CEA

If the Miss Louisiana Organization 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 March, 2024.

WITNESSES:

Miss Louisiana Organization

BY: _____

Dewana Little, Executive Director

WITNESSES:

CITY OF MONROE

BY: _____

Stacey Rowell, Director of Administration

Miss Louisiana

ORGANIZATION

\$25,000 Sponsorship

City of Monroe

The 2024 Miss Louisiana Competition will be held June 13-15 in Monroe, Louisiana. This agreement describes the cash compensation by the City of Monroe, and the incentives provided by the Miss Louisiana Organization.

City of Monroe to Provide:

- Cash Sponsorship - \$25,000
- Rental Discount for Monroe Civic Center

Miss Louisiana Incentives:

- Full Page Ad in Miss Louisiana & Miss Louisiana's Teen Program Books (500 copies printed)
- (4) :30 second commercials provided by the City of Monroe promoting the City during the live statewide telecast.
- A special pre-recorded "welcome to Monroe" from Mayor Ellis for broadcast.
- City of Monroe logo to appear on all Television Promos leading to the broadcast.
- Special recognition with other corporate sponsors during the live broadcast.
- 10 Miss Louisiana's Teen Competition Tickets | April 6 & 7 at ULM.
- 20 Miss Louisiana Competition Tickets | June 13-15.
- 8 tickets to the Miss Louisiana Patron Party prior to the Saturday Finals
- 4 program books (Teen & Miss)
- City of Monroe logo and website link on the Miss Louisiana website.
- City of Monroe logo printed on all marketing collateral.
- Special recognition at Miss Louisiana Press Conferences.
- The opportunity to utilize Miss Louisiana in your marketing campaigns and promotions.



Dewana Little
Executive Director

Friday Ellis
Mayor, City of Monroe

2252 Tower Drive, Suite 108, Box 204, Monroe, Louisiana, 71201
318 376-2441 or 318 372-0963
www.misslouisiana.org

Miss Louisiana ORGANIZATION

2252 Tower Drive
Suite 108, Box 204
Monroe, Louisiana 71201
Tel: 318-376-2441

February 9, 2024

Mayor Friday Ellis
City of Monroe
P.O. Box 123
Monroe, Louisiana 71210-0123

Dear Mayor Ellis,

The Miss Louisiana Organization would like to thank you and the City of Monroe for your partnership. The opportunity that we both have to make a difference in the lives of young women around our state is tremendous. By your continued support of the Miss Louisiana Organization, you are helping to make the dreams come true for young women across our state as they have the opportunity to continue their education using the scholarships that they receive by participating in the Miss Louisiana Pageant.

The Miss Louisiana Organization is also proud to be able to promote the City of Monroe as the official home of Miss Louisiana throughout the year. In addition, we hope that you find it beneficial to have the City promoted across our State through the live statewide televised broadcast which not only reaches our state, but also neighboring states, and internationally through our livestream.

Please find enclosed a letter of agreement listing the incentives the Miss Louisiana Organization will provide to the City of Monroe in return for the city's sponsorship. We are extremely grateful for your financial support, and very appreciative of the discount we received on the Civic Center rental rate last year. We would consider it a great blessing if you could incentivize us again this year. Please review the attached contract, sign and return a copy for the Miss Louisiana Organization.

Again, thank you for partnering with the Miss Louisiana Organization in bringing one of the largest statewide events to Monroe each year. If you have any questions or need anything please call Dewana Little (318) 376-2441 or dewanalittle@gmail.com or Darris Warren (318) 372-0963 or darris@fairparkwm.com.

Sincerely,



Dewana Little
Executive Director

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 OUACHITA GREEN 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, through its efforts to fight blight, litter, and adverse environmental issues, and its efforts to educate citizens about environmental concerns, Ouachita Green serves a vital public purpose by helping make our City and the surrounding Parish cleaner and healthier, which attracts economic development, promotes tourism, and increases quality of life for our residents;

WHEREAS, the Ouachita Green requested, and the City agrees to provide, \$25,000.00 in funding to help its mission and ensure that it can continue to offer its services and programs within the City of Monroe; and

WHEREAS, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Ouachita Green, which includes the terms and conditions of funding, 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 Ouachita Green.

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 March, 2024.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT
OUACHITA GREEN

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as of March _____, 2024, by and between the City of Monroe (“City”), a municipality existing under the laws of the State of Louisiana, and Ouachita Green, a Louisiana nonprofit corporation recognized by the Internal Revenue Service as a 501(c)(3) nonprofit organization.

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, this City of Monroe has the obligation and right to promote initiatives that increase quality of life, promote economic development, and increase tourism within the City of Monroe;

WHEREAS, the City and Ouachita Green desire to cooperate in the continuing operation and success of Ouachita Green’s efforts to preserve natural beauty, protect the environment, prevent blight, conduct litter abatement, promote environmental education and programs, hold community enhancement and beautification projects, and develop other projects and initiatives to make Ouachita Parish and the City of Monroe cleaner and greener communities;

WHEREAS, the City’s support for Ouachita Green is part of a collaborative effort to address environmental issues through regional cooperation with future developers, Keep Monroe Beautiful, Keep West Monroe Beautiful and Keep Ouachita Parish Beautiful;

WHEREAS, this CEA and the provision of funds thereunder will serve a public purpose by supporting Ouachita Green’s efforts, which attract economic development, promote tourism, and increase quality of life for our residents; and

WHEREAS, the City receives commensurate value under this CEA by ensuring that Ouachita Green continues to provide the services and programs with the City, resulting in a healthier, happier, cleaner, and more knowledgeable community within Monroe.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the City of Monroe and Ouachita Green do hereby covenant and agree as follows:

I. Ouachita Green’s Obligations

Ouachita Green shall:

1. Using the funds provided under this CEA, continue its efforts to preserve natural beauty, protect the environment, prevent blight, conduct litter abatement, promote environmental education and programs, hold community enhancement and beautification projects, and develop other projects and initiatives to make Ouachita Parish and the City of Monroe cleaner and greener communities;
2. Promote collaboration between and serve as a conduit for the City of Monroe and its regional partners in this initiative, including Keep Monroe Beautiful, Keep West Monroe Beautiful, and Keep Ouachita Beautiful;
3. Provide the City with a quarterly report of Ouachita Green’s activities, due within ninety (90) days after receipt of the funds hereunder and quarterly thereafter, identifying:
 - a. The opportunities, services, and programs made available to City residents during the previous quarter; and

- b. The funds spent during the quarter in compliance with the commitments set forth in this CEA.
- 4. Recognize the City as a sponsor of Ouachita Green;
- 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 disburse the amount of \$25,000.00 for use by Ouachita Green for the purposes set forth in this CEA.

III. Term

The term of this Agreement shall be from April 1, 2024, to March 31, 2025, unless otherwise terminated sooner.

IV. 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. Ouachita Green shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

V. Cancellation of CEA

If Ouachita Green 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 March, 2024.

WITNESSES:

Ouachita Green

BY:

Tim McIlveene, President

WITNESSES:

CITY OF MONROE

BY:

Stacey Rowell, Director of Administration

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 ADOPTING THE FISCAL YEAR 2024-2025 OPERATING BUDGET AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Sections 5-02 and 5-03 of the City of Monroe Charter require the Mayor to prepare and submit an Operating Budget for each fiscal year;

WHEREAS, the Operating Budget for the fiscal year beginning May 1, 2024, and ending April 30, 2025, is attached hereto and made part hereof; and

WHEREAS, as required by Section 5-02, notice of hearing and a summary of the proposed Operating Budget was published in the City's official journal at least (10) days prior to the public hearing and final adoption.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Operating Budget for the fiscal year beginning May 1, 2024, and ending April 30, 2025, is hereby adopted and funds are appropriated as set forth therein;

BE IT FURTHER ORDAINED that the Operating Budget, as finally adopted, shall be reproduced and sufficient copies shall be made available for use by all offices, departments and agencies of the City, and for the use of all interested persons.

This Ordinance was introduced on March _____, 2024.

Notice published on March _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

CITY OF MONROE
ANNUAL OPERATING BUDGET

GENERAL FUND

SUMMARY OF REVENUE, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET FOR THE YEAR ENDED APRIL 30,
2025

	Proposed Budget *
REVENUES	
Total Revenues	<u>\$ 69,041,843</u>
EXPENDITURES	
Total Expenditures	<u>66,270,835</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>2,771,008</u>
OTHER FINANCING SOURCES (USES)	
Transfer In	1,249,326
Transfer Out	<u>(4,020,334)</u>
Total Other Financing Sources (Uses)	<u>(2,771,008)</u>
NET CHANGES IN FUND BALANCES	-
ESTIMATED FUND BALANCES - BEGINNING	<u>19,597,282</u>
ESTIMATED FUND BALANCES - ENDING	<u>\$ 19,597,282</u>

* Details of the above totals are available in the Clerk of Council's office.

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 ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF MONROE FROM MAY 1, 2024, TO APRIL 30, 2029, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Section 5-05 of the City of Monroe Charter requires the Mayor to prepare and submit a five-year capital improvement program each fiscal year;

WHEREAS, the Five-Year Capital Improvement Program for May 1, 2024, to April 30, 2029, is attached hereto and made part hereof; and

WHEREAS, as required by Section 5-05, notice of hearing and a summary of the proposed Five-Year Capital Improvement Program was published in the City's official journal at least (10) days prior to the public hearing and final adoption.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Five-Year Capital Improvement Program from May 1, 2024, to April 30, 2029, is hereby adopted;

BE IT FURTHER ORDAINED that the amount budgeted to be spent during the first year of the capital improvement program shall be the City of Monroe's capital budget for the fiscal year May 1, 2024, to April 30, 2025; and

BE IT FURTHER ORDAINED that Five-Year Capital Improvement Program, as finally adopted, shall be reproduced and sufficient copies shall be made available for use by all offices, departments and agencies of the City, and for the use of all interested persons

This Ordinance was introduced on March _____, 2024.

Notice published on March _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CITY CLERK

CHAIRPERSON

MAYOR'S APPROVAL

MAYOR'S VETO

5-YEAR CAPITAL IMPROVEMENT PLAN

Project ID	Project Name	Project Type	District	Total Proj. Cost	FY25	FY26	FY27	FY28	FY29
23DRG001	Youngs Bayou Retention Phase 2	Stormwater Engineering	3	10,246,250	3,411,817	3,411,817	3,411,817	-	-
18WTR038	WTP Renovation & Expansion	Water	1	54,291,288	7,615,325	3,807,662	-	-	-
23SEW005	WPCC Operations Management	Wastewater	5	1,052,150	521,750	530,400	-	-	-
23SEW002	WPCC Digester Roof Removal & Investigation	Wastewater	5	1,000,000	1,000,000	-	-	-	-
22SEW005	WPCC - UV Disinfection System	Wastewater	5	1,601,625	1,464,624	-	-	-	-
22SEW004	WPCC - Equalization Basin Aeration System	Wastewater	5	798,619	752,734	-	-	-	-
23SEW003	WPCC - EQ Basin Dredging	Wastewater	5	3,340,813	3,340,813	-	-	-	-
23ENG001	US 165 Business Connector (Zoo Entrance)	Transportation	5	5,442,823	200,000	1,310,706	1,310,706	1,310,706	1,310,706
23SEW006	Texas Standifer Trunkline Repairs Phase 2	Wastewater	Multiple	2,678,489	2,678,489	-	-	-	-
21SEW001	Texas Standifer Trunkline Repairs Phase 1	Wastewater	Multiple	10,596,426	3,575,105	3,575,105	-	-	-
23STR007	Texas Ave. @ S. 8th St. Improvements	Infrastructure	Multiple	250,000	250,000	-	-	-	-
19STR004	South Grand Street Improvements	Transportation	4	4,295,541	2,061,954	-	-	-	-
23SEW004	Sewer Collection Evaluation (Downtown, Etc.)	Wastewater	4	368,700	368,700	-	-	-	-
19ENG003	Saul Adler Parking Lot Improvements	Parks & Recreation	2	339,395	339,395	-	-	-	-
22WTR003	Ruffin Drive-Water Distribution System Improvements	Water	5	781,270	769,395	-	-	-	-
22WTR002	River Pump Station WTP	Water	1	3,500,000	500,000	1,500,000	1,500,000	-	-
23ENG008	Renwick Pedestrian Bridge Lighting	Infrastructure	3	50,000	50,000	-	-	-	-
23ENG015	Recreation Center Improvements (H.H. Benoit, H.W. Johnson, Parks & Recreation	Parks & Recreation	Multiple	8,029,701	-	2,007,425	2,007,425	2,007,425	2,007,425
23ENG014	Passenger Rail Terminal	Transportation	3	45,000,000	-	11,250,000	11,250,000	11,250,000	11,250,000
23STR002	Parkview St. Imprv.(Winnsboro Rd. to Plum St.)	Transportation	4	1,882,392	1,882,392	-	-	-	-
18DRG003	Oregon Trail Protective Levee	Stormwater Engineering	5	1,588,274	317,655	317,655	317,655	317,655	317,655
23STR001	North 6th St. Improv.(Louisville Ave. to Stubbs Ave.)	Transportation	4	1,138,509	1,138,509	-	-	-	-
H.015024	N. 18th St. Pedestrian Improvements	Infrastructure	Multiple	434,500	217,250	217,250	-	-	-
23STR006	Mosswood Dr. Improv.(Ashwood Dr to Inabnet Blvd)	Infrastructure	2	1,792,715	1,792,715	-	-	-	-
23ENG004	Monroe Transit Terminal	Transportation	3	7,275,000	475,000	1,700,000	1,700,000	1,700,000	1,700,000
23ENG013	Monroe Police & Fire Joint Readiness Training	Facility Management	3	27,096,058	-	6,774,014	6,774,014	6,774,014	6,774,014
21ZOO001	Louisiana Purchase Exhibition Phase 1 The Swamp	Parks & Recreation	5	2,687,405	1,249,038	1,249,038	-	-	-
19STR005	Lee Ave Street Improvements	Transportation	4	4,106,338	1,502,024	-	-	-	-
H.007531	LA 15 (Winnsboro Road) Streetscaping	Infrastructure	Multiple	2,966,772	1,483,386	1,483,386	-	-	-
23ENG005	Kansas Ln. & Central Ave.- Signal Mast Arm Install	Transportation	3	314,405	313,405	-	-	-	-
H.007530	Jackson St. Corridor Enhancement Rte US 165 Bus.	Infrastructure	4	4,130,986	2,065,493	2,065,493	-	-	-

23ENG002	HVAC & Electrical Improv.(Various City Locations)	Facility Management	● Multiple	1,100,000	500,000	5,100,000	-	-	-
23DRG002	Georgia Street Pump Station	Stormwater Engineering	● 4	9,706,425	3,235,475	3,235,475	3,235,475	-	-
21ENG003	Forsythe Tennis Court Facilities Improvements	Parks & Recreation	● 1	6,147,896	2,894,286	2,894,286	-	-	-
24SEW001	East Monroe I-20 Sewer Model	Wastewater	● 3	90,000	90,000	-	-	-	-
23ENG010	Community Resilience Center & Statewide Shelter	Facility Management	● 4	35,000,400	-	8,750,100	8,750,100	8,750,100	8,750,100
23DRG005	Cleaning, Inspection, & Eng. Evaluat Storm Drain	Infrastructure	● Multiple	6,937,968	1,387,594	1,387,594	1,387,594	1,387,594	1,387,594
23ENG011	Chennault Golf Course Irrigation Improvements	Parks & Recreation	● 3	189,011	189,011	-	-	-	-
19DRG001	Calypso Pump Station Rehabilitation	Stormwater Engineering	● 4	13,000,000	1,341,629	5,829,186	5,829,186	-	-
23DRG007	B. T. Washington Stormwater Sys. Evaluat & Upgrades	Stormwater Engineering	● 3	7,140,000	1,428,000	1,428,000	1,428,000	1,428,000	1,428,000
21MCC001	Banquet Hall Air Handling Unit	Facility Management	● 4	661,750	639,625	-	-	-	-
		Total		289,049,894	53,042,588	69,824,592	48,901,972	34,925,494	34,925,494

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

This Ordinance was introduced on March _____, 2024.

Notice published on March _____, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

FACILITY LEASE AGREEMENT

between

THE CITY OF MONROE, LOUISIANA

and

PILOTS FOR PATIENTS

dated as of

_____, 2024

TABLE OF CONTENTS

Page No.

ARTICLE I LEASE OF LEASED PREMISES; TERM1

Section 1.1 Lease of Leased Premises1

Section 1.2 Lease Term1

Section 1.3 Holding Over: Rights at Expiration2

Section 1.4 Inspection of Leased Premises3

Section 1.5 Ownership of Leased Premises3

ARTICLE II RENTAL; SECURITY DEPOSIT3

Section 2.1 Rent3

Section 2.2 Late Charge4

Section 2.3 Time and Place of Payments4

Section 2.4 Delinquent Rent4

Section 2.5 Security Deposit4

ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES4

Section 3.1 Condition of Leased Premises4

Section 3.2 Alterations4

Section 3.3 Access5

Section 3.4 Use of Leased Premises and Compliance with all Laws and Regulations6

Section 3.5 No Unauthorized Use7

Section 3.6 Permits and Licenses7

Section 3.7 Payment of Taxes7

Section 3.8 No Liens8

ARTICLE IV REPRESENTATIONS AND WARRANTIES8

Section 4.1 Representations by City8

Section 4.2 Representations by the Lessee8

ARTICLE V OBLIGATIONS OF LESSEE8

Section 5.1 Plans and Specifications8

Section 5.2 Operations and Maintenance8

Section 5.3 Utilities9

Section 5.4 Open Flames9

Section 5.5 Signs9

Section 5.6 Security9

Section 5.7 Obstruction Lights10

Section 5.8 Environmental Laws10

Section 5.9 Obligations upon Termination and Authorized Transfers11

Section 5.10 Trash, Garbage and Other Refuse12

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

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

FACILITY LEASE AGREEMENT

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

RECITALS

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

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

WHEREAS, City owns that certain real property located within the Airport legally described on Exhibit A attached and located at 5518 Operations Road, Monroe, LA, 7120, which consists of an approximately 0.713 acre lot and 4,930 square feet building ("Leased Premises");

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

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

AGREEMENT

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

ARTICLE I LEASE OF LEASED PREMISES; TERM

Section 1.1 Lease of Leased Premises.

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

Section 1.2 Lease Term.

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

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

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

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

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

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

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

Section 1.3 Holding Over: Rights at Expiration.

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

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

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

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

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

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

ARTICLE II RENTAL; SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PREMISES

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

Section 3.2 Alterations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES

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

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

ARTICLE V OBLIGATIONS OF LESSEE

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

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

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

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

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

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

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

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

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

Section 5.8 Environmental Laws.

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

- (a) Lessee will comply, and cause all Lessee Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and any Airport facilities and property. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.
- (b) Lessee is knowledgeable of any and all Environmental Laws without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises and the Airport. Lessee agrees to keep informed of future changes in Environmental Laws.
- (c) Lessee agrees to comply with all Environmental Laws applicable to its operations on the Leased Premises and accepts full responsibility and liability for such compliance.
- (d) Lessee, and all Lessee Associates, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises; and such training complies with any and all Applicable Laws.
- (e) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out the Authorized Use and operation of the Airport and that all such Hazardous Materials will be stored, used and disposed of in accordance with Applicable Law.

(f) Lessee shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.

(g) Lessee agrees to cooperate with any investigation, audit or inquiry by City or any governmental authority regarding possible violation of any Environmental Law.

B. Generator of Hazardous Waste. If Lessee is deemed to be a generator of hazardous waste, as defined by Applicable Law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

C. Inventory List. Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Leased Premises by City officials and also by Fire Department officials or regulatory personnel having jurisdiction over the Leased Premises, for implementation of proper storage, handling and disposal procedures.

D. Notification and Copies. Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to City or such other agencies as required by Applicable Law. Lessee shall provide the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number to City in case of any spill, leak or other emergency situation involving Hazardous Materials at the Leased Premises. Lessee agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

E. Violations. If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises, and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City. City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises. Lessee shall supply such information as is reasonably requested by the City. If Lessee receives a Notice of Violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to City within three (3) days of receipt by Lessee or Lessee's agent.

Section 5.9 Obligations upon Termination and Authorized Transfers.

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

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

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

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

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

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

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

ARTICLE VI INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII DEFAULT AND REMEDIES

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

commences diligent performance of such a cure within 30 days of receiving notice from the City and continues such performance without unreasonable delay, and (iii) completes such cure within 120 days of the City's notice of violation, unless the City grants prior written consent for a longer period of time.

Section 7.2 Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within forty-five (45) days after written notice by Lessee to City. If the nature of City's obligation is such that more than forty-five (45) days are reasonably required for performance or cure, City shall not be in default if City (i) provided notice to the Lessee that its cure of an alleged violation is reasonably expected to take more than 45 days, (ii) it commences performance within such 45 day period and thereafter diligently prosecutes the same to completion, and (iii) completes such cure within 150 days of the Lessee's notice of violation, unless the Lessee grants prior written consent for a longer period of time, which Lessee shall not unreasonably withhold.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, City shall have the option to:

- A. Terminate this Agreement, resume possession of the Leased Premises for his own account, and recover immediately from Lessee the differences between the Rent and the fair rental value of the property for the term, reduced to present worth.
- B. Resume possession and re-lease the Leased Premises for the remainder of the term for the account of Lessee, and recover from Lessee, at the end of the term or at the time each payment of Rent comes due under this Agreement as City may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, City shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

Section 7.4 Remedies for Breach of Agreement. Subject to the notice requirements and opportunity to cure in Sections 7.1, 7.2, and 7.3 above, if either Party shall be in default of any provision of this Agreement, other than the agreement of Lessee to pay Rent, the non-defaulting Party may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

ARTICLE VIII ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Lessee. Lessee shall not assign any of its rights under this Agreement (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same, in City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by City. Regardless of City's consent,

Lessee shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void *ab initio*. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified.

Section 8.2 Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written permission from the City, which may be granted or withheld in the City's sole discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement.

Section 8.3 Assignment by City. City shall have the right, in City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 8.4 Encumbrances. Lessee shall not encumber or permit the encumbrance of the Leased Premises or any real property at the Airport. Lessee shall not encumber or permit the encumbrance of any of Lessee's rights under this Agreement without City's prior written consent, in City's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 8.4 is void *ab initio*.

ARTICLE IX EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES

Section 9.1 Damage to, Destruction or Condemnation of the Airport. In the event any Governmental Authority shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against City but shall make its claim for compensation solely against such Governmental Authority.

Section 9.2 Damage or Destruction of Leased Premises. If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid.

Section 9.3 Untenatable Conditions. In case the Leased Premises is completely destroyed by fire or other casualty or so damaged that it will remain untenable for more than ninety (90) days, or in case it does so remain untenable for more than ninety (90) days, at the

option of Lessee either (i) the Lessee shall repair or reconstruct the Facility with due diligence at its own cost and expense, and the Rents payable hereunder with respect to the Leased Premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the Leased Premises shall be repaired so as to be usable by Lessee for its permitted purposes; or (ii) within sixty (60) days after the time of such damage or destruction and before the said Leased Premises are restored, Lessee shall give the City notice of its intention to cancel this Lease, in which case this Lease shall forthwith cease and determine, and Lessee shall pay over to the City all proceeds of property damage insurance relating to the damaged Leased Premises. If the Leased Premises occupied or used by Lessee hereunder, or any portion thereof, are damaged or destroyed and thereby rendered untenable for more than ninety (90) days, the City may provide Lessee with alternate premises which will, to the extent reasonably possible, be comparable in convenience, size, type, character, condition, and suitability for Lessee's operations, during such period of repair or reconstruction. Except to the extent the City provides Lessee with such alternative Leased Premises, Lessee shall not be obligated to pay Rent for such untenable portion during such time as it remains untenable. Provided, that there shall be no abatement or reduction of Rent where the untenable condition is caused by the willful misconduct or negligent act or omission of Lessee, or its officer, employees, contractors, subcontractors or agents, except to the extent of proceeds of business interruption or other similar insurance received with respect to such damage or destruction.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Waiver of Exemption. Any constitutional or statutory exemption of Lessee of any property usually kept on the Leased Premises, from distress or forced sale, is waived.

Section 10.2 Addresses. All Rent payable and notice given under this Agreement to City shall be paid and given at the address for notices listed below, or such other place as City shall specify in writing. All notices given under this Agreement to Lessee shall be sent to:

Airport Director
Attn: Accounts Payable
Monroe Regional Airport
5200 Operations Road
Monroe, LA 71201

All notices given under this Agreement to the Mortgagee shall be sent to the address provided by Mortgagee to City. Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not. Any notice of change of address of either of the above shall be sent to the above address of the other party and shall contain the effective date of any such change.

Section 10.3 No Waiver. The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Agreement, other than the failure of Lessee to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 10.4 Lessee's Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of City or City's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 10.5 Additional Charges as Rent. Any charges against Lessee by City for services or for work done on the Leased Premises by order of Lessee or otherwise accruing under this Agreement shall be considered as Rent due.

Section 10.6 Rights Reserved to City. Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, the authorized operations of other Airport tenants or users, or otherwise constitute an Airport hazard.

Section 10.7 Quiet Enjoyment. Subject to Lessee's compliance with each and every requirement and obligation on its part to be met under this Lease, City covenants and warrants that Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all parts thereof for the Term hereby granted, subject to the terms and provisions hereof.

Section 10.1 Subordination to Grant Assurances. This Lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which City acquired the land or improvements thereon constituting the Airport or any portion thereof, of which said Leased Premises are a part, including the City's Deed of Acquisition from the United States of America, and this Lease shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between City and the United States of America, the State of Louisiana, or any of its or their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal or State funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other Governmental Authority ("Grant Assurances"). In the event that this Lease, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds, agreements or Grant Assurances, City may unilaterally amend, alter, or otherwise modify the terms of this Lease in order to resolve such conflict or violation without compromising or destroying any remaining portions of this Lease, and such remaining provisions shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred. Lessee acknowledges that it has been given the opportunity to review all applicable existing grant agreements as of the Effective Date.

If, as a result of any future agreement or action under this Section, the City intends to unilaterally alter, amend, or otherwise modify the terms of this Lease, the City shall give Lessee sixty (60) days' notice of its proposed actions and the reasons therefor. After being notified, Lessee may, within its discretion, elect to terminate this Lease within the notice period. In the event Lessee

terminates this Lease, Lessee shall return the premises as set forth in Article 4.4 and title to any improvements shall immediately transfer to the City. Lessee shall have no further recourse against the City.

Section 10.2 Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns that Lessee will not conduct operations in or on the Leased Premises in a manner that in the reasonable judgment of City, (i) interferes or might interfere with the reasonable use by others of common facilities at the Airport, (ii) hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) is in contradiction to any rule, regulation, directive or similar restriction issued by agencies having jurisdiction over the Airport including FAA, Homeland Security, Transportation Security Administration and Customs and Border Patrol, or (vii) would involve any illegal purposes. In the event this covenant is breached, City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 10.3 Emergency Closures. During time of war or national emergency, City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the Government, will be suspended.

Section 10.4 Interpretation.

- A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.
- B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."
- C. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.
- E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 10.5 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law. Lessee hereby releases City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the Lease Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a force majeure event.

Section 10.6 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Louisiana. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for the City of Monroe, Louisiana.

Section 10.7 Amendments and Waivers. No amendment to this Agreement shall be binding on City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 10.8 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 10.9 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

Section 10.10 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 10.11 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 10.12 Governmental Immunity and Limitations on Liability. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

Section 10.13 Attorney's Fees and Costs. Unless otherwise specified herein, in the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

Section 10.14 Right of Flight. City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by City, including without limitation the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. Lessee further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Leased Premises to such a height so as to comply with Title 14 CFR, Part 77.

Section 10.15 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Leased Premises are located, for public purposes, then this Agreement shall hereupon terminate and City shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay Rent shall cease; however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

Section 10.16 Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section 9.20.

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

1. **Compliance with Regulations:** The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Contracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.
6. **Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six of this Section 9.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request City to enter into any litigation to protect the interests of City. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List

of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity. Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all

of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. This Lease incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessee has full responsibility to monitor compliance to the referenced statute or

regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Subcontracts. Lessee agrees that it shall insert the above eight provisions (Section 10.23(A) through Section 10.23(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

K. City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

L. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

M. It is clearly understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Lessee have hereunto set their hands and seals
the day and year first above written.

CITY:
CITY OF MONROE

LESSEE:
PILOTS FOR PATIENTS

BY: _____
Printed Name:
Title:

BY: _____
Printed Name:
Title:

WITNESSES FOR CITY:

Signature

Name Printed

Signature

Name Printed

WITNESSES FOR LESSEE

Signature

Name Printed

Signature

Name Printed

Exhibit A
Leased Premises

Exhibit A

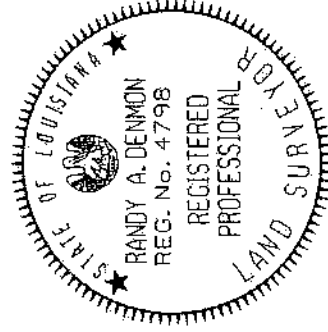
MARCH 1, 2024

**A LEGAL DESCRIPTION
OF
PILOTS FOR PATIENTS
AT
MONROE REGIONAL AIRPORT
0.713 ACRES (31,052.14 SQ. FT.)
FOR
CITY OF MONROE
SITUATED IN
SECTION 68, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA**

Commencing from a found wagon axle at the Southwest corner of Section 35, T-18-N, R-4-E, Ouachita Parish, Louisiana; thence, North 52°46'36" West, a distance of 5993.11' to a found 5/8" rebar at the Northeast property corner of Tisdale Converting, LLC. as recorded in Conveyance Book 1722, Page 552 of the records of Ouachita Parish, Louisiana; thence, North 31°02'12" East, a distance of 4204.82' to a set 5/8" rebar and being the POINT OF BEGINNING; thence, North 40°26'47" West, a distance of 146.35' to a set 5/8" rebar; thence, North 49°03'32" East, a distance of 212.14' to a chiseled "X" in concrete, thence, South 40°29'05" East, a distance of 146.35' to a chiseled "X" in concrete, thence, South 49°03'34" West, a distance of 212.23' back to the POINT OF BEGINNING and containing 0.713 acres (31,052.14 sq. ft.) more or less.

Bearings and distances referenced herein are based on Louisiana State Plane Grid Coordinates, North Zone 1701, NAD '83.

This description is based on the property boundary survey and plat or map made by Randy A. Denmon, Professional Land Surveyor, dated March 1, 2024.



✓
2/29/24

DATE	REVISIONS	BY

PROJECT NO. 199014	DWG. NUMBER	SHEET
DATE: 2/1/24	CHK. BY: RAD	
SCALE: 1" = 100'	DRAWN BY: SA	
P.O. BOX 9460 MONROE, LA 71211-0460 PH: (318) 381-1432 FAX: (318) 381-5036		

MONROE AIRPORT LEASE PROPERTY
0.713 ACRE TRACT
FOR
CITY OF MONROE
SITUATED IN
SECTION 68, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA



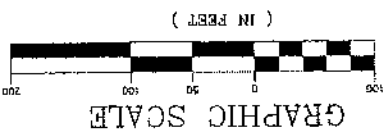
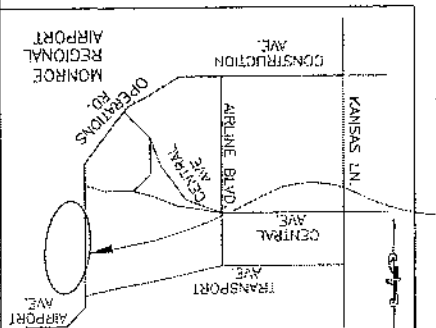
PLS. NO. 4798
RANDY A. DENMON
2/5/24

I, RANDY A. DENMON, P.L.S., do hereby certify that the property shown hereon has been surveyed by me or under my direct supervision and that each corner has been monumented as indicated. This survey has been made in accordance with the standards for property boundary surveys stipulated in Chapter 29, LAC 48:171 and meets the requirements for a Class "B" Survey.

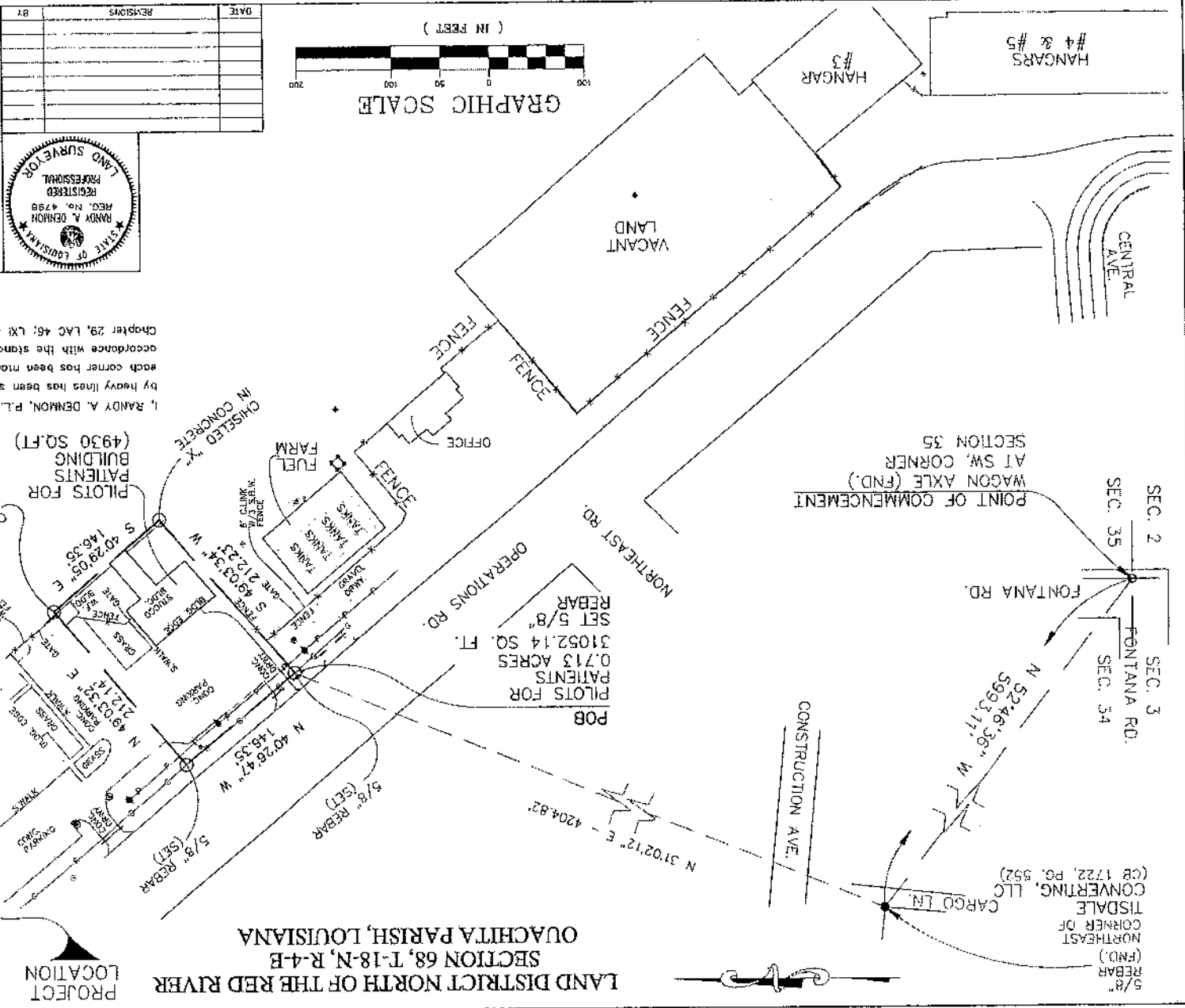
DATE OF SURVEY: FEBRUARY 19, 2024
BASIS OF BEARING: BEARINGS ARE BASED ON GPS OBSERVATION STATE PLANE COORDINATES (NAD 83) LA NORTH (1701)

LEGEND

\oplus	CONTROL POINT
—	PROPERTY LINE
\bullet	PROPERTY CORNER FOUND
\circ	LEASE CORNER SET



LAND DISTRICT NORTH OF THE RED RIVER
SECTION 68, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA



5/8" REBAR (FND.)
NORTHEAST CORNER OF TISDALE CONCRETING, LLC (CR 1722, PG. 552)
CARGO LN.
N 52°46'36" W 593.11'

POINT OF COMMENCEMENT AT SW CORNER WAGON AXLE (FND.)
SECTION 35

SEC. 2
SEC. 3
FONTANA RD.
SEC. 34
SEC. 35

EXHIBIT B
INSURANCE REQUIREMENTS

1. Workers' Compensation and Employers' Liability. Insurance in accordance with the State of Louisiana Statutory Requirements. Limits shall not be less than:

Workers' Compensation	Statutory requirements
Employer's Liability	\$1,000,000 limit each accident
	\$1,000,000 limit disease aggregate
	\$1,000,000 limit disease each employee

2. Property, Wind, Fire & Flood Insurance. Lessee shall agree to maintain: (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of Lessee's building(s) and contents, including without limitation the Facility (if any), and including betterments and improvements made by or on behalf of lessee, located on the Leased Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of Lessee's building(s) and contents, including betterments and improvements made by or on behalf of Lessee, located on the Leased Premises, or the maximum amount available from the National Flood Insurance Program, whichever is less.

3. Commercial General Liability. Commercial General Liability Insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations.

Limits of coverage shall not be less than:

\$5,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,

OR

\$5,000,000 each occurrence and aggregate for liability associated with all operations under this specific Lease. The aggregate limits shall be separately applicable to this Lease.

4. Automobile Liability. Automobile Liability Insurance shall be maintained by Lessee as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on City's premises with limits of not less than:

Bodily Injury Liability \$1,000,000 limit each person/\$1,000,000 limit each accident

Exhibit B

Property Damage Liability \$1,000,000 limit each accident, or \$3,000,000 for vehicles driven on the airside of the Airport

OR

Bodily Injury and \$1,000,000 Combined Single Limit each occurrence, or \$3,000,000 for vehicles driven on the airside of the Airport

5. **Umbrella Liability or Excess Liability.** Umbrella Liability of Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$1,000,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.
6. **Additional Insured** Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

Right to Revise or Reject The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage, but prior to requiring any increase in coverage or other change in any endorsement or other coverage, the City shall demonstrate that such change is reasonable based on industry standards or is reasonably necessary based on the risks associated with the Lessee's use and operation of the Leased Premises. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally, provided that nothing in this Lease requires the Lessee to provide to the City copies of any insurance policy obtained or maintained by the Lessee. It is furthered agreed that Lessee shall not do or permit to be done anything upon any portion of the Leased Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the Leased Premises to jeopardize coverage, or by its existence exempt an insurer from coverage for liability or casualty, or which will increase the rate of the insurance on the Leased Premises, or which will in any way obstruct or interfere with the rights of other tenants at the Airport. Any policy provided by Lessee shall be primary insurance for any event occurring on the Leased Premises or otherwise indemnified by Lessee, and provide that the Lessee's insurer shall not subrogate against the City or its insurer.

Julie Odom
Commercial Real Estate Appraisal

407 N. 7th St.
West Monroe, LA 71291

Phone: 903-474-4638
Email: jodomappraisal@gmail.com



RE: Appraisal Of Market Rent
Office
5518 Operations Rd.
Monroe, LA 71208

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

Julie Odom
Commercial Real Estate Appraisal

407 N. 7th St.
West Monroe, LA 71291

Phone: 903-474-4638
Email: jodomappraisal@gmail.com

August 9, 2023

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

RE: Appraisal Of Market Rent
Office
5518 Operations Rd.
Monroe, LA 71203

Dear Ms. Mary Lou Harrison :

The purpose of this report is to provide the appraiser's opinion of the Market Rent of the subject property as of August 9, 2023. This report is intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice. The report includes a summary discussion of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion.

The rental analysis includes the lot and office building located adjacent to the airport.

The rent analysis is based on other similar property leases.

The lot is located on Operations Road and has access to the airport.

Additional scope of work details are in the addenda.

Property: 0.65 ± Acres (28,200 ± s.f.)
3,139.50 ± s.f. Office

Interest Valued: FEE SIMPLE
Effective Date of Value: 8/9/2023
Date of Report: 8/9/2023

DEFINITION OF "MARKET RENT:"

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeable, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:

1. Lessee and Lessor are typically motivated
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract; and,
5. The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

Source: *The Dictionary of Real Estate Appraisal*, 4th Edition - p. 176

INTENDED USE OF REPORT: This market rent analysis is intended to assist the client, City of Monroe, in evaluating the potential economic rent for the lot improved with an office building at the Monroe Regional Airport.

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

1. obtained authorization from the client to perform a market rent appraisal and report the findings in a summary format,
2. viewed the subject property,
3. gathered and confirmed information to estimate the Market Rent value for the subject property.

The resulting report is a brief recapitulation of the appraiser's data, analyses, and conclusions.

CONCLUSION OF MARKET VALUE:

Based on the analysis of the rental data presented herein, it is my opinion that the Fair Market Rental for the subject property, located at the airport, is \$1,700 per Month. This rental rate includes the office and the lot.

My conclusion of market rent is \$1,700 per month or \$20,400 per year.

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

Respectfully Submitted,



Julie Odom
Louisiana General Appraiser
APR.04557-CGA