

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – MAY 14, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF APRIL 23, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
None.

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:
Public Comment:
None.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Alyco, LLC dba Love's Travel Stop #806, 335 Hwy 594, Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

(b) Consider an Application by James Goodin & Dan Keith dba Chunkit Axe Games of Monroe, 1812 Tower Drive, Monroe LA 71201 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:
Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution accepting the Base Bid of D & J Construction Company, LLC in the amount of \$325,600.00 and Alternate Bid No. 1 in the amount of \$8,000.00, for the Runway Intersection Rehabilitation Project and authorizing a city representative to enter into and execute a contract for said work.

(b) Adopt a Resolution accepting the RFQ response of Architecture Associates, APC to provide architectural and engineering services for the Transit Center Relocation Project and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to apply and provide matching funds for the Louisville Ave. & Washington St. / Lamy Ln. Intersection and Sidewalk Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance re-dedicating revenues received from the licensing and taxing of video bingo operations and further providing with respect thereto. (Admin.)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance approving a lease between the City of Monroe and Oakwell Commuter Rail LLC at the Monroe Regional Airport and further providing with respect thereto. (Airport)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
April 23, 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: Mrs. Ezernack, Mr. Marshall, & Mrs. Dawson

There was absent: Mr. Harvey & Ms. Woods

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

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

Mrs. Ezernack thanked everyone for sharing their evening with the City Council.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Marshall said good evening, and he stated he had no announcements at this time.

Mrs. Dawson said good evening, and she thanked everyone for attending the City Council meeting.

Mayor Friday Ellis stated for the last couple of days the City had updates from our delegation in Washington. He said yesterday was Senator John Neely Kennedy and today was Congresswoman Julia Letlow for the Monroe Chamber of Commerce Congressional Update Luncheon. He further stated the luncheon was for them to lay out their goals, priorities, talk to the City about what is going on in Washington, and most importantly about money. He noted the City has a \$25 million RAISE grant application (Rebuilding American Infrastructure with Sustainability and Equity) to reconstruct the South 2nd corridor with protected sidewalks, biking, hiking, walking, transit, beautification, and lighting. He said the City scored highly favorable for the first round of the application which is very rare and there are drainage projects happening throughout the City. He said the City put their projects in front of the delegation and as a group of elected officials throughout the Parish to tell them what the needs and wants are as a community. He said the City looks forward to more trips and conversations to talk about bringing dollars back home. He said Congresswoman Letlow has been a great friend to Monroe with the Texas Standifer trunk line funding, the Calypso Street pump station funding, and expansion of small business incubator at the University of Louisiana at Monroe (ULM) funding. He noted it is always good to work with the Chamber and hear from young professionals because they are the future. He said it is always fun to get in front of young professionals to hear from them and encourage them to get active in their community. He further noted that young professionals just want to know where to plug in and once plugged into the community the chances of them staying is much greater. On another note, the Mayor said Leadership Ouachita is another group of young professionals for organizations to put people in leadership roles to learn more about the Parish, businesses, and nonprofits. He stated it was a good opportunity for elected officials and he was joined by Councilwoman Dawson and Councilman Harvey. He further stated the topic was Politics in the City and they talked about how the Council, the Mayor, and the Administration work together to achieve the goals inside each community. He said Love the Boot Week dates are all about keeping a clean community working together with Ouachita Green and other leaders for litter pick up. He said clean communities are always important to build healthy communities. Next the Mayor invited friends from the LOPA to talk about their mission and introduced Ms. Roslyn Downs with the Louisiana Organ Procurement Agency.

Ms. Roslyn T. Downs, LOPA, stated she was invited by the local Louisiana Organ Procurement Agency, and she said she had the pleasure of meeting the community educators. She said she has been blessed to be able to share her story. She said as we all know this month is set aside to bring special attention to organ, eye, and tissue donation. She further stated she is a recipient of a living donor who happens to be Mr. Shanderic L. Downs, her big brother. She noted organ, eye, and tissue donation is something that either has affected us or it will. She said it may come to your

friend or family member's home and it may even come to yours's. She said on April 1, 2016, this one person's life changed, and she said in reality it was a domino effect of not just her life but the lives of those around her. She further noted her son who was two at the time, her siblings, her parents, and her friends were all affected by her diagnosis of an autoimmune disease and the need for a liver transplant. She stated she was told she would need a transplant within a year but unfortunately there aren't enough donors, and she would be on the list for five to six years. She said God placed at that moment, one desire in the heart of her big brother to give her over 60% of his liver. She said he was a father of two young kids with one on the way and he had a wife, but he had one simple desire to keep his little sister around a little while longer. She said one statement, one major life event, one day, or one time can literally change the trajectory of your life. She said you take that time to educate yourself and see how vital your voice can be. She noted as a donor you have the power to save up to eight lives and the power to change or improve the quality of life for 75 more. She further noted instead of choosing to be reactive to news that we receive about a health diagnosis or life issue in general; she implore you to be proactive about your health. She said there is power in numbers and prayer. She said she knows she stands on the prayers of others and if you can't take away anything from this moment just remember to be kind, to be unselfish, and to pray for yourself. She stated love is action and you decide what that act will look like for you. She said you decide how you will help somebody and what legacy you will create. She said organs don't go to heaven, souls do, and you don't need that where you're going; so why not help somebody to live longer. She further stated even if it's not helping them live longer but helping them improve the quality of their life. She said pledge to simply be kind, whatever that looks like for you, and educate yourself about the importance of donations.

Mayor Ellis presented Ms. Roslyn Downs and the Louisiana Procurement Agency with a proclamation to recognize the vital work and contributions of the LOPA. He said their dedication to facilitating organ and tissue donation across our communities is commendable and deeply appreciated. He noted the LOPA's commitment to saving lives through the procurement and transplantation of organs and tissues serves as a beacon of hope for those in need of life saving treatment. He said this month-long observance serves as a reminder of the profound impact that organ and tissue donation can have on individuals, families, and communities. He stated on behalf of the Monroe City Council and the citizens of Monroe to express our deepest gratitude to the Louisiana Organ Procurement Agency for their unwavering dedication to saving and enhancing lives. Mayor Ellis proclaimed the month of April in the City of Monroe as well as national, "National Donate Life Month."

Upon motion of Mrs. Dawson and seconded by Mr. Marshall, the minutes of the Legal and Regular session of April 23, 2024, were unanimously approved. (There were no public comments.)

PROPOSED CONDEMNATIONS:

1. 2509 Gordon Ave. (D4) (Owners – David & Madlyn Murrell) Notice to show cause was served. Photographic evidence was presented. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner given 90 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot.

Mr. Tommy James, Code Enforcement Officer, stated the property owner has done work on this structure but it is still dilapidated. They are asking that the property be condemned giving the owner 60 days to bring the structure into compliance. He said they had a brief discussion, and the owner was going to use it as an outreach place, and he would like to give him the opportunity if he's still interested.

Mrs. Ezernack wanted to know if Mr. Murrell would like to share the progress he has made and what he has planned for the structure.

Mr. David Murrell stated they are trying to get the structure renovated to make the building into a ministry. He said there were some setbacks and when the storm came it did a lot of damage to the back part of the roof. He said he didn't know until he removed the front part and he thought someone ran into the building. He noted the neighbors tree fell on the structure and caused damage to the front of the roof. He further noted they are trying to get things together for someone to look at the building to give them a price for the renovations.

Mrs. Ezernack wanted to know if Mr. James and Mr. Murrell are in contact with each other.

Mr. James and Mr. Murrell stated yes.

Mrs. Ezernack noted this property is in D4.

Mr. Marshall wanted to clarify that Mr. Murrell is waiting on a quote.

Mr. Murrell said yes, they are trying to find someone who will do the work to get the building into compliance, and it's mostly roof damage from the storm. He said it was unfortunate that the tree fell on the front part, and they didn't have as much damage until the tree fell on it.

Mr. Marshall wanted to know if between time Mr. Murrell could get the structure to a place where its cleaned up.

Mr. Murrell said yes, they can get that done.

Mr. Marshall motion to condemn the property giving the owner 90 days to bring the structure up to code or remove the structure and any obnoxious growth further providing with respect thereto.

Mr. Marshall stated Mr. Murrell should continue to work with Mr. James with process and any questions he may have as he moves forward.

2. 906 Burroughs St. (D5) (Owner – Nancy Del Major) Notice to show cause was served. Photographic evidence was presented. Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved, the building was condemned, and the property owner given 90 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated he has been in contact with the property owner and their plan is to demolish the structure. They are asking that the property to be condemned, giving the owner 90 days to bring the structure into compliance or demolish the structure.

Mrs. Dawson motion to condemn the property giving the owner 90 days to demolish the structure get rid of all obnoxious growth and debris further providing with respect thereto.

3. 4004 Lee Ave. (D4) (Curatorship - Owner – MGB Properties LA LLC) c/o Renita S. Benjamin Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mrs. Ezernack and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this property burned over a year ago and it is an unsafe structure. They are asking that the property be condemned.

Mr. Marshall motion to condemn the property giving the owner 30 days to bring the structure up to code or remove the structure and obnoxious growth and debris further providing with respect thereto.

4. 4112 Ponder St. (D3) (Curatorship – Owner – 1st Lady Properties LLC) c/o Morgan Livingston, Agent (1st Lady Properties LLC) c/o Charlon Brown Perkins, Manager. Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mrs. Ezernack, seconded by Mr. Marshall and unanimously approved, the building was condemned, and the property owner given 90 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated he has had contact with the property owner, and this is another refurbished property that they're working on. He said they have put windows in, but they have been broken out. They are asking for the property to be condemned, giving the owner 90 days to bring the property back into compliance.

Mrs. Ezernack noted this is definitely Ms. Woods's district. She motion to condemn the property giving the owner 90 days to bring the structure into compliance or demolish the structure and remove the obnoxious growth and debris.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8700 granting an exception to the Open Container Ordinance to El Paso Mexican Grill (Cinco De Mayo) 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. 8701 granting an exception to the Open Container Ordinance to Damian Harris for an event (R&B on the Ouachita at the RiverMarket) 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 Mr. Marshall, seconded by Mrs. Dawson and unanimously approved Resolution No. 8702 granting an exception to the Open Container Ordinance to the ACE Development of NELA for event (BrewFest at the Forsythe Boat Dock first pavilion area 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 Mr. Marshall and unanimously approved to Consider an Application by Sukhwinder Singh dba Forsythe Travel Plaza, 2221 Forsythe Ave., Monroe LA 71201 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved to Consider an Application by Anothony Merrells dba Bourbon Car and Lounge, 5203 DeSiard St., Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

Mrs. Dawson thanked Mr. Anothony Merrells for wanting to put another business in the City of Monroe.

Mr. Merrells stated he really appreciated the City Council.

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for the Monroe Regional Airport Taxiway Delta Construction Phase 1 Project. The estimated cost of construction is \$13,500,000.00 with a DBE Goal of 8.31%. The source of funds is FAA Funds. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved to Consider request from the Purchasing Division for authorization for an authorized City representative to advertise for bids for a new Class "A" Pumper Apparatus. The cost of the new equipment is estimated to be \$500,000.00. The funding for this item will come from the Fire Department's Capital Fund. (There were no public comments.)

Engineering Services:

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Resolution No. 8703 approving Change Order No. Thirteen (13) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to Passover a Resolution accepting as substantially complete work done by Benchmark Construction Group of Louisiana, LLC for the Saul Adler Recreation Center Parking Lot Improvements Project 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. 8704 approving Change Order No. One (1) for the Ruffin Drive-Water Distribution System

Improvements Project 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. 8705 accepting as substantially complete work done by Amethyst Construction, Inc for the North 6th Street Improvements (Louisville Ave. to Stubbs Ave.) Project and further providing with respect thereto. (There were no public comments.)

ADD-ON: Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to add to the agenda item (e) Resolution approving Change Order No. One (1) for the Banquet Hall Air Handling Unit Project 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. 8706 approving Change Order No. One (1) for the Banquet Hall Air Handling Unit Project and further providing with respect thereto. (There were no public comments.)

Mr. Marshall wanted to know the explanation for the Change Order.

Mr. Morgan McCallister, City Engineer, stated this is for the Banquet hall air handling project at the Civic Center which is roughly a \$618,000.00 project. He said once the contractor got in there it was determined there were some apparatus equipment that needed to be changed out. He said it is roughly a \$72,000.00 change for isolation valves and pumps and so forth. He said it is a very limited workspace within these areas and this is one in order to properly attach and for the equipment to work properly.

Mrs. Ezernack wanted to know if there is a timeline for when these parts have to be ordered and if there will be a delay.

Mr. McCallister stated there are varying lead times but the overall project the City is anticipating to be done mid-July.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to Introduce an Ordinance approving a lease between the City of Monroe and Oakwell Commuter Rail LLC at the Monroe Regional Airport and further providing with respect thereto. (There were no public comments.)

Mr. Charles Butcher, Airport Director, stated the City is excited about getting a restaurant, bar, and gift shop at Monroe Regional Airport. He said the Mayor asked him a couple times when the airport would get this, and he has been working on it. He said the CEO of the company will fly in next time to be able to answer questions for the Council.

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

The Chairman opened the Public Hearing seeing no one come forward the Hearing was closed.

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,215 authorizing the City of Monroe to take corporeal possession of the property described below and sell to Lonnie Hudson, all rights, title, and interest that the City may have acquired to the Lot 20, Square 2, Blanks Addition, Ouachita Parish, 824 Marx St., District 5, Monroe, La, by adjudication at Tax Sale dated June 22, 2018, and further with respect thereto. (There were no public comments.)

The Chairman opened the Public Hearing seeing no one come forward the Hearing was closed.

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,216 adopt an Ordinance revoking a portion of Grammont Street from South Stanley Avenue to its dead end and further providing with respect thereto. (There were no public comments.)

The Chairman opened the Public Hearing seeing no one come forward the Hearing was closed.

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,217 adopt an Ordinance amending and supplementing the City of Monroe Operating Budget for the fiscal year 2023-2024 and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:

(1.) Ms. Johnnie Thomas, 414 South 8th Street, stated her car was stolen last month out of her driveway and she said Monroe Police were very good. She said Officer Paige came out to talk to her that morning and that afternoon they had found her car. On another note, she said the election is over except for the runoff and she said there are still too many signs out. She noted she doesn't think the City should have to pick them up because they didn't put them out. She said they need to be removed and the people that were running should make that happen. She noted on Monday morning the City workers were mowing around City Hall and she thinks that should be done on a Thursday or Friday because there are people coming through. She said she doesn't know what can be done for them to change the date. Lastly, she said it looks terrible over by the Grand Plaza and the grass is tall.

Mayor Ellis stated the City had a month of rain and the mowing crews are getting caught back up, but the City will take her suggestion. He further stated the City always love seeing Ms. Thomas here and participating.

Mrs. Ezernack said she is sorry that happen to Mrs. Thomas's car and she is glad Monroe Police found it for her quickly.

(2.) Mr. Mickle Elliot, 3500 Polk Street, thanked the Mayor for putting up a flag in front of the recreation center. He said every day he gets up and he sees the torn flag and he didn't think the City cared about the military. He said he was getting ready to come again but he looked up and saw the change.

Mayor Ellis wanted to know if Mr. Elliot was in the army.

Mr. Elliot said yes sir.

Mayor Ellis thanked Mr. Elliot for his service, and he stated he often buys flags for schools. He said he would give Mr. Elliot his cell phone number and any time he sees a flag that needs to be replaced he will replace it.

Mrs. Ezernack thanked Mr. Elliot for coming out to give a very nice `comment.

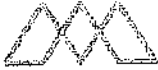
The being no further business to come before the council, the meeting was adjourned at 6:51 p.m., upon motion of Mr. Marshall and it was seconded by Mrs. Dawson.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

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



CITY OF MONROE
TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Tax & Revenue

Re: New Alcohol (For May 14, 2024, Meeting)

Date: May 8, 2024

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVIET STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER -OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

CLASS B NEW (1)

- 1. Love's Travel Stop #806
335 Highway 594
Monroe, LA 71203**

Owner: Alyco, LLC

**OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED**



CITY OF MONROE
TAXATION & REVENUE
City of Monroe, Louisiana
MAYOR- COUNCIL GOVERNMENT

MEMO

To: *Carolus Riley*
City Council

From: *Tim Lewis*
Director of Tax & Revenue

Re: *New Alcohol (For May 14, 2024, Meeting)*

Date: *May 8, 2024*

CLASS A - \$500 RESTAURANTS (LIQUOR)
CLASS B - \$500 CONVIET STORES (LIQUOR)
CLASS C - \$75 (BEER ONLY)
CLASS D - \$60 (BEER -OFF PREMISES)

CLASS E - \$500 PRIVATE CLUBS
CLASS G - \$500 WHOLESALE (LIQUOR ONLY)
CLASS H - \$100 WHOLESALE (BEER ONLY)

New Alcohol License

CLASS A NEW (1)

- 1. Chunkit Axe Games of Monroe**
1812 Tower Drive
Monroe, LA 71201

Owners: James Goodin & Dan Keith

OWNER CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF D & J CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$325,600.00 AND ALTERNATE BID NO. 1 IN THE AMOUNT OF \$8,000.00, FOR THE RUNWAY INTERSECTION REHABILITATION PROJECT AND AUTHORIZING A CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Runway Intersection Rehabilitation Project and D & J Construction Company, LLC was the lowest responsible and responsive bidder.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of D & J Construction Company, LLC in the amount of \$325,600.00 and Alternate Bid No. 1 in the amount of \$8,000.00 for the Runway Intersection Rehabilitation Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

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

BE IT FURTHER RESOLVED that an authorized city representative be and is authorized and empowered to execute a contract with D & J Construction Company, LLC, on behalf of the City of Monroe for said services.

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 May 2024.

CHAIRPERSON

CITY CLERK



4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

May 7, 2024

Mr. Charles Butcher
Monroe Regional Airport
5400 Operations Road
Monroe, Louisiana 72103

Re: Monroe Regional Airport
Runway Intersection Rehabilitation
Recommendation of Award

Dear Mr. Butcher:

Bids were received for the "Runway Intersection Rehabilitation" project at the City Purchasing Department on Tuesday, April 30, 2024. The bids have been checked for accuracy and compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

One bid was received on the project. D & J Construction Company, LLC. submitted the low bid for the project in the amount of \$325,600.00 for the Base Bid, and \$8,000.00 for Additive Alternate No. 1. The Engineer's Opinion of Probable Cost was \$308,000.00 for the Base Bid and \$40,000.00 for Additive Alternate No. 1.

We believe that the bid submitted by D & J Construction Company, LLC. represents a good value for the Monroe Regional Airport. We recommend that the construction contract for the "Runway Intersection Rehabilitation" project be awarded to D & J Construction Company, LLC. in the amount of \$333,600.00 for the Base Bid and Additive Alternate No. 1.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Mary Fair, P.E.
Project Manager

Attachments: Bid Tabulation – Summary
Bid Tabulation – Base Bid
Bid Tabulation – Additive Alternate No. 1

CITY OF MONROE
MONROE REGIONAL AIRPORT
RUNWAY INTERSECTION REHABILITATION
BID TABULATION SUMMARY
BID OPENING: 4/30/2024; 02:00 PM

BID SUMMARY		
DESCRIPTION	ENGINEER'S ESTIMATE	D & J CONSTRUCTION COMPANY, LLC.
BASE BID	\$308,000.00	\$325,600.00
ADDITIVE ALTERNATE NO. 1	\$40,000.00	\$8,000.00
TOTAL BASE BID	\$308,000.00	\$325,600.00
TOTAL BASE BID + ADD. ALT. 1	\$348,000.00	\$333,600.00



MONROE REGIONAL AIRPORT
 RUNWAY INTERSECTION REHABILITATION
 BID TABULATION - BASE BID
 BID OPENING: 4/30/2024; 02:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00
2	SS-220-5.1	Pavement Edge Grading	LF	220	\$15.00	\$3,300.00	\$40.00	\$8,800.00
3	SS-300-5.1	Lockout/Tagout Procedures	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	SS-301-5.1	Existing Flush Runway Edge Light, Removed and Stored, Base Demolished	EA	2	\$5,000.00	\$10,000.00	\$750.00	\$1,500.00
5	SS-407-5.1	2" Asphalt Surface Course (LADOTD)	SY	3,000	\$40.00	\$120,000.00	\$38.00	\$114,000.00
6	SS-407-5.2	Leveling Course (LADOTD)	TON	70	\$300.00	\$21,000.00	\$500.00	\$35,000.00
7	C-105-6.1	Mobilization	LS	1	\$30,000.00	\$30,000.00	\$32,000.00	\$32,000.00
8	P-620-5.1	Runway and Taxiway Marking	SF	2,900	\$3.00	\$8,700.00	\$7.00	\$20,300.00
9	P-101-5.1	Cold Milling (0-2")	SY	3,000	\$16.00	\$54,000.00	\$16.00	\$48,000.00
TOTALS						<u>\$308,000.00</u>		<u>\$325,600.00</u>

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774



DIGITALLY SIGNED MAY 7, 2024



MONROE REGIONAL AIRPORT
 RUNWAY INTERSECTION REHABILITATION
 BID TABULATION - ALTERNATE 1
 BID OPENING: 4/30/2024; 02:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, I.L.C.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-407-5.1	2" Asphalt Surface Course (LADOTD)	SY	(3,000)	\$40.00	-\$120,000.00	\$38.00	-\$114,000.00
2	SS-407-5.2	Leveling Course (LADOTD)	TON	(100)	\$300.00	-\$30,000.00	\$500.00	-\$50,000.00
3	P-401-8.1	2" Asphalt Surface Course	SY	3,000	\$50.00	\$150,000.00	\$40.00	\$120,000.00
4	P-401-8.2	Leveling Course	TON	100	\$400.00	\$40,000.00	\$520.00	\$52,000.00
TOTALS						<u>\$40,000.00</u>		<u>\$8,000.00</u>

CERTIFIED CORRECT BY MARY FAIR, LA PE #49774



DIGITALLY SIGNED MAY 7, 2024



RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE RFQ RESPONSE OF ARCHITECTURE ASSOCIATES, APC TO PROVIDE ARCHITECTURAL AND ENGINEERING SERVICES FOR THE TRANSIT CENTER RELOCATION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe issued a Request for Qualifications (RFQ) for a qualified architectural firm to provide architectural engineering services for the Transit Center Relocation Project; and

WHEREAS, Architecture Associates, APC submitted a response to the RFQ, and the City has determined that the response is responsive to the RFQ and that Architecture Associates, APC is a responsible vendor, possessing the necessary skills, expertise, and judgment to perform the identified services.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the RFQ response of Architecture Associates, APC, to provide architectural and engineering services for the Transit Center Relocation Project, be and at the same is hereby accepted; and

BE IT FURTHER RESOLVED that a designated City representative be and is authorized and empowered to execute a contract with Architecture Associates, APC, on behalf of the City of Monroe for said services as outlined in the RFQ.

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 May 2024.

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO APPLY AND PROVIDE MATCHING FUNDS FOR THE LOUISVILLE AVE. & WASHINGTON ST. / LAMY LN. INTERSECTION AND SIDEWALK PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe desires to participate in LaDOTD’s Safe Streets for All (SS4A) Grant Program by filing an application for grant funding to support the Louisville Ave. & Washington St. / Lamy Ln. Intersection and Sidewalk Project, which is estimated to cost \$2,500,000.00; and

WHEREAS, participation in the SS4A program requires local matching funds of up to 20% of the cost of the project, and the City desires to certify its commitment to providing the required local match for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Mayor Friday Ellis is hereby authorized and empowered to apply for grant funding under the Safe Streets for All Grant Program for the Louisville Ave. & Washington St. / Lamy Ln. Intersection and Sidewalk Project and to execute any documents necessary to evidence the City’s local-match commitment.

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

AYES:

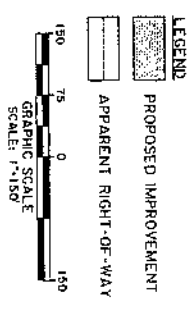
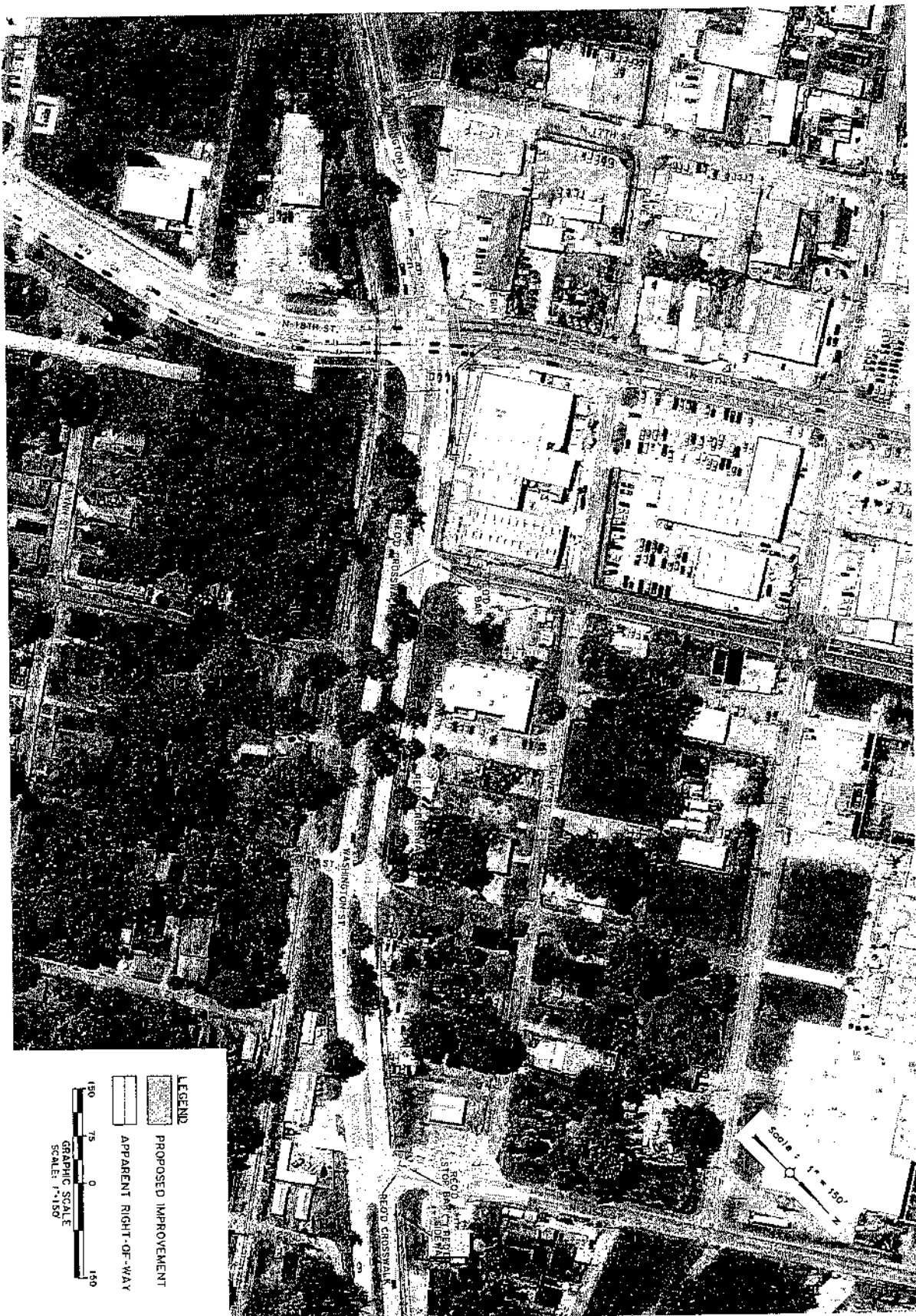
NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

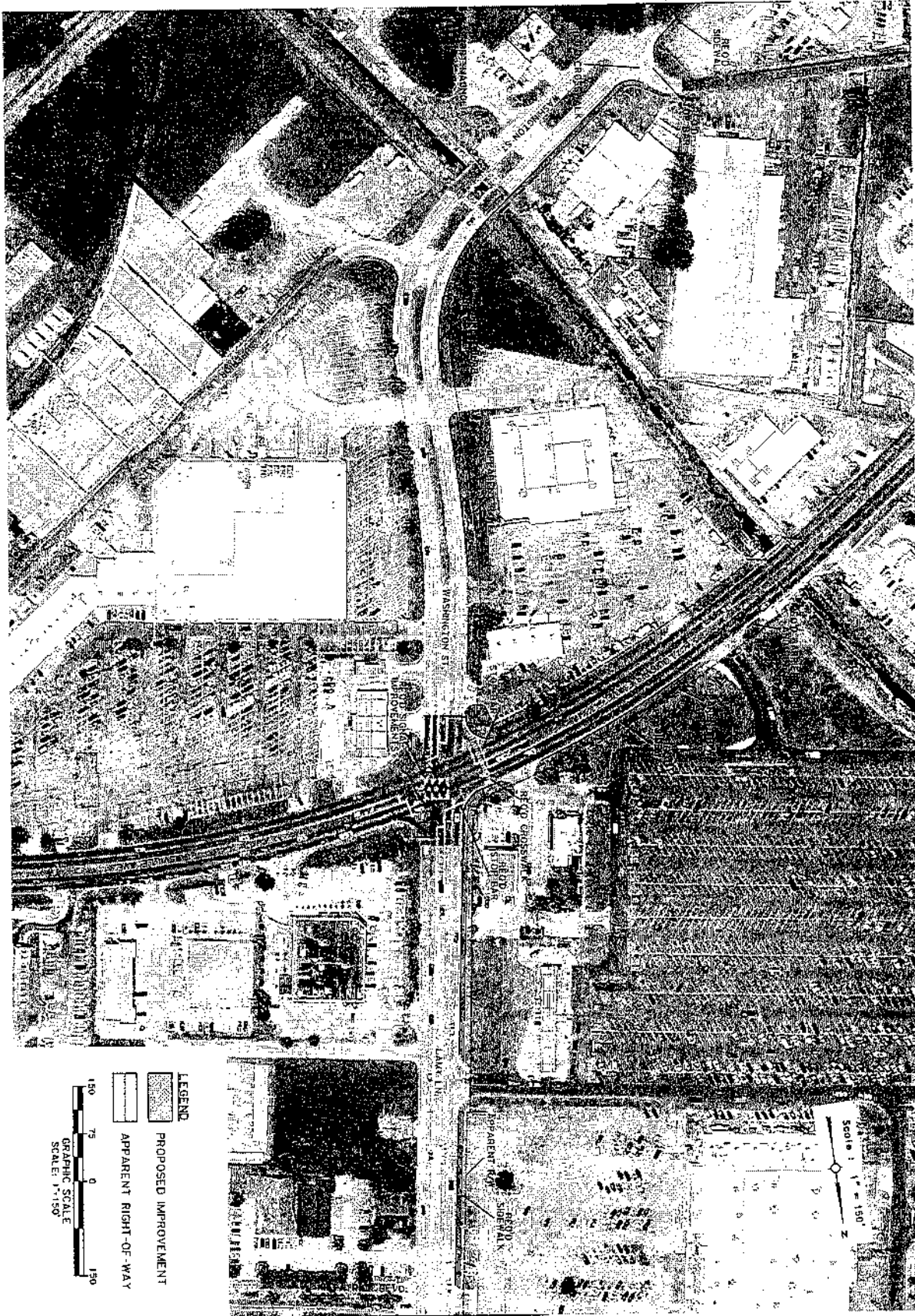


MATCHLINE (SEE SHEET 2)

 DOTD Louisiana Department of Transportation & Development NEEL-SCHAFFER, INC.	CONCEPT LAYOUT QUACHITA PARISH SAFETY ACTION PLAN		SHEET NO. 1 TOTAL SHEETS 1		DATE: 5/6/2024 TIME: 9:00:28 AM
			PROJECT: QUACHITA DRAWING NO: 001-09 STATE PROJECT:	DESIGN: DST CHECK: MAXN METAL: RML CONCL: MAXN REVIEW: DST INCHES: 11 OF 14	



MATCHLINE (SEE SHEET 2)



MATCHLINE (SEE SHEET 4)



CONCEPT LAYOUT

QUACHITA PARISH SAFETY ACTION PLAN



NO.	DATE	REVISION OR CHANGE ORDER

CONCEPT PLAN
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION
 DATE: 5/6/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]

DESIGN	DSY
CHECK	MXN
DRAWN	RML
CHECK	MXN
DESIGN	DSY
DATE	3 OF 4

PROJECT	QUACHITA
CONTROL NUMBER	001-09
STATE	LOUISIANA

SHEET 3

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE RE-DEDICATING REVENUES RECEIVED FROM THE LICENSING AND TAXING OF VIDEO BINGO OPERATIONS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe adopted Ordinance No. 10,711, which amended Chapter 10.5 of the City of Monroe Code and established provisions for the regulation, control, licensing, and taxation of electronic video bingo within the City of Monroe;

WHEREAS, shortly after its enactment, the City Council adopted Ordinance No. 10,729, which dedicated licensing and taxation revenues equally to the payment of “non-salary related employee benefits” and to the “Capital Debt Service fund”; and

WHEREAS, to provide flexibility to operations and to expand the use of revenues to all employee-related benefits, including increases in employee salary, the City desires to re-dedicate the licensing and taxation revenues to provide that, from the portion allocated to the payment of employee benefits, funds may be used for the payment of increases in employee salary and related employee benefits.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that funds received from the licensing and taxing of video bingo operations shall be specially dedicated as follows:

Section 1. All revenues received from the licensing and taxing of electronic video bingo will be divided equally between a dedicated fund for payment of increases in salary and related employee benefits for employees of the City of Monroe and to the Capital Debt Service fund.

Section 2. The City of Monroe salary and employee benefits fund will be utilized, as funds are available, to supplement budgeted funds for the payment of salary and employee benefit increases, such as insurance or pension, for all city employees not currently or in the future covered by a sales or property tax dedicated to cover such increases to salary or related employee benefits.

Section 3. The City of Monroe Capital Debt Service fund will be utilized, as funds are available, to supplement budgeted funds for debt payments on capital equipment lease purchases or capital equipment purchases for City departments not currently or in the future covered by a sales or property tax dedicated to such capital expenditures.

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

Notice published on the _____ day of May, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF MONROE AND OAKWELLS COMMUTER RAIL LLC AT THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City is the owner and operator of the Monroe Regional Airport, which contains certain premises located within the Airport terminal(s) that have been designated for use as bar/lounge, restaurant, concessions, and gift shop;

WHEREAS, Oakwells Commuter Rail, LLC, a qualified and competent operator, desires to lease those premises and office space so that it can provide food, vending, gift shop and concession services to the Airport and its patrons;

WHEREAS, the Food Service, Vending, and Concession Contract and Lease Agreement between Oakwells and the City of Monroe 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 Food Service, Vending, and Concession Contract and Lease Agreement between the City of Monroe, Louisiana and Oakwells Commuter Rail LLC; and

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

This Ordinance was introduced on April _____, 2024.

Notice published on April _____, 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 May ____, 2024.

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

**FOOD SERVICE, VENDING, AND CONCESSION
CONTRACT AND LEASE AGREEMENT**

This Food Service, Vending, and Concession Contract and Lease Agreement (“**Agreement**”) is entered into on May ____, 2024, by and between the parties set forth below and on the terms and conditions set forth herein.

PARTIES

The following are parties to this Agreement:

THE CITY OF MONROE, LOUISIANA (“City”), a political subdivision of the State of Louisiana, appearing herein through Stacey Rowell, Director of Administration, authorized by action taken through its City Council at its regular meeting on May ____, 2024; and

OAKWELLS COMMUTER RAIL, LLC (“Lessee”), a foreign limited liability company registered and doing business in the State of Louisiana, appearing herein through its duly authorized representative.

The parties to this Agreement may be referred to collectively as “Parties” or individually by reference to the abbreviated name for each entity set forth above.

RECITALS

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

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

WHEREAS, the City is desirous of leasing to Lessee and Lessee is desirous of leasing from the City, upon the terms and conditions herein contained, the Leased Premises so that Lessee can provide food, vending, and concession services to the Airport’s patrons; and

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

ARTICLE I
PREMISES

1.1. Premises. The City hereby leases to Lessee and grants to Lessee the use of the following, certain premises and facilities located at the Monroe Regional Airport (“Airport”)

B. The "Term" shall begin on the Commencement Date and shall terminate at midnight on the last day of the month that is seven (7) years from the Commencement Date, unless terminated sooner in accordance with this Agreement.

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.

2.2 Holding Over: Rights at Expiration

A. **Holdover.** 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. It is agreed and understood that any holding over of Lessee after the termination of this Agreement with the City's consent shall not renew and extend the Term, but shall operate and be construed as a month-to-month permit and Lessee agrees to pay to the City Rent, including the Percentage Rent and MAG, that is in effect at the end of the regular Term of this Agreement, unless the City has given Lessee notice of an increase the Rent. Notice of any such increase in Rent may be given at any time upon not less than thirty (30) days' notice. Lessee shall be liable to the City for all loss or damage on account of any such holding over against the City's will after the termination of this Agreement, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing payments to the City in the event that Lessee fails or refuses to surrender possession of the Leased Premises shall not constitute a waiver by the City of its right to immediate possession of the Leased Premises. All provisions of this Agreement shall remain in full force and effect during such holdover period.

B. **Improvements.** Upon the expiration of the Lease Term or termination of this Agreement, any 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 notwithstanding, the City shall have the option to require Lessee to remove any improvements made by Lessee to the Leased Premised 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.

shown on Exhibit A, attached hereto and incorporated herein, including any improvements to be made thereon or modifications made thereto ("Leased Premises"):

A. Space within Terminal Building "A" (Pre-Security), including an existing bar/lounge, an existing restaurant/concession, including kitchen, gift shop, and office space.

B. Space within Terminal Building "B" (Post-Security) for the establishment of a kiosk or stand; and

C. Storage space located outside Terminal Building "B" (Post-Security).

1.2. No other part of the Airport Terminals or the ground on which they are situated shall be part of the Leased Premises.

1.3 **Ingress and Egress.** Subject to any applicable rules, regulations, or City policies governing the use of the Airport, the City grants to Lessee the non-exclusive right to use, in common with others, the areas designated by the City to be public or to be used in common, including, but not limited to, the walkways, streets, roadways, waiting rooms, hallways, restrooms and other passenger conveniences at the Airport ("Public Areas") for Lessee's employees, patrons, guests and invitees for the use of which the Public Areas were designed. Lessee's right under this section includes the right of ingress to and egress from the Premises for Lessee and its employees, patrons, guests, invitees, suppliers of materials and services, along with equipment, vehicles and other property related to Lessee's business at the Airport under this Lease. The rights of ingress and egress granted by this Section may be exercised without charge.

1.4 **As-Is Premises.** Lessee accepts the Leased Premises in its present condition, as is, where is, and with all faults. City shall not be obligated to construct additional improvements or to modify existing improvements, nor to provide services of any type, character, or nature (including any utilities or telephone service) on or to the Leased Premises during the Term of this Agreement other than those stated in this Lease.

1.5 **No Warranty of Economic Viability.** The City makes no warranty, promises or representations as to the economic viability of any concession location or business concept. The City makes no warranty that airline usage of gates or other facilities adjacent to the Premises will not change.

ARTICLE II **TERM**

2.1 Lease Term.

A. The term will begin on June 1, 2024 or upon Lessee's receipt of a Certificate of Occupancy, whichever is earlier ("Commencement Date").

C. Personal Property. Any trade fixtures and other personal property of Lessee that is not permanently affixed to the Leased Premises shall remain the property of Lessee if Lessee is not in default at the time of expiration or termination of this Agreement, and if they are removed from the Premises no later than two (2) days after the expiration or termination. If Lessee fails to remove its trade fixtures and other personal property within two (2) calendar days after the expiration or termination of this Agreement, or a longer period agreed to in writing by the City, the City, at its option, may determine that title to these items shall vest in the City, at no cost to the City, and the City may thereafter remove and dispose of the same at Lessee's expense. Lessee shall remove its trade fixtures and personal property in a manner and at times that do not interrupt operation of the Terminal or other Airport facilities. Lessee shall repair all damage done to the Leased Premises or other City owned property resulting from the removal of such trade fixtures and personal property and shall restore the Leased Premises and other City owned property to the state of good repair that existed prior to the installation of Lessee's trade fixtures and personal property, less normal wear and tear.

D. Disputes. In the event of a dispute as to the affixed or non-affixed nature of any improvements or trade fixtures, the City's determination shall be final.

E. No Rights to Improvements. 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.

2.3 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.

2.4 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 III

RENT

3.1 Gross Receipts. "Gross Receipts" shall include all monies paid or payable to Lessee for sales made and for services rendered at or from the Leased Premises, to include catering and internet sales, regardless of when or where the order therefor is received (including outside the Premises), and any other receipts, credits, rebates, allowances, or revenues of any type arising out of or in connection with Lessee's operations (or those operations of Lessee's agents) at the Leased Premises, including, but not limited to, branding fees, marketing fees, merchandising fees, promotional allowances, retail display allowances (RDA), and any type of

ancillary advertising or product placement fees/allowances, provided, however, that Gross Receipts shall not include:

- (i) Any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by Lessee;
- (ii) Amounts and credits received in settlement of claims for loss of, or damage to merchandise;
- (iii) Amounts and credits received from suppliers for products and merchandise returned by Lessee;
- (iv) Receipts that are later refunded to a customer for merchandise returned;
- (v) Insurance proceeds;
- (vi) Tax rebates;
- (vii) Inter-store transfers; and
- (viii) Amounts for coupons and other forms of discounts (including, but not limited to, complimentary customer and employee meals), such that only the amounts actually received are ultimately included in Gross Receipts.

3.2 Percentage Rent. "Percentage Rent" means the applicable percentage of Lessee's Gross Receipts from the following table:

<u>Percentage</u>	<u>Type of Gross Receipt</u>
Eight percent (8%)	Gross Receipts from all sales made and all services performed (e.g. food services, gift sales, vending and all other sales), <i>except</i> sales of alcoholic beverages.
Fifteen percent (15%)	Gross Receipts from all sales of alcoholic beverages

Percentage Rent will be calculated monthly based upon the total of Gross Receipts for the immediately preceding month using the above schedule of percentages.

3.3 Rent. Beginning on the Commencement Date, Lessee shall pay Percentage Rent to the City as set forth in Section 3.2 based on Lessee's Gross Receipts, subject to a Minimum Annual Guarantee ("MAG") as further provided below ("Rent").

A. Minimum Annual Guarantee (MAG). The MAG shall be \$20,000.00. The MAG shall be adjusted at the beginning of every calendar year during the Term of this

Agreement, by a flat rate of three percent (3%) per year. Notwithstanding this annual flat rate adjustment, the MAG shall never be decreased and shall not increase more than three percent (3%) in any single year.

B. MAG Payment. One-twelfth of the MAG shall be due in advance on the first day of each month without setoff, deduction, prior notice or demand. Each payment not received by the 1st day of the month shall be late.

C. Pro-Rated Amounts. If the Commencement Date occurs other than on the first day of a calendar month or if the Expiration Date occurs other than on the last day of a calendar month, then the MAG shall be prorated for said month.

D. Percentage Rent Payment. In addition to the MAG, Lessee shall pay Percentage Rent in the amounts noted in Section 3.2, but only to the extent that Percentage Rent exceeds the monthly installment of MAG paid in advance for said month or portion thereof. Percentage Rent for any category of Gross Receipts not specifically listed shall be computed by the Lessee at the lowest Percentage Rent defined in Section 3.2. Percentage Rent for each month is due and payable by the 15th day of each month following the month of accrual, without issuance of an invoice. Payment will be considered late if not received by the 15th day of the same month and late payments will be accrued.

3.4 Manner of Payment. Lessee shall deliver payment to the following address:

Monroe Regional Airport
ATTN: Accounts Payable
5400 Operations
Monroe, LA 71210

or by such other method, including wire or ACH transfer, as may be designated by the City.

3.5 Monthly Statements. Lessee shall provide to the City, by the twentieth (20th) day of each month, a statement containing the following information with respect to Lessee's operations at the Airport for the immediately preceding month:

- (i) Number of transactions;
- (ii) Units per transaction;
- (iii) Average dollars per transaction;
- (iv) Gross Receipts (all sales except alcoholic beverages); and
- (v) Gross Receipts (alcoholic beverage sales).

3.6 Record Keeping and Reconciliation.

A. Lessee shall prepare and maintain in accordance with Generally Accepted Accounting Principles complete and accurate books and records that include all income, expenses, Gross Receipts, and other economic transactions under this Agreement, and the City shall have the right, through its representatives, and at all reasonable times, to inspect the books and records of Lessee or other participants in the operations authorized in this Agreement. Lessee's system of accounts shall allow each location of Lessee's operations under this Lease to be distinguished from all other locations or operations of Lessee. Lessee shall maintain source documents sufficient to support Lessee's books, records, and reports. All Gross Receipts related to this Lease shall be deposited to a business bank account, the records for which shall be subject to review and audit in accordance with Section 3.7 below.

B. On or before each April 1st during the Term of this Agreement, Lessee shall provide a written statement to the City (Annual Certified Gross Receipts Report) from an independent Certified Public Accountant, stating the amounts of Lessee's Gross Receipts (by month, by Percentage Rent category) and the amounts paid to the City as the total of MAG and Percentage Rents for said calendar year or part thereof, and stating that, in the Accountant's opinion, the Gross Receipts reported on the annual report for the preceding calendar year (Jan. - Dec.) are in accordance with the terms of this Agreement. Lessee shall provide a written statement fully explaining any differences between the monthly Gross Receipts reported to the City during the calendar year and the monthly Gross Receipts listed on the annual report. If Lessee shall have paid to the Board an amount greater than Lessee is required to pay as Percentage Rent for such calendar year under the terms hereof, the Concessionaire's refund will be issued in the form of a check or Electronic Funds Transfer (EFT) as determined by the Board; or if Concessionaire shall have paid an amount less than the Percentage Rent required to be paid hereunder, Concessionaire shall pay such difference to the Board upon presentation of an invoice or electronic notice for payment. The Board, in its sole discretion, may notify the Concessionaire in writing that the written statement may be signed and submitted by the Chief Executive Officer or Chief Financial Officer of Concessionaire rather than by an independent Certified Public Accountant.

3.7 Audit.

A. The City shall have the right until three (3) years after the expiration or termination of this Agreement, through its representatives, and at all reasonable times, to review all books, records, and agreements of Lessee (and where applicable, all individuals or other business entities who are party to this Agreement) requested by the City's representatives to substantiate the accuracy of reported Gross Receipts and Lessee's compliance with other provisions of this Agreement. This includes, but is not limited to, financial statements, general ledgers, sales journals, daily or periodic summary reports, inventory and purchasing records, cash register or computer terminal tapes or reports, bank deposit slips, bank statements, cancelled checks, tax reports/returns filed with state or federal entities, discount or rebate/allowance agreements, records of refunds or voids, and joint venture or partnership agreements. Such right of examination shall include cooperation by Lessee's personnel (including, but not limited to, cooperation in sending confirmations to Lessee's suppliers or others, assisting the City in

obtaining from governmental entities official copies of tax reports/returns, and disclosing all bank or other accounts into which Gross Receipts are deposited) as reasonably considered necessary by the Board's representatives to complete the audit. All such books, records, and agreements shall be kept for a minimum period of five (5) years after the close of each calendar year.

B. Audits will be conducted at Airport. However, if first agreed to by the City, the audit can be conducted off the Airport, in which event Lessee shall reimburse the City for reasonable transportation, food and lodging costs associated with the audit. Lessee shall allow the City's representatives to copy any records the representatives determine to be necessary to conduct and support their audit. Lessee shall provide the City's representatives with retrievals of computer-based record or transactions the representatives determine to be necessary to conduct the audit. Lessee shall not charge the City for reasonable use of Lessee's copy machine while conducting the audit, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in magnetic, optical, microform or other media. Lessee shall provide all records and retrievals requested, within seven calendar days. If such records are not received within 14 calendar days, the City may assess liquidated damages in the amount of \$100 per day for each record or retrieval not received. Such damages may be assessed beginning on the 15th day following the date the request was made.

C. If, as a result of the audit, it is established that Lessee underreported Gross Receipts or underpaid fees related to Gross Receipts by three percent (3%) or more for the period audited, the entire expense of the audit shall be borne by Lessee. Any additional payments due shall forthwith be paid by Lessee to the City with interest thereon at the same rate specified for late fees, from the date the subject rent or fees became due. If it is established that Lessee underreported Gross Receipts or underpaid fees related to Gross Receipts by five percent (5%) or more for the period audited, the City shall be entitled to terminate this Agreement for cause upon thirty (30) days' written notice, regardless of whether the deficiency is paid.

3.8 Late Payment or Statement.

A. If Lessee is delinquent for thirty (30) days or longer in paying any amounts owed to the City under this Agreement, Lessee shall pay to the City a late payment charge assessed on the delinquent amount at 1% per month. The late payment charge shall accrue from the date the delinquent amount was due until paid.

B. If Lessee is delinquent for ten (10) days or more in furnishing the City with any monthly statement required under this Agreement, Lessee shall pay to the City \$200.00 per delinquency for the additional administrative costs incurred by the City in reviewing and processing the delinquent statement.

C. The remedies provided in this Section are in addition to all other remedies the City may have for breach of this Agreement by Lessee, and nothing in this Section shall be deemed to be a waiver by the City or prevent the City from asserting any other remedy.

3.9 Security Deposit. Lessee shall deposit with City upon the execution of this Agreement a security deposit in the amount of \$3,000.00.

3.10 Taxes, Licenses, and Fees. Lessee shall pay, on or before their respective due dates, directly to the appropriate collecting authority, any and all federal, state, and local taxes, including real or personal property taxes, sales and use taxes, excise taxes, income tax withholding, unemployment and Social Security taxes, and any other taxes that are now or may be levied or assessed upon the Leased Premises, upon Lessee, upon Lessee's interest in this Agreement, upon the Lessee's business conducted on the Leased Premises or elsewhere on the Airport, or upon any of Lessee's property used in connection with the Lessee's operations at the Airport. Lessee shall also pay any fees or charges for all licenses and permits necessary to comply with the requirements of this Agreement and the privileges extended hereunder that may be levied, assessed, or charged by any governmental entity in connection with Lessee's operations at the Airport. Lessee shall maintain in current status all federal, state, and local licenses and permits necessary or required by law for the operation of Lessee's business.

ARTICLE IV
PERMISSIBLE USES ; NON-EXCLUSIVE RIGHTS

4.1 Rights, Use, and Privileges.

A. The City hereby grants Lessee the right to sell food, snacks, beverages, alcoholic beverages (where licensed and permitted), books, magazines, newspapers, souvenirs and other goods and products within the Leased Premises in accordance with the provisions of this Lease. Lessee may conduct catering operations at locations outside the Leased Premises, provided however, that Lessee must be licensed separately for such activities and any catering operations do not interfere with or unreasonably burden Lessee's operations under this Agreement. The rights granted under this Lease are non-exclusive, and City retains the right to grant rights to others to sell products in the Airport.

B. Lessee shall not have the right to use the Leased Premises and facilities for any purpose other than that set forth in Section 4.1(A).

C. Lessee shall also have the right to operate vending machines or mobile food or beverage vending carts in the Terminal at such locations as shall be approved in writing by the City.

D. The City shall have the right, in its sole discretion, to install one or more public address system speakers on the Premises for announcing flight arrivals and departures and other Airport information. Lessee may install public address, paging, or other audio system(s) on the Premises only with the express written approval of the City.

E. Lessee shall only use the Leased Premises for the purposes set forth herein. Lessee may not use the Leased Premises for any other commercial or non-commercial purpose.

4.2 Non-Exclusive Rights. The rights granted herein for the operation of the permitted concession at the Airport shall be non-exclusive. The City may, at any time, award space (existing or newly created) to accommodate other concessionaires who may have rights

similar to those non-exclusively granted herein. The City may, in its sole discretion, grant exclusive rights to other concessionaires to sell goods or services that Lessee is not authorized to sell.

4.3 Prohibited Acts. Lessee shall not:

- (i) Commit any nuisance on the Premises, or any other portion of the Airport, or do or permit to be done anything which may result in the creation or commission of such nuisance, including without limitation the placing or permitting of any radio, television, loudspeaker or amplifier outside the Leased Premises or where the same can be seen or heard outside the Leased Premises;
- (ii) Cause or produce or permit to be caused or produced upon the Leased Premises or upon any other portion of the Airport or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapors, or odors;
- (iii) Permit to be used or use the Leased Premises for any illegal purpose or for any purpose not expressly authorized hereunder;
- (iv) Do or permit to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Leased Premises or elsewhere, or do or permit to be done anything which may interfere with free access and passage in the Terminal Buildings or in the streets and sidewalks adjacent thereto;
- (v) Do or permit to be done any act or thing upon the Leased Premises or upon any other portion of the Airport which will invalidate or conflict with, or increase the cost of, any fire insurance policies or other insurance policies covering the Leased Premises or any part thereof, or which in the opinion of the City may constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated herein and elsewhere at the Airport;
- (vi) Without the City's written consent, which consent is completely discretionary with the City, install or permit to be installed coin-operated vending machines or pay telephones on the Leased Premises. The City reserves the right to install and maintain, through independent contractors, such coin-operated vending machines or pay telephones on the Leased Premises;
- (vii) Without the City's written consent, which consent is completely discretionary with the City, install or permit to be installed third-party advertising within or on the Leased Premises, including windows facing out to the public; or
- (viii) Without first receiving City approval, close any location, change operating hours of any location, or introduce any goods for sale from the Leased Premises not specifically provided for herein without prior written approval from the Airport.

4.4 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. This requirement shall include, but not be limited to, all occupational licenses, all licenses and permits required for the sale or distribution of alcoholic beverages, and all licenses and permits required for the handling, preparation, sale, and distribution of food or beverages. 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.

4.5 Compliance with Laws. Lessee 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 business 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.

ARTICLE V **LESSEE OPERATING STANDARDS**

5.1 Service Standards.

A. Required Services. Lessee shall be required to sell food, snacks, beverages, books, magazines, newspapers, souvenirs and other goods and products on the Leased Premises.

B. Level of Public Service. Lessee shall maintain and operate the Leased Premises in a first-class manner and shall keep them in a safe, clean, orderly and inviting condition at all times, all as satisfactory to the City. Lessee shall provide prompt, courteous and efficient service adequate to meet the reasonable demand therefore and shall take all necessary steps to ensure polite conduct on the part of its employees and representatives.

C. Quality Service. In entering into this Agreement, Lessee acknowledges the desire and obligation of the City to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Lessee covenants and agrees to offer for sale from the Premises only high-quality merchandise and services, goods and prices to be determined in accordance with this Agreement.

D. Greeting. All of Lessee's customers shall receive warm, friendly, smiling, prompt, courteous service. Telephones shall be answered promptly from a location that is not visible or audible to customers inside the Leased Premises. Walk-in customers shall be given priority.

E. Food Service Menu. Lessee shall develop and maintain a food and beverage menu to meet the needs of both the traveling public and persons employed at the Airport. Prices for items on the food service menu shall be comparable to those charged by other restaurants in the Monroe, Louisiana trade area. Lessee shall vary the food and beverage menu from time to time to meet changes in demand and avoid monotony.

F. Merchandising. Lessee shall employ attractive merchandising that entices customers to purchase retail products. Lessee shall develop and implement creative and effective merchandising means within the Premises; those means may include, without limitation, merchandise displays, full retail display cases, promotional displays (for which City approval must be obtained), and attractive packaging. All signage and merchandising displays must conform to signage standards of the City and must be approved by the City

G. Marketing. Lessee shall develop, implement, and maintain a marketing and promotion program that will effectively inform private and commercial aviation service providers and other Airport tenants, persons employed at the Airport, and the general public of the food and beverage services offered at the Airport by Lessee. Lessee shall provide daily food service specials or price incentives designed to encourage persons employed at the Airport to utilize Lessee's services. Lessee shall develop, implement and maintain procedures to encourage utilization of concessions by the general public and development of off-Airport business.

H. Prompt Service. Service shall be timely, attentive, and friendly. Food and beverage orders and merchandise requests shall be taken promptly and in a friendly and courteous manner. Processing of payments for food service, beverages and retail products shall be prompt. Sales receipts shall be properly itemized, shall reflect a description of the goods and services purchased, the individual price for each item of goods and services purchased, totals and applicable taxes. All customers shall be thanked for their patronage.

I. Credit Cards. Lessee agrees to carry and accept all major credit cards for services or merchandise at the Leased Premises including Visa, MasterCard, American Express, and Discover.

J. Hours of Service. Except as otherwise expressly agreed by the City, Lessee shall provide all services required under this Lease during the periods set forth in a "Concession Schedule" which is to be mutually agreed upon by the Parties. The City may amend the Concession Schedule from time to time to accommodate Airport operating requirements; amendments shall be effective upon written notice to Lessee. Unless otherwise agreed to, the following must be included in the Concession Schedule: (1) facilities must be open 365 days a year with operating hours and staffing levels adequate for both the hourly and seasonal peaks in passenger traffic; (2) Facilities must be open for business at least 30 minutes prior to arrival/departure of the first scheduled flight and 30 minutes after departure of the last scheduled outbound flight; and (3) Staffing levels must be adequate at all times to ensure that employees are able to take required breaks, leave the Premises to receive shipments, or move products from storage without interrupting operations.

5.2 Employee Standards.

A. Lessee shall recruit, train, supervise, direct, and deploy the optimum number of employees to match the Service Standards set forth in Section 5.1 and the work requirements.

B. Lessee shall, in the operation of the concession under this Agreement, employ or permit the employment of only such personnel as will assure a high standard of service to the public. Each employee shall: (1) be clean, neat, and attired in the approved uniform; (2) be free from offensive body odor; (3) be professional, courteous, and friendly to the public; (4) have a thorough health examination before employment at the Airport and annually during employment there; (5) not wear excessive amounts of jewelry, perfume, or cologne; and (6) wear the employee's Airport identification at all times, showing the names of both the Lessee and the employee, within the guidelines of all local, state and federal laws. No personnel employed by Lessee, while on or about the Premises, shall use improper language; act in a loud, boisterous, or otherwise improper manner; or be permitted to solicit business in a manner that is offensive or otherwise unprofessional.

C. Lessee shall maintain a close check over attendants and employees to ensure the maintenance of a high standard of service to the public and compliance with this Agreement. The satisfactory performance of the obligation hereunder shall be determined at the sole discretion of the City. Lessee shall take all proper steps to discipline employees who participate in acts of misconduct on or about the Leased Premises.

5.3 Management. Lessee shall select and appoint (an) employee(s) who shall serve as Managing Director(s) of Lessee's operations at Airport. Such person must be a qualified and experienced manager vested with full power and authority to operate the concession business herein authorized, and to control the conduct and demeanor of Lessee's agents, servants and employees. Said Managing Director shall be assigned to an office at or near the Airport, where he or she shall ordinarily be available during regular business hours and where, at all times during his or other absences, a responsible subordinate shall be in charge and available. Lessee shall inform the Airport of the telephone numbers and e-mail addresses and changes thereto of the local office and Managing Director.

5.4 Paging, Audio, and Video Systems. Lessee shall not be permitted to install any paging, audio or video systems within the Premises without advance written approval of the Airport Concessions Department.

5.5 Sanitation, Hygiene, and Cleanliness.

A. Lessee shall keep the Leased Premises and proximately located surrounding public areas reasonably free of debris, trash or soiled cleaning supplies (e.g., rags and buckets) originating from Lessee's operations or customers. Lessee shall ensure that all equipment, walls, floors, counters, tables and other surfaces are cleaned and sanitized frequently, and that employee areas are cleaned daily. Lessee shall keep the Leased Premises free of hazardous conditions, shall keep public areas around the Leased Premises free of hazardous conditions originating from Lessee's operations, and shall notify the City promptly of other hazardous

conditions in the public areas outside the Leased Premises. Lessee shall monitor areas within and contiguous to the Premises to ensure that they are kept clean and orderly, and that trash is not allowed to accumulate. Lessee shall ensure that all its employees conform to the employee standards set forth above and to personal hygiene and health requirements established by Lessee's policies and by federal, state, or local laws, rules, regulations and/or ordinances.

B. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of Lessee's operations and shall provide for its timely removal to the central collection point designated by the City. Lessee shall take appropriate action to exterminate and prevent the presence of rodents and other vermin. Lessee shall keep all garbage in durable, fly- and rodent-proof, fireproof containers that are easily cleaned. The containers shall have tight-fitting lids, doors, or covers, and shall be kept covered when material is not being deposited in them. Lessee shall clean the containers as necessary to prevent odors. Lessee shall not allow boxes, cartons, barrels, or other similar items to remain within the view of the public.

C. In transporting merchandise, products, trash and refuse associated with operating the concession to and from the Premises, where not otherwise restricted or prohibited by this Lease, Lessee shall use only carts, vehicles, or conveyances that are clean, sealed and leak proof and that are equipped with wheels suitable for operating on carpets or other flooring without damage thereto and which shall be approved by the City.

D. Lessee shall take all reasonable measures to reduce the amount of waste it generates by requiring suppliers to remove nonessential overwraps, containers, and other packaging, and to use recyclable materials for essential packaging.

5.6 Deliveries.

A. Hours. All deliveries shall be scheduled during non-peak aircraft arrival and departure times. The City may issue schedules of acceptable delivery times, which, upon reasonable notice to Lessee, the City may adjust from time to time, and from which Lessee shall not deviate without the City's prior consent.

B. Zones. The City may establish authorized vendor delivery zones which may, upon reasonable notice to Lessee, be changed from time to time because of City construction or operational requirements. Use of any such delivery zones by Lessee or Lessee's suppliers shall be limited to 30 minutes at any one time; deliveries that will take longer than 30 minutes must be approved by the City. All vehicles using the delivery zones must be prominently marked on both sides with the company name or logo.

C. Transportation. Lessee shall ensure that inventory, merchandise, supplies, trash, refuse, and recyclable materials being transported within the Terminal are handled with care in a manner that ensures that items do not spill or leak. Inventory, merchandise, and supplies transported from the nonsecure side of the Terminal to the secured side of the Terminal may be required to pass through x-ray inspection units. In transporting inventory, merchandise, supplies, trash, refuse, and recyclable materials associated with Lessee's operations within the Terminal,

Lessee shall use only those delivery and receiving routes established by the City and shall use appropriate carts, vehicles, or other conveyances. If delivery and receiving routes are carpeted, delivery carts must be equipped with wheels suitable for operating on carpets without causing damage to them.

ARTICLE VI **CONSTRUCTION AND ALTERATIONS**

6.1 Written Request Required. Lessee shall make no improvements or alterations to the Leased Premises unless a written request has been made by Lessee and such request has been approved, in writing, by City.

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

- (i) Lessee shall apply for, obtain and comply with all required permits and licenses necessary and comply with law as well as any restrictions or conditions imposed by City with respect to such improvements;
- (ii) Prior to any construction within the Leased Premises, all contractors and subcontractors to perform work must be approved by City; and
- (iii) 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.

6.3 Costs. 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.

6.4 Signs. Lessee acknowledges the City's desire to maintain a high level of aesthetic quality in all facilities throughout the Airport. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior approval of the City, which shall not be unreasonably withheld. 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.

6.5 No Liens. Lessee shall not allow any liens to attach to the Leased Premises or Lessee's leasehold interest therein without prior written approval of the City. Prior to the commencement of any addition, alteration, improvement, or nonemergency repair, Lessee or its contractor shall furnish the City, without expense to the City, a surety bond issued by a surety company licensed to transact business in the State of Louisiana and satisfactory to and approved by the City, with Lessee's contractor or Lessee as principal, in a sum not less than one hundred percent (100%) of the estimated or actual, as the case may be, total cost of the contract or contracts for the addition or non-emergency repair of the Leased Premises or any part thereof. The bond shall guarantee prompt payment to all persons supplying labor, materials, provision, supplies and equipment used directly or indirectly by the contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in the construction contract and shall provide for the full performance of the work contracted for by Lessee, and shall protect the City from any liability, losses or damages arising therefrom. Upon completion of construction, Lessee shall obtain lien waivers from all contractors and subcontractors providing labor or materials to the construction project.

6.6 Personal Property. Any personal property of Lessee or of others placed in the Leased Premises shall be at the sole risk of Lessee or the owners thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from City for such damage, destruction or loss. Subject to the provisions of Section 2.2(C), 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.

6.7 Certification of Completion. When any construction or alteration provided has been completed, Lessee shall certify to City that such construction has been completed in accordance with the approved plans and specifications and in compliance with all laws and other governmental rules, regulations and orders.

6.8 City Improvements to Airport. Lessee agrees and acknowledges that, from time to time, the City may undertake improvements to the Airport. The City will attempt to make those improvements in a manner that does not unreasonably interfere with Lessee's operations. Lessee expressly waives any and all claims for damages of any kind, including but not limited to loss of profits as a result of the interruption of Lessee's business, that may arise as a result of such improvements undertaken by the City; provided, however, in the event of damage to trade fixtures or other personal property of Lessee as a result of the negligence or willful acts or omissions of the City, its employees, agents, or contractors, such waiver shall not be applicable with respect to such personal property.

ARTICLE VII

MAINTENANCE AND REPAIR

7.1 Maintenance.

A. Except for such maintenance of the Leased Premises as is to be provided by the City under the express terms of this Agreement, Lessee shall be obligated, without cost to the City, to maintain the Leased Premises and every part thereof, including personal and trade fixtures, in good appearance and repair, and in a safe as-new condition. Lessee shall maintain, repair, replace, paint, or otherwise finish all leasehold improvements on the Leased Premises (including, without limitation thereto, walls, partitions, floors, ceilings, windows, doors, glass and all furnishings, fixtures, and equipment therein, whether installed by Lessee or by the City). All of the maintenance, repairs, finishing and replacements shall be of quality at least equal to the original in materials and workmanship. All work, including finishing colors, shall be subject to the prior written approval of the Airport Concessions Department.

B. Lessee shall at all times and at its sole expense keep the Leased Premises and all improvements on the Leased Premises, including furnishings, fixtures, and equipment, whether installed by Lessee or by the City, in a safe, neat, clean and orderly condition and appearance. Without limiting the generality of the foregoing, Lessee shall, at its sole cost and expense, be responsible for performing the following:

- (i) Janitorial services, providing janitorial supplies, window washing, and trash removal;
- (ii) Supply and replacement of light bulbs in the Leased Premises;
- (iii) Cleaning of stoppages in sinks, plumbing fixtures, and drain lines;
- (iv) Cleaning and maintaining grease traps;
- (v) Cleaning and replacement of filters in exhaust hoods;
- (vi) Cleaning and maintaining the fire suppression system and related components required over the cooking appliances, including required periodic inspections;
- (vii) Regularly scheduled maintenance of Airport-owned equipment and fixtures within the Leased Premises;
- (viii) Providing and maintaining hand fire extinguishers in accordance with applicable safety codes;
- (ix) Supplying, stocking, servicing, and maintaining Lessee-owned, -leased, or -operated vending machines and mobile food or beverage vending carts;
- (x) Cleaning floors and floor coverings in and around the Leased Premises; and

(xi) Maintaining electrical loads within the designated capacity of the Leased Premises' electrical system.

C. Upon termination of this Agreement, Lessee shall deliver the Premises, and all improvements thereon, including all furnishings, fixtures and equipment, to the City in the same condition and repair as the same existed on the Commencement Date, reasonable wear and tear alone excepted. The City shall be the sole judge of the quality of maintenance.

7.2 Failure to Maintain.

A. If the City determines that Lessee is not in compliance with its maintenance obligations, the City shall notify Lessee in writing. Lessee shall be required to commence such maintenance within five (5) days of after receipt of such written notice and diligently prosecute the maintenance to completion.

B. If the maintenance required to be performed as provided in the City's notice to Lessee is not commenced by Lessee within five (5) days after receipt of such written notice, or is thereafter not diligently prosecuted to completion, the City or its agents shall have the right to enter upon the Leased Premises and perform the subject maintenance or repairs.

C. If the City is required to conduct any maintenance, such work shall be paid for by Lessee within ten (10) days following demand by the City for said payment at the City's standard rates plus the City's overhead, or, if the work is performed by the City's contractor, the City's actual cost including but not limited to reasonable City administrative costs.

7.3 Hazard, Potential Hazard, Nuisance, or Annoyance. Any nuisance, annoyance, hazardous or potentially hazardous condition on or emanating from the Leased Premises shall be corrected immediately upon Lessee's actual knowledge of the condition, nuisance, or annoyance or upon receipt of oral or written notice from the City, which ever shall first occur. If, in the City's sole discretion, a hazard or potentially hazardous condition presents an unreasonable and imminent risk of bodily injury, the City may require Lessee to close its concession and bar the public from the Leased Premises until the hazard or potentially hazardous condition has been abated. Nothing in this Section shall be deemed to preclude the City from pursuing any available remedy for breach of this Agreement. Lessee's failure to promptly correct a nuisance, annoyance, or hazardous or potentially hazardous condition under this Section shall be a material breach of this Agreement.

7.4 City's Repair Obligations.

A. The City shall keep the structural components of the Leased Premises (including the walls and roof), the mechanical systems serving the Leased Premises (*i.e.*, HVAC, plumbing, electrical and natural gas systems), and the City-owned equipment and fixtures in good repair, subject to Lessee's maintenance obligations set forth above. The City shall not be required to make any repairs to the Leased Premises, mechanical systems or City-owned equipment or fixtures or any other elements of the Leased Premises unless and until Lessee has notified the City in writing of the need for such repairs. The City shall have a reasonable period of time

following receipt of such notice to commence and complete said repairs. Notwithstanding the foregoing, Lessee shall repair all damage to the Leased Premises and all improvements on the Leased Premises, including furnishings, fixtures, and equipment, caused by the negligence or willful acts or omissions of Lessee, its employees, agents, servants, or licensees. All repairs to the Leased Premises done by or on behalf of Lessee shall be of first-class quality in both materials and workmanship, shall be equal to or better than the original in materials and workmanship, and, except in emergencies requiring immediate response, must have the prior written approval of the City. All repairs shall conform to the applicable rules and regulations and building codes prescribed from time to time by federal, state, or local authority having jurisdiction over the Leased Premises. The City shall be the sole judge of the quality of the repairs. Lessee expressly waives any and all claims for damages of any kind, including but not limited to loss of profits as a result of the interruption of Lessee's business, resulting from the need for repairs to the Premises, the mechanical systems or City-owned equipment or fixtures, whether such repairs are undertaken by the City or Lessee.

B. Lessee shall repaint or refinish, at its sole cost and expense, high traffic areas of the Premises subject to greater-than-normal wear on a schedule to be specified by Lessee, or as may be directed by the City if Lessee fails to specify a reasonable schedule. Lessee shall repair or replace Lessee's trade fixtures and equipment that become worn, chipped, dented, or gouged. All repainting and refinishing shall have the prior written approval of the City.

7.5 Inspection of Leased Premises and Right to Enter.

A. The City shall have the right to enter the Leased Premises at reasonable times during Lessee's regular business hours to inspect the Leased Premises and to determine whether Lessee has complied with and is complying with the terms and conditions of this Agreement.

B. The City shall have the right to enter the Premises to cure any material breach that remains uncured by Lessee after reasonable notice and opportunity to cure.

C. The City shall have the right to enter the Premises at any time to respond to any emergency.

D. Nothing in this Section shall be construed to be a limitation or restriction on the exercise of the City's police power.

7.6 Damage or Destruction

A. If all or a portion of the Leased Premises are partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenable, the same will be repaired with due diligence by the City at its own cost and expense subject to the limitations set forth herein, provided, however, that if the damage is caused by the negligent act or omission of Lessee, its sublessees, agents, or employees, Lessee shall be responsible for immediately reimbursing the City for all costs and expenses incurred in the repair.

B. If such damages shall be so extensive as to render all or a portion of the Leased Premises untenable, but capable of being repaired in thirty (30) days, the Leased Premises shall be repaired with due diligence by the City at its own cost and expense, subject to the limitations as set forth herein, and rentals and fees payable hereunder shall be reasonably abated in whole or in part depending on the amount and nature of the Leased Premises rendered untenable, from the time of the damage until the time the affected Leased Premises are fully restored and certified by the City as ready for occupancy; provided, however, that if the damage is caused by the negligent act or omission of Lessee, its, agents, or employees, the rentals and fees will not abate and Lessee shall be responsible for reimbursing the Board for all costs and expenses incurred in the repair and within thirty (30) days following completion.

C. In the event that all or a portion of the Leased Premises are completely destroyed by fire, explosion, the elements, public enemy or other casualty or so damaged that they are untenable and cannot be replaced for more than thirty (30) days, the City shall be under no obligation to repair, replace and reconstruct the affected Leased Premises, and the City may terminate this Agreement as to the affected Leased Premises. If terminated, or during any period of non-tenability, rentals and fees payable hereunder shall abate as to the part of the Leased Premises thus destroyed as of the time of the damage or destruction. If within twelve (12) months after the time of the damage or destruction the Leased Premises shall not have been repaired or reconstructed, subject to extension due to delays except force majeure events, Lessee may cancel this Agreement as regards the affected Leased Premises by giving written notice of cancellation to the City within ten (10) days after the expiration of such 12-month period, time being of the essence with respect to the giving of such notice. Notwithstanding the foregoing, if all or a portion of the Leased Premises are completely destroyed as a result of the negligent act or omission of Lessee, rentals and fees shall not abate and the City may, in its discretion, require Lessee to repair and reconstruct the affected Leased Premises within twelve (12) months of the destruction and pay the costs therefor; or the City may repair and reconstruct the affected Leased Premises within twelve (12) months of the destruction and Lessee shall be responsible for immediately reimbursing the City for all costs and expenses incurred in the repair.

D. It is understood that, in the application of the foregoing subsections, the City's obligations shall be limited to repair or reconstruction of the affected Leased Premises, where applicable, to the same extent and of equal quality as existed at the date immediately preceding the commencement of this Agreement. Replacement and redecoration of improvements constructed and/or installed by Lessee and replacement of Lessee's furniture, fixtures, equipment, and supplies shall be the responsibility, and at the sole cost of, Lessee and any such replacement, redecoration and refurbishing or re-equipping shall be of equivalent quality to that originally installed hereunder.

7.7 Actual Repair Required. Should additions or other improvements constructed and/or installed by Lessee be destroyed or damaged, they shall in all instances be repaired or replaced by Lessee whether or not the damage or destruction is covered by insurance, provided that this Agreement has not been canceled in accordance with the terms hereof. If, after restoration by the City in accordance with this Article, Lessee fails to repair or replace the damaged additions or other improvements subject to a schedule approved by the City, and provided that this Agreement has not been canceled, the City may make the repairs or

replacements and shall thereafter be entitled to reimbursement from any insurance proceeds covering the loss. If the insurance proceeds are insufficient to cover the cost and expense of the repair or replacement, Lessee shall pay the Board the difference.

ARTICLE VIII
OTHER GENERAL AIRPORT PROVISIONS

8.1 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. The City shall have no liability for blackouts, or any other cessation, interruption, or failure of any utility service or any loss or damages resulting from such cessation, interruption or failure.

8.2 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.

8.3 Parking. The City shall designate an area or areas at the Airport as common parking facilities for personnel or contractors employed at or near the Terminal. Lessee's employees shall be entitled to the use of such parking facilities, on a space-available basis, in common with the other tenants, concessionaires and users of the Airport entitled to the joint use thereof. The City reserves the right to adopt and enforce additional rules and regulations relating to the use of employee parking facilities at the Airport.

8.4 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 employees, agents, and 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 employees, agents, or 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, Lessee shall reimburse the City for the full amount of any penalty paid by the City.

8.5 Avigation. There is hereby reserved to the City, 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 premises herein. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

8.6 Rules and Regulations. The City reserves the right to adopt and enforce reasonable rules and regulations with respect to use of the Airport, the Terminal, and related facilities, which Lessee agrees to observe and obey. Such rules and regulations may be amended from time to time by the City. Those rules and regulations include, but are not limited to, any "Lessee Rules and Regulations" that may be promulgated from time to time.

ARTICLE IX INDEMNITY AND INSURANCE

9.1 Indemnification.

A. Lessee shall defend, indemnify, and hold harmless the City, its elected officials, employees, officers, agents, insurers, and assigns ("City Indemnitees"), to the fullest extent allowed by 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 to the 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.

9.2 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

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

H. 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.

I. 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.

J. Lessee waives any claim or right of recovery arising during the Term of this Agreement which the Lessee may have against the City for any loss or damage, including loss of or damage to Lessee's property located on the Premises, caused by fire, explosion, or any other risk covered by the City's fire and extended coverage property insurance. Lessee shall provide the City with a release of subrogation rights from any insurance carrier with which Lessee carries fire, explosion, or other risk coverage on its property located at the Premises.

ARTICLE X **ENVIRONMENTAL**

10.1 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:

- (i) Lessee will 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.
- (ii) 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.
- (iii) 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.
- (iv) Lessee has been fully and properly trained in the handling and storage of all hazardous materials and other pollutants and contaminants regularly used by Lessee on the Leased Premises; and such training complies with any and all applicable laws.
- (v) 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 Lessee's operations at the Airport and that all such hazardous materials will be stored, used and disposed of in accordance with Applicable Law.
- (vi) Lessee shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications required under any environmental law.

(vii) Lessee agrees to cooperate with any investigation, audit or inquiry by City or any governmental authority regarding possible violation of any environmental law.

10.2 Generator of Hazardous Waste. If Lessee is deemed to be a generator of hazardous waste, as defined by applicable law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all environmental laws 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.

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

10.4 Notification and Copies. Notification of all activities relating to hazardous materials by Lessee shall be provided on a timely basis to City or such other agencies as required by applicable law. Lessee 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.

10.5 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.

10.6 Costs and Fines. Lessee shall be liable for the cost of any fines, penalties or any remedial measures, abatement or cleanup resulting from Lessee's breach of this provision. This provision shall survive the termination of this Agreement.

10.7 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 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 this Article; (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 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 Commencement Date), except to the extent materially exacerbated by the Lessee 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 all 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 shall survive any termination or expiration of this Agreement.

ARTICLE XI
DEFAULT AND REMEDIES

11.1 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, Percentage Rent, or MAG;
- (ii) Lessee violates 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 11.1 notwithstanding, and except for a default for nonpayment of Rent, Percentage Rent, or the MAG, 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.

11.2 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.

11.3 Remedies for Failure to Pay Rent. If any Rent, including Percentage Rent or the MAG, required by this Agreement shall not be paid when due, City shall have the option to:

- (i) 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.
- (ii) 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.
- (iii) In either event, City shall also recover all expenses incurred by reason of breach, including reasonable attorney's fees.

11.4 Remedies for Breach of Agreement. Subject to the notice requirements and opportunity to cure provided for in this Agreement, 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.

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

ARTICLE XII **ASSIGNMENT AND SUBLEASING**

12.1 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.

12.2 Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises 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.

12.3 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.

12.4 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 XIII **EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES**

13.1 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.

13.2 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.

13.3 Untenantable Conditions. In case the Leased Premises is completely destroyed by fire or other casualty or so damaged that it will remain untenable for more than ninety (90) days, or in case it does so remain untenable for more than ninety (90) days, at the option of Lessee either (i) the Lessee shall repair or reconstruct the Facility with due diligence at its own cost and expense, and the Rents payable hereunder with respect to the Leased Premises shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the Leased Premises shall be repaired so as to be usable by Lessee for its permitted purposes; or (ii) within sixty (60) days after the time of such damage or destruction and before the said Leased Premises are restored, Lessee shall give the City notice of its intention to cancel this Lease, in which case this Lease shall forthwith cease and determine, and

Lessee shall pay over to the City all proceeds of property damage insurance relating to the damaged Leased Premises. If the Leased Premises occupied or used by Lessee hereunder, or any portion thereof, are damaged or destroyed and thereby rendered untenantable 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 untenantable portion during such time as it remains untenantable. Provided, that there shall be no abatement or reduction of Rent where the untenantable 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 XIV
MISCELLANEOUS PROVISIONS

14.1 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.

14.2 Representations. City and Lessee represent and warrant that each 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 the Lessee and City.

14.3 Addresses. Unless otherwise provided for herein, all notices given under this Agreement to City or Lessor shall be paid and given at the address for notices listed below, or such other place as City or Lessor shall specify in writing.

To City:

Airport Director
Monroe Regional Airport
5200 Operations Road
Monroe, LA 71201

and

Legal Department
Attn: City Attorney
P. O. Box 123
Monroe, LA 71201

To Lessee:

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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.

14.11 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.

14.12 Interpretation. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

A. 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."

B. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. 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.

D. 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.

14.13 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.

14.14 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.

14.15 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.

14.16 Applicable Laws. This Lease is subject to all laws, statutes, ordinances, rules, and regulations lawfully issued or promulgated by any governmental authority governing or otherwise applicable to the City, as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof.

14.17 Waiver of Claims. Lessee hereby expressly waives any claim against the City, its officers, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part of this Agreement, or by any judgment or award in any suit or proceeding declaring this Agreement null, void, or voidable, or delaying this Agreement or any part of it from being carried out.

14.18 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.

14.19 Savings Clause. Should the Federal Aviation Administration (FAA), or its successors, determine that any term or provision of this Agreement results in, or could result in, a violation by the City of its obligations as an airport sponsor under grant assurances contained or incorporated in any grant agreement, existing or future, to which the City is, or may become, a party (Sponsor's Assurances), Lessee and the City unconditionally agree to modify, amend, or, if necessary, terminate this Agreement to remedy any such violation, or potential violation, and bring this Agreement into strict compliance with the City's obligations contained in any grant agreement to which the City is, or may become, a party.

14.20 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.

14.21 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.

14.22 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.

14.23 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.

14.24 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.

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

14.26 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.

14.27 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.

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 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:

1. 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);
2. 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);
3. 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);
4. 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);
5. 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;
6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
7. 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);
8. 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);
9. 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;
10. 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);
11. 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;

12. 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

13. 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.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

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

CITY:

OAKWELLS COMMUTER RAIL, LLC:

BY: _____
Stacey Rowell,
Director of Administration

BY: _____
Printed Name: _____
Title: _____

Witness

Witness

Witness

Witness

**EXHIBIT A
LEASED PREMISES**

A certain designated area in Terminal Building "A" (Pre-Security), including a restaurant, bar, lounge, office, and gift shop which is more fully depicted in Exhibit A1; and

A certain designated area in Terminal Building "B" (Post-Security) for the purpose of establishing a concession area, which shall be more fully depicted in Exhibit A1.

Together, these premises and facilities shall constitute the "Leased Premises."

Exhibit A1

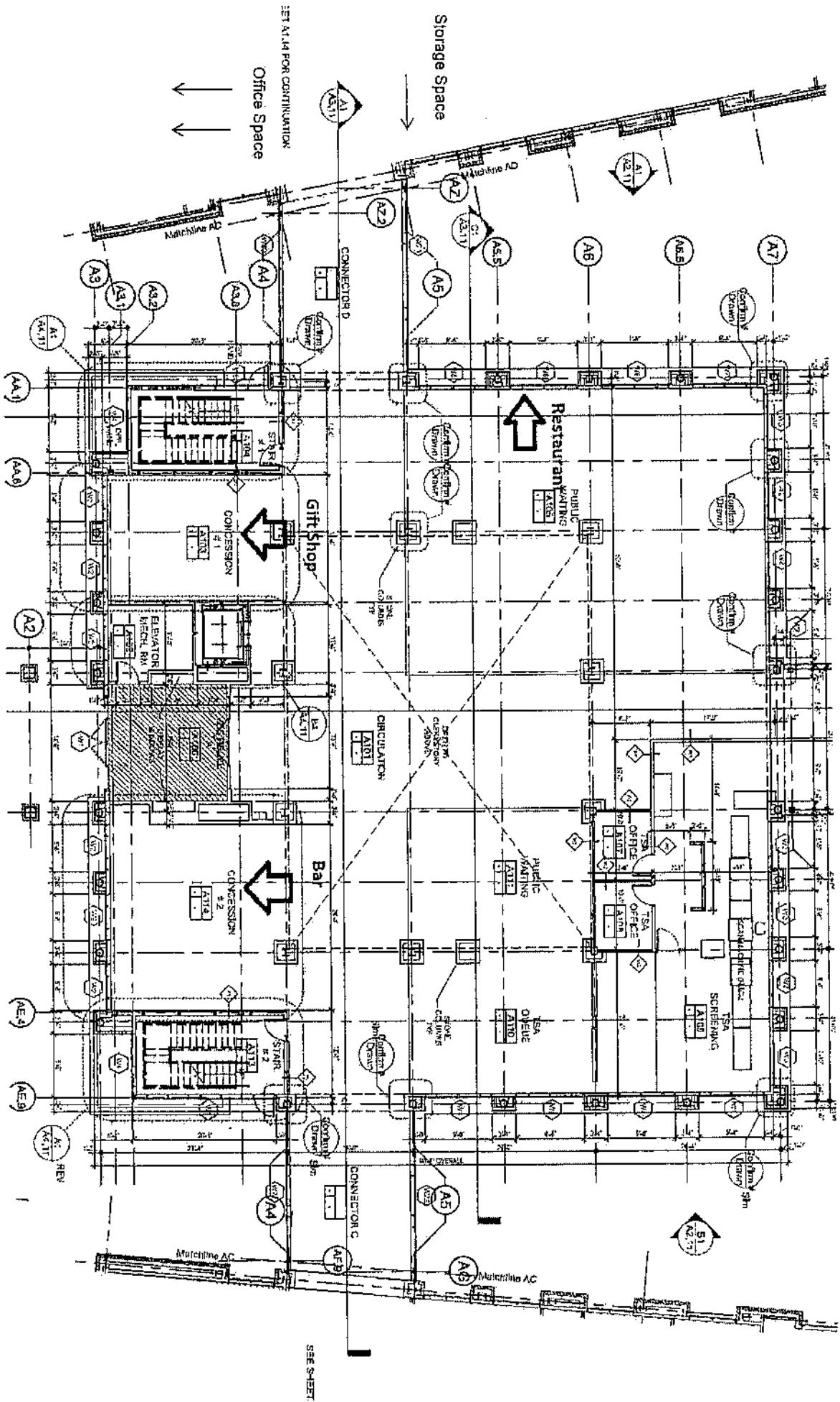
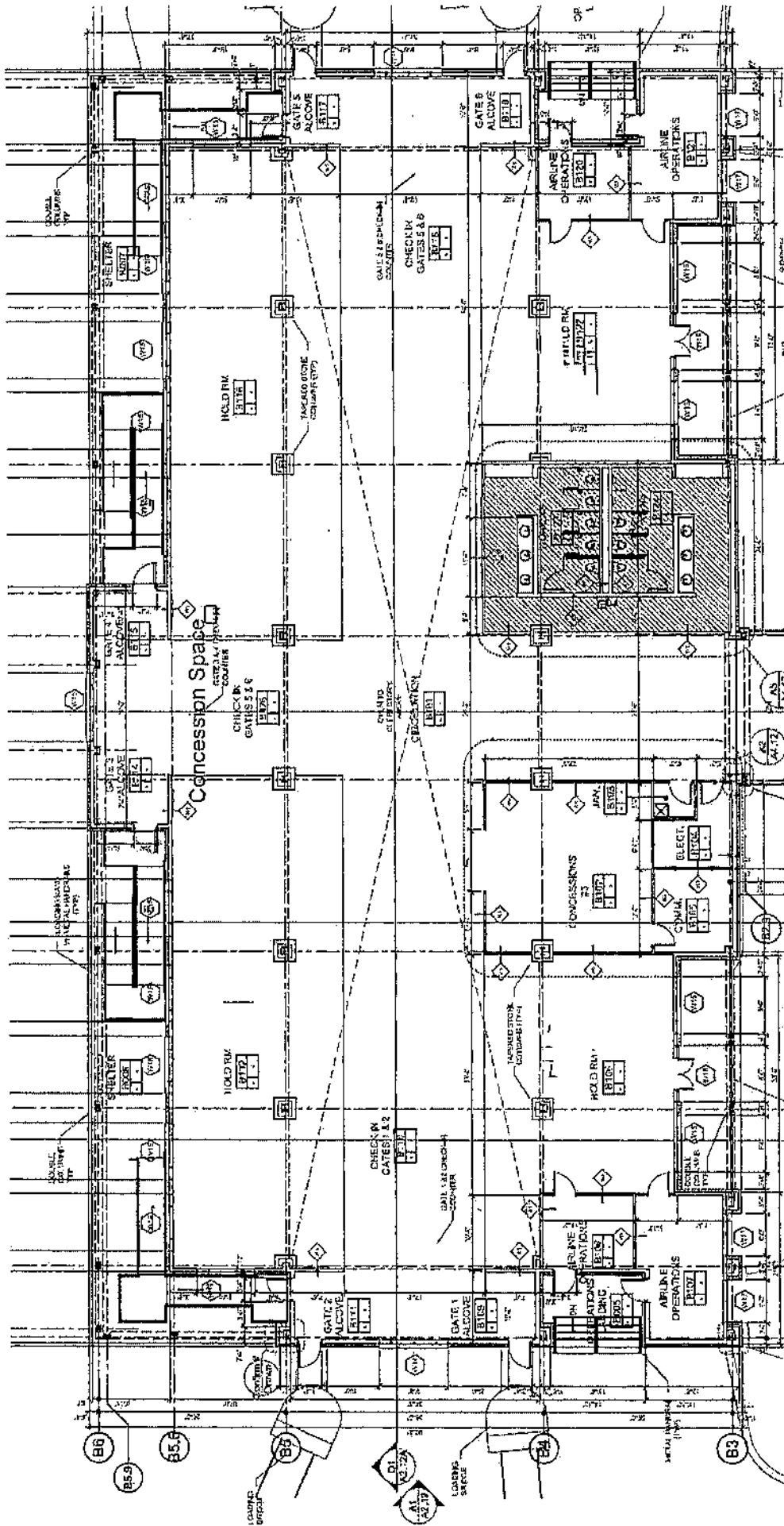


Exhibit A1



**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 Leased Premises(s) and contents, 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 Leased Premise(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:

\$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,

OR

\$2,000,000 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
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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.