

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – JUNE 11, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF MAY 28, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 4103 Lee Ct. (D4) – Owner – William B. Awl
2. 112 S. 22nd St. (D3) – Owners – Yancy and Katie Pargoud

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Adopt a Resolution accepting the Base Bid of Sunbelt Fire, Inc. in the amount of \$586,277.00, for a Class A Pumper Fire Apparatus and further providing with respect thereto.

(b) Accept the bids of Badger Meter, Inc. for the purchase of Badger Ultrasonic Water Meters Ref#2025-00000008 for the City of Monroe as recommended by the Purchasing Division for a one (1) year term of the contract with the option to renew two (2) times if the prices remain the same. The bid tabulation is attached. The supplier has submitted all the required paperwork.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution appointing the News-Star as the Official Journal of the City of Monroe, Louisiana, pursuant to the Louisiana R. S. 43:141 et. seq. and further providing with respect thereto. (Council)

(b) Adopt a Resolution recognizing the month of June as Alzheimer's and Brain Awareness Month and further providing with respect thereto. (Dawson)

(c) Adopt a Resolution approving an amendment to Article VII of the Articles of Incorporation of Interstate 20 Economic Development Corporation and further providing with respect thereto.

2. Department of Administration:

Public Comment:

None.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving the two (2) year appointment of Mayor Friday Ellis as a Director to the Board of the Louisiana Local Government Environmental Facilities and Community Development Authority and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution approving Change Order No. Fourteen (14) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto.

(b) Adopt a Resolution accepting as Substantially Complete work done by Amethyst Construction, Inc for the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance approving the Hockey Agreement between the City of Monroe and Perkin Hockey Group LLC further providing with respect thereto.

(b) Introduce an Ordinance approving an application by the Wellspring Alliance to rezone certain property and amending the Zoning Map for the City of Monroe and further providing with respect thereto.

(c) Introduce an Ordinance establishing Purchasing and Bidding Procedures for the City of Monroe and further providing with respect thereto.

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance Ordering and Calling a Special Election to be held in the City of Monroe, State of Louisiana, to authorize the rededication, levy and collection of a special tax therein; making application to the Louisiana State Bond Commission and providing for other matters in connection therewith. (Admin.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
May 28, 2024
6:00 p.m.

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

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

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

There was absent: Mr. Marshall

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

The Invocation was led by Director of Purchasing Mr. Curt Kelly.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Ms. Woods said good evening, and it's good to see everybody. She said she hopes everybody had a really great Memorial Day weekend. She said they always say the next best thing to a three day weekend is a four day work week. She gave her condolences to Pastor James E. Jackson, Faith Harvest Baptist Church, who lost his mother on Sunday and about a month ago he lost his brother. She said the family is really going through and she said if you see him let him know you are praying for him and his family. She stated it has been a pretty rough month for her in her district and she asked for prayers for the Ruck's family that lost their young son in a senseless shooting. She said the Reese family's 22 year old died in his sleep and his mother teaches at Shelling Elementary and the Cole family lost a 17 year old. She said it's like epidemic in the community and it's not anyone person fault but it's not a one person problem but a community problem. She said the City is losing so many of our young babies and the City has to figure out how to tackle this. She said she knows we cannot police certain types of crime because you don't know what's going on in a person's house or at a party. She said the fact is there has to be something done and she is all in. She said she doesn't know what the real answer is or if the City should put more substations in our community to respond quickly. On another note, she said if you know Ms. Voila Horne that lives on Cooper Street she will be turning 90 on the 30th of this month. She said her family gave her a surprise birthday party on Saturday and her favorite color is emerald green and it was a beautiful event. She said it's something big to be said about somebody who lives to be 90 years old especially when there are so many young babies dropping off right now at 22 and 23. She stated it's on the agenda and she hopes it passes; the month of June is Juneteenth month and its coming up again. She said the City is excited and there will be three parades one on June 14th in the Town of Richwood, the infamous parade done by Ms. Marie Brown on June 15th, and June 22nd the Black Chamber. She further stated the City will be sure to put all this on the City's calendar. Lastly, she said Chief Tellis and Sergeant Williams are doing some amazing work with seniors in our community, and they will be in her district (District 3) on Thursday at 2pm at the Powell Street Recreation. She said Home in Monroe is coming June 15th and it will be a mini-series workshop at the Civic Center from 9am until 1pm.

Assistant Chief of Police Mary Tellis stated the Monroe Police Department started SCI (Senior Citizen Initiative) and it is a component of community policing. She said this will make the third community meeting on Thursday. She said the first meeting will be at 2pm at Powell Recreation center and the second one is at 4pm at the Benoit Recreation. She said they are so excited about our seniors because they feel like their voice is not heard and they are often forgotten. She further stated they are excited to hold their first ever senior citizen police academy starting June 5th, 12th, 19th, and 26th from 9am until 12pm. She said to register for the event the telephone number is 318-348-1134 and she said there will also be different activities they will do with them throughout the year. She said they will talk about home safety, internet safety, and financial scams. She said they will also go into the Monroe Housing Units to talk

to seniors to hear their concerns. She said this is not just a one and done, this is the new unit part of the community policing effort and Sergeant Stephanie Williams is over this unit.

Sergeant Stephanie Williams, Monroe Police Department, said this is a new group that Assistant Chief Tellis thought of, and she said she is glad she is allowing her to be part of this division. She said they see new things for our seniors, and she said seniors are often forgotten and don't feel important. She said this division will help get senior citizens back into society not only physically but mentally helping them live longer. She said they will have physical activities and a lot of seniors they have talked to in different meetings want dancing. She said they want to give them what they need to be vital and upon doing that they are actually bridging the gap between police and senior citizens. She noted they are trying to get seniors out and active again because a lot of times they are forgotten about, but they are the foundation. She further noted the City creates everything for children and teenagers but nothing for the seniors. She said this is an opportunity to give back to those that actually created us.

Ms. Woods thanked Chief Tellis and Sergeant Williams for sharing with the City. She said they have already had an introductory meeting at Powell and folks out there are excited about it.

Chief Tellis said the last component to get the City involved is "Adopt A Senior" and they want the City of Monroe to embrace our seniors.

Ms. Woods had further communications and she acknowledged Council Elect Bishop Rodney McFarland and Minister Verbun Muhammad, and she thanked them for coming to the City Council Meeting.

Mrs. Dawson said good evening to everyone and thanked them for attending. She thanked Chief Tellis and Sergeant Williams for coming and she stated that was actually her next announcement. She said they had a senior meeting a couple Thursdays ago and it was phenomenal. She said they got the chance to speak to some seniors in District 5 and they were very vocal about what they want to see at their recreation centers. She said she is excited because the seniors have told them they do feel forgotten sometimes and this is a way to bridge the gap to make sure seniors have one on one communication with police officers. She said this is a way for the officers to get in front of our seniors and let them know who they are; to say they are the ones patrolling the neighborhood and the ones that's going to help when they call. She said that is something the Monroe Police have guaranteed the City will be able to get from the Monroe Police Department and she is very thankful about that.

Chief Jimmie Bryant, Chief Operating Officer, sitting in for Mayor Friday Ellis had no communications from the Mayor.

Mrs. Ezernack thanked everyone for being at the City Council Meeting and she welcomed the newly elected Council Elect who will be taking office July 1st at noon at the Jack Howard Theater.

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

ACCEPTANCE OR REJECTION OF BIDS:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8710 accepting the base bid of Don M. Barron Contractor, Inc. in the amount of \$308,511.25 for the Lakeside Drive water Distribution System Improvements Project and authorizing a city representative to enter into and execute a contract for said work. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Council:

Upon motion of Ms. Woods, seconded by Mrs. Dawson and unanimously approved Resolution No. 8711 recognizing the month of June as Juneteenth Celebration Month in the City of Monroe and further providing with respect thereto.

Ms. Kenya Roberson, 116 Glenwood Drive, stated she is very appreciative that the City is doing this which is very important to the community. She said she hope the City Council and the

Mayor try to attend some of the events that are coming up. She said it would really be helpful to see them all within the community. She said she can come back later to tell the City about some of the things the Chamber has but there are various organization that are doing things this month. She said just like the City attends Mari Gras and all those other things we need to make sure that we also attending Juneteenth.

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8712 granting an exception to the Open Container Ordinance to the Fleet Feet of Monroe for (The Big Run) at the Forsythe Park pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8713 granting an exception to the Open Container Ordinance to Reaper Boat Works LLC (Reaper Fest Music Festival) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto. (There were no public comments.)

Engineering Services:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and approved Resolution No. 8714 approving Change Order No. One (1) for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project and further providing with respect thereto. (Ms. Woods Nay.)

Mrs. Ezernack noted there is a correction to the amount.

Mr. Brandon Creekbaum, City Attorney, stated the amount should be \$65,113.60 and that is on the second line of the whereas clause.

Ms. Woods said for the sake of those at home; she was reading through it and the City is going to have a rededication in cost and adding 7 days. She wanted to know what is going on for this item and she said she always love saving money.

Mr. Morgan McCallister, City Engineer, stated this is a decrease in the overall contract price and the City has removed the striping that is a part of the project. He said the City is coming back with striping for the North 6th Street project and the City has implemented a pilot project in the area for striping to include bike and pedestrian travel lanes. He said the City is finalizing the permanent striping that will go from Louisville to Forsythe and it will be done separately. He noted throughout the City they do striping in various locations and overall, he thinks the last was the Phase 5 striping. He further noted it will not be a part of Phase 6, but they will break it off separately. He reiterated it is a decrease to \$65,113.60 and adding seven construction days for them to wrap up all contract documentation.

Ms. Woods stated for clarification that the City is pulling part of the striping out now. She wanted to know if the City is going to do the pilot part of it now.

Mr. McCallister stated there is temporary striping down that will not last a year at best and the City will come back with the final striping well before the temporary striping.

Ms. Woods wanted to know if the permanent striping part is being pulled out.

Mr. McCallister said what they were going to do as part of the contract is stripe it as it is now with two lanes. He said this is not an afterthought of what they did but they saw this as a perfect opportunity to do a pilot project. He said it cost the City nearly nothing to do and prove out the concept to come back with the final striping.

Ms. Woods wanted to know if the City pulls it out and come back a year later will it still be around \$65,000.00?

Mr. McCallister said no it will not and it will be more because this encompasses the stripe. He said the \$65,000 would be for the existing striping from Louisville to Stubbs. He said the City will come back with a final striping not only to cover this area but going all the way out to Forsythe. He said it is a completely separate project and that is why the City has to break it out. He said a Change Order can't be significantly larger in nature than what you originally scoped out. He said the City can't change order the final striping into this project because it would go against bid law.

Ms. Woods wanted to know if this is something that has to come before the Council.

Mr. McCallister said if it exceeds \$250,000.00 the City will absolutely have to bring this before Council and go out to publicly bid. He said he doesn't foresee it being that much but obviously if it is the City has to come back before the Council to get approval.

Ms. Marie Brown, 1002 South 5th, wanted to know if the premature thanking the City for saving money is minute and if that is what she was hearing for clarification.

Mr. Harvey stated for clarification it is a reduction of the overall cost of the project and it is a completely different approach the City will take for the full stretch of 6th Street.

Mr. McCallister stated that is correct.

Ms. Brown noted she hears what Mr. Harvey is saying but in the beginning the City was being thanked for saving money. She said now the City is saying they will scrap that money to put up a new project that is going to cost more money. She stated her question is why thank the Engineer department for saving money. She said it should have been just pulling the project and charging the City more money later.

Mrs. Ezernack asked Mr. McCallister to quantify why the City broke it up into two parts and are holding back. She wanted to know if it would also help with speed reduction along that corridor.

Mr. McCallister said it is and he stated there were a lot of conversations and meetings that took place that save the City money. He said there have been a number of conversations on this specific project that the City has not agreed with the contractor and have saved the City money. He said they don't present those to the Council and pat themselves on the back for saving money. He further stated to Ms. Brown's and Mr. Harvey's point within the bounds of this project the City is reducing the contract by this amount and the City is going to break out a separate project for striping from Louisville all the way to Forsythe. He noted the City can not change order that into this project because it changes the scope of the project and the reason for ultimately having two projects the City saw an opportunity to meet with the community to implement a pilot project that has proven itself to work. He said the City could have followed a traffic study and did a \$500,000.00 project to find out it didn't work. He said the City spent less than \$7,000.00 in temporary striping that would last up to a year and proved the concept that the City can apply in this area or other areas of the City. He said it was a small investment that the residents wanted to provide safe bike and pedestrian travel lanes using the footprint that the City already have, and the Garden District don't need two lanes of roadway in that section. He said he also did a second traffic study and instead of going out and building sidewalks or ten foot bike lanes in people's yards they are using the existing lane.

Mr. Harvey thanked Mr. McCallister for that, and he said it has made a difference in that section.

Mrs. Ezernack said it's like a freeway and it has been before.

Mr. McCallister stated people travel an average of eight miles per hour over the speed limit and speeding through residential areas. He said by narrowing down this striping the City did two increments of speed study and the average reduction below the speed limit is four. He further stated it is a safer environment and that's what the City is shooting for.

Ms. Woods said she appreciates what the City has done, and she said the City is saving the \$65,000.00 and she can definitely go with the savings. She said her concern now becomes when the City brings it back and she isn't in favor of the \$250,000.00 bid law. She said the \$65,000.00 could easily turn into some large number that the Council will never know about because it doesn't have to come before the Council that is her concern. She stated for the record she is voting against it because of the public bid law, and she does not know how much it's going to cost when the City brings it back. She said if it is under \$250,000.00 the Council will never know how much money was spent on it.

Mrs. Ezernack said in these instances keeping the City abreast of these projects she thinks there will be a list of projects with that kind of information in it. She said she doesn't know where the City stands with getting that off center for the Council but if someone can keep the Council informed.

Mr. Curt Kelly, Director of Purchasing, said when the City changed the purchasing policy, what the Council said in the guidelines, the City provides that update to the Council twice a year. He said it was provided in January and the City will provide it at the six month period. He said every six months the City provides the Council with an update. He said the City provided the list of the updates to all the Council and he said Ms. Woods requested it first but they provided it to all the Council in January of this year. He said there is always transparency when it comes to any project that is under \$250,000.00 and Monroe City has an internal City auditor at the Council's disposal, and it is public record. He noted it will always be out there where the Council can see and know what is being spent. He further noted no project is ever secret when it comes down to anything over \$5,000.00. He said State law requires the City to put it in contract form and they go out and solicit quotes. He noted the City is working on a system now where they can put it out as an advertisement anything up to a certain dollar amount where anyone can bid on it where the City is not only soliciting the quotes. He said they try to get a least five quotes to have competitive bids and he reiterated there is always transparency. He said to say you're not going to bid on something or vote on something because there is no transparency, there is an internal auditor that works at the Council's disposal that they can always see. He said no one is trying to hide or manipulate anything and the City has to answer to the public just like the Council. He said the City thanks God for the Council's service and the City try to make sure they do the right things also. He said the City will provide the Council with that update again and he said anybody in the public can come to their office anytime to ask for this information and they will provide it for them. He said they are hired to do their job just like the Council is elected to do theirs.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8715 approving a Superseding Lighting Agreement between the Department of Transportation and Development and the City of Monroe for the Kansas Lane – Garrett Rd. Connector Project (H. 007300) and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to introduce an Ordinance declaring a 2013 F-150 Crew Cab owned by the City as no longer necessary for public use, authorizing the same to be sold at private sale to the Town of Sterlington, and further providing with respect thereto. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to introduce an Ordinance declaring certain property within Forsythe Park no longer necessary for public use authorizing a lease between the City of Monroe and Northeast Louisiana Children's Museum, Inc., and further providing with respect thereto. (legal) (There were no public comments.)

Ms. Woods stated she has questions, but she is going to visit with the City Attorney, Mr. Brandon Creekbaum. She said she has questions because of some of the language that's in it.

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and approved to introduce an Ordinance Ordering and Calling a Special Election to be held in the City of Monroe, State of Louisiana, to authorize the rededication, levy and collection of a special tax therein; making application to the Louisiana State Bond Commission and providing for other matters in connection therewith. (Admin.) (Ms. Woods Nay.)

Mr. Rodney McFarland I, 1017 Ouachita Avenue, said he has a lot of questions concerning the introduction of this Special Election for this tax. He wanted to know if this is a renewal.

Mrs. Ezernack stated it is a rededication.

Mr. McFarland wanted to know what is it a rededication of and what is the City trying to change with these funds.

Mrs. Stacey Rowell, Director of Administration, noted this is the Capital Infrastructure tax that has been on the books for about twenty-five years. She said it expires and at this point the City doesn't have the availability to be able to bond because there isn't enough time span. She said there are still projects the City can't put on the books because the City needs more funding. She

said typically when you have a tax you are bonding against the City needs at least a ten to fifteen year runway at a minimum to be able to borrow funds.

Mr. McFarland said the City is saying rededication again and he wanted to know if the City is adding other departments to receive these funds.

Mr. Creekbaum said no, and he stated the list of departments that were included in the original tax he thinks was drainage, drainage facilities, street, street facilities, fire station, apparatus, and police station. He said he thinks there was a list of five separate facilities that were in the original tax. He said water works improvements facilities, streets, bridges, drains and drainage facilities, sewers, disposal works, police stations, fire stations, police station, fire trucks and apparatus, public buildings and facilities are the exact same list that are in the existing tax.

Mr. McFarland wanted to know if this is the same tax that came under Mayor Robert Powell.

Mrs. Rowell stated it started as the street maintenance tax in 1994 under Mayor Raymond and they renewed it early and repurposed it as a Capital Infrastructure tax. She further stated it is the tax that have been on the books for a while.

Mr. McFarland stated he doesn't remember the Fire Department being apart of the tax.

Mrs. Rowell stated the City broaden the tax in 2001 to pick up some of those things.

Mr. McFarland wanted to know when this tax expires.

Mrs. Rowell said she believes it expires in the fiscal year twenty-nine or thirty.

Mr. McFarland wanted to know why the City is dithering and dabbling with it now if the City has plenty of time to deal with it.

Mrs. Rowell stated the City have projects that need to be put on the books that the City can't identify funding for. She said if the City wants to borrow against the tax the City needs a minimum of ten to fifteen years. She said it's typical, towards the sunset of one of these that the City try to get that extension to start bringing on more projects.

Mr. McFarland noted the City has thirty-three days before a new City Council take over and he is trying to see the urgency of waiting thirty-three more days. He said the new Council can study this a little bit more and it seems to him this is rushed. He said the City is moving quickly with this when they are right at the line of a new Council, and he doesn't understand the urgency of moving this fast with this election. He stated the Council needs to study this more because the public doesn't have the same information. He said he thought by now he would be receiving this information so he could be abreast of a lot of things that's going on but apparently he is not. He said he has to still come and ask across the mic and he is very much not in favor of this introduction. He said he is asking that the Council table this matter because in thirty-three days the City will have a new Council. He said they all have been preaching about working together and the only way the City will move forward is everybody working together. He said when we see things moving at this pace when the City is at the point of having a new Council; it's a red flag for him and others. He further stated he thinks the City needs to hold up on this and not move forward with this matter.

Ms. Marie Brown, 1002 South 5th Street, wanted to know within the language of this tax being passed will the tax ever have to be passed again after rededicating it.

Mrs. Ezernack stated at some point in the future it would expire out again. She said if this tax pass it will have the same length of time she would think.

Mr. Brandon Creekbaum, City Attorney, stated that is not correct and it is proposed in perpetuity.

Ms. Marie Brown said that is not correct and the Council will never have to pass this tax again. She noted tax without representation is wrong.

Mrs. Ezernack stated there is going to be representation because it is going to be public election.

Ms. Brown said if the Council pass this tax and the public never gets to vote on this tax again, the Council is taking the power from the people. She said she don't understand what the Council don't understand when the Council is putting the public in a position where they have no voice.

She stated this needs to be tabled because it will give the Council coming in a chance to look at all the details. She further stated the Council doesn't know all the details and they thought this tax could be renewed again but it can't. She said if the Council and the community is not up on it that is wrong. She said she never want to vote for a tax that she doesn't have the right to not vote on after twenty-five years. She said the Council is leaving the burden on young people to make a decision and taking their decision to participate in government away. She said the City is losing a lot of things the community can be apart of and this is not right. She said give the next City Council a chance to look at all the details and at this point the Council would have been voting for something they didn't even know was in this bill. She said the tax should have been listed as a renewal for people to understand. She said the State bond commission and providing for other matters in connection there with is talk for the City can spend it anywhere. She said districts 3, 4, and 5 can't get closed in ditches because the City will take care of the Fire and Police Department first and it's not fair. She said it is time for our community to have ditches closed in and bike lanes. She said the Council has to stop doing stuff so quickly that people don't understand, and she thinks it's disrespectful that the City did not inform Mrs. Ezernack that this bill would go on forever.

Mr. Verbon Muhammad, 203 Marx Street, stated his concern with this tax is similar to everyone else. He said in 1994, mainly in South Monroe, there were streets not paved, and he remembers once Mayor Powell was elected he began to pave the streets. He said in 2001 he guess Mayor Melvin Rambin broaden it, but his concern is now the City is broadening it and getting away from what this tax was meant to do. He said there are a lot of streets in South Monroe that need fixing, and he doesn't see any work that is being taken care of maybe one or two. He said he would be interested in knowing how much of this tax really went to street repair. He said if the tax was originally for street repair and the City is talking about fire department, police, and buildings for public use but what about the streets. He further stated he goes under Plum Street under path, and it seems like he has to hit a speed bump that has been there two years. He said he would be interested in knowing how much of this money is really dedicated to fixing streets particularly in South Monroe.

Mrs. Ezernack asked Mr. McCallister to speak to some of the type of projects and how the City has used some of those funds in the past and recent past as well.

Mr. McCallister stated he would echo a portion of that in regard to projects. He said for decades the City have seen an issue with projects not moving forward. He said the City have a lot of shelf ready projects were engineers put forth a great design, but the projects aren't being seen to completion. He said he has been with the City about 2 years and whenever he came aboard the streets included a lot of below grade repairs. He said because they touch a street they are classified as a street repair and through the Atakapa efforts the City is cleaning out these hot spots. He said the City has only been at this a year and have identified eight million dollars' worth of below grade repairs that need to be made. He said there are some the City has classified as critical that need to be taken care of as soon as the City can, and others classified as priority one and two. He said if they are not taken care of in four to five years they will move into the critical category. He said the City is taking a street inventory list and doing a street rehab program essentially what is has entailed in the years past is drainage repair here and there. He said the City is identifying and prioritizing all the City of Monroe streets and the goal is to go in and do subsurface repairs. He noted roughly 25% of this tax is for the street program and he compiled some information from 2020 until 2023; it was roughly 50/50 very small in regards what was spent in districts 1, 2, and 3 verses districts 3 and 4. He said it was about 52% and 48% in the other districts. He said 2023 the City saw a significant increase in spending and money allocated to failing infrastructure. He further noted districts 1,2, and 3 over a two year period received 11.1% of everything that was spent and districts 4 and 5 over 88% was spent for failing infrastructure. He said the City have to address the surface issues and that includes what the City sees and travel on but it's the failing infrastructure that killing the City for lack of better terms. He said the City has a budget of roughly \$420,000,000.00 to spent if the City hits every project on the list and he has a list he is working on that is almost ninety projects. He noted another folder that most people don't know about of other projects that at some point need to hit the pipeline. He said 421 million dollars need to be allocated to projects the City has already identified and it's going to take those funds to do it.

Mrs. Ezernack noted it's a projection of ten to fifteen years. She said talking about bonding out in order to be able to do or finance a project the City would need a long term solution.

Mrs. Rowell noted the State is not going to loan the City money if there is no revenue source. She said for clarification the tax the City is currently collecting was passed in 1994 the street improvement program packaged all the streets. She said every street in the City was rebuilt and the City has a spreadsheet that they were keeping track of all of that, and streets have been added since then. She said that started in 1994 and now the City is thirty years down the road. She said as the City moved through this tax and she came a board must folks involved in it at that time recognized somewhere down the road the City has to rebuild again. She said the City do repairs but at some point the streets have to be taken down to their base and rebuild all over again. She said not to mention some of the other projects that Mr. McCallister didn't get into, but this includes the sewer plant, water distribution issue, and a plethora of other types of projects the City can go through. She said the tax was broadened in 2021 because someone had the foresight to see the City would have infrastructure issues in other areas besides just street. She said the City also was put under the sewer consent decree about the same time and a lot of those funds started pouring into having to fix sewers and the City was under a federal mandate. She said the City is not under the mandate anymore and the City shelved water projects to focus on sewer, but the street program was still rolling. She said those streets were rebuilt and the City has at thirty year life span of streets but until the City have funds dedicated to pay for borrowing the City has to have a funding source.

Ms. Brown stated the City is almost diluting from the issue of this ordinance, and this is not about having special tax this is about having a forever tax. She wanted clarification if 25% of this money is allocated towards streets.

Mr. McCallister said yes ma'am.

Ms. Brown stated for districts 3, 4, and 5 the City is going to divide 25% between 3 major districts with infrastructure that is falling in. She said the community won't see any of that money that will totally benefit the aesthetics of those districts. She said there are ditches everywhere and in thirty years not a ditch has been closed in. She said she has been here ever since these tax have been passed. She further stated now she is going to see a forever tax and the City is only giving district 3, 4, and 5 25%.

Mrs. Dawson noted the City don't need the ditches closed in.

Mr. Harvey noted Mr. McCallister said in the last round that districts 4 and 5 got 88% of the Capital infrastructure funding and districts 1,2, and 3 got the 11%.

Mr. McCallister noted that in 2023 districts 1 and 2 received 47.5 percent of total funding including streets and everything in capital infrastructure program. He said districts 3, 4, and 5 received approximately 52.5 % of total funding in 2020 to 2023. He said 2023 to the current year projected districts 1 and 2 received 11.6 % of total funding and districts 3,4, and 5 would receive 88.4 % of the total budget because of failing infrastructure. He said a lot of it is below grade where the City can't see it. He further noted in regard to streets in these areas recently Lee Avenue, South Grand, Parkview, and other streets being rehabbed. He said the City has to take care of the failing infrastructure and if the City starts adding in projects that affect all districts as a whole that's where the City gets \$421 million and its divided this way if you add in those projects. He said approximately 29.9 % is going to districts 1 and 2 and approximately 70.1 % is going to go to districts 3,4, and 5.

Ms. Brown said she understands what Mr. McCallister is saying but she needs him to understand exactly what she is seeing. She said the City is overlaying the streets and spending a lot of money but what is the quality of the work the City is doing. She said yards are flooding and the City is doing the numbers and doing a lot of change orders, but the quality of the work is not there. She said her street is falling in and instead of doing the underground first the City is doing the top surface first. She said everything that the City is building North of Monroe runs South and putting the pressure on the South. She said what the City is saying in writing on paper with numbers she is not getting it in her community. She said once the Council pass this tax the public can't say are you going make sure this money is spent right. She said she hopes this Council coming in have enough courage to rescind this once the Council pass it.

Mr. Muhammad stated he heard Mr. McCallister and right now only 25% of the 18 million dollars is being generated. He said 25% of 18 million dollars is only 4.5 million to fix streets. He said in 2021 the City probably had an infrastructure problem but in 1994 when Mayor Powell dedicated this tax to fix streets somewhere down the line the City stop fixing streets. He said he is asking the Council to reconsider this ordinance and all the money needs to be dedicated to infrastructure and streets. He said he guess they passed it in 2001 and now the pot of money is smaller, and the City is collapsing. He said the City has a major trunk line which is some serious work down in Atkinson Quarters and its flooding. He said the City will have to find some money somewhere else and to leave this money to fix the streets. He said the streets in the neighborhood are horrible and the public can't get them striped or repaired and the focus is not in the community where it need to be.

Mr. McFarland noted the public is hearing these percentages of how much is going to districts 3,4, and 5. He said the City is trying to paint this picture and some people may buy into that, but there are other pots of money. He said the public knows the City received more money in the last four years than ever before. He said to say the majority of this particular tax money went to districts 3,4, and 5 but what about the other money that came in the City such as the covid and the other infrastructure money. He said the City can fool some people but can't fool all of them. He said he came with an olive branch two weeks ago and today it seems the Council took the olive branch and broke it; to say forget you, we are going to do what we want to do before you get up here. He said thirty-three days from now there will be some new faces on the Council, a new day, and a new way. He said lets work together and he stated there are some things in the ordinance the Chairman didn't even know. He said he is pleading with the Council to pull this introduction and wait for the new Council to work this out. He said for the new Council to be able to ask more questions and read other information about this before proceeding on. He further stated the Council is going to do what they want to do anyway but he is asking again. He said they can work together no matter what picture people paint about the show is going to start. He noted it is not about a show and they want to represent their community and represent them well. He further noted they don't want a tax that is forever, and he doesn't believe the Council wants that. He said he is asking the Council again to please wait until the new Council take over and come together as one to deliberate on these matters.

Ms. Woods wanted to know if the Council can hold on to this Ordinance until the new Council is seated.

Mrs. Ezernack stated there is already a motion on the floor and this is only the first reading. She said it doesn't mean at the final reading it will pass. She said that means the Council have several weeks in order to get more information and she said staff is available for those who have questions. She said she will be asking questions along with her colleagues that will be asking more questions. She said the one thing she does see in this infrastructure tax is if the City had not had that over the last twenty years the City would not have many of the projects mentioned completed. She said the City probably would not have a new water plant and other items. She said questions about covid money can be answered by the administration which has been spent wisely. She said they will open the books just like the City spoke earlier about the projects for Engineering and the extra where the City saved money and spent things under the bid law. She said the administration are the experts and it's their job to keep us informed.

Mr. Harvey voted aye, and he noted he will put almost anything out there for introduction and there are definitely things the Council needs to sort out as a group.

Ms. Woods stated she is going to vote no on this and it's not she is against it one way or the other. She said she just thinks at this point and time the new Council has thirty-three days. She said she served on the Council as this administration was coming in and the old administration was going out. She said it was kind of like they were laying ducks. She said anything that came before the Council that would be impactful like this everybody said they would hold on this until the new Council comes in. She said they were not able to do any business that was under the Mayo administration as he was leaving out; nothing was done. She said because that Council was in favor of just holding because of the small amount of time. She said they thought the task should go to the new Council coming in.

Mrs. Ezernack reiterated to please find out the information the public wants to have, and the Council will be asking additional questions as well. She said again for the final reading the

ordinance may not pass. She said the City may have to start over depending on what the Council's answers are for their questions as well.

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

Upon motion Mr. Harvey, seconded by Mrs. Dawson and approved Ordinance No. 12,219 re-dedicating revenues received from the licensing and taxing of video bingo operations and further providing with respect thereto. (Admin.) (Ms. Woods Nay.)

Mr. McFarland stated as the City tries to hurry to try to do somethings before the new Council is seated he is very much against this ordinance. He said the City Attorney text him and he spoke with him today, but he told him the best thing to do is to call. He said the information he tried to get was not given to him in time and he is kind of disappointed the City is moving quickly on some matters before the new Council. He said he don't like the statement that is being made that the City can't do business because there is a new Council. He noted there is business that the City can conduct but there are some things that will affect the districts in a massive way or the employees of the Monroe City staff then the City needs to take time and wait. He further noted he is still not happy with the fact that minimum wage is \$10.00 and the fact there are those that feel like they are not being heard. He said they won't be heard if the City continues business as usual. He stated tonight has shown him how the City believes business should be carried out. He said he is against this, and he keeps saying to the Council he has given them the olive branch and they keep breaking it up. He said he is asking the Council again to please wait on this until the new Council is seated.

Ms. Marie Brown wanted to know what the City is redirecting revenue to.

Mrs. Ezernack wanted Mrs. Rowell to explain the language added into the existing dedication.

Mrs. Rowell stated it currently can only be used for employee benefits as in insurance retirement. She said it was set up originally to help pay for pension increases and retirement increases because they were coming in at higher rates than what the City had budgeted. She said along came the video bingo and the Council was passing ordinances to put it in place. She further stated the previous administrator asked the Council if the City can set aside those fees the City collects for two purposes; employee benefits not including salary and wages and the other half for capital tax that help fund equipment. She said the City continues to look for ways to be able to put funding together to give raises to employees and this would be a pot of money the City could tap into. She said it is not enough to give a whole lot of raises and it's \$300,000.00 a year. She said some of her calculations and she doesn't know what it was, but it was less than sixty cent or something like that. She said when the City starts piecing together different places to tap into it then it can possibly help fund something down the road.

Mrs. Ezernack wanted to know the way it stands right now, if this doesn't pass if it is only still for the benefits. She said it would not include any kind of salary compensation as a resource if the City needed to pull from that.

Mrs. Rowell said that is correct, no salaries, no wages, or no compensation.

Ms. Brown wanted to know if that is for the administration side of funding or City workers.

Mrs. Ezernack stated it would be for everyone that is not in a union.

Mr. Creekbaum stated it is all employees.

Mrs. Rowell said no, it's for those who already have a tax covering their salary which is police and fire. She said they have sales tax that is in perpetuity that covers their salary increases.

Ms. Brown wanted to clarify if it is the fire and police department.

Mr. Creekbaum stated the police and fire department would not be included in this pool of money because they have an existing sales tax that is in perpetuity. He said the way it was originally written in 2018 it excluded police and fire from the benefit portion as well.

Ms. Brown said it seems the City is right back at the same juncture and the Council don't even know what they are voting on. She said the City is talking about a sixty cent raise.

Ms. Rowell stated she doesn't have the exact number in front of her and it doesn't give much to anybody. She said it was so minute, but it can be added to other pots of money that can give some significant relief.

Ms. Brown stated all the City needs is a side show because this is so much smoke and mirrors, it's ridiculous. She said nobody knows what's going on here and the Council is passing stuff that they are not giving the public an explanation for and that's just wrong. She further stated it looks like the Council is 3 to 1 no matter what or 4 to 4 because she doesn't know what way Ms. Woods is going to vote. She said this makes no sense and the City is redirecting money all over the City and the public don't even know where the money is going. She said they aren't bringing nothing to the community, and she said thirty-three days is too long to leave the Council in power.

Mrs. Ezernack stated she would like to correct what Ms. Brown said concerning the Council. She said the Council knows exactly what this does because they discussed it at their last meeting. She further stated she was asking them for Ms. Brown would know what it was about. She noted if the Council votes this down tonight salaries or any further compensation for people would not be a part of this and it would continue in the same vein that it is currently today.

Ms. Brown apologized, and she stated it was Mrs. Ezernack's shocked look of hearing the City's statements twice. She further stated she miss read Mrs. Ezernack and she assumed with her shocked look she was surprised with what the City was saying. She said the Council don't even know what the City is saying because even what the City is saying they aren't sure of. She said the City isn't giving the public an explanation that they can live with.

Ms. Kenya Roberson, 116 Glenwood Drive, noted she was at the Council meeting prior to this when this ordinance came up. She said she listened to the questions people had when they came up in reference to minimum wage. She said she understands Ms. Rowell stated the sixty cent was just an estimate not the specific amount, however, she thinks about the people that work hard every day. She said she thinks there are various departments that have great workers who are underpaid. She said how long will it take so there can be money that can be allocated to get them above \$10.00. She said while we are sleeping they are up in the rain, out picking up trash, and doing so many things when we are sleeping or protected in our homes. She said she looks at the Council their texting on their phones and looking down when people come to the podium like it's not a concern and it doesn't look well. She said this is the only time for the community to be heard and sometimes it's like why even bother. She further noted she stop coming to Council meetings because she was like why? She said because she serves, she must do, and she has to obedient. She said when the community come to the podium it's almost like here she come; what she want. She said at least look like you are concerned sometimes, and she thinks the City needs to table this because it affects a lot of people. She said not just the people here, the administration, and the department heads but she is looking at the little bitty people.

Citizen Participation

(1.) Mr. Rodney McFarland I, 1017 Ouachita Avenue, stated truly what has been said here tonight, about how the Council acts when someone comes to the podium as if they really don't care. He said thirty-three days will be here before you know it. He said they want to work together for the betterment of this City, and they are tired of the division. He said they are tired of one side receiving and the other side not. He said they are tired of things being covered up and then they have to scrape, pull, and snag in order to get the cover off of the problem. He said those days are going to be over and it is going to be quite different. He further stated it won't be the sideshow that they have predicted but it is going to be business and representing the people of their districts. He noted the constituents will be represented well and things will change. He said everybody will know there is hope in the air of Monroe, Louisiana. He said when they hear about the bids that may come under the new Council, when the Council have to bring something back up again; it will be remembered tonight the ways and actions of the present Council members. On another note, he said the \$250,000.00 under the bid law, maybe that needs to be looked at because it needs to be reduced back down in order for more things to come before the Council. He noted he understands government and where the power lies. He said he served the Monroe City School System for sixteen years and three years consecutively

as the president. He said when the Council comes back in two weeks he pray and hopes they all have a different attitude. He said if not just remember thirty-three days things will change.

(2.) Ms. Marie Brown, 1002 South 5th Street, said it has been a long night and it has been a minute since she came to the Council meetings, but she was really concerned about a lifetime vote. She said the good thing is the citizens will get a chance to decide that and when the Council could have compromised, what happens if it gets voted down? She stated she knows the Council isn't worried about it because districts 3, 4, and 5 aren't voting that will change. She said that is why it is best to compromise and give community something they can live with, and her only issue is a lifetime vote. She further stated to take that out and she would get out to make sure people vote for that item. She said she wants twenty-five years, and she just doesn't want infinity and if it is taken out the community has no problem with it. On another note, she said Juneteenth is coming up and there will be a two day celebration. She said on June 14th they will have breakfast and they would like to see a mixture of the City Council coming out. She said it will be at Reverend Russell's church at 9 o'clock and the breakfast is free but they asking for donation to help pay for the food. She further noted on the 15th they will have their 19th celebration of Juneteenth and the 12th year celebration of the parade. She said twenty years she expects hopefully the City will join the community and truly be apart of Juneteenth. She said it is a celebration for our community and we need to do things to get our community back on track and show we can work together. She said she wants to work together, and she doesn't have time to come to Council meetings anymore. She said she just need fairness and she asked the Council to truly do an olive branch. She said for the City to come out to the Juneteenth celebration even put a float in the parade and they are asking everybody to participate. She said nineteen years this Juneteenth has been going on. She thanked Ms. Woods for making the month of June Juneteenth month because everybody wants to do something, and we can all work together.

(3.) Benjamin Rhodes, 2500 Tichelli, stated he is here on behalf of an organization called Highway and Hedges. He said they are an outreach organization, and they are having an event in the City of Monroe on June 14th and 15th. He said they are setting up at the Burg Jones Lane parking lot recreation center and they are asking for help from the community. He further stated it will be an outdoor event with an LED screen. He noted they are a massive organization and there are hundreds of them that will be marching through the streets of Monroe to proclaim hope to those that are in less fortunate communities and crime ridden areas. He said many of them come from those types of backgrounds and walks of life. He said they are coming to bring hope that there is something better and an effort to bring crime down in the City. He further noted they come from different areas throughout Louisiana, and he is looking to meet with the Councilwoman of that district, the Chief of Police, and the Mayor to see what kind of support they can get in an effort to come together to make this a success. He said they have seen it successful in many places, cities, and states and this will be their second time in Monroe, Louisiana. He said he can leave his contact information with anyone who wants its and he is looking to network with anybody that would like to work with the organization.

(4.) Mr. Quincy Powell, 2500 Tichelli, stated he is here with Mr. Rhodes, and he is one of the pastors of the Refuge Temple Ministries under the guidance of Pastor Channing Hudson. He said he heard Ms. Woods speak about crime and he thinks it's time for us to start looking at different ways to tackle crime. He said we need to start looking at our environments and to say we need more police officers and things of that nature; he believes if you get more police officers, put cages up, treat them like animals they will respond like animals. He said he believes it's in the education and the preaching of the gospel of the Kingdom of God that's going to change the mindsets of the people. He further stated when you have the opportunity to preach God's word you are able to educate people on where they come from and who they are supposed to be. He said by him affiliating with Highways and Hedges their efforts is to preach the gospel and win those that are lost. He noted they are here to take crime out of the minds of people. He said police officers are here to take crime off the street but if they are able to reach them with the City's support we can remove crime out the minds and the hearts of people. He said we need to spend more effort educating people and that's how to rebuild the City in a way that is pleasing to God. He further noted that is what they are looking for and hopefully they get connected with some of the Councilmen to move forward. He said this generations there are not a lot of people looking for answers when it comes down too political and different parties they are not educated to know what's going on. He said we can get hold

of them and give back to those that are young. He said then they can sit in the same seat the Council is sitting in but without that there is on hope. He said he is pleading with the Council, and he said there are a lot of things he sees by coming to the Council meeting that needs to be tackled but we all need to work together. He said we need to not be selfish to consider our own self but consider things that God will want you to do.

Mrs. Ezernack advised Mr. Powell to touch base with Assistant Chief Mary Ann Tellis to know who to contact at the Police Department to talk about their program.

Mr. Powell stated they have already gone through that channel, and they wanted to address the Council to let them know what they are doing to get the support they need. He said they are going to do their job but if we work together and the Council see what they are doing they can eradicate the situation.

Mrs. Ezernack stated the gentlemen that spoke before him mention making contact with police and the Mayor and she wasn't sure if they had already made contact.

Ms. Kenya Roberson, 116 Glenwood, stated she wrote several notes tonight, and she heard Mr. McCallister say the City did have projects that are characterized such as 1, 2, and 3. She said if it is possible, going forward if the community would know or if this could be published on the website. She said the City is great at pumping up their events and if the City give the public some media in reference to where to go to in terms of prioritizing where our streets are and what is coming up then some of the public's questions possibly could be answered. She said for the public to see progress but if the public doesn't see any and it's not transparent for the community but it's transparent to the Council; she is asking going forward with the new Council Elects as well as those who will still be on the Council, to perhaps take that suggestion. She noted in reference to the \$250,000.00 for the bids she heard Mr. Kelly say it is transparent, however, there are people in the community who are just as concerned as to what's going on with the City with projects. She said she is asking if there is a publication, newsletter, email, or something that goes out to the community such as newsletter go into the communities water bills that is something can be publicized in the water bill. On another note, she stated the Northeast Black Chamber are gearing up for the Youth Entrepreneur Academy on June 1st for the 2024-2025 school year and she said this has been a quiet keep secret. She further stated this past school year they had sixty high school students from various parishes and schools. She said they taught them on Saturdays from 11:00 am until 2:00 pm it was completely free. She said they picked them up, fed them, they had speakers to come in, talked about careers, entrepreneurship, and what they need to do. Lastly she stated three minutes sometimes is just not enough to know the important things and she said the City talks about crime, our youth, and the City have to do some things. She said when you have organizations that are putting sweat, blood, and tears night after night, day after day you have to want to listen.

The being no further business to come before the council, the meeting was adjourned at 7:44 p.m., upon motion of Mr. Harvey and it was seconded by Mrs. Dawson.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

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



MEMO

DATE: June 3, 2024
TO: CAROLUS RILEY
FROM: MARY LOU HARRISON
RE: CONDEMNATION FOR CITY COUNCIL ON JUNE 11, 2024

Please place the following condemnation on the agenda for the City Council on June 11, 2024.

1. 4103 Lee Ct. (D4) – Owner – William B. Awl
2. 112 S. 22nd St. (D3) – Owners – Yancy and Katie Pargoud

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF SUNBELT FIRE, INC. IN THE AMOUNT OF \$586,277.00, FOR A CLASS A PUMPER FIRE APPARATUS AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law to purchase a Class A Pumper Fire Apparatus, and Sunbelt Fire, Inc., was the lowest responsible and responsive bidder in the amount of \$586,277.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of Sunbelt, Inc., in the amount of \$586,277.00 for a Class A Pumper Fire Apparatus, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

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

BE IT FURTHER RESOLVED that an authorized city representative be and is authorized and empowered to execute a contract with Sunbelt Fire, Inc., on behalf of the City of Monroe for said purchase.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK



June 11, 2024

Carolus Riley, City Council Clerk

RE: Badger Ultrasonic Water Meters
COM Bid Reference No. 2025-00000008

Bids were received and opened for the purchase of Badger Ultrasonic Water Meters in the City of Monroe Purchasing Division on May 29, 2024. The term of the contract is for one (1) year and with the option to renew two (2) times if the prices remain the same.

We have attached the Bid Tabulation for your files. The Purchasing Division recommends that this bid be awarded to Badger Meter, Inc., based on the bid tabulation. The supplier has submitted all the required paperwork.

Bid award as follows:

<u>Vendor</u>	<u>Item(s)</u>
1. Badger Meter, Inc.	E-Series B-Alloy, 5/8" x 3/4" (7 1/2) E-Series B-Alloy, 1" (10 3/4) E-Series SS, 1 1/2" EL(13) E-Series SS, 2" EL(17) E-Series B-Alloy, 3" RND(17) E-Series B-Alloy, 4" RND(20) E-Series B-Alloy, 6" x 24" RND Prsr E-Series B-Alloy, 8" x 20" RND TP Prsr E-Series Plus Brz, 5/8" x 3/4" (7 1/2)

Please do not hesitate to contact us if you have any questions concerning this award recommendation.

Sincerely,

Curt Kelly
Director of Purchasing

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 APPOINTING THE NEWS-STAR AS THE OFFICIAL JOURNAL OF THE CITY OF MONROE, LOUISIANA, PURSUANT TO THE LOUISIANA R. S. 43:141 ET. SEQ. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R. S. 43:141 et. seq. prescribes that municipalities shall select an Official Journal at their first meeting in June of each year for a term not exceeding one (1) year; and

WHEREAS, the term for the Official Journal has expired;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The News-Star be and is hereby designated, selected and appointed as the Official Journal of the City of Monroe for the upcoming term, subject to all provisions in the La. R. S. 43:141, et. seq.

BE IT FURTHER RESOLVED by the City Council of the City of Monroe, that the Monroe Dispatch and the Monroe Free Press be allowed compensation by the Council for the Regular Council Meeting Minutes and upon any additional requests by City Council, and these funds will come from the City Council Advertising Budget for the fiscal year ending April 30, 2025.

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 _____, 2024.

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 RECOGNIZING THE MONTH OF JUNE AS ALZHEIMER’S AND BRAIN AWARENESS MONTH AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the month of June is Alzheimer’s & Brain Awareness Month, which provides an opportunity for the community to hold a conversation about the brain, share the fact that Alzheimer’s disease and other dementias are major public health issues, and to use their efforts, and brains, to fight Alzheimer’s disease;

WHEREAS, everyone who has a brain is at risk of developing Alzheimer’s disease, which is the only leading cause of death that cannot be prevented, cured or slowed;

WHEREAS, there are an estimated 47 million people living with Alzheimer’s disease and other dementias, and without a change, these numbers are expected to grow to 76 million people by 2030; and

WHEREAS, the City of Monroe encourages its citizens to participate in Alzheimer’s & Brain Awareness Month by raising education and awareness, participating in events, and showing their commitment to ending Alzheimer’s disease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the City of Monroe hereby recognizes the month of June, 2024, as “Alzheimer’s & Brain Awareness Month” in support of the work and effort to spread awareness and fight Alzheimer’s disease and other brain dementias.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING AN AMENDMENT TO ARTICLE VII OF THE ARTICLES OF INCORPORATION OF INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Interstate 20 Economic Development Corporation (“I-20 EDC”) was established under the provisions of Chapter 27 of Title 33 of the Louisiana Revised Statutes of 1950, as amended, and authorized in accordance with said statutes by Resolution No. 2689 of the Monroe City Council, adopted on September 24, 1996;

WHEREAS, Article XIII of the Articles of Incorporation of I-20 EDC provide that all amendments to the Articles of Incorporation may be made by a majority vote of the Board of Directors of the Corporation and shall be subject to the approval of the City Council of the City of Monroe;

WHEREAS, on June 4, 2024, the I-20 EDC Board of Directors voted unanimously to amend Article VII of the Articles of Incorporation to increase the number of members of the Board of Directors as set forth in a copy of the amendment which is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the Monroe City Council hereby approves the attached amendment to Article VII of the Articles of Incorporation of the Interstate 20 Economic Development Corporation as adopted by the Board of Directors on June 4, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

**AMENDMENT TO ARTICLES OF INCORPORATION
INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION**

ARTICLE VII

Section 1. The corporation shall be managed by a Board of Directors (the "Board") in which all powers of the corporation shall be vested, including all the powers and duties necessary, appropriate, or convenient for the administration of the affairs of the corporation, for the management and operation of the corporation's property and activities, and for the performance for and on behalf of the corporation or all acts and things not prohibited by law or these Article of Incorporation. A majority of the Board shall constitute a quorum for conducting the business and affairs of and voting on matters properly brought before the corporation.

Section 2. The Board shall consist of nine (9) directors, all of whom shall be duly qualified electors of the City. Each director shall be entitled to one (1) vote on matters requiring a vote by the Board. The directors shall be appointed as follows:

- 1) One (1) director shall be the Mayor of the City of Monroe;
- 2) One (1) director shall be a member of the Monroe City Council;
- 3) Five (5) directors shall be appointed by the Monroe City Council, with each Council member being entitled to appoint one director who is domiciled within the Council member's district;
- 4) One (1) director shall be appointed by a majority vote of the Board of Directors of the North Delta Regional Planning and Development District; and
- 5) One (1) director shall be appointed by a majority vote of the members of the Ouachita Parish Policy Jury.

Section 3. The directors shall serve a term of four (4) years corresponding to the term of office of the Mayor of the City of Monroe. The Mayor of the City of Monroe may remove any director, with or without cause. Any director may resign at any time by giving written notice of such resignation to the Secretary. Should a vacancy on the Board arise by resignation, death, or

removal, a successor director may be appointed to fill the unexpired term of office in the same manner as the predecessor director was appointed. If no successor director has not been appointed at the expiration of a director's term, the director shall continue to hold office until a successor is appointed.

Section 4. The principal officers of the corporation and Board shall be a President, Vice-President, and Secretary-Treasurer. Each principal officer shall be elected by the Board from among its members and shall hold office for a term of two (2) years or until such officer's successor shall have been chosen and shall qualify, or until the officer's earlier death, resignation, or removal. Any principal or other officer may be removed from office, with or without cause, at any time by a vote of not less than a two-thirds (2/3) of the members of the Board. Any principal officer may resign at any time by giving written notice to the President, except the President shall give written notice to the Vice-President. A vacancy in any other office because of death, resignation, removal, or for any other reason shall be filled by a plurality of the votes actually cast at any meeting of the Board at which a quorum is present that is held during the existence of such vacancy.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING THE TWO (2) YEAR APPOINTMENT OF MAYOR FRIDAY ELLIS AS A DIRECTOR TO THE BOARD OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the “Act”); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the City of Monroe, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

WHEREAS, by Resolution No. 8303, the Council approved the appointment of Mayor Friday Ellis to serve as a Director of the Authority for a two-year term, which expires on June 28, 2024.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, acting in its capacity as the governing authority of the City of Monroe, in legal and regular session convened that:

Section 1. The appointment of Mayor Friday Ellis to serve as a Director of the Authority for a term of two (2) years from the date hereof is approved.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

CERTIFICATE

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on _____, 2024 by the governing authority of the City of Monroe, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS _____ DAY OF _____,
2024.

Title: Monroe City Council 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 APPROVING CHANGE ORDER NO. FOURTEEN (14) FOR THE WATER TREATMENT PLANT RENOVATION AND EXPANSION PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 14 will increase the contract amount for the Water Treatment Plant Renovation and Expansion Project by \$98,802.66 and add 30 additional calendar days to contract time; and

WHEREAS, Change Order No. 14 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 14 for the Water Treatment Plant Renovation and Expansion Project.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

**CHANGE ORDER 14
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. Extending Electrical Circuit to Connect Existing Lights and Receptacles – Addition of \$3,198.37 and 0 days.
2. Removal of Raised Platform in Control Room – Addition of \$17,048.73 and 0 days.
3. Additional Electrical Equipment Startup – Addition of \$4,916.04 and 0 days.
4. Addition of Breaker for Water Heater – Addition of \$430.12 and 0 days.
5. Additional Block for Control Room Doors – Addition of \$5,459.17 and 0 days.
6. Replacement of Combined Filter Effluent Sample Pump #2 – Addition of \$4,917.43 and 0 days.
7. Replacement of Treatment Basin #3 Exterior Switches and Receptacles – Addition of \$1,937.90 and 0 days.
8. Addition of Sump Pumps in the Admin Building Basement – Addition of \$7,821.00 and 0 days.
9. Relocation of North and South Raw Water Vault Panels – Addition of \$7,166.53 and 0 days.
10. Repair of Masonry Knee Wall at Existing Transfer and Backwash Pumps – Addition of \$6,674.42 and 0 days.
11. Addition of Sod to Front of Admin Building – Addition of \$7,465.00 and 0 days.
12. Replacement of Clearwell Flood Valve and Filter to Waste Valve – Addition of \$9,935.00 and 0 days.
13. Electrical Handhole Modifications – Addition of \$4,727.00 and 0 days.
14. Relocation of Admin Building Water Heater – Addition of \$609.20 and 0 days.
15. Removal and Replacement of Curb and Gutter Throughout the Plant – Addition of \$12,944.84 and 0 days.
16. Addition of Power Circuit and Media Converters – Addition of \$2,036.91 and 0 days.
17. Modifications to Lab Plumbing and Process Piping – Addition of \$1,515.00 and 0 days.
18. Request for Time Extension to Complete Change Order Work – Addition of \$0.00 and 30 days.

Attachments: Change Request Documentation

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

The revised Contract Price is:

Original Contract Price	\$ 46,640,000.00
Total net amount of all previous Change Orders	(+ or -) \$ 2,112,972.58
Total net amount of all previous variable quantity adjustments	(+ or -) \$ 0
Total net amount of this Change Order.....	(+ or -) \$ 98,802.66
Current Contract Price, including this Change Order.....	\$ 48,851,775.24

The revised Contract Time is:



01/01/2015 Form CO-2

Substantial Completion Ready for Final Payment

Original Completion Date(s)..... 8/1/23 and 1/29/24 3/15/24
 Total net time adjustment* of all previous Change Orders(+ or -) 119 119
 Total net time adjustment* of this Change Order.....(+ or -) 30 (Phase II only) 30
 * Time adjustment is specified in: Working Days Calendar Days Other _____
 Current Completion Date(s), including this Change Order 10/26/23 and 6/28/24 8/12/24

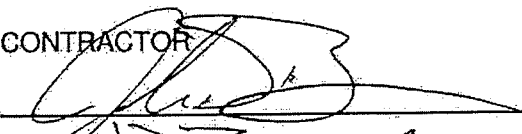
The price and/or time extension set forth in this Change Order is full compensation for all costs and delays, direct and indirect, incurred in connection with the conditions giving rise to this Change Order, the work specified herein, and any consequential costs, delays, or effects on unchanged work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

 By _____
 Date _____


 By J.D. BROWN, COO
 Date 5/21/2024

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


 By _____

Date 5/20/2024

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY AMETHYST CONSTRUCTION, INC FOR THE PARKVIEW DR. IMPROVEMENTS (WINNSBORO RD. TO PLUM ST.) PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by Amethyst Construction, Inc on the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and Amethyst Construction, Inc on the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Parkview Drive Improvements (Winnsboro Road to Plum Street)

ENGINEER'S PROJECT NO. L & A, Inc. Project No. 21E57.17 (001)

OWNER: City of Monroe

CONTRACTOR: Amethyst Construction, Inc., 215 Industrial Parkway, West Monroe, LA 71291

CONTRACT DATE: December 19, 2023

DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: May 30, 2024

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

All work.

The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER on May 30, 2024 and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

May 30, 2024
Date of Substantial Completion

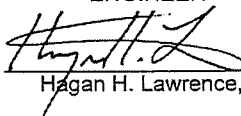
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.

Executed by ENGINEER on May 30, 2024

Lazenby & Associates, Inc.
ENGINEER

By: 
Hagan H. Lawrence, P.E.

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2024
Date

Amethyst Construction, Inc.
CONTRACTOR

By: _____
Ben Holdman, Vice President

The OWNER accepts this Certificate of Substantial Completion on _____, 2024.
Date

City of Monroe
OWNER

By: _____
Stacey Rowell, Director of Administration

FINAL INSPECTION "PUNCH LIST"

Parkview Drive Improvements
L & A, Inc. Project No. 21E057.17 (001)
April 3, 2024

Remaining items to be completed:

1. Spray weed killer in the grass growing through the asphalt apron on the driveway at Minnie Ruffin Elementary. (\$100.00)
2. Remove and dispose of all layout stakes that are within the project limits. (\$100.00)
3. All manhole and catch basin lids shall be pulled by the contractor so that Lazenby & Associates inspector can perform one final inspection for defects. After checking the three southernmost manholes, it was discovered all three needed grout work in the lid adjustment area. (\$1,000.00)
4. The edge line striping is damaged at 1302 Parkview Drive and should be reapplied. (\$1,000.00)
5. There are two locations on the West side of Parkview Drive between MLK Jr. High and Minnie Ruffin that have a void from where signs were removed. Fill dirt is necessary in these locations. There is a large rut at the intersection of Parkview Drive and Ruffin Drive. Fill dirt is necessary. (\$500.00)
6. Slow School Zone symbols are to be applied on Ruffin Drive and the northern limit of the job as shown in the plans. (\$2,200.00)
7. There is a sewer sentry missing from a manhole lid that was adjusted adjacent to Oaklawn Drive. (\$3,250.00)

Total = \$8,150.00

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING THE HOCKEY AGREEMENT BETWEEN THE CITY OF MONROE AND PERKIN HOCKEY GROUP LLC FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe owns and operates the Monroe Civic Center (the “Civic Center”) and its Arena, which can be used to provide entertainment, host events, or other similar promotions or productions;

WHEREAS, the City of Monroe, as a governmental entity, has an obligation to serve the needs and interests of the citizens of Monroe by providing recreational opportunities, improving quality of life, promoting economic development, increasing and supporting tourism, and supporting the long-term operations of revenue-generating City facilities, such as the Civic Center;

WHEREAS, Perkin Hockey Group, LLC owns and operates a minor league professional hockey team (the “Team”), which is presently sanctioned as a team by the Federal Hockey League, Inc., and promotes and produces Hockey Training Camps, Pre-Season Games, Regular Season Games, Playoff Games, and NHL or other or other Professional Hockey Exhibition Games such as the FPHL All-Star Game or key related entertainment events (“Hockey Events”);

WHEREAS, Perkin desires to use the Monroe Civic Center to establish the Team, host Hockey Events, and host other ice-related events at Civic;

WHEREAS, the City of Monroe and Perkin are mutually desirous of Perkin using the Civic Center to establish the Team in Monroe, LA and to conduct Hockey Events and other ice-related events within the Civic Center upon the terms and conditions in the attached Hockey Agreement; and

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

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the proposed Hockey Agreement by and between the City of Monroe and Perkin Hockey Group, L.L.C., a copy of which is attached hereto and made part hereof, be and is hereby approved.

BE IT FURTHER ORDAINED that Mayor Friday Ellis be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to enter into and execute the attached Hockey Agreement with Perkin Hockey Group, LLC.

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

Notice published on the _____ day of May, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

HOCKEY AGREEMENT

between

THE CITY OF MONROE, LOUISIANA

and

PERKIN HOCKEY GROUP, L.L.C.

Dated as of July __, 2024

**HOCKEY AGREEMENT
PERKIN HOCKEY GROUP, L.L.C.**

THIS AGREEMENT (“Agreement”) is made and entered into this [] day of July, 2024 (the “Effective Date”), and is by and between the **CITY OF MONROE, LOUISIANA** (“City”), a Louisiana political subdivision operating under Home Rule Charter, and **PERKIN HOCKEY GROUP, L.L.C.**, (“Perkin” and together with City the “Parties” and each a “Party”) a Delaware limited liability company.

RECITALS:

WHEREAS, City owns and operates the Monroe Civic Center (the “Civic Center”) and its Arena;

WHEREAS, Perkin owns and operates a minor league professional hockey team (the “Team”), which Team is presently sanctioned as a team by the Federal Hockey League, Inc., its successors or assigns in interest or as franchisee of the Team;

WHEREAS, Perkin promotes and produces Training Camps, Pre-season Games, Regular Season Games, Playoff Games, and NHL or other or other Professional Hockey Exhibition Games such as the FHL All-Star Game or key related entertainment events (“Hockey Events”);

WHEREAS, the City has an obligation to serve the needs and interests of the citizens of Monroe and this Agreement serves a public purposes by providing recreational opportunities, improving quality of life, promoting economic development, increasing and supporting tourism, and supporting the long-term operations of revenue-generating City facilities;

WHEREAS, the City and Perkin are mutually desirous of Perkin using the Civic Center to establish the Team in Monroe, LA, and to conduct Hockey Events within the Civic Center, upon the terms and conditions herein contained;

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

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:

**SECTION 1
DEFINITIONS**

Advertising means negotiated signage/advertising located or to be located inside the Arena and visible during all events at the Arena.

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 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.

Arena means that part of the Monroe Civic Center that contains a seating bowl, a floor area appropriate for staging League Games and Hockey Events, a hockey playing floor, equipment suitable for playing Hockey Games and related facilities. The Arena seats approximately 5,550 persons for Hockey Events.

Game Exclusive Area shall mean the following defined and assigned areas, as shown on Exhibit A, mutually agreeable to City and Perkin, that are exclusively available for Perkin's use for Hockey Game or Hockey Event days:

- a. All areas designated as Team Exclusive Area;
- b. Scoreboard system, scoreboard control room, telescreen and other electric computer systems (including all the necessary conduits, receptacles, and ductwork necessary);
- c. Media/Press Room;
- d. Visiting hockey team locker room and restroom/showers; and
- e. Referees' locker room and restroom/showers.

Hockey Event means Training Camps, Pre-season Games, Regular Season Games, Playoff Games, and NHL or other or other Professional Hockey Exhibition Games such as the FHL All-Star Game or key related entertainment events, as set forth in the Recitals.

Hockey Event Day means a day on which a Hockey Event is conducted at the Arena. It does not include rehearsal, move-in or move-out days, or set-up days.

Hockey Season means the means the Federal League hockey season commencing on October 1 and concluding on May 31.

Ice-Related Event shall mean all events that include or make use of the Ice Rink within the Arena, including ice skating, ice shows, youth ice events, or youth hockey camps.

Ice Rink means the enclosed space within the Arena used for ice hockey or ice skating.

League means Federal Hockey League, Inc.

League Game Date means a date on which a League Game is scheduled to be played.

League Game or Hockey Game means a game (including pre-season, regular season, and post-season) played by the Team at the Arena

League Standards mean the rules, regulations, standards and guidelines governing the facility and equipment requirements of the League and its teams, and as such, League Standards may be amended from time-to-time hereafter. A copy of the League Standards, and any subsequent revisions to the League Standards, may be attached to this contract as an addendum.

Merchandise Area means all areas in the Arena where merchandise may be sold.

Monroe Civic Center means the building known as the "Civic Center" located at 401 Lea Joyner Memorial Expressway in Monroe, Louisiana. Any references to "facility" or "civic center" shall have the same meaning as "Monroe Civic Center."

Non-Exclusive Areas means the following with respect to League Game and Hockey Event day in the Arena:

- a. Outdoor plaza, entryways, stairs, elevators, concourses, concessions, lobbies, exits, sidewalks, and passageways;
- b. Parking areas adjacent to the Arena, except those designated for Perkin's use as Team Exclusive Areas; and
- c. Lounges, dining areas, banquet rooms, meeting rooms, dressing rooms, and hospitality areas, except those designated for use by Perkin as Game Exclusive Areas during such Hockey Games or Hockey Events.

Team means a professional hockey team owned and operated by Perkin, which plays all its home games in the Arena.

Team Exclusive Area shall mean the following defined and assigned areas, as shown on Exhibit B, mutually agreeable to the City and Perkin, that are exclusively available to lessee during the term of this Agreement unless there is another, scheduled event that requires the use of such space:

- a. Home hockey Team player's locker room and restroom;
- b. A designated portion of the equipment/laundry room suitable for the storage of team and hockey equipment and supplies during Hockey Season;
- c. A training room;
- d. Coach's office(s);
- e. Merchandise and business office;

- f. Storage space for walls and Ice-Rink related equipment; and
- g. Up to thirty (30) parking spaces to be made available during normal business hours during the Hockey Season, with such spaces being secured or otherwise restricted on Hockey Event Days.

Term shall mean the period of time during which Perkin's activities shall be governed by this Agreement, as defined herein.

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

SECTION 2 TERM

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall terminate at midnight on the last day of the month that is five (5) years from the Effective Date, unless terminated sooner in accordance with this Agreement.

2.2 Extension Option. Provided the Agreement is then in effect and an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this Section, Perkin and City shall, upon mutual agreement, have the right to extend this Agreement for an additional five (5) years (hereinafter referred to as "Extended Term"). Perkin's ability to exercise the aforementioned Extension Option(s) shall be subject to the following conditions:

2.2.1 In order to exercise an Extension Option, Perkin 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;

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

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

2.2.4 City and Perkin shall renegotiate and mutually agree upon the Annual Fee for such Extended Term.

2.3 Right of First Refusal. Perkin shall have the right of first refusal use or rent the Civic Center for ice hockey games that may be offered for rent after the term of this Agreement. This Right of First Refusal shall expire sixty (60) days after the end of the Term. In the event of Perkin's exercise of this right of first refusal, unless otherwise agreed, the fee or rate structure to be paid by Perkin to City shall be an amount equal to the fee or rate structure which a third party has, in good faith, offered to pay for the Civic Center, and on terms no less favorable to City than those contained in

the offer. Perkin shall have thirty (30) days from its receipt of notice of the offer within which to advise City of Perkin's decision whether to rent the Civic Center. The notice of the offer shall contain all the material terms of the proposed agreement. Closing shall occur no later than thirty (30) days from the date on which Perkin advises City of its decision to rent the Civic Center. If Perkin declines to rent the Civic Center, City shall have one hundred twenty (120) days to enter into an agreement in accordance with the offer, or the Right of First Refusal shall again be applicable to the Civic Center.

**SECTION 3
RENTAL AND FEES**

3.1 Annual Fee. Beginning on the Effective Date, Perkin shall pay to City an annual fee in the total sum of \$48,000.00 per year, payable in equal monthly installments of \$4,000.00 ("Annual Fee"). Upon meeting the Minimum Investment Amount, Perkin's Annual Fee shall be reduced to \$36,000.00 per year, payable in equal monthly installments of \$3,000.00.

3.2 CPI Adjustment. Commencing on the first month of the second (2nd) year of this Agreement, and each year thereafter, the Annual Fee shall be adjusted to reflect cost of living increases based on the Consumer Price Index-Urban ("Index"). For purposes of calculating the Rent, the first (1st) 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 Agreement shall be referred to as the "Base Index." For each period, the adjusted fixed fee 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 fee shall be computed as follows:

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

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

3.3 Time and Place of Payments. The Annual Fee, as well as all other charges hereunder, shall be payable in equal monthly installments in advance on or before the first business day of each calendar month of the Term to the Civic Center's normal and customary area for receiving payments.

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

3.5 Delinquent Fees. In the event the Annual Fee due pursuant this Section or any other amounts payable by Perkin hereunder shall not be paid by Perkin on the due date thereof, Perkin

shall pay to City as an additional Annual Fee, an interest charge of one and one-half percent (1.5%) of the amount due for each full calendar month of delinquency, computed as simple interest. No interest shall be charged until payment is thirty (30) days overdue, but any such interest assessed thereafter shall be computed from the due date.

**SECTION 4
USE OF PREMISES**

4.1 Perkin's Use. City grants Perkin the exclusive right to promote and perform Hockey Events at the Civic Center. Perkin agrees to play at least thirty (30) Hockey Games in the Civic Center during each Hockey Season during the term of this Agreement.

4.1.1 Arena, Game Exclusive Area, and Non-Exclusive Area Use for Hockey Games or Hockey Events

4.1.1.1 On each Hockey or League Game Day, from four hours prior to the commencement of the Hockey or League Game until one hour after the completion of the Hockey or League Game, Perkin and its personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Arena and the Game Exclusive Areas and non-exclusive use of the Non-Exclusive Areas for the purpose of playing the Hockey or League Game, and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Hockey Event has been scheduled in the Arena in accordance with Section 5, Perkin and its personnel, guests and invitees shall have the exclusive possession and use of those components of the Arena and the Team Exclusive Areas and the non-exclusive use of those components of the Non-Exclusive Areas that are necessary for the conduct of such practice or event.

4.1.1.2 City agrees to make the Arena and Game Exclusive Areas available to Perkin at least four hours prior to any Hockey Games.

4.2 Ice Shows. Perkin may also perform and promote activities and other ice-related events, such as ice shows, but such other events are non-exclusive to Perkin. Prior to booking and scheduling an ice-related event, Perkin and City, through the Civic Center, shall separately negotiate and mutually agree upon the obligations of the Parties with respect to such event and the division of any revenues or proceeds generated from the event.

4.3 Public Skating. The Civic Center shall be open for public skating at times that are mutually agreeable to the Civic Center Director and to Perkin. The Parties shall mutually agree on a schedule for public skating and separately negotiate the obligations of the Parties with respect to public skating and a division of any revenues and proceeds generated from public skating. The Parties shall endeavor to maintain public skating as long as such is economically feasible.

4.4 Locker Rooms. Unless there is another prior event scheduled, and as set forth in the Team and Game Exclusive Areas, Perkin shall have the right to occupy and use the home team locker

room during the Hockey Season and the visiting team locker room at such time necessary for Hockey Games and visiting team practices.

4.5 Excluded Areas. Except as otherwise agreed and as naturally incident to City's intended use of the Monroe Civic Center herein, this Agreement shall exclude all Non-Exclusive Areas, including lobbies, meeting rooms, general offices, general parking areas, as well as all space in halls, corridors, basements, and grounds used by City for concessions or other purposes, all of which are hereby expressly reserved by City to its own use, with the privilege of occupying and suing same at any and all times during the term of this Agreement, except as would conflict with terms of this Agreement.

4.6 Manner of Perkin's Use. At all times during the Term of this Agreement, Perkin shall use the Arena in accordance with all applicable laws, ordinances, and regulations.

4.7 City Use.

4.7.1 City reserves the right to use the Arena and all other portions of the Civic Center for itself and for the use of others, including scheduling other events, so long as such use does not interfere or conflict with other provisions of this Agreement or the rights of use and occupancy granted to Perkin hereunder. Subject to any scheduled events or recurring, annually scheduled events, Perkin's use of Arena and Civic Center in accordance herewith and pursuant hereto shall be paramount and superior in the event of any such conflict with a Hockey Event. The City shall not be obligated to cancel or re-schedule an event that has already been scheduled, provided that Perkin is notified of the dates of such event.

4.7.2 Perkin's exclusive use and possession of the Team Exclusive Areas and Game Exclusive Areas shall be subject to the common use and occupancy thereof by employees, agents and contractors of City for the purpose of enabling City to perform necessary services and its other obligations as owner, operator and manager of the Civic Center and Arena.

4.7.3 City and its agents and representatives, upon prior notice to Perkin (or without prior notice in the event of an emergency threatening health or safety) shall have the right to enter into and upon any and all parts of the Civic Center, including the Arena and the Perkin Areas, for any legitimate reason related to the obligations of the parties to this Agreement or for any legitimate reason related to fulfilling City's obligation as owner, operator and manager of the Civic Center.

4.7.4 Perkin acknowledges that City is party to agreements concerning the use of the Civic Center and Arena as an emergency shelter for certain events, including hurricanes and other publicly declared natural disasters or emergencies. If the City is required to use the Civic Center as an emergency shelter, the City's obligation do so shall supersede any obligations contained in this Agreement, and Perkin shall not interfere or impede with the use of the Civic Center as an emergency shelter. The Parties shall retain all rights under those agreements to recover any allowable damages as a result of the City's

use of the Civic Center or the Arena as an emergency shelter, but in no event shall Perkin have any rights to recover any damages or lost profits directly from the City.

4.8 If City is unable to deliver possession to Perkin on the dates and times specified, as a result of causes beyond City's reasonable control, City shall not be liable for any damage caused for failing to deliver possession and this Agreement shall not be void or voidable. The term of this Agreement shall not be extended by any such delay.

SECTION 5 SCHEDULING

5.1 Other Agreements. City shall have the right to renew, extend or enter into any similar agreements with any other lessor or renter for use of the Civic Center and/or Arena, provided that any such similar agreements: (i) shall not conflict with the provisions hereof, and (ii) do not give the leasing or renting party greater rights with respect to scheduling between October 1st and May 31st than are provided to Perkin hereunder. The City expressly reserves the right to schedule other events and, if Perkin is notified of the dates of such events, shall not be obligated to cancel or alter any events that are previously scheduled.

5.2 Procedure for Scheduling Hockey Games.

5.2.1 Perkin shall not be given priority scheduling for available booking dates in the first year of this Agreement; however, City and Perkin shall make every effort to identify available dates for Hockey Games from October 1 to May 31 of the first year to allow sufficient dates for Perkin to participate in the Hockey Season.

5.2.2 City shall give Perkin priority for available booking dates by February 15th every year thereafter for the upcoming Hockey Season. City agrees to provide fifty-five (55) dates between October 15th and April 15th, thirty (30) of which must be premium weekend dates (Fridays or Saturdays), and which dates will be provided and reserved by City for exclusive use of Perkin hereunder up to the official release of the League schedule. All other dates are subject to availability based on previous annual shows and community events. All dates not required by the official schedule will be released back to the City within seventy-two (72) hours of the release of the League schedule or any subsequent change to the League schedule. At least five (5) weekend dates (Fridays or Saturdays) will be released back to City within seventy-two (72) hours following the release of the League schedule or August 15 of each year whichever is earlier. All ice-related events must be held between October 1st and May 31 (or the last game of the Team's regular or play off season) of each year unless ice is already in place prior to October 15th or available after May 31 of each year. Anything in this Section 5 to the contrary notwithstanding, the parties hereto shall, by mutual agreement, release back to City, prior to the seventy-two (72) hour period following the release of the League's schedule hereinabove stipulated, such reserved dates provided for herein as City may need for special events at the Civic Center, which mutual agreement shall not be unreasonably withheld. Perkin will

make every effort to accommodate long-standing, traditional events that have been held at the Civic Center on a recurring basis.

5.2.3 In the event Team is in any playoff or championship games, then City shall provide booking dates between March 15th and May 15th or such other period as the League may mandate, for such events in the most reasonable and mutually agreeable manner as will not conflict with any outstanding contractual commitments already made by City, and City will make every effort not to contractually commit any conflicting events during such period so as to enable Perkin to use the Civic Center, Arena and Ice Rink. Perkin recognizes that the City traditionally hosts some commencement ceremonies during this time period and will make all efforts to schedule games so as to not conflict with such ceremonies.

5.2.4 In the interest of a cooperative effort, effort, and recognizing the City's obligation to provide a variety of entertainment opportunities to the community, Perkin and City agree to work together to ensure reasonable and prudent resolution to scheduling challenges.

5.2.5 Perkin shall make every effort to accommodate in its scheduling longstanding and traditional events that have been hosted on an annual basis at the Monroe Civic Center, including but not limited to the events identified and attached on Exhibit C.

5.3 Practices. City shall make the Arena available on League Game dates to both the Team and it's the visiting team by 9:00 a.m. and throughout the day of each League Game. Between October 15th and April 30th of each year, unless another event is scheduled at the Arena, City shall provide Perkin with three hours of daily practice time from 9:00 a.m. until 12:00 p.m. including seasonal and playoff practices. Should any conflict arise from a cause other than another, previously scheduled event regarding daily practice time in the Arena, then City may substitute, at no cost to Perkin, such daily practice time in the Ice Rink, providing, as much as possible and practicable, either daily practice time pursuant hereto in the Arena or in the Ice Rink.

5.4 Training Camp. City shall make the Arena available for Perkin's training camp for a two (2) week period prior to the first game of each League Season of each year hereunder between the hours of 8:00 a.m. and 8:00 p.m. City will commit no less than ten consecutive days for Perkin's annual camp within the fourteen (14) day period. Perkin reserves the right to select the ten (10) consecutive days of camp usage. All other camp days and times outside the aforementioned ten (10) camps days assigned by Perkin are subject to availability.

5.5 Other Unscheduled and New City Events. After the League schedule is set, the City may, with the concurrence of Perkin, schedule a new event on a Hockey Game Date or League Date under the following conditions:

5.5.1 The City shall provide Perkin at least sixty (60) days' notice prior to scheduling the event;

5.5.2 The City shall provide Perkin with an additional date to host a Hockey Game or League Game at no cost to Perkin;

5.5.3 The City shall pay to Perkin all direct costs associated with the cancellation of the Hockey Game or League Game, including:

5.5.3.1 The Team's direct costs, including travel, setup fees, and relocating the Hockey Game;

5.5.3.2 The visiting team's direct costs, including lost travel costs; and

5.5.3.3 The average lost profits of the cancellation, which may be offset by the profits generated from re-hosting the League Game or Hockey Game.

5.5.4 As an alternative to these conditions, the parties may separately negotiate a mutual agreement setting forth the terms and conditions regarding the scheduling of a specific event or events.

5.5.5 The number of new, unscheduled events causing a cancellation of Hockey Games or League Games shall not exceed two (2) in any League Season.

SECTION 6 CITY SERVICES

6.1 City Services. During the term of this Agreement, City, at its sole cost and expense, shall provide the following to Perkin:

6.1.1 Heating, ventilation, and air-conditioning which will cause the Arena to be maintained at temperatures and a level of air quality customary for comparable facilities, except if emergency conditions exist which make it impossible to provide such heating, ventilation and air-conditioning;

6.1.2 Utilities including electricity, gas, hot and cold water, lighting, customary for comparable facilities;

6.1.3 Telephone and internet services, if available, provided that Perkin pays its allocable share of the costs of such equipment and services;

6.1.4 Adequate lighting equipment and apparatus, without additional or supplemental lighting equipment or apparatus, in accordance with applicable League Standards as the same may be waived or modified by agreement of City and Perkin;

6.1.5 Ordinary maintenance and repair of the Arena and all of its components in compliance

with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty;

6.1.6 General protection and security of the Arena and all its facilities consistent with City's current practices;

6.1.7 Grounds maintenance, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of debris, dirt, litter and trash;

6.1.8 Operation of box office facilities during all business hours and on each League Game Date during published box office hours of Monday through Friday 8 a.m. to 5 p.m.; Saturday on Hockey Event days only at 10 a.m. until the start of the Hockey Event; and Sunday on Hockey Event days only at 1:00 p.m. (or three hours prior to game event). Box office facilities will be open through the second period of each League Game Date or the end of intermission of each Hockey Event Date.

6.1.9 Day-of-event services for each League Game and each Hockey Event as follows:

6.1.9.1 Operation of all Arena parking and concessions;

6.1.9.2 Retention, management, and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during, and cleaning up the Arena after, a League Game or Hockey Event, including, but not limited to, ordinary security and crowd control personnel, medical and emergency personnel, ushers, doormen, ticket sellers, ticket takers, telephone receptionists, electricians, maintenance men and janitorial personnel and other necessary labor, but excluding game officials, referees, timekeepers or stagehands, and persons involved in on-ice activities;

6.1.9.3 City shall pay all ticket personnel, janitors, maintenance men, ushers, and doormen;

6.1.9.4 The City reserves the right to determine the most cost-effective and suitable manner for providing day-of-event services.

6.2 Level of Service. City shall retain, manage and supervise, and be responsible for, all personnel needed to perform the City Services. Standards of quality and minimum levels of all City Services, including staffing, shall be subject to the mutual approval of City and Perkin, but in no event shall such standards be less than the standards for all other events at the Arena with similar anticipated attendance levels.

SECTION 7

PERKIN'S OBLIGATIONS

7.1 General Obligations. During the Term of this Agreement, Perkin shall, at its sole cost and expense:

7.1.1 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.

7.1.2 Control, within reason, the conduct, demeanor and appearance of its employees and agents and those doing business with Perkin 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.

7.1.3 Not create, commit or maintain any nuisance, waste, or damage to the Civic Center or Arena 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 Civic Center or Arena.

7.1.4 Not create nor permit to be caused or created with the Civic Center, Arena, or grounds any obnoxious odor, smoke or noxious gases or vapors.

7.1.5 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 at the Civic Center or Arena.

7.1.6 Not overload any floor or paved area at the Civic Center or Arena and shall repair any floor, including supporting members, and any paved area damaged by overloading.

7.1.7 Not to do or permit to be done any act or thing upon or within the premises:

7.1.7.1 Which will invalidate or conflict with any insurance policies covering the Civic Center or Arena or any part thereof or other contiguous property; or

7.1.7.2 Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.

7.1.8 Not keep or store flammable liquids within any covered and enclosed portion of the Civic Center or Arena in violation of Applicable Law or in excess of Perkin's working requirements.

7.1.9 Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Perkin or its operations.

7.1.10 Obtain all business and occupational licenses necessary to conduct its operations.

7.1.11 Promptly conduct or pay for extraordinary maintenance and repair of the Arena caused by Perkin or its operations.

7.1.12 Provide the City with its annual attendance numbers for the League Season.

7.2 Specific Obligations for Hockey Season and League Games. Unless otherwise agreed to by the parties, during each League Season and for each League or Hockey Game, practice, or training camp, Perkin shall, at its sole cost and expense, be responsible for:

7.2.1 Conversion of the Ice Rink.

7.2.1.1 Perkin is solely responsible for installing and converting the Ice Rink for play, including any playing surface or staging area, for use for League Games or Hockey Events, deployment of equipment for League Games, and cleanup following League Games or Hockey Events.

7.2.1.2 Perkin is solely responsible for converting and removing the Ice Rink at the conclusion of the Hockey Season and at the end of the Term.

7.2.1.3 Perkin is solely responsible for covering the Arena and Ice Rink, including, as necessary, the removal of all barriers and covering the playing surface with suitable material of sufficient quality and construction for scheduled events at the Arena during the Hockey Season.

7.2.1.4 The City may assist in the conversion of the Ice Rink or Arena depending upon the availability of sufficient staff or if the City requires an abnormal or unexpected conversion of the Ice Rink of the Arena.

7.2.2 Provision and maintenance of all hockey equipment required by League Standards for the presentation of League Games, all in clean and good working condition and otherwise in compliance with League Standards;

7.2.3 Set up of ice surface and staging areas for League Games, practices, Hockey Events and rehearsals, in accord with League Standards and the stands of the Team.

7.2.4 Paying all stagehand and skilled laborers (to include sound, special effects, video sound operator, and lighting technicians, etc.) employed by City at the request of Perkin, provided, however, that Perkin can call into question what City is paying such laborers and technicians and bid such work out for less, with City's approval, which approval shall not be unreasonably withheld.

7.2.5 Providing team physician(s) and medical staff for all Hockey Events at its own expense.

7.2.6 Providing all Hockey Game officials including referees, scorers, and timekeepers.

7.2.7 The installation of all ice ads, logos, and lines.

SECTION 8 TICKETS

8.1 Pricing.

8.1.1 League Games and Hockey Events. Perkin shall have the sole and exclusive right, in its absolute discretion, to establish the face value of all tickets and the seating manifest for League Games and Hockey Events.

8.1.2 Ice-Related Events. City, through the Civic Center, and Perkin shall mutually agree on a price for all other ice-related events held at the Arena, including ice shows and ice skating.

8.2 Tickets.

8.2.1 Sale of Tickets. Subject to these provisions of this Section, Perkin shall have the exclusive right to sell and control all tickets for League Games and Hockey Events.

8.2.2 Complimentary Tickets. For each Hockey Season hereunder, Perkin shall provide City with up to thirty (36) complimentary reserved tickets per League Game. The location of these complimentary tickets shall be mutually agreed upon by City and Perkin. Tickets provided to City pursuant to the foregoing may be distributed at the discretion of City but may not be sold. All tickets will be tracked, and a list shall be provided to City. City reserves the right to renegotiate by mutual agreement between Perkin and City the complimentary ticket amount on an annual basis, i.e. October 1st through September 30th.

8.2.3 Use of City's Ticketing Services. City retains exclusive rights to contract with a qualified ticket service or software provider for the purpose of providing ticketing to events at the Civic Center. Perkin, to the extent practicable and permitted by any existing agreements, may use City's ticketing services or software to facilitate the sale of tickets. If Perkin uses City's services, Perkin shall be responsible for paying all charges and fees charged to the City and directly attributable to Perkin's sale of tickets.

8.3 Box Office; Ticket Printing

a) City shall operate and control all box office facilities and ticket personnel at the Arena and will use such facilities for (among other things) to print and sell individual game tickets for

League Games and Hockey Events. City shall be responsible for printing all individual (non-season) game tickets to League Games and Hockey Events. All collections made by City from sales of individual game tickets for League Games and Hockey Events shall be remitted to Perkin, net of credit card or service fees, no later than the fifth working day following such League Game or Hockey Event. Such collections shall be remitted together with an itemized statement from City indicating the number of tickets sold, the prices of such tickets, credit card fees, service fees, and other data reasonably requested and mutually agreed upon by City and Perkin.

- b) Perkin shall be responsible for printing and disseminating season tickets. If Perkin utilizes the City or its services to print season tickets, Perkin shall reimburse City for all direct costs, mutually agreed upon by and between City and Perkin, that have been incurred by City in providing season tickets. Perkin and the City each reserves the right to advertise or sell advertising on any such tickets and shall split the revenues from such advertising equally. The Parties shall keep each other reasonably informed about their efforts to sell any advertising on season tickets. No later than January 1 of each year, the Parties shall agree to a distribution of the funds for advertising sold on tickets for the prior calendar year and a method of distribution.
- c) Subject to any agreed-upon group-discounted ticket procedures, City, upon request from Perkin, shall print group-discounted tickets for individual games. Perkin shall reimburse City for all direct costs, mutually agreed upon by and between City and Perkin, that have been incurred by City in providing group game tickets.

8.4 Ticket Revenues; Capital Fund

8.4.1 Season Ticket Revenues. Subject to the Perkin shall be entitled to receive all revenues derived from the sale of season tickets for the Hockey Season.

8.4.2 Group Ticket Revenues. Perkin shall be entitled to receive all revenues derived from the sale of group-discounted tickets, provided, however, that City shall receive twenty percent (20%) on all group-discounted tickets and sponsorships sold by the City on behalf of Perkin. Group sale procedures shall be mutually agreed upon, in writing, by both parties prior to the start of each League Season.

8.4.3 Non-Season Tickets. For all individual (non-season) tickets for League Games and Hockey Events, City shall be entitled to receive a facility fee, not to exceed \$3.00 per ticket sold ("Facility Fee"), that shall be allocated as follows:

8.4.3.1 Up to \$1.00 of the Facility Fee shall be reserved by the City in a fund dedicated to the maintenance and improvement of the Civic Center or Arena, which shall be used to conduct repairs or maintenance to the Civic Center or Arena during the Hockey Season, and if sufficient funds are available, to conduct capital improvements to the Civic Center or Arena.

8.4.3.2 Up to \$2.00 of the facility fee can be allocated as revenue or used to defer the other costs of operating or maintaining the Civic Center and arena.

8.4.4 Target Occupancy Incentive. If the total tickets sold, including season tickets, group-discounted tickets, and individual game tickets, to a Hockey Event, League Game, or Hockey Game, exceeds 2,700 in number, then for each ticket sold above 2,700, the City shall receive, in addition to any other fees or revenues, \$1.00 per ticket as additional revenue.

SECTION 9 ADVERTISING

9.1 Advertising.

9.1.1 Perkin shall have the sole and exclusive right to sell permanent advertising space inside the Arena of the Civic Center only, to include all ice, dasher, and all the back-lit signage. Perkin shall be solely and exclusively entitled to collect and retain any and all revenues arising from the sale of such advertisements, of whatsoever kind and nature. The City retains the reasonable right to approve or reject any advertising within the Arena.

9.1.2 City reserves the right to sell all other advertising outside the Arena and the exterior of the Civic Center, being entitled to 100% of all revenue from sale of such advertisement, of whatsoever kind and nature.

9.1.3 City and Perkin shall share equally in the net revenues derived from the sale of advertising on any and all matrix boards, video walls, or similar types of medium for Hockey Events or other ice-related events. If any video boards or jumbotrons are installed within the Civic Center during the Term of this Agreement, the City shall have the right to sell advertising space within such video boards or jumbotrons and keep all revenues derived therefrom; provided, however, that Perkin shall be allowed reasonable space to provide advertising for its sponsors at no additional cost to Perkin or its sponsors.

9.1.4 City shall advertise each Hockey Game in and on any advertising medium controlled by City, including calendar of events, marquees, and matrix boards during events held at the Civic Center.

9.2 Third-Party Agreements. Perkin agrees to abide by the provisions of any exclusive advertising agreements to which City is a party, whether now existing or in the future.

9.3 Broadcasting, Press Box, and Public Address System

- 9.3.1 Perkin shall have the right to broadcast or cablecast home games and shall be entitled to collect and retain one hundred percent (100%) of any fees received for such rights. Perkin shall pay all costs incurred for broadcasting and/or cablecasting.
- 9.3.2 To the extent existing and available, City shall provide and/or maintain a press box and off-ice officials' box that are located above the seats in the Civic Center directly across from one another, each equipped with an intercom system throughout the Term of this Agreement.
- 9.3.3 Perkin, at its sole cost and expense, shall supply a public address announcer and enough personnel for Hockey Games.

SECTION 10 OTHER REVENUES

10.1 Concession and Catering Revenues for Hockey Events.

- 10.1.1 The revenues from the sale of concessions and catering sold during Hockey Events shall be divided as follows:
 - 10.1.1.1 City shall be responsible for selling and collecting the revenues from concessions, including food and beverage, and catering and may contract with third parties to perform these services.
 - 10.1.1.2 The City shall be entitled to recoup its direct costs from the sale of concessions, including food and beverage, and catering sold at each Hockey Game or Event. Net revenues from the sale of concessions and catering shall be determined by subtracting the normal and reasonable costs of goods, labor, and services, including the costs of any third parties retained to sell such concessions, from the gross revenues from sale of concessions and catering.
 - 10.1.1.3 City shall be entitled to all net revenues from the sale of concessions and catering at Hockey Events or Hockey Games until its direct costs of hosting the Hockey Game or Hockey Event, including all costs of providing the day-of-event services set forth in Section 6.1.9, have been recouped. The City shall apply any revenues received from Parking (Section 10.3), the revenue portion of the Facility Fee (Section 8.4.3.2), Target Occupancy Incentive, and Target Occupancy Incentive (Section 8.4.4) to the direct costs of hosting the Hockey Game or Hockey Event before the application of any net revenues from the sale of concessions and catering.
 - 10.1.1.4 After the City has recouped all the direct costs from hosting the Hockey Game or

Hockey Event, Perkin and City shall split any remaining net revenues from concessions, including food and beverage, and catering sold during the Hockey Game or Hockey Event, with City receiving seventy percent (70%) of the net revenues and Perkin receiving thirty percent (30%) of the net revenues.

10.1.1.5 City shall remit to Perkin its share of the net revenues monthly, no later than fifteenth day after the preceding month, and shall deliver an itemized statement of all revenues and expenses to Perkin at the time of remittance.

10.1.1.6 Perkin shall have the right to recommend pricing for concessions and catering, recommend the selection of items for concessions and catering, and identify opportunities to enhance or increase sales of concessions and catering.

10.1.2 The City and Perkin may agree to allow the City to sell commemorative cups or other food or beverage items bearing the Team's logo or other hockey- or ice-related items unique to Perkin, the League, or the Team, with the approval of Perkin, or in the alternative, on such terms and conditions that are agreeable to Parties. City, through the Civic Center, is authorized to negotiate an such agreement, if necessary.

10.2 Merchandise. Perkin shall be entitled to the revenues from the sale of all hockey merchandise sold, whether at the Arena or at the Ice Rink. The City shall not be responsible for securing or selling any merchandise or any costs associated with the sale of hockey merchandise. City shall have final approval of display and sale areas. The revenue from any other non-hockey merchandise sold during an event shall belong to City.

10.3 Parking. City, through the Civic Center, shall be entitled to establish a parking fee for Hockey Events or other ice-related events, and shall be entitled to all revenues from such parking fees.

10.4 Naming or Exclusive Rights. The City reserves the right to enter into agreements with third parties for naming rights or other exclusive rights, provided that such agreements shall not interfere with or impede the obligations of the parties under this Agreement. The City shall be entitled to receive all revenue from any such agreements. If, however, Perkin secures a vendor or sponsor for naming or exclusive rights acceptable to the City and the City successfully enters into an agreement with such vendor or sponsor on terms and conditions agreeable to and approved by the City, City shall be entitled to receive sixty (60%) percent and Perkin entitled to receive forty (40%) percent of the any cash revenues received as part of such agreement.

10.5 Third Party Agreements. Perkin agrees to adhere to any third-party agreements, whether in existence now or in the future, which may be in conflict with this agreement, such as pouring rights or distribution of food and beverages.

SECTION 11
INVESTMENT AND IMPROVEMENTS

11.1 Minimum Investment Amount. The City requires Perkin to commit to providing capital investment in its operations and to ensure the success and quality of the its production. Perkin shall expend no less than the fair market equivalent of One Million Dollars (\$1,000,000.00) (the “Minimum Investment Amount”) in capital investment within the first two (2) years of this Agreement. Such capital investment shall be proven by providing invoices, market valuations and other proof of expenditure to the City to demonstrate the amounts expended. Capital investment includes, but is not limited to, the purchase of hockey boards, plexiglass, ice-related equipment, ice production and cooling systems, flooring, edgers, and other customary equipment necessary to establish and maintain an Ice Rink at the Arena.

11.2 Construction Obligations of Perkin.

11.2.1 Subject to and in accordance with the provisions of this Section, Perkin shall be responsible for designing, constructing, and installing an Ice Rink and appurtenant structures required by League Standards to conduct Hockey Games or Hockey Events within the Arena.

11.2.2 Perkin will be solely responsible for obtaining all necessary permits to complete any construction and installation. The City agrees to reasonably cooperate with such efforts.

11.3 Design Review Process

11.3.1 All plans and specifications relating to the Ice Rink and its appurtenances shall be prepared by (or on behalf of) Perkin at its sole cost and expense and approved by the City.

11.3.2 To the extent required, Perkin shall comply with all established City processes and procedures, including submitting applications through the City’s online portal, for the construction of new buildings or improvements, including submitting any required applications, site plans, surveys, grading and drainage plans, utility plans, paving plans, site detail sheets, erosion control plans, landscape plans, profile sheets, geotechnical reports, drainage statements, projects plans and specifications, building plans and any other required documentation necessary for the City to assess the proposed development.

11.3.3 The City retains the reasonable authority to approve or reject plans for the construction of improvements on the premises. The City also retains the reasonable right to approve the design and aesthetic features of the Ice Rink.

11.3.4 Perkin shall be solely responsible for obtaining all required approvals and permits from Governmental Authorities, including applicable state and federal agencies, for the

Project. City will cooperate with and assist Perkin with the development of said plans and specifications.

SECTION 12 INSURANCE COVERAGE

12.1 Insurance Coverage.

12.1.1 Perkin shall, at its sole cost and expense, maintain during the Term:

12.1.2 Workers' Compensation and Employers' Liability. Insurance in accordance with the State of Louisiana statutory requirements.

12.1.3 Commercial General Liability. Commercial General Liability Insurance, including Premises & Operations, Personal Injury and Death, Contractual for this Agreement, Independent Contractors, and Broad Form property Damage including Completed Operations, in an amount not less than \$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability.

12.1.4 Automobile Liability. Automobile Liability Insurance shall be maintained by Perkin as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on City's premises with limits of not less than \$1,000,000 limit each person/\$1,000,000 limit each accident for bodily injury and \$1,000,000 limit each accident for property damage liability.

12.1.5 Umbrella Liability or Excess Liability. Umbrella Liability or 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.

12.2 Additional Insured. Perkin 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 any of Perkin's indemnity obligations. There will be no charge to City for such coverage and a certificate of insurance evidencing such coverage shall be furnished to City within thirty (30) days after execution of this Agreement.

12.3 Right to Revise or Reject. On the one-year anniversary of the Effective Date, and year thereafter, City has 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, City shall demonstrate that such change is reasonable based on industry standards or is reasonably necessary based on the risks associated with the Perkin's use and operation of the premises. Additionally, 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 Agreement requires the Perkin to provide to the City copies of any insurance policy obtained or maintained by the Perkin. It is furthered agreed that Perkin shall not do or permit to be done anything upon any portion of the premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the 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 premises. Any policy provided by Perkin shall be primary insurance for any event occurring on the premises or otherwise indemnified by Perkin, and provide that Perkin's insurer shall not subrogate against the City or its insurer.

12.4 Type of Insurance. All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in Louisiana, such responsibility and the insuring agreements to meet with the reasonable approval of licensor. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable. The insurance obligations in this Section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other Sections of this Agreement.

12.5 Furnishing Information. At the request of City, Perkin shall promptly furnish loss information concerning all liability claims brought against Perkin (or any other insured under Perkin's required policies), that may affect the amount of liability insurance available for the benefit and protection of City under this Agreement. Such loss information shall include such specifics and be in such form as City may reasonably require.

SECTION 13 INDEMNIFICATION

13.1 Indemnification.

13.1.1 Perkin shall hold defend, indemnify, exempt and hold harmless the City, its officials, agents, employees, and insurers (the "City Indemnitees"), 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, Perkin, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Perkin's operations, or anything done or omitted by Perkin under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the grossly negligent or intentional acts or omissions of City, its agents or employees.

- 13.1.2 Perkin further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the City Indemnities, Perkin shall defend the City indemnities at Perkin's expense by counsel reasonably satisfactory to the City Indemnities. In the event Perkin does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action, then Perkin shall, in addition to the above, pay City's the attorney's fees, legal expenses, and costs incurred by the City Indemnities in providing such defense and Perkin agrees to cooperate with City in such defense and Perkin agrees to cooperate with City in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the City Indemnities.
- 13.1.3 The City Indemnitees shall not be liable to Perkin 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.
- 13.1.4 Perkin agrees to pay for all damages to the Civic Center and Arena caused by Perkin's misuse or neglect thereof, its apparatus or appurtenances.
- 13.1.5 Perkin shall be responsible and liable for the conduct of its employees and agents in and around the Civic Center and Arena.
- 13.1.6 The City, its agents, employees and contractors shall not be liable for, and Perkin hereby releases all claims for business interruption, damage to person or property sustained by Perkin, or any person claiming through Perkin, resulting from any fire, accident, occurrence, or condition in or upon the premises 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 Civic Center or otherwise; (vii) the falling of any fixtures; (viii) broken glass; or (ix) the act or omission of any other person or party.
- 13.1.7 Perkin 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 Perkin or any Perkin Party or those under its control.
- 13.1.8 City shall give Perkin reasonable notice of any suit or claim for which indemnification will be sought under this Section. City will allow Perkin or its insurer to compromise and defend the same to the extent of the interests of both Perkin and City, and

reasonably cooperate with the defense or reasonable settlement of any such suit or claim.

13.1.9 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.

SECTION 14 DEFAULT AND TERMINATION RIGHTS

14.1 Perkin's Default. The following provisions govern the Perkin's default and the City's remedies.

14.1.1 The occurrence of any of the following events shall constitute a breach and a "Perkin's Default" under this Agreement:

14.1.1.1 Perkin's failure to (i) pay the Rent, any portion thereof, or any other sums payable hereunder, for a period of thirty (30) days after written notice by City of the date due, or (ii) maintain the insurance required by this Agreement.

14.1.1.2 Perkin's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Agreement for a period of thirty (30) days after written notice by City, provided that Perkin shall not be in default after the end of such thirty (30) day period if Perkin commences a cure of such default within such thirty (30) day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one thirty (30) days from the date of such written notice or as soon as commercially reasonable considering the time within such cure may be accomplished;

14.1.1.3 The bankruptcy of Perkin;

14.1.1.4 Perkin making an assignment for the benefit of its creditors;

14.1.1.5 A receiver or trustee being appointed for Perkin or a substantial portion of Perkin's assets and is not removed within one hundred twenty (120) days of such appointment;

14.1.1.6 Perkin's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

14.1.1.7 Perkin's vacating or abandoning the premises;

14.1.1.8 Perkin's interest under this Agreement being sold under execution or other legal process;

- 14.1.1.9 Perkin's interest under this Agreement being modified or altered by any unauthorized assignment or subletting or by operation of law;
- 14.1.1.10 Failing to meet the Minimum Investment Amount;
- 14.1.1.11 Any of the goods or chattels of Perkin used in, or incident to, the operation of Perkin's business in the premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding
- 14.1.2 City's Rights and Remedies. In the event of the occurrence of any Lesse's 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:
- 14.1.2.1 Terminate Perkin's right of use or possession under the Agreement and re-enter and retake the premises and rent or relet or attempt to rent or relet the premises on behalf of Perkin at such rent or fees and under such terms and conditions as City may deem best under the circumstances for the purpose of reducing Perkin's liability. City shall not be deemed to have thereby accepted a surrender of the premises, and Perkin shall remain liable for all Annual Fees, or other sums due under this Agreement and for all damages suffered by City because of Perkin's breach of any of the covenants of the Agreement.
- 14.1.2.2 Declare this Agreement to be terminated, ended and null and void, and re-enter upon and take possession of the premises, whereupon all right, title and interest of Perkin in the premises shall end.
- 14.1.2.3 Accelerate and declare the entire remaining unpaid Annual Fee for the balance of this Agreement and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.
- 14.1.2.4 If any policy of insurance required under this Agreement shall expire and not be renewed or replaced by Perkin within five (5) days of such expiration, the City may obtain such insurance, and the cost of such insurance shall be reimbursed by Perkin to the City as Additional Rent within fifteen (15) days of Perkin's receipt of an invoice therefor.
- 14.1.2.5 Exercise any other remedy available to the City for such Event of Default under Applicable Law.
- 14.1.3 Habitual Default. Notwithstanding the foregoing, in the event that the Perkin 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 Perkin, and regardless of whether the Perkin has cured each individual condition of breach or default, the Perkin may be determined by the City to be an “habitual violator.” At the time that such determination is made, the City shall issue to Perkin a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Perkin 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 Agreement. In the event of any such subsequent breach or default, the City may terminate this Agreement upon the giving of written notice of termination to Perkin, such termination to be effective upon delivery of the notice to the Perkin.

14.2 City’s Default. The following provisions govern Perkin’s default and the City’s remedies.

14.2.1 The occurrence of any of the following events shall constitute a breach and a “Perkin’s Default” under this Agreement:

14.2.1.1 City’s failure to pay any sums payable under this Agreement for a period of thirty (30) days after written notice by Perkin of the date due;

14.2.1.2 City’s failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Agreement for a period of thirty (30) days after written notice by Perkin, provided that City shall not be in default after the end of such thirty (30) day period if City commences a cure of such default within such thirty (30) day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one thirty (30) days from the date of such written notice or as soon as commercially reasonable considering the time within such cure may be accomplished.

14.2.2 Perkin Rights and Remedies.

14.2.2.1 In the event of City’s default hereunder, then in addition to any other rights or remedies Perkin may have under any law, Perkin shall have the right to terminate this Agreement upon thirty (30) calendar days’ notice to City.

14.2.2.2 The termination or expiration of this Agreement shall not relieve City of its obligation to pay or remit to Perkin any amounts due to Perkin through the date of termination or expiration.

14.3 Additional Provisions. No re-entry or retaking possession of the premises by City shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention be given to Perkin, nor shall pursuit of any remedy herein provided constitute a forfeiture

or waiver of any annual fees 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 any annual fees 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 Agreement 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.

14.4 Surrender. All the time this Agreement terminates, whether by expiration of the Term or by early termination, Perkin shall, within a period of time mutually agreed upon by City and Perkin, vacate the Arena and remove its property from the Arena.

14.5 Waiver of Jury Trial. City and Perkin 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 Agreement, the relationship of City and Perkin, Perkin's use or occupancy of the premises, and/or claim or injury or damage.

14.6 Time of the Essence. Time is of the essence of this Agreement, and in case Perkin 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 Agreement, City may declare Perkin to be in default of this Agreement.

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

SECTION 15
OTHER REMEDIES AND RELATED ISSUES

15.1 Offset. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.

15.2 Waivers. The waiver by either party hereto of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments. Neither party shall be deemed to have waived any term, covenant or condition unless such party gives the other party written notice of such waiver.

15.3 Additional Remedies and Related Issues. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by any party unless a specific waiver thereof by such party shall be in writing.

SECTION 16
DESTRUCTION OR DAMAGE

16.1 Destruction or Damage Repairable Within Six Months. If the Civic Center or Arena is damaged by fire, earthquake, act of God, the elements or other casualty, City shall, subject to the provisions of Section 15, repair the damage, if such repairs can, in City's reasonable opinion, be completed within six months after the damage; provided, however, that if City's insurance proceeds are insufficient to pay for, and City does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games and Hockey Events, Perkin shall have the option to terminate this Agreement. If City reasonably determines that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect, except that Perkin's performance obligations hereunder shall be abated for any period that Perkin is prevented from using the Arena.

16.2 Destruction or Damage Not Repairable in Six Months. If City advises Perkin that, in City's reasonable opinion, such repairs to the Arena cannot be completed within six months after the damage, Perkin shall have the option to: (a) terminate this Agreement, or (b) if City agrees to repair such damage, to continue this Agreement in force and effect, provided, however, that during such period Perkin's performance hereunder shall be abated.

16.3 Repairs. Unless directly caused by an intentional or grossly negligent act of the City, Perkin shall be responsible for repairing and the costs of repairing any damages to or defects in the Ice Rink. Unless directly caused by an intentional or grossly negligent act of the Perkin, City shall be responsible for repairing and the costs of repairing any damages to or defects in the Arena. If damage occurs to the Ice Rink or Arena beyond the control of the Parties, making it unplayable, City assumes no responsibility for providing an alternate playing site.

16.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Civic Center or Arena by fire or other casualty, and any present or future law, which purports to govern the rights of City and Perkin in such circumstances in the absence of express agreement, shall have no application.

SECTION 17 MISCELLANEOUS

17.1 Amendment. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Perkin or City to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Perkin or City of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party making the waiver.

17.2 Rental Agreement. This Agreement is intended and shall be construed as rental agreement by City to Perkin and shall not operate to best in Perkin any ownership interest in the Arena or the property of City, whether real or personal, tangible or intangible.

17.1 Consents. No consent or approval by City or Perkin, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

17.2 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

17.3 Notices. All notices demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

To City:
Legal Department
City of Monroe
P. O. Box 123
Monroe, LA 71210

To Perkin:
Perkin Hockey Group
Nic Perkin
3436 Magazine St. #622
New Orleans, LA 70115

17.4 Successors. The covenant, terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of City and Perkin and their respective successors and to the extent permitted herein, assigns.

17.5 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

17.6 Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neutral adjectives and pronouns include one another.

17.7 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17.8 Assignment. Either party may assign this Agreement upon obtaining the written consent from the other party.

17.9 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable (the "void provision"), the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except that if as a result of the void provision either party is deprived of an important element of such party's rights, revenues or obligations under this Agreement, then: (i) the parties shall negotiate in good faith: (A) to provide for a substitute provision, the form and substance of which shall be legally valid and intended to accomplish the same result as the void provision, or (B) to otherwise amend this Agreement to compensate the party adversely affected by the-void provision, or (ii) if the parties cannot agree on such a substitute provision or other amendment to this Agreement within thirty (30) days after such void provision was found to be void, then the party adversely affected by the void provision shall have, the right to terminate this Agreement upon thirty (30) days prior notice to the other party.

17.10 Cross Reference. Any reference in this Agreement to a Section, Subsection, Article, or

Exhibit is a reference to a Section, Subsection, Article, or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

17.11 Further Assurances. City and Perkin shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as City or Perkin shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

17.12 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.

17.13 Relationship. The parties are not a partner, joint venture or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.

17.14 Governing Law. This Agreement, and any dispute arising from or related to this Agreement, shall be governed by the Louisiana law.

17.15 Venue. The exclusive venue for any suit arising out of or related to this Agreement shall be the Fourth Judicial District Court, Ouachita Parish, State of Louisiana.

17.16 Confidential Information. When providing any records to the City, Perkin shall identify any such records that Perkin claims are confidential or trade secrets ("Confidential Information") under Louisiana law. In the event City receives any public records request for such Confidential Information, City shall notify Perkin and allow Perkin a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. If Perkin 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 Perkin.

SIGNATURE PAGE FOLLOWS

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

CITY:
CITY OF MONROE

RENTAL:
PERKIN HOCKEY GROUP, L.L.C.

BY: _____
Printed Name: **Friday Ellis**
Title: **Mayor**

BY: _____
Printed Name:
Title:

WITNESSES FOR CITY:

WITNESSES FOR LESSEE:

Signature

Name Printed

Signature

Name Printed

Signature

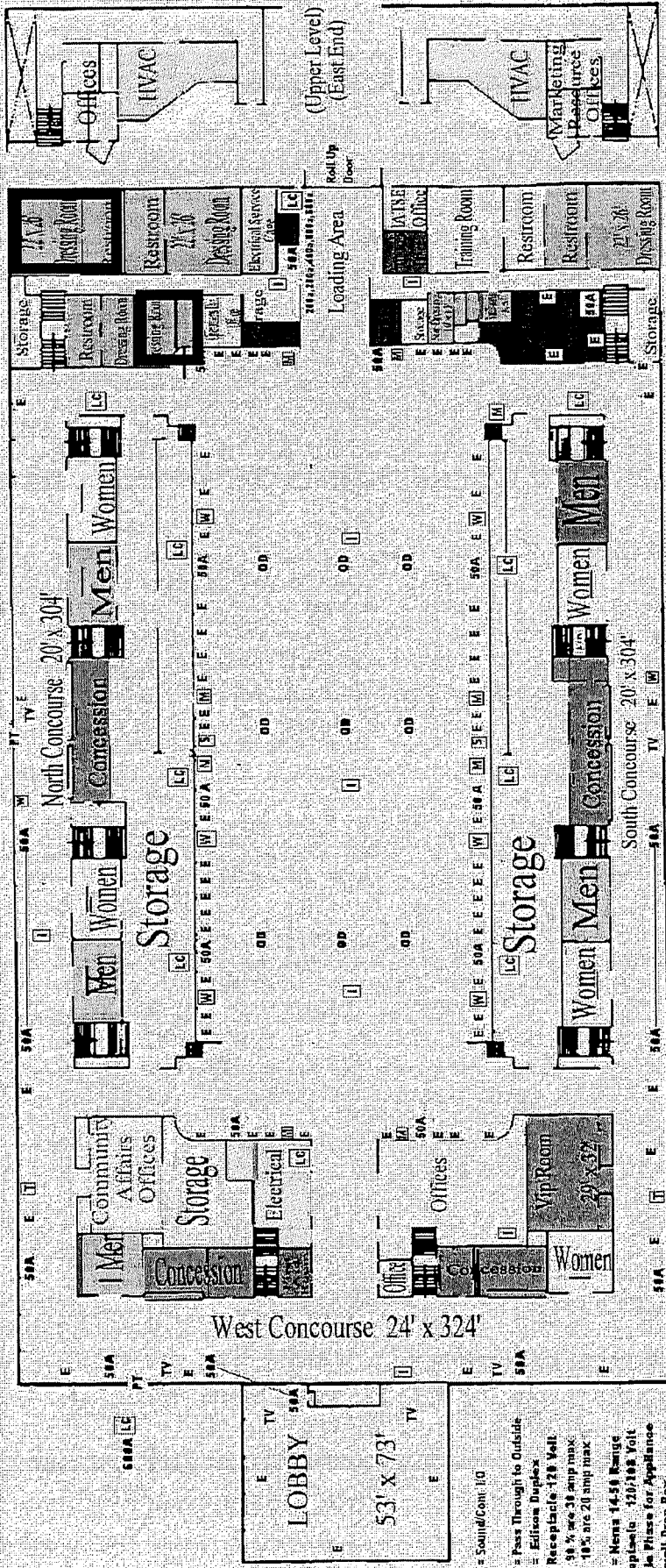
Name Printed

Signature

Name Printed

EXHIBIT A
GAME EXCLUSIVE AREA

Monroe Civic Center Arena Floor Plan



ARENA	Sq. ft.	Theatre	Concert	Banquet Round	Banquet 8 Ft.	Booths 10X9
Lobby	53X73	275	—	170	200	18
Floor	106X230	—	7,650	1,250	1,500	152
VIP Room	29X32	50	—	26	26	—
North Concourse	20X304	—	—	—	—	21
West Concourse	24X234	—	—	—	—	12
South Concourse	20X304	—	—	—	—	21

TV = Sound/Cont. I/O
 PT = Pass Through to Outside
 E = Edison Duplex
 Receptacle-120 Volt
 90 % are 20 amp max
 10 % are 20 amp max
 51A = Nema 14-50 Range
 Receptacle- 420/168 Volt
 Single Phase for Appliance
 or Small Drop Box

OD = Overhead Drop Box
 60 amp, 3 Phase-120/208 volt
 with Edison Breakouts

XXX A Service Disconnect
 where XXX is 171/208, 3 Phase
 Amperage

T = Telephone
 I = Internet Network

LC = Load Center
 Additional Power/circuit
 Breakers

TV = TV monitor
 S = Scenic/aid Control

EXHIBIT B
TEAM EXCLUSIVE AREA

**EXHIBIT C
RECURRING EVENTS**



COMMUNITY AFFAIRS

Monroe Civic Center

Recurring Events

Date	Event	# of Days setup/use/Takedown
October	ULM Envision	4 Days
	WMHS Rebel Runway	43 Days
December	Ron Clark Conference	3 Days
	Dancing Dolls	6 Days
	Danceland Dancing w/ Stars	5 Days
	Kappa Ball	3 Days
January	Boat Show	5 Days
February	Boat Show	2 Days
	Dry Bones Conference	3 Days
	Dancing w/ Stars- TWB	6 Days
	Mardi Gras Gala	3 Days
	Homebuilders	4 Days
March	Homebuilders	3 Days
	Fashion Fusion	7 Days
	Spring Market	8 Days
April	Scholars Banquet	4 Days
May	Graduations - 4 schools	14 Days
	BBOU Gala	4 Days

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE APPROVING AN APPLICATION BY THE WELLSRING ALLIANCE TO REZONE CERTAIN PROPERTY AND AMENDING THE ZONING MAP FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Wellspring Alliance for Families, Inc. ("Wellspring") filed an application (MA 100-24) with City of Monroe's Planning and Zoning Division to re-zone a ±3.35-acre tract of land located at 301-314 Holly Street and 1500-1504 Railroad Avenue, Monroe, LA, from R-4 (High Density Multi-Family Residence) and B-1 (Neighborhood Business Mixed-Use) Districts to the B-3 (General Business/Commercial) District as follows:

LOT IN LOTS 1 & 2 PROPHITS ADDN BEG 136.74 FT E OF INTERSECTION OF E/L JACKSON ST & N/L HOLLY AVE, N 82.14 FT, W 22.11, N 95.25 FT E 38.0 FT, E 13.23 FT, N 2.5 FT, E 47.54 FT S 180.10 FT, W 60.77 FT TO BEG (301 HOLLY STREET) (R-4 TO B-3)

LOT IN LOTS 1 & 2 RESUB OF R L PROFIT ADDN FROM INTERSECTION OF E/L OF JACKSON ST & N/L HOLLY AVE E 206.54 FT TO POINT OF BEG, N 180.10 FT, E 2.46 FT, S 2.50 FT, E 36.31 FT, S 177.60 FT TO N/L HOLLY AVE, W 38.77 FT TO BEG (303 HOLLY STREET) (R-4 TO B-3)

LOT IN LOTS 1 & 2 RESUB OF R L PROFIT ADDN FROM INTERSECTION OF E/L JACKSON ST & N/L HOLLY AVE E 245.31 FT TO POINT OF BEG, N 177.60 FT, E 25.36 FT, S 43.98 FT, E 32.52 FT, S 134.16 FT TO N/L HOLLY AVE, W 48.71 FT TO BEG (305 HOLLY STREET) (R-4 TO B-3)

LOT 1 WELLSRING RESUBDIVISION OF LOTS 6-12 AND OTHER PROPERTIES R L PROFITS ADDN (306 HOLLY STREET) (B-1 TO B-3)

LOT L PROFITS ADDN FRTG 39 FT ON NO SIDE HOLLY ST, DEPTH 128.14 FT (307 HOLLY STREET) (R-4 TO B-3)

LOT K OF RESUBDIVISION OF R L PROFITS ADDN (309 HOLLY STREET) (R-4 TO B-3)

LOT J OF RESUBDIVISION OF R L PROFITS ADDN (311 HOLLY STREET) (R-4 TO B-3)

LOT 4 WELLSRING RESUBDIVISION OF LOTS 6-12 AND OTHER PROPERTIES R L PROFITS ADDN (312 HOLLY STREET) (B-1 TO B-3)

LOT 1 PROPHITS ADDN BEG 104.22 FT W OF RAILROAD AVE & FRTG 50 FT ON NO SIDE HOLLY ST, DEPTH ON E LINE 151.73 FT & ON W LINE 144.61 FT, REAR LINE BEING 54.84 FT (313 HOLLY STREET) (R-4 TO B-3)

LOT 10 OF THE RESUBDIVISION OF R L PROPHITS ADDN (314 HOLLY STREET) (R-4 TO B-3)

LOT 6 WELLSRING RESUBDIVISION OF LOTS 6-12 AND OTHER PROPERTIES R L PROFITS ADDN (1500 RAILROAD AVENUE) (B-1 TO B-3)

LOT 12 OF THE RESUBDIVISION OF R L PROPHITS ADDITION (1502 RAILROAD AVENUE) (B-1 TO B-3)

LOT 11 OF THE RESUBDIVISION OF R L PROFITS ADDN (1504 RAILROAD AVENUE) (B-1 TO B-3)

WHEREAS, the stated purpose of the application is to establish two (2) non-congregate homeless shelters, which are not permitted the R-4 and B-1 Districts;

WHEREAS, a copy of the application and proposed amendments to the Zoning Map are attached hereto and made part hereof; and

WHEREAS, the application was considered at a meeting of the Monroe Planning Commission on May 20, 2024, and the Monroe Planning Commission recommended **approval** of the application by a vote of 2-0-1.

NOW THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that that application filed by Wellspring Alliance Families, Inc. to re-zone a ±3.35-acre tract of land located at 301-314 Holly Street and 1500-1504 Railroad Avenue, Monroe, LA, from R-4 (High Density Multi-Family Residence) and B-1 (Neighborhood Business Mixed-Use) Districts to the B-3 (General Business/Commercial) District is approved;

BE IT FURTHER ORDAINED that the Zoning Map of the City of Monroe and the boundaries thereof, which is described in Section 37-34 of the City of Monroe Comprehensive Zoning Ordinance and shows the Zoning Districts and Boundaries thereof, be and the same is hereby amended to rezone the ±3.35-acre described to the B-3 (General Business/Commercial) District as shown on the map, which is attached hereto and made a part hereof, and which integrated into the Zoning Map of the City of Monroe.

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

Notice Published on the _____ day of June, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

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

AN ORDINANCE ESTABLISHING PURCHASING AND BIDDING PROCEDURES FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Resolution No. 8529, dated June 13, 2023, established Purchasing and Bidding Procedures for the City of Monroe and repealed the “outdated and more onerous” provisions previously imposed under Resolution No. 4506, dated February 10, 2004;

WHEREAS, the Monroe City Council now desires to implement these Purchasing and Bidding Procedures for the City of Monroe by Ordinance, which declares the Monroe City Council’s policy regarding the purchase of materials and supplies and the letting of public contracts for “public work” projects and has the effect of legislation;

WHEREAS, the City of Monroe is subject to the provisions of the Louisiana Public Bid Law, La. R.S. 38:2211, *et. seq.*, which governs the letting of public contracts for “public work” projects and the purchases of materials and supplies;

WHEREAS, La. R.S. 38:2212 sets forth the general requirements for the letting of contracts for public work projects, including:

- a. Establishing the procedures for advertising, letting, and awarding a public work project;
- b. Setting the “contract limit” for public work projects at two hundred fifty thousand dollars (\$250,000.00) per project, including labor, materials, and equipment; and
- c. Exempting public work projects that are valued below the contract limit from the provisions of the Louisiana Public Bid Law;

WHEREAS, under La. R.S. 38:2212, beginning February 1, 2025, and annually on the February first of each subsequent year, the public work “contract limit” shall be adjusted by the Louisiana Office of Facility Planning and Control in an amount not to exceed the annual percentage increase in the Consumer Price Index in the preceding year;

WHEREAS, the Louisiana Attorney General and the Louisiana Legislative Auditor have recommended the following methods to hire one or more contractors to assist with or complete a public work project valued under the contract limit:

- A. **Negotiation** - defined in La. R.S. 38:2211 as “the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances”;
- B. **Request for Proposals** – a process whereby contractors submit quotes for materials or equipment, including the labor/designs/specifications the contractor believes will fit the buyer’s needs. The buyer then chooses the best proposal based on best quality and design that fits the buyer’s budget;

WHEREAS, La. R.S. 38:2212.1 sets forth the general requirements for purchasing materials and supplies, including:

- a. Establishing the procedures and requirements for purchasing materials and supplies;
- b. Generally requiring that all purchases of any materials or supplies exceeding \$60,000.00 shall be advertised and let by contract, and that purchases of \$30,000.00 or more, but less than \$60,000.00, shall be made by obtaining not less than three quotes by telephone, facsimile, email, or any other printable electronic form;
- c. Exempting purchases of materials and supplies less than \$30,000.00 from the provisions of the Public Bid Law; and
- d. Providing various alternative procedures requirements for specific purchases;

WHEREAS, the Louisiana Legislative Auditor has recommended that prudent practice suggests obtaining at least 3 written or electronic quotes for purchases less than \$30,000.00, but greater than \$1,000.00;

WHEREAS, the City of Monroe recognizes the cost and time constraints imposed by adhering to the processes and requirements of the Louisiana Public Bid Law for public work projects and purchases of materials and supplies less than contract limit or limits established by law;

WHEREAS, the City of Monroe will recognize cost savings and the ability to complete projects faster by utilizing alternative purchasing methods for projects valued less than contract limit and for the purchase of materials, supplies, and movable equipment less than threshold set by state law; and

WHEREAS, the City of Monroe Purchasing Division desires to change its purchasing policies to allow it to take advantage of the small project process where the process will benefit the City and to expedite the purchase of materials, supplies, and movable equipment below the current threshold set by state law.

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

Section 1. Policy. It is the policy of the City Council of City of Monroe that the City of Monroe shall adhere to the requirements of the Louisiana Public Bid Law, La. R.S. 38:2211, where applicable, including in the letting of public contracts for “public work” projects and the purchases of materials and supplies.

Section 2. Public Bid Law

A. The City of Monroe shall adhere to and follow the provisions of the Louisiana Public Bid Law, La. R.S. 38:2211, *et seq.*, including any future amendments thereto, for the letting of public work contracts on public projects, including materials, supplies, equipment, and labor, and for the purchases of material, supplies, and movable equipment.

B. Unless otherwise expressly stated herein, the City of Monroe shall adhere to the governing provisions of the Louisiana Public Bid Law, where applicable, and to the extent there is a conflict between the provisions of this Ordinance and the Louisiana Public Bid Law, the Louisiana Public Bid Law shall control.

Section 3. Specific Provisions for Public Work Projects.

A. For public work projects, including materials, supplies, equipment, and labor where the value is under the statutory public work contract limit then-established by state law, the City of Monroe will adhere to the following policy:

Public Work Projects Beneath the Contract Limit

1. The City may, within its discretion, use its own employees to complete the public work project, provided, however, that the City shall adhere to the requirements, if any, of the Louisiana Public Bid Law for the purchase of materials and supplies used to complete the project and any other requirements imposed by law.
2. As an alternative to an advertised public work bid described in La. R.S. 38:2212, where a public work project is expected to cost less than the public work contract limit then in effect, the City may, within its discretion, negotiate with one or more qualified contractors, or request quotes through a Request for Proposals process.
3. The City shall, within its discretion, select the quote or proposal that is the most advantageous to the City considering price, project budget, completion timeline, reputation of the supplier or manufacturer of supplies or materials, and the experience/qualifications of the contractor.
4. The City, based on the availability of known, qualified contractors, shall determine whether it is necessary to advertise the project in the journal of record.
5. Where the cost of a project exceeds \$50,000 but is less than contract limit then in effect, the contractor shall be licensed by the Louisiana State Licensing Board for Contractors.

B. When required by law or regulation, or where a public work project is estimated to exceed \$100,000.00 in costs, inclusive of materials, supplies, equipment, and labor, the City of Monroe shall present the project to the City's Disadvantaged Business Enterprise ("DBE") Committee to establish a DBE goal for the project, unless the City is undertaking the work through its own employees and staff.

C. The City's Purchasing Division shall provide a bi-annual report to the Monroe City Council, in written or electronic form, that lists all public work projects exceeding \$100,000.00 that were submitted to and approved by Purchasing Division within the previous six months, including at a minimum: (1) the name of the project; (2) the date the project was approved; (3) the Council district the project is or will be occurring in; (4) the amount of the project; (5) the DBE goal for the project; and (6) a brief description of the project.

Section 4. Specific Provisions for the Purchase of Materials and Supplies.

A. Unless the Public Bid Law sets forth alternative requirements or procedures, for purchases of materials, supplies, and movable equipment between \$1,000.00 and \$30,000.00 the City of Monroe will adhere to the following policy:

Purchase of Materials and Supplies More Than \$1,000.00 but Less Than \$30,000.00

1. As an alternative to the procedures set forth in La. R.S. 38:2212.1, where the purchase of materials, supplies, and movable equipment is more than \$1,000.00 but less than \$30,000.00, the City of Monroe may, in its discretion, negotiate with qualified vendors and solicit three written quotes or request quotes through a Request for Proposals process.

2. The City shall, within its discretion, select the quote or proposal that is the most advantageous to the City.

B. Where practical, the City shall adhere to any best practices or guidance issued by the Louisiana Attorney General or Louisiana Legislative Auditor regarding the purchase of materials and supplies.

Section 4. Administrative Policies. The Director of Administration may develop an administrative purchasing manual or other policies and procedures governing the letting of public projects or the purchase of materials and supplies to implement this Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance hereby repeals and supersedes any prior ordinances or resolutions governing the same subject matter or imposing requirements and procedures on the letting of public work contracts or the purchase of materials and supplies.

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

Notice Published on the _____ day of June, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

The following ordinance (the "**Ordinance**"), having been previously introduced on May 28, 2024 and a public hearing having been held thereon on June 11, 2024 was offered for adoption by _____, and seconded by _____:

ORDINANCE NO. _____

AN ORDINANCE ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY OF MONROE, STATE OF LOUISIANA, TO AUTHORIZE THE REDEDICATION, LEVY AND COLLECTION OF A SPECIAL TAX THEREIN; MAKING APPLICATION TO THE LOUISIANA STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Mayor and City Council, acting as of governing authority (the "**Governing Authority**"), of the City of Monroe, State of Louisiana (the "**City**"), desires to call an election (the "**Election**") to submit to the voters of the City a certain sales and use tax proposition, and to take all necessary actions ancillary thereto.

NOW THEREFORE, BE IT ORDAINED by this Governing Authority, that:

SECTION 1. Election Call. Subject to the approval of the Louisiana State Bond Commission (the "**State Bond Commission**"), and under the authority conferred by Article VI, Sections 29 and 32 of the Constitution of the State of Louisiana of 1974, the applicable provisions of Chapter 5, Chapter 6-A and Chapter 6-B of Title 18 of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the City on Saturday, **December 7, 2024**, between the hours of seven o'clock (7:00) a.m., and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following proposition, to-wit:

**CITY OF MONROE,
STATE OF LOUISIANA**

(1% SALES TAX EXTENSION)

Shall the City of Monroe, State of Louisiana (the "City") be authorized to extend the levy and collection of an existing sales tax of one percent (1%) (the "Sales Tax"), previously authorized at an election held on May 5, 2001 for a perpetual period (an estimated \$18,813,045 reasonably expected to be collected from the levy of the Sales Tax for an entire year), upon the sale at retail, the use, the lease or rental, the consumption, and storage for use or consumption, of tangible personal property and on sales of services in the City, with the proceeds of the Sales Tax, collected previously and in the future, to be rededicated for the purposes of acquiring, extending, improving, implementing, supporting, operating, and maintaining (i) sewers and sewerage disposal works, (ii) waterworks improvements and facilities, (iii) streets and bridges, (iv) drains and drainage facilities (v) police stations, (vi) fire stations, trucks and apparatus and (vii) public buildings and facilities (including all necessary land, equipment and furnishings for any of said public works)?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the *Monroe News-Star*, a newspaper of general circulation and being the official journal of the City, once a week for four (4) consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date fixed for the election, which Notice shall be substantially in the form attached hereto as **Exhibit "A"** and incorporated herein by reference the same as if it were set forth herein in full.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, City Hall, Monroe, Louisiana, on **January 14, 2025, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said election. The Governing Authority reserves the right to postpone the date and time set forth above for the canvass of the returns (without any further publication of notice of the change in the date, time and/or location).

SECTION 4. Polling Places. The polling places set forth in the aforesaid Notice of Special Election are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held on **December 7, 2024** , as provided in Section 3 hereof. All registered voters in the City are entitled to vote at said special election and voting machines shall be used.

SECTION 6. Authorization of Authorized Representatives. The Authorized Representative (either of them acting alone) of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Authorized Representative (either of them acting alone) of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this Ordinance shall be forwarded to the Secretary of State, the Clerk of Court and *Ex-Officio* Parish Custodian of Voting Machines in and for the Parish of Ouachita (the "**Parish**"), State of Louisiana (the "**State**"), and the Registrar of Voters in and for said Parish, as notification of the special election herein called in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Additional Notice Requirement. This Governing Authority made the announcement with respect to the adoption of this Ordinance required by La. R.S. 42:19.1, at its public meeting on May 14, 2024 and published said announcement in the Official Journal on May 21, 2023.

SECTION 9. Employment of Counsel. It is recognized, found and determined that a real necessity exists for the employment of legal counsel in connection with the election; accordingly, Boles Shafto, LLC, Monroe, Louisiana, is hereby employed as legal counsel ("**Legal Counsel**") to

perform comprehensive, legal and coordinate professional work with respect to the election. Legal Counsel shall (i) prepare and submit to the Governing Authority for adoption all proceedings incidental to the election; (ii) advise the Governing Authority with respect to the election; and (iii) in the event said election carries, to serve as "Bond Counsel" in connection with the funding of proceeds of the tax into Bonds. The fee to be paid Legal Counsel shall be an amount consistent with the Attorney General's then current Maximum Hourly Fee Schedule and other guidelines for comprehensive, legal and coordinate professional work, together with reimbursement of out-of-pocket expenses incurred and advanced in connection with the election, said fee to be payable by the Governing Authority subject to the Attorney General's written approval of said employment and fee, provided however that such fee shall in no event exceed \$2,500.

SECTION 10. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event that election carries for further consent and authority to dedicate the proceeds of the tax, and a certified copy of this Ordinance shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

SECTION 11. Electronic Signatures. The Issuer consents and authorizes its Authorized Representative to execute any documents related to this bond issuance by electronic signature in accordance with the Louisiana Uniform Electronic Transactions Act (La. R.S. 9:2601, et seq.), and electronically executed documents are deemed binding and legal on all parties to the extent allowed by the provisions of that act.

SECTION 12. Severability. If any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given effect without the invalid provisions, items or applications, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 13. Publication of this Ordinance. A copy of this Ordinance shall be published immediately after its adoption in one issue of the official journal of the City.

SECTION 14. Effective Date. This Ordinance shall become effective immediately upon adoption hereof.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

And this Ordinance was declared adopted on this the 11th day of June, 2024.

Gretchen Ezernack, Chairman

Carolus S. Riley, Clerk

RETURNED APPROVED ON:

_____, 2024

Friday Ellis, Mayor

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of an ordinance adopted by the City Council, acting as the governing authority (the "**Governing Authority**"), of the City of Monroe, State of Louisiana (the "**City**") on June 11, 2024, NOTICE IS HEREBY GIVEN that a special election will be held within the City on **SATURDAY, December 7, 2024**, and that at the said election there will be submitted to all registered voters in the City qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following proposition, to-wit:

**CITY OF MONROE,
STATE OF LOUISIANA**

(1% SALES TAX REDEDICATION)

Shall the City of Monroe, State of Louisiana (the "City") be authorized to extend the levy and collection of an existing sales tax of one percent (1%) (the "Tax"), previously authorized at an election held on May 5, 2001 for a perpetual period (an estimated \$18,813,045 reasonably expected to be collected from the levy of the Tax for an entire year), upon the sale at retail, the use, the lease or rental, the consumption, and storage for use or consumption, of tangible personal property and on sales of services in the City, with the proceeds of the Tax, collected previously and in the future, to be rededicated for the purposes of acquiring, extending, improving, implementing, supporting, operating, and maintaining (i) sewers and sewerage disposal works, (ii) waterworks improvements and facilities, (iii) streets and bridges, (iv) drains and drainage facilities (v) police stations, (vi) fire stations, trucks and apparatus and (vii) public buildings and facilities (including all necessary land, equipment and furnishings for any of said public works)?

The said special election will be held at the following polling places situated within the City, which polls will open at seven o'clock (7:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit:

LOUISIANA DEPARTMENT OF ELECTIONS & REGISTRATION
PRECINCTS LOCATION REPORT FOR THE CITY

PRECINCT	POLL PLACE NAME	POLL PLACE LOCATION	CITY
00/01 (In-Part)	Ouachita Christian School	7065 Hwy 165 N	Monroe
00/03 (In-Part)	Jack Hayes Elementary School	3631 Old Sterlington Rd	Monroe
00/04 (In-Part)	Ouachita Christian School	7065 Hwy 165 N	Monroe
00/05 (In-Part)	Osterland Recreational Center	710 Holland Dr	Monroe
00/07 (In-Part)	Swartz Recreation Center	701 Lincoln Hill Dr	Monroe
00/08 (In-Part)	Louise Williams Branch Library	140 Bayou Oaks Dr	Monroe
00/09A (In-Part)	Ouachita Parish High School	681 Hwy 594	Monroe
00/10	Ouachita Parish Courthouse	300 St John St	Monroe
00/11	Jefferson Upper Elementary School	1001 Pecan Street	Monroe
00/12	Barkdull Faulk Elementary School	2110 Jackson Street	
00/13 (In-Part)	Benoit Recreation Center	1700 Oaklawn Dr	Monroe
00/14 (In-Part)	Benoit Recreation Center	1700 Oaklawn Dr	Monroe
00/15 (In-Part)	Henrietta Johnson Rec Center	2800 Burg Jones Ln	Monroe
00/16	Emily P. Robinson Rec Center	3504 Jackson St	Monroe
00/17 (In-Part)	Emily P. Robinson Rec Center	3504 Jackson St	Monroe
00/19 (In-Part)	Robinson Elementary School	5101 Burg Jones Ln	Monroe
00/21 (In-Part)	Shady Grove Elementary School	2204 Ticheli Rd	Monroe
00/22	Jefferson Upper Elementary School	1001 Pecan Street	Monroe
00/23	Henrietta Johnson Rec Center	2800 Burg Jones Ln	Monroe
00/24 (In-Part)	Mw Prince Hall Grd Masonic Ldg	402 Baylor Dr	Monroe
00/59	Neville Junior High School	1600 North 19th St	Monroe
00/60	Saul Adler Recreation Center	3900 Westminister Ave	Monroe
00/61 (In-Part)	American Legion Hall	401 Forsythe Ave	Monroe
00/62	Neville Junior High School	1600 North 19th St	Monroe
00/63	J S Clark Magnet School	1202 Breard St	Monroe
00/64	Saul Adler Recreation Center	3900 Westminister Ave	Monroe
00/65	Carroll High School	2939 Renwick St	Monroe
00/65A	Carroll High School	2939 Renwick St	Monroe
00/66 (In-Part)	Sherrouse School	300 Sherrouse Ave	Monroe
00/67	Cypress Point University Elementary Sch	6701 Mosswood Dr.	Monroe
00/68 (In-Part)	Ouachita Parish Jr High School	5500 Blanks Ave	Monroe
00/69 (In-Part)	Carroll High School	2939 Renwick St	Monroe
00/70 (In-Part)	Roy Neal Shelling, Sr. Elem School	4200 Elm St	Monroe
00/71	St Paul's United Methodist Chu	1901 Lexington Ave	Monroe
00/72 (In-Part)	Lakeshore Elementary School	550 Balboa Dr	Monroe
00/73 (In-Part)	Cypress Point University Elementary Sch	6701 Mosswood Dr.	Monroe
00/74	Roy Neal Shelling, Sr. Elem School	4200 Elm St	Monroe
00/75 (In-Part)	St Alban's Episcopal Church	2816 Deborah Dr	Monroe
00/76 (In-Part)	Saul Adler Recreation Center	3900 Westminister Ave	Monroe
00/77	Lexington Elementary School	1900 Lexington Ave	Monroe
00/78	Neville High School	600 Forsythe Ave	Monroe
00/79 (In-Part)	Roy Neal Shelling, Sr. Elem School	4200 Elm St	Monroe

The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those designated according to law.

Notice is further given that a portion of the monies collected from the taxes described in the Propositions shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5, Chapter 6-A and Chapter 6-B of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitute therefor, as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, City Hall, Monroe, Louisiana, Louisiana, on **January 14, 2025**, at **SIX O’CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the results of the said special election. All registered voters of the City are entitled to vote at said special election and voting machines will be used thereat.

The estimated cost of the election as determined by the Louisiana Secretary of State is \$7,000.

THUS DONE AND SIGNED, at Monroe, Louisiana, on this, the 11th day of June, 2024.

Gretchen Ezernack, Chairman

Carolus S. Riley, Clerk

STATE OF LOUISIANA

PARISH OF OUACHITA

I, the undersigned Clerk of the City of Monroe, State of Louisiana (the "City"), do hereby certify that the foregoing pages constitute a true and correct copy of the proceedings taken by the City on June 11, 2024 with respect to:

AN ORDINANCE ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY OF MONROE, STATE OF LOUISIANA, TO AUTHORIZE THE REDEDICATION, LEVY AND COLLECTION OF A SPECIAL TAX THEREIN; MAKING APPLICATION TO THE LOUISIANA STATE BOND COMMISSION AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

IN FAITH WHEREOF, witness my official signature on this, the 11th day of June, 2024.

Carolus S. Riley, Clerk