

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – AUGUST 22, 2023, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

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 AUGUST 8, 2023:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 3805 Harvester Drive (D3) (Owners – Brown & Sons Realty, Kimberly Deloris Gray, Dorothy Gray Staten)
2. 3000 Georgia Street (D4) (Owners – Toney Gibson and Joseph Ross)
3. 412 North 23rd Street (D2) (Owners – Bessie T Brownfield Est c/o David Brownfield)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

- (a) Adopt a Resolution accepting the bid of the Womack & Sons Construction Group, LLC, in the amount of \$2,186,050.00 for the Louisiana Purchase Exhibit Phase 1 – The Swamp Project, and further authorizing an authorized city representative, to enter into and execute a contract for said work.
- (b) Consider request from the Monroe Purchasing Division for City Council approval that all bids received on July 17, 2023, be rejected for the Monroe Regional Airport Taxiway D Construction – Phase 1 for exceeding the project funds.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

- (a) Adopt a Resolution granting an exception to the Open Container Ordinance to the Twin City Art Foundation for a Public Reception: (Exhibition Reception of Work by Christiane Drieling) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.

- (b) Adopt a Resolution granting an exception to the Open Container Ordinance to the Chennault Golf Course for a Golf Tournament Scholarship Fundraiser (Mayor's Cup) pursuant to Monroe City Code Sec. 12-231 D (Open Container Ordinance), and further providing with respect thereto.
- (c) Adopt a Resolution granting an exception to the Open Container Ordinance to the Northeast Louisiana Children's Coalition for a Fundraiser (Harvest Under the Stars) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

- (a) Adopt a Resolution accepting and approving the Systems Survey and Compliance Questionnaire for the City of Monroe for the fiscal year ending April 30, 2023.
- (b) Consider an Application by Ryan Watts dba Beef and Barrel, 1030 North 6th St., Monroe LA 71201 for a New 2023 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:

- (a) Consider request from Cloud Busters Vape LLC/Joey Mafnahi for a Major Conditional Use Permit authorizing the use of this location (2404 Old Sterlington Road) to have off-premises alcohol beverage sales in the B-3 (General Business/Commercial District). The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial District). Major Conditional Uses are those uses that require another level of approval; therefore, this request comes before the City Council for their approval in addition to that of the Planning Commission.

4. Legal Department:

Public Comment:

- (a) Adopt a Resolution stating the City of Monroe's endorsement of Copech Properties LLC and their Project #20161643-RTA to continue their participation in the benefits of the Louisiana Restoration Tax Abatement Program.

5. Mayor's Office:

Public Comment:
None.

6. Department of Public Works:

Public Comment:

- (a) Adopt a Resolution authorizing an Equipment Lease Agreement with RDK Assets, Inc. for garbage removal equipment for the Public Works Department 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 a designated city representative to execute Change Order No. One (1) for Saul Adler Recreation Center Parking Lot Improvements Project between the City of Monroe and Benchmark Construction Group of Louisiana, LLC to increase the contract time by 15 calendar days and further providing with respect thereto.
- (b) Adopt a Resolution authorizing a designated city representative to execute Change Order No. Two (2) for the Water Treatment Plant Improvements High Service Control Vault Repairs Center between the City of Monroe and Dixie Overland Construction, LLC to decrease the contract price by \$25,000.00 and increase the contract time by 37 calendar days and further providing with respect thereto.
- (c) Adopt a Resolution authorizing a designated city representative to execute Change Order No. (d) Ten (10) for the Water Treatment Plant Renovation and Expansion Project between the City of Monroe and Max Foote Construction Company, LLC for an increase in the contract amount by \$571,619.74 and further providing with respect thereto.
- (d) Adopt a Resolution authorizing the City of Monroe to provide matching funds in the amount of \$637,500.00 for US Highway 165 South; US Highway 165 Business Route Connector Phase 1, Planning and Construction Project and further providing with respect thereto.
- (e) Adopt a Resolution authorizing the City of Monroe to provide matching funds in the amount of \$1,260,000.00 for Booker T. Washington Stormwater System Evaluation and Upgrades, Planning and Construction Project and further providing with respect thereto.
- (f) Adopt a Resolution authorizing the City of Monroe to provide matching funds in the amount of \$1,250,000.00 for I-20 South Frontage Road Drainage Improvements, Planning, Design, Rights-of-Ways, Utilities and Construction Project and further providing with respect thereto.
- (g) Adopt a Resolution authorizing the assignment of and authorizing a designated city representative to execute Amendment No. One (1) to the contract for engineering and related services between the City of Monroe and Volkert, Inc. related to the West Parkway Storm Drain Project and further providing with respect thereto.
- (h) Consider request from the Monroe Engineering Department for authorization for an authorized City representative to advertise for bids for the Forsythe Tennis Improvements Project. The engineer's estimate is \$5,657,396.00. The DBE goal is _____% and the source of funds are the Capital Infrastructure, CVB Funds, and _____.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

- (a) Introduce an Ordinance extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto – Applicant - Oaks Church/Steve Hall (P&Z)
- (b) Introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant - Oaks Church/Steve Hall (P&Z)

- (c) Introduce an Ordinance approving a proposed administrative reorganization and amending the City of Monroe Charter to provide for the reorganization of the Engineering and Planning and Urban Development Departments and further providing with respect thereto. (Council)
- (d) Introduce an Ordinance amending and adjusting the City of Monroe Operating Budget for the fiscal year 2023-2024. (Admin.)
- (e) Introduce an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana and providing further with respect thereto – Applicant – City of Monroe/Transit (P&Z)

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

Open Public Hearing/Public Comment/Close Hearing:

- (a) Finally adopt an Ordinance amending Ordinance Nos. 12,103 and 12,136 to correct the annexed boundaries of Love’s Travel Stop, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto. (PUD/P&Z)

Open Public Hearing/Public Comment/Close Hearing:

- (b) Finally adopt an Ordinance authorizing an Equipment Lease Agreement with Wells Fargo Financial Leasing, Inc. for mowing equipment for Chennault Golf Course and further providing with respect thereto. (Comm. Affairs.)

Open Public Hearing/Public Comment/Close Hearing:

- (c) Finally adopt an Ordinance authorizing a designated city representative to execute a lease between the City of Monroe and Selman Hangar, L.L.C. and further providing with respect thereto. (Legal)

Open Public Hearing/Public Comment/Close Hearing:

- (d) Finally adopt an Ordinance declaring certain immovable property located on S. 14th St. and Orange St., Monroe, La, as no longer being needed for public use, and authorizing the same to be sold to Piney Grove Baptist Church pursuant to Louisiana Revised Statute 33:4712, and further providing with respect thereto. (Legal)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
August 8, 2023
6:00 p.m.

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

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

There was absent: None.

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

The Invocation was led by Rev. Dr. Alvin Sharp, Senior Pastor at Zion Traveler Baptist Church.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:
Mr. Harvey had no announcements.

Ms. Woods thanked Pastor Sharp for coming to the City Council meeting and for his inspirational prayer. She thanked everyone for coming out to the meeting and those watching via social media. She gave accolades to Mr. James DieTiege, Solid Waste Superintendent, and she stated she received a call from one of her constituents today but before she could intercept, it was taken care of. On another note, she noted the Innovative Readiness Training (IRT) medical services at the Civic Center are absolutely free and the program will run through August 12th from 8am until 4pm on Monday through Friday and 8am until 11am on Saturday. She further noted you do not need an ID or any money for these services. She said they have wellness, vision, mental health, and dental. She said if you need any of these services please go out to the Civic Center. She stated the Council learned about a grant for houses with blue tarps this past week at the Louisiana Municipal Association (LMA). She said if your home has blue tarp, and you need assistance they are giving up to \$15,000 and she thinks it's through the Louisiana Housing Corporation. She noted the property has to be the homeowner property where they live and not a rental property.

Mr. Marshall said good evening to everyone, and he said the Council learned a lot at LMA this past week. He said Mr. Joshua G. Hollins, Executive Director for Louisiana Housing Corporation, is doing a great job trying to provide service to those in need as it relates to housing. He said the grant expanded across the state with several millions of dollars they are trying to get rid of before it expires. He said the Council encourages everyone to apply for those grants because you don't know if you will get it or not. He said they have a weatherization program if you're in need of just lowering your energy costs. He said they are also piloting a section eight program that uses vouchers to cover mortgages, but affordable housing is their platform. He noted to apply for these programs go to www.lhc.la.gov and there are programs available through the City of Monroe as well.

Mrs. Dawson said good evening to everyone, and she asked everyone to pray for the children going back to school next week. She said a lot of our children get in trouble, some don't want to learn, and some do want to learn. She asked for prayers to cover all of the children from all hurt, harm, and danger. She stated there are a lot of back to school drives going on right now. She thanked everyone for the back to school drives and providing for our children because some children aren't as fortunate to have parents that are able to buy their supplies.

Mayor Friday Ellis reiterated about the back the school drive and he thanked everyone for raising funds and for the community supplying families in need. He stated the City had an opportunity to give the State of Local Government Luncheon to talk about the collaboration work between all sectors of government and how we all govern regionally. He further stated it is really refreshing to hear all of the work that's being done throughout Ouachita Parish and within the City of Monroe. On another note, he called Mr. DJ Fortenberry, Community Relations Liaison, to the podium and he introduced Major Stone the Wellness Mission Commander for the IRT at the Monroe Civic Center and he said the feedback they received from the community has been positive. He said the professionalism, the care, and how quickly they received their services is above and beyond.

Major Bradley Stone, Air Force, said the IRT program has been around since the mid 90's and it is a training platform for reserve guard and active duty to be able to practice clinical and readiness skills required to deploy. He said the City of Monroe put in an application about 2 years ago in partnership with the Delta Regional Authority. He said the Office of the Secretary of Defense collects all the applications to review them to find out where there is a need. He noted they offer no cost medical care services to the community, and they don't ask for any ID, no residency requirements, no income limitations, and no insurance information. He further noted the IRT program offers dental services, but they don't do cleanings. He said they have ophthalmologist on site to do eye exams and eyeglasses. He said the program has doctors and nurses that do wellness exams and write prescriptions. He said the program has a behavioral health team that provides counseling and self-care classes. He stated there are about 150 medical professionals here to help until August 12th. He further stated they have seen over 550 patients and have done over 1500 different procedures, and he said the cost value based on current procedural terminology (CPT) codes for billing is about \$400,000 worth of care saved to the community.

Mayor Ellis reiterated the level of care and professionalism received from the medical professionals and he thanked them for what they have done. He said he really appreciates the staff and what they are doing for the region. He said he appreciates all the hard work Mr. Fortenberry and the staff from West Monroe, LA put in to help bring the IRT program to the community.

Mayor Stone said the City of Monroe is a great community and everyone is welcoming.

Mayor said he is glad Major Stone experienced what we all know and love about our people. The Mayor had further comments and he asked Mr. Morgan McCallister to come to the podium to give the Council an update on the Storm Drainage project.

Mr. Morgan McCallister, City Engineer, addressed a couple concerns related to some recent Facebook post in regard to the Storm Drainage Project. He said there was a picture circulating of one of the Atakapa employees leaning against the work truck on his phone. He noted the employees utilize their phones for their work. He said the post involved the equipment that Atakapa is using and there was an assumption that the equipment is identical to the equipment City of Monroe owns. He said the \$500,000 van that Atakapa uses for CCTVing the City of Monroe doesn't own and it's not something the City wants to own because of maintenance and operation associated with the equipment. He said that piece of equipment is operated by a crew and one of those individuals is certified and licensed with the National Association of Sewage Service Company and Pipeline Assessment Certification Program. He said the individuals operating that equipment are DBE related from Allworld Project Management out of Memphis, TN. He stated they are a well-qualified black owned engineering firm in Memphis, TN that is meeting the City's DBE goal which is 14% for the first year and 11% for the following 5 years. On another note, he gave a PowerPoint presentation to show an update on the Storm Drainage Cleaning and CCTVing Project. He stated this is a City wide efforted to clean every catch basin and pipe within the city limits of Monroe. He said they started with City Hall, and they have identified hot spots for the City of Monroe. He noted over 6,200 LF of pipe have been cleaned in various sizes, 78 catch basin cleaned and inspected, and 18 cubic yards of debris removed. He further noted more pipe than what the City had on file is what they are seeing throughout the City.

Mayor Ellis said the importance of something like this is whenever the City starts generating projects and applications they will have better understanding of how engineering will drive the City's decision on watershed. He said to understand the downflow and how they may impact the neighborhood and other businesses.

Mr. McCallister continued his PowerPoint presentation showing before and after photos of cleaned pipes.

Mayor Ellis thanked Mr. McCallister for all the work he does, and he said he is a true blessing to the City.

Mrs. Ezernack thanked Mr. McCallister for all the work he does as well, and She thanked Major Stone for the work they are doing at the Civic Center for our citizens. She said it is a great project and she hopes everybody that knows about it tonight will spread the word and maybe someone can take advantage of it.

Upon motion of Mr. Marshall, seconded by Mrs. Ezernack the minutes of the Legal and Regular Session of July 25, 2023, were approved. (Mr. Harvey abstained, he was not present at the last meeting.) (Mrs. Dawson abstained, she left council meeting early.) (There were no public comments.)

PROPOSED CONDEMNATIONS:

The following condemnations were considered:

(1) 3509 Jackson Street (D5) (Owners – Margarette Sumlin, Cobey Robison) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was 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. Tommy James, Code Enforcement Officer, stated this is an unsafe dilapidated structure, and it was presented in Environmental Court in April 2023. They are asking that the property be condemned and give the owner 30 days to bring this property into compliance or forward to public works for possible demolition.

Mrs. Dawson motion to condemn the property giving the owner 30 days to remove all obnoxious growth and debris.

(2) 3403 Dick Taylor Street (D4) (Owner – Killkumyae K Galbert) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. Marshall, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner was 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 is an unsafe dilapidated structure, and it was presented in Environmental Court in April 2003. They are asking that the property be condemned and give the owner 30 days to bring this property into compliance or forward to public works for possible demolition.

Mr. Marshall wanted to know if Mr. James had spoken with the property owner earlier.

Mr. James stated he hasn't spoken to anyone about this property.

Mr. Marshall motion to condemn the property giving the owner 30 days to rid the property of all debris and obnoxious growth with further respect thereto.

The following condemnation was removed:

(1) 3802 Pippen Street (D3) (Owners – 1st Lady Properties, LLC, Lois Cooper c/o Frances Harrison) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to remove this item from the agenda. (There were no public comments.)

Ms. Woods wanted to know why this item was being removed from the agenda.

Ms. Ezernack wanted to know if the property owner came into compliance with code.

Mr. James said yes, the property owner is working towards it, and he started painting the property.

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved Resolution No. 8559 granting an exception to the Open Container Ordinance to Angus Chemical Company for the Annual Angus United Way Golf Tournament 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:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8560 Ordering and Calling a Special Election to be held in the City of Monroe, State of Louisiana, to authorize the Renewal, Continuation, Levy and Collection of Special Taxes therein; making application to the Louisiana State Bond Commission and providing for other matters in connection therewith. (There were no public comments.)

Ms. Woods said for the purpose of individuals listening at home; she wanted to let them know why the City is calling a special election, what are the expectations, will the City see an increase or is this just a renewal.

Mr. Wes Shafto, Boles & Shafto, LLC, stated these are 10 year taxes that have been on the books for years authorized by the voters in 2013. He said the purpose of the renewal is because of the State Bond Commission and the Secretary of State guidelines. He further noted it has to be called a continuation because 2020 was a reassessment year and that tax was subject to a fractional readjustment of 0.01. He said the 1.07 was levied from 2020 and there are no increases and what is currently being levied is what will be on the proposition.

(b) Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to Consider an Application by Markus Bosley dba True Releaf Lounge & Patio, 609 N. 4th Street, Monroe LA 71201 for a New 2023 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) (There were no public comments.)

Legal Department:

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8561 stating the City of Monroe's approval of the transfer of Restoration Tax Abatement Contract #20170016-RTA from Monroe Development LLC to Vantage Health Plan, Inc. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8562 stating the City of Monroe's endorsement of Vantage Health Plan, Inc. (formerly Monroe Development LLC) and their project #20170016-rta to continue their participation in the benefits of the Louisiana Restoration Tax Abatement Program. (There were no public comments.)

Department of Public Works:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to Consider request from the Airport Division for approval from the Council for an authorized City representative to advertise for bids for the purchase of an ARFF Truck. The estimated cost of the truck is \$1,000,000.00. The source of funds is FAA Funds. (There were no public comments.)

Department of Community Affairs:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8563 approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Terrebonne Parish Consolidated Government and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Harvey, seconded by Ms. Woods and unanimously approved to Introduce an Ordinance amending Ordinance Nos. 12,103 and 12,136 to correct the annexed boundaries of Love's Travel Stop, providing for the recordation of the entire boundary as amended, establishing the effective date thereof, and providing further with respect thereto. (PUD/P&Z) (There were no public comments.)

(b) Upon motion of Mrs. Dawson, seconded by Ms. Woods and unanimously approved to Introduce an Ordinance authorizing an Equipment Lease Agreement with Wells Fargo Financial Leasing, Inc. for mowing equipment for Chennault Golf Course and further providing with respect thereto. (Comm. Affairs.) (There were no public comments.)

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

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

(a) Upon motion of Mrs. Dawson seconded by Mr. Harvey and unanimously approved Resolution No. 8564 authorizing Friday Ellis to sign and accept the 2023 Justice Assistance Grant (JAG) and further providing with respect thereto. (Police Dept.) (There were no public comments.)

(b) Upon motion of Ms. Woods seconded by Mr. Harvey and unanimously approved to remove item (b) to Finally adopt an Ordinance to amend the Zoning Map for the City of Monroe, Louisiana

and providing further with respect thereto -- Applicant -- City of Monroe/Transit (P&Z) (There were no public comments.)

Mr. Harvey wanted to know why item (b) was being removed from the agenda.

Mrs. Angie Sturdivant, City Attorney, said it was a clerical error and it will need to come back for Introduction.

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

(c) Upon motion of Mr. Marshall seconded by Ms. Woods and unanimously approved an Ordinance No. 12,185 authorizing a designated city representative to execute an Amended and Restated Lease Agreement between the City of Monroe and Ouachita Grand Plaza, Inc. and further providing with respect thereto. (There were no public comments.)

There being no further business to come before the council, the meeting was adjourned at 6:51 p.m., upon motion of Ms. Woods and it was seconded by Mr. Harvey.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ileana Murray
Staff Secretary



MEMO

DATE: AUGUST 16, 2023
TO: CAROLUS RILEY
FROM: BROWNIE BARBO
RE: CONDEMNATIONS FOR CITY COUNCIL ON AUGUST 22, 2023

Please place the following condemnations on the agenda for the City Council on August 22, 2023.

1. 3805 Harvester Drive (D3) (Owners – Brown & Sons Realty, Kimberly Deloris Gray, Dorothy Gray Staten)
2. 3000 Georgia Street (D4) (Owners – Toney Gibson and Joseph Ross)
3. 412 North 23rd Street (D2) (Owners – Bessie T Brownfield Est c/o David Brownfield)

c: Ellen Hill
Stacy Newbill
Angelic Dorsey
Tommy James
Jimmie Bryant
Angie Sturdivant
Raven Spears

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 BID OF THE WOMACK & SONS CONSTRUCTION GROUP, LLC, IN THE AMOUNT OF \$2,186,050.00 FOR THE LOUISIANA PURCHASE EXHIBIT PHASE 1 – THE SWAMP PROJECT, AND FURTHER AUTHORIZING AN AUTHORIZED CITY REPRESENTATIVE, TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the bid of Womack & Sons Construction Group, LLC, in the amount of \$2,186,050.00 for the Louisiana Purchase Exhibit Phase 1 -- The Swamp 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 the designations in accordance with state law for sales tax-exempt purchases on this project.

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

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

AYES:

NAYS:

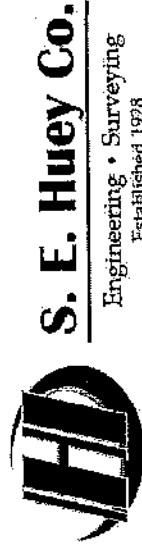
ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2023.

CHAIRMAN

CITY CLERK

F. M. Huey, P.E., P.L.S.
P. C. Taylor, Jr., P.E.
T. L. Reinbolt, P.E.



R. L. George, IV, P.E.
D. R. Arrington, P.E.
B. P. Anzalone, P.E.

August 16, 2023

Mr. Morgan McCallister, P.E. – City Engineer
Monroe Engineering Department
802 North 31st Street
Monroe, LA 71203

Sent via email: morgan.mccallister@ci.monroe.la.us

RE: Recommendation of Award
LA Purchase Gardens & Zoo – LA Purchase Exhibit Phase 1 The Swamp
SEH Project No. 215226

Dear Morgan:

Bids on the aforementioned project were taken on August 3, 2023. I have reviewed the three bids turned in (from Womack & Sons Construction, Don Barron Construction, & Grindstone Construction - see attached Certified Bid Tabulation for further information). The low base bid was 4.6% higher than our engineer's estimate, while the low bid (taking both deductive alternates) fell 8.9% below the engineer's estimate. The same contractor (Womack & Sons Construction) was the low bidder in all possible scenarios (base bid only, base + alt 1, base + alts. 1 & 2).

We received good, competitive bids; no discrepancy or unknown in the plans or specifications has been identified in the project. I have reviewed the 10-day documents of the apparent low bidder, and all appear to be in order. If financially possible, I would recommend the city awarding the Base Bid (full scope of work). For reference, Alternate No. 1 is to remove site lighting from the project, and Alternate No. 2 is to remove site landscaping and irrigation from the scope.

These alternates were added as fail-safes to ensure that we could award a contract and not re-bid the project a third time. Adding site lighting later would be much more costly after this project is done. And removal of site landscaping and irrigation would significantly detract from the overall aesthetics of the new project when completed. As such, it is my recommendation that the City of Monroe award a construction contract for the LA Purchase Exhibit Phase 1 project to **Womack and Sons Construction for the base bid price of \$2,510,850.00** as the lowest responsive and responsible bidder on this project. Please let me know if you have any questions or need anything else.

Sincerely,

S. E. HUEY CO.

Don R. Arrington, P. E.



BID TABULATION
 City of Monroe - LA Purchase Gardens & Zoo
 LA Purchase Exhibit - Phase 1 "The Swamp"
 Engineer: Don Arrington, P.E.
 Engineer's Base Bid Estimate: \$2,400,000.00

| Contractor | LA License No. | Base Bid: | Alternate No. 1 | Alternate No. 2 | Total |
|---------------------------------|----------------|----------------|-----------------|-----------------|----------------|
| Womack & Sons Construction, LLC | 63774 | \$2,510,850.00 | (\$39,000.00) | (\$285,800.00) | \$2,186,050.00 |
| Don Barron Construction | 3683 | \$7,625,000.00 | (\$35,400.00) | (\$771,500.00) | \$2,318,100.00 |
| Grindstone Construction, LLC | 63774 | \$3,370,000.00 | (\$30,000.00) | (\$130,000.00) | \$3,210,000.00 |

CERTIFIED BY:

Don Arrington
 Don R. Arrington, P.E.
 S. E. Huey Co.

08/24/23
 Date





CITY OF MONROE

ADMINISTRATION
Purchasing / Warehouse

1014 Grammont Street
Monroe, LA 71201
office: 318-329-2222
fax: 318-329-3282

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Charles Butcher, Airport Director

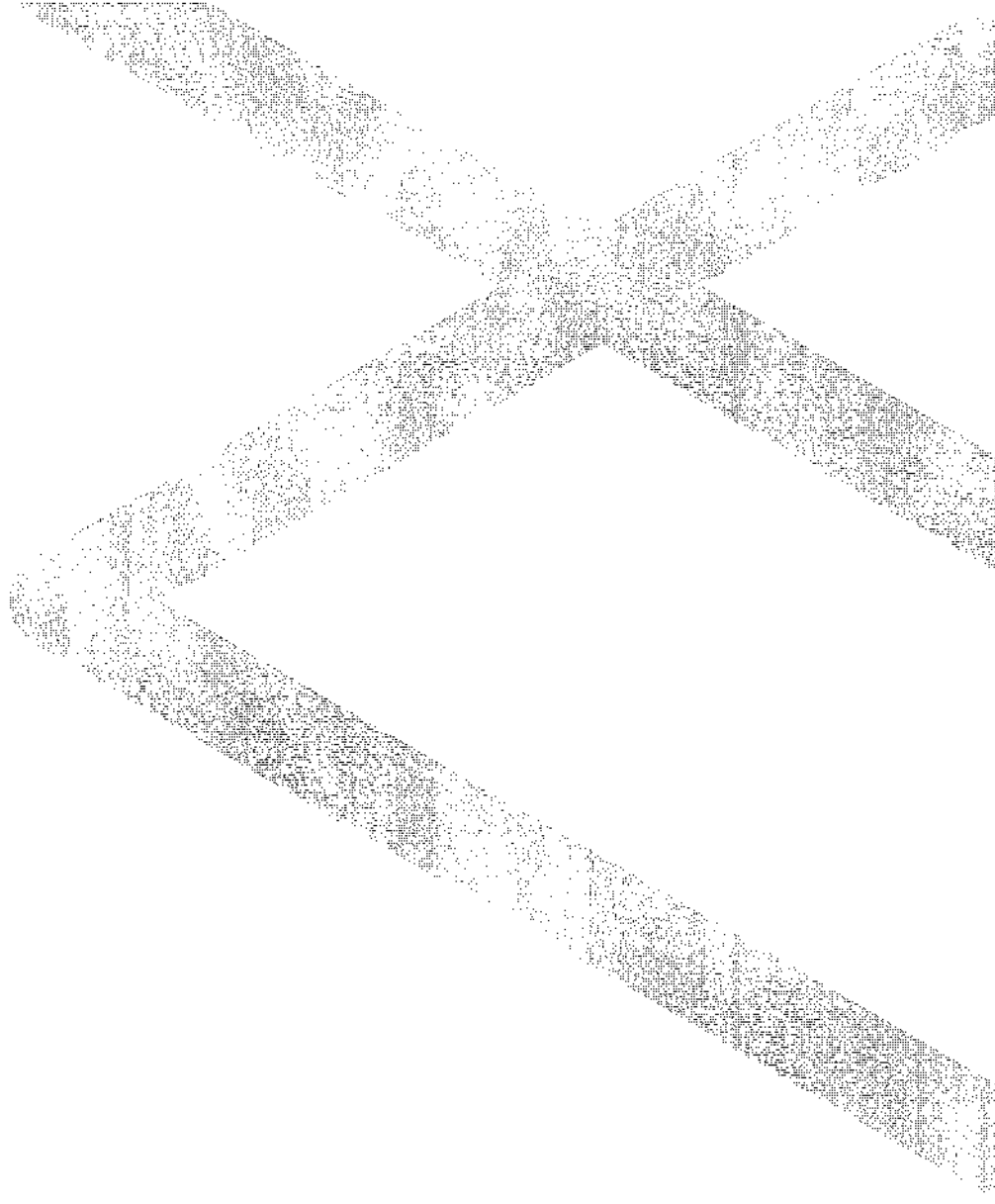
Date: August 22, 2023

The City of Monroe Purchasing Division requests that all bids received on July 17, 2023, be rejected for the Monroe Regional Airport Taxiway D Construction – Phase 1 for exceeding the project funds.

Sincerely,

Angel N. Taylor

Angel N. Taylor
City Buyer





4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

August 9, 2023

Mr. Charles Butcher
Airport Director
Monroe Regional Airport
5400 Operations Drive
Monroe, Louisiana 71203

Re: Monroe Regional Airport
Taxiway D Construction – Phase 1
Recommendation of Award

Dear Mr. Butcher:

Bids were received for the "Taxiway D Construction – Phase 1" project at the Monroe Regional Airport at 2:00PM on Monday, July 17, 2023. The bid has been checked for accuracy and for compliance with the contract documents.

One bid was received on the project: D & J Construction Company, LLC. submitted the low bid for the total project in the total amount of \$15,892,925.00. The Engineer's Opinion of Probable Cost was \$8,954,016.00. A summary of the bid tabulation is provided in the table below.

| BID SUMMARY | | |
|-------------------------------------|-----------------------|---------------------------------|
| DESCRIPTION | ENGINEER'S ESTIMATE | D & J CONSTRUCTION COMPANY, LLC |
| BASE BID | \$7,286,141.00 | \$13,051,375.00 |
| ADDITIVE ALTERNATE NO. 1 | \$1,667,875.00 | \$2,841,550.00 |
| TOTAL BASE BID | \$7,286,141.00 | \$13,051,375.00 |
| TOTAL BASE BID + ADD. ALT. 1 | \$8,954,016.00 | \$15,892,925.00 |

We do not believe that the bid submitted by D & J Construction Company, LLC. represents a good value for the Airport. We do not recommend that the construction contract for the "Taxiway D Construction – Phase 1" project be awarded to D & J Construction Company, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

A handwritten signature in cursive script that reads "Mary Fair". The signature is written in black ink and is positioned above the printed name and title.

Mary Fair, P.E.
Project Manager

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE TWIN CITY ART FOUNDATION FOR A PUBLIC RECEPTION: (EXHIBITION RECEPTION OF WORK BY CHRISTIANE DRIELING) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Twin City Art Foundation applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "A Public Reception: (Exhibition reception of work by Christiane Drieling" to be held at the Masur Museum, Thursday, September 21, 2023 from 5:30pm until 7:30p.m. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Twin City Art Foundation be and is hereby granted a permit for a special event, "A Public Reception: (Exhibition Reception of work by Christiane Drieling" to be held at the Masur Museum, Thursday, September 21, 2023 from 5:30pm until 7:30p.m. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2023.

CITY CLERK

CHAIRMAN

MASUR MUSEUM

August 8, 2023

Carolus Riley
City Council Clerk
City of Monroe

Carolus,

The Twin City Art Foundation will be hosting an event, a public reception for the exhibition of work by Christiane Drieling, at the Masur Museum of Art located at 1400 South Grand Street in Monroe, Louisiana, 71202. There will be alcohol served at this event. The event is scheduled to be held on Thursday, September 21, 2023, from 5:30 pm until 7:30 pm. We request an exception to the open container ordinance for this event. The event will be held inside the museum and on the grounds as well. Please let me know if you need any additional information and thank you.

Best Regards,

Evelyn Stewart
Director, Masur Museum of Art

1400 South Grand Street
Monroe, LA 71202
www.masurmuseum.org
318-329-2237





TWINCITY01

ATHOMSON

DATE (MM/DD/YYYY)
9/28/2022

CERTIFICATE OF LIABILITY INSURANCE

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

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

| | | | |
|---|--|---|--|
| PRODUCER Thomas & Farr Agency P.O. Box 2140 Monroe, LA 71207 | | CONTACT PHONE (A/C, No., Ext): (318) 388-1472 FAX (A/C, No.): (318) 388-1290 EMAIL ADDRESS: angela@tfins.com | |
| INSURER A: Ohio Casualty Insurance Company | | INSURERS AFFORDING COVERAGE | |
| INSURER B: | | NAIC # 24074 | |
| INSURER C: | | | |
| INSURER D: | | | |
| INSURER E: | | | |
| INSURER F: | | | |

INSURED

Twin City Art Foundation
1400 South Grand
Monroe, LA 71202

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | |
|-----------|--|---------------------|---------------|------------------|-----------------|
| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE |
| A | X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | BLO58348630 | 10/18/2022 | 10/18/2023 |
| | AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PERSONS EXCLUDED <input type="checkbox"/> (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below Liquor Liability | N/A | | | |
| A | | | BDO58348630 | 10/18/2022 | 10/18/2023 |

| LIMITS | PER OCCURRENCE | PER STATUTE | LOTH-ERL |
|--|----------------|-------------|----------|
| EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) | \$ 1,000,000 | | |
| MED EXP (Any one person) | \$ 15,000 | | |
| PERSONAL & ADY INJURY | \$ 1,000,000 | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | |
| COMBINED SINGLE LIMIT (Per accident) | \$ | | |
| BODILY INJURY (Per person) | \$ | | |
| BODILY INJURY (Per accident) | \$ | | |
| PROPERTY DAMAGE (Per accident) | \$ | | |
| EACH OCCURRENCE | \$ | | |
| AGGREGATE | \$ | | |
| E.L. EACH ACCIDENT | \$ | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | |
| Per Occurrence | \$ 1,000,000 | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Monroe Masur Museum 1400 South Grand Monroe, LA 71202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

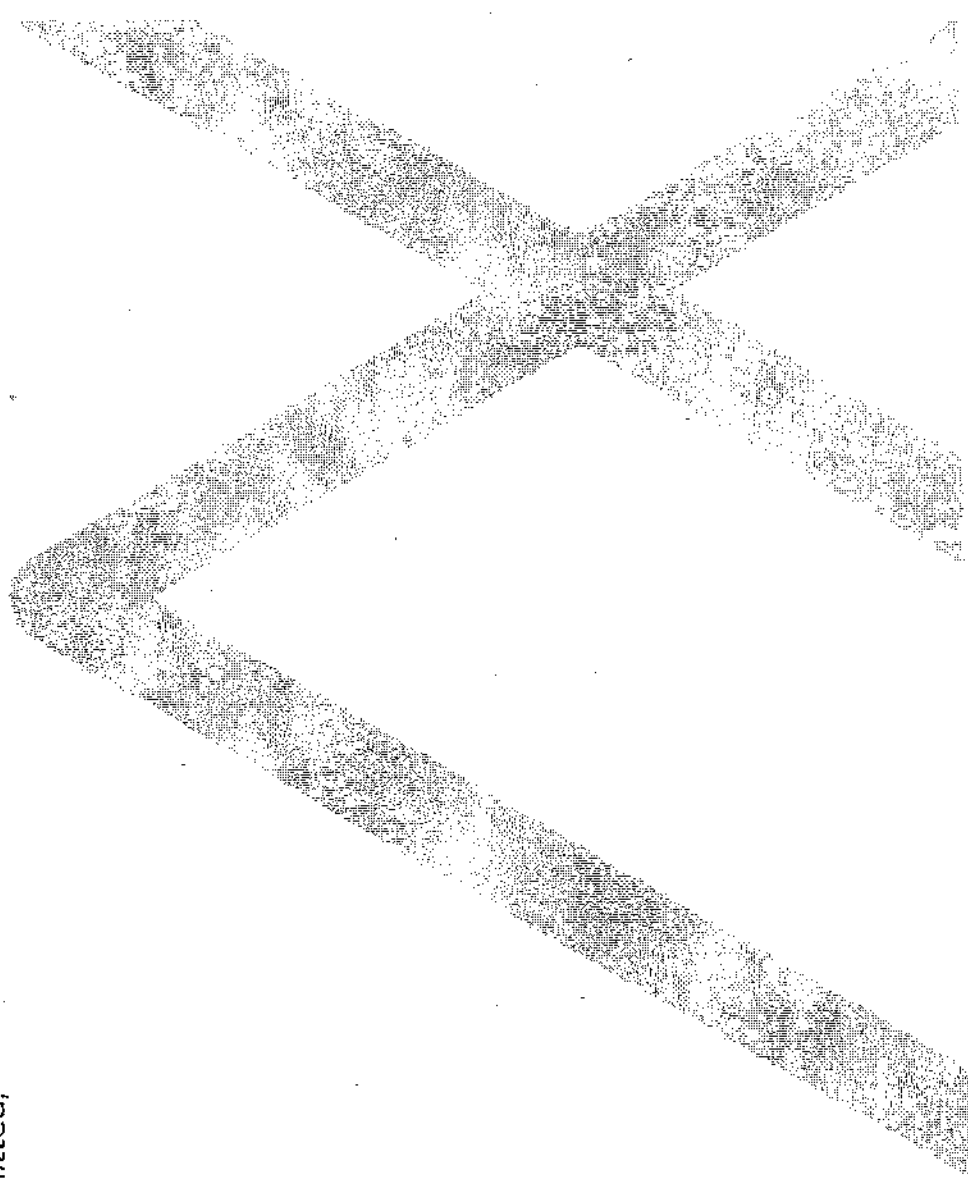
To: Chief Zordan
From: Cpl. Kwasic Heckard
Re: Masur Museum

Sir,

The Twin City Art Foundation is hosting a public reception for exhibition at the Masur Museum on Thursday, September 24, 2023. The time for the event is 5:30-7:30p.m. They're expecting 75-100 individuals to be in attendance. Alcohol will be consumed at this event. I will get the no objection letter generated and get this event placed on the council's agenda for the open container exemption letter. There will be two officer's working this event.

Respectfully Submitted,

Cpl. Heckard



RESOLUTION

State of Louisiana

City of Monroe

No. _____

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CHENNAULT GOLF COURSE FOR A GOLF TOURNAMENT SCHOLARSHIP FUNDRAISER (THE MAYOR'S CUP) PURSUANT TO MONROE CITY CODE SEC. 12-231 D (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Chennault Golf Course applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D, for a special event permit, "The Mayor's Cup-Golf Tournament Scholarship Fundraiser" hosted at the Chennault Park Golf Course, scheduled for September 22, 2023 from 8am until 8pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of City of Monroe, Louisiana, in legal session convened, that the Chennault Golf Course, be and is hereby granted a permit for a special event, "The Mayor's Cup-Golf Tournament Scholarship Fundraiser" hosted by the Chennault Park Golf Course, scheduled for September 22, 2023 from 8am until 8pm. The security and crowd control is being coordinated through the Monroe Police Department. This Resolution shall act as an exception only to the Open Container Ordinance for said event Pursuant to Monroe City Code Sec. 12-231 D.

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

AVES:

NAYS:

ABSENT:

And Resolution was declared ADOPTED on the _____ day of _____, 2023.

CITY CLERK

CHAIRMAN



CITY OF MONROE



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Zordan

From: Cpl. Kwasic Heckard

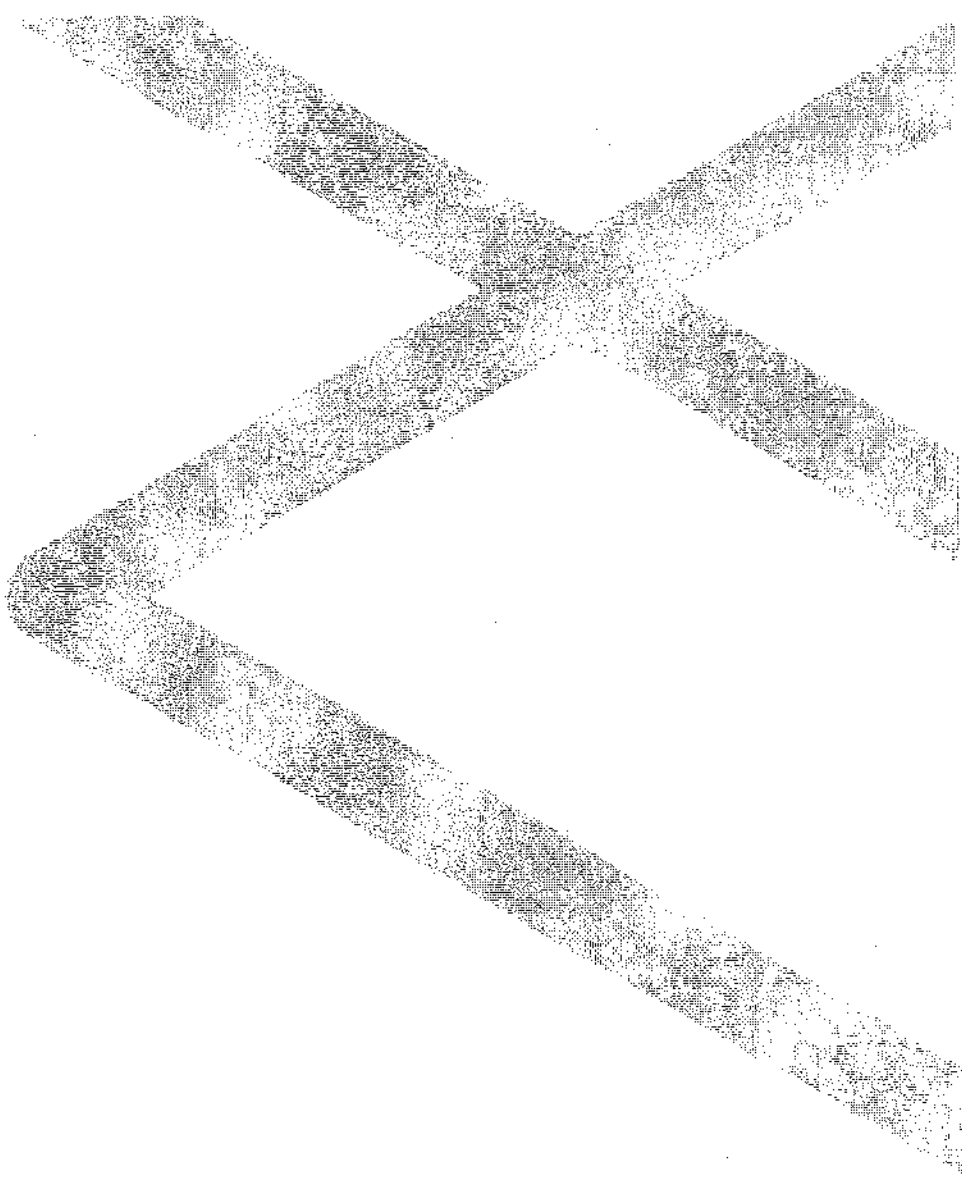
Re: Mayor's Cup Golf Tournament

Sir,

The Mayor's Cup Golf Tournament will be Friday, September 22, 2023, at the Chennault Golf Course. The event is scheduled from 1:00 p.m. to 6:00 p.m. Alcohol will be consumed at this event. They're expecting approximately 200 individuals to attend this event. The no objection letter has already been obtained. They just must apply for their ATC permit. I will get it placed on the city council's agenda for their next meeting.

Respectfully Submitted,

Cpl. Heckard





CITY OF MONROE

COMMUNITY AFFAIRS

To: Monroe City Council

FROM: Douglas Seegers, Director of Community Affairs

Date: Wednesday, August 1, 2023

Adopt a Resolution granting an exception to the Open Container Ordinance to the Mayor's Cup Charity Golf Tournament (Chennault Park Golf Course) September 22, 2023, pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.



MONROE0-01

KMILLIEN

DATE (MMDDYYYY)
5/23/2023

CERTIFICATE OF LIABILITY INSURANCE

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

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

| | | |
|--|--|-------------------------|
| PRODUCER Thomas & Fatt Agency P. O. Box 2110 Monroe, LA 71207 | CONTACT Christy Williams PHONE (A.C. No. Exp): (318) 361-4751 E-MAIL Address: christyw@tffins.com | FAX No.: (318) 388-1290 |
| INSURED City of Monroe P. O. Box 123 Monroe, LA 71210-0123 | INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. 23140 | NAIC # |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

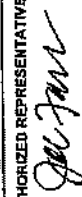
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR. CLS. | TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF. DATE | POLICY EXPIRES | LIMITS |
|------------|---|-------------------------------|---------------|------------------|----------------|---|
| A | X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | AES1197840 | 5/23/2023 | 5/23/2024 | EACH OCCURRENCE DAMAGE-OWNED AUTOS (Per Occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
Equipment Floater deductible \$1,000 all perils.

Mayor's Golf Tournament

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of Monroe Police Department 700 Wood St. Monroe, LA 71201 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 9, 2023

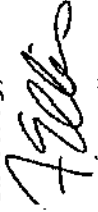
To Whom It May Concern:

It is my understanding that the City of Monroe will be hosting its annual Mayor's Cup Golf Scholarship Fundraiser located at Chennault Park Golf Course, 8475 Millhaven Road, Monroe, LA 71203. This event will be held on Friday, September 22, 2023, from 1pm until 6:00 pm. Alcohol served at the event.

The City of Monroe will apply for the required special event permit issued by the state.

The City of Monroe has no objection to said activities.

Sincerely,


Friday Ellis
Mayor

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

318-329-2310
318-264-4092
MONROELA.US

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

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

WHEREAS, The Northeast Louisiana Children's Coalition applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, a Fundraiser "Harvest Under the Stars", to be held Saturday, September 16, 2023 from 5pm until 10pm. The exception is for an outdoor event at their establishment located at 117 Hall Street, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Northeast Louisiana Children's Coalition, be and is hereby granted a permit for a special event, a Fundraiser "Harvest Under the Stars", scheduled for Saturday, September 16, 2023 from 5pm until 10pm. The exception is for an outdoor event at their establishment located at 117 Hall Street. There will be off-duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2023.

CHAIRMAN

CITY CLERK



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

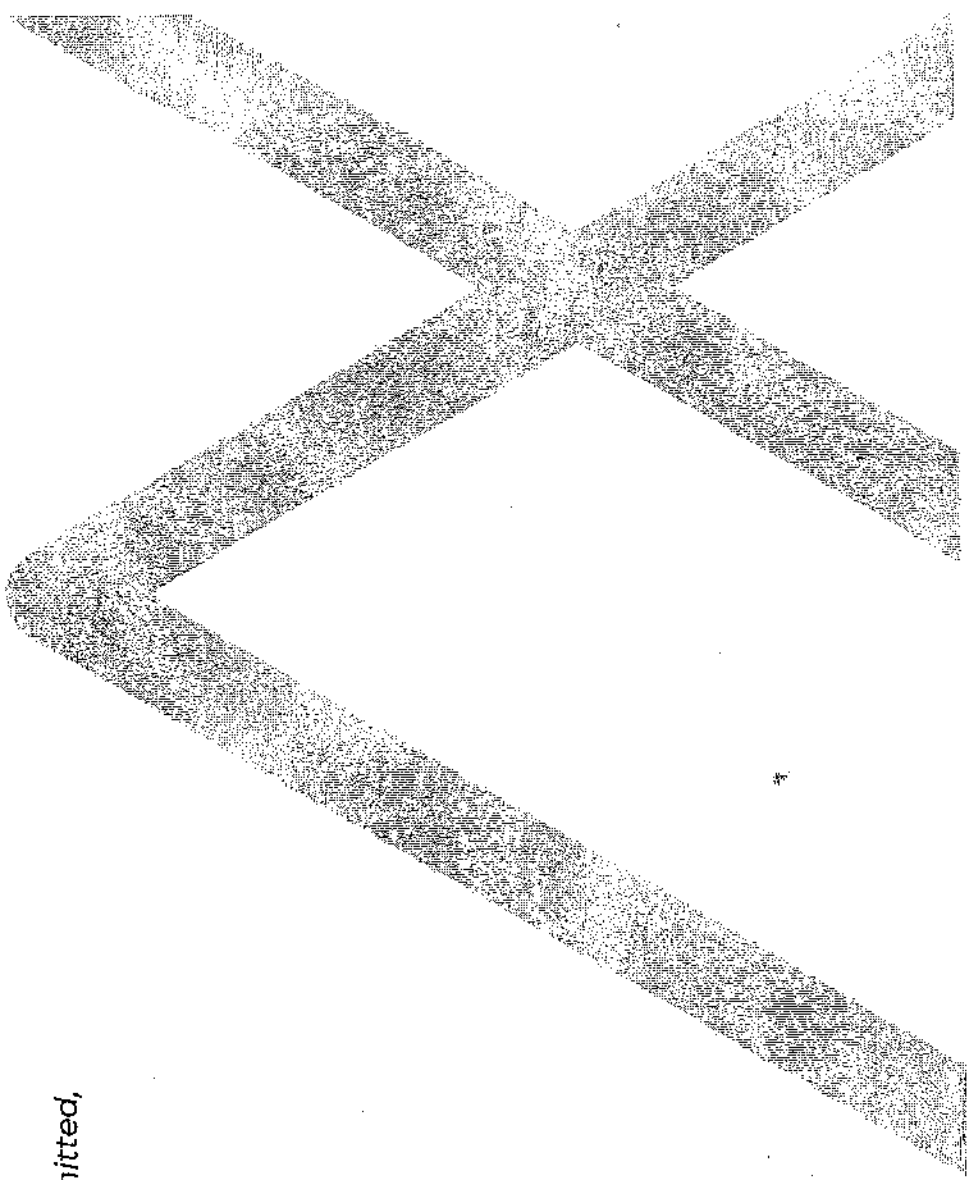
To: Chief Zordan
From: Cpl. Kwasic Heckard
Re: Harvest Under the Stars

Sir,

The NELA Children's Coalition is hosting Harvest Under the Stars at 117 Hall Street. This is a fundraising event for the organization. The event date is Saturday, September 16, 2023. The event times are 5:00-10:00 p.m. They're expecting 200 individuals to attend the event. Alcohol will be consumed at this outdoor event. They will need a no objection letter to apply for their ATC Permit. This will also need to be added to the council's agenda to be voted on for the open container permit. They will hire two off-duty officers for the event.

Respectfully Submitted,

Cpl. Heckard





FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

August 17, 2023

To Whom It May Concern:

It is my understanding that Northeast Louisiana Children's Coalition will be hosting a fundraiser "Harvest Under the Stars" on Saturday, September 16, 2023, from 5:00pm to 10:00pm. The event will be held at 117 Hall Street, Monroe, LA, 71201. Alcoholic beverages will be served at the event.

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

Sincerely,

Friday Ellis
Mayor

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

318-329-2310
318-264-4892
MONROE.LA.US

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

Chief of Police
City of Monroe
Monroe, Louisiana

Dear Sir:

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

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

Name: Children's Coalition For Northeast Louisiana

Home Address: 8 Telephone

Business Address: 117 Hall St Monroe, LA Telephone 318-323-8775

Fax Number: 318-323-1150

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

Name of Organization: _____

Organization Address: _____

Telephone Number: _____

Name, Addresses, and Telephone Numbers of Organization Heads:

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

Name: Kristin Boardell

Address: 117 Hall St Monroe, LA 71201 Telephone: 318-323-8775

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

(A) Name of Insurance Company K & K Insurance Group

(B) Name of Insurance Agent Patricia Goo

(C) Policy Number -

E) Date when event is to be conducted 9/16/23

IF EVENT IS PARADE, THE FOLLOWING IS REQUIRED:

Starting Point _____

Route to be traveled: _____

Termination Point: _____

Approximate number of person(s) in parade: _____

Approximate number of animals in parade: _____

Type of Animals: _____

Approximate number and description of vehicles in parade: _____

Number of Floats: _____ Number of Marching Units: _____

Parade Assembly Time: _____

Parade Assembly areas (located by streets) _____

Parade Starting Time: _____

Parade Termination Time: _____

State whether parade will occupy all or only a portion of the width of streets to be traveled:

Interval of space between parade units: _____

Maximum Speed: _____ Minimum Speed: _____

Maximum length of parade in miles or fractions thereof: _____

Number of stops to be made and locations: _____

Purpose of Parade: _____

If the parade is designed to be held by, and on behalf of or for, any person other than the applicant for such permit, applicant must file as an attachment hereto written authorization from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.

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

LOCATION OF EVENT 117 Hall st Monroe, LA 71201
TYPE OF EVENT Fund raiser
APPROXIMATE NUMBER OF PERSONS ATTENDING 300
WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES NO
STARTING TIME OF EVENT 5:00 pm ENDING TIME OF EVENT 10:00 pm

REMARKS:

SIGNATURE OF PERSON APPLYING: Kurt D. Dendall
HOME ADDRESS: 209 Oak Square, Stirlington La 71280
BUSINESS ADDRESS: 117 Hall st Monroe, LA 71201
HOME TELEPHONE: 825 284 3172
BUSINESS TELEPHONE: 318 - 322 8775

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

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

_____ (A) Denied for the following reasons:

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

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

Monroe, Louisiana, this 16 day of August, 2023

Approved By: *Vic Zerk* Chief of Police

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

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

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by _____ who moved for its adoption and was seconded by _____:

A RESOLUTION ACCEPTING AND APPROVING THE SYSTEMS SURVEY AND COMPLIANCE QUESTIONNAIRE FOR THE CITY OF MONROE FOR THE FISCAL YEAR ENDING APRIL 30, 2023.

WHEREAS, the Office of the Legislative Auditor of the State of Louisiana requires a Systems Survey and Compliance Questionnaire as part of the annual audit of the City.

WHEREAS, this questionnaire relates to certain information, regulations and requirements to be adhered to by the City, and

WHEREAS, the Legislative Auditor requires the Questionnaire to be filled in and completed by the financial officer of the city, accepted and approved by the governing body of the city and tested as to accuracy by the auditor engaged by the municipality who will then submit a report containing his opinion as to the validity of the answers to the Legislative Auditor of the State of Louisiana, and

WHEREAS, Stacey Rowell, Director of Administration, has now completed the questionnaire and submits it to the Council for its approval, a copy of which is attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Systems Survey and Compliance Questionnaire for the fiscal year ended April 30, 2023, be and is hereby accepted and approved.

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

AYES:

NAYS:

ABSENT:

This Resolution was declared ADOPTED on the _____ day of _____, 2023.

CHAIRMAN

CITY CLERK

LOUISIANA COMPLIANCE QUESTIONNAIRE
(For Audit Engagements of Government Agencies)

_____ (Date Transmitted)

Allen, Green & Williamson
2441 Tower Dr.
Monroe, LA 71201

In connection with your audit of our financial statements as of the City of Monroe and for the year ended April 30, 2021 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of August 27, 2021.

PART I. AGENCY PROFILE

1. Name and address of the organization.

City of Monroe
P O Box 123
Monroe, LA 71210-0123

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.
47,284 Source: Population Estimates, July 1, 2021, US Census Bureau
3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.
(See attached)
4. Period of time covered by this questionnaire.
May 1, 2021 – April 30, 2022
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.
Article VI, Section 5 of the Louisiana Constitution of 1974

6. Briefly describe the public services provided.

Administration of general government, construction and maintenance of streets and drainage systems, police and fire protection, garbage and trash collection, parks and recreation, airport, water and sewerage systems, mass transit systems, civic center, and gardens and zoo.

7. Expiration date of current elected/appointed officials' terms.

Mayor July 1, 2024

Council Members July 1, 2024

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and, where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.

A) All public works purchases exceeding \$250,000 have been publicly bid.

B) All material and supply purchases exceeding \$30,000 have been publicly bid.

Yes [X] No [] N/A []

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.

Yes [X] No [] N/A []

10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980, under circumstances that would constitute a violation of R.S. 42:1119.

Yes [X] No [] N/A []

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-15) R.S. 39:33, or R.S. 39:1331-1342, as applicable:

A. Local Budget Act

1. We have adopted a budget for the general fund and all special revenue funds (R.S. 39:1305).

2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the general fund and each special revenue fund, and a budget adoption instrument that defined the authority of the chief executive and administrative officers to make budgetary amendments within various budget classifications without approval by the governing authority, as well as those powers reserved solely to the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).

3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).

7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).

8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven - primarily federal funds-from the requirement to amend revenues.)

Yes No N/A

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes No N/A

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes No N/A

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes No N/A

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes No N/A

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes No N/A

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes No N/A

16. We did not enter into any contracts that utilized state funds as defined in R.S. 39:72.1 A. (2); and that were subject to the public bid law (R.S. 38:2211, et seq.), while the agency was not in compliance with R.S. 24:513 (the audit law).

Yes No N/A

17. We have complied with R.S. 24:513 A. (3) regarding disclosure of compensation, reimbursements, benefits and other payments to the agency head, political subdivision head, or chief executive officer.

Yes No N/A

18. We have remitted all fees, fines, and court costs collected on behalf of other entities, in compliance with applicable Louisiana Revised Statutes or other laws.

Yes No N/A

19. We have complied with R.S. 24:515.2 regarding reporting of pre- and post- adjudication court costs, fines and fees assessed or imposed; the amounts collected; the amounts outstanding; the amounts retained; the amounts disbursed, and the amounts received from disbursements.

Yes No N/A

PART VI. MEETINGS

20. We have complied with the provisions of the Open Meetings Law, provided in R. S. 42:11 through 42:28.

Yes No N/A

PART VII. ASSET MANAGEMENT LAWS

21. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.

Yes No N/A

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

22. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.

Yes No N/A

PART IX. DEBT RESTRICTION LAWS

23. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.

Yes No N/A

24. We have complied with the debt limitation requirements of state law (R.S. 39:562).

Yes No N/A

25. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1410.62).

Yes No N/A

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

26. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.

Yes No N/A

27. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.

Yes No N/A

28. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.

Yes No N/A

PART XI. ISSUERS OF MUNICIPAL SECURITIES

29. It is true that we have complied with the requirements of R.S. 39:1438.C.

Yes No N/A

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS

Tax Collectors

30. We have complied with the general statutory requirements of R.S. 47.

Yes No N/A

Municipalities

31. Minutes are taken at all meetings of the governing authority (R.S. 42:20).

Yes No N/A

32. Minutes, ordinances, resolutions, budgets, and other official proceedings of the municipalities are published in the official journal (R.S. 43:141-146 and A.G. 86-528).

Yes No N/A

33. All official action taken by the municipality is conducted at public meetings (R.S. 42:11 to 42:28).

Yes No N/A

Airports

34. We have submitted our applications for funding airport construction or development to the Department of Transportation and Development as required by R.S. 2:802.

Yes No N/A

35. We have adopted a system of administration that provides for approval by the department for any expenditures of funds appropriated from the Transportation Trust Fund, and no funds have been expended without department approval (R.S. 2:810).

Yes No N/A

Yes No N/A

36. All project funds have been expended on the project and for no other purpose (R.S. 2:810).

Yes No N/A

37. We have certified to the auditor, on an annual basis, that we have expended project funds in accordance with the standards established by law (R.S. 2:811).

Yes No N/A

Sewerage Districts

38. We have complied with the statutory requirements of R.S. 33:3881-4159.10.

Yes No N/A

Waterworks Districts

39. We have complied with the statutory requirements of R.S. 33:3811-3837.

Yes No N/A

The previous responses have been made to the best of our belief and knowledge. We have disclosed to you all known noncompliance of the foregoing laws and regulations, as well as any contradictions to the foregoing representations. We have made available to you documentation relating to the foregoing laws and regulations.

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We

acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

_____ Date

Director of Administration

_____ Date

Council Chair

Council Members 2020-2024

Public Use

Douglas "Doug" Harvey, District #1
3003 River Oaks Dr.
Monroe, La 71201
Cell: 318-243-3499
Fax: 318-329-3416
Email address: douglas.harvey@ci.monroe.la.us

Mrs. Gretchen H. Ezernack, District #2
2109 Redwood Drive
Monroe, La 71201
Office: 318-329-2261
Fax: 318-329-3416
Email address: gretchen.ezernack@ci.monroe.la.us

Ms. Juanita G. Woods, District #3
P. O. Box 123
Monroe, La 71210
Ph: 318-329-2261
Fax: 318-329-3416
Email address: juanita.woods@ci.monroe.la.us

Carday Marshall, Sr. District #4
1601 St. John Dr.
Monroe, La 71202
Cell: 318-503-3259
Fax: 318-329-3416
Email Address: carday.marshall@ci.monroe.la.us

Mrs. Kema Dawson, District #5
507 Jason Drive
Monroe, La 71202
Res.: 318-509-8539
Off: 318-329-2261
Fax: 318-329-3416
Email address: kema.dawson@ci.monroe.la.us

Friday Ellis, Mayor
City of Monroe
P.O. Box 123
Monroe, Louisiana 71210-0123
Office: 318-329-2310
Email address: friday.ellis@ci.monroe.la.us

COUNCIL MEETINGS ARE 2ND AND 4TH TUESDAYS OF EACH MONTH.

IF THE 2ND OR 4TH TUESDAY FALLS ON A HOLIDAY A DATE CHANGE WILL BE MADE AND THE MEDIA IS INFORMED OF THE DATE CHANGE.



CITY OF MONROE

TAXATION & REVENUE
MAYOR- COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Director of Taxation & Revenue

Re: New Alcohol License for August 22, 2023, Council Meeting

Date: August 16, 2023

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

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

NEW ALCOHOL LICENSE

CLASS - A (1)

1. Business: Beef and Barrel
1030 North 6th Street
Monroe, LA 71201

Owner: Ryan Watts
402 Bishop Road
Monroe, LA 71203

CO-CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED



CITY OF MONROE

PLANNING & URBAN
DEVELOPMENT

Memorandum

Date: 8/16/2023
To: Ellen Hill, PUD Director
From: Alyeasha C. Adams, Sr. Planner
Subject: City Council Agenda

Please introduce the following item(s) for consideration by the Monroe City Council for the August 22, 2023, meeting.

Annexation

Annexation of a 4.0-acre tract of land, more or less, located at 5800 Frontage Road. (ANX 101-23; Oaks Church/Steve Hall)

Conditional Use Permit (Major) (CUP 110-23)

Cloud Busters Vape LLC/Joey Mafhahi
2404 Old Sterlington Road
Monroe, LA 71203

This is a major conditional use permit to allow the applicant to have off-premises alcohol beverage sales, in the B-3 (General Business/Commercial) District. The property is located at 2404 Old Sterlington Road. The Comprehensive Zoning Ordinance allows this as a Major Conditional Use in the B-3 (General Business/Commercial) District. Major Conditional Uses are uses that require a second level of approval; therefore, this request comes before the City Council for their approval in addition to that of Planning Commission.

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

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

Planning Commission recommends approval with a 5-0-1 majority vote.

REVIEW CRITERIA:

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

- a. The proposed major or minor conditional use permit is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
 - Commercial/Urban: These are areas where there are predominantly commercial areas with access to arterial roads and highways that

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

Effect of Denial

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

Appeal

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

Map Amendments

An ordinance to amend the Zoning Map Amendment for the City of Monroe, Louisiana and providing further with respect thereto: **(MA 103-23; Oaks Church/Steve Hall)**

The appropriate material is attached for Mayor Friday Ellis and Mrs. Carolus Riley
Memorandum CAG 08/22/2023

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

The following Resolution was offered by _____ who
moved for its adoption and was seconded by _____:

**A RESOLUTION STATING THE CITY OF MONROE'S ENDORSEMENT OF
COPECH PROPERTIES LLC AND THEIR PROJECT #20161643-RTA TO
CONTINUE THEIR PARTICIPATION IN THE BENEFITS OF THE
LOUISIANA RESTORATION TAX ABATEMENT PROGRAM.**

WHEREAS, the Restoration Tax Abatement Program has been created by the electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section 21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

WHEREAS, the Monroe City Council desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and

WHEREAS, it is the desire of the Monroe City Council to foster the continued growth and development (and redevelopment) of the City for the continued prosperity and welfare of the City; and

WHEREAS, this project is located in the City of Monroe's Downtown Economic Development District; and

WHEREAS, this project is a commercial property.

NOW, THEREFORE,

Section 1. BE IT RESOLVED by the Monroe City Council, in regular and legal session convened, that COPECH PROPERTIES LLC and its Project #20161643-RTA is endorsed to continue its participation in the Louisiana Restoration Tax Abatement Program.

Section 2. BE IT FURTHER RESOLVED by the Monroe City Council, in regular and legal session convened, that if any provision or item of this resolution of the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect, without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or part thereof in conflict herewith are hereby repealed.

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

YEA _____

NAY _____

NOT VOTING _____

ABSENT _____

ATTEST _____

APPROVED THIS _____ DAY OF _____, 2023.

CAROLUS S. RILEY, CITY CLERK
CITY OF MONROE
STATE OF LOUISIANA

GRETCHEN EZERNACK, CHAIRMAN
CITY OF MONROE
STATE OF LOUISIANA

Restoration Tax Abatement Program Renewal Application - (Const 7 21)

Project ID: 20161643-RTA

Date Received: 7/15/2023

PROJECT INFORMATION

Company: Copech Properties LLC
Project Name: 211 Desiard Street Project
Project Location: 211 Desiard Street , Monroe, LA, 71201
Parish: Ouachita
City Limits?: --

CONFIRMATION OF AFFIDAVIT OF FINAL COST

Residential: Yes No
Owner-Occupied: Yes No
Rented or Leased: Yes No
Legal Description of Property: No. The project is performing as projected.

ACTUAL INVESTMENTS

Total Investment Costs: \$1,152,702.00

ACTUAL JOBS

Existing: 0
Construction: 18
New: 0
Total Actual Jobs: 18

ACTUAL PAYROLL

Existing: \$0.00
Construction: \$650,000.00
New: \$0.00
Total Actual Payroll: \$650,000.00

Actual Gross Square Footage After 8000

Project:

PROJECT DESCRIPTION

Did the actual results differ from the original Project Description on the application? Yes No

If yes, explain the difference:

No. The project is performing as projected.

FEEES

Assessed Fee: \$250.00
Amount Due: \$250.00

ATTACHMENTS

Document Type Document Name Date

PAYMENTS

| Fee Type | Amount Paid | Date Received | Confirmation # | Transaction Type |
|-----------------|--------------------|----------------------|-----------------------|-------------------------|
| RNW | \$250.00 | 7/15/2023 | OND12YKGM8 | ach |

PROJECT CONTACTS

| Contact First Name | Contact Last Name | Email Address | Company Name | Mailing Address | Phone Number | Contact Type |
|--------------------|-------------------|--------------------------------|-----------------------|---|----------------|--------------------|
| Michael | Echols | michaelcharlesechols@gmail.com | Copech Properties LLC | 1800 Riverside Drive, Monroe, LA, 71201 | (318) 366-7370 | Business Signatory |

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Managing Member

First Name: Michael

Last Name: Echols

Email Address: michaelcharlesechols@gmail.com

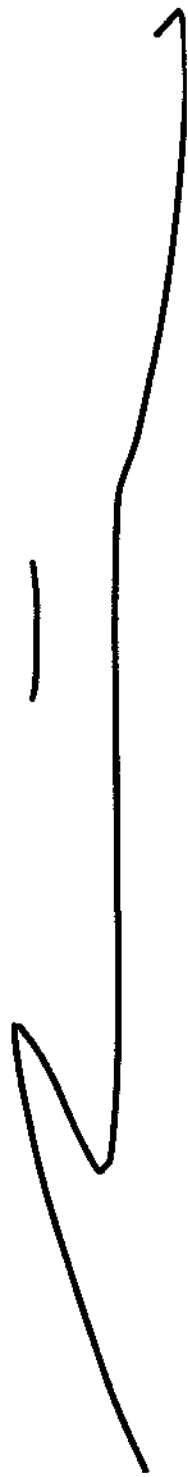
CERTIFICATION STATEMENT

I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, **Michael Echols**

, approve the above information.



RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

A RESOLUTION AUTHORIZING AN EQUIPMENT LEASE AGREEMENT WITH RDK ASSETS, INC. FOR GARBAGE REMOVAL EQUIPMENT FOR THE PUBLIC WORKS DEPARTMENT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City desires to enter into a lease agreement with RDK Assets, Inc doing business as RDK Truck Sales (“RDK”);

WHEREAS, the lease with RDK includes three garbage trucks for use by the Public Works Department for upkeep and garbage removal throughout the City; and

WHEREAS, the City desires to lease the three garbage trucks described in the attached documents and said funds have been budgeted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to execute a lease agreement with RDK Assets Inc. and further authorizing Stacey Rowell to sign all documents necessary to accomplish the purposes of the lease agreement.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of August 2023.

CHAIRMAN

CITY CLERK

Stock # 108200 Invoice # _____

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information
16252

Shipping Address

Customer # _____
Customer Name City of Monroe Public Works Department

Phone # 318-329-2209 P.O. #/Job # _____ Ordered By Taronda Goodin
Project _____ Job Location LA Salesman Joanie Beckwith
Delivered By: RKTR Lessee Other Date/Time Shipped 8-10-2023
Returned By: RKTR Lessee Other Date/Time Shipped _____

| Serial Number | Tag | Equipment Description | Lease Term Monthly | Rate | Total |
|-------------------|-----|-----------------------|--------------------|-------------|---------------|
| 1CYABDAC1R1000593 | | 2024 Batrle Motors RL | 13 | \$ 8,500.00 | \$ 110,500.00 |

Note: Lease Agreement is valid for a period of (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC. dba RDK Truck Sales at an authorized location. Customer is responsible for ALL tire repairs, fuel and detrages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Lease Amount \$ 110,500.00

Oil & filters must be changed every 200 hours.

Sales Tax \$ 0.00

Customer is responsible for displaying name and DOT Number on cab.

Tax Rate 00
Transportation \$ 0.00

All reimbursable repairs need prior approval from RDK Assets, INC.

Total \$ 110,500.00

Security Deposit* (Cash/Check) \$ 0.00

Replacement Value of Vehicle: 319900.00

Total Due \$ 110,500.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC. dba RDK Truck Sales) LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by sinking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith Date 8-10-2023
Lessee Name (please print) _____ Reviewed By: _____
Drivers License # _____ State _____ Credit Approved By: _____
Company Name _____ Security Deposit Received: _____
Date _____ Security Deposit Returned: _____

Stock # 108196

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information

Customer # 16252

Shipping Address

Customer Name City of Monroe Public Works Department

Phone # 318-329-2209 P.O. #/Job #

Ordered By Taronda Goodin

Project Job Location LA

Salesman Joanie Beckwith

Delivered By: RKTR Lessee Other

Date/Time Shipped 8-10-2023

Returned By: RKTR Lessee Other

Date/Time Shipped

| Serial Number | Tag | Equipment Description | Lease Term Monthly | Rate | Total |
|-------------------|-----|------------------------|--------------------|-------------|---------------|
| 1CYABDAC3P1000589 | | 2023 Battlre Motors RL | 13 | \$ 8,500.00 | \$ 110,500.00 |

Note: Lease Agreement is valid for a period of (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts Mileage Out Hours Out Mileage In Hours In

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Lease Amount \$ 110,500.00

Oil & filters must be changed every 200 hours.

Sales Tax \$ 0.00

Customer is responsible for displaying name and DOT Number on cab.

Transportation \$ 0.00

All reimbursable repairs need prior approval from RDK Assets, INC.

Total \$ 110,500.00

Security Deposit* (Cash/Check) \$ 0.00

Replacement Value of Vehicle: 315900.00

Total Due \$ 110,500.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales) LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEASOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer Policy No. Exp. Date

Minimum Property Damage Coverage \$ Date Insurance Certificate Received

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature Prepared By: Joanie Beckwith Date 8-10-2023

Lessee Name (please print) Reviewed By:

Drivers License # State Credit Approved By:

Company Name Security Deposit Received:

Date Security Deposit Returned:

Stock # 108201

Invoice #

RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

Lessee Information
16252

Shipping Address

Customer # _____
Customer Name City of Monroe Public Works Department

Phone # 318-329-2209 P.O. #/Job # _____
Project _____ Job Location LA
Ordered By Taronda Goodin
Salesman Joanie Beckwith
Date/Time Shipped 8-10-2023
Returned By: RKTR Lessee Other _____
Date/Time Shipped _____

| Serial Number | Tag | Equipment Description | Lease Term Monthly | Rate | Total |
|-------------------|-----|------------------------|--------------------|-------------|---------------|
| 1CYABDAC3R1000594 | | 2024 Battlle Motors RL | 13 | \$ 8,500.00 | \$ 110,500.00 |

Note: Lease Agreement is valid for a period of (13) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts _____ Mileage Out _____ Hours Out _____ Mileage In _____ Hours In _____

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount \$ 110,500.00
Sales Tax \$ 0.00
Transportation \$ 0.00

Total \$ 110,500.00
Security Deposit* (Cash/Check) \$ 0.00

Replacement Value of Vehicle: 319900.00

Total Due \$ 110,500.00

(*Security Deposit, net of any physical damage assessment, will be returned upon complete vehicle inspection by RDK Assets, INC, dba RDK Truck Sales) LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LESSOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer _____ Policy No. _____ Exp. Date _____
Minimum Property Damage Coverage \$ _____ Date Insurance Certificate Received _____

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCEABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature _____ Prepared By: Joanie Beckwith _____ Date 8-10-2023
Lessee Name (please print) _____ Reviewed By: _____
Drivers License # _____ State _____ Credit Approved By: _____
Company Name _____ Security Deposit Received: _____
Date _____ Security Deposit Returned: _____

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. ONE (1) FOR SAUL ADLER RECREATION CENTER PARKING LOT IMPROVEMENTS PROJECT BETWEEN THE CITY OF MONROE AND BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, LLC TO INCREASE THE CONTRACT TIME BY 15 CALENDAR DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. One (1), between the City of Monroe and Benchmark Construction Group of Louisiana, LLC, to increase the contract time by 15 calendar days.

BE IT FURTHER RESOLVED that said Change Order No. One (1) is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CHAIRMAN

CITY CLERK

CHANGE ORDER

Order No. 1
Date: August 9, 2023
Agreement Date: April 24, 2023

NAME OF PROJECT: Saul Adler Recreation Center
Parking Lot Improvements
Project No. 1180601

OWNER: City of Monroe

CONTRACTOR: Benchmark Construction Group of Louisiana, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Extension of time due to rain delays and coordination delays (requested benchmark elevations).

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE** \$303,819.50

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER \$ 303,819.50**

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be **unchanged by \$ 0.00**

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be **\$ 303,819.50**

CHANGE TO CONTRACT TIME:

The **CONTRACT TIME** will be **increased** by 15 calendar days.

The date for completion of all work will be August 24, 2023

APPROVED BY:

Chris W. Patrick

Chris W. Patrick, P.E.
Volkert, Inc.

8/9/2023

Date

ORDERED BY:

Authorized City Representative
City of Monroe

Date

ACCEPTED BY:

Zach Brister, Owner
Benchmark Construction Group of Louisiana, LLC

Date

Climatological Data for Monroe Area, LA (ThreadEx) - June 2023

| Date | Temperature | | | HDD | CDD | Precipitation | New Snow | Snow Depth |
|------------|-------------|---------|---------|-----|-----|---------------|----------|------------|
| | Maximum | Minimum | Average | | | | | |
| 2023-06-01 | 91 | 67 | 79.0 | 0 | 14 | 0.00 | 0.0 | 0 |
| 2023-06-02 | 93 | 67 | 80.0 | 0 | 15 | 0.00 | 0.0 | 0 |
| 2023-06-03 | 95 | 70 | 82.5 | 0 | 18 | 0.24 | 0.0 | 0 |
| 2023-06-04 | 91 | 67 | 79.0 | 0 | 14 | 0.00 | 0.0 | 0 |
| 2023-06-05 | 94 | 67 | 80.5 | 0 | 16 | 0.68 | 0.0 | 0 |
| 2023-06-06 | 88 | 68 | 78.0 | 0 | 13 | T | 0.0 | 0 |
| 2023-06-07 | 90 | 67 | 78.5 | 0 | 14 | T | 0.0 | 0 |
| 2023-06-08 | 94 | 70 | 82.0 | 0 | 17 | 0.00 | 0.0 | 0 |
| 2023-06-09 | 94 | 72 | 83.0 | 0 | 18 | 0.00 | 0.0 | 0 |
| 2023-06-10 | 94 | 70 | 82.0 | 0 | 17 | T | 0.0 | 0 |
| 2023-06-11 | 91 | 64 | 77.5 | 0 | 13 | 0.00 | 0.0 | 0 |
| 2023-06-12 | 83 | 71 | 77.0 | 0 | 12 | 0.53 | 0.0 | 0 |
| 2023-06-13 | 80 | 70 | 75.0 | 0 | 10 | 0.22 | 0.0 | 0 |
| 2023-06-14 | 87 | 74 | 80.5 | 0 | 16 | 0.69 | 0.0 | 0 |
| 2023-06-15 | 93 | 74 | 83.5 | 0 | 19 | 0.12 | 0.0 | 0 |
| 2023-06-16 | 91 | 70 | 80.5 | 0 | 16 | 0.98 | 0.0 | 0 |
| 2023-06-17 | 98 | 76 | 87.0 | 0 | 22 | T | 0.0 | 0 |
| 2023-06-18 | 90 | 70 | 80.0 | 0 | 15 | T | 0.0 | 0 |
| 2023-06-19 | 94 | 74 | 84.0 | 0 | 19 | 0.00 | 0.0 | 0 |
| 2023-06-20 | 93 | 75 | 84.0 | 0 | 19 | 0.00 | 0.0 | 0 |
| 2023-06-21 | 93 | 72 | 82.5 | 0 | 18 | 0.00 | 0.0 | 0 |
| 2023-06-22 | 90 | 73 | 81.5 | 0 | 17 | T | 0.0 | 0 |
| 2023-06-23 | 92 | 69 | 80.5 | 0 | 16 | 0.00 | 0.0 | 0 |
| 2023-06-24 | 96 | 69 | 82.5 | 0 | 18 | 0.00 | 0.0 | 0 |
| 2023-06-25 | 96 | 77 | 86.5 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-06-26 | 92 | 72 | 82.0 | 0 | 17 | 0.49 | 0.0 | 0 |
| 2023-06-27 | 95 | 74 | 84.5 | 0 | 20 | -0.26 | 0.0 | 0 |
| 2023-06-28 | 97 | 73 | 85.0 | 0 | 20 | 0.00 | 0.0 | 0 |
| 2023-06-29 | 98 | 78 | 88.0 | 0 | 23 | 0.00 | 0.0 | 0 |
| 2023-06-30 | 101 | 79 | 90.0 | 0 | 25 | T | 0.0 | 0 |
| Sum | 2774 | 2139 | - | 0 | 513 | 4.21 | 0.0 | - |
| Average | 92.5 | 71.3 | 81.9 | - | - | - | - | 0.0 |
| Normal | 90.5 | 70.1 | 80.3 | 0 | 459 | 4.45 | M | - |

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : midnight

Mm Temperature : midnight

Precipitation : midnight

Snowfall : midnight

Snow Depth : 6am

Climatological Data for Monroe Area, LA (ThreadEx) - July 2023

| Date | Temperature | | | HDD | CDD | Precipitation | New Snow | Snow Depth |
|----------------|-------------|---------|---------|-----|-----|---------------|----------|------------|
| | Maximum | Minimum | Average | | | | | |
| 2023-07-01 | 97 | 80 | 88.5 | 0 | 24 | 0.00 | 0.0 | 0 |
| 2023-07-02 | 97 | 80 | 88.5 | 0 | 24 | 0.09 | 0.0 | 0 |
| 2023-07-03 | 93 | 74 | 83.5 | 0 | 19 | 0.07 | 0.0 | 0 |
| 2023-07-04 | 95 | 75 | 85.0 | 0 | 20 | 0.03 | 0.0 | 0 |
| 2023-07-05 | 94 | 73 | 83.5 | 0 | 19 | 0.90 | 0.0 | 0 |
| 2023-07-06 | 95 | 73 | 84.0 | 0 | 19 | 0.90 | 0.0 | 0 |
| 2023-07-07 | 94 | 74 | 84.0 | 0 | 19 | 0.34 | 0.0 | 0 |
| 2023-07-08 | 94 | 76 | 85.0 | 0 | 20 | T | 0.0 | 0 |
| 2023-07-09 | 90 | 76 | 83.0 | 0 | 18 | 0.00 | 0.0 | 0 |
| 2023-07-10 | 90 | 73 | 81.5 | 0 | 17 | 0.00 | 0.0 | 0 |
| 2023-07-11 | 89 | 76 | 82.5 | 0 | 18 | 0.01 | 0.0 | 0 |
| 2023-07-12 | 89 | 76 | 82.5 | 0 | 18 | 0.08 | 0.0 | 0 |
| 2023-07-13 | 95 | 79 | 87.0 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-07-14 | 94 | 79 | 86.5 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-07-15 | 96 | 74 | 85.0 | 0 | 20 | 0.05 | 0.0 | 0 |
| 2023-07-16 | 96 | 73 | 84.5 | 0 | 20 | 0.49 | 0.0 | 0 |
| 2023-07-17 | 96 | 71 | 83.5 | 0 | 19 | 0.00 | 0.0 | 0 |
| 2023-07-18 | 99 | 76 | 87.5 | 0 | 23 | 0.00 | 0.0 | 0 |
| 2023-07-19 | 98 | 78 | 88.0 | 0 | 23 | 0.00 | 0.0 | 0 |
| 2023-07-20 | 97 | 77 | 87.0 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-07-21 | 98 | 79 | 88.5 | 0 | 24 | 0.00 | 0.0 | 0 |
| 2023-07-22 | 91 | 74 | 82.5 | 0 | 18 | 0.00 | 0.0 | 0 |
| 2023-07-23 | 93 | 66 | 79.5 | 0 | 15 | 0.00 | 0.0 | 0 |
| 2023-07-24 | 96 | 67 | 81.5 | 0 | 17 | 0.00 | 0.0 | 0 |
| 2023-07-25 | 98 | 69 | 83.5 | 0 | 19 | 0.00 | 0.0 | 0 |
| 2023-07-26 | 100 | 70 | 85.0 | 0 | 20 | 0.00 | 0.0 | 0 |
| 2023-07-27 | 101 | 73 | 87.0 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-07-28 | 99 | 74 | 86.5 | 0 | 22 | 0.00 | 0.0 | 0 |
| 2023-07-29 | 99 | 76 | 87.5 | 0 | 23 | 0.49 | 0.0 | 0 |
| 2023-07-30 | 102 | 76 | 89.0 | 0 | 24 | 0.00 | 0.0 | 0 |
| 2023-07-31 | 95 | 76 | 85.5 | 0 | 21 | 0.04 | 0.0 | 0 |
| Sum | 2960 | 2313 | - | 0 | 631 | 3.49 | 0.0 | - |
| Average | 95.5 | 74.6 | 85.0 | - | - | - | - | 0.0 |
| Normal | 93.2 | 72.5 | 82.8 | 0 | 553 | 3.94 | M | - |

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

Max Temperature : midnight

Min Temperature : midnight

Precipitation : midnight

Snowfall : midnight

Snow Depth : 6am

Climatological Data for Monroe Area, LA (ThreadEx) - August 2023

| Date | Temperature | | | HDD | CDD | Precipitation | New Snow | Snow Depth |
|------------|-------------|---------|---------|------|-----|---------------|----------|------------|
| | Maximum | Minimum | Average | | | | | |
| 2023-08-01 | 102 | 76 | 89.0 | 5.7 | 0 | 24 | 0.0 | 0 |
| 2023-08-02 | 105 | 77 | 91.0 | 7.7 | 0 | 26 | 0.0 | 0 |
| 2023-08-03 | 105 | 79 | 92.0 | 8.8 | 0 | 27 | 0.0 | 0 |
| 2023-08-04 | 105 | 81 | 93.0 | 9.8 | 0 | 28 | 0.0 | 0 |
| 2023-08-05 | 104 | 79 | 91.5 | 8.3 | 0 | 27 | 0.0 | 0 |
| 2023-08-06 | 99 | 81 | 90.0 | 6.8 | 0 | 25 | 0.0 | 0 |
| 2023-08-07 | 97 | 79 | 88.0 | 4.8 | 0 | 23 | 0.0 | 0 |
| 2023-08-08 | 92 | 74 | 83.0 | -0.1 | 0 | 18 | T | 0 |
| 2023-08-09 | 101 | 77 | 89.0 | 5.9 | 0 | 24 | 0.0 | 0 |
| 2023-08-10 | 102 | 82 | 92.0 | 8.9 | 0 | 27 | T | 0 |
| 2023-08-11 | M | M | M | M | M | M | M | M |
| 2023-08-12 | M | M | M | M | M | M | M | M |
| 2023-08-13 | M | M | M | M | M | M | M | M |
| 2023-08-14 | M | M | M | M | M | M | M | M |
| 2023-08-15 | M | M | M | M | M | M | M | M |
| 2023-08-16 | M | M | M | M | M | M | M | M |
| 2023-08-17 | M | M | M | M | M | M | M | M |
| 2023-08-18 | M | M | M | M | M | M | M | M |
| 2023-08-19 | M | M | M | M | M | M | M | M |
| 2023-08-20 | M | M | M | M | M | M | M | M |
| 2023-08-21 | M | M | M | M | M | M | M | M |
| 2023-08-22 | M | M | M | M | M | M | M | M |
| 2023-08-23 | M | M | M | M | M | M | M | M |
| 2023-08-24 | M | M | M | M | M | M | M | M |
| 2023-08-25 | M | M | M | M | M | M | M | M |
| 2023-08-26 | M | M | M | M | M | M | M | M |
| 2023-08-27 | M | M | M | M | M | M | M | M |
| 2023-08-28 | M | M | M | M | M | M | M | M |
| 2023-08-29 | M | M | M | M | M | M | M | M |
| 2023-08-30 | M | M | M | M | M | M | M | M |
| 2023-08-31 | M | M | M | M | M | M | M | M |
| Sum | 1012 | 785 | - | - | 0 | 249 | T | 0.0 |
| Average | 101.2 | 78.5 | 89.9 | 6.7 | - | - | - | 0.0 |
| Normal | 94.2 | 72.2 | 83.2 | - | 0 | 182 | 1.10 | - |

Above Normals represent the month through 2023-08-10.

Observations for each day cover the 24 hours ending at the time given below (Local Standard Time).

| |
|----------------------------|
| Max Temperature : midnight |
| Min Temperature : midnight |
| Precipitation : midnight |
| Snowfall : midnight |
| Snow Depth : 6am |

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. TWO (2) FOR THE WATER TREATMENT PLANT IMPROVEMENTS HIGH SERVICE CONTROL VAULT REPAIRS CENTER BETWEEN THE CITY OF MONROE AND DIXIE OVERLAND CONSTRUCTION, LLC TO DECREASE THE CONTRACT PRICE BY \$25,000.00 AND INCREASE THE CONTRACT TIME BY 37 CALENDAR DAYS AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. Two (2), between the City of Monroe and Dixie Overland Construction, LLC, to decrease the contract price by \$25,000 and add 37 calendar days to the contract time.

BE IT FURTHER RESOLVED that said Change Order No. Two (2) is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CITY CLERK

CHAIRMAN

CHANGE ORDER

Order No. 2
Date: April 13, 2023
Agreement Date: August 10, 2022

NAME OF PROJECT: City of Monroe
Water Treatment Plant Improvements -
High Service Control Vault Repairs
Project No. 1120605

OWNER: City of Monroe

CONTRACTOR: Dixie Overland Construction, LLC

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Adjustments for "As-Built" quantities.

JUSTIFICATION: See Above

CHANGE TO CONTRACT PRICE:

Original **CONTRACT PRICE** \$232,000.00

Current **CONTRACT PRICE** adjusted by previous **CHANGE ORDER** \$ 284,500.00

The **CONTRACT PRICE** due to this **CHANGE ORDER** will be decreased by \$ 25,000.00

The new **CONTRACT PRICE** including this **CHANGE ORDER** will be \$ 259,500.00

CHANGE TO CONTRACT TIME:

The **CONTRACT TIME** will be increased by 37 calendar days.

The date for completion of all work will be May 31, 2023

APPROVED BY:

Chris W. Patrick

Chris W. Patrick, P.E.
Volkert, Inc.

Date 8/7/2023

ORDERED BY:

Authorized City Representative
City of Monroe

Date

ACCEPTED BY:

John Bunson
John Bunson, Member
Dixie Overland Construction, LLC

Date 8-1-2023

CITY OF MONROE
WATER TREATMENT PLANT IMPROVEMENTS
HIGH SERVICE CONTROL VAULT REPAIRS
PROJECT NO. 1120605

ATTACHMENT FOR CHANGE ORDER NO. 2

| ITEM NO. | DESCRIPTION OF ITEM | QUANTITY | UNIT | UNIT PRICE | DECREASE AMOUNT | INCREASE AMOUNT |
|----------|---|----------|----------|-------------|-----------------|-----------------|
| 4. | Construction Allowance (Original Bid Amount \$25,000.00 less this Change Order amount of \$25,000.00 leaves a Balance of \$0.00) | | JOB L.S. | \$25,000.00 | \$25,000.00 | |

TOTAL CHANGE ORDER AMOUNTS

\$25,000.00 **\$0.00**

THIS CHANGE ORDER RESULTS IN A NET DECREASE TO THE CONTRACT AMOUNT OF

(\$25,000.00)

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE CHANGE ORDER NO. TEN (10) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT BETWEEN THE CITY OF MONROE AND MAX FOOTE CONSTRUCTION COMPANY, LLC FOR AN INCREASE IN THE CONTRACT AMOUNT BY \$571,619.74 AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. Ten (10) between the City of Monroe and Max Foote Construction Company, LLC for an increase in the contract amount by \$571,619.74.

BE IT FURTHER RESOLVED that said Change Order No. Ten (10) is attached hereto and made a part hereof.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of August 2023.

CHAIRMAN

CITY CLERK



July 31, 2023

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

Re: Monroe WTP Renovation and Expansion Change Order Recommendation
Change Order 10
City PN 18WTR038, BMcD PN 110690

Dear Mr. McCallister:

Max Foote Construction Company submitted the following change requests.

- Additions to PA and Intercom System
- Caustic Pump Relocation and Pipe Changes
- ECN 017 HVAC Support Structure, Material Only
- ECN 018, Add Lintel for Masonry at Transfer Pipe Penetration
- DRP Masonry Downtime
- Add Lintel at Door Mark 437
- Reroute Raw Water Line - Entergy Site Conflict
- Aluminum Storefront at Multipurpose Room Drawing Discrepancy
- Aluminum Storefront at Second Floor
- Existing 4" Plant Water Reroute - Air Scour Pipe Conflict
- Additional Faucets at Laboratory Single Sinks
- Backwash Plant Water Piping Tie-In Alignment
- HVAC Support Structure Addition and Associated Roof Modifications

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

9400 Ward Parkway \ Kansas City, MO 64114
O 816-333-9400 \ F 816-333-3690 \ burnsacd.com



Morgan McCallister
City of Monroe
July 31, 2023
Page 2

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

Burns & McDonnell believes the changes to be appropriate and recommends City approval.

If you or your staff should have any questions, please feel free to contact me at (816) 743-4776 or at rdrain@burnsmcd.com.

Sincerely,

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

Rachel Drain, PE
Project Manager

JNW/JNW

Attachments -- Change Order 10, Change Requests

cc: Morgan McCallister, City of Monroe
Daren Johnson, City of Monroe
Sean Benton, City of Monroe
Arthur Holland, City of Monroe
Marvin Roberts, Burns & McDonnell
Jenny Warren, Burns & McDonnell



01/01/2015 Form CO-2

CHANGE ORDER 10
For Contract between Owner and Contractor

Project Name: Monroe WTP Renovation and Expansion BMcD Project No. 110690

Owner: City of Monroe Client Project No. 18WTR038

Contractor: Max Foote Construction Company, LLC Contract No. _____

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

1. Additions to PA and Intercom System – Addition of \$63,670.77 and 0 days.
2. Caustic Pump Relocation and Pipe Changes – Addition of \$12,756.00 and 0 days.
3. ECN 017 HVAC Support Structure, Material Only – Addition of \$99,797.00 and 0 days.
4. ECN 018 Add Lintel for Masonry at Transfer Pipe Penetration – Addition of \$7,448.67 and 0 days.
5. DRP Masonry Downtime – Addition of \$10,406.00 and 0 days.
6. Add Lintel at Door Mark 437 – Addition of \$975.95 and 0 days.
7. Reroute Raw Water Line - Entergy Site Conflict – Credit of \$10,301.00 and 0 days.
8. Aluminum Storefront at Multipurpose Room Drawing Discrepancy – Addition of \$934.00 and 0 days.
9. Aluminum Storefront at Second Floor – Addition of \$5,629.35 and 0 days.
10. Existing 4" Plant Water Reroute - Air Scour Pipe Conflict -- Addition of \$6,273.00 and 0 days.
11. Additional Faucets at Laboratory Single Sinks – Addition of \$821.00 and 0 days.
12. Backwash Plant Water Piping Tie-In Alignment – Addition of \$18,078.00 and 0 days.
13. HVAC Support Structure Addition and Associated Roof Modifications – Addition of \$355,131.00 and 0 days.

Attachments: Change Request Documentation

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

The revised Contract Price is:


| | |
|--|---------------------------|
| Original Contract Price | \$ 46,640,000.00 |
| Total net amount of all previous Change Orders | (+ or -). \$ 1,088,980.38 |
| Total net amount of all previous variable quantity adjustments | (+ or -). \$ 0 |
| Total net amount of this Change Order..... | (+ or -). \$ 571,619.74 |
| Current Contract Price, including this Change Order | \$ 48,300,600.12 |

The revised Contract Time is:

| | | | |
|---|--------------------|---------------------------|----------------------------|
| Original Completion Date(s) | 8/1/23 and 1/29/24 | Substantial Completion | Ready for Final Payment |
| Total net time adjustment* of all previous Change Orders(+ or -) | 64 | | 3/15/24 |
| Total net time adjustment* of this Change Order.....(+ or -) | 0 | | 64 |
| * Time adjustment is specified in: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days <input type="checkbox"/> Other | | | 0 |
| Current Completion Date(s), including this Change Order | 10/5/23 and 4/4/24 | | 5/19/24 |

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

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

| | |
|------------|--|
| OWNER | CONTRACTOR |
| _____ | Max Foote Construction |
| By _____ | By  |
| Date _____ | Date 7/31/2023 |

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

| | |
|--|-----------|
| By  | Date |
| _____ | 7/31/2023 |

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 PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$637,500.00 FOR US HIGHWAY 165 SOUTH; US HIGHWAY 165 BUSINESS ROUTE CONNECTOR PHASE 1, PLANNING AND CONSTRUCTION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City approved the filing of US Highway 165 South: US Highway 165 Business Route Connector Phase 1 Planning and Construction Project application to State Capital Outlay;

WHEREAS, the City was awarded a total of \$2,550,000.00 from Capital Outlay funding for the US 165 South; US Highway 165 Business Route Connector Phase 1, Planning and Construction Project; and

WHEREAS, the City has committed \$637,500.00 in funds for the local match.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe through Mayor Friday Ellis is hereby authorized to execute any necessary documentation for the local match commitment to the US 165 South; US Highway 165 Business Route Connector Phase 1, Planning and Construction Project.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CITY CLERK

CHAIRMAN

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 PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$1,260,000.00 FOR BOOKER T. WASHINGTON STORMWATER SYSTEM EVALUATION AND UPGRADES, PLANNING AND CONSTRUCTION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City approved the filing of the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction application to State Capital Outlay:

WHEREAS, the City was awarded a total of \$5,040,000.00 from Capital Outlay funding for the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction; and

WHEREAS, the City has committed \$1,260,000.00 in funds for the local match.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe through Mayor Friday Ellis is hereby authorized to execute any necessary documentation for the local match commitment to the Booker T. Washington Stormwater System Evaluation and Upgrades Planning and Construction.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CITY CLERK

CHAIRMAN

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 PROVIDE MATCHING FUNDS IN THE AMOUNT OF \$1,250,000.00 FOR I-20 SOUTH FRONTAGE ROAD DRAINAGE IMPROVEMENTS, PLANNING, DESIGN, RIGHTS-OF-WAYS, UTILITIES AND CONSTRUCTION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City approved the filing of I-20 South Frontage Road Drainage Improvements, Planning, Design, Rights-of-Ways, Utilities and Construction application to State Capital Outlay;

WHEREAS, the City was awarded a total of \$5,000,000.00 from Capital Outlay funding for the I-20 South Frontage Road Drainage Improvements, Planning, Design, Rights-of-Ways, Utilities and Construction; and

WHEREAS, the City has committed \$1,250,000.00 in funds for the local match.

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe through Mayor Friday Ellis is hereby authorized to execute any necessary documentation for the local match commitment to the I-20 South Frontage Road Drainage Improvements, Planning, Design, Rights-of-Ways, Utilities and Construction Project.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AND AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE AMENDMENT NO. ONE (1) TO THE CONTRACT FOR ENGINEERING AND RELATED SERVICES BETWEEN THE CITY OF MONROE AND VOLKERT, INC. RELATED TO THE WEST PARKVIEW STORM DRAIN PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and Denmon Engineering Company Inc. entered into a contract (“original contract”) on December 2, 2019, for engineering and related services for the West Parkview Storm Drain Project. Volkert, Inc has since taken over for Denmon Engineering Company Inc and the City desires to assign the contract entered into on December 2, 2019, for the West Parkview Storm Drain Project to Volkert, Inc. with all terms and conditions in the original contract to remain except as outlined in the attached document;

WHEREAS, Amendment No. 1 to the Contract for Engineering and Related Services for the West Parkview Storm Drain Project is needed for an H&H Study;

WHEREAS, Amendment No. 1 also outlines the \$60,669.00 decrease in the contract price; and

WHEREAS, said Assignment and Amendment No. 1 is attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Monroe, in legal and regular session convened, that the December 2, 2019 Contract for Engineering and Related Services for the West Parkview Storm Drain Project is hereby assigned to Volkert, Inc. and that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute Assignment and Amendment Number 1 to the Contract for Engineering and Related Services for the West Parkview Storm Drain Project between the City of Monroe and Volkert, Inc.

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

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of August 2023.

CITY CLERK

CHAIRMAN



CITY OF MONROE

ADMINISTRATION
Purchasing / Warehouse

1014 Grammont Street
Monroe, LA 71201
office: 318-329-2222
fax: 318-329-3282

MEMO

TO: Carolus Riley, Council Clerk

CC: Stacey Rowell, Director of Administration
Curt Kelly, Director of Purchasing
Morgan McCallister, P.E., City Engineer

Date: August 22, 2023

The City of Monroe Engineering Department is requesting authorization for an authorized City representative to advertise for bids for the Forsythe Tennis Improvements Project. The engineer's estimate is \$5,657,396.00. The DBE goal is _____% and the source of funds are the Capital Infrastructure, CVB Funds, and _____.

Sincerely,

A handwritten signature in black ink that reads "Curt Kelly".

Curt Kelly
Director of Purchasing



O R D I N A N C E

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

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

WHEREAS, a petition has been filed by **Oaks Church/Steve Hall** for the annexation of ±4.0-acres, requesting that the City Council extend and enlarge the boundaries of the City of Monroe, Louisiana, to include said property within said boundaries, and

WHEREAS, the legal description of these properties is:

Legal Description: 4 acres in the north ½ Section 3, Township North Range 4 East, from the northeast corner of Section 3, south 2,489.37', west 1,668.22', north 600', west 1,056.06', to the center of Woolsey Road, north along the center road 1,139.46' to the south line of I-20, east along the south side of the highway, 30' to the POINT OF BEGINNING; east along the south highway 417.42', south 417.42', south 417.42' to the west side of Woolsey Road, north along the road 417.42' to the POINT OF BEGINNING.

APPLICANT: Oaks Church/Steve Hall (ANX 101-23)

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

WHEREAS, Oaks Church/Steve Hall would like to have access to the City of Monroe's water and sewer services, and

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

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the boundaries of the City of Monroe be, and they are hereby extended and enlarged to include therein, the ±4.0-acre tract previously described:

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission, recommending approval, on a 5-0-1 vote.

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

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

This ordinance was INTRODUCED on the 22nd of August 2023.
NOTICE PUBLISHED on the _____ day of _____ 2023,

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2022.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE PLANNING COMMISSION

August 7, 2022

City Hall

Monroe, Louisiana

RE: ANX 101-23

APPLICANT: Oaks Church/Steve Hall

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mr. Charles Scott

I move that the Planning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area are sufficient to justify the above request for Annexation of a 4.0-acre tract of land, more or less. The property currently has no zoning classification but will be zoned under a separate application. The property is located at 5800 Frontage Road. The commission recommends this application be approved.

There was a majority vote of 5-0-1 for approval by the Planning Commission.

**City of Monroe
Planning Commission**

CASE NO.: ANX 101-23
NAME OF APPLICANT: Oaks Church/Steve Hall
SITE ADDRESS: 5800 Frontage Road
COUNCIL DISTRICT: 3 (once annexed)

REQUEST: The applicant wishes to annex an approximately ±4-acre tract of land into the City Limits of Monroe, located at 5800 Frontage Road.

SIZE OF PROPERTY: ±4-acre, more or less

PRESENT ZONING: Presently the property is located within the Parish and does not have a designated zoning classification. The applicant has a separate application to rezone the property to B-3 (General Business/Commercial) District.

PRESENT USE: Existing vacant church building

MOST NEARLY BOUNDED BY (STREETS): North of Parker Road, south of Frontage Road, east of Garrett Road and east of Woolsey Road

SURROUNDING LAND USES: The surrounding land use consists of multi-family residential and houses of worship to the west, with various commercial properties to the north, south and west directions in all directions.

ADVERSE INFLUENCES: The business will increase in traffic in the area on specific days.

POSITIVE INFLUENCES:

COMPREHENSIVE PLAN: Yes

COMMENTS/RECOMMENDATIONS:

Oaks Church currently owns the property in question and wishes to annex a 4-acre tract of land, in order to tie into the City of Monroe's sewer and water services, for fire protection. This request will allow the applicant to renovate and upgrade the fire sprinkler that will be added to the existing building. This property abuts the Monroe City Limit line to the east and west sides. There is a separate application on the agenda to zone the property, as it is in the parish and does not currently have a zoning designation. The property is requested to be zoned to the B-3

(General Business/Commercial) District, which allows for a house of worship, (small) use, by a Conditional Use (Major) request, which will be submitted for Planning Commission review on August 28, 2023.

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

OPTIONS:

Approve the applicant's request to annex a ±4-acre tract of land into the City, as presented.

Deny the applicant's request to annex ±4-acre tract of land into the City, as presented.

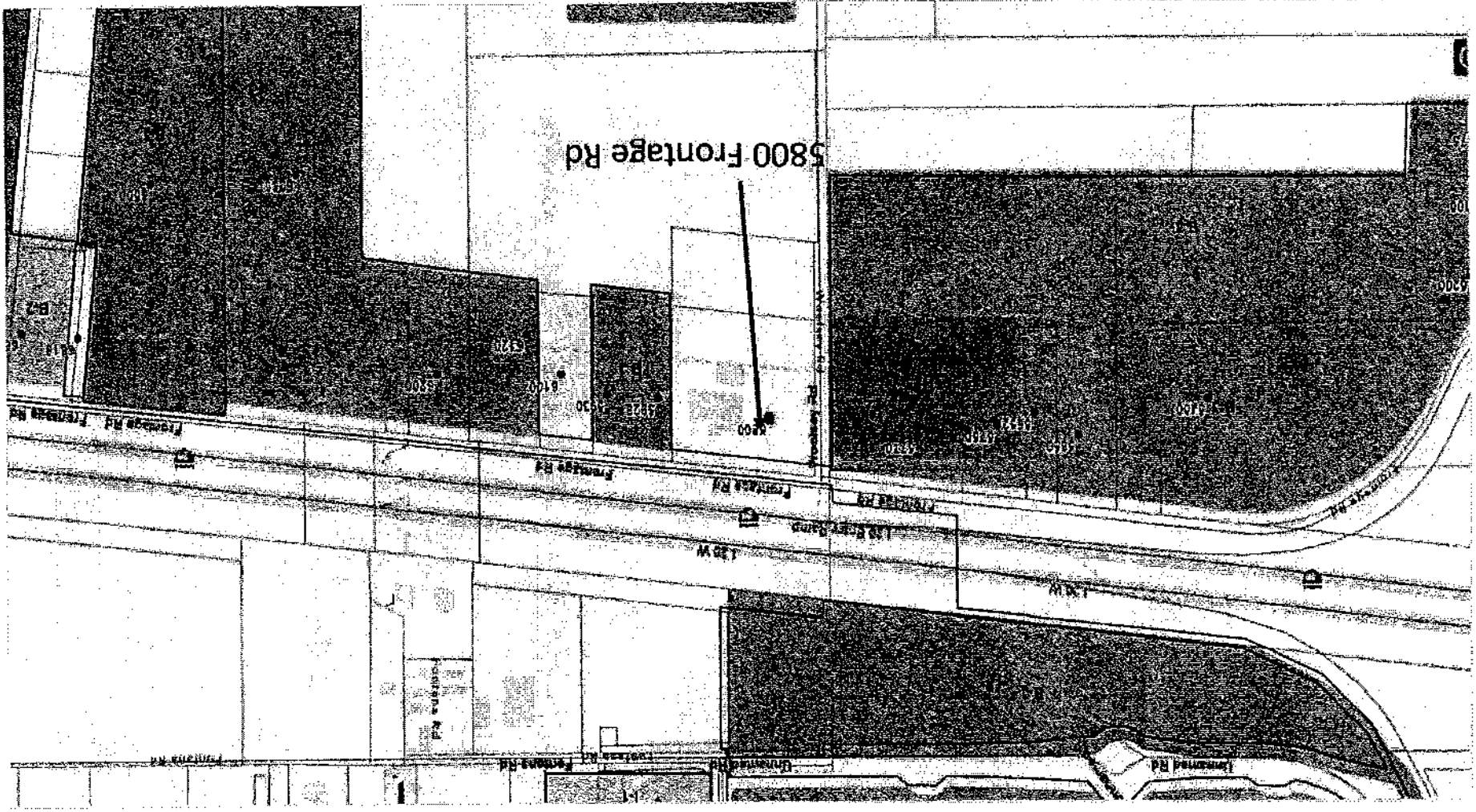
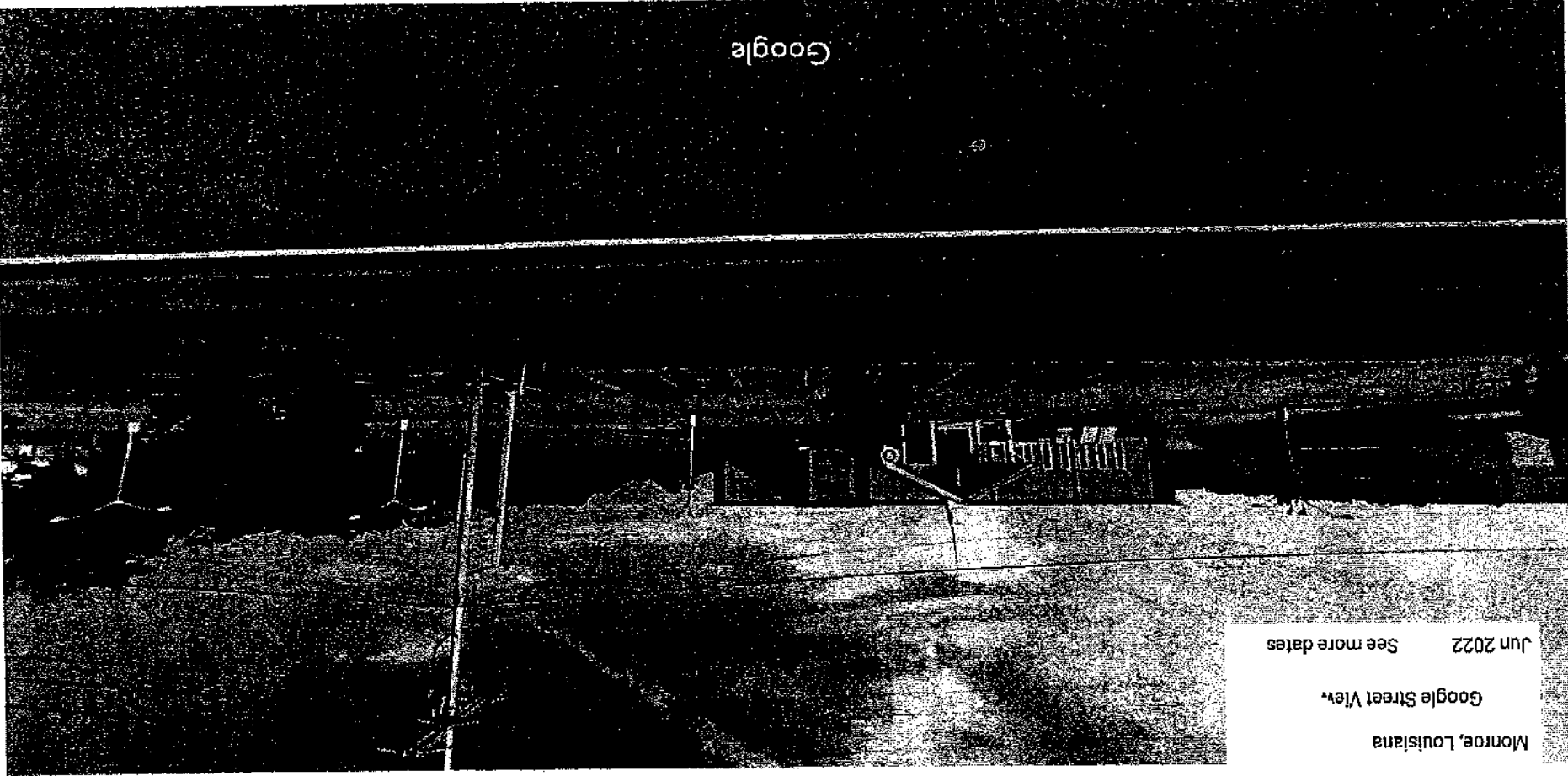


IMAGE SHOWING LOCATION OF SITE AND ZONING

Google Maps 5928 Frontage Rd



Monroe, Louisiana

Google Street View

Jun 2022

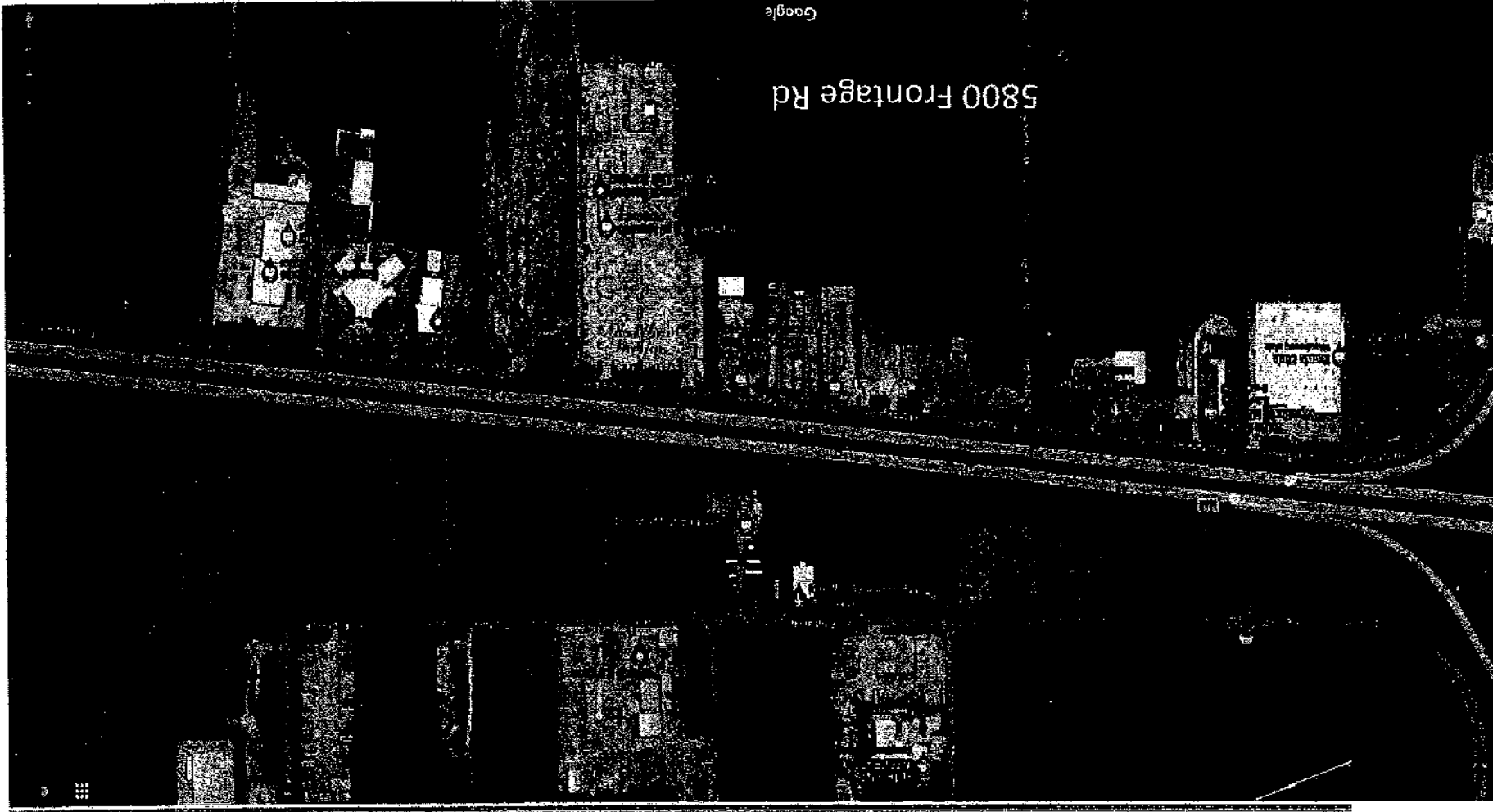
[See more dates](#)

Google

Image capture: Jun 2022 © 2023 Google

Banner Ford of M





AERIAL IMAGE OF THE SITE

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 7, 2023

City Hall

Monroe, Louisiana

RE: CUP 110-23

APPLICANT: Cloud Busters Vape LLC/Joey Mathfahi

MOTIONED BY: Mr. Jott Delcambre

SECONDED BY: Mr. Jamin Hail

I move that the Monroe Planning Commission advise the City Council that after Public Hearing the Commission finds that changing conditions in the area are sufficient to justify the request for a Conditional Use (Major) to allow alcohol beverage sales, off-premises at 2404 Old Sterlington Road and recommends the application be approved.

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

City of Monroe
Planning Commission

CASE NO.: CUP 110-23
NAME OF APPLICANT: Cloud Busters Vape LLC/Joey Mafhahi
ADDRESS OF PROPERTY: 2404 Old Sterlington Road
COUNCIL DISTRICT: 2

REQUEST: A Major Conditional Use Permit (CUP) to allow the applicant to operate off-premises alcohol beverage sales, in the B-3 (General Business/Commercial) District. The property is located at 2404 Old Sterlington Road.

PURPOSE OF REQUEST: The purpose of the request is to allow the applicant to sell *daiquiris to-go* for an existing neighborhood retail business (Joey's Stop and Go).

SIZE OF PROPERTY: 2.70-acres (more or less)

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

PRESENT USE: Existing convenience store within a strip center

MOST NEARLY BOUNDED BY (STREETS): North of Warhawk Way, south of Old Sterlington Road and east of Bon Aire Drive

SURROUNDING LAND USES: The surrounding land use consists of several multi-family residential properties and mini-warehouse units to the south and the Poly Processing industrial facility to the northwest.

ADVERSE INFLUENCES: Increase in traffic for the area.

POSITIVE INFLUENCES: Retail sales will generate taxes for the city.

COMMENTS/RECOMMENDATIONS: The applicant is requesting to sell *daiquiris to-go* for an alcohol beverage sale, off-premises for an existing convenience store. Approximately fifteen (15) parking spaces provided on-site for the business. This store does not have gas sales or a drive-thru for this location.

The applicant has obtained a certificate of occupancy for a vape shop and has an occupational license and tobacco license for this location.

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

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

OPTIONS:

Approve the applicant's request as presented.

Approve the applicant's request with conditions.

Deny the applicant's request as presented.

Major and Minor Conditional Use Criteria

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

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

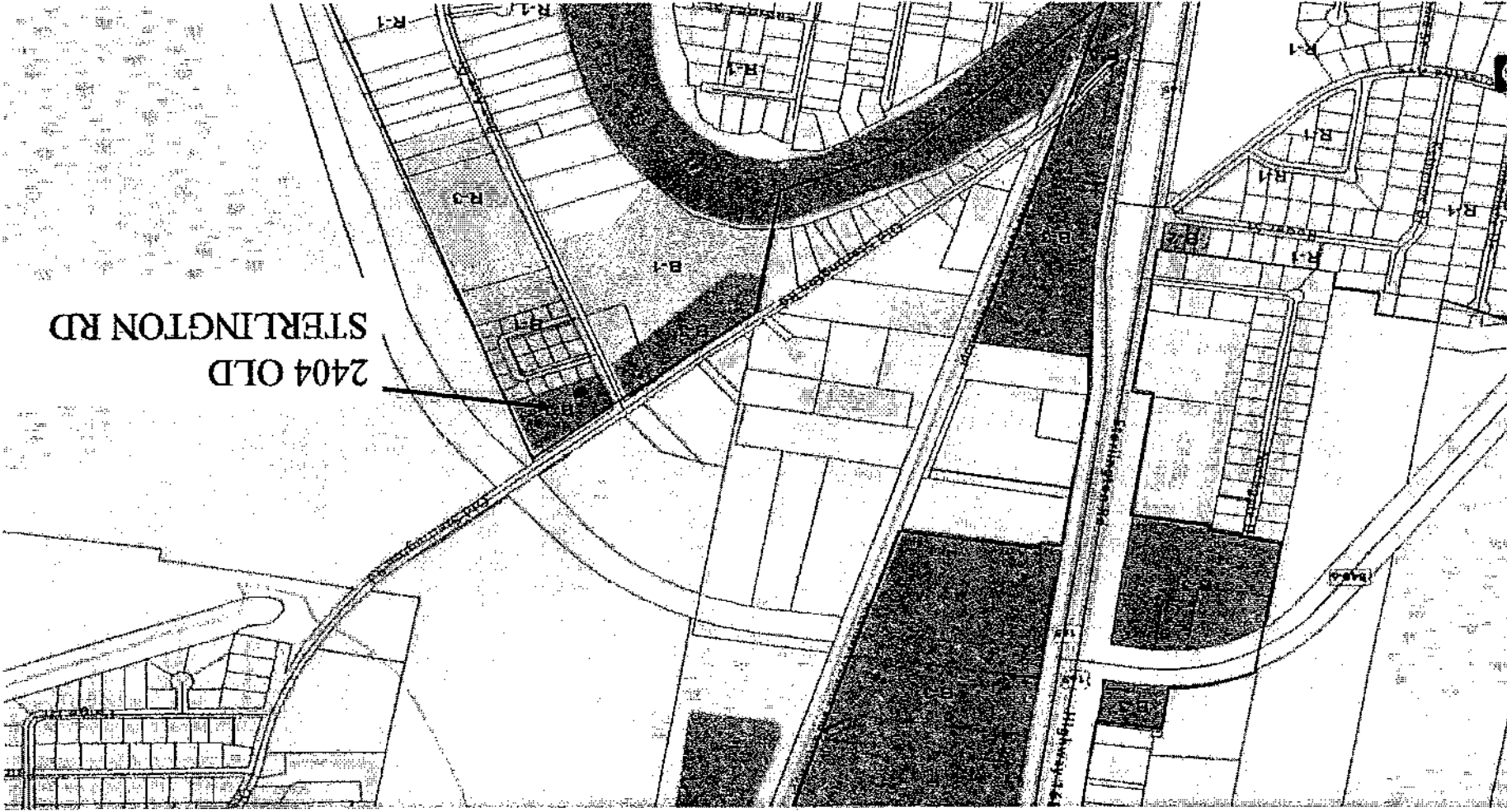
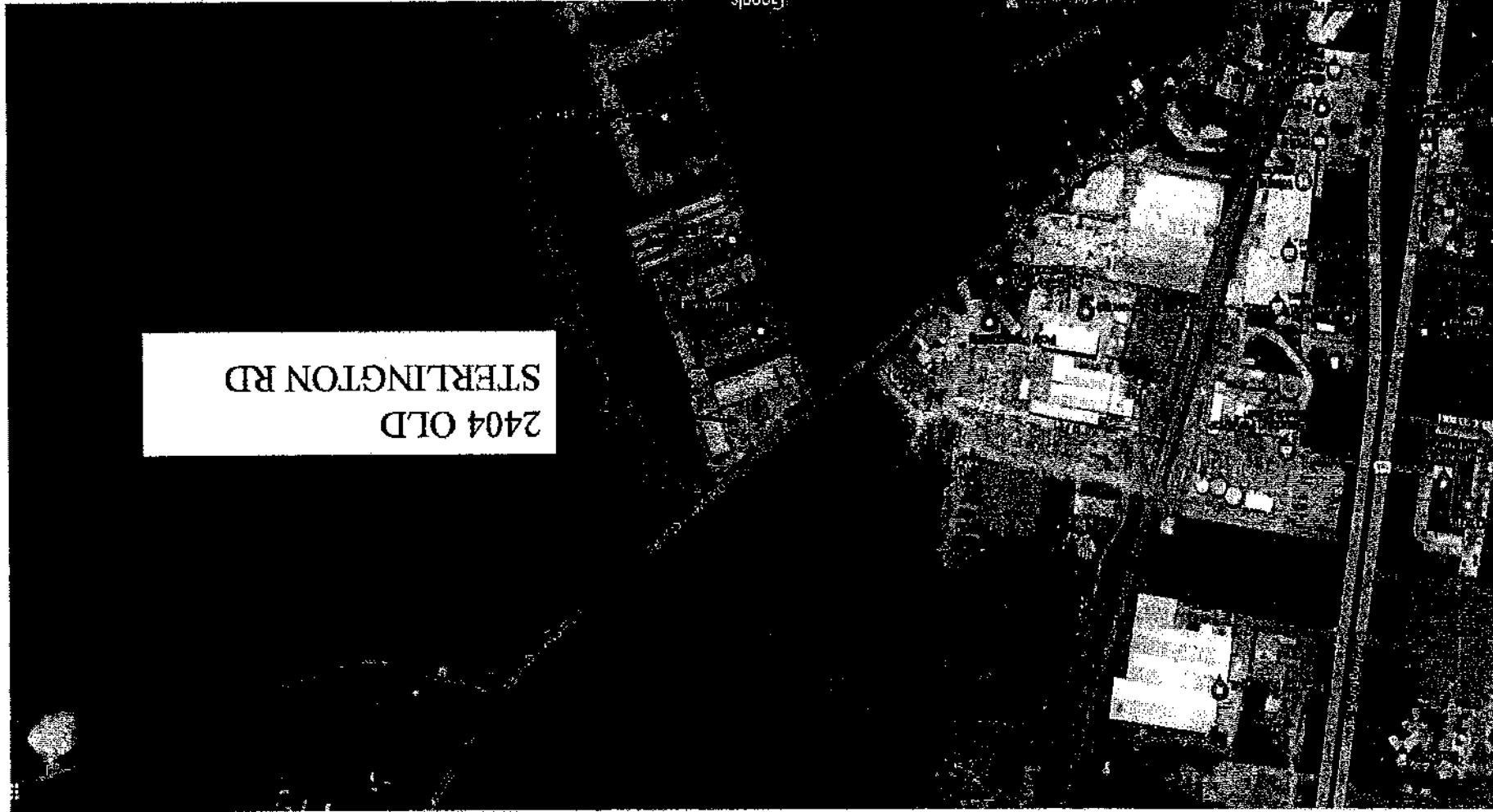


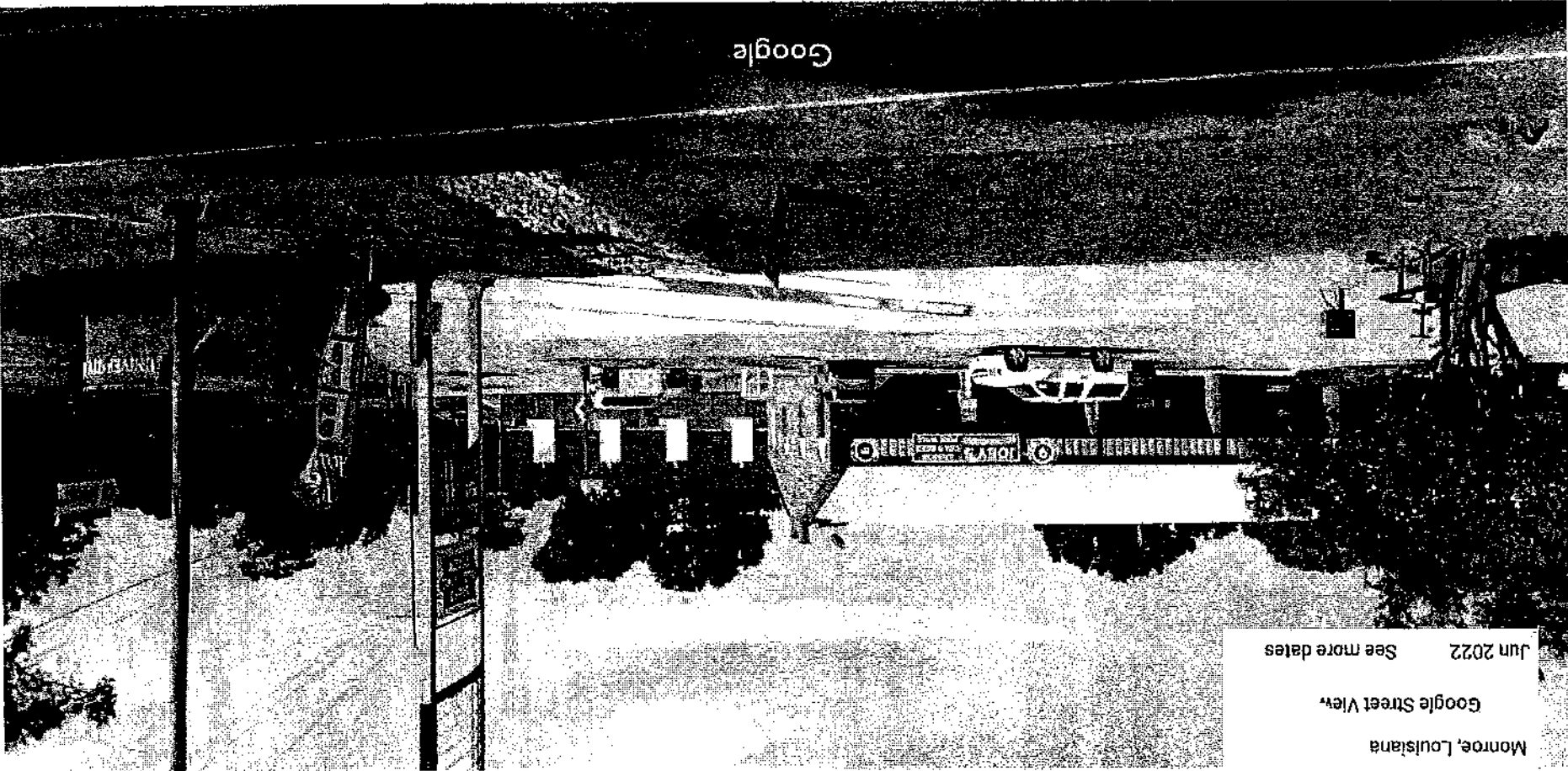
IMAGE SHOWING LOCATION OF SITE AND ZONING

AERIAL VIEW OF THE SITE



2404 OLD
STERLINGTON RD

Google Maps 2400 Old Sterlington Rd



Monroe, Louisiana
 Google Street View
 Jun 2022 [See more dates](#)

Beverage
 Poly Processing
 Winston
 Baton Rouge

image capture: Jun 2022 © 2023 Google

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**AN ORDINANCE TO AMEND THE ZONING MAP FOR THE CITY OF MONROE,
LOUISIANA AND PROVIDING FURTHER WITH RESPECT THERETO:**

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

An amendment to the Zoning Map to rezone a ±4.0-acre tract of land, more or
less, from being in Ouachita Parish to the B-3 (General Business/Commercial) District,
for a house of worship, at 5800 Frontage Road.

APPLICANT: Oaks Church/Steve Hall (MA 105-23)

WHEREAS, the City Council has further considered the report of the Monroe
Planning Commission recommending **approval**, on a 5-0-1 majority vote. The applicant
wishes to operate a house of worship. The Open Space (Open Space) District is not the
appropriate zoning district for the applicant to development the property for commercial
use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal
session convened that the Zoning Map of the City of Monroe and the boundaries thereof
which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning
Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the
same are hereby amended to zone the ±4.0-acre described to the B-3 (General
Business/Commercial) District as shown on the map which is attached hereto and made a
part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was **INTRODUCED** on the 22nd day of August 2023.

NOTICE PUBLISHED on the _____ day of _____ 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2023.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

August 7, 2023 City Hall Monroe, Louisiana

RE: MA 105-23 APPLICANT: Oaks Church/Steve Hall
 MOTIONED BY: Mr. Jamin Hall
 SECONDED BY: Rev. Tegitra Thomas

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area are sufficient to justify the above request to rezone a 4.0-acre tract of land, more or less, from the O-L (Open Land) District to the B-3 (General Business/Commercial) District. This property is located at 5800 Frontage Road. The commission recommends this application be approved.

The vote by the Monroe Planning Commission was 5-0-1 for approval.

**City of Monroe
Planning Commission**

Case No.: MA 105-23
Name of Applicant: Oaks Church/Steve Hall
Address of Property: 5800 Frontage Road
Size of Property: ±4-acres
Present Zoning: Ouachita Parish
Proposed Zoning: B-3 (General Business/Commercial) District
Council District: 3
Future Land Use: Highway Commercial Mixed-Use
Consistent to the Comprehensive Plan: Yes

REQUEST: This is a request to zone 5800 Millhaven Road from the being in Ouachita Parish to the B-3 (General Business/Commercial) District.

PRESENT USE: Existing vacant church building

MOST NEARLY BOUNDED BY (STREETS): The property is located north of Parker Road, south of Frontage Road and east of Woolsey Road

SURROUNDING LAND USES: The surrounding land use consists of commercial businesses, including Sam's Wholesale to the west, Harley Davidson Motorcycles, Hope's Camper Corner and Banner Ford to the east.

ADVERSE INFLUENCES: This business can increase traffic in the area on specific days.

POSITIVE INFLUENCES:

**COMMENTS/
RECOMMENDATIONS:**

The City of Monroe would like to zone a 4-acre tract of land from the being in Ouachita Parish to the B-3 (General Business/Commercial) District. The purpose of the request will allow the applicant to operate a house of worship (small) for religious purposes. The property at 5800 Frontage Road is currently a vacant church building. The B-3 (General Business/Commercial) District will be the most appropriate zoning classification for the proposed commercial use.

The Oaks Church wishes to gain access to tie into the City of Monroe's utilities for water and sewer services. The church would like to renovate to install a fire sprinkler system into the existing building on-site.

The applicant has also submitted a request for annexation of an approximately 4-acre tract of land into the city limits of Monroe. The application will be reviewed on August 7, 2023. The decision will be based upon the acceptance or denial of this zoning request.

The **Future Land Use Classification** for this area is **Highway Commercial Urban Mixed-Use**. This area will typically be planned to accommodate more intensive uses near the highway with office/commercial and retail uses along the I-20 spine along the edge of the City of Monroe. This request is consistent with the comprehensive plan.

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

- a. The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- d. The site is appropriate for the development allowed in the proposed district.
- e. There are substantial reasons why the property cannot be used according to existing zoning.
- f. Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.
- g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

Effect of Denial

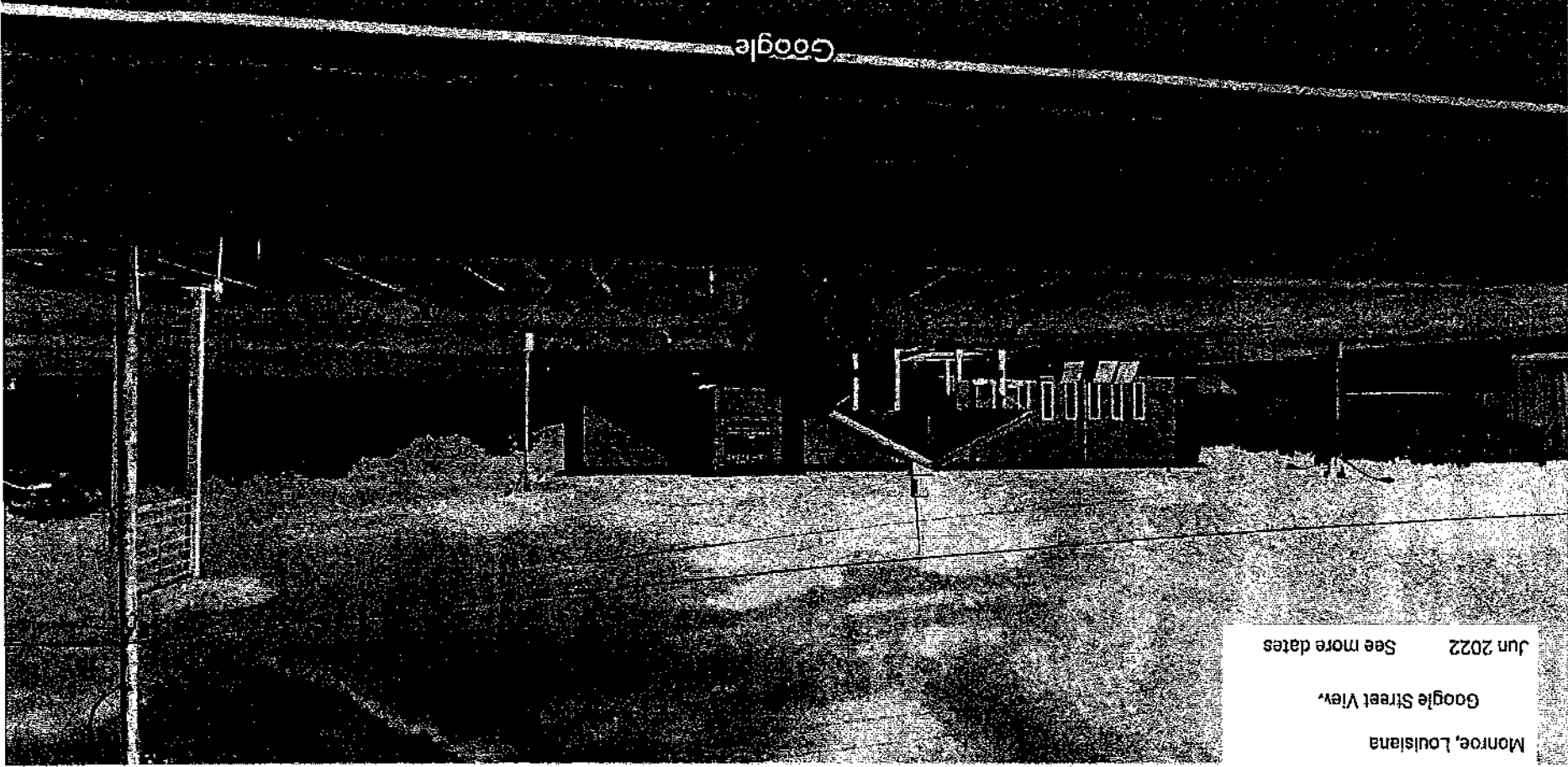
The denial of a map amendment application shall ban the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.

Google Maps 5928 Frontage Rd



Jun 2022 See more dates

Google Street View

Monroe, Louisiana

image capture: Jun 2022 © 2023 Google

Myndham Monroe
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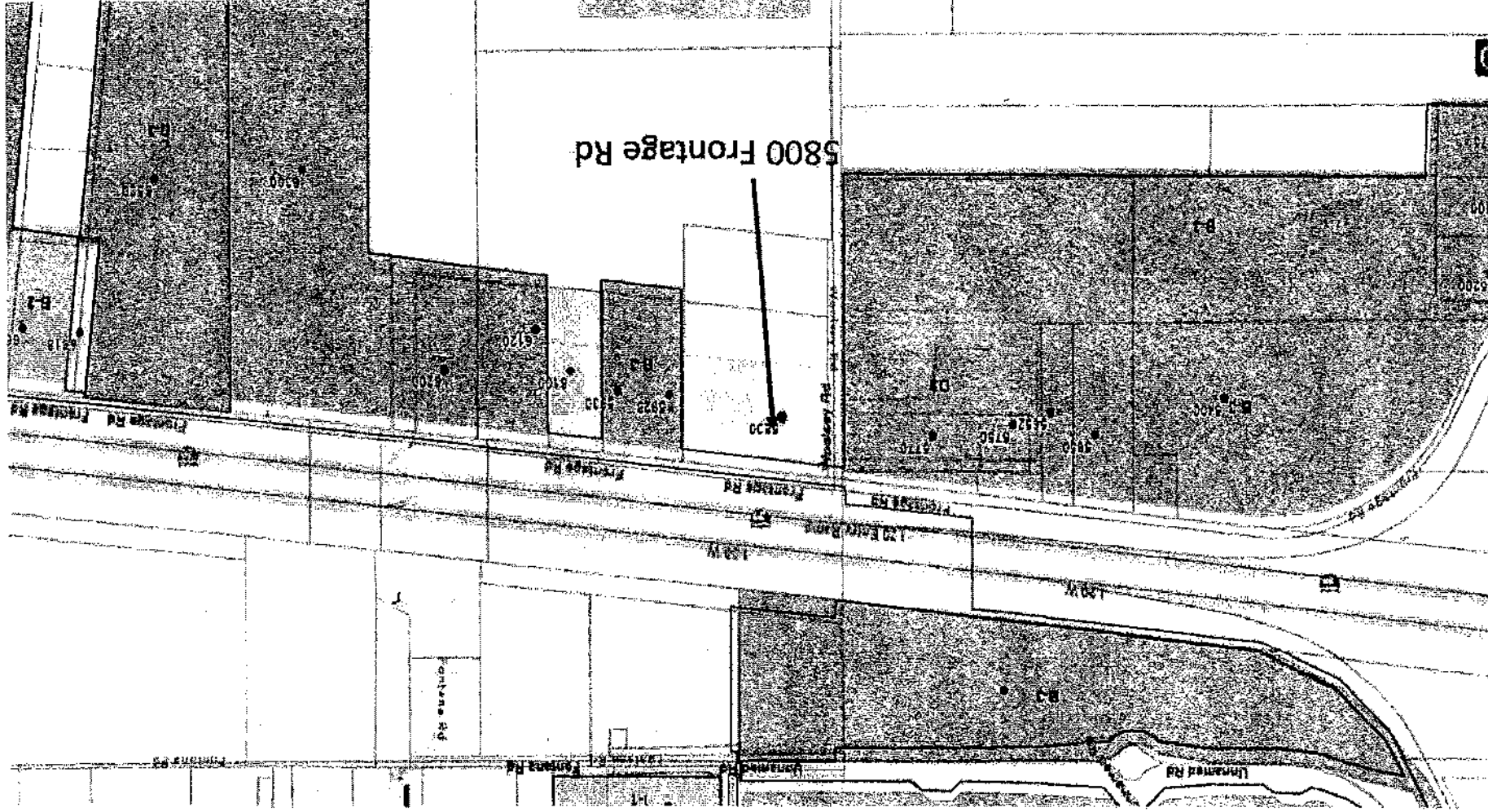


IMAGE SHOWING LOCATION OF SITE AND ZONING

8/3/23, 11:08 AM

5928 Frontage Rd - Google Maps

Google Maps 5928 Frontage Rd



Monroe, Louisiana

Google Street View

Jun 2022

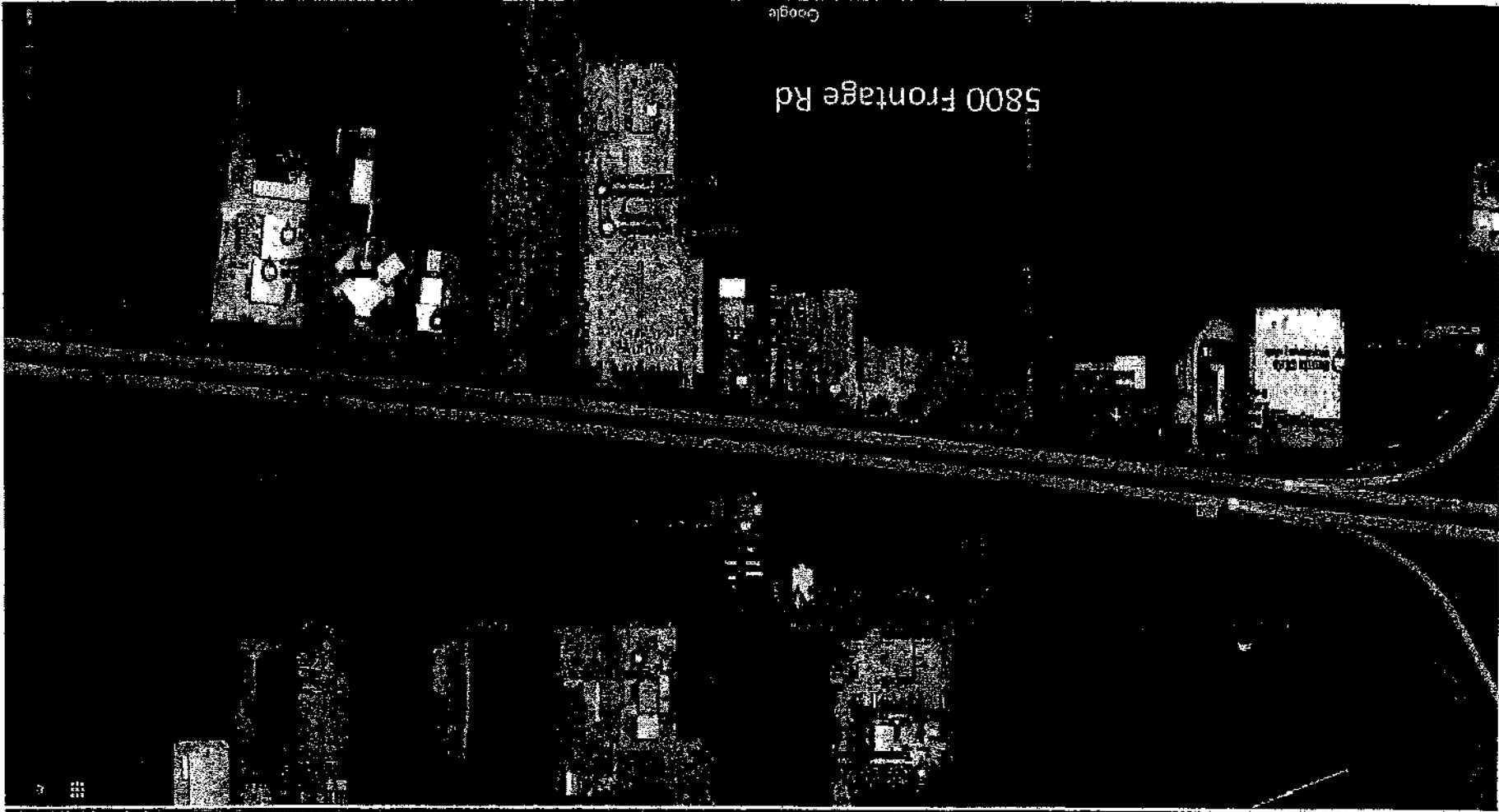
See more dates

Image capture: Jun 2022 © 2023 Google



Banner Ford of M

https://www.google.com/maps/@32.493403,-92.0459773,3a,83.1y,187.81h,80.7t/data=!3m1!1e3!1s13m4!1sR57xv8Ceuu6cJyAcDQEA12e0711638418181927entry=itu



AERIAL IMAGE OF THE SITE

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 APPROVING A PROPOSED ADMINISTRATIVE REORGANIZATION AND AMENDING THE CITY OF MONROE CHARTER TO PROVIDE FOR THE REORGANIZATION OF THE ENGINEERING AND PLANNING AND URBAN DEVELOPMENT DEPARTMENTS AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Mayor Friday Ellis has submitted "Proposed Administrative Reorganization" to the City Council under Section 4-11 of the City of Monroe Charter;

WHEREAS, Mayor Ellis proposes to reallocate the Planning and Urban Development Director's functions, powers, and duties specified in Sections 4-08(B)(5) and (6) to the City Engineer in an effort to streamline and centralize the planning and review process for businesses and developers, eliminate the inherent delays in cross-department reviews, and to make the City more responsive to the needs of citizens, contractors, developers, and businesses who are investing in our community;

WHEREAS, as part of this reorganization, the Planning and Zoning Division and Inspection Division, including all their employees and equipment, will be reassigned to the Engineering Department and report to the City Engineer.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the "Proposed Administrative Reorganization" submitted by Mayor Ellis is hereby approved;

BE IT FURTHER ORDAINED that, pursuant to the Proposed Administrative Reorganization, the powers, functions, and duties contained in City of Monroe Charter Sections 4-07(B) and 4-08(B) are hereby amended, reallocated, restated, and re-enacted as follows:

Section 4-07. - Engineering Services Department.

A. The head of the Engineering Services Department shall be the city engineer. The city engineer, at the time of appointment, shall be a graduate registered professional engineer with at least three (3) years' related experience in a responsible engineering position.

B. The city engineer shall direct and be responsible for the following activities:

- (1) Engineering services, including traffic engineering, for all City departments, offices and agencies.
- (2) Mapping and surveying.
- (3) Custody and maintenance of all maps, plats, surveys and as built drawings of public facilities.
- (4) Inspections, licensing and permit issuance in conjunction with the enforcement of zoning ordinances and building and other technical codes.
- (5) Maintenance of the City map and zoning district map.
- (6) Other such activities as may be directed by the mayor.

Section 4-08. - Planning and Urban Development.

A. The head of the Planning and Urban Development Department shall be the planning and urban development director. The planning and urban development director, at the time of appointment, shall have at least a bachelor's degree in planning, architecture or

public administration with a planning major and at least five (5) years' experience in a responsible planning position.

B. The planning and urban development director shall direct and be responsible for the following activities:

- (1) Conduct of basic surveys and studies concerning the development of coordinated City resources and facilities plans.
- (2) Preparation, updating and continuous revision of all community development plans and proposals.
- (3) Planning, coordination and administration of all activities of the City related to the work of various public and private agencies concerned with housing programs.
- (4) Preparation of all intergovernmental grant applications on behalf of the City and informing City departments, offices and agencies of all relevant local, state and federal assistance programs.
- (5) Administration and operation of all urban renewal programs of the City including supervision of all contract construction work related to federally funded urban renewal projects.
- (6) Other such activities as may be directed by the mayor.

This Ordinance was introduced on the _____ day of _____, 2023.

Notice published on the _____ day of _____, 2023.

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 _____, 2023.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING AND ADJUSTING THE CITY OF MONROE OPERATING BUDGET FOR THE FISCAL YEAR 2023-2024.

WHEREAS, Section 5-04 of the City Charter of the City of Monroe, Louisiana provides for supplementing and adjusting the Operating Budget of the City of Monroe; and

WHEREAS, Mayor Friday Ellis has presented to the City Council a Supplemental Budget of Revenues and Expenditures for amending and adjusting the Budget for the Fiscal Year 2023-2024.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, in legal session convened, that the 2023-2024 Operating Budget of the City of Monroe, Special Revenues and Enterprise Funds be and are hereby amended and adjusted as attached hereto and made a part hereof.

This Ordinance was **INTRODUCED** on the ____ day of _____, 2023.
NOTICE PUBLISHED on _____, _____, and _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ____ day of _____, 2023.

CITY CLERK _____

CHAIRMAN

MAYOR'S APPROVAL _____

MAYOR'S VETO _____

| CITY OF MONROE | | Department/Division | | | Planning & Urban Development-Inspections | | |
|--|---------------------------|-------------------------|---------------------------------------|---------------------|--|------------------|--|
| BUDGET AMENDMENT REQUEST | | Fund | | 1000-5000-3502 | | | |
| | | Budget Revision # | | | | | |
| Account Number | Account Name | Current Approved Budget | YTD Actual Expenses Plus Encumbrances | Current YTD Balance | Change Requested (+ incr/-decr) | Proposed Amended | |
| REVENUES (Increases in fees, etc. require prior approval by council) | | | | | | | |
| 1000-0000-3502 | 5061.001 | 233,081.00 | 54,080.07 | 179,000.93 | (233,081.00) | - | |
| | BUILDING PERMITS | | | | | | |
| 1000-0000-3502 | 5061.002 | 13,714.00 | - | 13,714.00 | (13,714.00) | - | |
| | SEWER PERMITS & INSPECT | | | | | | |
| 1000-0000-3502 | 5061.003 | 51,333.00 | 8,555.00 | 42,778.00 | (51,333.00) | - | |
| | PLUMBING PERMITS & INSPEC | | | | | | |
| 1000-0000-3502 | 5061.004 | 52,635.00 | 19,851.40 | 32,783.60 | (52,635.00) | - | |
| | ELECTRICAL PERMITS & INSP | | | | | | |
| 1000-0000-3502 | 5061.005 | 5,545.00 | 1,120.00 | 4,425.00 | (5,545.00) | - | |
| | GAS PERMITS & INSPECTIONS | | | | | | |
| 1000-0000-3502 | 5061.006 | 24,862.00 | 3,767.82 | 21,094.18 | (24,862.00) | - | |
| | HEATING & A/C PERMITS | | | | | | |
| 1000-0000-3502 | 5061.008 | - | - | - | - | - | |
| | MOBILE SIGN PERMITS | | | | | | |
| 1000-0000-3502 | 5061.009 | 312.00 | 280.00 | 32.00 | (312.00) | - | |
| | OFF PREMISE SIGN PERMITS | | | | | | |
| 1000-0000-3502 | 5061.010 | 3,558.00 | 500.00 | 3,058.00 | (3,558.00) | - | |
| | CULVERT/DRAIN PROJ PERMIT | | | | | | |
| 1000-0000-3502 | 5061.011 | 9,508.00 | 869.80 | 8,638.20 | (9,508.00) | - | |
| | OTHER ENGINEERING PERMITS | | | | | | |
| 1000-0000-3502 | 5061.012 | - | - | - | - | - | |
| | UNREFUNDED BID DEPOSITS | | | | | | |
| 1000-0000-3502 | 5061.013 | 3,235.00 | 287.99 | 2,947.01 | (3,235.00) | - | |
| | STORM WATER PERMITS | | | | | | |
| | TOTAL | 397,783.00 | 89,312.08 | 308,470.92 | (397,783.00) | - | |
| EXPENDITURES | | | | | | | |
| 1000-5000-3502 | 6110.001 | 193,585.00 | 25,083.89 | 167,501.11 | (193,585.00) | - | |
| | SALARIES & WAGES -REGULAR | | | | | | |
| 1000-5000-3502 | 6210.001 | 14,483.00 | 2,940.23 | 11,542.77 | (14,483.00) | - | |
| | GROUP INSURANCE | | | | | | |
| 1000-5000-3502 | 6212.001 | 107.00 | 18.37 | 88.63 | (107.00) | - | |
| | GROUP TERM LIFE INSURANCE | | | | | | |
| 1000-5000-3502 | 6220.001 | 2,807.00 | 392.52 | 2,414.48 | (2,807.00) | - | |
| | PAYROLL TAXES | | | | | | |
| 1000-5000-3502 | 6230.001 | 57,108.00 | 7,578.68 | 49,529.32 | (57,108.00) | - | |
| | PENSION | | | | | | |
| 1000-5000-3502 | 6240.001 | 2,000.00 | 250.00 | 1,750.00 | (2,000.00) | - | |
| | EDUCATION & TRAINING | | | | | | |
| 1000-5000-3502 | 6320.009 | 10,000.00 | 1,300.00 | 8,700.00 | (10,000.00) | - | |
| | CONTRACTED SERVICES | | | | | | |
| 1000-5000-3502 | 6338.001 | 150.00 | 111.75 | 38.25 | (150.00) | - | |
| | PRE-EMPLOYMENT COST | | | | | | |
| 1000-5000-3502 | 6430.001 | 3,500.00 | 8.00 | 3,492.00 | (3,500.00) | - | |
| | REPAIRS & MAINTENANCE | | | | | | |
| 1000-5000-3502 | 6440.001 | 9,200.00 | 3,119.88 | 6,080.12 | (9,200.00) | - | |
| | LEASES AND RENTALS | | | | | | |
| 1000-5000-3502 | 6530.001 | 6,000.00 | 1,222.61 | 4,777.39 | (6,000.00) | - | |
| | COMMUNICATION | | | | | | |
| 1000-5000-3502 | 6560.001 | 3,000.00 | - | 3,000.00 | (3,000.00) | - | |
| | TRAVEL | | | | | | |
| 1000-5000-3502 | 6590.001 | 1,500.00 | - | 1,500.00 | (1,500.00) | - | |
| | DUES, MEMBERSHIPS, & SUBS | | | | | | |
| 1000-5000-3502 | 6600.001 | 3,000.00 | 260.12 | 2,739.88 | (3,000.00) | - | |
| | SUPPLIES | | | | | | |
| 1000-5000-3502 | 6626.001 | 5,400.00 | 200.34 | 5,199.66 | (5,400.00) | - | |
| | GAS, OIL, & OTHER VEH EXP | | | | | | |
| | TOTAL | 311,840 | 43,486 | 268,354 | (311,840) | - | |
| | NET CHANGE | 85,943 | 45,826 | 40,117 | (85,943) | - | |
| JUSTIFICATION: | | | | | | | |
| Reallocating funds following the reorganization of these divisions to Engineering. | | | | | | | |
| APPROVALS | | | | | | | |
| | Department Head | | | Date | | | |
| | Director of Accounting | | | Date | | | |
| | Budget Officer | | | Date | | | |
| | Mayor | | | Date | | | |

CITY OF MONROE

Department/Division **Engineering-Inspections**

BUDGET AMENDMENT REQUEST

Fund **1000-4500-3402**

| Account Number | Account Name | Current Approved Budget | Budget Revision # | | Current YTD Balance | Change Requested (+ incr/-decr) | Proposed Amended |
|---|---------------------------|-------------------------|-------------------|--------------|---------------------|---------------------------------|-------------------|
| | | | YTD Actual | Encumbrances | | | |
| REVENUES (Increases in fees, etc. require prior approval by council) | | | | | | | |
| 1000-0000-3402-5061.001 | BUILDING PERMITS | - | - | - | - | 233,081.00 | 233,081.00 |
| 1000-0000-3402-5061.002 | SEWER PERMITS & INSPECT | - | - | - | - | 13,714.00 | 13,714.00 |
| 1000-0000-3402-5061.003 | PLUMBING PERMITS & INSPEC | - | - | - | - | 51,333.00 | 51,333.00 |
| 1000-0000-3402-5061.004 | ELECTRICAL PERMITS & INSP | - | - | - | - | 52,635.00 | 52,635.00 |
| 1000-0000-3402-5061.005 | GAS PERMITS & INSPECTIONS | - | - | - | - | 5,545.00 | 5,545.00 |
| 1000-0000-3402-5061.006 | HEATING & A C PERMITS | - | - | - | - | 24,862.00 | 24,862.00 |
| 1000-0000-3402-5061.008 | MOBILE SIGN PERMITS | - | - | - | - | - | - |
| 1000-0000-3402-5061.009 | OFF PREMISE SIGN PERMITS | - | - | - | - | 312.00 | 312.00 |
| 1000-0000-3402-5061.010 | CULVERT/DRAIN PROJ PERMIT | - | - | - | - | 3,558.00 | 3,558.00 |
| 1000-0000-3402-5061.011 | OTHER ENGINEERING PERMITS | - | - | - | - | 9,508.00 | 9,508.00 |
| 1000-0000-3402-5061.012 | UNREFUNDED BID DEPOSITS | - | - | - | - | - | - |
| 1000-0000-3402-5061.013 | STORM WATER PERMITS | - | - | - | - | 3,235.00 | 3,235.00 |
| TOTAL | | - | - | - | - | 397,783.00 | 397,783.00 |
| EXPENDITURES | | | | | | | |
| 1000-4500-3402-6110.001 | SALARIES & WAGES -REGULAR | - | - | - | - | 193,585.00 | 193,585.00 |
| 1000-4500-3402-6210.001 | GROUP INSURANCE | - | - | - | - | 14,483.00 | 14,483.00 |
| 1000-4500-3402-6212.001 | GROUP TERM LIFE INSURANCE | - | - | - | - | 107.00 | 107.00 |
| 1000-4500-3402-6220.001 | PAYROLL TAXES | - | - | - | - | 2,807.00 | 2,807.00 |
| 1000-4500-3402-6230.001 | PENSION | - | - | - | - | 57,108.00 | 57,108.00 |
| 1000-4500-3402-6240.001 | EDUCATION & TRAINING | - | - | - | - | 2,000.00 | 2,000.00 |
| 1000-4500-3402-6320.009 | CONTRACTED SERVICES | - | - | - | - | 10,000.00 | 10,000.00 |
| 1000-4500-3402-6338.001 | PRE-EMPLOYMENT COST | - | - | - | - | 150.00 | 150.00 |
| 1000-4500-3402-6430.001 | REPAIRS & MAINTENANCE | - | - | - | - | 3,500.00 | 3,500.00 |
| 1000-4500-3402-6440.001 | LEASES AND RENTALS | - | - | - | - | 9,200.00 | 9,200.00 |
| 1000-4500-3402-6530.001 | COMMUNICATION | - | - | - | - | 6,000.00 | 6,000.00 |
| 1000-4500-3402-6580.001 | TRAVEL | - | - | - | - | 3,000.00 | 3,000.00 |
| 1000-4500-3402-6590.001 | DUES, MEMBERSHIPS, & SUBS | - | - | - | - | 1,500.00 | 1,500.00 |
| 1000-4500-3402-6600.001 | SUPPLIES | - | - | - | - | 3,000.00 | 3,000.00 |
| 1000-4500-3402-6626.001 | GAS, OIL, & OTHER VEH EXP | - | - | - | - | 5,400.00 | 5,400.00 |
| TOTAL | | - | - | - | - | 311,840 | 311,840 |
| NET CHANGE | | - | - | - | - | 85,943 | 85,943 |

JUSTIFICATION:

Reallocating funds following the reorganization of these divisions to Engineering.

APPROVALS

Department Head _____ Date _____

Director of Accounting _____ Date _____

Budget Officer _____ Date _____

Mayor _____ Date _____

CITY OF MONROE

BUDGET AMENDMENT REQUEST

Budget Revision #

| Account Number | Account Name | Current Approved Budget | YTD Actual Expenses Plus Encumbrances | Current YTD Balance | Change Requested (+ incr/-decr) | Proposed Amended |
|---------------------|--|-------------------------|---------------------------------------|---------------------|---------------------------------|------------------|
| 1000-0000-3501 | REVENUES (Increases in fees, etc. require prior approval by council) | 61,958.00 | 15,175.00 | 46,783 | (61,958.00) | - |
| 5212.001 | ZONING INCOME | | | | | - |
| TOTAL | | 61,958.00 | 15,175.00 | | (61,958.00) | - |
| EXPENDITURES | | | | | | |
| 1000-5000-3501 | 6110.001 SALARIES & WAGES -REGULAR | 180,253.00 | \$26088.27 | 154,164.73 | (180,253.00) | - |
| 1000-5000-3501 | 6210.001 GROUP INSURANCE | 23,075.00 | \$5966.69 | 17,108.31 | (23,075.00) | - |
| 1000-5000-3501 | 6212.001 GROUP TERM LIFE INSURANCE | 175.00 | \$27.42 | 147.58 | (175.00) | - |
| 1000-5000-3501 | 6220.001 PAYROLL TAXES | 2,614.00 | \$351.18 | 2,262.82 | (2,614.00) | - |
| 1000-5000-3501 | 6230.001 PENSION | 63,175.00 | \$7696.08 | 45,478.92 | (53,175.00) | - |
| 1000-5000-3501 | 6240.001 EDUCATION & TRAINING | 1,600.00 | \$0.00 | 1,500.00 | (1,500.00) | - |
| 1000-5000-3501 | 6270.001 CAR ALLOWANCES | 3,600.00 | \$0.00 | 3,600.00 | (3,600.00) | - |
| 1000-5000-3501 | 6338.001 PRE-EMPLOYMENT COST | 150.00 | \$43.00 | 107.00 | (150.00) | - |
| 1000-5000-3501 | 6430.001 REPAIRS & MAINTENANCE | 500.00 | \$219.00 | 281.00 | (500.00) | - |
| 1000-5000-3501 | 6440.001 LEASES AND RENTALS | 4,500.00 | \$1083.71 | 3,416.29 | (4,500.00) | - |
| 1000-5000-3501 | 6530.001 COMMUNICATION | 1,700.00 | \$490.15 | 1,209.85 | (1,700.00) | - |
| 1000-5000-3501 | 6540.001 ADVERTISING | 2,000.00 | \$1391.28 | 608.72 | (2,000.00) | - |
| 1000-5000-3501 | 6550.001 PRINTING | 1,500.00 | \$0.00 | 1,500.00 | (1,500.00) | - |
| 1000-5000-3501 | 6560.001 TRAVEL | 3,850.00 | \$0.00 | 3,850.00 | (3,850.00) | - |
| 1000-5000-3501 | 6590.001 DUES, MEMBERSHIPS, & SUBS | 1,250.00 | \$0.00 | 1,250.00 | (1,250.00) | - |
| 1000-5000-3501 | 6600.001 SUPPLIES | 2,000.00 | \$379.47 | 1,620.53 | (2,000.00) | - |
| 1000-5000-3501 | 6626.001 GAS, OIL, & OTHER VEH EXP | 500.00 | \$0.00 | 500.00 | (500.00) | - |
| TOTAL | | 282,342 | 43,736 | 238,606 | (282,342) | - |
| NET CHANGE | | (220,384) | (28,561) | (238,606) | 220,384 | - |

JUSTIFICATION:

Reallocating funds following the reorganization of these divisions to Engineering.

APPROVALS

Department Head _____ Date _____

Director of Accounting _____ Date _____

Budget Officer _____ Date _____

Mayor _____ Date _____

CITY OF MONROE

Department/Division

Engineering Planning & Zoning

BUDGET AMENDMENT REQUEST

Fund

1000-4500-3403

| Account Number | Account Name | Current Approved Budget | YTD Actual Expenses Plus Encumbrances | Current YTD Balance | Change Requested (+ incr/-decr) | Proposed Amended |
|---|------------------------------------|-------------------------|---------------------------------------|---------------------|---------------------------------|------------------|
| | | | | | | |
| REVENUES (Increases in fees, etc. require prior approval by council) | | | | | | |
| 1000-0000-3403 | 5212.001 ZONING INCOME | 61,958.00 | 15,175.00 | 46,783 | (61,958.00) | - |
| TOTAL | | | | | | |
| | | 61,958.00 | 15,175.00 | | (61,958.00) | - |
| EXPENDIURES | | | | | | |
| 1000-4500-3403 | 6110.001 SALARIES & WAGES -REGULAR | - | - | - | 180,253.00 | 180,253.00 |
| 1000-4500-3403 | 6210.001 GROUP INSURANCE | - | - | - | 23,075.00 | 23,075.00 |
| 1000-4500-3403 | 6212.001 GROUP TERM LIFE INSURANCE | - | - | - | 175.00 | 175.00 |
| 1000-4500-3403 | 6220.001 PAYROLL TAXES | - | - | - | 2,614.00 | 2,614.00 |
| 1000-4500-3403 | 6230.001 PENSION | - | - | - | 53,175.00 | 53,175.00 |
| 1000-4500-3403 | 6240.001 EDUCATION & TRAINING | - | - | - | 1,500.00 | 1,500.00 |
| 1000-4500-3403 | 6270.001 CAR ALLOWANCES | - | - | - | 3,600.00 | 3,600.00 |
| 1000-4500-3403 | 6338.001 PRE-EMPLOYMENT COST | - | - | - | 150.00 | 150.00 |
| 1000-4500-3403 | 6430.001 REPAIRS & MAINTENANCE | - | - | - | 500.00 | 500.00 |
| 1000-4500-3403 | 6440.001 LEASES AND RENTALS | - | - | - | 4,500.00 | 4,500.00 |
| 1000-4500-3403 | 6550.001 COMMUNICATION | - | - | - | 1,700.00 | 1,700.00 |
| 1000-4500-3403 | 6540.001 ADVERTISING | - | - | - | 2,000.00 | 2,000.00 |
| 1000-4500-3403 | 6550.001 PRINTING | - | - | - | 1,500.00 | 1,500.00 |
| 1000-4500-3403 | 6580.001 TRAVEL | - | - | - | 3,850.00 | 3,850.00 |
| 1000-4500-3403 | 6590.001 DUES, MEMBERSHIPS, & SUBS | - | - | - | 1,250.00 | 1,250.00 |
| 1000-4500-3403 | 6600.001 SUPPLIES | - | - | - | 2,000.00 | 2,000.00 |
| 1000-4500-3403 | 6626.001 GAS, OIL, & OTHER VEH EXP | - | - | - | 500.00 | 500.00 |
| TOTAL | | | | | | |
| | | 61,958 | 15,175 | | 282,342 | 282,342 |
| NET CHANGE | | | | | (344,300) | (282,342) |

JUSTIFICATION:

Reallocating funds following the reorganization of these divisions to Engineering.

APPROVALS

Department Head _____ Date _____

Director of Accounting _____ Date _____

Budget Officer _____ Date _____

Mayor _____ Date _____

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE TO AMEND THE ZONING MAP FOR THE CITY OF MONROE, LOUISIANA AND PROVIDING FURTHER WITH RESPECT THERETO:

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

An amendment to the Zoning Map to rezone a ±1.70-acre tract of land, more or less, from the C (Campus) District to the B-3 (General Business/Commercial) District, to allow the applicant to construct a transit passenger terminal, at 1502 DeSiard Street.

Lot 1 of the Subdivision of Tract 3 of Conner Realty Corp. Property

APPLICANT: City of Monroe (MA 104-23)

WHEREAS, the City Council has further considered the report of the Monroe Planning Commission recommending approval, on a 4-0-1 majority vote. The applicant wishes to use the properties to construct a transit passenger terminal. The C (Campus) District is not the appropriate zoning district for the applicant to develop the property for commercial use.

NOW, THEREFORE:

BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened that the Zoning Map of the City of Monroe and the boundaries thereof which map is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and which map shown the Zoning Districts and Boundaries thereof, be and the same are hereby amended to rezone the ±1.70-acre described to B-3 (General Business/Commercial) District as shown on the map which is attached hereto and made a part thereof and which is adopted as the new Zoning Map of the City of Monroe.

This ordinance was INTRODUCED on the 25th day of July 2023.

NOTICE PUBLISHED on the _____ day of _____ 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2023.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

PUBLIC HEARING

CITY OF MONROE ZONING COMMISSION

July 10, 2023

City Hall

Monroe, Louisiana

RE: MA 104-23

APPLICANT: City of Monroe

MOTIONED BY: Mr. Jamin Hall

SECONDED BY: Mrs. Pamela Hill

I move that the Zoning Commission advise the City Council that after Public Hearing, the Commission finds that changing conditions in the area *are* sufficient to justify the above request to rezone a 1.70-acre tract of land, more or less, from the C (Campus) District to the B-3 (General Business/Commercial) District. This property is located at 1502 DeSiard Street. The commission recommends this application be approved.

The vote by the Monroe Planning Commission was 4-0-1 for approval.

**City of Monroe
Planning Commission**

Case No.: MA 10⁴p-23
Name of Applicant: City of Monroe
Address of Property: 1502 DeSiard Street
Size of Property: ±1.70-acres
Present Zoning: C (Campus) District
Proposed Zoning: B-3 (General Business/Commercial) District
Council District: 3
Future Land Use: Urban Mixed-Use
Consistent to the Comprehensive Plan: No

REQUEST: This is a request to rezone 1502 DeSiard Street from the C (Campus) District to the B-3 (General Business/Commercial) District.

PRESENT USE: Vacant land

MOST NEARLY BOUNDED BY (STREETS):

The property is located north of Grammont Street, south of DeSiard Street, east of the Union Pacific Railroad tracks and west of the North 18th Street Overpass

SURROUNDING LAND USES: The surrounding land use consists of single family residential to the west; the Ouachita Parish Health Unit to the south and James Machine Works to the north.

ADVERSE INFLUENCES: Commercial-development-car-increase traffic in the area. *None*

POSITIVE INFLUENCES: The change in zoning will spur commercial development that will help increase tax revenue.

COMMENTS/RECOMMENDATIONS:

The City of Monroe would like to rezone one (1) property from the C (Campus) District to the B-3 (General Business/Commercial) District. The purpose of the request will allow the applicant to be develop and utilize the properties for commercial purposes. The present C (Campus) District does not allow for transit passenger terminals to operate within the district.

The property included in this request are as follows: 1502 DeSiard Street, that is currently vacant. The B-3 (General Business/Commercial) District will be the most appropriate zoning classification for the proposed commercial use.

The **Future Land Use Classification** for this area is ~~Urban~~ **Mixed-Use**. These areas are typically accommodate residential uses and commercial uses and would include residential densities at 20 unit per acre. This land can lend its capabilities for development within the City. This request is consistent with the comprehensive plan.

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

- a. The proposed map amendment is consistent with the pertinent elements of the City of Monroe Comprehensive Plan and any other adopted plans.
- b. The proposed map amendment is consistent with the adjacent zoning classifications and uses.
- c. The proposed map amendment will reinforce the existing or planned character of the neighborhood and the City.
- d. The site is appropriate for the development allowed in the proposed district.
- e. There are substantial reasons why the property cannot be used according to existing zoning.
- f. Public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply, storm water management, police and fire are adequate for the development allowed in the proposed district.
- g. The map amendment will not substantially or permanently injure the appropriate use of adjacent conforming properties.

Effect of Denial

The denial of a map amendment application shall bar the subsequent application for the same or similar use at the same location for a period of twelve (12) months.

OPTIONS:

Approve the applicant's request as presented.

Deny the applicant's request as presented.



**RESUBDIVISION OF LOTS 1, 2 & 7
OF THE SUBDIVISION OF TRACT 3 OF
CONNER HEALTH CORP. PROPERTY**

SECTION 27-1-4-4
QUINTANA ROO, MEXICO
MAY 19, 1984
LAW OFFICE OF J. RAYMOND HERRERA, P.C.

PRELIMINARY
THIS PLAN IS A PRELIMINARY PLAN AND IS NOT A FINAL PLAN. IT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE APPLICABLE AGENCIES. THE APPLICABLE AGENCIES ARE THE CITY OF PHOENIX, THE MARICOPA COUNTY SUPERVISORS, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

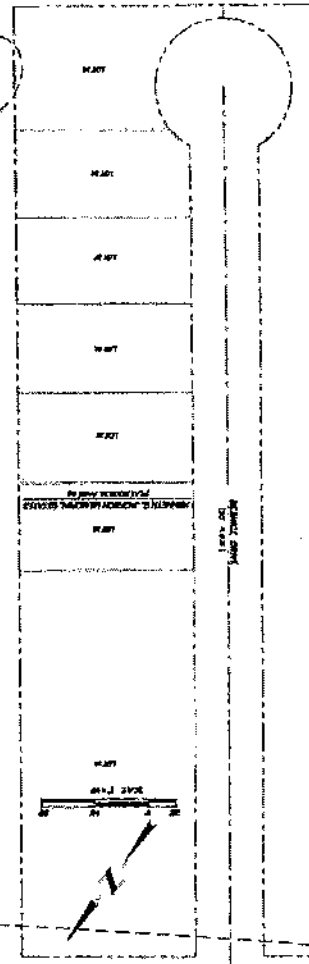
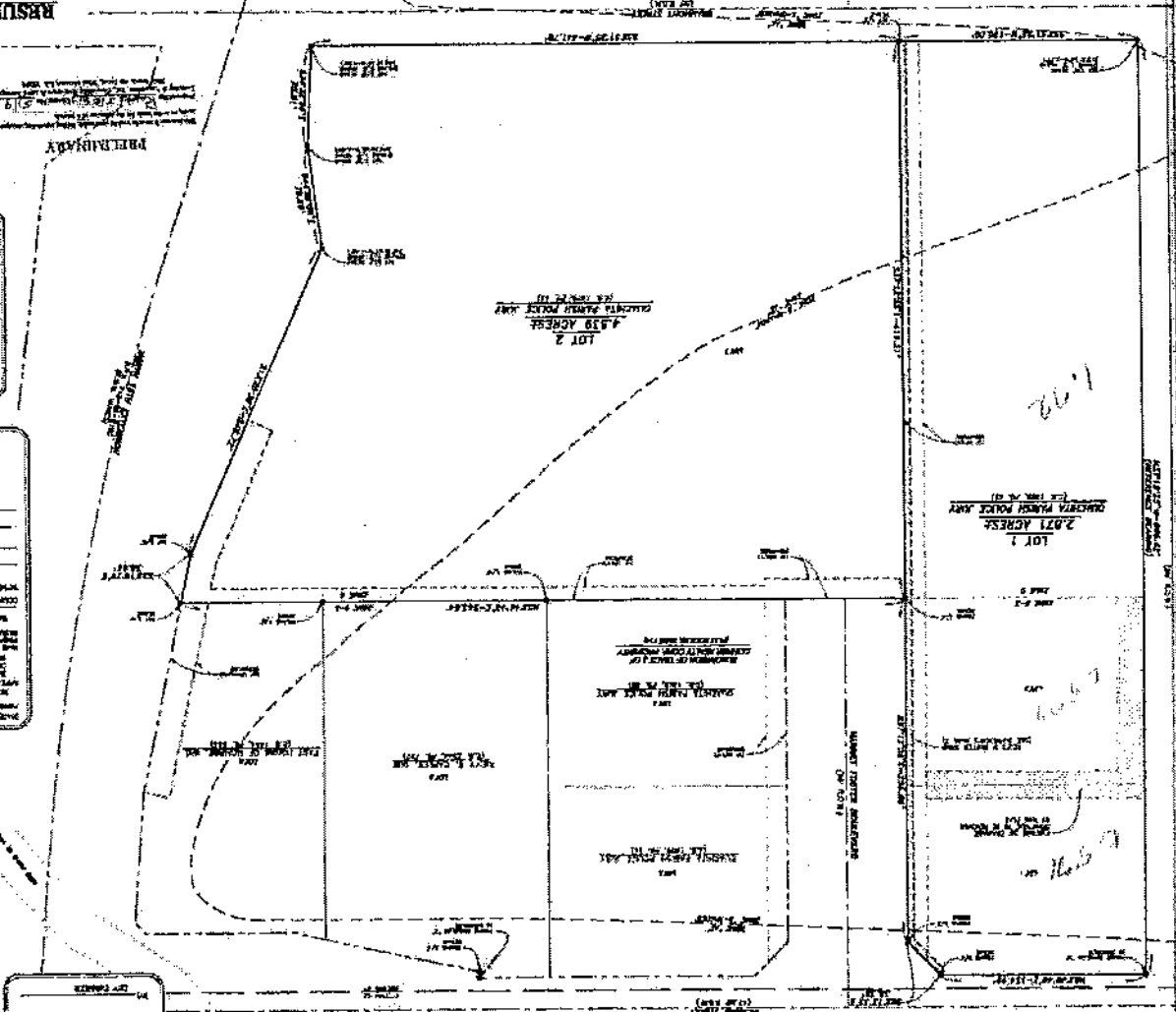
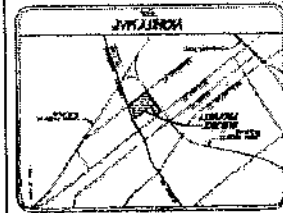
| AREA | AREA | AREA | AREA | AREA | AREA |
|------|------|------|------|------|------|
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LEGAL NOTES
1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT A FINAL PLAN. IT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE APPLICABLE AGENCIES. THE APPLICABLE AGENCIES ARE THE CITY OF PHOENIX, THE MARICOPA COUNTY SUPERVISORS, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

GENERAL NOTES
1. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
2. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.

DEED RECORDS
1. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.
2. THE LOTS SHOWN ON THIS PLAN ARE SUBJECT TO THE EASEMENTS AND ENCUMBRANCES SHOWN THEREON.

LEGEND
1. LOT 1
2. LOT 2
3. LOT 7



NOTICE
THIS PLAN IS A PRELIMINARY PLAN AND IS NOT A FINAL PLAN. IT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE APPLICABLE AGENCIES. THE APPLICABLE AGENCIES ARE THE CITY OF PHOENIX, THE MARICOPA COUNTY SUPERVISORS, AND THE ARIZONA DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

| AREA | AREA | AREA | AREA | AREA | AREA |
|------|------|------|------|------|------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

LEGEND
1. LOT 1
2. LOT 2
3. LOT 7

Quachita Parish

Assessors Office

Stephanie Smith, Assessor



1 inch = 205 feet

Date Created: 7/6/2023
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www.actDataScout.com

Via DataScout OnMap

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

ORDINANCE

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

AN ORDINANCE AMENDING ORDINANCE NOS. 12,103 AND 12,136 TO CORRECT THE ANNEXED BOUNDARIES OF LOVE'S TRAVEL STOP, PROVIDING FOR THE RECORDATION OF THE ENTIRE BOUNDARY AS AMENDED, ESTABLISHING THE EFFECTIVE DATE THEREOF, AND PROVIDING FURTHER WITH RESPECT THERETO:

WHEREAS, in January 2022, Love's Travel Stops & Country Stores, Inc. ("Love's") filed a Petition for Annexation (ANX 100-22) and Map Amendment Application to annex certain property into the City of Monroe city limits;

WHEREAS, the Petition for Annexation identified a parcel of property, comprising roughly ±23.867 acres, to be annexed, but due to a clerical error in the application, the annexed parcel was incorrectly identified as ±12 acres;

WHEREAS, in March 2022, through Ordinance No. 12,103, City Council approved the annexation of the referenced property but, referring to the incorrect application, only approved the "annexation of ±12 acres";

WHEREAS, in August 2022, through Ordinance No. 12,136, City Council approved an ordinance which effectively amended Ordinance No. 12,103 by correcting the amount of acreage to be included in the annexation and referencing the legal description for the property to-be-annexed, but due to a clerical error, portions of the legal description pertaining to the referenced parcel were omitted or incorrectly transcribed from the legal description;

WHEREAS, due to the clerical error, the incorrect legal descriptions were included in Ordinance 12,136, which re-annexed the property into the city limits;

WHEREAS, Love's and the City of Monroe intended to fully annex the identified parcel into the city limits;

WHEREAS, the previous formalities for annexation were followed, Council has determined that the annexation is in best interest of the City of Monroe, and Council approved the annexation of this property in Ordinance Nos. 12,103 and 12,136; and

WHEREAS, amending Ordinance Nos. 12,103 and 12,136 to correct the legal description of the property will serve the interests of the City and Love's and permit the proper annexation of the property;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the legal description and acreages in Ordinances Nos. 12,103 and 12,136 are hereby amended and restated as follows to include said property within the boundaries of the City of Monroe:

355 Highway 594

**A 23.867 ACRE TRACT SITUATED IN SECTION 6, T17N, R5E
OUACHITA PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being, lying and situated in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, being more particularly described as follows, to wit:

Beginning at a 1/2" diameter iron rod (found) marking the intersection of the western right of way line of Russell Sage Road with the northern right of way line of U. S. Interstate 20, said point bearing the State Plane Coordinate, Northing of 724,949.0401 and Easting of 3,437,855.2710, North American Datum of 1983, Louisiana North Zone (1701), US Survey Feet, said point also marking the **POINT OF BEGINNING** of the tract to be described;

Thence proceed South 26 degrees 43 minutes 53 seconds West, grid bearing, departing said western right of way line and along said northern right of way line, a distance of 72.77 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed in a southwesterly direction, along said northern right of way line, a distance of 70.92 feet along the arc of a curve concave to the north, having a radius of 110.00 feet and a chord that bears South 61 degrees 59 minutes 52 seconds West, a chord distance of 69.70 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 80 degrees 28 minutes 02 seconds West, along said northern right of way line, a distance of 99.63 feet to a 1/2" diameter iron rod (found);

thence turn left and proceed in a southwesterly direction, along said northern right of way line, a distance of 325.59 feet along the arc of a curve concave to the south, having a radius of 455.00 feet and a chord that bears South 59 degrees 58 minutes 02 seconds West, a chord distance of 318.69 feet to a 1/2" diameter iron rod (found);

thence turn left and proceed South 39 degrees 28 minutes 02 seconds West, along said northern right of way line, a distance of 340.24 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed in a southwesterly direction, along said northern right of way line, a distance of 333.04 feet along the arc of a curve concave to the northwest, having a radius of 650.00 feet and a chord that bears South 54 degrees 08 minutes 45 seconds West, a chord distance of 329.41 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed North 02 degrees 04 minutes 03 seconds East, departing said northern right of way line, a distance of 1,554.30 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 87 degrees 55 minutes 55 seconds East, a distance of 605.00 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 02 degrees 04 minutes 05 seconds West, a distance of 110.00 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed South 87 degrees 55 minutes 50 seconds East, a distance of 343.59 feet to the western right of way line of Russell Sage Road, said point being marked by a 5/8" diameter iron rod (set);

thence turn right and proceed in a southwesterly direction, along said western right of way line, a distance of 206.92 feet along the arc of a curve concave to the west, having a radius of 5,674.58 feet and a chord that bears South 00 degrees 59 minutes 54 seconds West, a chord distance of 206.90 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 05 degrees 23 minutes 11 seconds West, along said westerly right of way line, a distance of 338.91 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 05 degrees 28 minutes 02 seconds West, along said western right of way line, a distance of 136.13 feet to the **POINT OF BEGINNING**.

The above described tract contains 23.867 acres, (1,039,648 square feet), more or less, and is more particularly indicated on ALTA/NSPS Land Title Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 13292.

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

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

ORDINANCE INTRODUCED on the _____ day of _____, 2023.

NOTICE PUBLISHED on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2023.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING AN EQUIPMENT LEASE AGREEMENT WITH WELLS FARGO FINANCIAL LEASING, INC. FOR MOWING EQUIPMENT FOR CHENNAULT GOLF COURSE AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the City of Monroe has historically leased mowing equipment for the Chennault Golf Course and the current lease has expired and the City desires to enter into a lease agreement with Wells Fargo Financial Leasing, Inc. (“Wells Fargo”);

WHEREAS, the lease with Wells Fargo includes various mowing equipment for use at Chennault Park for upkeep up the grounds and particularly the golf course; and

WHEREAS, the City desires to lease the mowing equipment described in the attached documents and said funds have been budgeted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to execute a lease agreement with Wells Fargo Financial Leasing, Inc. and further authorizing Stacey Rowell to sign all documents necessary to accomplish the purposes of the lease agreement.

ORDINANCE INTRODUCED ON THE ___ day of _____, 2023.

NOTICE PUBLISHED on the ___ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___ day of _____, 2023.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

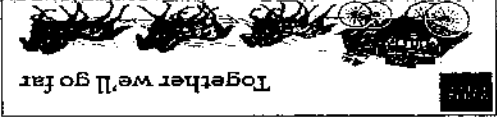
MAYOR'S VETO

Customer Name: Date:

| | |
|------------------|-----------|
| Lease Type: | FMV |
| Term: | 48 Months |
| Payment Options: | Monthly |

| Brand | Model & Title | Equipment Hours | Quantity | Per Unit Price | Amount Financed | Lease Payment |
|----------------|---------------------|-----------------|----------|----------------|----------------------|--------------------|
| John Deere | Z950R | <600 hrs/Yr | 1 | \$ 17,061.20 | \$ 17,061.20 | \$ 339.93 |
| John Deere | Z950R | <600 hrs/Yr | 2 | \$ 17,092.15 | \$ 34,184.30 | \$ 679.89 |
| John Deere | 1200A Rake | <600 hrs/Yr | 1 | \$ 18,902.44 | \$ 18,902.44 | \$ 364.02 |
| John Deere | Cutting Units | <600 hrs/Yr | 1 | \$ 8,895.84 | \$ 8,895.84 | \$ 175.74 |
| John Deere | TX Gator | NA | 2 | \$ 15,101.07 | \$ 30,202.14 | \$ 559.89 |
| John Deere | HPX815E | NA | 1 | \$ 19,909.18 | \$ 19,909.18 | \$ 257.85 |
| AgriMetrol | GR60E | <600 hrs/Yr | 1 | \$ 24,500.00 | \$ 24,500.00 | \$ 487.28 |
| Buffalo | K86 | <600 hrs/Yr | 1 | \$ 9,500.00 | \$ 9,500.00 | \$ 188.95 |
| Progressive | Prolex 120B | <600 hrs/Yr | 1 | \$ 26,500.00 | \$ 26,500.00 | \$ 527.06 |
| Dakota | 410 | <600 hrs/Yr | 1 | \$ 15,250.00 | \$ 15,250.00 | \$ 308.91 |
| John Deere | Z997R | <600 hrs/Yr | 1 | \$ 27,238.41 | \$ 27,238.41 | \$ 541.74 |
| John Deere | 4052R Tractor | <600 hrs/Yr | 1 | \$ 41,063.83 | \$ 41,063.83 | \$ 687.28 |
| John Deere | 7500A Fairway Mower | <600 hrs/Yr | 1 | \$ 85,166.18 | \$ 85,166.18 | \$ 1,693.87 |
| John Deere | 7500A Fairway Mower | <600 hrs/Yr | 2 | \$ 79,701.18 | \$ 159,402.36 | \$ 3,170.35 |
| Totals: | | | | | \$ 511,115.88 | \$ 9,976.56 |

Please Contact: Brock Iverson at Wells Fargo Equipment Finance, Golf and Turf Division with any questions. Email: Brock.Iverson@WellsFargo.com, Phone: 515-557-4176 (work) / 515-361-0937 (cell)



- Equipment could be subject to hour limits
 - Pricing assumes full package delivery and financing from Wells Fargo Equipment Finance
 - Applicable taxes to be added to the quoted amounts
 - Quote expires: 8/26/2023
 - Call for other quotes
 - © 2014 Wells Fargo Bank, N.A. All rights reserved. All transactions are subject to credit approval. Some restrictions may apply. Wells Fargo Equipment Finance is the trade name for certain equipment leasing and finance businesses of Wells Fargo Bank, N.A. and its subsidiaries.





Customer Name: Date:

Lease Type: **FMV**
Term: **48 Months**
Payment Option: **Monthly**

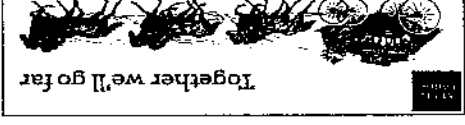
| Brand | Model & Title | Equipment Hours | Quantity | Per Unit Price | Amount Financed |
|------------|--------------------|-----------------|----------|----------------|-----------------|
| John Deere | 2400 Triplex Mower | <600 hrs/yr | 3 | \$ 43,329.72 | \$ 129,989.16 |
| John Deere | 2400 Triplex Mower | <600 hrs/yr | 3 | \$ 49,634.70 | \$ 130,904.10 |
| John Deere | 2020A Protorator | NA | 1 | \$ 37,883.96 | \$ 37,883.96 |
| John Deere | 2020A Protorator | NA | 1 | \$ 36,087.12 | \$ 36,087.12 |
| John Deere | HD200 | NA | 1 | \$ 15,741.02 | \$ 15,741.02 |
| John Deere | 2020A Protorator | NA | 1 | \$ 35,087.12 | \$ 35,087.12 |
| John Deere | 2400A Trim Mower | <600 hrs/yr | 1 | \$ 62,914.14 | \$ 62,914.14 |
| Totals: | | | | | \$ 448,606.62 |

| Lease Payment | |
|---------------|----|
| \$ 2,585.35 | \$ |
| 2,603.55 | \$ |
| 702.90 | \$ |
| 668.99 | \$ |
| 291.81 | \$ |
| 650.45 | \$ |
| 1,251.30 | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| - | \$ |
| 8,753.75 | \$ |

Please Contact:

Brock Iverson at Wells Fargo Equipment Finance, Golf and Turf Division with any questions. Email: Brock.Iverson@WellsFargo.com, Phone: 515-557-4176 (work) / 515-361-0357 (cell)

- Equipment could be subject to hour limits
- Pricing assumes full package delivery and financing from Wells Fargo Equipment Finance
- Applicable taxes to be added to the quoted amounts
- Quote expires:
- Call for other quotes
- © 2014 Wells Fargo Bank, N.A. All rights reserved. All transactions are subject to credit approval. Some restrictions may apply. Wells Fargo Equipment Finance is the trade name for certain equipment leasing and finance businesses of Wells Fargo Bank, N.A. and its subsidiaries.



ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE A LEASE BETWEEN THE CITY OF MONROE AND SELMAN HANGAR, L.L.C. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, on September 13, 1983, the City leased approximately 1.58 acres at the Monroe Regional Airport to Travis Oliver (the Original Lease);

WHEREAS, the Original Lease is still in effect, but due to subsequent assignments and corporate reorganizations, Selman Hangar, L.L.C. is now the lessee under the Original Lease;

WHEREAS, Selman Hangar, L.L.C. recently exercised its final ten-year option under the Original Lease but desires to make capital improvements to the leased premises;

WHEREAS, in exchange for Selman Hangar, L.L.C. agreement to make capital investment into the premises, including the closure of underground storage tank systems, the City desires to enter into a new lease agreement with Selman Hangar, L.L.C. which cancels and supersedes the Original Lease, extends Selman Hangar, L.L.C.'s occupancy of the premises, and mandates additional capital investment on the premises;

WHEREAS, a copy of the Lease Agreement with exhibits is attached and incorporated.

BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Mayor Friday Ellis be and is hereby authorized and empowered for and on behalf of the City of Monroe, Louisiana, to enter and execute said Lease Agreement between the City of Monroe, Louisiana and Selman Hangar, L.L.C.

ORDINANCE INTRODUCED on the _____ day of _____, 2023.

NOTICE PUBLISHED on the _____ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared ADOPTED on the _____ day of _____, 2023.

CITY CLERK

CHAIRMAN

MAYOR'S APPROVAL

MAYOR'S VETO

LEASE AGREEMENT

Between

THE CITY OF MONROE, LOUISIANA

and

SELMAN HANGAR, L.L.C.

Dated as of: _____

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LEASE AGREEMENT
SELMAN HANGAR, L.L.C.

THIS LEASE AGREEMENT is made and entered into this _____ day of 2023 (the "Effective Date"), and is by and between the **CITY OF MONROE, LOUISIANA** ("City"), a political subdivision organized under the laws of the State of Louisiana, and **SELMAN HANGAR, L.L.C.**, a Louisiana limited liability company, (the "Lessee" and together with City the "Parties" and each a "Party").

RECITALS:

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

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

WHEREAS, on September 13, 1983, the City leased the Leased Premises to Travis Oliver, III as "lessee" under that certain Contract of Lease ("Original Lease");

WHEREAS, by subsequent assignments and corporate reorganizations, Lessee is now the lessee under the Original Lease;

WHEREAS, under the terms of the Original Lease, Lessee presently owns an aircraft hangar and improvements located upon the Leased Premises, as more specifically shown and described on Exhibit A;

WHEREAS, the City and Lessee wish to cancel and supersede the Original Lease, extend Lessee's occupancy of the Leased Premises, and to require additional capital investment on 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 continue its use of the Leased Premises and improvements thereon; and

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

ARTICLE 1
DEFINITIONS

1.1 Definitions.

Additional Improvements shall have the meaning set forth in Section 11.1.

Airfield shall mean those portions of the Airport, excluding the aircraft aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, as such facilities may be modified from time to time.

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

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

Airport Minimum Standards means the minimum standards for commercial aeronautical activities, adopted by the City and any amendment, restatement, or other modification to such minimum standards in effect from time to time.

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

Bonds means all notes, bonds or other obligations or indebtedness issued pursuant to the Trust Agreement and secured by a pledge of revenues or net revenues of the City on either a senior or subordinate basis. The term "Bonds" does not include other bonds, such as special facility revenue bonds, that are not secured by general Airport System revenues and are issued pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport, or other airport or facilities owned or operated by the City.

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

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

Consumer Price Index or CPI means the consumer price index for all urban consumers (or "CPI-U") published by the U.S. Bureau of Labor Statistics for the most current 12-month period such data is available at the time of the applicable measurement or adjustment under this Lease. If CPI is no longer calculated by the U.S. Bureau of Labor Statistics, the City, in its sole discretion, shall select such other index as may be generally published that measures the increased in consumer costs, which index shall be substituted for CPI. Specific dollar amounts referenced in this Lease as being increased by CPI shall be adjusted by multiplying such amounts by a factor of one (1) plus the percentage increase (but not decrease), if any, in CPI during the most recently ended twelve-month period for which such CPI is available.

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

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

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

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

Facility means the hangar and fuel facility located within the Leased Premises leased to the Lessee pursuant to this Lease.

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

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

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

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

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

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

Lessee means Selman Hangar, L.L.C., a Louisiana limited liability company, in good standing and authorized to do business in the State.

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

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

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

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

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

State means the State of Louisiana.

Term shall mean the period of time during which Lessee's activities at the Airport shall be governed by this Lease, as defined in Article 4 hereof.

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

1.2 Interpretation.

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

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

(c) Any headings preceding the text of the articles and sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction, or effect.

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

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

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

| | |
|-----------|------------------------------|
| EXHIBIT A | SURVEY AND LEGAL DESCRIPTION |
| EXHIBIT B | RESERVED |
| EXHIBIT C | INSURANCE REQUIREMENTS |
| EXHIBIT D | REQUIRED FEDERAL PROVISIONS |

**ARTICLE 2
LEASED PREMISES**

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

2.2 Reserved.

2.3 Warranties; Condition Exemption for City. Lessee agrees that the delivery of the Leased Premises to Lessee by the City on the Effective Date will be treated by Lessee with respect to the City as being for all purposes in "AS IS" condition and the City will not be deemed to have made

any warranties or representations, express or implied, to Lessee with regard to the Leased Premises except as expressly provided hereunder.

2.4 Existing Facility; Title. Title to the Leased Premises is held by the City. Title to the Facility is presently held by Lessee. Title to the Facility and any other improvements constructed during the Term will be held by Lessee until the date this Lease terminates, upon which date title to the Facility and any other improvements constructed during the Term, shall automatically be held by the City.

**ARTICLE 3
RESERVED**

**ARTICLE 4
TERM**

4.1 Term. As used in this Lease, the word "Term" includes the Initial Term, and each Extended Term, if any, if Lessee exercises any or all of its options to extend the Term pursuant to this Article.

4.2 Initial Term. The "Initial Term" shall begin on the Effective Date and shall terminate at midnight on the last day of the month that is ten (10) years from the Effective Date, unless terminated sooner in accordance with this Lease. "Lease Year" when used in this Lease means the twelve (12) month period beginning upon the Effective Date and each consecutive twelve (12) month period thereafter beginning on the first day of the month immediately following the Effective Date, unless the Effective Date was the first day of the month, until the expiration or termination of this Lease.

4.3 Option to Extend. Provided the Lease is then in effect and an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this Article, Lessee shall have the right to extend this Lease for an additional ten (10) years (hereinafter referred to as "Extended Term(s)") two (2) consecutive times (each an "Extension Option"). Lessee's right to exercise the aforementioned Extension Option(s) shall be subject to the following conditions:

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

(b) Upon exercise of the Extension Option for any Extended Term, and subject to Lessee's acceptance of the rates determined pursuant to Section 6.2, the word "Term," as defined in this Lease, shall also mean the period defined by the applicable Extended Term;

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

(d) Lessee must have satisfactorily completed the Additional Improvements during the Initial Term; and

(e) Rent during any Extended Term shall be calculated in accordance with Article 6 herein.

4.4 Return of Premises. Prior to Lease Termination, regardless as to the circumstances upon which Lease Termination occurs, Lessee shall at its own expense: (i) return the Leased Premises to City in the same condition they were in on the Effective Date (or if later improved, as so improved), excepting only normal wear and tear, Force Majeure, and repairs required to be made by City hereunder; (ii) remove all of its personal property (including its trade fixtures, if any) and possessions from the Leased Premises.. Any items of Lessee's personalty remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by Lessee and become the sole property of City. Notwithstanding the foregoing, any costs incurred by City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Lease.

4.5 Holdover.

(a) Notwithstanding anything in this Lease to the contrary, so long as an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this paragraph, Lessee may request to holdover in the Leased Premises from month-to-month ("Permitted Holdover"), commencing as of the first calendar month immediately following the expiration of the Term (as the same may be extended) (the "Permitted Holdover Period"), by delivering to the City prior written notice of Lessee's request to so occupy the Leased Premises on or before the date that is six (6) months prior to the expiration of the Term. City may, within thirty (30) days after receiving such notice, decline to allow a Permitted Holdover by delivering written notice thereof to Lessee. If City does not respond to Lessee's request for a Permitted Holdover within such period, a Permitted Holdover shall be deemed disallowed. The Permitted Holdover shall be subject to all the terms and conditions of this Lease, including without limitation payment of Rent (escalated annually as provided in Article 6) in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon thirty (30) days' prior written notice.

(b) Other than in the case of a Permitted Holdover, if Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease then Lessee's continued occupancy of the Leased Premises shall be deemed a tenancy from month-to-month with respect to such retained portion at a rental rate of one hundred twenty-five percent (125%) the Rent due under this Lease for the month prior to the holdover, and otherwise subject to all the terms and conditions of this Lease. The City may terminate the holdover tenancy at any time by providing thirty (30) days' prior written notice to the Lessee. In addition to any other liabilities to the City arising therefrom, Lessee shall and does hereby agree to indemnify, defend, and hold the City harmless from any loss or liability resulting from the Lessee's failure to surrender the Leased Premises, including but not limited to claims made by any succeeding tenant.

**ARTICLE 5
USES AND RESTRICTIONS**

Lessee shall use the Leased Premises solely for non-commercial storage of aircraft and construction and operation of aircraft fueling facilities and uses ancillary to the foregoing. The previous sentence notwithstanding, the fuel facilities on the Leased Premises may only be utilized for self-fueling, and Lessee shall not sell or provide fuel to persons or entities except those engaged in self-fueling. For the purposes of this Lease, "self-fueling" shall mean fueling of an aircraft that is wholly owned or leased by (a) Lessee, or (b) a member of Selman Hangars, LLC with sufficient ownership interest to control the operations and employees of Lessee as it pertains to the fuel facility ("Member"). Upon request of the City, Lessee shall provide reasonable documentation to the City evidencing a Member's eligibility to self-fuel. No other uses of the Leased Premises are permitted unless agreed to in writing by City and Lessee.

City and the City Parties assume no liability or responsibility whatsoever with respect to the use, conduct, or operation of the activities to be conducted in and on the Leased Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Lessee's responsibility pursuant to this Lease.

Subject to force majeure, Lessee shall continuously occupy the Leased Premises throughout the Term of the Lease, unless otherwise agreed to in writing by City. In the event Lessee requires an extended suspension of operations of the Leased Premises, defined as any period in excess of two (2) consecutive months, City shall have the right, in addition to the remedies provided for under Article 9, to terminate this Lease upon thirty (30) days written notice. All payments due City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and Lessee shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

**ARTICLE 6
RENT, FEES, CHARGES**

6.1 Rent, Fees, and Charges. Beginning on the Effective Date, Lessee shall pay the City "Rent" as set forth below. "Rent" as used in this Lease shall include Ground Rent and Additional Rent as each is defined in this Article, and any other amounts of money due to the City from Lessee hereunder, in equal monthly installments, in advance, or before the first (1st) day of each and every month, the following rents, fees and charges:

(a) **Ground Rent.** Beginning on the Effective Date, Lessee shall pay the City Ground Rent equal to Ten Thousand Three Hundred and Fifty Five Dollars and Four Cents (\$10,355.04) per year on the Leased Premises. The Ground Rent due throughout the Term of the Lease shall be paid by Lessee monthly, without demand and in advance on or before the first (1st) day of the month, and on the first day (1st) of each month thereafter.

6.2 Rental Adjustments.

(a) **CPI Adjustments.** Commencing on the first month of the second (2nd) Lease Year, and each Lease Year thereafter, the Ground Rent due under Section 6.1 of this Lease shall be adjusted to reflect cost of living increases based on the Consumer Price Index-Urban ("Index"). For purposes of calculating the ground rent, the first (1st) Lease Year beginning on the Effective Date shall be referred to as the "Base Year." At such time as the calculation is being made the monthly index figure for the third (3rd) calendar month immediately preceding the end of the applicable adjustment date ("Adjusted Index") shall be used. The monthly Index figure for the calendar month immediately preceding the date of the Lease shall be referred to as the "Base Index." For each annual period, the adjusted fixed rent shall be computed by multiplying Base Year fixed rent by a fraction, the numerator of which shall be the Adjusted Index, and the denominator of which shall be the Base Index. Stated as a mathematical formula, the adjusted rent shall be computed as follows:

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

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

(b) **Fair Market Rent Adjustment.** At the commencement of each Extension Term (each an "Adjustment Date"), the Ground Rent shall be adjusted to the fair market Ground Rent for the Leased Premises as determined by the following procedure:

No later than one hundred eighty (180) days prior to the commencement of the Adjustment Date, Lessee and City will each appoint an independent appraiser, each of whom shall be a professional M.A.I. appraiser with at least ten years' experience appraising aviation and industrial properties, and each appraiser will provide said appraiser's opinion of the fair market Ground Rent, for the first year of the Term commencing after the applicable Adjustment Date and will report such opinion to the other appraiser within thirty (30) days of the date of such appraiser's appointment. In determining fair market Ground Rent, the appraisers shall take into account all relevant factors.

If one Party fails to appoint an appraiser, the opinion of the one appraiser so selected shall be the Ground Rent for the first year following the applicable Adjustment Date. If both parties have appointed an appraiser, and the higher of the two appraisals is not more than 105% of the lower of the two appraisals, the two appraisals will be averaged. The Ground Rent, if applicable, for the first year of the Term following the applicable Adjustment Date will be such average.

If the higher appraisal is more than 105% of the lower appraisal, the two appraisers shall retain a third appraiser (and if they cannot agree upon an appraiser, one will be appointed by the executive in charge of the local office of the American Arbitration Association ("AAA") or his/her delegate upon the application of either City or Lessee, or another office of the AAA mutually agreeable to the City and Lessee or, if the AAA is unable to carry out such duty, a successor organization selected by the City and reasonably acceptable to Lessee), and such third appraiser (who shall be subject to the same requirements as to qualifications as the other two appraisers)

shall select a Rent that such appraiser deems reasonable (taking into account all relevant factors, including concessions then being granted by aviation and industrial landlords), as long as it is no higher and no lower than the Rent as determined by the other two appraisers, respectively. In these circumstances, the Rent so selected by the third appraiser shall be the Ground Rent and the Facility Rent for the first year of the Term following the applicable Adjustment Date. Each party will be responsible for the fees and expenses of the appraiser retained by such party and if a third appraiser is used the parties will share the fees and expenses of said appraiser equally.

6.3 Failure to Pay Rentals, Fees or Charges. In the event Lessee fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after City's written notice to Lessee specifying such failure, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by City. Notwithstanding the foregoing, City shall not be prevented from utilizing the remedies in Article 9 of this Lease.

6.4 Other Fees and Charges. Nothing contained in this Lease shall preclude City from establishing other reasonable and non-discriminatory fees and charges applicable to non-commercial storage of aircraft and uses ancillary to the foregoing.

6.5 Revenue Reports and Payments. Lessee shall pay all rents, fees, charges and billings required by this Lease in lawful money of the United States of America, by automated clearinghouse ("ACH") transfer, payable to the City, which shall be delivered according to ACH directions provided by the City to Lessee from time to time or, if directed by the City in writing, by mail, postage prepaid to the following address:

Airport Director
ATTN: Rental Payment
5400 Operations Road, Ste. 200
Monroe, LA 71203

or such other method, including wire transfer, or place in the United States of America, as may be hereafter designated by the City. All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

ARTICLE 7 SECURITY FOR PAYMENT

Lessee, upon written request of the City, shall provide City with a letter of credit or surety bond ("Contract Security") in a form reasonably acceptable to the City and in the amount of the annual Rent due under this Lease in the Initial Lease Year. Any such letter of credit or surety bond shall (i) be issued by a bank or bonding company reasonably acceptable to City and which is authorized to do business in the State of Louisiana; and (ii) provide that City may draw the entire amount or any part thereof upon presentation, which presentation may be made electronically, of City's draft accompanied by a certification by City that an Event of Default has occurred hereunder. Upon any drawing upon the Contract Security by the Authority, Lessee shall reinstate the stated amount fo such letter of credit or surety bond within thirty(30) days to the amount required by this Article 7. At least thirty (30) days prior to the expiration of any existing letter of

credit or surety bond, Lessee will cause the same to be renewed through issuance and delivery to City of either an extension of the term of the letter of credit or surety bond or a substitute letter of credit or surety bond meeting the requirements hereof and issued in the amount of the annual Rent then due under this Lease, and if Lessee fails to timely deliver such substitute, then City may draw the entire amount of the existing letter of credit or surety bond prior to its expiration.

Thirty (30) days prior to the commencement of each year of the Term, after the first Lease Year, Lessee may request in writing that the requirement(s) contained in this Article 7 be waived for the subsequent year. Provided that Lessee is not in default and has been timely in remittance of all rental payments due for the preceding twelve (12) months, said request shall not be unreasonably withheld. Timely shall be defined herein as having no instance where the rent due was in arrears thirty (30) days or more. Thereafter, in accordance with the aforementioned terms and conditions, Lessee shall be entitled to request said waiver annually. If at any time, Lessee shall become delinquent in its payments due, City shall have the right to reinstate the security for payment requirement upon ten (10) days' written notice from the City.

**ARTICLE 8
OBLIGATIONS OF LESSEE**

Lessee shall:

- (a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.
- (b) Control, within reason, the conduct, demeanor and appearance of the Lessee Parties and those doing business with Lessee and, upon objection from City concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.
- (c) Remove from the Leased Premises or otherwise dispose of in a manner approved by the Airport Director all garbage, debris and other waste materials (whether solid or liquid) placed on the Leased Premises. Any such debris or waste which is temporarily stored shall be kept in suitable garbage and waste receptacles with tight-fitting covers and designed to safely and properly contain whatever waste material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.
- (d) Not create, commit or maintain any nuisance, waste, or damage to the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or damage to the Leased Premises.
- (e) Not create nor permit to be caused or created upon the Airport or the Leased Premises any obnoxious odor, smoke or noxious gases or vapors.
- (f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

- (g) Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
- (h) Not to do or permit to be done any act or thing upon or within the Leased Premises:
 - (i) Which will invalidate or conflict with any fire insurance policies covered the Leased Premises or any part thereof or other contiguous property; or
 - (ii) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.
- (i) Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of Lessee's working requirements.
- (j) To provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for operations in the vicinity of the FAA facilities.
- (k) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Leased Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. This Lease shall be a net lease with City receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever.

**ARTICLE 9
DEFAULT AND TERMINATION RIGHTS OF CITY**

9.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease:

- (a) Lessee's failure to (i) pay the Rent, any portion thereof, or any other sums payable hereunder for a period of ten (10) days after written notice by City of the date due, or (ii) maintain the insurance required by Article 17 or Contract Security as required by Article 7 (if applicable), as required by this Lease, or (iii) comply with the Airport Security Plan for the Airport as in effect from time to time;
- (b) Lessee's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of thirty (30) days after written notice by City, provided that Lessee shall not be in default after the end of such thirty day period if Lessee commences a cure of such default within such thirty day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one hundred eighty (180) days from the date of such written notice;
- (c) The bankruptcy of Lessee;
- (d) Lessee making an assignment for the benefit of its creditors;

- (e) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;
- (f) Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;
- (g) Lessee's vacating or abandoning the Leased Premises;
- (h) Lessee's interest under this Lease being sold under execution or other legal process;
- (i) Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- (j) Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or
- (k) Lessee's failure to comply with Environmental Laws or any other Applicable Laws.

9.2 Remedies. In the event of the occurrence of any of the foregoing Events of Default, the City, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by Applicable Law at the same time or in subsequent times or actions:

- (a) Proceed to draw upon Lessee's Contract Security (if applicable).
- (b) Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Leased Premises and relet or attempt to relet the Leased Premises on behalf of Lessee at such rent and under such terms and conditions as City may deem best under the circumstances for the purpose of reducing Lessee's liability. City shall not be deemed to have thereby accepted a surrender of the Leased Premises, and Lessee shall remain liable for all Rent, or other sums due under this Lease and for all damages suffered by City because of Lessee's breach of any of the covenants of the Lease.
- (c) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Premises, whereupon all right, title and interest of Lessee in the Leased Premises shall end.
- (d) Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.
- (e) If any policy of insurance required under this Lease shall expire and not be renewed or replaced by Lessee within five (5) days of such expiration, the City may obtain such insurance, and the cost of such insurance shall be reimbursed by Lessee to the City as Additional Rent within fifteen (15) days of Lessee's receipt of an invoice therefor.

(f) Exercise any other remedy available to the City for such Event of Default under Applicable Law.

9.3 Habitual Default. Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly, or repetitively defaulted in the performance of or breached any of the terms, covenants, and conditions required herein to be kept and performed by the Lessee, and regardless of whether the Lessee has cured each individual condition of breach or default, the Lessee may be determined by the City to be an "habitual violator." At the time that such determination is made, the City shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Lessee that, notwithstanding any other provision of this Article 9, there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative, and collectively shall constitute a condition of noncurable default and grounds for immediate termination of this Lease. In the event of any such subsequent breach or default, the City may terminate this Lease upon the giving of written notice of termination to the Lessee, such termination to be effective upon delivery of the notice to the Lessee.

9.4 Additional Provisions. No re-entry or retaking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to City hereunder or of any damages accruing to City by reason of the violations of any of the terms, provision and covenants herein contained. City's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as City's waiver of such event of default. No forbearance by City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by City to enforce or waiver of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by City following repossession.

In the event City commences any proceeding to enforce this Lease or the relationship between the Parties or for nonpayment of Rent (of any nature whatsoever, in whole or in part) or additional monies due City from Lessee under this Lease, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings.

9.5 Waiver of Jury Trial. City and Lessee shall, and they hereby do, knowingly, voluntarily and intentionally, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of City and Lessee, Lessee's use or occupancy of the Leased Premises and/or building, and/or claim or injury or damage.

9.6 Time of the Essence. Time is of the essence of this Lease, and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the

performance of such respective covenants or conditions by the provisions of this Lease, City may declare Lessee to be in default of this Lease.

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

ARTICLE 10 MAINTENANCE AND REPAIR

10.1 Lessee's Responsibilities. Lessee shall throughout the Term of this Lease assume the entire responsibility and shall relieve City from all responsibility for all repair and maintenance whatsoever of the Leased Premises and the Facility, including without limitation, improvements owned by the City and improvements owned by Lessee, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise, and without limiting the generality hereof, shall:

- (a) Keep the Leased Premises at all times in a clean and orderly condition and appearance and all Lessee's fixtures, equipment and personal property which are located in any part of the Leased Premises.
- (b) Repair and maintain all building systems, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures and exterior non-load bearing walls.
- (c) Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any Applicable Law.
- (d) Keep all areas of the Leased Premises, including the apron areas, if any, in a state of good repair, to include repair of any damage to the pavement or other surface of the Leased Premises or the Facility caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- (e) Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises, except common utilities, if any, including but not limited to,

service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by Lessee or any subtenants.

10.2 City's Rights. City shall not be liable for, or required to make, any repairs or perform any maintenance upon the Leased Premises. If Lessee fails to perform Lessee's maintenance responsibilities, City shall have the right, but not the obligation, to perform such maintenance responsibilities, provided City has first, in any situation not involving an emergency, by written notice to Lessee, afforded Lessee a period of ten (10) days within which to commence corrective action to correct the failure. All costs incurred by City in performing Lessee's maintenance responsibility, plus a twenty-five percent (25%) administrative charge, shall be paid by Lessee within ten (10) days of receipt of billing therefor.

ARTICLE 11 ALTERATIONS AND IMPROVEMENTS

11.1 Additional Improvements. Subject to the terms and conditions set forth in this Article 11, and at its sole cost and expense, Lessee shall make capital improvements to the Leased Premises and/or Facility during the Initial Term, which shall be in an amount no less than Three Hundred Thousand Dollars (\$300,000) and must include, at a minimum, the retirement and closure of the existing underground fuel tanks and construction of a new above-ground fuel facility ("Additional Improvements").

(a) The Additional Improvements must be in the nature of permanent improvements or upgrades to the Leased Premises and/or Facility.

(b) Upon request, Lessee shall provide evidence and documentation to the City of expenditures related to the Additional Improvements.

(c) All Additional Improvements are subject to Article 12 and shall remain property of the Lessee until the termination or expiration of this Lease, whereupon they shall become property of the City at no cost to the City.

11.2 Written Consent. Lessee shall make no alterations or improvements to the Leased Premises without the prior written consent of the Airport Director or other authorized representative of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

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

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

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

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

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

ARTICLE 12 TITLE TO IMPROVEMENTS

All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Louisiana, are part of the realty, including without limitation heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities, and all other permanent improvements placed upon the Leased Premises, with or without consent of City, and shall become and be deemed to be a part of the Leased Premises, shall be free and clear of all liens and shall become the property of City upon the earlier of (x) thirty (30) years after the construction thereof or (y) termination or default of this Lease, and shall remain on the Leased Premises unless otherwise directed by the City. Title to all personal property, furnishings and trade fixtures (unless paid for by the City) shall be and remain with Lessee and may be removed from the Leased Premises at any time, provided Lessee is not then in default hereunder, and further provided Lessee exercises care in the removal of same and repairs any damage to the Leased Premises caused by said removal. Personal property, furnishings and trade fixtures which are paid for by the City shall be titled to the City, and shall not be removed from the Leased Premises without prior written consent of the City.

ARTICLE 13 CONSTRUCTION LIENS

City's interest in the Leased Premises shall not be subjected to any construction, mechanic's, materialman's, tax, laborer's or any other lien, whether City has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless City and its interest in the Leased Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien that is satisfactory to the City in its sole discretion.

ARTICLE 14 UTILITIES

Lessee agrees to provide for its own connections with utilities and to make separate agreements with the agencies responsible for these utilities. Lessee shall pay for all utility service supplied to the

the Leased Premises and, if required by the utility agencies as a condition of continuing said services, Lessee shall install and pay for standard metering devices for the measurement of such services. Lessee shall be solely responsible for all utility charges, including without limitation, natural gas, electricity, sewer, telecommunications and water used on the Leased Premises during the Term. Lessee further agrees that City shall have the right, without cost to Lessee, to install and maintain in, on, or across the Leased Premises sewer, water, gas, electric and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of City; provided, however, that City shall carry out such work and locate above-ground structures in a manner that does not unreasonably interfere with the Lessee's use of the Leased Premises.

ARTICLE 15 INGRESS AND EGRESS

Lessee, the Lessee Parties, and its suppliers of material and furnishers of services, shall have the right of ingress and egress to the Leased Premises via appropriate taxeways, public or private ways to be used in common with others having rights of passage, provided that City may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available. The City may at any time temporarily or permanently close any taxiway, roadway or other area used as ingress or egress to the Leased Premises presently or hereafter used as such, so long as an alternative means of ingress and egress is made available to Lessee and so long as such closure does not prevent Lessee from using the Leased Premises as Lessee intends; provided, however, that the City may close any such means of access or egress without providing an alternative means of ingress or egress due to a force majeure event or for a commercially reasonable period of time necessary to repair or otherwise maintain such areas and facilities (a "Total Closure"). In the event any such Total Closure is necessary, the City will provide Lessee with advance, written notice reasonable under the circumstances and use diligent efforts to coordinate any such closure and maintenance activities with Lessee to minimize any adverse effects upon Lessee's operations. Lessee hereby releases and discharges City, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any taxiway, apron, runway, street, roadway, or other areas used as such, whether within or outside the Leased Premises, provided that City makes available to Lessee an alternate means of ingress and egress.

ARTICLE 16 TAXES, PERMITS, LICENSES

In addition to those obligations set forth in Article 8, Lessee shall bear, at its own expense, all costs of operating its equipment and business, any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the Leased Premises or improvements or property Lessee places thereon and any assessed against the operation of the business and any ad valorem, sales, use or similar taxes levied or assessed with respect to this Lease or the Leased Premises, whether assessed at the Effective Date or thereafter imposed, regardless of whether such taxes are assessed against the Lessee or the City. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. Lessee shall bear all costs of

obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to City.

ARTICLE 17 INSURANCE

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

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

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

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

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

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

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

Airport Director
ATTN: Facility Insurance
5400 Operations Road, Ste. 200
Monroe, LA 71203

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

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

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

ARTICLE 18 INDEMNIFICATION

- A. Lessee shall hold City exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City, Lessee, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the intentional acts or omissions of City, its agents or employees.
- B. City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property.
- C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's misuse or neglect thereof, its apparatus or appurtenances.
- D. Lessee shall be responsible and liable for the conduct of Lessee Parties in and around the Leased Premises.

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

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

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

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

ARTICLE 19 ENVIRONMENTAL REGULATIONS

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

(a) Lessee is knowledgeable regarding any and all Environmental Laws, 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. Lessee agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.

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

(c) Lessee shall, prior to commencement of any of Lessee's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as

may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.

(d) Lessee, and all Lessee Parties, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants applicable to its operations and responsibilities on the Leased Premises; and such training complies with any and all Applicable Laws.

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

(f) Lessee shall provide City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

(g) Lessee agrees to cooperate with any investigation, audit or inquiry by City or any Governmental Authority regarding possible violation of any Environmental Law relating to its operations on the Leased Premises or at the Airport.

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

19.3 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.

19.4 Notification and Copies. Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to City or such other agencies as required by Applicable Law. Lessee agrees that a twenty-four (24) hour emergency coordinator and phone number shall be furnished to City and to such applicable Governmental Authorities in case of any spill, leak or other emergency situation involving Hazardous Materials. Designation of this emergency coordination may be required by Environmental Laws. Lessee agrees to provide City copies of all permit application materials, permits, monitoring reports, environmental response plans, and regulated materials storage and disposal plans related to the Leased Premises.

19.5 Violation.

(a) If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("**Site**

Reviewers") to enter the Leased Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City. The Site Reviewers shall perform such tests on the Leased Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event City conducts testing due to information other than a notice of violation from a Governmental Authority, and the testing does not reveal any contamination in excess of permissible EPA tolerances, other than the contamination referenced in Article 21 of this Lease, City agrees to bear all costs association with the testing.

(b) If Lessee receives a Notice of Violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to City within twenty-four (24) hours of receipt by Lessee or Lessee's agent.

ARTICLE 20 FEDERAL STORM WATER REGULATIONS

Lessee acknowledges that certain properties and uses of properties within the Airport or on City owned land are subject to Federal storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Leased Premises and its operations at the Airport. Lessee agrees to participate in any City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any Hazardous Materials. Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by Applicable Law, by Lessee or any Lessee Parties, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

ARTICLE 21 ENVIRONMENTAL INSPECTION

21.1 Reserved.

21.2 Pre-Existing Contamination Related to Underground Storage Tank Systems. Tenant's obligations for environmental matters relating to underground storage tanks shall be governed by all laws, rules, and regulations pertaining to underground storage tank systems, including but not limited to Louisiana Administrative Code Title 33, Part XI. Any permanent closure of an underground storage tank system must be conducted in accordance with all applicable laws, rules, and regulations. Tenant's obligations concerning environmental conditions on the Leased Premises related to the use and operation of underground storage tank systems on the Leased Premises shall be satisfied by the permanent closure of such systems and upon receipt of a "No Further Action Letter" or other similar notice or certification from all agencies having jurisdiction over such closure.

21.3 Environmental Inspection at End of Lease Term. Within the last sixty (60) days of the Term or within sixty (60) days after earlier Lease termination, City shall have the right to have an environmental inspection performed to determine the status of any Hazardous Materials, including, but not limited to asbestos, PCBs, PFAS, and urea formaldehyde, and radon gas existing on the Leased Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Leased Premises from any source.

Lessee hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney's fees, to the extent arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease.

With regard to any contamination caused by Lessee, or arising by reason of Lessee's use or occupancy of the Leased Premises, Lessee shall immediately take such action as is necessary to clean up and remediate the Leased Premises at its own expense in accordance with applicable Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by City, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Louisiana or the United States government and be acceptable to City.

Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Leased Premises to the extent caused by Lessee or occurring by reason of Lessee's use or occupancy of the Leased Premises, including during the period of occupancy under the Original Lease. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

ARTICLE 22 STORAGE TANKS

Except to the extent part of the existing Facility as of the Effective Date, Lessee agrees that it will not have any underground or above ground storage tanks ("Tanks") on the Leased Premises unless specifically authorized in writing by City. If any tank is authorized by City, Lessee covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation,

maintenance and inspection of Tanks including financial responsibility and corrective action requirements.

**ARTICLE 23
NONDISCRIMINATION**

Lessee acknowledges that the City is required by the FAA under the terms of certain agreements between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Lease certain required contract provisions, attached as **Exhibit D** hereto (the "Federal Nondiscrimination Clauses"). Lessee agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. Lessee further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from the City of such required modifications.

**ARTICLE 24
RIGHTS RESERVED TO CITY**

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

**ARTICLE 25
RIGHT OF ENTRY**

City shall have the right to enter the Leased Premises during normal business hours with no less than twenty-four (24) hours notice to Lessee (which may be oral), except in an emergency, to inspect the Leased Premises for the purpose of determining whether Lessee is in compliance with the requirements of this Lease, provided such inspection does not unreasonably interfere with Lessee's business operations. If, upon inspecting the Leased Premises, the City reasonably determines that the Lessee is not in compliance with this Lease, the City shall provide the Lessee with a written notice of noncompliance listing the items that are not in compliance with this Lease. If the Lessee does not initiate corrective action to cure the items in noncompliance within ten (10) days and pursue in a diligent manner to complete actions to cure said noncompliance, the City may, but is not obligated to, cure said noncompliance items. In the event the City cures noncompliance items, Lessee agrees to be liable to the City for payment of all costs incurred by the City, including costs and administrative overhead fee of twenty-five percent (25%), which shall be due and payable to the City as Additional Rent within thirty (30) days from the date of written notice from the City. Notwithstanding anything to the contrary contained herein, City reserves the right to enter the Leased Premises at any time with or without notice in case of emergency.

ARTICLE 26
RIGHT OF FLIGHT

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

ARTICLE 27
SUBORDINATION TO DEED AND GRANT AGREEMENTS

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

ARTICLE 28
SIGNS

28.1 Written Approval. Except with the prior written approval of the City, which may not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Leased Premises or in the Leased Premises so as to be visible from outside the Leased Premises.

28.2 Removal. Upon the expiration or termination of the Lease, Lessee shall remove, obliterate or paint out, as City may direct, at its sole discretion, any and all signs and advertising on the Leased Premises and, in connection therewith, shall restore the portion of the Leased Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of Lessee to remove, obliterate or paint out each and every sign or advertising and to so restore the Premises, City may perform the necessary work and Lessee shall pay these costs plus a 25% administrative fee to City.

**ARTICLE 29
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 that Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all parts thereof for the Term hereby granted, subject to the terms and provisions hereof.

**ARTICLE 30
RESERVED**

**ARTICLE 31
RENT A SEPARATE COVENANT**

Lessee shall not for any reason withhold or reduce Lessee's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent and any other rents, fees or charges provided hereunder is a covenant by Lessee that is independent of the other covenants of the Parties hereunder.

**ARTICLE 32
ASSIGNMENT**

Lessee shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for the City to require that any assignee or subtenant meet certain objective financial worth and operational standards. Any assignment or sublease without the written consent of the City shall be void *ab initio* and of no force or effect. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. City reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and **LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AFTER SUCH ASSIGNMENT OR SUBLEASE**. If the City's consent to a sublease is given, Lessee shall comply with the provisions of Section 6.6 hereof regarding calculation and payment of Transaction Rent. Lessee shall provide City a copy of the proposed sublease agreement prior to any request for consent. All subleases shall be limited to a term of one (1) year unless otherwise agreed to in writing by City.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Lessee shall have an affirmative obligation to notify immediately City of any such change.

Despite anything herein to the contrary, but subject to the restrictions set forth in Article 5, it is understood and agreed between the parties hereto that the use of the Facilities, along with its

improvements, and the Leased Premises by the members of the Lessee is permitted and shall not constitute a sublease.

ARTICLE 33
EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES

33.1 Damage to, Destruction or Condemnation of Airport.

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

33.2 Damage or Destruction of Leased Premises. If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. The City shall use commercially reasonable efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in size, type, character, condition and suitability for Lessee's operations during such period of repair or reconstruction.

33.3 Untenantable Conditions.

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

proceeds of business interruption or other similar insurance received with respect to such damage or destruction.

**ARTICLE 34
NO ACCEPTANCE OF SURRENDER**

No act or thing done by City or any City Party during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

**ARTICLE 35
PERSONAL PROPERTY**

Any personal property of Lessee or of others placed in the Leased Premises shall be at the sole risk of Lessee or the owners thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from City for such damage, destruction or loss.

**ARTICLE 36
APPLICABLE LAW AND VENUE**

Notwithstanding any other provision of any Applicable Laws, this Lease shall be construed in accordance with the laws of the State of Louisiana. Venue for any action brought pursuant to this Lease shall be solely in Ouachita Parish, Louisiana. Any action for breach of or enforcement of any provision of this Lease shall be brought in a court of appropriate jurisdiction in and for Ouachita Parish, Louisiana.

**ARTICLE 37
ATTORNEY'S FEES AND COSTS**

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

**ARTICLE 38
INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 39
NOTICES AND COMMUNICATIONS**

All notices or other communications to City or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service and, if mailed, upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, or one (1) day after delivery to a nationally recognized overnight delivery service, fees pre-paid, addressed as follows:

To City:

Airport Director
ATTN: Legal Notice
5400 Operations Road
Monroe, LA 71203

To Lessee:

Selman Hangar, L.L.C.

Legal Department
ATTN: Legal Notice
P.O. Box 123
Monroe, LA 71210

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

**ARTICLE 40
SUBORDINATION TO BOND RESOLUTION**

This Lease and all rights of Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by City to secure Bond financing. This Lease is subject and subordinate to the terms, covenants, and conditions of any Bond Resolution heretofore or hereafter adopted by the City that authorizes the issuance of Bonds by City. City may amend or modify the Bond Resolution or make any change thereto. Conflicts between this Lease and the Bond Resolution shall be resolved in favor of the Bond Resolution.

**ARTICLE 41
FEDERAL RIGHT TO RECLAIM**

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

**ARTICLE 42
RELATIONSHIP OF THE PARTIES**

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible for such acts or omissions nor shall the City and Lessee be considered as joint venturers. Nothing in this Lease is intended to create any third-party beneficiaries hereto.

**ARTICLE 43
CONFIDENTIAL INFORMATION**

Simultaneously with providing any records to the City, Lessee shall identify any such records that Lessee claims are confidential or trade secrets ("Confidential Information") under Louisiana law. In the event the City receives any public records request for such Confidential Information, the City shall notify Lessee and allow Lessee a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. If Lessee fails to identify any such records as Confidential Information when they are initially provided to the authority, the City may disclose such records pursuant to a public records request without notice to Lessee.

**ARTICLE 44
NO INDIVIDUAL LIABILITY**

The Parties agree that neither the directors or Board members, nor any officer, employee, representative, or agent of either Party shall be personally liable for the satisfaction of such Party's obligations under this Lease, and each Party shall look solely to the assets of the other for satisfaction of any claims hereunder.

**ARTICLE 45
MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the Parties hereto and their heirs, personal representatives, successors and assigns.

This Lease, and instruments or documents relating to same, shall be construed under Louisiana law.

This Lease represents the complete Lease between the Parties and any prior agreements or representations, whether written or verbal, are hereby superseded. This Lease specifically cancels, terminates, and supersedes the Original Lease except as otherwise provided herein.

This Lease may subsequently be amended only by written instrument signed by the City and Lessee.

Nothing in this Lease shall operate to waive any sovereign or governmental immunity protections available to the City under applicable law.

**ARTICLE 46
SHORT-FORM LEASE**

City and Lessee shall execute and record a short form or memorandum of this Lease in customary form and content, setting forth, at a minimum, the leasehold interest granted hereunder, the Term of this Lease and the prohibition against construction liens for Lessee's improvements. The original of this Lease shall not be recorded.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

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

CITY:
CITY OF MONROE

LESSEE:
SELMAN HANGAR, L.L.C.

BY: _____
Printed Name:
Title:

BY: _____
Printed Name:
Title:

WITNESSES FOR CITY:

Signature
Name Printed

Signature
Name Printed

WITNESSES FOR LESSEE

Signature
Name Printed

Signature
Name Printed

EXHIBIT A
LEASED PREMISES

Beginning at the intersection of the centerline of Apron Road and Operations Road, proceed in a southeasterly direction a distance of 40 feet to a point on the South right-of-way line of Operations Road, thence with an angle of 90° to the right measure a distance of 11.0 feet to the POINT OF BEGINNING. Thence continuing in a southeasterly direction with an angle of 90° to the left measure a distance of 197.2 feet; thence, with an angle of 90° to the right, measure a distance of 214.8 feet; thence, with an angle of 90° to the right measure a distance of 50 feet; thence, with an angle of 90° to the left measure a distance of 185 feet; thence, with an angle of 90° to the right measure a distance of 130 feet; thence, with an angle of 90° to the left measure a distance of 23 feet; thence, with an angle of 90° to the left measure a distance of 13.1 feet to a point on the South right-of-way line of Operations Road; thence, with an angle of 90° to the right measure a distance of 376.8 feet along the South right-of-way line of Operations Road to the POINT OF BEGINNING. Said property being 1.58 acres, more or less. RE: Drawing No. SF-173.

**EXHIBIT B
RESERVED**

Lease – Selman Hangar, L.L.C.

Exhibit B

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

Limits of coverage shall not be less than:

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

AND

\$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 on City's premises with limits of not less than:

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

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

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. **Reserved.**

7. **Environmental Pollution Legal Liability.** Lessee shall agree to maintain Environmental Pollution Liability Legal Liability, at a minimum limit not less than \$2,000,000 per occurrence/\$2,000,000 annual aggregate providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. The coverage may be provided on a stand-alone policy or by way of endorsement to the Commercial General Liability policy. When a self-insured retention or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of the Lessee's most recent annual report or audited financial statements to evaluate the acceptability of a higher self-insured retention or deductible in relationship to the Lessee's financial condition. Coverage shall be endorsed to include the City as an Additional Insured.

8. **Additional Insured** Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

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

obstruct or interfere with the rights of other tenants at the Airport. Any policy provided by Lessee shall be primary insurance for any event occurring on the Leased Premises or otherwise indemnified by Lessee, and provide that the Lessee's insurer shall not subrogate against the City or its insurer.

EXHIBIT D

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "LESSEE") agrees as follows:

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** LESSEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, 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 Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to CITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of LESSEE's noncompliance with the Non-discrimination provisions of this contract, CITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the LESSEE

under the Agreement until the LESSEE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six of this Exhibit D, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LESSEE will take action with respect to any contract or procurement as CITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, LESSEE may request CITY to enter into any litigation to protect the interests of CITY. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

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

E. General Civil Rights Provision. 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 Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. LESSEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

STATE OF LOUISIANA
CITY OF MONROE

ORDINANCE

NO. _____

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

AN ORDINANCE DECLARING CERTAIN IMMOVABLE PROPERTY LOCATED ON S. 14TH ST. AND ORANGE ST., MONROE, LA, AS NO LONGER BEING NEEDED FOR PUBLIC USE, AND AUTHORIZING THE SAME TO BE SOLD TO PINEY GROVE BAPTIST CHURCH PURSUANT TO LOUISIANA REVISED STATUTE 33:4712, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, Piney Grove Baptist Church, located at 712 S. 14th St., represented herein by Terrance Woods, Head Trustee, is in need of a certain piece of immovable property adjacent to its property located on S. 14th St., and Orange St., Monroe, LA, more particularly described in the attached copy of the proposed Sale document, and

WHEREAS, the City of Monroe does not have any plans for the use or development of the property, the property is not currently needed for any public purpose, and the City does not believe that the property will be needed for a future public purpose;

WHEREAS the proposed property is an 85' x 85' parcel of land which appraised for \$8,500.00, being fair market value per a recent appraisal by Julie Odom, Commercial Real Estate Appraiser, dated June 14, 2023, plus, \$150.00, being the cost of the appraisal. A summary of the appraisal is attached hereto for review, and

WHEREAS, the City of Monroe deems said proposal to be in the best interest of the City of Monroe.

THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that certain 85' x 85' parcel of land located on S. 14th St. and Orange St. in the City of Monroe and more particularly described in the proposed sale document, a copy of which is attached hereto and made a part hereof, as being no longer needed for public use.

BE IT FURTHER ORDAINED that Mayor Friday Ellis be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell, for cash, to the Piney Grove Baptist Church, that certain 85' x 85' parcel of land under the terms, conditions and for the consideration set forth in the said sale documents attached hereto, plus the cost of the appraisal.

BE IT FURTHER ORDAINED that Mayor Friday Ellis be and is hereby authorized and empowered to execute the said sale documents for and on behalf of the City of Monroe, Louisiana.

BE IT FURTHER ORDAINED that under the provisions of Louisiana Revised Statute

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

ORDINANCE INTRODUCED ON THE ___ day of July 2023.

NOTICE PUBLISHED on the ___ day of _____, the ___ day of _____ and the ___ day of _____, 2023.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the ___ day of _____, 2023.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

Julie Odom

Commercial Real Estate Appraisal

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

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

Vacant Lot
Orange St. and S. 13th St.
Monroe, LA 71202

Prepared For:
City of Monroe
P.O. Box 123
Monroe, LA 71201

Julie Odom

Commercial Real Estate Appraisal

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

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

June 14, 2023

Ms. Mary Lou Harrison
City of Monroe
P.O. Box 123
Monroe, LA 71201

RE: Appraisal Of
Vacant Lot
Orange St. and S. 13th St.
Monroe, LA 71202

Dear Ms. Mary Lou Harrison :

The purpose of this report is to provide the appraiser's opinion of the Market Value of the subject property as of June 3, 2023. This appraisal report is intended to comply with the reporting requirements set forth

by the Uniform Standards of Professional Appraisal Practice. It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value, in accordance with our scope of work agreement.

The property was viewed and photographed.

The property is a vacant lot.

The direct sales comparison approach to value was developed.

Additional Scope of Work details are in the addenda.

Property: 7,225.00 ± s.f. Lot

Interest Valued: Fee Simple
Effective Date of Value: 6/3/2023
Date of Report: 6/14/2023

DEFINITION OF "MARKET VALUE:"

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

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

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

INTENDED USE OF REPORT: This appraisal is intended to assist the client, City of Monroe, for purposes related to future use options, including selling the property.

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

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

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

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

By reason of my investigation and my analysis gathered with respect to this appraisal assignment, I have formed the opinion that the Market Value of the subject property as of : June 3, 2023 , was:

Eight Thousand Five Hundred Dollars
\$8,500.00

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

Respectfully Submitted,



Julie Odom
Louisiana General Appraiser
APR.04557-CGA

SITE DESCRIPTION

Site Size(s.f.)..... 7,225.00 ± Usable Land Area 0.166 ± Acres Excess Land Area -
 Site Dimensions..... 85(e) x 85(e)
 Street Frontage..... 85 (e)(Orange); 85(e)(S. 13th)
 Zoning..... R-1 Corner Yes
 Parking..... Adequate

| | Type | Topography: |
|-----------------------|-----------------------|-------------|
| Access | Asphalt | |
| Street Frontage | Concrete | |
| Shape | City | |
| Functional Utility | Energy | |
| Visibility | LA Gas | |
| Landscaping | City | |
| Drainage | City | |
| Adequacy of Utilities | City | |
| Traffic Pattern | City | |
| Traffic Volume | City | |
| | Corner Lot | |
| | Underground Utilities | |
| | Railroad Access | |
| | Earthquake Zone | |
| | Flood Zone | |
| | Map # | 22073C0280F |
| | Date | 1/20/2016 |
| | Zone | Shaded X |

| Level | At Grade |
|-------|----------|
| Yes | No |
| X | |
| | X |
| | X |
| | X |
| | X |

Soil conditions Typical Ouachita Parish Soils
 Easements No Title Search Provided; Typical Utility Easements
 Encroachments No Survey Provided; Dimensions estimated; A survey is recommended.

Analysis/Comments: A survey is recommended.

