

AGENDA  
City of Monroe

LEGAL & REGULAR SESSION – JUNE 25, 2024, 6:00PM  
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MAYOR ELLIS:

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 JUNE 11, 2024:  
(PUBLIC COMMENTS)

V: PRESENTATION:  
NONE.

VI: PUBLIC HEARINGS:  
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 4011 Lee Ct. (D4)-Owner-Winford C. brown IRA c/o Equity Trust Company, Custodian

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

VIII: RESOLUTIONS AND MINUTE ENTRIES:  
1. Council:

Public Comment:

(a) Adopt a Resolution confirming the appointment of \_\_\_\_\_ to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

(b) Adopt a Resolution approving the appointment of Ethan Hunt to the Monroe Planning Commission and further providing with respect thereto.

(c) Adopt a Resolution approving the appointment of Dustin James to the Monroe Planning Commission and further providing with respect thereto.

(d) Adopt a Resolution approving the appointment of Martin Litwin to the Monroe Planning Commission and further providing with respect thereto.

(e) Adopt a Resolution confirming the re-appointment of Lee Denny to the Board of Commissioners for the Downtown Economic Development District and further providing with respect thereto.

(f) Adopt a Resolution confirming the re-appointment of Simran Dhaliwal to the Board of Commissioners for the Downtown Economic Development District and further providing with

respect thereto.

(g) Adopt a Resolution approving the appointment of Lisa Holyfield to the Monroe Planning Commission and further providing with respect thereto.

(h) Adopt a Resolution confirming the appointment of Thelma J. Stevenson to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

(i) Adopt a Resolution granting an exception to the Open Container Ordinance to the City of Monroe (Downtown Independence Day Celebration) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(j) Adopt a Resolution granting an exception to the open container ordinance to the southern vine (triangle park block party) pursuant to Monroe City Code Sec. 12-231 D. (open container ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Adopt a Resolution accepting and approving the Systems Survey and Compliance Questionnaire for the City of Monroe for the fiscal year ending April 30, 2024.

(b) Consider an Application by Himalayan Spice, LLC dba Himalayan Cafe, 3600 DeSiard Street, Ste C, Monroe LA 71201 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared)

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution approving a Cooperative Endeavor Agreement with the General Claire L. Chennault Foundation, Inc. and further providing with respect thereto.

(b) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with Northeast Louisiana Economic Alliance and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with the Northeast Louisiana Arts Council, Inc. to restore the Dragonfly and further providing with respect thereto.

8. Police Department:

Public Comment:

(a) Adopt a Resolution authorizing a Cooperative Endeavor Agreement with PKC Investments, LLC for an MPD substation and further providing with respect thereto.

9. Fire Department:  
Public Comment:  
None.

10. Engineering Services:  
Public Comment:

(a) Adopt a Resolution authorizing a designated city representative to execute Amendment No. Seven (7) to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc. for the Monroe Water Treatment Plant Expansion and Improvements Project and further providing with respect thereto.

(b) Adopt a Resolution approving Change Order No. One (1) 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:  
None.

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 a Resolution endorsing Echo Development South Grand LLC's Application for participation in the benefits of the Louisiana Restoration Tax Abatement Program for Project #20220320-RTA and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt 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. (Property Control)

Open Public Hearing/Public Comment/Close Hearing:

(c) Finally adopt 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)

Open Public Hearing/Public Comment/Close Hearing:

(d) Finally adopt 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.

Open Public Hearing/Public Comment/Close Hearing:

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

Open Public Hearing/Public Comment/Close Hearing:

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

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana  
June 11, 2024  
6:00 p.m.

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

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

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

There was absent: None

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

The Invocation was led by Pastor Annanias Word from the Freedom Bible Church.

Mrs. Ezernack stated the City Council meeting has a full house tonight and she asked everyone to please make sure their cellphones are turned off or on silent. She asked the audience to please do not talk in their seats to their neighbor. She said the room don't have good acoustics and the Council can actually hear people talking in the back row. She said it can disturb their neighbor as they are trying to follow the meeting and she appreciated everyone's cooperation.

#### COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

(1.) Mr. Harvey said good evening to everyone, and he had no announcements.

(2.) Ms. Woods said good evening everybody and it is so great to see them. She said it's been a long time since the Council meeting had full house and it's good to see everybody concerned about the business of the City. She stated at the last meeting she talked about violence in the community and yesterday she was visiting a housing development because she had gotten calls about a shooting. She said she was talking to the residents and looking at where some of the bullets had gone into the brick. She said as she was going to her car there was a crowd of people gathered in the streets and a lady pointing an AK47. She further stated she was nervous and people that live in some of these developments are enduring this daily. She noted they were telling her their afraid for their children and their children can't just go out and play. She further noted with that being said District 3 is having a neighborhood safety meeting tomorrow June 12<sup>th</sup> from 5pm until 6pm. She said this will be in the at Foster Height Community, 800 Swayze Street. She said the Executive Director of the Monroe Housing Authority, Officer Kwasic Heckard, and Marshal Robert Cherry will be there. She said they have sent out a communication to the residents because they want them to know they are concerned about their safety. She noted the Housing Authority will talk about the plan they are putting in place for the residents to feel safe. On another note, She stated the NOVA workforce Institute of Northeast Louisiana will host their annual graduation on Thursday June 13<sup>th</sup> at 6pm at the Greater New Antioch Baptist Church. She said if you are looking for a job, career change, or opportunities come by NOVA. She further stated they are all about making sure they can redirect the lives of people in the community with education, training, and getting people into those livable wage jobs with benefits and a career path. She noted on Thursday morning they are having a Juneteenth celebration that will be at the Great New Antioch Baptist Church. She said it is prayer breakfast on June 14<sup>th</sup> at 9am. She said at the last meeting the City designated the entire month of June as Juneteenth Celebration and she said there are so many activities. She said the Town of Richwood is having their Juneteenth celebration on Friday June 14<sup>th</sup> and the lineup is at 5pm and the parade starts at 6pm. She said if you have some time on your hands please come out and share in some of these parades. She announced the annual 19<sup>th</sup> anniversary of the Juneteenth celebration on June 15<sup>th</sup> lineup at Wossman High School at 8am, on June 15<sup>th</sup> Homeland bank is sponsoring Home in Monroe the City at the Civic Center from 9am until 1pm, and Family Day at the African American Museum on Saturday June 22<sup>nd</sup> the Juneteenth parade sponsored by the Black Chamber of Commerce starting at the Monroe Civic Center. She further announced She said on June 21<sup>st</sup> is an all-white party, and the Juneteenth Health and Healing 5k Walk at Chennault Park lineup is at 7:30 on June 29<sup>th</sup> which is free.

(3.) Mrs. Ezernack thanked Ms. Woods for informing and reminding the City of those dates. On another note, she announced the Council's Facebook live isn't operating at the moment and they are working on it. She said it may come on during the meeting but at this particular time it is not operational and there is someone looking into it.

(4.) Mr. Marshall thanked everyone for coming out.

(5.) Mrs. Dawson said thanked everyone for being in attendance.

(6.) Mrs. Stacy Rowell, Director of Administration, sitting in for the Mayor had no communications.

Upon motion of Mr. Harvey and seconded by Mrs. Dawson, the minutes of the Legal and Regular session of May 28, 2024, were unanimously approved. (Mr. Marshall abstain he was not present for the last City Council Meeting.) (There were no public comments.)

#### PROPOSES CONDEMNATIONS:

4103 Lee Ct. (D4) – Owner – William B. Awl Notice to show cause was served. Photographic evidence was presented. Upon motion of Mr. Marshall, seconded by Mrs. Dawson and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. Tommy James, Code Enforcement Officer, stated this is an open dilapidated structure and it was presented in Environmental Court in March. They are asking to condemn the property giving the owner 30 days.

Mr. Marshall wanted to know if there had been any contact or updates with the owner.

Mr. James said no.

Mr. Marshall motion to condemn the property, giving the owner 30 days to remove any debris noxious growth with further respect thereto.

112 S. 22<sup>nd</sup> St. (D3) – Owner – Yancy and Katie Pargoud Photographic evidence was presented. Upon motion of Ms. Woods, seconded by Mr. Harvey and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James said this is an open dilapidated structure with broken windows and extremely high grass. He said it was presented in Environmental Court in March. They are asking to condemn the property giving the owner 30 days. He said there has been no contact.

Ms. Woods stated she is excited the City identified this property. She motion to condemn the property giving the owner 30 days to bring the structure into compliance with the Code. She said if not she would like the City to tear it down as quickly.

#### ACCEPTANCE OR REJECTION OF BIDS:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8716 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. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to 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. (There were no public comments.)

#### RESOLUTIONS AND MINUTE ENTRIES:

##### Council:

Ms. Woods motion to remove item (a) from the agenda until the new Council is seated.

Mr. Harvey wanted to clarify that the Council must have this done by State Statutes at the first meeting in June each year. He said in order to comply with the State Statutes he would advise the Council to follow it.

Ms. Woods wanted to know what the State Statutes say.

Mr. Brandon Creekbaum, City Attorney, noted the State Statutes states the police juries, city and parish councils, municipal corporations, and school boards in all the parishes, the parish of Orleans excepted, at their first meeting in June of each year, shall select a newspaper as Official Journal for their respective parishes, towns, or cities for a term of one year.

Mr. Harvey noted he looked this up because he was thinking the Council should wait for the new Council. He said he asked because he was wondering how municipalities that do not have daily newspapers comply with the requirements.

Motion failed for a lack of a second.

(a) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and approved Resolution No. 8717 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. (Ms. Woods Nay)

Ms. Kenya Roberson, 116 Glenwood Drive, wanted to know if the News-Star has been the Official Journal in the past.

Mrs. Ezernack stated yes, the City had others as well and it is a daily newspaper.

Ms. Roberson wanted to know who was the Official Journal this past year.

Mrs. Ezernack noted the News-Star that is a daily newspaper which is required by Statute.

Ms. Roberson wanted to know if this is advertised, and she wanted to understand how the information is given out to various newspapers.

Mrs. Ezernack said the Council puts the information out and there is not a bid process.

Ms. Roberson wanted to know if it is a selection from the Council.

Mr. Harvey stated there is only one organization that fits the requirements and other newspapers that were elected were compensated by the Council, but everybody doesn't meet the requirements.

Ms. Roberson noted clarification to know the procedure and guidelines in order for someone to know how the News-Star is selected for the community to know the criteria. She said people really don't know and that is why she is getting clarification as to how it is being selected.

Mr. Harvey noted it is defined by State Statute and the Council doesn't define the criteria but ultimately they can make selections.

Ms. Roberson wanted to clarify that it is never published for the community.

Mr. Harvey said no, it's something that renews annually and selected at the Council's discretion.

Ms. Roberson wanted to know for a person that possibly want to own a newspaper and qualifications to bid on it in the future.

Mrs. Ezernack noted they can get with the Council Clerk.

Ms. Roberson suggested it could be published in the paper or put on social media.

Mrs. Ezernack stated the Council has done that in the past.

Ms. Roberson stated but not this time.

Mrs. Ezernack noted it is not required.

Ms. Roberson said she didn't say that it was required.

Mrs. Ezernack said the other two weekly papers do know what the Statute states.

Ms. Roberson noted she thinks Mrs. Ezernack is missing what she is saying.

Mrs. Ezernack stated they can call the Council Clerk and they will give them all the requirements and if the City is doing bidding, when the bidding starts, or they can submit their proposal. She said the Council Clerk is a wealth of information and if they call she will answer their questions.

(b) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8718 recognizing the month of June as Alzheimer's and Brain Awareness Month and further providing with respect thereto.

Mrs. Dawson wanted to know if there was anyone present from the Alzheimer's Association.

Ms. Renee Calloway, Alzheimer's Association, stated they appreciate the City's support for raising awareness and education for Alzheimer's especially during National Alzheimer's and Brain Awareness Month. She said they are holding a walk on September 28<sup>th</sup> to end Alzheimer's as a fund raiser to go towards research, education, and advocacy and they would appreciate any support in that effort as well.

(c) Upon motion of Ms. Woods, seconded by Mr. Marshall to remove item (c) from the agenda to 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. (Mr. Harvey, Mrs. Ezernack, & Mrs. Dawson Nay)

Mr. Rodney McFarland, 1017 Ouachita Avenue, Councilmen Elect for District 4, stated he is speaking against additional board members to the I-20 board. He said the City is now down to 21 days before the new Council members are seated. He said it seems again the City is in a rush to get things passed and done before the new Council get on. He further stated he has spoken to the Council to extend the olive branch to work with the Council and do what they can for the betterment of this city. He said to see things on the agenda being rushed is probably going to hurt the Council in the long run if they vote for these items. He said his question to the Chairman is as the Council is adding two members to the board why from North Delta and the Police Jury.

Mr. Harvey said he was going to answer.

Mr. McFarland noted he didn't call Mr. Harvey name.

Mrs. Ezernack said she is asking Mr. Harvey because he is on the board.

Mr. Harvey noted he is on the board, and he placed the item on the agenda that is why he spoke.

Mr. McFarland stated the Chair is the gatekeeper of the agenda items and the Chair should be well versed of everything that's on the agenda. He further stated he has a problem with the Council rushing and placing this on the agenda and then only selecting the North Delta and Police Jury to give an appointment on the board. He said not considering the NAACP (National Association for the Advancement of Colored People) or other minority organizations. He said is there anywhere that state if the Council move forward with this and they know it's not for the betterment of the people and the new Councilmembers object. He said if the Council moves forward that the Police Jury person be an elector of Monroe not the Parish. He said if the Council opens it up and put someone on the board from the Police Jury then they need to come from the City of Monroe. He noted he doesn't know if the Council thought about all these things the Council is trying to move fast and kind of trying to move some things around before the new Council get there. He further noted he is pleading with the Council to take this off the agenda and wait until the other two Council members are sworn in to have a round table in a public form. He said the Council can wait twenty one days because the Council will have four years to work with Mr. McFarland.

Mr. Verbon Muhammad, 203 Marx Street, echoed Mr. McFarland about increasing the board and he said there is a lot of strategy going on. He said the Council needs to stand back on this and he asking the Council to allow the new Council to come in to deal with it. He said there is language in the Resolution that the Council can only chose someone inside their district, and he wanted to know if the Chairman knew.

Mrs. Ezernack said yes.

Mr. Muhammad stated that had not been in there and he wanted clarification if they needed to live in the City.

Mrs. Ezernack said the I-20 district also does work in the parish and she would refer to Mr. Harvey because he sits on that committee. She said she knows the City extends into the parish.



Mr. Muhammad wanted to know why is there a limit now to only have someone from their district on board.

Mr. Harvey noted some of the property affected by the I-20 district is the parish property that ultimately gets annexed in the City. He said in his opinion, at the Council's pleasure he asked to consider this resolution and consider someone that represents the parish. He further noted in reality the Council has had a default vision because the parish engineer happened to be the engineer for the board for I-20. He said the Council makes decisions that affect the Police Jury, and he believes they should have a representative. He said North Delta is the City's transportation and planning hub and he encouraged anyone to attend an O.C.O.G meeting to ultimately see what they are doing. He said since most of everything that happens there is infrastructure investment he believes as the Council adds two members to not end up in split votes. He said he thinks someone outside of the City limits should actually be considered because this affects property outside the City limits.

Mr. Muhammad wanted to know what decision went into choosing North Delta and the Police Jury. He said there is only one juror that lives in the City.

Mr. Harvey stated he chose the two groups that are ultimately affected by the decisions of the I-20 board.

Mr. Muhammad said what about Richwood.

Mr. Harvey stated that is not the I-20 district.

Ms. Woods said she is concerned because she is basically trying understand why now. She said Mr. Harvey stated he served at the pleasure of the Council for four years and now all of the sudden he wants to do it; but why not do it two years ago or a year ago. She said it just doesn't look good when there are twenty-one days, and he could have waited to bring it after July 1<sup>st</sup>.

Mr. Muhammad noted the representatives that are representing the district don't live in the district and he wanted to know why that was being added.

Mr. Harvey stated he didn't per say in that language.

Mr. Muhammad wanted to know who did and he said the Council needs to turn it down.

Mr. Harvey said they've had before where someone would nominate someone who wasn't inside the City limits, and this aligns more with what the City's other commissions look like. He said to Ms. Woods question should he have done it sooner ultimately and it's one of those things that he wanted to get done.

Mr. Muhammad stated this agenda item is under the Council.

Mr. Harvey said that is right and he asked for the Council to do it.

Mr. Muhammad wanted to know if this is at the pleasure of the Council (Chair)

Mr. Ezernack said yes.

Mr. Harvey noted he put this on the agenda as his request.

Mr. Muhammad asked the Council to please turn this item down and let the them (Council Elect) deal with it.

Mr. McFarland noted he extended the olive branch and wants to be able to work together for four years. He said the way the Council is ending is not good. He said Mr. Harvey stated yes, he should have brought this a year ago but now he waited until the 9th hour to add two members to this board. He said he is asking Mr. Harvey and the Chairman to please wait because they will still be on the Council to work with Mr. McFarland.

Mrs. Ezernack stated she doesn't appreciate a threat to the Council.

Mr. McFarland said no, it's not.

Mrs. Ezernack stated she was offended last time he said it because it was a veil threat to the Council.

Mr. McFarland wanted to know what Mrs. Ezernack means by veil threat.

Mrs. Ezernack said it means it was kind of under the radar.

Mr. McFarland said that is her interpretation.

Mrs. Ezernack noted she was speaking, and she said when Mr. McFarland becomes the Chair he will have that opportunity as well. She said the olive branch Mr. McFarland extended only works if it is in his favor and that is exactly what has happened at each meeting. She further noted the Council is doing what they think is correct. She said will be able to do what he thinks is correct when he is seated at the Council. She said there is nothing to say when he is sworn in that he can't add two more members and get it through the Council. She said she thinks part of that is the activity of I-20 board has expanded greatly over the last couple of years. She said it has become apparent that more of it is in the parish and the North Delta Economic Group research area. She said if he ever comes to an O.C.O.G (Ouachita Council of Governments) meeting he would see the power that they have and the resources they have that I-20 Development Group can use.

Mr. McFarland noted that is the reason why the Council needs to wait until the new Council are seated. He said four years ago when two members were elected they stated they would take it easy and not put nothing major on the agenda until the new Council people were seated. He said now the Council flipped the script and don't want to wait and he asking them to please wait. He said they can all sit down together to work this out. He said it's not a threat and this is how he speaks and knows people have studied him, so they know.

Mrs. Ezernack said she hasn't studied him.

Mr. McFarland said well some have and they have intel to know who said this, that, and the other. He said the Council can work together if the Council pulls some of the items off and sit down together after July 1<sup>st</sup> to take the City to another level. He said he wants peace, love, and harmony.

Mrs. Ezernack asked the Marshals to help control the crowd this evening and she has asked them to not clap and talk for the Council to get through the agenda. She said if they would like to come to the podium to state what they want to state out loud to the rest of the audience that is fine. She asked the audience to please reframe from talking to their neighbor.

Mr. Roosevelt Wright, 2406 Oak Street, stated he has one observation concerning this resolution and he echoed Mr. McFarland that this should be something the next Council should take care of. He said there is a line in the resolution that says that each Council will get a chance to appoint a person to the board. He said there is also a line that says the Mayor can take them all off at will and that shouldn't be. He said if a Councilmember represents someone they respect that person's thinking, and that line is saying if that person doesn't agree with the Mayor then he will just take them off. He said they shouldn't have the Council recommend anyone and the Mayor appoint them all. He said it should say the Mayor can remove only the people he appoints, and he thinks the Council shouldn't deal with it tonight. He said they should wait and talk about it, especially when the Mayor is here.

Mr. Harvey stated for Mr. Wright not to imply that was added now.

Mr. Creekbaum stated it has been in there since 2005.

Mr. Wright said what he meant was it shouldn't have been there to start with, and it is a dictatorship and kind of an oxymoron. He noted to say each Council member can name one person and for no cause the Mayor can take off the person the Council put on. He said the Council should talk about it and maybe it's not a good time to vote on it.

(The Chairman called for the vote to remove item (c) from the agenda: Ms. Woods: aye, Mr. Marshall aye, Mrs. Ezernack nay, Mr. Harvey nay and Mrs. Dawson nay)

(c) Upon motion of Mr. Harvey, seconded by Mrs. Dawson and approved Resolution No. 8719 approving an amendment to Article VII of the Articles of Incorporation of Interstate 20 Economic Development Corporation and further providing with respect thereto. (Ms. Woods & Mr. Marshall voted nay)

Mr. Muhammad said they are trying to work with the Council but they're not listening. He said there are still a lot of questions Mr. Harvey needs to take back to the I-20 board because the new Council will have plenty of questions and the Council is doing this without the new Councilmember's input.

Mr. Harvey noted Mr. McFarland continues to remind him in twenty-one days and the Council Elects will probably have all kinds of changes.

Mr. Muhammad stated there not necessary right now if the Council would be considerate while they are in the transition period. He said it's obvious the Council has an agenda they are pushing through, but they will fight it.

Mr. McFarland said he will not be silent when he knows things are wrong and the Council is trying to move forward at fast pace, at the last minute, and at the ninth hour. He said there is no way they can go to sleep tonight and say they have done the right thing. He said they can sit down and talk this out together so they can work together, and the people of Monroe can see all five Councilmembers working in harmony to move the City forward.

Mr. Marshall stated he understands the concerns of those coming in but also some of the language is not appropriate. He said if they are going to work together that should be the conversation every day. He said he understands the Council Elect feel a certain way about the resolution which is fine, and he feels like they should have the opportunity to discuss it. He further stated there is a way to approach every matter and if they don't get passed that, they will be in a cycle forever. He said he feels they need more conversations with it and with that being said he voted nay.

Ms. Woods said she wanted to have it removed and she thinks the Council is moving too quickly. She said she was on the Council for the previous administration, and everything was on hold. She noted the Council waited until the new Council and the Mayor was seated before taking care of serious business of the City. She said they are trying to do too much, there is a lack of communication and with that being said she voted no.

Mrs. Dawson stated they are still in office regardless of who is coming in after them, they still have a job to do, and a term to complete. She said the City's business has to be done and will continue to be done even after they are out of their seats. She further stated they will continue to do business and progress the City while still in office and she voted aye.

Mrs. Ezernack noted she agrees with Mrs. Dawson, and she said they do realize the Council Elect have an opportunity to bring forth their ideas, but the Council also have a commitment to their constituents to make the City better. She said they are doing their part by voting whatever way they wish to vote and with that being said she voted aye.

#### Mayor's Office:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8720 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. (There were no public comments.)

Ms. Woods stated before she votes, for the benefit of the public, and she knows they're not listening out there because for some strange reason Facebook is down. She said she thinks it was orchestrated because the Council have all these people here and nobody wants people to hear what is being saying. She said that is her opinion and what she is entitled to. She said she is definitely in favor of moving the City forward. She further stated her only concerned is the rush of doing what the City is doing. She said this is her home and she represents ten thousand people and they put her back in office unopposed. She said apparently they think she is doing a pretty decent job and with that being said she voted aye.

Mrs. Ezernack noted as far as the internet and the ability to go on Facebook tonight that happen earlier this evening. She said they had been diligently working to get it back on and she said unless a ghost or something fiddled with it, no one did.

Mr. Harvey said it's a public meeting with dates published:

#### Engineering Services:

(a) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8721 approving Change Order No. Fourteen (14) for the Water Treatment Plant Renovation and Expansion Project and further providing with respect thereto. (There were no public comments.)

(b) Upon motion of Mr. Harvey, seconded by Mr. Marshall and unanimously approved Resolution No. 8722 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.

Mr. Verbon Muhammad asked Mr. Morgan McCallister, City Engineer, if there will be a Phase 2 to this project. He said it's good the City got it paved but from East Street to Winnsboro Road they need to look at putting a turning lane. He said during a certain period of time during the day no emergency vehicles can get through.

Mr. McCallister stated no Phase 2 is planned.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon motion of Mr. Harvey, seconded by Mr. Harvey and approved to Introduce an Ordinance approving the Hockey Agreement between the City of Monroe and Perkin Hockey Group LLC further providing with respect thereto. (Ms. Woods nay.)

Ms. Woods motion to remove item (a) from the agenda. She stated that this was done, and she was not aware of it until she saw it on the television.

Mrs. Ezernack asked if there was a second. Motion failed for lack of a second.

Mr. Rodney McFarland wanted to know if this is considered a first reading on this item.

Mrs. Ezernack noted this is an introduction only.

Mr. McFarland said they saw all the fanfare on television and social media about seasoned tickets, but it has never been introduced to the Council. He said he heard the statement about wanting to continue doing business and that is what the last Council said as well. He said things that were major they waited until the new Council were seated. He said that was four years ago and now the Council have amnesia and don't remember. He said he has a lot of questions, and he has started going through the documents, it stated \$3,000.00 dollars a month for the Civic Center.

Mrs. Ezernack said the rent is actually \$4,000.00 dollars a month, it's not \$3,000.00 dollars and there are also provisions included to increase overtime and profit sharing that the City will have as well. She said that Mr. Creekbaum can actually explain it better because he was instrumental in putting the lease together.

Mr. McFarland wanted to know when that amount ends.

Mr. Brandon Creekbaum, City Attorney, noted if the hockey team invest to at least a million dollars' worth or equivalent to capital and infrastructure investments into the facility for the team, in exchange is that in that significant investment of the facility and alterations the rental fee will go down to \$3,000.00 dollars a month.

Mr. McFarland wanted to know if the \$3,000.00 goes down will it be brought before the Council.

Mr. Harvey says that it is contingent on their capital expenditure investment with what Mr. Creekbaum had just mentioned.

Mr. McFarland stated can the Council not wait 21 more days until the new Council is seated.

Mr. Harvey said that he wants to clarify what was said when referring to amnesia. He said he looked up the date of the election and back in 2020 the election was on July 11<sup>th</sup>. He said there was a meeting on July 14<sup>th</sup> and the agenda had been set before the election. He said they had everyone except one Council member. He stated to say that the Council went on this hiatus until everyone was seated just isn't true.

Mr. McFarland said that he disagrees with Mr. Harvey, and he is still asking that they wait until they get seated so that they can get all of these questions answered. He said that he is not saying that they are going to vote against it, he just wanted to wait until they get in to work through it. He said the Council is trying to make it a law based off of what he has read.

Mr. Creekbaum stated for clarification normally the City would have done this by resolution, but because there is a section in the City Code dealing with the rental of the Civic Center and the arena, this had to be done by ordinance. He said this was a structure agreement and not a single use rental that is addressed by the code which is to keep it consistent.

Mr. McFarland wanted clarification with the City had to move forward on this tonight or if the Council can wait.

Mr. Creekbaum said the matter is on the agenda and it's at the pleasure of the Council.

Mr. McFarland said he will remember that, and Mr. Creekbaum has spoken well. He said that it is at the pleasure of the Council to table this matter until the new Council is seated.

Mr. Roosevelt Wright, 2406 Oak Street, said as a general rule he reads the agenda and all of the attachments in detail. He said that the contract for this Moccasins contract is thirty pages long and he questioned whether all the members of the Council sat down and read all these thirty pages and have spoken with Mr. Creekbaum, because he noticed a minute ago when we ask questions, they were referred to Mr. Creekbaum which implies that you may not understand what is in the contract. The way that he understood is that the City is about to let the Moccasins use the Civic Center, starting off at a \$4,000.00 rental fee and if they put in a million dollars' worth of investment in, that the rent would drop down to \$3,000.00 dollars a month. He said that it's not going to take them long to get to a million dollars after they start putting in the ice floor and all the things they need etc., instantly they will be at a million dollars, so the rent will go down to \$3,000.00 really quick. He said then the City will be doing all of the janitorial work, and they won't have to pay for any of that and we are giving them all signage, they get all of that. He said if it's that simple it shouldn't be thirty pages long but if it's 30 pages long then the devil is in the details. He said that the Council members that are still in office have the responsibility to read those documents and he doubts that they have had a meeting to ask questions with Mr. Creekbaum line by line. He said that 23 years ago, we had a team like this, that started off with a great attendance. It started with 3,500 people averaging per game. For each year, the attendance began to decrease so much so until the last year they didn't have enough people it took to sustain itself. If it failed once before, then this Council has the responsibility to make sure that The City doesn't get left holding the bag. He said that it is the responsibility of this Council to make sure they take time to read the contract completely before introducing this ordinance on the agenda. He said that we might be moving too fast if they haven't taken time to read the contract in its entirety before introducing it.

Mr. Verbon Muhammad, said that as a Council elect, he would like to be responsible to his constituents to answer questions about this. He said that he is not trying to tell the Mayor what to do, but he should have gotten a buy in from the Council. He said that finding out about this on news without knowing about it is a problem. He said not to introduce this to the Council first when it's something major as this is not good. He said he's not saying that he's going to vote against it, he's just saying that he thinks that they should bring them in if they want him to support it. He said that everyone needs to know what's going on, because it's a lot. He said if the City had it 23 years ago, what did they learn from it, that can be different.

Mr. Harvey said that he thinks our job as Council is to give them an environment to succeed versus the responsibility the success of a local hockey team for them to have those clarifying statements.

Mr. Muhammad said there needs to be some conversation with some people.

Ms. Marie Brown, 1002 South Fifth Street, she said she's not going to spend her time trying to tell them to do the right thing, since they've heard it from the men tonight. She said the room is full and she is hoping all these people are voters. She said that it's going to come to a point that if you don't listen to the people, there is going to be fallout. She said that she doesn't want anybody to say that we are holding up progress. She said that the Council have to stop thinking that they can keep doing something and the public are not going to respond in a different way. She said that she's been to two council meetings, and she's seen the Mayor twice, they probably know where he is, but we don't, but maybe when the hard stuff comes, he allows them to be the front barrier. She said they will learn to not spend their money in places they're not welcomed. She said everything that the Council is doing is saying they don't care about what Districts 3,4, &5 say, think, or feel. She said that there is going to come a time when we are going to do what we need to do. This is the time that Districts 3,4,5 need to stick together like glue like never before and she sees the divide. She said the Council don't need to put a business up that failed.

Mrs. Ezernack said that nobody has brought this up about a failed business because the people that are bringing this business here are not the same people that ran it before, which were local investors. She said that this is a really good firm that has been checked out by the Administration thoroughly before they got into this. She said reading a thirty-page document, lease, agreement is

what she does for a living. She said that if Mr. McFarland and Mr. Muhammad wants to know more about it, they can reach out to Mr. Creekbaum, and he will go over it with them line by line if they want to. She said that she has spoken to him about it and she's sure that some of her colleagues have as well.

Ms. Brown said if the City advertise before it comes to the Council, and everyone is excited about it that like hockey make it hard for the public to build their concerns around it. Secondly, she said that if she rents the Civic Center, it's going to cost her about \$3,000.00 and you have to get a million dollars' worth of insurance for a one-day event.

Mrs. Ezernack said that there are other provisions the City can profit from as well.

Ms. Brown said that they don't get it and they never look at the other side of nothing and it's all about what the Council decide and want. She said that this could have been brought to the community and Ms. Woods didn't know about until she saw it on television. She said when this new council comes in and they don't hear you, remember this day.

Mrs. Ezernack said once again another threat.

Ms. Brown said when the public say something, don't take it as a threat, take it as a truth, my opinion, it's not a threat. She said it's what I see and if you can't see what I see, you can't feel what I feel.

Mrs. Ezernack said it goes both ways.

Ms. Brown agreed. She said that why don't you see that the same thing you're doing, you don't expect the same people to do and act the same way. She said it's logical, if you can't hear me what makes you think I can hear you. She said that Bishop said that he was extending the Olive Branch, she said you all know what that means we all go to church. She said that it means that I'm willing to work with you, but when you break it, why would you think I need to work with you. She said that the same way she has been watching the current council is the same way she will be watching the new council members. She said that she has never bitten her tongue when it comes to speaking her mind and she mentioned that Mrs. Ezernack should know that because she's been on the Council. She said she wants the council to work together, but it takes three votes.

Mr. Roosevelt Wright said he's already had a conversation with Mrs. Ezernack and Ms. Woods, where she said that no one discussed this with her, and she had no knowledge about it. He said if they put down an ice floor, to keep that ice floor cold the air conditioner would need to be put on very high, that means there is going to be an increase cost in the utilities, and an increase cost in janitorial work because there are not a lot of people working there right now to help clean up behind two games. He asked if they remember they didn't play 28 games here, but in this contract, it would be a total of 28-30 which means a lot of cleaning up to do. He is asking if they have put the numbers into it, to see what the City's actual cost is while doing this. He said that if the Council is unable to answer the questions from the constituents, then this item shouldn't be introduced at all until everyone is well versed about it. He said that they want to see Monroe grow, but we have to be fully aware of the increased costs that come along with introducing this item. He said that this was a failed business attempt at first and the investor is not local man. He said that he looked the guy up and he is a solid person, trying to get a major hockey team in New Orleans, this is just a minor team that feeds into it. He said that those of you who are the City's fiscal agents have to know all the cost that this consists of before you vote yes on it.

Mr. Parker Moskul, Managing Partner of Perkin Hockey Group, LLC, thanked the City for having him tonight and he recently moved to Monroe and it's by far his most favorite place to live. He said that the people here have been amazing, the food has been second to none, and being in Baton Rouge has made him fall in love with the whole state of Louisiana. He said he grew up in a very under privilege part of California, and he said he was fortunate enough they opened up a Salvation Army Center. He said he was in a homeless shelter in San Diego, CA where that organization had a hockey rink. From the age of 8 to 18, hockey had given him several opportunities in life. He was able to get an education with hockey, he was able to meet some amazing people who he can call family playing hockey. His main goal that he has with bringing this team to Monroe is to give the youth something that they can do. He said that they plan to have rental skates and hockey gear and take kids like him who wouldn't normally have access to the sports, by giving them the ability to play the sport with no cost to them. Their plan is to donate a lot of equipment, have clinics, and

start youth programs. He said that everyone should be involved, everyone should feel like they have equal access to this sport. That is his main goal personally. He said from an economics standpoint, he was in Baton Rouge last year, having the team there for one year had an \$18.1-million-dollar economic impact. He did a lot for the community as well, especially people coming from out of town to watch the game, hotel stays, and it generated more people to the downtown area. He said on the hockey side, there is a reason why they are going to be successful long term are the following: the ticket prices are lower than they were in 2001, \$318.00 for an entry level ticket, which is about \$11.25 a game. They are able to do it because of their operating budget today with this league is a quarter of the operating budget it was in 2001. He said that they will be operating way less than them which makes teams in this league able to sustain. Every team in this league has gone into a market where hockey has failed for whatever reason and based off that model, they have had several teams for multiple years become successful in their community. He said that he is very fortunate and blessed to be part of this community and he hopes that we can all get along for many years to stay.

Mr. Brenton Creighton, 103 Stephens Drive, West Monroe, La, he said that he has lived here his whole life. He said that he is grateful to be surrounded by people who are a part of this faith-based community.. He said that when he stands on his faith, there is evidence and proof to back it up. He said that he has witnessed in the last two to three years the success that comes from the Perkin Hockey Group, LLC. He said that he has had multiple dreams that he has had where he sees success in hockey. He said that he wants to stand on his faith with his faith-based community with the confidence and faith that he has the evidence to prove it. He said that he is not a dollar and cents guy, not a business guy, listening to the concerns about cost, but while in prayer he said if we are going to do this, we have to have more than enough sustainability, capital, money, and all the things to ensure that it is successful and no one has to worry about anything, because we have faith. He said that this is more than just hockey, its success will not just impact the sport, but the community as well. He said that if you want to know anything about his success, he can sit down and tell you about it along with evidence to back up his story.

Mr. Shannon Blue, 94 Lincoln Road, Business Owner in Monroe, stated he and his family are new hockey fans and over the last few years have spent thousands of dollars traveling to watch. He said he is excited to be able to spend that money.

Mr. Casey Tripp, 123 Verwood Road, said he is concerned as an educator, and they are training students with the skills to work in hotels and restaurants and if the City don't have a tourism base to bring jobs they will be the lost generation. He said having this as a tourist attraction will help generate opportunities for the city.

Ms. Kenya Roberson, 116 Glenwood, said wholeheartedly she don't think anyone is against a hockey team but the way it was introduced to the community should have been done differently. She stated how it will affect the people who utilize the Civic Arena when they want to have events. She feels like if they are going to be giving back into the community, then there should have been some community engagement from the beginning to find out the needs of the community.

Ms. Teresa Fisher, 400 Hillside Circle, she went to the first game for the Moccasins, that next day she bought season tickets. Shortly after that she started a youth hockey team that consisted of 25 kids, four years later she had over 200 kids in Monroe. She said when they left, she started a roller hockey team of 120 kids. She had so many parents come to her saying that their kids weren't into baseball, football, etc., and this gave them another option of a sport to pursue. She is in favor of the team coming because this is another managing group that's over the team. She said to give them a chance and come to one game, she guarantees that you will be hooked.

(Mr. Marshall leaves the Council Meeting at 7:35 p.m.)

Ms. Debbie Habner, just moved to Monroe from Nashville and one of the things she was excited about was hockey was returning back to Monroe. She is a real fan of the sport and loved how it brought the community together.

Mrs. Michelle Tripp, 123 Verwood Road, said that hockey didn't fail because it enriched her life. She was a young teenage photographer that started taking pictures and they loved her photos where she got an opportunity to take pictures for them. She now takes pictures for the News-Star as a freelance photographer, and it has enriched her life. She said that Hockey didn't fail.

Ms. Mondarian Douglas, 5513 Long Drive, said that she was concern after listening to the powerful testimonials made her more suspicious and she is asking Councilwoman Dawson to not consider this item. She wanted to know if Councilwoman Dawson read the agreement and if she have any concerns.

Mrs. Dawson said she doesn't, and she is actually excited about it.

Ms. Douglas said they want to make sure they read every line and District 5 doesn't know much about it.

Ms. Tonia Freeman, 6315 Cypress Point Drive, asked if they don't vote on it tonight will the contract be off the table.

Mrs. Ezernack noted this is introduction and there is another step it has to go through. She said normally between and the future the Council get additional answers. She said it is a two week lay over before it would be final and it still my not pass at the end.

Mr. Creekbaum said if it pass at the second and final adoption than yes, the City will have a hocky team. He said it will be in consideration at the next Council meeting on June 25<sup>th</sup>.

Rev. Linda Johnson, 119 South Pointe Drive, said that she has grandchildren, and she would love to know more about hockey before it comes into existence.

Mr. Jeff Guerriero, 220 Forsythe Avenue, from a business standpoint he has brought a lot of different events to Monroe, because he is Pro Monroe. He said that this is an opportunity for Monroe to grow from an economic perspective. He said that this business being here would allow for our kids to stay in Monroe and learn videography, photography, or how to run a business. This is a great opportunity for Monroe, he wants to give them a chance to be in Monroe.

Mr. McFarland wanted to know when did the Chairman found out about it.

Mrs. Ezernack said the Council received an email about the press conference that was coming up.

Mr. McFarland asked was she not involved in the negotiations to ask your questions and concerns. He said the people of District 4 elected him to have a seat at the table and he wants a seat at the table on this matter. He said if the Council see fit that he shouldn't have seat at the table all is well.

Mrs. Ezernack said that she wanted to make one clarification as far as the Council's responsibility and contracts go, we are not in on the negotiations, that is the Administrative function. She said that the Council functions is to ask questions about it. She said that they are not at the table during these discussions, which is probably for confidentiality purposes, that's why at that particular point is why it came to the Council then. She said that we all received notification about it at the same time. She said this is introduction only and may not pass when the final comes up.

Mr. McFarland said that if the Mayor wanted to introduce this he should have explained what was going on. He said that it is a level of respect.

Mr. Tony Little, 1315 Forsythe, wanted to know if there is a confidentiality clause in the contract.

Mr. Creekbaum said that there is a provision in the agreement that governs the dissemination of confidential information that tracks Louisiana public records, there are no other provisions addressing confidentiality.

Mr. Little said that he understands that it's the Administration role to negotiate contracts, but if this was his personal business there would be 20 more things that he would add to this contract, because he is not trying to kill hockey. He said that his main concern is that these are taxpayer's dollars, and, in the end, we should call a spade a spade. He said what we are really doing is subsidizing a team, when you do your due diligence with the 13 hockey teams they profited about \$230,000.00 dollars last year. He said that it has been plagued with financial instability. He said we should look at it and say we are going to subsidize the team and what are the cost. He also said local people who pay taxes in the city, when they rent the Civic Center they pay full rent, and they live in the City, but now there is a team coming and we are about to give them a discount. He said we should just give them an incentive package and look at doing it for everyone. He said it's not fair that we can do it for the team and not everyone. He said we should look to make sure they have all the correct insurances before we approve this. He said if it will bring jobs and create jobs and improve the quality of life, he is 100% for it. He said that he wants us to get this right.



Mr. Brian, West Deborah Drive, stated he was an educator for several years in the Ouachita Parish School System and one of the things he heard his students say was that they didn't think there is a future in Monroe, they didn't have anything to do in Monroe either. He said that bringing this hockey team here will give the children a future and something to look forward to in life here in Monroe.

Ms. Woods stated for the record, for all of you that out in the audience that are for or against, her position on this matter was that she did not know and to hear the news media say that it has been in the works for a year and when my phone rings, she has a responsibility and obligation to her constituents. She said she represents 10,000 people. She said that if they start calling me and I have no answers then something is wrong with this picture. She said that we are talking about taxpayer's dollars. She said that she has no problem with hockey, her issue is how it was handled. She felt like as an elected official that she should have known before the huge announcement, just a simple conversation would have sufficed. She said that this is not the hockey team's fault. She just believes that there should have been a conversation first. She said that her objection is not against the team, just how it was done. Putting the cart before horse.

(b) Upon motion of Mr. Harvey, seconded by Mr. Harvey and unanimously approved to 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.

Mr. Rodney McFarland, 1017 Ouachita Avenue, asked Mr. Creekbaum if this was going to be in the Jackson Street area.

Mr. Brandon Creekbaum, City Attorney, answered Polly Street and Railroad Avenue.

Mr. McFarland asked if it's off Jackson Street. He said that it appears that they want to build more halfway houses in the Jackson Street area.

Mr. Creekbaum said these requests come from the Planning & Zoning Commission and are application-based requests. He said it is then placed on Planning & Zoning's agenda to be voted on and once it gets approved it goes on the next available Council meeting agenda. He believes the applicant will explain the purpose of the rezoning.

Mr. McFarland said that it appears that they are building more halfway homes in District 4 which he will be representing. He said that he doesn't believe that the constituents are aware of what is getting too ready to take place with this rezoning. He said that he wants to hear from Wellspring, but he wishes he could have been at the table for this rezoning.

Mr. Harvey said that he gets a lot of calls about the halfway houses, sober living houses, and the Council does not regulate those houses.

Mr. Creekbaum explained the process of the Planning & Zoning Commission, he said that Wellspring is going to come up and explain the purpose of the rezoning for their property. He mentioned that Councilwoman Woods has been at a few Planning & Zoning Commission meetings. Wellspring had a public hearing in May where this particular project was discussed. The representative of Wellspring is about to explain again the reason for needing rezoning for their organization. He also said that the Wellspring is designed to assist people dealing with domestic violence shelter and the other one is families dealing with homelessness, so this is a family structure organization.

Mr. McFarland said that he is going to reserve his questions for the Council after he hears the representative speak.

Ms. Caroline Casio, 1515 Jackson Street, Representative of Wellspring, appreciates their concern for the expedition of the matter. She said they are required in order to be eligible for a \$2 million dollar funding award to have the property properly rezoned by June 30th which is why there is such a time sensitive issue. She said that this is not a halfway house, they have never dealt with those at all, they specialize in substance abuse. They have a domestic violence shelter that is outdated, that needs to be replaced for many reasons. She also said that they do not have shelters in Monroe that are for families of homelessness. She said that homelessness in our community is very largely consistent of families and there isn't a place for them to go. This is the reason why we are seeking for rezoning the property. She said that they already own these properties and the contiguous property 1515 Jackson Street where our headquarters are located. Across Holly Street

is City of Faith already zoned B3 and that is what we are asking for. She said Mayor Gerald Brown who sits on their board reached out to Councilman Marshall so that there would be no surprises. She said again that this is a time sensitive issue, and they are seeking to create and solve some tremendous needs in our community.

Mr. McFarland thanked the Council that this was not a halfway house, he is relieved. He said communication is the key and goes a long way.

Ms. Karen Gant, 2411 Woods Street, wanted to know the first application date.

Ms. Caroline Casio answered April 28<sup>th</sup>.

Ms. Gant asked when you discovered that your funding was about to end.

Ms. Casio said that they have the opportunity to apply for funding to build a shelter.

Ms. Gant asked if the application has to be turned in by June 30<sup>th</sup> or does everything have to be approved by the 30<sup>th</sup>.

Ms. Casio answered that June 30<sup>th</sup> is the deadline for which the federal home loan bank requires proper zoning for the project to be approved. She had already submitted the application.

Ms. Gant asked what the process was to get to this point, what all that did entail.

Ms. Casio answered that she had to go through Planning & Zoning Committee, they had to review her application, representatives from her organization had to be at the meeting. After it was approved from them then it was recommended to be brought before the Council.

Ms. Gant asked so the process was from April until now.

Ms. Casio answered yes. She didn't know what the process was, so she had to call and ask. She said that she is not in the business of Planning & Zoning, she works in the nonprofit field, this was a new process for her.

Ms. Gant said she wanted to see the timeline on the processes.

Mr. Gene Tarver, 1701 McKeen Place, said he knew Ms. Casio's predecessor and they were able to help Wellspring and they do an outstanding job in the city of Monroe on the south side by providing homes and shelter for people who so desperately need it. He said when referring to the timeline, that occurs when dealing with grants, there is a time that you have to have things in place in order to receive federal funding. He believes that Ms. Casio's efforts should be rewarded by voting in favor of this rezoning project.

Mrs. Dawson thanked Ms. Caroline and she said she has been referring Wellsprings for years.

Ms. Casio said that it is an honor to do the work.

Ms. Tonia Freeman, 6315 Cypress Point Drive, wanted to know if there will be something for individuals that are homeless as well.

Ms. Casio said that right now the Salvation Army currently has beds for individuals who are homeless. Persons that experience homelessness have to go through a coordinated entry process, that means they prioritize and process according to their individual needs, that when you work with the Home Coalition. The appropriate resource is to be determined through the coordinated entry process. So, if it's a family with young children for example, they can't go to the Salvation Army, because they can't accommodate the young children. If it's a mother with a teenaged son, they can't be housed together, our purpose is to keep families together. She said several months ago, when funding had run out for Rapid Rehousing, some of the financial assistance we were able to provide for those who were at risk of being homeless or already homeless. There was a total of 15 families with a total of 51 children that had no place to stay, now that is not acceptable in our community.

Ms. Woods told Ms. Casio that she appreciates everything that she does, because she has come into contact with many who need those services. She asked how many families this new facility is going to be able to house.

Ms. Casio answered that the shelters for families that experience homelessness are to have 15 units to accommodate up to 60 people. She said that lately what they've seen are very large families,

families with eight children. They are having it designed so that they can have adjoining rooms for larger families. She said for the domestic violence shelter they need a non-congregate shelter, a safe place for domestic violence survivors needing a safe place where they can drive and park their car so that it's not in plain sight. They just need many things to ensure their safety while they are with them. The total units would be 13 that can hold up to 60 people.

Ms. Linda Johnson said she worked at City of Faith Housing inmates that was next door to the Wellspring and they are an excellent organization.

(c) Upon motion of Mrs. Dawson, seconded by Mr. Harvey and approved to Introduce an Ordinance establishing Purchasing and Bidding Procedures for the City of Monroe and further providing with respect thereto. (Ms. Woods Nay)

Ms. Woods motion to remove item (c) from the agenda until the new Council is seated.

Mr. Brandon Creekbaum, City Attorney, stated Mrs. Dawson has a motion on the floor to adopt.

Mr. McFarland stated what the City is trying to do now is to make this law that the Mayor has power to award bids under \$250,000.00 without the Council's approval. He said after reading this and trying to digest all this language the attorney has put in it. He said it kind of states that each year the \$250,000.00 grows and he wanted to know if the Chairman was aware.

Mrs. Ezernack said yes and it's in the Statute.

Mr. McFarland wanted to know if the Chairman was aware the previous Mayor \$33,000.00 had to be brought before the Council but under this Mayor, the present Council voted that he has the right to award any contract that is under \$250,000.00 which is a resolution. He said tonight the Council is trying to introduce a law on the City of Monroe that he can give these contracts out to whoever he desires and as long as it's under \$250,000.00. He said the Council has to read the language in the Ordinance which states it will go up automatically without the Council vote.. He said they are moving something from a resolution to now become city law and introducing it tonight because there is one more Council meeting before the new Council come in. He stated it is affecting the constituents of this city and the reason the Council is doing this is because it's hard to change an ordinance. He said it's wrong what the Council is doing and to leave it as a resolution to let the new Council deal with these matters. He said be not deceived, God is not mocked to whatsoever man soweth, that shall he also reap.

Mrs. Dawson stated for the record a year ago when the Council brought this item as a resolution the Council had talked about bringing as an Ordinance. She said the Council saw how it benefited the City and were able to move projects faster. She said she had no complaints from any constituents, and she noted this is something great for the City. She said the City have been moving project and getting information from purchasing. She said when contracts come through the Council get that information. She said there is nothing not being transparent, and she thinks it's a great move.

Mrs. Ezernack noted for clarification the language about the increase comes out of the Louisiana State Statute and that is the public bid law.

Ms. Woods noted with the previous administration she doesn't recall it going up annually.

Mrs. Ezernack stated it doesn't start until 2025.

Mr. Creekbaum noted when the State moved the limit to \$250,000.00 the State added it to law. He said it's in 3822 12 section C1 and they put in the annual CPI increases. He said under the old public bid law there was no annual and the old contract amount the Council did not follow but set a different policy for local matters.

Ms. Woods wanted to know if the City was at \$50,000 it be applicable as well.

Mr. Creekbaum stated that would be a completely different ordinance or resolution than what is being presented before the Council tonight.

Ms. Woods wanted to clarify that one reason this is applicable is because it's at \$250,000.00.

Mr. Creekbaum said no, the ordinance that is being presented ties the City to what is the State bid law.

Ms. Woods stated for clarification that the City wants to do exactly as the State bid law.

Mr. Creekbaum said yes, and this is what the ordinance proposes at least with respect to the contract limit.

Ms. Woods said how many people are in the City and the State of Louisiana, and the City is going to increase it. She stated she is trying to understand, and she said the City is patterning themselves after the State of Louisiana at something as crucial as this. She said the City is just giving authority away and it is mind boggling to her that when the City had another administration it was \$30,000.00. She said the vote from the Council was to bring it down to \$15,000.00 and the City is steadily giving this administration the authority for more and more. She said she doesn't know if it's quite as transparent and she would like to see everybody that has gotten an award. She wanted to know when this actually passed in the resolution.

Mr. Creekbaum stated the resolution was passed in June of 2023.

Ms. Woods wanted to know from June until October no one got any money under this bid law.

Mr. Creekbaum said he thinks that was in a previous report Mr. Curt Kelly, Director of Purchasing, may have done. He said he thinks this was the second buy annual which covers a six month period.

Ms. Woods stated she doesn't see Mr. Kelly to ask, and she would like to get an all-inclusive on this, please.

Mr. Creekbaum noted he is sure that is absolutely possible.

Mr. Roosevelt Wright, 2406 Oak Street, stated he raised in opposition to this ordinance primary because of what Mr. Creekbaum said and he further stated the City is not compiled to tie themselves to State law. He said by tying themselves to State law it's using an escalator factor in which ties to every year it will go up by the consumer price index. He said the CPI goes up somewhere between 2.4 and 3.3 percent every year and in ten years that \$250,000.00 will be out like \$310,000.00 and keep going up. He noted he suggest if the Council do that the City needs to make sure it doesn't turn into an agency where people in power can reward people who support their campaigns. He said to put some limitations on because otherwise the City will have pool where they can pass money. He said it is illegal to receive contributions from anybody that are voted on their contracts, but this allows that to happen. He said when the City bypass the bid process it locks out the requirements for DBE participation and it's not by law. He said when the bid process is bypassed minorities kind of get left out and they are at the good will of the Mayor. He said in the last four years that has not been too well for minorities, and he thinks the Council should lower it to \$30,000.00 to have complete visibility. He said the Council's responsibility is to watch the money.

Ms. Sonya Jacobs, 1700 University Avenue, stated they had an extreme discourse about this very issue and the problem was the lack of inclusions of small businesses in this area. She said small businesses that are represented in the African American community and the promise was the City will include when the City increase from \$30,000 to the \$250,000.00 threshold. She said they have not seen that plan implemented or the results if there have been proper execution. She noted Mrs. Dawson stated there were no complaints from her constituents and Mr. Alton Brooks a member of District 5, and he has complained on multiple occasions.

Mrs. Dawson wanted to know to whom.

Ms. Jacobs addressed Mrs. Dawson to say she said there were no complaints.

Mrs. Dawson noted he didn't complain to her.

Ms. Jacobs stated maybe she needs to talk to him.

Mrs. Dawson said maybe he needs to reach out to her, and she hasn't heard from him.

Ms. Jacobs said he reached out to her, and she complained on his behalf, but it fell deaf ears.

Mrs. Dawson said she didn't call her about what was said.

Ms. Jacobs said she talk to Mrs. Dawson in length about it.

Mrs. Ezernack said the Council is not going to argue this point.

Ms. Jacobs noted they have not seen inclusion at this time and \$250,000.00 the City is not bound by the State. She said the State is doing a lot of things and the City is lagging behind, and she don't see the City following in that direction either. She said the State has a more robust plan of DBE inclusion which she doesn't see implemented either. She said the Council is making some unparallel unprecedented moves and it is not benefiting the betterment of the entire community. She said they ask that the Council relent and do this the right way.

Mr. Muhammad stated the Council has stacked this agenda tonight and that's why they are still here. He said he doesn't know if the City is operating legally, and he wanted to know what the City will do with the resolution that's already out there.

Mr. Creekbaum stated an ordinance is superior to a resolution under law.

Mr. Muhammad wanted to know if the resolution has been rescinded and he doesn't know if the City brought it to the Council properly.

Mrs. Ezernack said noted the legal team brought it to the Council.

Mr. Harvey said there is a line in the ordinance that rescinds the resolution, and the language of the ordinance takes care of the resolution.

Mr. Harvey noted the language of the ordinance takes care of the resolution.

Mr. Creekbaum stated the last section of the ordinance states this ordinance hereby appeals and supersedes any prior ordinances or resolutions governing the same subject matter.

Mr. Muhammad asked if the resolution wasn't strong enough.

Mr. Harvey stated Mrs. Dawson already talked about the intent as far as back a year later.

Mr. Muhammad said he isn't clear, and he said he is asking the Chairman.

Mrs. Ezernack reiterated Mrs. Dawson comments that the if resolution was working the City would bring it back as an ordinance. She noted Mrs. Dawson was the Chairman at the time it was passed.

Mr. Muhammad wanted to know why it is being brought back now as an ordinance and if this is the recommendation to the Council.

Mr. Creekbaum stated he provides legal advice to the Council. He said the law and the charter recognize an ordinance as superior in all respects to a resolution.

Mr. Muhammad wanted to know why not bring it as an ordinance first. He said the Council needs to turn the ordinance down tonight. He said Bishop McFarland and himself are questioning why at this juncture and if it wasn't proper then wait. He said it seems the Council wanted to get it through now and attach the CPI where it can run rapid, that's a problem.

Mr. Creekbaum stated for clarification the CPI was in the original resolution and the intent was to track the bid law as closely as possible.

Mr. Muhammad said that didn't answer the question.

Mr. Harvey stated it has been answered a couple times and it doesn't seem he would be satisfied with the answer.

Mrs. Dawson said that is what the Council said they would do in the beginning because if didn't work the Council could bring it back down.

Ms. Kenya Roberson, 116 Glenwood, said when the Council introduced the resolution there was a long line of people just as it is tonight. She said they voiced their concerns, begged, and plead and got nowhere then and she said it doesn't seem like their getting anywhere tonight. She said it saddens her because every day she sitting behind a desk listening to business owners and it's disheartening to tell them unfortunately even if she voice it will not be listened to. She said the list of the people who have actually received contracts she could count on her toes how many look like her. She said if she was representing a duck she wouldn't be okay with that no matter what color they were, and she would want it to be fair representation diversity across the board. She said she knows they would say they aren't qualified, or they don't have the certification; well, she would need to teach them. She said she would need to reach out to the people who are talking to

them and helping them on a day to day basics that they are ready, which has not been done. She said if the Council is tired of hearing it the only way to stop it from being heard is to do something about it. She said the City can quote law all day long, but they know it is not fair across the board and if the Council continues to take it up they are not going to be able to meet that and the Council knows. She said why continue to go up when the people are saying they're not getting now. She said how do the Council sit on the principles they run on during the election to say it will be diverse and inclusion but when reality sets in it's not. She said she only gets upset about a few things because she represents those people just like the Council have a job to do so does she. She stated to the next Elect Council the solution is to have some round tables, listen, and have funding and training trickling down into the organizations to get their people ready.

Mr. Tony Little, 1516 Forsythe, addressed Mr. Creekbaum to clarify if it really matters if it's a resolution or an ordinance. He noted the Mayor can do with a resolution what he can do with an ordinance. He wanted to know when this changes into an ordinance will it change anything for the Mayor.

Mr. Creekbaum noted there are legal affects that flow from the existence of an ordinance verses the existence of a resolution. He further noted that what the administration or the Council can and can't do as a matter of policy or performance is not in his realm of expertise.

Mr. Little stated an ordinance has the weight of law and a resolution does not technically have the weight of law, but when passed as a resolution it can be amended. He further stated the Council should maybe look at some kind transition policy because there are two Council Elect and two Council members leaving. He further stated the City is introducing something and fighting over something, but this is the one issue of every issue. He said if the Council waits twenty days it won't affect anything yes or no.

Mr. Creekbaum said yes, one carries the force and effect of law, and the other one is an expression of former will. He said appreciates the questions and being able to explain the legal affects. He stated Mr. Little has been the Chair of the Southside Economic Development District (SEDD) which is also held into the City's policy and procedures when it comes to procurement and policy. He said as a representative of an entity that also deals with being able to move projects within SEDD he thinks this will have the same effects for the organization that it would for the City.

Mr. Little noted his point is the City is doing this because they want to do it. He said they are saying they want to work together, and some people are saying they are threatening. He said there are some people up there he highly respect and expect them to do the right thing, but the Council will do what they want. He said a resolution doesn't matter and the City can amend a resolution. He said with \$250,000.00 the Council doesn't have to do it, but they can do it. He said all he is simply saying is he doesn't personally have a problem with the Mayor having \$250,000.00. He said the City needs to move forward and there was just another murder and issue with crime. He said the City is being tone deaf as the feelings of the community and they are talking about an issue most of the community don't care about. He said they care about their neighborhoods being safe. He said this has to be done tonight because it's a political issue because it doesn't matter if it's an ordinance or resolution not to the point it has to be done right now.

Ms. Mondarian Douglas, 5513 Long Drive, said she is bothered the Council is in a rush to handle the City business and if it was 10:45 she would be okay because she knows it's under careful watch. She said she thinks she heard a brother say point of order and he was told he was out of order. She thanked God for the City's advocator that are advocating for them to make sure the Council uphold what they are supposed to do. She said the City of Monroe is represented by the Mayor and the Council represents the citizens. She said the Council answers to the citizens and Mr. Creekbaum shouldn't be answering for the Council if they had read the ordinance. She said the Council is getting paid every month and that's a nice payment for a quick meeting for people to not be doing their homework.

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

Mr. Harvey stated for the record once the Council comes out of the public hearing, relative to the Special Election, he would motion to amend the twenty-five year period verse perpetuity.

Ms. Woods stated before the public hearing she would like to amend the ordinance to not include using these tax dollars for public buildings.

Mr. Creekbaum noted the procedurally the way to handle this would be to pull the public hearing because it is technically on agenda first. He said he thinks Mr. Harvey has already stated a public intention once the City come out of the public hearing.

Ms. Woods noted hers is the same thing.

Mr. Creekbaum noted he thought Ms. Woods was trying to amend it now.

Ms. Woods stated wanted her amendment to read the same way as Mr. Harvey's.

Mr. Creekbaum said two Council members have publicly stated their intention that once the public hearing is concluded, separate amendments will be offered. He said Mr. Harvey has stated he would likely propose an amendment changing it from perpetuity to twenty-five year period. He said Ms. Woods stated an intention to propose an amendment that would remove the language that allows it to be used on public buildings.

Ms. Woods stated wanted to remove the language to build public buildings.

Mr. Creekbaum recommended the Council to entertain the public comments as they do at any public hearing. He said when the Council comes out they would take the amendments one by one and let them raise or fall as they go.

#### The Chairman open the public hearing

(Upon motion of Mr. Harvey, seconded by Mrs. Dawson and approved an amended Ordinance No. 12,220 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. (Ms. Woods Nay.)

Mr. Verbon Muhammad stated that was out of order and the Council was making amendments without a motion. He said he doesn't want to know what the Council is amending right now.

Mrs. Ezernack noted the Council isn't amending anything at this moment and the Council is in a public hearing.

Mr. Muhammad said is asking the Council to not act on this because they are here at Council now wanting to make amendments. He said it is suggesting to the public that it's clear as mud.

Mr. Harvey noted by stating his intent before the public hearing was to try and be very transparent with his intent.

Mr. Muhammad said just pull it back and bring it to the people properly.

Mr. Rodney McFarland, 1017 Ouachita Avenue, stated the public came before the Council two weeks ago, and they pleaded their case which fell on deaf ears. He said the Council can't believe that everybody is either ignorant or dumb that they don't see what's going on here. He further stated those that have read the language know the Council is trying to have the election for this tax that will not expire until 2029 on December 7<sup>th</sup>. He said not even on the presidential election because the Council know more African Americans will come out during the presidential election. He said the Council don't even want the by in of the new Council members that are coming, and this is not a threat, this is facts. He said he is the voice of the people, and the people listen to him. He said some took him for a joke; said Mr. Muhammad and himself weren't going to make it, but they're here because the people spoke. He said if the Council decides not to involve them and moves forward with this he will fight hard to defeat it. He said when the Council thinks his people aren't going to vote there will be a great movement. He said now the Council is trying to give them a little something by saying it will be twenty-five years and still it's not right for this Council to make this decision. He said the City have sat around and had conversations about who the Council is scared of, and he said they don't need to be scared of Mr. Muhammad or him because they are going to do what's right for the people. He said the people wanted a change and they would be the change for the City. He said if the Council's desire is to not allow the Council Elect to be a part of this he will do all he can to make sure the tax is defeated.

Mr. Roosevelt Wright, 2406 Oak Street, stated he rose in opposition to this tax and the way it is being presented. He said he is aware of some of the amendments, but he would like to address it. He further stated in the early in the 1900s he was a part of a political organization that met on Sunday night to talk about how they wanted to improve the streets of the city. He said they invited

in Mayor Robert Powell, and they came up with agreement that he would fix the City streets. He said all the streets in South Monroe were dusty and rocky and some streets were being paved but the City was imposing the taxes of the property owners to help pay for it. He said as a result they came up with a tax proposal for a one cent sales tax designed to fix and pave the Southside, but it ended up being the entire city. He noted the one cent sales tax was supposed to last ten years to pave every street and alley in Monroe which was done. He said it would accumulate enough funds so as the years go by there would be funds to fix those streets as infrastructure underneath starts to tear away. He said in 2001 three years before the ten years ran out the new Mayor Rambin came in opened it back up and watered it down. He said he watered down by adding in police stations, fire Stations, and operations of the water plant which means there was less money available to fix the streets. He said now the City is about to open it again five years before it runs out and plan is to water it down some more. He said only twenty-five percent is going to be used for streets and the City is going to add in fire stations, police stations, acquisition of properties, water operations and public buildings. He said the money used to fix the street will decrease and he said at the last Council meeting the city engineer talked about how the streets were beginning to go bad. He said if the City waters down the funds that are supposed to fix the streets the people on their side end up paying for it and they are trying to get their ditches closed in. He said the funds to do it with is that fund and he suggested it go back to being the street fund because now those streets are getting old. He noted it was a one cent sales tax to maintain the streets of the City of Monroe and he said he has feeling when the money runs short the Southside is going to pay for it.

Mr. Gene Tarver, 7801 Frances Place, noted when he read the ordinance he had two reservations one was about the future which Mr. Harvey offered an amendment to change that to a date. He said his other concern was indicated by the expansion of provision to the Public Works area which was another amendment to change that was mentioned.

Ms. Woods said no, she talked about public buildings.

Mr. Tarver stated he was a part of the original Council when the City did the streets, and it was focused entirely on streets because they were in horrible condition. He said the streets were in horrible condition because the City was paying through the assessment against property owner. He said it wasn't working because many of the property owners on the Southside simply couldn't pay for the improvements of the street. He said they supported the Mayor's recommendation, and it worked very well but it was changed under Mayor Rambin administration. He said this is going to be coming up for a vote this fall, and He said voters support a proposed tax and tax renewal based on their perception of the people who are in office. He said election matter and the last election voter spoke and they indicated they wanted some change. He said he is trying to state a word of caution in the Council's proceedings, and he listened to the effort to postpone until the next two Council members take office. He said the City has been important to him his entire life and he is concerned about the direction it is going. He said he hope all thing workout and he pray to God things work out.

Mr. Tony Little, 1315 Forsythe, said the bible talks about getting wisdom, knowledge, and a good understanding. He said some of the Council have been here because they are wise and knowledgeable and by now the Council should have a good understanding. He noted there has been a tremendous amount of progress made in the last four years and the City just came off an election where the Mayor was elected by sixty something percent. He said two Council members ran unopposed and the two Council Elect got about sixty something percent of the vote. He said the City is in a situation where this tax could easily be worked out but the way it stands, it cannot be supported. He said taxes are hard to pass and the public is not going to support a new tax.

Mrs. Ezernack noted it is not a new tax.

Mr. Little said with all due respect it is a new tax because the old tax does not run out until 2029. He said no matter how the Council say it, it will be branded as a new tax. He said majority of the people will not support it. He said wisdom and knowledge would wait, but on December 7<sup>th</sup> the Council will have an understanding.

The Chairman closed the public hearing seeing no one come forward.

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and approved 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.

Mr. Harvey wanted to know how the Council was supposed to vote the amendments in.

Mr. Creekbaum stated if there are going to be composed amendments he recommended Mrs. Dawson remove her motion for final adoption at this time.

Mrs. Dawson withdrew her motion.

Mr. Harvey motion to adopt the ordinance with the time period removed from perpetuity to twenty-five years commencing upon the expiration of the current tax.

Upon motion of Mr. Harvey, seconded by Mrs. Dawson approved an amended Ordinance No.12,220 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. (Ms. Woods Nay)

The Chairman open the public comment.

Mr. Creekbaum stated for clarification the public comment on whether or not the Council should adopt the amendment to remove the language from perpetuity to twenty-five years commencing upon the expiration of prior tax. He noted he believes it will be January 1, 2029, what is likely stated in the call

Mr. Muhammad wanted to know if the motion was being made from what is on the agenda.

Mr. Harvey noted the motion was made to amend the ordinance presented as a period of perpetuity and he has requested it be moved to thirty-five years.

Mr. Muhammad wanted to clarify if Ms. Woods had an amendment.

Mr. Creekbaum noted the recommendation was to take them each separately because they deal with two different matters.

Mr. Muhammad stated the Chairman heard the people and the Council needs to get this right. He said if voters and taxpayers are going to vote on this they are confused, and he is confused. He further stated he thinks the motion needs to be stated clearly and the Council is about to amend it again.

Mr. Creekbaum clarified that Mr. Harvey's motion is currently on the table and the City is in public comment period on Mr. Harvey's motion. He said when Mr. Harvey's motion either passes or fails then Ms. Woods will make her motion which will go through the same procedure. He said if there are no more proposed amendments the Council will read the proposed ordinance as it has been amended and the Council can choose to move for final adoption of that ordinance.

Ms. Woods wanted to know if her amendment doesn't get a second does it die.

Mr. Creekbaum noted that is correct.

Mr. McFarland stated this is a fact, not a threat, but he will master policy and procedures. He said all that is being said some is true and some of it is false, but it will be straightened out after July 1<sup>st</sup>. He said for the Council that is left that they should make sure to read Robert's Rule of Order because that's what the Council will be going by. He said secondly they are pleading with the Council, and they will have a failed tax on their hand. He said there will be a movement and others didn't believe him two years ago when he said there is going to be a movement. He said the public will defeat the tax and he said all the talk that has been done doesn't bother him. He said on July 1<sup>st</sup> he will be there to work for the betterment of the City, and he said if the Council move forward with the movement he will make sure this tax is defeated. He said the Council is trying to get the tax passed before the new Council so they can keep doing what they are doing. He said it is a new day and a new way, but they will have to prove it to the Council.

The Chairman called for the vote on the amended ordinance.

(Mrs. Ezernack aye, Mr. Harvey aye, Mrs. Dawson aye, and Ms. Woods nay.)

Ms. Woods stated she would like to amend the proposition to remove all language pertaining to the use of these funds for construction of public buildings.

Mr. Harvey seconded the motion.

Mr. Muhammad said the Council should get all the amendments for them to vote on the complete amendment. He wanted to know Ms. Woods's amendment.

Ms. Woods stated the part about public buildings and facilities. She said using that tax to build a new building.

Mr. Creekbaum stated that would apply to the revocation of existing buildings and he said by removing that language it would apply more than just the construction of new buildings.

Ms. Woods stated the community centers have a public tax that the City can work on those with correct.

Mr. Creekbaum said there are other funding sources.

Ms. Woods said if the City decided to build a five million dollar tennis club house she doesn't want those dollars to be used for things like that. She said that money doesn't need to be used for that it needs to be used for streets. She said right now Powell Street is blocked off because of a hole that is probably three feet deep.

Mr. Creekbaum stated uses of this tax is at the will of the Council and he is not offering an opinion one way or the other. He said he wanted to make clear this provision itself is broader than construction of new facilities. He said for example if there are existing facilities that are not covered by another tax these funds can be used for that purpose but with the removal of that it goes away.

Mr. Muhammad stated he don't understand the rush and he suggested the Council reword the item and bring it back. He said the Chairman will have to read the final ordinance as amended.

Mr. Creekbaum stated the Council will wait to see what the amendments are and there is one amendment that has passed. He said Ms. Woods amendment is on the table at this point and if the amendment pass or fail he will then read it to the Council Chair.

Mr. Muhammad said then the questions becomes what percentage will go to streets. He said the Council isn't talking about that and the tax is for the streets. He said there is twenty-five percent going to streets and he would like to see it increased. He said he don't see any work being done in South Monroe on streets, but he saw one on Parkview. He said came as a citizen to ask the Council to fix Plum Street underpass, but he guess it fell on deaf ears. He said he is going to have a conversation with the Mayor because he decided he didn't want to be here tonight.

Mr. Roosevelt Wright, 2406 Oak Street, stated he is in support of Ms. Woods amendment, and he said according to the rule of order all the amendments should have been voted on first. He said then the public would have a public hearing after the Council finish amending it. He said it makes more sense to let the administration get with the new Council and get everybody sold on it to have a better chance of passing it. He said it appears somebody is thinking the City needs to hurry before July 1st because once the Council Elect get in their going to wreck up everything. He said the SEDD has twenty-five year plan and a lot of it has to do with closes in ditches and fixing the streets and that is the pool of money they have to get it from. He said they don't need all those other things in there and he is in favor of Ms. Woods motion. He said the new Council may not want these things and he said wouldn't it be strange thing, if the first thing they did when they get in office was to repeal this, but he has a feeling.

Mr. Tony Little stated he has figured out what's the problem and he has tried his best to workout situations privately. He said he thinks this is a big misunderstanding and he found out more with one conversation with Mr. Shafto. He said he think he can bring more clarity and the City really don't know what they are arguing about. He said the City don't want to defeat a tax and stop the progress, but he now understands more. He said the core issue is there are two Councilmen coming on board that are not in loop and the Council is saying they need to move forward. He said he understands why the Council wants to move forward but the people don't understand. He said if they want to move forward then talk to the people that is not going to work.

Mr. West Shafto stated the tax is just a funding source that has been on the books since the 80s. He said the goal is to get the tax renewed this year and the City can't finance any projects with just five years left. He said the Council will determine what projects are funded and he said he knows the tax has a broad purpose but that is to give the City and the Council flexibility if needed. He said the tax itself does not determine what projects are funded and those decisions won't be made until after July 1<sup>st</sup>.

Mr. Harvey said within each five year Capital Plan the Council adopt each year with the budget. He said it is ultimately voted on by the Council and they talked about it last time they had this conversation.

Mr. Shafto stated these things are done when the City issues bonds and there are no five-year bonds. He said that is why the City is trying to get this renewed this year because they are pass the deadline for November or December. He said he thinks the goal was to get the tax renewed this year so the funding source would be in place. He said the Council can start repaving streets and adopt projects to do infrastructure projects.

Mr. Little wanted to know the application timeline.

Mr. William said the City has to do this now because there are very strict deadlines with the Secretary of State. He said all this happens in advance and the City can't really wait because they still have to get the Bond Commission approval and then make an application to the Secretary of State.

Mr. Little wanted to know if the City has a week at least that maybe the Council can table it or call a special meeting.

Mr. Muhammad stated the Council is saying it won't be forever but why even start it out like that. He thanked Mr. Harvey for bringing it back in line and he said can't support something forever.

Mr. McFarland thanked Mr. Harvey for saying it is a five year plan and he would like to see the plan for the Southside.

Mr. Harvey said it publicly available.

Mr. McFarland said he knows he will get a lot of things July 1<sup>st</sup> and he doesn't believe twenty-one days will send the City to hell. He said the Council is trying to fast track and it can be held off until the new Council come. He said all of what the Council did tonight was totally out of order.

Mrs. Dawson stated she has an issue with taking out the buildings because at times the City have to use these funds for certain repairs that may happen in the building. She said if the City don't have the money or tax available and the people are going to vote anyway, but they need to know the importance of why.

Mrs. Stacy Rowell, Director of Administration, stated for example it is a million dollar package for community centers to have the ac units upgraded.

Mrs. Dawson said any emergency can happen and the City won't have these funds available.

Mrs. Rowell stated it is a pleather of infrastructure issues and a lot has been put in neglect. He said the City is trying to keep up and still have those things that are still breaking down, needing repairs, or replaced. She said streets will always be an issue but without something to continue to move these projects the City is basically will stay where it's at five years from now.

Mrs. Dawson said it is important for the Council to renew this tax because the City needs to have the tax available for when projects like this occur.

Mrs. Rowell stated the City would be able to start bonding out new funds and it would give the new Council the opportunity to identify projects.

Ms. Woods wanted to know if the part about the buildings and facilities is new language in the ordinance.

Mr. Creekbaum said that was the language included in the 2004 rededication, is not new language.

Ms. Woods said that was not her understanding.

Mr. Creekbaum stated the original language from 2004 rededication contained all seven items and he said he said the original purpose of the tax in 1994 has been explained. He said in 2004 there was an extension and rededication that dedicated some of the funds to repaying the sewer debt and then it added the seven items. He said the City has not added any new proposed areas of use. He said the City removed the sewer dedication to repaying those debts because that no longer exists.

Ms. Woods to clarification if that was because the decent decree went away.

Mr. Creekbaum said all of that is gone away and the proposed ordinance kept the seven areas that were identified in 2004 and extended it for twenty-five years. He said Ms. Woods proposed removal of public buildings and facilities would be subtracting what has already been in effect since 2004.

Ms. Woods stated yes, it would be subtracting, but she is hopeful it will start adding back to the street projects. She said the City has a major infrastructure problem. She said she understands the part about the air conditions because right now the air is out at Marbles. She said the City also have money in place to address the centers.

Mrs. Rowell stated the millage doesn't even cover the operations for the recreation department.

Ms. Woods stated the fact that right now the City need streets and she wanted to know what happens if it fails on December 7<sup>th</sup>. She said gives her great concern on the tax passing.

Mr. Creekbaum stated the will of the Council at point will be to try a repackage a different tax. He stated he thinks other municipalities and jurisdiction have run into that area.

Mr. McFarland stated the Council shouldn't be deliberating until the Chairman closes out public comment. He said they are going back and forth because that is how the Chairman has allowed the City to conduct themselves tonight. He said this tax and the money of the City and make sure the record is straight and clear that the Council and the new Council will be funding the projects. He said there may be projects funded that may be defunded. He said he has watched on several meetings and time the Mayor wants something the Council find the money. Mr. Muhammad said he thinks there needs to be another amendment to dedicate more than twenty-five percent to the streets.

Mr. Harvey wanted to know if it is statutory.

Mr. Creekbaum noted the history has been said a few times and it has been twenty two years since this was a street only tax.

Mr. Muhammad wanted to know who decided seventy-five percent would go to something else.

Mr. Harvey stated the twenty-five percent was not statutory and that's something the Council ultimately votes on. He said every year when the Council adopts a budget they also adopt a forward looking Capital list.

Mr. Creekbaum noted the Capital Infrastructure Commission is an advisory commission that is charged largely with directing projects and overseeing these funds. He said the ordinance creating the Capital Infrastructure Commission established that twenty-five percent of the proceeds of this tax would go to streets and the Council set by ordinance the twenty-five percent of funds would go toward streets repairs.

Mr. Harvey said the other seventy-five percent that's in that group of projects a lot of the projects are big, and the City know about them.

Mr. Muhammad noted the Council took the tax and it is not doing half of what it supposed to do.

Mr. Harvey said he disagrees, and he said when it was voted again it was decided the uses at that stage.

Mr. Muhammad said he is concerned about the streets and that is what he want to see done.

Mr. Harvey agreed with Mr. Muhammad, and he said his input should be a reflection of the Capital Plan engineering brings to the Council.

Mr. Muhammad said he thinks the City can get through it. He wanted to know if the Council is changing the language is it consider a new tax.

Mr. Harvey stated he is not a lawyer.

Mr. Creekbaum said the proposed uses dictate whether or not it's a renewal or rededication. He said the reason this is nominated as a rededication is because the City is removing the repayment of the sewer. He said pulling back on the new proposal will not make it a new tax.

The Chairman announced a three minute recess at 9:56 p.m.

The Chairman call the meeting back to order at 10:02 p.m.

Mr. Wright said in response to the statements that have been considering the urgency of now; his question is what happens if the Council don't deal with this tonight but deal with it in the month of July. He said all the arguments tonight have all been over one thing that it appears the Council is trying to pass things before the new Council comes knowing they will reverse it. He said it looks like a break down the transition between this administration and the incoming administration. He said they have to be on one accord to pass any kind of tax. He said West Monroe, LA just voted down a tax and if one Council talks against this all people need an excuse not to vote for a tax. He said all the streets are going bad and this needs to be killed to let the new Council rework it and they can come in to fix just the streets. He said the Mayor will not be able to dodge all Council meetings and sooner than later he will have to deal with individuals.

(The Chairman called for the vote: Ms. Woods aye, Mr. Harvey nay, Mrs. Ezernack nay, & Mrs. Dawson nay)

Mr. Harvey stated he voted to consider the amendment but the project the City just did they wouldn't have had the funding if they didn't have this. He said it is not an expansion of scope.

The Chairman read the amended ordinance for final adoption.

Ms. Woods stated for the record that her concern is why the rush to pass this tax. She said her further concern is what happens when this tax fails December 7<sup>th</sup> and with that being said she voted nay.

(Mrs. Dawson leaves the Council Meeting 10:09 p.m.)

Citizen's Participation:

(1.) Mr. Lester G. Paster, South Pointe Drive Apt. 301, stated he wanted to discuss his Civil Rights Violation and he was locked up Wednesday for putting signs on City property. He said that no politician has been arrested for putting their signs on the property, but the city has embarrassed not only the State of Louisiana, but the United States. He further stated he is asking his Councilwoman Kema Dawson that he get equal protection of the law. He said Code Enforcement moved his signs and he caught them. He said when he got out of jail he went to the City to see if they had his sign, Code Enforcement, and parish that said they didn't have them. He said he went Monday told them somebody saw them take the signs and they told him to park in the back to get the signs. He said that he has the right let the world know that Monroe, Louisiana does not follow the Rules of Law.

(2) Mr. Rodney McFarland, 1017 Ouachita Avenue, stated to the that it is not right for her to tell the constituents don't talk as if they are children. He said that Council meetings will be Council meeting on July 1st, and it seems Council meetings are the Mayor Meetings with him being absent. He said Mr. Creekbaum is the Attorney, not the parliamentarian and the Council should read and understand everything that was going to happen tonight. He said that he did his homework and some of you did not, which is shameful. He said that if it takes all day or night, you're getting paid for this job, don't ever tell somebody that comes to the podium to make it quick, you're getting paid.

(3.) Ms. Brenda Joyce Williams, 502 Carlton Avenue, said a was taken several weeks ago for the ribbon cutting of the new OMCAP, now on Royal Avenue. She said several of these folks are the ones that complained about the services being needed on the southside, an anti-poverty agency, servicing 95% black people, seeking among other things to revitalize community, in yet move out of one of those communities. She said don't tell her about it being on the bus route and it still being in District 3. She said there were people standing in line in the cold before City buses begin the day and add insult to injury, if this had happened during Kema Dawson's time as the Director, some of these same folks in this picture would be telling everyone along with the Free Press, that

she was catering to Northside Republicans and Friday Ellis, the hypocrisy of it all. Although they have rebranded the website, she never saw any visible sign up to let folks know that they had moved, because many people still didn't get the message. As a reminder to people who need to pay attention to these same folks that want to talk about black unity, unity in the community when you wanted our votes, but really, they only power and prestige and to be located on the Northside. Remember to wake up and watch out when you are being hoodwinked by the very same people that look like you and act like they care, and they really don't.

(4.) Mr. Tyrone Dickens, K-9, 3004 Dick Taylor Street, He said that he spoke with Ms. Woods about him trying to bring an event to Chennault Park. He said he was told that he needed to get his idea placed on the Council agenda, but he has no idea as to what he needed to do to get that done. He stated is trying to get on the next agenda to have enough time to promote the event.

Mr. Brandon Creekbaum, City Attorney, said that he would get with Ms. Woods to see what all was discussed.

Ms. Woods said that she will get it with Mr. Creekbaum and get it on the agenda.

(6.) Pastor Chipps Taylor said that he stands to offer some love and he announced the Juneteenth Prayer Breakfast Friday, June 14, 2024, at the Greater New Antioch Baptist Church, 301 Sherrouse Avenue, at 9:00AM. He said this breakfast will honor those who have made a difference in this community. He said that Juneteenth is the celebration of freedom. He said that we need to be able to love each other and understand to agree to disagree.

The being no further business to come before the council, the meeting was adjourned at 10:22 p.m., upon motion of Mr. Harvey and it was seconded by Ms. Woods.

Mrs. Gretchen Ezernack  
Chairman

Ms. Carolus S. Riley  
Council Clerk


Ms. Ileana Murray  
Staff Secretary

Mrs. Rachel Washington  
Council Coordinator

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



**MEMO**

**DATE:** June 18, 2024  
**TO:** CAROLUS RILEY  
**FROM:** LEAH ARNOLD   
**RE:** CONDEMNATION FOR CITY COUNCIL ON JUNE 25, 2024

Please place the following condemnation on the agenda for the City Council on June 25, 2024.

1. 4011 Lee Ct. (D4) – Owner – Winford C. Brown IRA c/o Equity Trust Company, Custodian

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 CONFIRMING THE APPOINTMENT OF \_\_\_\_\_ TO THE BOARD OF COMMISSIONERS FOR THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, La. R.S. 33:2740.51 requires the the Monroe City Council to appoint one member to the Board of Commissioners of the Southside Economic Development District, for a three-year term, from a list provided by the Monroe Chamber of Commerce;

**WHEREAS**, the term of the prior appointment from the Monroe Chamber of Commerce’s list to the Board of Commissioners has expired; and

**WHEREAS**, in accordance with La. R.S. 33:2740.51, the Monroe Chamber of Commerce has submitted a list of potential appointees to serve on the Board of Commissioners; and

**WHEREAS**, the Monroe City Council desires to appoint \_\_\_\_\_ to serve as a member of the Board of Commissioners of the Southside Economic Development District.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that \_\_\_\_\_, be, and is hereby, appointed as a member of the Board of Commissioners of the Southside Economic Development District for a three-year term, beginning July 1, 2024, and ending June 30, 2027.

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**



**Monroe Chamber of Commerce**  
**List of Nominees**

1. Lamon Woods
2. Corbin Legg
3. Mike Abrams
4. Chris Lewis

**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 APPOINTMENT OF ETHAN HUNT TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, City of Monroe Code Section 26-27 authorizes the Mayor, with the advice and approval of the City Council, to appoint the members of the Monroe Planning Commission;

**WHEREAS**, there is currently a vacancy on the Monroe Planning Commission, and the Mayor desires to appoint Ethan Hunt, who resides within the city limits of the City of Monroe, to fill the vacancy;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Ethan Hunt, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term, beginning June 26, 2024, and ending June 25, 2029.

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 THE APPOINTMENT OF DUSTIN JAMES TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, City of Monroe Code Section 26-27 authorizes the Mayor, with the advice and approval of the City Council, to appoint the members of the Monroe Planning Commission;

**WHEREAS**, there is currently a vacancy on the Monroe Planning Commission, and the Mayor desires to appoint Dustin James, who resides within the city limits of the City of Monroe, to fill the vacancy;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Dustin James, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term, beginning June 26, 2024, and ending June 25, 2029.

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 THE APPOINTMENT OF MARTIN LITWIN TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, City of Monroe Code Section 26-27 authorizes the Mayor, with the advice and approval of the City Council, to appoint the members of the Monroe Planning Commission;

**WHEREAS**, there is currently a vacancy on the Monroe Planning Commission, and the Mayor desires to appoint Martin Litwin, who resides within the city limits of the City of Monroe, to fill the vacancy;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Martin Litwin, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term, beginning June 26, 2024, and ending June 25, 2029.

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 CONFIRMING THE RE-APPOINTMENT OF LEE DENNY TO THE BOARD OF COMMISSIONERS FOR THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, La. R.S. 33:2740.49 authorizes the Mayor to appoint two members to the Board of Commissioners of the Downtown Economic Development District for a three-year term;

**WHEREAS**, the Mayor previously appointed Lee Denny to the Board of Commissioners; and

**WHEREAS**, the Mayor desires to re-appoint Lee Denny, a qualified elector of Ouachita Parish, to the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on June 26, 2024, and ending on June 25, 2027.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Lee Denny, be, and is hereby, re-appointed as a member of the Board of Commissioners of the Downtown Economic Development District for a three-year term, beginning June 26, 2024, and ending June 25, 2027.

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 CONFIRMING THE RE-APPOINTMENT OF SIMRAN DHALIWAL TO THE BOARD OF COMMISSIONERS FOR THE DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, La. R.S. 33:2740.49 authorizes the Mayor to appoint two members to the Board of Commissioners of the Downtown Economic Development District for a three-year term;

**WHEREAS**, the Mayor previously appointed Simran Dhaliwal to the Board of Commissioners; and

**WHEREAS**, the Mayor desires to re-appoint Simran Dhaliwal, a qualified elector of Ouachita Parish, to the Board of Commissioners of the Downtown Economic Development District for a three-year term beginning on June 26, 2024, and ending on June 25, 2027.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Simran Dhaliwal, be, and is hereby, re-appointed as a member of the Board of Commissioners of the Downtown Economic Development District for a three-year term, beginning June 26, 2024, and ending June 25, 2027.

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 THE APPOINTMENT OF LISA HOLYFIELD TO THE MONROE PLANNING COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, City of Monroe Code Section 26-27 authorizes the Mayor, with the advice and approval of the City Council, to appoint the members of the Monroe Planning Commission;

**WHEREAS**, there is currently a vacancy on the Monroe Planning Commission, and the Mayor desires to appoint Lisa Holyfield, who resides within the city limits of the City of Monroe, to fill the vacancy;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Lisa Holyfield, be, and is hereby, appointed as a member of the Monroe Planning Commission for a five-year term, beginning June 26, 2024, and ending June 25, 2029.

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 CONFIRMING THE APPOINTMENT OF THELMA J. STEVENSON TO THE BOARD OF COMMISSIONERS FOR THE SOUTHSIDE ECONOMIC DEVELOPMENT DISTRICT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, La. R.S. 33:2740.51 authorizes the Mayor to appoint one member to the Board of Commissioners of the Southside Economic Development District for a three-year term;

**WHEREAS**, there is a vacancy on the Board of Commissioners due to the expiration of the term of the Mayor’s previous appointee; and

**WHEREAS**, the Mayor desires to appoint Thelma J. Stevenson, a qualified elector of Ouachita Parish, to the Board of Commissioners for the Board of Commissioners of the Southside Economic Development District for a three-year term beginning on June 26, 2024, and ending on June 25, 2027.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Thelma J. Stevenson, be, and is hereby, appointed as a member of the Board of Commissioners of the Southside Economic Development District for a three-year term, beginning June 26, 2024, and ending June 25, 2027.

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**

NO. \_\_\_\_\_

**STATE OF LOUISIANA  
CITY OF MONROE**

The following Resolution was introduced by \_\_\_\_\_, who moved for its adoption, and was seconded by \_\_\_\_\_.

**RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE CITY OF MONROE (DOWNTOWN INDEPENDENCE DAY CELEBRATION) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

WHEREAS, the City of Monroe applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a special event, "A Downtown Independence Day Celebration", in the downtown area from DeSiard Street to Louisville Avenue and South Grand to 6th Street including the River Market Friday, July 5, 2024 from 8am until after the fireworks around 9pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City of Monroe, be and is hereby granted a permit for a special event, "A Downtown Independence Day Celebration", in the downtown area from DeSiard Street to Louisville Avenue and South Grand to 6th Street including the River Market Friday, July 5, 2024 from 8am until after the fireworks around 9pm. There will be security and this Resolution shall act as an exception only to the Open Container Ordinance for said event pursuant to Monroe City Code Sec. 12-231 D.

Resolution having been submitted in writing was 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.

\_\_\_\_\_  
COUNCIL CHAIRMAN

\_\_\_\_\_  
CITY CLERK



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FROM THE OFFICE OF  
MAYOR FRIDAY ELLIS

INTEROFFICE MEMORANDUM

**To: Carolus Riley, Council Clerk**

**From: Mayor Friday Ellis**

**RE: Downtown July 5, 2024 Independence Day Celebration**

**Date: June 18, 2024**

**On Friday, July 5, 2023, the City of Monroe will be hosting a Downtown Independence Day celebration with a variety of events beginning at 5:00pm and extending until the firework show concludes around 9:30pm.**

**The mayor's office is requesting open containers within the region extending from DeSiard Street (specifically from Endom Bridge to 705 DeSiard Street) to Louisville Avenue, and South Grand to 6th Street, which will include the RiverMarket.**

**The day's festivities will tentatively begin with an open-air market in Art Alley at 5:00 pm, July 5th, hosted by The Good Daze, and is expected to conclude around 9:00pm. From there, the annual Firecracker 5k hosted by Fit Time 365 will begin at 6:00pm. The City of Monroe will set up their annual pre-fireworks event at the same time at the RiverMarket including music and food trucks until 9:30pm. There will also be events held at many other downtown businesses along DeSiard Street including a Pub Crawl by La Bella and Sidelines, as well as live music hosted at several Downtown restaurants and bars. Many of the downtown restaurant spaces will remain open until and/or during the fireworks.**

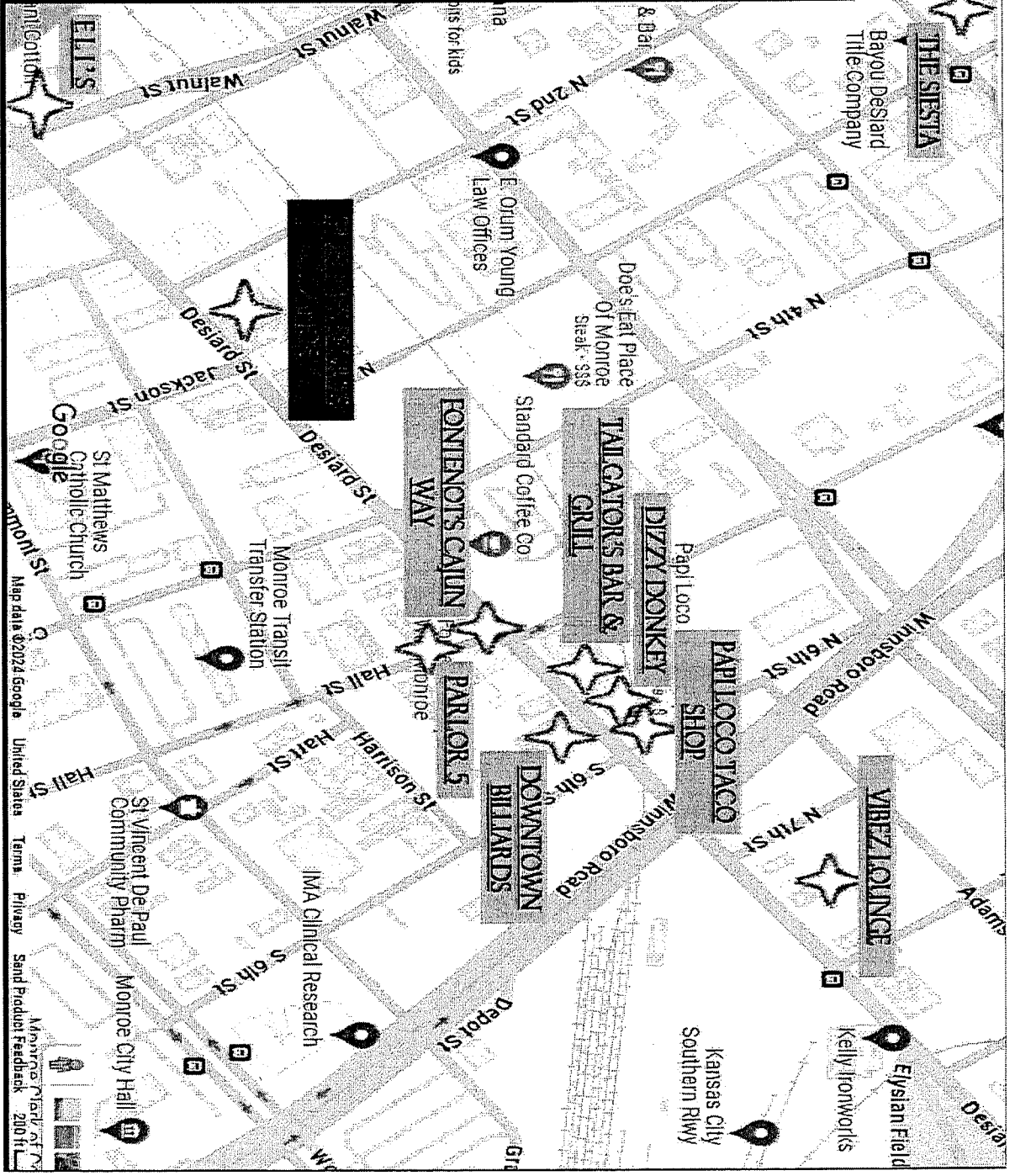
**Regards,**

**Friday Ellis  
Mayor**

**\*PUB CRAWL ROUTE\***

- 1- THE SIESTA
- 2- THE SIESTA
- 3- FLYING TIGER BREWERY
- 4- VIBEZ LOUNGE
- 5- FONTENOT'S CANYON WAY
- 6- PARLOR 5
- 7- VIBEZ LOUNGE
- 8- VIBEZ LOUNGE

MAKE YOUR WAY BACK AND  
SIDEWALKS FOR PAPER ARTS  
DRAWINGS & THE FIREWORK  
SHOW







---

FROM THE OFFICE OF  
MAYOR FRIDAY ELLIS

June 18, 2024

To Whom It May Concern:

*It is my understanding that City of Monroe will be hosting Independence Day Festivities on July 5, 2024. The event will tentatively begin with an open-air market in Art Alley at 5:00p.m. and is expected to conclude on/around 9:00p.m. From there, the annual Firecracker 5k will begin at 6:00p.m. and the city will set up their annual pre-fireworks event at the same time at River Market including music and food trucks until 9:30p.m. The Mayor's office is requesting an open container exception on July 5, 2024, within the region extending from DeSiard Street (specifically from Endom Bridge to 705 DeSiard Street) to Louisville Avenue, and South Grand to 6th Street, which will include the RiverMarket.*

*The City of Monroe has applied for the required special event permit issued by the state. Mayor Ellis has no objection to said activities.*

Sincerely,

Friday Ellis  
Mayor

RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

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

**RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE SOUTHERN VINE (TRIANGLE PARK BLOCK PARTY) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

WHEREAS, The Southern Vine applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Triangle Park Community Block Party", scheduled for Wednesday, July 3, 2024 at Triangle Park and they are requesting road closure beginning at Beloit St. @ Pargoud Blvd to Avalon St. @ Pargoud during this event. The exception is from 4:30pm until 8:00pm, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that The Southern Vine be and is hereby granted a permit for a special event, "Triangle Park Community Block Party", scheduled for Wednesday, July 3, 2024 at Triangle Park and they are requesting road closure at Beloit St. @ Pargoud to Avalon St. @ Pargoud during this event. The exception is from 4:30pm until 8:00pm. There will be off duty officers for security at this event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CITY CLERK



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2024

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

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

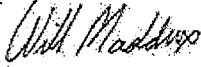
<b>PRODUCER</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	<b>CONTACT NAME:</b> Will Maddux <b>PHONE (A/C, No, Ext):</b> (530) 477-6521 <b>E-MAIL ADDRESS:</b> info@theeventhelper.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Troy Lizenby 2004 Pargoud Blvd Monroe LA 71201	<b>INSURER A:</b> Lloyds Syndicate 2623	<b>NAIC #</b> AA-1128623
	<b>INSURER B:</b> Lloyds Syndicate 623	<b>NAIC #</b> AA-1128623
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	EH-771324-L3282624	07/03/2024 12:01 AM	07/04/2024 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 300, Event Type: Block Parties/Street . Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

<b>CERTIFICATE HOLDER</b>  Triangle/Stuart Park City of Monroe - Parks and Recreation 1900 Pargoud Blvd Monroe LA 71201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

<p>Name of Additional Insured Person(s) or Organization(s):</p> <p>Triangle/Stuart Park  City of Monroe - Parks and Recreation  1900 Pargoud Blvd  Monroe, LA 71201</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
---

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## Carolus Riley

---

**From:** Kwasic Heckard  
**Sent:** Thursday, June 20, 2024 9:45 AM  
**To:** Carolus Riley  
**Subject:** Fw: Triangle Park Block Party

This is what he sent me last night. The previous email I sent you he sent this morning with the certificate of insurance.



CITY OF MONROE



**POLICE DEPARTMENT**

*Cpl. Kwasic Heckard      Public-Media Relations*  
*Office: (318) 812-0386      Cell: (318) 237-7217*

---

**From:** Troy Lizenby <knowbeer@icloud.com>  
**Sent:** Wednesday, June 19, 2024 6:06 PM  
**To:** Kwasic Heckard <Kwasic.Heckard@ci.Monroe.La.US>  
**Subject:** Triangle Park Block Party

Afternoon,

We will be doing the block party again this year July 3rd, 4:30-8. We will need three officers again this year. I should have our insurance policy tomorrow, we've already rented the park for July 3rd as well. Once we have the insurance I will send in the paperwork with insurance attached.

Thanks,  
TroyBart  
Sent from my iPhone

# RESOLUTION

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

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

A RESOLUTION ACCEPTING AND APPROVING THE SYSTEMS SURVEY AND COMPLIANCE QUESTIONNAIRE FOR THE CITY OF MONROE FOR THE FISCAL YEAR ENDING APRIL 30, 2024.

---

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

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

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

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

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Systems Survey and Compliance Questionnaire for the fiscal year ended April 30, 2024, be and is hereby accepted and approved.

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

AYES:

NAYS:

ABSENT:

This Resolution was declared ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CITY CLERK

**City of Monroe**

**LOUISIANA COMPLIANCE QUESTIONNAIRE  
(For Audit Engagements of Government Agencies)**

\_\_\_\_\_ (Date Transmitted)

Allen, Green & Williamson, LLP

2441 Tower Drive

Monroe, LA 71201

In connection with your audit of our financial statements as of the City of Monroe and for the year ended April 30, 2024 for the (period of audit) for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with accounting principles generally accepted in the United States of America, to assess our internal control structure as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of June 25, 2024.

**PART I. AGENCY PROFILE**

1. Name and address of the organization.

City of Monroe  
PO Box 123  
Monroe, LA 71210-0123

2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.

46,220 Source: Population Trending Analysis Estimate, US Census Bureau

3. List names, addresses, and telephone numbers of entity officials. Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.

(See attached)

4. Period of time covered by this questionnaire.

May 1, 2023 – April 30, 2024

5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.

Article VI, Section 5 of the Louisiana Constitution of 1974

6. Briefly describe the public services provided.

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

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

Mayor	July 1, 2024
Council Members	July 1, 2024

### LEGAL COMPLIANCE

#### **PART II. PUBLIC BID LAW**

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

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

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

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

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

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

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

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

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

#### **PART IV. LAWS AFFECTING BUDGETING**

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

##### A. Local Budget Act

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

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

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

4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also

been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).

5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.

6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).

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

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

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

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

#### B. State Budget Requirements

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

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

#### C. Licensing Boards

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

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

### **PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS**

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

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

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

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

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

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

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

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

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

#### **PART VI. MEETINGS**

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

Yes  No  N/A

#### **PART VII. ASSET MANAGEMENT LAWS**

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

Yes  No  N/A

#### **PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS**

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

Yes  No  N/A

#### **PART IX. DEBT RESTRICTION LAWS**

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

#### **PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS**

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

**PART XI. ISSUERS OF MUNICIPAL SECURITIES**

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

Yes  No  N/A

**PART XII. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITS**

**Tax Collectors**

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

Yes  No  N/A

**Municipalities**

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

**Airports**

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No  N/A

**Sewerage Districts**

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

Yes  No  N/A

**Waterworks Districts**

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

Yes  No  N/A

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

We have provided you with any communications from regulatory agencies or other sources concerning any possible noncompliance with the foregoing laws and regulations, including any communications received between the end of the period under examination and the issuance of this report. We acknowledge our responsibility to disclose to you and the Legislative Auditor any known noncompliance that may occur subsequent to the issuance of your report.

\_\_\_\_\_ Date  
Director of Administration

\_\_\_\_\_ Date  
Council Chair



**Council Members 2020-2024**  
Public Use

**Douglas “Doug” Harvey,                      District #1**  
3003 River Oaks Dr.  
Monroe, La 71201  
Cell: 318-243-3499  
Fax: 318-329-3416  
Email address: [douglas.harvey@ci.monroe.la.us](mailto:douglas.harvey@ci.monroe.la.us)

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

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

**Carday Marshall, Sr.                      District #4**  
1601 St. John Dr.  
Monroe, La 71202  
Off: 318-329-2261  
Fax: 318-329-3416  
Email Address: [carday.marshall@ci.monroe.la.us](mailto:carday.marshall@ci.monroe.la.us)

**Mrs. Kema Dawson,                      District #5**  
507 Jason Drive  
Monroe, La 71202  
Off: 318-329-2261  
Fax: 318-329-3416  
Email address: [kema.dawson@ci.monroe.la.us](mailto:kema.dawson@ci.monroe.la.us)

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

**Jimmie Bryant, Chief Executive Officer**  
**3606 Vondell Circle**  
**Monroe, LA 71201**  
**Office: 318-329-4114**  
**Email address: [jimmie.bryant@ci.monroe.la.us](mailto:jimmie.bryant@ci.monroe.la.us)**

**Stacey Rowell, Director of Administration**  
**P.O. Box 611**  
**Doyline, LA 71023**  
**Office: 318-329-4925**  
**Email address: [stacey.rowell@ci.monroe.la.us](mailto:stacey.rowell@ci.monroe.la.us)**

**Brandon Creekbaum, City Attorney**  
**801 Rochelle Ave**  
**Monroe, LA 71201**  
**Office: 318-329-2669**  
**Email address: [brandon.creekbaum@ci.monroe.la.us](mailto:brandon.creekbaum@ci.monroe.la.us)**

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

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



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

**MEMO**

**To:** *Carolus Riley*  
*City Council*

**From:** *Tim Lewis*  
*Director of Tax & Revenue*

**Re:** *New Alcohol (For June 24, 2024, Meeting)*

**Date:** *June 18, 2024*

---

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

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

---

***New Alcohol License***

**CLASS A NEW (1)**

- Himalayan Cafe**  
**3600 Desiard Street Ste C**  
**Monroe, LA 71201**

***Owner: Himalayan Spice LLC***

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

**RESOLUTION**

**STATE OF LOUISIANA**

**NO.** \_\_\_\_\_

**CITY OF MONROE**

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

**A RESOLUTION APPROVING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE GENERAL CLAIRE L. CHENNAULT FOUNDATION, INC. AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

**WHEREAS**, the City desires to promote economic development, enhance quality of life, increase tourism, and benefit the cultural development of the City;

**WHEREAS**, the General Claire L. Chennault Foundation, Inc. desires to host a Hot Air Balloon Festival (the “Festival”) in the City, which will provide entertainment for the citizens of Monroe and is estimated to bring thousands of visitors to the City of Monroe who will patronize local businesses, hotels, restaurants, and other services in the City;

**WHEREAS**, the Hot Air Balloon Festival will also include economic opportunities for local business, include local artist and local musicians, and provide for the cultural development of the community;

**WHEREAS**, the City of Monroe owns a certain parcel of land suitable for hosting the festival and desires to participate in the Hot Air Balloon Festival by providing use of that land; and

**WHEREAS**, a copy of the Cooperative Endeavor Agreement between the City of Monroe and General Claire L. Chennault Foundation, Inc. is attached hereto and made part hereof.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with the General Claire L. Chennault Foundation, Inc.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**COOPERATIVE ENDEAVOR AGREEMENT  
BETWEEN  
THE CITY OF MONROE  
AND  
GENERAL CLAIRE L. CHENNAULT FOUNDATION, INC.**

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of the \_\_\_\_ day of June, 2024, by and between the City of Monroe (the "City"), a municipality existing under the laws of the State of Louisiana, and the General Claire L. Chennault Foundation, Inc. (the "Foundation"), a Louisiana non-profit corporation exempt from taxation under 26 U.S.C. § 501(C)(3).

**WITNESETH**

**WHEREAS**, the City desires to promote economic development, enhance quality of life, increase tourism, and benefit the cultural development of the City;

**WHEREAS**, the Foundation desires to host a Hot Air Balloon Festival (the "Festival") in the City, which will provide entertainment for the citizens of Monroe and is estimated to bring thousands of visitors to the City of Monroe who will patronize local businesses, hotels, restaurants, and other services in the City;

**WHEREAS**, the Hot Air Balloon Festival will also include economic opportunities for local business, include local artist and local musicians, and provide for the cultural development of the community; and

**WHEREAS**, the City of Monroe owns a certain parcel of land suitable for hosting the festival and desires to participate in the Hot Air Balloon Festival by providing use of that land.

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

**I. Foundation Obligations**

Foundation shall:

1. Hold the Festival in the City of Monroe at the designated site on October 25, 26, and 27, 2024;
2. Be responsible for all costs associated with organizing and conducting the Festival, including, but not limited to, setup, security, parking, operational costs, sanitation, and cleanup, provided, however, that the City may require Foundation to coordinate the provision of such services with the City;
3. Obtain all necessary permits, approvals, waivers, and clearances required for the Festival from all relevant governmental authorities, including the City of Monroe and the Federal Aviation Administration;
4. Advertise, market, and promote the Festival, including advertising locally and regionally using traditional and social media, to increase attendance and attract local and regional visitors; and
5. Ensure that the Festival is conducted in a safe and secure manner.

**II. City Obligations**

The City's sole obligation is to make available, provide, and offer to the Foundation the use of the property in attached Exhibit A from October 21, 2024 to October 28, 2024 for the Festival. The property is made available on an as-is basis, without any warranty, express or implied, as to its fitness for use for the Foundation's intended purpose.

**III. Indemnity**

Foundation is solely responsible for any legal liability arising out of or relating to this Agreement, hosting, conducting, and operating the Festival, and the performance of any of its obligations hereunder. Foundation 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, Foundation, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Foundation's operations, or anything done or omitted by Foundation 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. Foundation agrees to defend and to indemnify the City, including its insurers, employees, officials, and agents, and to hold the same harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the City, arising out of or related to this Agreement, hosting, conducting, and operating the Festival, and the performance or breach of any of Foundation's obligations under this Agreement. Foundation's agreement to defend and indemnify this City is contractual in nature and should be construed broadly and to the fullest extent permitted by law.

**IV. Insurance**

Foundation shall be required to maintain, at its sole cost and expense: Worker's Compensation Liability in accordance with Louisiana statutory requirements; Commercial General Liability Insurance or Event Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability; and Umbrella Liability or Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The City shall be named as an additional insured on all policies of insurance.

**V. Term**

The term of this Cooperative Endeavor Agreement shall be from the date of execution of this Agreement, until October 28, 2024.

**VI. Cancellation of Agreement**

In the event the Festival fails to undertake its commitments under this Agreement, this Agreement shall be cancelled.

**VII. Auditor's Clause**

The parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this contract.

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

**City of Monroe**

\_\_\_\_\_  
Stacey Rowell, Director of Administration

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

**Hot Air Balloon Festival**

\_\_\_\_\_  
Hollie Boudreaux, Director

**RESOLUTION**

**STATE OF LOUISIANA**

NO. \_\_\_\_\_

**CITY OF MONROE**

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

**A RESOLUTION AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH NORTHEAST LOUISIANA ECONOMIC ALLIANCE AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

**WHEREAS**, the City of Monroe has the power and authority to pursue economic development within its boundaries, including entering into agreements with nonprofit corporations for these purposes;

**WHEREAS**, NELEA is a Louisiana nonprofit corporation formed for the purposes of supporting and developing economic development in and around Northeast Louisiana, including fostering growth and commercial development that contributes to the economy of the region and state;

**WHEREAS**, the City desires to promote and enhance economic development within the City and throughout Northeast Louisiana and has determined that a cooperative endeavor with NELEA will spur economic development that directly benefits the City;

**WHEREAS**, in exchange for the City’s participation in and contributions to NELEA, NELEA agrees to undertake significant efforts to promote, enhance, facilitate, and increase economic development within the City and region that meets or exceeds the value of the contributions provided by the City to NELEA; and

**WHEREAS**, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Northeast Louisiana Economic Alliance is attached hereto and made part hereof.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with Northeast Louisiana Economic Alliance.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**COOPERATIVE ENDEAVOR AGREEMENT  
NORTHEAST LOUISIANA ECONOMIC ALLIANCE**

This Cooperative Endeavor Agreement (“CEA”) is made, entered into and effective as of June \_\_\_\_, 2024 (“Effective Date”), by and between the City of Monroe (“City”), a Louisiana political subdivision existing under Home Rule Charter, and Northeast Louisiana Economic Alliance (“NELEA”), a Louisiana nonprofit corporation.

**RECITALS**

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

**WHEREAS**, the City of Monroe has the power and authority to pursue economic development within its boundaries, including entering into agreements with nonprofit corporations for these purposes;

**WHEREAS**, NELEA is a Louisiana nonprofit corporation formed for the purposes of supporting and developing economic development in and around Northeast Louisiana, including fostering growth and commercial development that contributes to the economy of the region and state;

**WHEREAS**, the City desires to promote and enhance economic development within the City and throughout Northeast Louisiana and has determined that a cooperative endeavor with NELEA will spur beneficial economic development that directly benefits the City; and

**WHEREAS**, in exchange for the City’s participation in and contributions to NELEA, NELEA agrees to undertake significant efforts to promote, enhance, facilitate, and increase economic development within the City and region that meets or exceeds the value of the contributions provided by the City to NELEA.

**AGREEMENT**

**NOW THEREFORE**, in exchange for the mutual obligations and consideration set forth below, the City and NELEA agree as follows:

**I. Term**

This CEA shall commence on the Effective Date and terminate on the date that is three (3) years from the date of the Effective Date.

**II. NELEA’s Obligations**

1. **Board.** Make available and maintain at least one (1) seat on NELEA’s Board of Directors and Executive Committee for the Mayor of the City of Monroe.

2. **Promote Economic Development.** Promote and market the City of Monroe, Ouachita Parish, and Northeast Louisiana to encourage job creation, job retention, and capital investment, including:

- a. Working with existing employers within the region to identify areas for possible expansion, job creation, and enhancements, including identifying opportunities for such activities;
- b. Identifying, selecting, and targeting potential new business and employers for possible entrance into the region to increase economic development and activity;
- c. Collaborating with local, regional, state, and federal entities to develop and prepare economic incentive packages that will entice businesses and employers to invest in, relocate to, or create economic activity within the region; and



- d. Enhancing workforce development within the region.

3. **Direct Support and Assistance.** Provide direct support, advice, and assistance to the City on economic development, including:

- a. Targeting new and existing prospects for economic development with the City;
- b. Marketing and promoting certified economic development sites with the City and adjacent areas;
- c. Generating leads for economic development opportunities within the City;
- d. Cooperating with the City of Monroe and its local partners to strategically engage the City's existing employer base to ensure a quality business environment and to identify growth and investment opportunities;
- e. Holding meetings with businesses and employers within the City to promote economic development, including up to ten (10) businesses or employers specifically designated by the City;
- f. Providing support and advice on City of Monroe's existing economic initiatives;
- g. Providing access to research and communications expertise along with business development (prospect) capabilities;
- h. Developing incentive packages to entice new business and employers to the City; and
- i. Provide advice and support to develop development within the City and Ouachita Parish;

4. **Communications and Updates.** Reasonably keep the City apprised of NELEA's economic development activities, including:

- a. Holding monthly meetings with the Mayor and City's Chief Cultural and Economic Development Officer to provide updates on potential economic development opportunities, ongoing projects, and NELEA's marketing efforts;
- b. Promptly notifying the Mayor and City's Chief Cultural and Economic Development Officer of interested economic development prospects;
- c. Providing quarterly updates to the Mayor and Monroe City Council, which may be conducted at a public meeting; and
- d. Ensuring that the Mayor, City Council members, the City's Chief Economic, Cultural Development Officer, and all appropriate professional staff are included in ongoing NELEA's communications, activities, and events.

### III. City's Obligations

1. **Contribution.** Provide the annual sum of One Hundred Thousand and XX/100 (\$100,000.00) Dollars to support NELEA's operations and efforts. The annual sum shall be payable no later than thirty (30) days after the Effective Date of this CEA, and shall be payable annually thereafter no later than thirty (30) days after the anniversary of the Effective Date.

2. **Communication and Assistance.** Reasonably provide information to NELEA, including its Executive Director, necessary to assist NELEA in identifying, developing, and

securing economic development within the City and region.

**IV. Accounting and Auditor’s Clause**

NELEA shall fully document the expenditure of the funds provided by the City under this CEA. The requirement for documentation may be satisfied by an independent audit and unqualified opinion of NELEA by a licensed CPA or by other financial reports deemed sufficient by the City’s Director of Administration. The Louisiana Legislative Auditor and City auditors, both internal and external, shall have the option of auditing all accounts, expenditures, receipts, and invoices related to this CEA. NELEA shall promptly comply with all requests for information, accounts, expenditures, receipts, and invoices under this CEA.

**V. Termination**

If NELEA breaches any of its obligations or commitments under this CEA and fails to cure any such breach within thirty (30) days after receiving written notice of the breach, the CEA shall be cancelled, and NELEA shall make a pro-rated, *per diem*, refund of City’s most recent annual payment. NELEA **shall not** have the right to cancel this CEA in any year in which the City has disbursed its annual payment for that year. City may also terminate this CEA, without notice, for non-appropriation of funds.

**VI. Relationship and Indemnity**

This CEA and the funding provided by the City through it shall not be considered to create a partnership or joint venture. The City’s sole obligations under this CEA are set forth herein. NELEA will defend, indemnify and hold-harmless the City from any liability whatsoever attributable to the acts of NELEA or any employee of NELEA, irrespective of whether such employee is paid in whole or part from funds provided by City pursuant to this CEA

**VII. Assignment**

With the written consent of the Mayor of the City of Monroe, NELEA may assign its rights and obligations under this CEA to another Louisiana non-profit corporation formed for the purposes of supporting and developing economic development in and around Northeast Louisiana or any other entity formed for these same purposes. In the event of such an assignment, the successor corporation may assume NELEA’s position as a party to this CEA.

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MONROE**

BY: \_\_\_\_\_  
Stacey Rowell, Director of Administration

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**NORTHEAST LOUISIANA  
ECONOMIC ALLIANCE**

BY: \_\_\_\_\_  
\_\_\_\_\_, Executive Director

**RESOLUTION**

**STATE OF LOUISIANA**

**NO.** \_\_\_\_\_

**CITY OF MONROE**

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

**A RESOLUTION AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH THE NORTHEAST LOUISIANA ARTS COUNCIL, INC. TO RESTORE THE DRAGONFLY AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

**WHEREAS**, the City owns an artistic structure, colloquially referred to as the “Dragonfly,” that was originally designed and constructed by local artist Edmund Williamson;

**WHEREAS**, the Dragonfly requires restoration to preserve its historical and cultural significance and to enhance its aesthetic and functional value;

**WHEREAS**, the Northeast Louisiana Arts Council, Inc. desires to raise funds and commission a local artist to restore the Dragonfly;

**WHEREAS**, the City and the Arts Council seek to collaborate on this project for the benefit of the community, recognizing the importance of arts and culture in enriching the local environment; and

**WHEREAS**, a copy of the Cooperative Endeavor Agreement between the City of Monroe and Northeast Louisiana Arts Council, Inc. is attached hereto and made part hereof.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with Northeast Louisiana Arts Council, Inc..

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF MONROE**  
**AND**  
**NORTHEAST LOUISIANA ARTS COUNCIL, INC.**

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of the \_\_\_\_ day of June, 2024, by and between the City of Monroe (the "City"), a municipality existing under the laws of the State of Louisiana, and the Northeast Louisiana Arts Council, Inc. (the "Arts Council"), a Louisiana non-profit corporation exempt from taxation under 26 U.S.C. § 501(c)(3).

**WITNESSETH**

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

**WHEREAS**, the City owns a structure (hereafter referred to as the "Dragonfly") that was originally designed and constructed by local artist Edmund Williamson;

**WHEREAS**, the Dragonfly requires restoration to preserve its historical and cultural significance and to enhance its aesthetic and functional value;

**WHEREAS**, the Arts Council desires to raise funds and commission a local artist to restore the Dragonfly;

**WHEREAS**, the City and the Arts Council seek to collaborate on this project for the benefit of the community, recognizing the importance of arts and culture in enriching the local environment.

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

**I. City Obligations**

The City shall:

1. Take all reasonably necessary measures to ensure the Dragonfly is kept safe and secure from the date of this Agreement until the completion of the restoration.
2. Make the Dragonfly available to the chosen artist for the restoration.

**II. Arts Council Obligations**

The Arts Council shall:

1. Engage in good-faith efforts to raise funds sufficient funds to restore the Dragonfly.
2. Keep the City reasonably apprised of its fundraising efforts and, at minimum, provide the City with a monthly update as to the status of its fundraising efforts.
3. Be responsible for selecting and contracting a local artist to carry out the restoration work on the Dragonfly, including payment to the artist from the raised funds.
4. Oversee the execution of the restoration of the Dragonfly, ensuring it is conducted in accordance with the agreed-upon timeline.

**III. Location of the Restored Dragonfly**

The City and the Arts Council agree to work together to determine the most suitable

permanent location for the restored Dragonfly within the City.

**IV. Term**

The term of this Cooperative Endeavor Agreement shall be a period of one (1) year from the date of the execution of this Agreement to allow sufficient time for the Arts Council to engage in fundraising or other efforts to obtain the necessary funds to restore the Dragonfly. The Mayor may extend the term of this Agreement for one (1) additional year upon the request of the Arts Council.

**V. Cancellation of Agreement**

If the Arts Council fails to undertake any of its commitments under this Agreement, then, and in such event, City shall have the right to cancel this Agreement upon giving written notice to the Arts Council. In the event of such cancellation, the City shall have no further obligations to Arts Council and shall not be liable to Arts Council for any damages, costs, or fees associated with the cancellation of this Agreement.

**VI. Auditor's Clause**

The parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this contract.

IN WITNESS whereof the parties have executed this Agreement as of the date first set forth above.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MONROE**

BY: \_\_\_\_\_  
Stacey Rowell, Director of Administration

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**NORTHEAST LOUISIANA ARTS COUNCIL**

BY: \_\_\_\_\_  
Barry Stevens, President

**RESOLUTION**

**STATE OF LOUISIANA**

NO. \_\_\_\_\_

**CITY OF MONROE**

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

**A RESOLUTION AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT WITH PKC INVESTMENTS, LLC FOR AN MPD SUBSTATION AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

**WHEREAS**, the City has a duty and the power to provide police protection and public safety services to its citizens;

**WHEREAS**, PKC Investments, LLC is the owner of a parcel of property and building situated thereon, located at 1111 North 4th Street, Monroe, Louisiana (the “Property”);

**WHEREAS**, PKC desires to provide the use of the Property to the City, with no annual rental or fee, to be used as a police substation;

**WHEREAS**, the establishment of a police substation in this location will enhance public safety, increase police presence in the area, improve crime prevention efforts, and provide a convenient location for residents to access police services;

**WHEREAS**, the City and PKC acknowledge that the police substation represents an investment in community policing initiatives, improving the quality of life for residents of the City and creating a safer environment for the community; and

**WHEREAS**, a copy of the Cooperative Endeavor Agreement between the City of Monroe and PKC Investments, LLC is attached hereto and made part hereof.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Monroe, Louisiana, in legal session convened, Stacey Rowell, Director of Administration, is hereby authorized to enter into and execute the attached Cooperative Endeavor Agreement with PKC Investments, LLC.

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

**AYES:**

**NAYS:**

**ABSENT:**

And the Resolution was declared **ADOPTED** on the \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**

**COOPERATIVE ENDEAVOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF MONROE**  
**AND**  
**PKC INVESTMENTS, L.L.C.**

This Cooperative Endeavor Agreement (the "Agreement") is made, entered into and effective as of the \_\_\_\_ day of June, 2024, by and between the City of Monroe (the "City"), a municipality existing under the laws of the State of Louisiana, and PKC Investments, LLC ("PKC"), a Louisiana limited liability company.

**WITNESSETH**

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

**WHEREAS**, the City has a duty and the power to provide police protection and public safety services to its citizens;

**WHEREAS**, PKC Investments, LLC is the owner of a parcel of property and building situated thereon, located at 1111 North 4th Street, Monroe, Louisiana (the "Property");

**WHEREAS**, PKC desires to provide the use of the Property to the City, with no annual rental or fee, to be used as a police substation;

**WHEREAS**, the establishment of a police substation in this location will enhance public safety, increase police presence in the area, improve crime prevention efforts, and provide a convenient location for residents to access police services;

**WHEREAS**, the City and PKC acknowledge that the police substation represents an investment in community policing initiatives, improving the quality of life for residents of the City and creating a safer environment for the community.

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

**I. City Obligations**

The City shall:

1. Establish and operate a substation for the Monroe Police Department on the Property, including providing staffing and resources customary with the operation of a police substation in the City of Monroe.
2. Be responsible for routine maintenance and upkeep of the Property.
3. Pay all utilities associated with the use of the Property, or its pro-rata share of any utilities on the Property maintained by PKC.
4. Maintain insurance coverage on the Property, including, but not limited to, liability and property insurance, or in the alternative, pay for its pro-rata share of any coverage maintained on the Property by PKC.

**II. PKC Obligations**

PKC shall:

1. Provide and make the Property available to the City, without rental or fee, to establish and operate a police substation.

2. Ensure that the building situated on the Property is suitable for use as a police substation, including making all necessary modifications or renovations to the premises and making any necessary, substantial repairs to the Property or building.
3. Be responsible for all ad valorem taxes, fees, or other assessments on the Property.

**III. Term**

The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

**IV. Cancellation of Agreement**

Either party may cancel or terminate this Agreement upon ninety (90) days' written notice to other party. If either party breaches any of its obligations or commitments under this Agreement and fails to cure any such breach within thirty (30) days after receiving written notice of the breach, this Agreement may be cancelled for cause. The parties may mutually agree to cancel or terminate this Agreement at any time, with or without notice.

**V. Auditor's Clause**

The parties understand and agree that the Legislative Auditor of the State of Louisiana and auditors for the City of Monroe shall have the option of auditing all accounts of the parties which relate to this contract.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF MONROE**

BY: \_\_\_\_\_  
Stacey Rowell, Director of Administration

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**PKC INVESTMENTS, LLC**

BY: \_\_\_\_\_



**RESOLUTION**

**STATE OF LOUISIANA**

NO. \_\_\_\_\_

**CITY OF MONROE**

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

**A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO EXECUTE AMENDMENT NO. SEVEN (7) TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MONROE AND BURNS & MCDONNELL ENGINEERING COMPANY, INC. FOR THE MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

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

**WHEREAS**, Amendment No. 7 to the Professional Services Agreement, a copy of which is attached hereto and made part hereof, further amends and modifies the existing agreements to provide for an updated scope of services in connection with the project, including Resident Project Representative Services and other additional engineering services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute Amendment No. 7 to the Professional Services Agreement between the City of Monroe and Burns & McDonnell Engineering Company, Inc.

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

**AYES:**

**NAYS:**

**ABSENT:**

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

\_\_\_\_\_  
**CHAIRPERSON**

\_\_\_\_\_  
**CITY CLERK**



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
ENGINEER-CLIENT AGREEMENT

AMENDMENT No. 7

Date: June 5, 2024

NOW THEREFORE, THIS AMENDMENT No. 6 modifies the Agreement dated September 19, 2018 made by and between Burns & McDonnell Engineering Company, Inc., (hereinafter called CONSULTANT), and City of Monroe, Louisiana (hereinafter called CLIENT) for the following Project: Monroe Water Treatment Plant Expansion and Improvements Project. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the CONSULTANT's Scope of Services is amended as follows:

*Professional Engineering Services During the Water Treatment Plant Construction Phase and Resident Project Representative (RPR) Services Tasks 30 and 31 are added to the scope of services as described in Exhibit A – Scope of Services.*

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

*Tasks 30 and 31 of the Scope of Services will be completed on a time and materials basis with a not to exceed limit of One Hundred Eight Thousand, Two Hundred Dollars (\$108,200.00). Remaining funding from Tasks 7 and 8 will be applied to these tasks, in the amount of Sixteen Thousand, Five Hundred Twenty-Eight Dollars (\$16,528.00). Therefore, Consultant's compensation will be increased by a total of Ninety-One Thousand, Six Hundred Seventy-Two Dollars (\$91,672.00).*

*A detailed fee estimate is included as Exhibit B. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on CONSULTANT's hourly labor billing rate plus reimbursable expense basis. A rate schedule is provided as Exhibit C.*

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

*Tasks 28 and 29 will be completed in conjunction with the current construction schedule, with Phase 2 Substantial Completion date of 6/28/2024 and Final Completion date of 8/12/2024.*

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

*None.*

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

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

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

**CLIENT: City of Monroe, Louisiana**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF PROFESSIONAL ENGINEERING SERVICES**

**MONROE WATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT**

**AMENDMENT NO. 7  
ADDITIONAL RPR AND CONSTRUCTION PHASE SERVICES**

**SCOPE OF SERVICES**

For purposes of this Scope of Services, City of Monroe, Louisiana is hereafter referred to as the CLIENT and Proposer is hereafter referred to as the CONSULTANT.

**TASK 30– ADDITIONAL RPR SERVICES**

30.1 Extend full-time RPR services as outlined in Task 23 of Amendment No. 5 to cover 85 days of extended contract time between CLIENT and Contractor as agreed to in Change Order Nos. 11, 13, and 14. RPR services provided by CONSULTANT will include a full-time lead RPR at 40 hours per week for 13 weeks, plus supervision, for a total of 550 hours.

**TASK 31 – ADDITIONAL ENGINEERING SERVICES**

31.1 Extend construction phase engineering services to cover 85 days of extended contract time between CLIENT and Contractor as agreed to in Change Order Nos. 11, 13, and 14. Additional services provided by CONSULTANT will include project management and engineering at 8 hours per week for 13 weeks, plus attendance at three additional on-site monthly meetings, for a total of 140 hours.

**RESPONSIBILITIES OF CLIENT:**

CLIENT will, within a reasonable time, so as not to delay the services of CONSULTANT:

1. Provide full information as to CLIENT's requirements for the PROJECT.
2. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto.
3. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services under this AGREEMENT.
4. Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by CONSULTANT and render in writing decisions pertaining thereto.
5. Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the PROJECT.

6. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed under this AGREEMENT. Such person will have complete authority to transmit instructions; receive information; interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems to be used in the PROJECT; and other matters pertinent to the services covered by this AGREEMENT.
7. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the CONSULTANT.
8. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in PROJECT.
9. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
10. Payments for review of permits, drawings, and specifications by governmental agencies.
11. CLIENT to provide review of RFIs responses or technical submittals within equivalent timeframes as CONSULTANT outlined herein.
12. Payments for special consultants requested by the CLIENT.
13. Payments to Construction Contractor in accordance with the terms of the construction contract documents.

EXHIBIT B

Amendment 6 Hour Breakdown

Activity		BMcD Subtotal Labor Hours	BMcD Labor Cost	Professional Services (Subconsultants)	Expenses	Total Item Cost
No.	Description					
28	<b>Additional RPR Services</b>	0	\$ -	\$ 66,000	\$ -	\$ 66,000
28.1	Additional Contract Time (85 calendar days, 13 weeks)	0	\$ -	\$ 66,000	\$ -	\$ 66,000
29	<b>Additional Engineering Services</b>	140	\$ 38,850	\$ -	\$ 3,315	\$ 42,200
29.1	Additional Contract Time (85 calendar days, 13 weeks)	140	\$ 38,850		\$ 3,315	\$ 42,200
<b>Subtotal Amendment No. 6</b>		<b>140</b>	<b>38,850</b>	<b>66,000</b>	<b>3,315</b>	<b>108,200</b>
<i>Credits</i>			<i>Applied Remaining Funds from Tasks 7-8</i>			\$ 16,528
<b>Total Amendment No. 6</b>						<b>\$ 91,672</b>

Exhibit C

**Schedule of Hourly Professional Service Billing Rates for Burns & McDonnell**

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

**NOTES:**

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

**RESOLUTION**

STATE OF LOUISIANA

NO. \_\_\_\_\_

CITY OF MONROE

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

**A RESOLUTION APPROVING CHANGE ORDER NO. ONE (1) FOR THE PARKVIEW DR. IMPROVEMENTS (WINNSBORO RD. TO PLUM ST.) PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS**, Change Order No. 1 will increase the contract amount for the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) Project by \$25,886.75; and

**WHEREAS**, Change Order No. 1 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. 1 for the Parkview Dr. Improvements (Winnsboro Rd. to Plum St.) 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

No. 1

PROJECT: PARKVIEW DRIVE IMPROVEMENTS  
(WINNSBORO ROAD TO PLUM STREET)

DATE OF ISSUANCE: June 5, 2024

OWNER: City of Monroe  
(Name, P.O. Box 123  
Address) Monroe, LA 71201

CONTRACTOR: Amethyst Construction, Inc.  
(Name, 215 Industrial Parkway  
Address) West Monroe, LA 71291

OWNERS Project No. N/A  
ENGINEER: Lazenby & Associates, Inc.  
2000 North 7th Street  
West Monroe, LA 71291

CONTRACT FOR: Parkview Drive Improvements

ENGINEER'S Project No. 21E057.17(001)

You are directed to make the following changes in the Contract Documents.

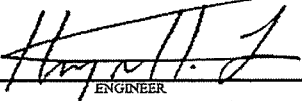
Description: This change order is for as-built quantities.

Purpose of Change Order: This change order is for as-built quantities. The Driveway aprons required more asphalt than the plans showed due to deteriorating drives and for longevity purposes. We added two patches to the project one on parkview and one on Ruffin Drive.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,383,422.73	Original Contract Time: (days or date) 90 days
Previous Change Orders No. ___ to No. ___ \$0.00	Net change from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$1,383,422.73	Contract Time prior to this Change Order: (days or date) 90 days
Net Increase (Decrease) of this Change Order: \$25,886.75	Net Increase (Decrease) of this Change Order: (days) 0 days
Contract Price with all approved Change Orders \$1,409,309.48	Contract Time with all approved Change Orders 90 days

RECOMMENDED  
LAZENBY & ASSOCIATES, INC.

BY:   
ENGINEER  
HAGAN H. LAWRENCE, P.E.

APPROVED  
CITY OF MONROE

BY: \_\_\_\_\_  
OWNER  
STACEY ROWELL, DIR. OF ADMIN.

APPROVED  
AMETHYST CONSTRUCTION, INC.

BY:   
CONTRACTOR  
BEN HOLDMAN, VICE PRESIDENT

**PARKVIEW DRIVE IMPROVEMENTS**  
**CHANGE ORDER NO. 1**  
**L&A, INC. PROJECT NO. 21E057.17 (001)**  
**June 3, 2024**

Item No.	Item Description	Unit Price	Units	Quantity Prior to This Change Order	Revised Quantity	Amount Over/Under
202-01-00100	Removal of Structures and Obstructions	\$110,000.00	Lump Sum	100%	100%	\$0.00
203-05-00100	Excavation and Embankment	\$55,000.00	Lump Sum	100%	100%	\$0.00
302-02-04120	Class II Base Course (8.5" Thick) (Stone of Recycled Portland Cement Concrete)	\$52.50	Sq. Yd.	145.53	145.53	\$0.00
401-02-00100	Aggregate Surface Course (Adjusted Vehicular Measurement)	\$115.00	Cu. Yd.	98.4	65.6	(\$3,772.00)
402-01-00100	Traffic Maintenance Aggregate (Vehicular Measurement)	\$115.00	Cu. Yd.	100	20.8	(\$9,108.00)
502-01-00100	Superpave Asphalt Concrete	\$185.00	Ton	1882	1939.9	\$10,711.50
502-01-00200	Superpave Asphalt Concrete, Drives, Turnouts and Miscellaneous	\$350.00	Ton	283.4	367.2	\$29,330.00
509-01-00100	Cold Planning Asphaltic Pavement	\$5.50	Sq. Yd.	10743	10743	\$0.00
510-01-00200	Pavement Patching (12 Inch Minimum Thickness)	\$225.00	Sq. Yd.	784	887	\$23,175.00
510-02-00100	Pavement Widening	\$195.00	Sq. Yd.	77.8	77.8	\$0.00
701-01-01021	Cross Drain Pipe (30" RCP)	\$300.00	Lin. Ft.	48	48	(\$900.00)
701-02-01100	Cross Drain Pipe Arch (54" Equiv. RCPA)	\$600.00	Lin. Ft.	52	48	(\$2,400.00)
701-03-01020	Storm Drain Pipe (18" RCP/PP)	\$225.00	Lin. Ft.	134	136	\$450.00
701-06-01060	Side Drain Pipe Arch (30" Equiv. RCPA)	\$325.00	Lin. Ft.	64	64	\$0.00
701-15-00100	Concrete Collar	\$3,250.00	Each	4	5	\$3,250.00
702-02-00100	Manholes (MH-06)	\$8,250.00	Each	1	0	(\$8,250.00)
702-03-00100	Catch Basins (CB-01)	\$8,500.00	Each	2	2	\$0.00
702-03-00200	Catch Basins (CB-02)	\$9,200.00	Each	2	2	\$0.00
702-04-00100	Adjusting Manholes	\$3,250.00	Each	10	10	\$0.00
702-04-00200	Adjusting Catch Basins	\$4,750.00	Each	2	2	\$0.00
703-01-00100	Temporary Signs and Barricades	\$105,000.00	Lump Sum	100%	100%	\$0.00
713-02-00500	Temporary Pavement Markings (24" Width)	\$1.25	Lin. Ft.	434	0	(\$542.50)
713-04-01000	Temporary Pavement Markings (Solid Line)(4" Width)	\$1,850.00	Mile	3.054	2.5	(\$971.25)
713-05-00500	Temporary Pavement Legends & Symbols (School Crossing)	\$125.00	Each	5	0	(\$625.00)
716-01-00100	Mulch (Vegetative)	\$2,000.00	Ton	2	2	\$0.00
717-01-00100	Seeding	\$50.00	LB	30	30	\$0.00
718-01-00100	Fertilizer	\$2.50	LB	986	986	\$0.00
726-01-00100	Bedding Material	\$180.00	Cu. Yd.	84.3	73.5	(\$1,944.00)
727-01-00100	Mobilization	\$87,000.00	Lump Sum	100%	100%	\$0.00
729-01-00100	Sign (Type A)	\$10.00	Sq. Yd.	54.3	54.3	\$0.00
729-01-00102	Sign (Type A)(Furnish & Install)	\$15.00	Sq. Yd.	1.3	1.3	\$0.00
729-01-00103	Sign (Type A)(Relocate)	\$12.00	Sq. Yd.	43.5	21.5	(\$330.00)
731-02-00100	ReflectORIZED Raised Pavement Markers	\$	Each	192	192	\$0.00
732-01-02080	Plastic Pavement Striping (24" Width)(Thermoplastic 125 MIL)	\$	Lin. Ft.	434	154	(\$7,840.00)
732-02-02000	Plastic Pavement Striping (Solid Line)(4" Width)(Thermoplastic 90 MIL)	\$	Mile	3.054	3.133	\$653.00
732-04-19020	Plastic Pavement Legends (School Zone)	\$	Each	5	3	(\$2,200.00)
740-01-00100	Construction Layout	\$	Lump Sum	100%	100%	\$0.00

741-08-00100	Adjust Water Valve	\$	1,250.00	Each	1	1	\$0.00
NS-200-00020	Clean Existing Ditches	\$	30.00	Lin. Ft.	500	410	(\$2,700.00)

**\$25,886.75**

ORIGINAL CONTRACT AMOUNT: \$1,383,422.73  
 TOTAL OF PREVIOUS CHANGE ORDERS: \$0.00  
 NET INCREASE (DECREASE) THIS CHANGE ORDER: \$25,886.75  
 REVISED CONTRACT AMOUNT: **\$1,409,309.48**

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 ENDORSING ECHO DEVELOPMENT SOUTH GRAND LLC'S APPLICATION FOR PARTICIPATION IN THE BENEFITS OF THE LOUISIANA RESTORATION TAX ABATEMENT PROGRAM FOR PROJECT #20220320-RTA AND FURTHER PROVIDING WITH RESPECT THERETO.**

---

**WHEREAS**, City of Monroe, through the Monroe City Council, supports and encourages the restoration, development, improvement or expansion of existing structures in downtown, historic, and economic development districts and the continued vital use of such structures;

**WHEREAS**, Article VII, Section 21(H) of the Louisiana Constitution provides for the Restoration Tax Abatement Program ("RTAP") to encourage commercial property owners and homeowners to restore, develop, improve, or expand existing structures in downtown development districts, historic districts, and economic development districts, and authorizes the State Board of Commerce and Industry, with the prior approval of the Governor and the local governing authority, to enter into contracts granting certain property owners the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development, for a period of five years, which may, in certain circumstances, be extended for an additional five years;

**WHEREAS**, La. RS. 47:4311, *et seq.* and Louisiana Administrative Code, Title 13, Chapter 9, provide the procedures and conditions for the implementation of the RTAP in accordance with Article VII, Section 21(H);

**WHEREAS**, Echo Development South Grand LLC seeks to participate in RTAP for Project No. 20220320-RTA for a five (5) year period in accordance with § 901 of the Administrative Code, *et seq.* for the property owned and located at 233 South Grand, Monroe, LA 71201;

**WHEREAS**, the City of Monroe endorses and approves Echo Development South Grand LLC's application for Project No. 20220320-RTA under the RTAP; and

**WHEREAS**, the City of Monroe certifies that the project is located in the City of Monroe's Don Juan Filhiol Historic District and the Downtown Economic Development District;

**WHEREAS**, the City further certifies that the and is an approved commercial use district (CBD) and the proposed uses (mixed use office, retail, and housing) are generally allowed, depending on the specificity of the use.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Monroe, in legal and regular session convened, that **Echo Development South Grand LLC** is endorsed to participate in the Louisiana Restoration Tax Abatement Program for Project No. 20220320-RTA; and

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

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

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**

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 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.**

---

WHEREAS, the City of Monroe is the owner of a 2013 F-150 Crew Cab, VIN # 1FTEW1CM1DKE99605 (Mileage: 84,195), that is no longer needed for public use;

WHEREAS, the Town of Sterlington desires to purchase the used F-150 at private sale for \$12,000.00, which represents the approximate value of the vehicle;

WHEREAS, the City of Monroe has determined that the sale of the used F-150 to the Town of Sterlington is reasonable and in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that its 2013 F-150 Crew Cab, VIN # 1FTEW1CM1DKE99605 (Mileage: 84,195), is no longer needed for public use;

BE IT FURTHER ORDAINED that Stacey Rowell, Director of Administration, be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to sell the used 2013 F-150 to the Town of Sterlington at private sale for \$12,000.00.

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

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**

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 DECLARING CERTAIN PROPERTY WITHING 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.**

**WHEREAS**, the City of Monroe is the owner of certain land located with Forsythe Park;

**WHEREAS**, the Northeast Louisiana Children's Museum, Inc. (the "Children's Museum") is a non-profit organization which serves our community by providing resources and educational opportunities for the City's youth;

**WHEREAS**, the Children's Museum desires to relocate from its current location on Walnut Street to Forsythe Park near the site of the Swayze Natatorium and old public pool;

**WHEREAS**, the Children's Museum desires to lease the site for the purpose of constructing and establishing a new Children's Museum to continue to serve the public and citizens;

**WHEREAS**, by Resolution No. 8466, the City and Children's Museum entered into a Cooperative Endeavor Agreement to facilitate the relocation and lease;

**WHEREAS**, the lease agreement between the City of Monroe and the Children's Museum is attached hereto an made part hereof; and

**WHEREAS**, the site of the proposed Children's Museum is no longer necessary for public use, and the proposed lease is fair and reasonable and in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that the following property is no longer necessary or needed for public use:

A certain tract or parcel of land situated in Section 41, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at found ¾" iron pipe at the northeast corner of Block '3' of F.G. Hudson's Riverside Addition, as per plat recorded in Conveyance Book 52, Page 590 of the records of Ouachita Parish, Louisiana; proceed North 03°25'34" West, a distance of 834.75 feet to a set cotton spindle and the POINT OF BEGINNING; thence proceed North 37°11'44" West, a distance of 278.52 feet to a set cotton spindle; thence proceed North 52° 48'16" East, a distance of 259.30 feet to a set cotton spindle; thence proceed South 37°11' 44" East, a distance of 278.52 feet to a set cotton spindle; thence proceed South 52° 48'16" West, a distance of 259.30 feet to the POINT OF BEGINNING, containing 1.658 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/ or of use.

**BE IT FURTHER ORDAINED** that Mayor Friday Ellis be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to enter into a lease agreement with the Northeast Louisiana Children's Museum for the property; and

**BE IT FURTHER ORDAINED** that under the provisions of Louisiana Revised Statute



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

**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**

**GROUND LEASE AGREEMENT**

**between**

**THE CITY OF MONROE, LOUISIANA**

**and**

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

**Dated as of June \_\_\_, 2024**

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**GROUND LEASE AGREEMENT  
NORTHEAST LOUISIANA CHILDREN'S MUSEUM**

**THIS GROUND LEASE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_, 2024 (the "Effective Date"), and is by and between the **CITY OF MONROE, LOUISIANA** ("City"), a Louisiana political subdivision operating under Home Rule Charter, and **NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC.**, ("Museum" or "Lessee" and together with City the "Parties" and each a "Party") a non-profit corporation organized and existing under Louisiana law.

**RECITALS**

**WHEREAS**, the City owns and operates a public park known as Forsythe Park;

**WHEREAS**, there is available space at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

**WHEREAS**, the City entered into a Cooperative Endeavor Agreement ("CEA") with Northeast Louisiana Children's Museum, Inc., dated March 3, 2023 (Res. No. 8466), and attached hereto at Exhibit D, to establish and construct a new Children's Museum that will provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

**WHEREAS**, the City has an obligation to serve the needs and interests of the City's children by providing educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

**WHEREAS**, the City is desirous of leasing to Northeast Louisiana Children's Museum, Inc. and Northeast Louisiana Children's Museum, Inc. is desirous of leasing from the City, upon the terms and conditions herein contained, the Leased Premises so that Northeast Louisiana Children's Museum, Inc. can construct and operate a new Children's Museum; and

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

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions.**

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.

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

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

City's Representative means the person designated by the City pursuant to Article 3 to act as its representative with respect to oversight of the design and construction of the Project.

Construction Documents means the approved drawings, plans, specifications and other documents for any Project.

Cooperative Endeavor Agreement means the agreement executed between the City and Northeast Louisiana Children's Museum, Inc. on March 3, 2023 attached hereto as Exhibit D, outlining the respective roles and obligations of the parties.

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

Design Review Process means the design review process for approval of the plans and specifications for the Project set forth in Section 3.

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

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

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

Event of Default means each of the events defined in Article 9 of this Lease.

Facility means the initial building, its appurtenances, and other permanent improvements to be constructed by Lessee on the Leased Premises.

Governmental Authority means any Federal, State, parish, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Leased Premises.

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

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

Leased Premises means the Property described in Exhibit A.

Lessee means Northeast Louisiana Children’s Museum, Inc., a non-profit corporation organized and existing under Louisiana law.

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

Lessee’s Representative means the person designated by Lessee pursuant to Article 3 to act as its representative with respect to oversight of the design and construction of the Project.

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

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

Project means Facility, and related improvements, to be constructed by Lessee in accordance with Article 3, generally described as follows: a new Children’s Museum and other infrastructure improvements and enhancements appurtenant to the Facility and its operations meeting the specifications set forth in the Construction Documents.

Project Plans means the approved plans and specifications for the Project, developed in accordance with the Design Review process set forth in Article 3.

Projected Delivery Date has the meaning set forth in Article 3.

Rent Commencement Date means the Effective Date.

State means the State of Louisiana.

Substantial Completion shall mean the date on which City certifies any improvements on the Leased Premises to be substantially complete as to permit use and occupancy by Lessee or another Person and may be evidenced by the issuance of a Certificate of Occupancy.

Term shall mean the period of time during which Lessee’s activities on Leased Premises shall be governed by this Lease, as defined in Article 4 hereof.

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

**1.2 Interpretation.**

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

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

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

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

(e) Where the approval of the City is required under this Lease, the written approval of the Mayor or his designee or other such person acting at the direction of the City Council of the City of Monroe (“Council”) (including by delegation of authority in this Lease) in such position shall be required to evidence such approval.



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

EXHIBIT A	SURVEY AND LEGAL DESCRIPTION
EXHIBIT B	RENT SCHEDULE
EXHIBIT C	INSURANCE REQUIREMENTS
EXHIBIT D	COOPERATIVE ENDEAVOR AGREEMENT

## ARTICLE 2 LEASED PREMISES

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

2.2 **Site Plan.** No later than thirty (30) days after the Effective Date, Lessee shall submit to the City an initial site plan of the Leased Premises and a depiction of the Facility, which is subject to modification by mutual consent and written agreement of the Parties as set forth in Article 3.

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

2.4 **Title.** Title to the Leased Premises is held by the City. Title to the Facility or any Additional Facilities will be held by Lessee until the date this Lease terminates, unless the City expressly declines, in writing, to accept title to the Facility and/or Additional Facilities. If necessary, and provided City is not in default hereunder, Lessee shall execute any documents necessary to transfer title to the Facility and/or Additional Facilities after termination of the Lease to the City.

## ARTICLE 3 CONSTRUCTION OF IMPROVEMENTS

3.1 **Utility Construction.** To the extent not already existing, Lessee is solely responsible for bringing water and sanitary sewer service to the perimeter of the Leased Premises. Utility service capacities shall be equal to the existing service levels located within a reasonable distance of the Leased Premises. The Parties will use good faith and reasonable efforts to agree in writing on the location of any tie-ins. The City shall not bear any costs, expenses, or responsibility for providing utility service capacities or relocating any existing utilities, fiber optic lines, or cable lines that traverse the Leased Premises and conflict with proposed improvements.

### **3.2 Construction Obligations of Lessee.**

(a) Subject to and in accordance with the provisions of this Article, Lessee shall design, construct and install the Project. Construction must be completed in accordance with the estimated date of substantial completion and construction schedule submitted to the City. Construction of the Facility must commence no later than twelve (12) months after the date of execution of the Lease and construction must be completed in accordance with the estimated date of substantial completion and construction schedule submitted to the City.

(b) Lessee shall expend no less than Four Million Dollars (\$4,000,000.00) (the "Minimum Investment Amount") on the design, construction and furnishing of the Project, and shall provide invoices and other proof of expenditure to the City to demonstrate the amounts expended.

(c) Lessee will be solely responsible for obtaining all necessary permits from all applicable Governmental Authorities and quasi-governmental entities having jurisdiction for development of the Project. The Lessee has estimated that the Project will be Substantially Complete by January 1, 2026 (the "Projected Delivery Date"); however, Lessee shall use reasonable efforts (utilizing ordinary and customary construction practices) to cause the Project to be Substantially Complete as much in advance of the Projected Delivery Date as is reasonably practicable. The City agrees to reasonably cooperate with such efforts.

### **3.3 Design Review Process.**

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

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

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

necessary to achieve uniformity with the features and structures existing in Forsythe Park and compliance with any generally applicable guidelines for historic districts.

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

**3.4 Construction Commencement.** Construction of the Facility shall commence no later than twelve (12) months after the Effective Date of this Lease. Lessee may request an extension of the commencement date(s), but any such request may only be approved by the Mayor of the City of Monroe. To request an extension, Lessee must submit a written request to the Mayor no later than sixty (60) days prior to the deadline to commence construction that (a) outlines the reasons for the requested extension and (b) provides a revised construction schedule. The Mayor shall submit a response to the request no later than fifteen (15) days after the request is received.

**3.5 Construction Schedule.** Lessee shall provide to the City a detailed schedule for construction of the Project, including the estimated date of substantial completion.

**3.6 Extensions.**

(a) Lessee may request an extension of the deadlines set forth in this Section.

(b) To request an extension of a deadline or deadlines, Lessee shall submit a written request for extension to the City's Representative setting forth the reasons for the extension and the proposed new deadline for compliance.

(c) The City shall review the request within ten (10) business days of receipt of the request. The City's decision to grant or deny the requested extension shall be communicated to Lessee in writing.

(d) The City shall grant the request for extension if there is good cause for the extension, and which decision shall not be unreasonably withheld, denied, or extended. The City's determination as to whether good cause exists for the extension shall be final.

(e) Any request for extension in the deadlines for Construction Commencement may only be approved by the Mayor of the City of Monroe.

**3.7 Construction Permits.** Lessee shall obtain permits or other approvals required by Applicable Law prior to commencing construction.

**3.8 Builder's Risk Insurance.** In connection with any construction, Lessee shall maintain in full force and effect a builder's completed value risk policy ("Builder's Risk Policy") of insurance in a nonreporting form insuring against all "Special Form" risk of physical loss or damage to the improvements, including but not limited to, risk of loss from fire and other hazards, flood, collapse, transit coverage, vandalism, malicious mischief, and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value

of the improvements and shall contain a deductible amount acceptable to City. City shall be named as an additional insured. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

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

**3.10 Temporary Construction Allowance.** Upon approval of the City of the precise location(s), Lessee shall the right to us immediately adjacent to the Leased Premises during construction for purposes related to construction and to control access to the site. Such use shall not interfere with ordinary operations of Forsythe Park.

**3.11 Change Orders.**

(a) During construction of the Project, the Lessee will cause copies of all requests for change orders (amending the Project Plans and/or construction schedule) that materially or substantially affect the construction of the building, including its design and aesthetic features, to be delivered to the City's Representative. Within five (5) Business Days after receipt of any such request, the City will either approve or disapprove such request. The City agrees that it shall not unreasonably withhold or delay its consent to any change order request and will not deny consent to any change order unless the change order significantly alters or affects the approved Project Plans. In the event the City fails to approve or disapprove any change order within the five (5) Business Day period provided for in this Section, such change order shall be deemed approved.

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

**3.12 Delivery of Possession.** The City shall be given reasonable advance notice of, and shall have the right to participate in, all work performed for the purpose of establishing Substantial

Completion of the Project. Promptly following the Substantial Completion of each stage of the Project, the Lessee shall evidence such completion by furnishing the City with a completion certificate signed by Lessee's Representative (i) certifying that the Project or Facility, as the case may be, has been substantially completed in accordance with the Project Plans, as modified by any approved change orders, and with respect to the Facility or any Additional Facilities, (ii) identifying the square footage of the floor area of the Facility and the Leased Premises, and (iii) a copy of the Certificate of Occupancy obtained for the Facility.

**3.13 Punch List.** The Lessee's obtaining a Certificate of Occupancy will be conclusive evidence that the Leased Premises were in good order and satisfactory condition on date the Certificate of Occupancy was obtained, and that the Project was satisfactorily completed when Lessee took possession, except as to items requiring repair or completion identified on a punch list prepared and signed by City's Representative and Lessee's Representative after an inspection of the Leased Premises by both such parties made within fifteen (15) days of the City's receipt of the Certificate of Occupancy and except as to any Warranty Work, as defined below. Lessee will repair or complete all items set forth on such punch list with reasonable promptness. City will not be responsible for any items of damage caused by Lessee or any Lessee Party. Lessee covenants to repair or replace, at Lessee's expense and as "Warranty Work," any defective item of the Project of which the City notifies Lessee within one year after the Certificate of Occupancy and that requires repair or replacement as a result of (i) any failure to construct the Project in material compliance with the Construction Documents; or (ii) any defective materials or workmanship. No promises to construct, alter, remodel or improve the Leased Premises have been made by City to Lessee other than as stated herein.

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

City's Representative and Lessee's Representative shall meet no less than once each month, and more frequently if necessary, during the design and construction of the Project to review the status of the design and construction of the Project. The City and Lessee shall each make available such personnel, consultants, experts, and contractors as may be necessary or desirable to review the status of the Project and any open issues. All disagreements on behalf of either the City or Lessee with respect to any aspect of the design or construction of the Project, including without limitation the approval of change orders, shall first be referred to the City's Representative and Lessee's Representative for resolution. The two representatives shall meet and seek, in good faith, to resolve any differences arising with respect to the Project. If the City's Representative and

Lessee's Representative are unable, in a period of five (5) Business Days, to resolve any disputed matters, each shall prepare a written summary of the issues and the differences between the parties and submit such summaries to a senior representative of the City and of Lessee (the "Senior Representatives") designated by the respective chief executive officers of the City and Lessee. Such Senior Representatives shall seek, in good faith, to resolve such disputed issues. Both the City and Lessee shall make available to such Senior Representatives such resources as may be reasonably necessary for such Senior Representatives to seek to resolve any such dispute. If after ten (10) Business Days the Senior Representatives are not able to resolve such dispute, then the parties may resort to any other right or remedy that may be available to them under Applicable Law.

#### **ARTICLE 4 TERM**

**4.1 Term.** This Lease shall begin on the Effective Date and shall terminate at midnight on the last day of the month that is fifty (50) years from the Effective Date, unless terminated sooner in accordance with this Lease. "Lease Year" when used in this Lease means the twelve (12) month period beginning upon the Effective Date and each consecutive twelve (12) month period thereafter beginning on the first day of the month immediately following the Effective Date, unless the Effective Date was the first day of the month, until the expiration or termination of this Lease.

**4.2 Return of Premises.** Prior to Lease Termination, regardless as to the circumstances upon which Lease Termination occurs, Lessee shall at its own expense: (i) return the Leased Premises to City in the same condition they were in on the Effective Date (or if later improved, as so improved), excepting only normal wear and tear, Force Majeure, and repairs required to be made by City hereunder; (ii) remove all of its personal property (including its trade fixtures, if any) and possessions from the Leased Premises; provided, however, that if the City shall give Lessee no less than one hundred eighty (180) days' advance written notice, Lessee shall demolish any improvements constructed by Lessee on the Leased Premises during the Term and, if requested by the City at any time during the last five (5) years of the Term. Any items of Lessee's personality remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by Lessee and become the sole property of City. Notwithstanding the foregoing, any costs incurred by City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Lease.

**4.3 Holdover.**

(a) Notwithstanding anything in this Lease to the contrary, so long as an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this paragraph, Lessee may request to holdover in the Leased Premises from month-to-month ("Permitted Holdover"), commencing as of the first calendar month immediately following the expiration of the Term (as the same may be extended) (the "Permitted Holdover Period"), by delivering to the City prior written notice of Lessee's request to so occupy the Leased Premises on

or before the date that is six (6) months prior to the expiration of the Term. City may, within thirty (30) days after receiving such notice, decline to allow a Permitted Holdover by delivering written notice thereof to Lessee. If City does not respond to Lessee's request for a Permitted Holdover within such period, a Permitted Holdover shall be deemed disallowed. The Permitted Holdover shall be subject to all the terms and conditions of this Lease, including without limitation payment of Rent in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon thirty (30) days' prior written notice.

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

## **ARTICLE 5 USES AND RESTRICTIONS**

Lessee shall use the Leased Premises solely for constructing, operating, and maintaining a new Children's Museum and related activities. No other uses of the Leased Premises are permitted unless agreed to in writing by City and Lessee. City and the City Parties assume no liability or responsibility whatsoever with respect to the use, conduct, or operation of the business to be conducted in and on the Leased Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Lessee's responsibility pursuant to this Lease.

Subject to force majeure, Lessee shall continuously occupy the Leased Premises throughout the Term of the Lease, unless otherwise agreed to in writing by City. Lessee shall maintain hours of operation from 9:00 a.m. - 4:00 p.m. Tuesday through Friday and 10:00 a.m. - 5:00 p.m. on Saturday and shall remain open 250 days per calendar year. In the event Lessee requires an extended suspension of operations of the Leased Premises, defined as any period in excess of two (2) consecutive months, City shall have the right, in addition to the remedies provided for under Article 9, to terminate this Lease upon thirty (30) days written notice. All payments due City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and Lessee shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

**ARTICLE 6**  
**RENT, FEES, CHARGES**

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

**6.2 Ground Rent.** Lessee shall pay Ground Rent on the unimproved land in accordance with the schedule identified in Exhibit B attached to this Lease. The rent due throughout the Term of the Lease shall be paid by Lessee monthly, without demand and in advance on or before the first (1st) day of the month, and on the first day (1st) of each month thereafter.

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

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

City of Monroe  
Accounting Department  
P. O. Box 123  
Monroe, LA 71210

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

**ARTICLE 7**  
**SECURITY FOR PAYMENT**

The initial requirement to provide security for payment is hereby **waived**. If the Lessee's rent payment is made later than the tenth (10th) day of the month more than three times in any twelve (12) consecutive month period, then the obligation to provide Security for Payment will be re-instituted, and Lessee will be required to post security as provided below:

On or before the Effective Date, Lessee shall provide City with a letter of credit or surety bond ("Contract Security") in a form reasonably acceptable to the City and in the amount of one-quarter (1/4th) of the annual Rent due under this Lease in the Initial Year. Any such letter of credit



or surety bond shall (i) be issued by a bank or bonding company reasonably acceptable to City and which is authorized to do business in the State of Louisiana; and (ii) provide that City may draw the entire amount or any part thereof upon presentation, which presentation may be made electronically, of City's draft accompanied by a certification by City that an Event of Default has occurred hereunder. Upon any drawing upon the Contract Security by the Authority, Lessee shall reinstate the stated amount of such letter of credit or surety bond within thirty(30) days to the amount required by this Article 7. At least thirty (30) days prior to the expiration of any existing letter of credit or surety bond, Lessee will cause the same to be renewed through issuance and delivery to City of either an extension of the term of the letter of credit or surety bond or a substitute letter of credit or surety bond meeting the requirements hereof and issued in the amount of one-quarter (1/4th) of the annual Rent then due under this Lease, and if Lessee fails to timely deliver such substitute, then City may draw the entire amount of the existing letter of credit or surety bond prior to its expiration.

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

## **ARTICLE 8 OBLIGATIONS OF LESSEE**

Lessee shall:

(a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

(b) Control, within reason, the conduct, demeanor and appearance of the Lessee Parties and those doing business with Lessee and, upon objection from City concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(c) Remove from the Leased Premises or otherwise dispose of in a manner approved by the City all garbage, debris and other waste materials (whether solid or liquid) placed on the Leased Premises. Any such debris or waste which is temporarily stored shall be kept in suitable garbage and waste receptacles with tight-fitting covers and designed to safely and properly contain whatever waste material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.

(d) Not create, commit or maintain any nuisance, waste, or damage to the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or damage to the Leased Premises.

(e) Not create nor permit to be caused or created upon the Leased Premises any obnoxious odor, smoke or noxious gases or vapors.

(f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

(g) Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(h) Not to do or permit to be done any act or thing upon or within the Leased Premises:

- i. Which will invalidate or conflict with any fire insurance policies covering the Leased Premises or any part thereof or other contiguous property; or
- ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

(i) Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of Lessee's working requirements.

(j) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Leased Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. This Lease shall be a net lease with City receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever.

(k) Pay the cost of all utilities servicing the Leased Premises.

(l) Provide the City with its annual attendance numbers, including to the fullest extent possible, the number of local and out-of-town visitors to the Museum.

(m) Provide the City with a list of major programs provided by the Museum during the calendar year.

## ARTICLE 9 DEFAULT AND TERMINATION RIGHTS OF CITY

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

(a) Lessee's failure to (i) pay the Rent, any portion thereof, or any other sums payable hereunder for a period of ten (10) days after written notice by City of the date due, or (ii) maintain the insurance required by Article 18 or Contract Security as required by Article 7 (if applicable), as required by this Lease.

(b) Lessee's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of thirty (30) days after written notice by City, provided that Lessee shall not be in default after the end of such thirty (30) day period if Lessee 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 hundred twenty (120) days from the date of such written notice or as soon as commercially reasonable considering the time within such cure may be accomplished;

(c) The bankruptcy of Lessee;

(d) Lessee making an assignment for the benefit of its creditors;

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

(f) Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(g) Lessee's vacating or abandoning the Leased Premises;

(h) Lessee's interest under this Lease being sold under execution or other legal process;

(i) Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;

(j) Failing to meet the Minimum Investment Amount;

(k) Failing to timely commence construction;

(l) Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or

(m) Lessee's failure to comply with Environmental Laws or any other material Applicable Laws.

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

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

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

**9.4 Additional Provisions.** No re-entry or retaking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to City hereunder or of any damages accruing to City by reason of the violations of any of the terms, provision and covenants herein contained.

City's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as City's waiver of such event of default. No forbearance by City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by City to enforce or waiver of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by City following repossession.

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

**9.6 Time of the Essence.** Time is of the essence of this Lease, and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, City may declare Lessee to be in default of this Lease.

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

## **ARTICLE 10 MAINTENANCE AND REPAIR**

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

(a) Keep the Leased Premises at all times in a clean and orderly condition and appearance and all Lessee's fixtures, equipment and personal property which are located in any part of the Leased Premises.

(b) Repair and maintain all building systems, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures and exterior non-load bearing walls.

(c) Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any Applicable Law.

(d) Keep all areas of the Leased Premises in a state of good repair, to include repair of any damage to the ground, pavement or other surface of the Leased Premises or the Facility caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(e) Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises, except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by Lessee or any subtenants.

(f) Lessee agrees that it shall comply with all laws and ordinances regulating its operations on the Leased Premises and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies and bodies required under Applicable Law.

(g) Notwithstanding anything contained in this Section 10.1, Lessee's repair and maintenance obligations hereunder shall not require it to repair or replace equipment, lines, services and systems beyond a reasonable time after termination of this Lease.

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

## ARTICLE 11 ALTERATIONS AND IMPROVEMENTS

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

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

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

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

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

## **ARTICLE 12 TITLE TO IMPROVEMENTS**

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

## **ARTICLE 13 CONSTRUCTION LIENS**

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

filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien that is satisfactory to the City in its sole discretion.

**ARTICLE 14  
UTILITIES**

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

In the event the City relocates existing water or sewer utility lines after Lessee has provided for its own connections to those services, the City shall bear the reasonable costs of re-connecting Lessee to those services.

**ARTICLE 15  
INGRESS AND EGRESS**

Lessee, the Lessee Parties, and its suppliers of material and furnishers of services, shall have the right of ingress and egress to the Leased Premises via appropriate public or private ways to be used in common with others having rights of passage, provided that City may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

**ARTICLE 16  
PARKING**

City hereby grants to Lessee the right to use and occupy the parking areas and driveways adjacent to the Leased Premises during its normal hours of operation for the purpose of parking, driveway, and pedestrian use. Lessee may, at its sole cost and expense, erect and maintain signage approved by the City designating such parking spaces for use by the Lessee.

Lessee shall be responsible for routine maintenance of these parking areas, including removing all trash, bottles, any other refuse originating from or its tenants, invitees, patrons, guests, and vendors use of the Leased Premises. All reconstruction, non-routine maintenance, and non-routine improvement and subsurface costs shall be the responsibility of the City.

Nothing herein shall require the City to maintain a specific number of parking spaces or provide additional parking for Lessee. The City reserves the right to reconstruct, reallocate, reallo,



redesignate or remove any parking spaces at any time, but in the event of a reconstruction, reallocation, redesignation or removal, Museum shall be provided equivalent parking access.

**ARTICLE 17**  
**TAXES, PERMITS, LICENSES**

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

**ARTICLE 18**  
**INSURANCE**

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

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

The acceptance of delivery by City of any certificate of insurance or Memorandum of Insurance evidencing Lessee's insurance coverages and limits does not constitute approval or

agreement by City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein. The certificates of insurance, or other evidence, must be filed with and approved by City prior to any activity being performed on the Leased Premises by Lessee. Lessee shall, before commencement of any work on the Premises, furnish City evidence that the contractor(s) is covered by insurance and with limits to the reasonable satisfaction of City. During any construction of improvements or alterations undertaken on the Leased Premises, Lessee or its contract shall carry builders' risk insurance and other coverages as reasonably required by the City.

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

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

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

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

Facilities Division  
P. O. Box 123  
Monroe, LA 71210

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

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

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

**ARTICLE 19  
INDEMNIFICATION**

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

**B.** City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any occupant of adjoining or contiguous property, or from any intentional or negligent act by any person or patron of Forsythe Park.

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

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

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

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

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

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

**ARTICLE 20**  
**ENVIRONMENTAL REGULATIONS**

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

(a) Lessee is knowledgeable regarding any and all Environmental Laws, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises. Lessee agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.

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

(c) Lessee shall, prior to commencement of any of Lessee's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.

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

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

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

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

**20.2 Generator of Hazardous Waste.** If Lessee is deemed to be a generator of hazardous waste, as defined by Applicable Law, Lessee shall obtain an EPA identification number

and the appropriate generator permit and shall comply with all Environmental Laws applicable to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

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

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

**20.5 Violation.**

(a) If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Leased Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City. The Site Reviewers shall perform such tests on the Leased Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event City conducts testing due to information other than a notice of violation from a Governmental Authority, and the testing does not reveal any contamination in excess of permissible EPA tolerances, other than the contamination referenced in Article 21 of this Lease, City agrees to bear all costs association with the testing.

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

**ARTICLE 21  
FEDERAL STORM WATER REGULATIONS**

Lessee acknowledges that certain properties and uses of properties on City owned land are subject to Federal storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Leased Premises and its operations. Lessee agrees to participate in any City-

organized task force or other work group established to coordinate storm water activities. Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by Applicable Law, by Lessee or any Lessee Parties, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

## ARTICLE 22 ENVIRONMENTAL INSPECTION

**22.1 Environmental Inspection at Commencement of Lease Term.** A Phase I Environmental Report shall be used to and establish a base line indicating the current condition of the Leased Premises (herein after referred to as the “Base Line Environmental Reports”).

**22.2 Pre-Existing Contamination.** Notwithstanding any other provision of this Lease, Lessee shall have no liability or responsibility to the City or to any other third-party with respect to any Pre-Existing Environmental Condition or any Third-Party Environmental Condition at the Leased Premises. The term “Pre-Existing Environmental Condition,” as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws and which Lessee demonstrates were present on or before the Effective Date, and including any subsequent migration, movement, or transformation of such substances, materials, matter, or Hazardous Materials after the Effective Date. The term “Third-Party Environmental Condition,” as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws, and the presence of which Lessee demonstrates were or are caused or permitted by any Person not affiliated with Lessee or any Lessee Party, and whether or not such substances, materials, matter, or Hazardous Materials were or are present on, before, or after the Term Commencement Date.

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

Lessee hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney’s fees, to the extent arising from or resulting

out of, or in any way caused by, Lessee's failure to comply with any and all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease.

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

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

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

### **ARTICLE 23 STORAGE TANKS**

Lessee agrees that it will not have any additional underground or above ground storage tanks ("Tanks") on the Leased Premises unless specifically authorized in writing by City. If any tank is authorized by City, Lessee covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of Tanks including financial responsibility and corrective action requirements.

### **ARTICLE 24 RIGHTS RESERVED TO CITY**

Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the Leased Premises which would interfere with or adversely affect the operations of the City.

**ARTICLE 25  
RIGHT OF ENTRY**

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

**ARTICLE 26  
SIGNS**

26.1 **Written Approval.** Lessee may only erect, maintain or display signs or advertising on the Leased Premises or the exterior of the Facility or Additional Facilities with the written consent of the City, which shall not be unreasonably withheld, delayed or conditioned. All signs or advertising must comply with Applicable Law. Notwithstanding the foregoing, Lessee shall be allowed to display advertising for events hosted by Lessee on the Leased Premises, provided that such advertising complies with all Applicable Laws, does not exceed fifty (50) square feet, and is in place for a period of sixty (60) days or less.

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

**ARTICLE 27  
QUIET ENJOYMENT**

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



**ARTICLE 28**  
**MORTGAGE RIGHTS OF LESSEE**

Notwithstanding the prohibition upon the placement or creation of liens set forth in this Lease, including any leasehold interests created hereunder in the Leased Premises, the Lessee may, upon prior written permission of the City, pledge the Lessee's leasehold interest created hereunder pursuant to a mortgage, deed of trust, security deed, or other security instrument encumbering the leasehold estate created by this Lease (a "Leasehold Mortgage"), provided that such pledge is made in connection with the financing or refinancing (a "Loan") of amounts to be used solely for the construction of a Project or other improvements to the Leased Premises and shall be subject, subordinate, and inferior at all times to the rights of the City under this Lease. Approval of a Leasehold Mortgage may be given by the City only if, at a minimum, the following conditions are satisfied:

- (a) The documents which are to be used to finance and secure the proposed transaction (i.e. the obtaining of funds and placing of a leasehold mortgage) are submitted to the City for review and approval prior to their execution by the putative lender (the "Lender") and the Lessee (the "Proposed Financing Documents");
- (b) The funds obtained via the transaction contemplated under the Proposed Financing Documents are to be used solely for the construction of the Project, construction of additional improvements to the Leased Premises approved by the City, or refinancing any Loan for such purposes;
- (c) The entity providing the Loan shall be a financial institution regularly engaged in the business of making mortgage loans secured by commercial properties, with a net worth of not less than twenty million dollars (\$20,000,000) which is not an affiliate of Lessee (a "Lender");
- (d) The Lender must certify to the City that it has reviewed this Lease and accepted provisions that may affect the Leasehold Mortgage and that no loan requirements conflict with or materially diminish any provisions of this Lease;
- (e) The Proposed Financing Documents include the following terms:
  - i. The encumbrances under the Proposed Financing Documents shall be subordinate to the City's interests under this Lease and in the Leased Premises;
  - ii. The term of any such Loan shall not exceed the Term of this Lease (excluding any extensions);
  - iii. Upon any default by the Lessee under the note, mortgage, or any of the other Proposed Financing Documents (a "Financing Default"), the City shall have a lien with first priority on all Lessee-owned property at the Leased Premises;

- iv. The Lender agrees to provide and maintain current contact information with the City and provide the City with concurrent copies of any notices or communications regarding a Financing Default;
  - v. The City shall be notified at least seven (7) days prior to the Lender exercising its rights under the Leasehold Mortgage to take possession or control of the Lessee's business or the Leased Premises or any portion thereof;
  - vi. The Lender explicitly agrees that the Leased Premises and any improvements made thereupon must be used solely for the permitted uses set forth in this Lease and no others, and any change in use may occur only upon prior written permission of the City, which the City may grant or deny in its sole discretion;
  - vii. The Leasehold Mortgage may secure only Lessee's obligations with respect to a Loan that will be applied to finance or refinance improvements to the Leased Premises and may not cross collateralize or secure any other loans or obligations of Lessee;
  - viii. In the event that the Lender exercises its security interest in the Leasehold Mortgage to take possession or control of the Lessee's business, the Leased Premises, or any part thereof, the Lender is limited to a total period of twelve (12) months to locate a replacement tenant that is acceptable to the City, in its reasonable discretion. In the event that a tenant acceptable to the City is not obtained within the above-referenced twelve (12) month period, then the Leasehold Mortgage shall terminate and all of the Lender's rights in this Lease, the Improvements constructed upon the Leased Premises, or any part thereof shall be extinguished;
  - ix. The Lender agrees to hold the City harmless for any damages the Lender may incur as a result of any action or inaction in connection with the exercise of the City's rights under this provision of the Lease or the related Proposed Financing Documents, including, without limitation the Leasehold Mortgage; and
  - x. Any Financing Default relating to the encumbrances under the Proposed Financing Documents shall be a default of this Lease.
- (f) *Failure to Comply.* If the Lender or other lienholder fails to comply with any of the foregoing requirements, such failure shall be an Event of Default under this Lease and the City may at any time (but is not required to) terminate this Lease and exercise any rights the City may have under this Lease for an Event of Default.
- (g) *No Additional Leasehold Mortgages.* Lessee may enter into and encumber the Leased Premises with only one Leasehold Mortgage in accordance with this Article 27 at any time.

- (h) *Lender's Right to Cure.* If Lessee enters into a Leasehold Mortgage in accordance with this Article 28, and if the Lessee or the Lender has notified the City pursuant to this Lease of the existence of such Leasehold Mortgage and has provided the address to which any notices to the Lender are to be mailed, then all notices given under this Lease to the Lessee shall also be sent to the Lender at the address provided by the Lender to the City. Any notice properly mailed to Lender by registered mail, postage and fees prepaid, shall be deemed delivered when mailed, whether received or not. The Lender shall have the right to remedy any default under this Lease or cause the same to be remedied and the City shall accept such performance by or at the direction of such Lender as if the same had been made by the Lessee. In case of a default, other than failure to pay Rent, the City shall not be permitted to terminate this Lease by reason of the occurrence of such default if the Lender, within thirty (30) days after the giving of notice of such default, commences foreclosure or similar proceedings under the Leasehold Mortgage for the purpose of acquiring the Lessee's interest in this Lease and thereafter diligently prosecutes the same, and shall bring current all payments of Rent payable by the Lessee hereunder. The Lender may become the legal owner and holder of the leasehold estate under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. While such Leasehold Mortgage is in effect, the City shall not accept any surrender or cancellation of this Lease by the Lessee or amend or modify any material provision of this Lease without the Lender's prior written consent, which such consent shall not be unreasonably withheld, conditioned, or delayed.
- (i) Notwithstanding any term or provision of any Leasehold Mortgage or this Lease to the contrary, under no circumstances shall any such Leasehold Mortgage or Loan constitute an indebtedness or obligation of the City nor shall the City be liable in any way for the payment of any portion of the indebtedness evidenced by such Leasehold Mortgage or for the payment or performance of any obligation thereunder or secured thereby. Nothing in this Lease shall operate as a pledge of the City's credit within the meaning of any constitutional or statutory debt limitation.

**ARTICLE 29  
RENT A SEPARATE COVENANT**

Lessee shall not for any reason withhold or reduce Lessee's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent and any other rents, fees or charges provided hereunder is a covenant by Lessee that is independent of the other covenants of the Parties hereunder.

**ARTICLE 30  
ASSIGNMENT**

Lessee shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for the City to require that any assignee or subtenant meet certain objective financial worth and operational standards.

Any proposed sublease must be consistent with the uses and restrictions contained in Article 5 of this Agreement. Any assignment or sublease without the written consent of the City shall be void ab initio and of no force or effect. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. City reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE UNTIL AFTER SUCH ASSIGNMENT OR SUBLEASE. Lessee shall provide City a copy of the proposed sublease agreement prior to any request for consent. All subleases shall be limited to a term of one (1) year unless otherwise agreed to in writing by City.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Lessee shall have an affirmative obligation to notify immediately City of any such change.

### **ARTICLE 31 EXPROPRIATION AND DAMAGE TO LEASED PREMISES**

31.1 **Damage or Destruction of Leased Premises.** If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessee at its own cost and expense to the extent of insurance proceeds available for such repairs, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. The City shall use commercially reasonable efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in size, type, character, condition and suitability for Lessee's operations during such period of repair or reconstruction.

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

untenantable for more than ninety (90) days, the City shall use diligent efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in convenience, size, type, character, condition, and suitability for Lessee's operations, during such period of repair or reconstruction. Except to the extent the City provides Lessee with such alternative Leased Premises, Lessee shall not be obligated to pay Rent for such untenable portion during such time as it remains untenable. Provided, that there shall be no abatement or reduction of Rent where the untenable condition is caused by the willful misconduct or negligent act or omission of Lessee, or its officer, employees, contractors, subcontractors or agents, except to the extent of proceeds of business interruption or other similar insurance received with respect to such damage or destruction.

**ARTICLE 32  
NO ACCEPTANCE OF SURRENDER**

No act or thing done by City or any City Party during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

**ARTICLE 33  
PERSONAL PROPERTY**

Any personal property of Lessee or of others placed in the Leased Premises shall be at the sole risk of Lessee or the owners thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from City for such damage, destruction or loss.

**ARTICLE 34  
APPLICABLE LAW AND VENUE**

Notwithstanding any other provision of any Applicable Laws, this Lease shall be construed in accordance with the laws of the State of Louisiana. Venue for any action brought pursuant to this Lease shall be solely in Ouachita Parish, Louisiana. Any action for breach of or enforcement of any provision of this Lease shall be brought in a court of appropriate jurisdiction in and for Ouachita Parish, Louisiana.

**ARTICLE 35  
ATTORNEY'S FEES AND COSTS**

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

**ARTICLE 36  
INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 37  
NOTICES AND COMMUNICATIONS**

All notices or other communications to City or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service and, if mailed, upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, or one (1) day after delivery to a nationally recognized overnight delivery service, fees pre-paid, addressed as follows:

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

To Lessee:  
Northeast Louisiana Children's Museum  
2702 Bramble  
Monroe, LA 71201

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

**ARTICLE 38  
RELATIONSHIP OF THE PARTIES**

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible for such acts or omissions nor shall the City and Lessee be considered as joint venturers. Nothing in this Lease is intended to create any third-party beneficiaries hereto.

**ARTICLE 39  
CONFIDENTIAL INFORMATION**

Simultaneously with providing any records to the City, Lessee shall identify any such records that Lessee claims are confidential or trade secrets ("Confidential Information") under Louisiana law. In the event the City receives any public records request for such Confidential Information, the City shall notify Lessee and allow Lessee a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. If Lessee fails to identify any such records as Confidential Information when they are initially provided to the authority, the City may disclose such records pursuant to a public records request without notice to Lessee.

**ARTICLE 40  
NO INDIVIDUAL LIABILITY**

The Parties agree that neither the directors or Board members, nor any officer, employee, representative, or agent of either Party shall be personally liable for the satisfaction of such Party's obligations under this Lease, and each Party shall look solely to the assets of the other for satisfaction of any claims hereunder.

**ARTICLE 41  
MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the Parties hereto and their heirs, personal representatives, successors and assigns.

This Lease, and instruments or documents relating to same, shall be construed under Louisiana law.

This Lease represents the complete Lease between the Parties and any prior agreements or representations, whether written or verbal, are hereby superseded.

This Lease may subsequently be amended only by written instrument signed by the City and Lessee.

Nothing in this Lease shall operate to waive any sovereign or governmental immunity protections available to the City under applicable law.

*Remainder of Page Intentionally Left Blank  
Signature Page Follows*

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

**CITY:**  
**CITY OF MONROE**

**LESSEE:**  
**NORTHEAST LOUISIANA  
CHILDREN'S MUSEUM**

BY: \_\_\_\_\_  
Printed Name: **Friday Ellis**  
Title: **Mayor**

BY: \_\_\_\_\_  
Printed Name: **Melissa Save**  
Title: **Authorized Representative**

**WITNESSES FOR CITY:**

**WITNESSES FOR LESSEE:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name Printed

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Name Printed



**EXHIBIT A**  
**LEASED PREMISES**

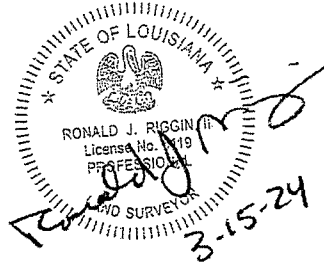
1.658 Acres±  
Section 41, T18N, R3E  
Land District North of Red River  
Ouachita Parish, Louisiana  
L&A, Inc. Project No. 21E057.06 (014)

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 41, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at found 3/4" iron pipe at the northeast corner of Block '3' of F.G. Hudson's Riverside Addition, as per plat recorded in Conveyance Book 52, Page 590 of the records of Ouachita Parish, Louisiana; proceed North 03°25'34" West, a distance of 834.75 feet to a set cotton spindle and the **POINT OF BEGINNING**; thence proceed North 37°11'44" West, a distance of 278.52 feet to a set cotton spindle; thence proceed North 52°48'16" East, a distance of 259.30 feet to a set cotton spindle; thence proceed South 37°11'44" East, a distance of 278.52 feet to a set cotton spindle; thence proceed South 52°48'16" West, a distance of 259.30 feet to the **POINT OF BEGINNING**, containing 1.658 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggan, II, Professional Land Surveyor dated March 15, 2024.





**EXHIBIT B  
RENT SCHEDULE**

Year 1 - \$0.00	Year 18 - \$4,000.00	Year 35 - \$4,000.00
Year 2 - \$0.00	Year 19 - \$4,000.00	Year 36 - \$4,000.00
Year 3 - \$4,000.00	Year 20 - \$4,000.00	Year 37 - \$4,000.00
Year 4 - \$4,000.00	Year 21 - \$4,000.00	Year 38 - \$4,000.00
Year 5 - \$4,000.00	Year 22 - \$4,000.00	Year 39 - \$4,000.00
Year 6 - \$4,000.00	Year 23 - \$4,000.00	Year 40 - \$4,000.00
Year 7 - \$4,000.00	Year 24 - \$4,000.00	Year 41 - \$4,000.00
Year 8 - \$4,000.00	Year 25 - \$4,000.00	Year 42 - \$4,000.00
Year 9 - \$4,000.00	Year 26 - \$4,000.00	Year 43 - \$4,000.00
Year 10 - \$4,000.00	Year 27 - \$4,000.00	Year 44 - \$4,000.00
Year 11 - \$4,000.00	Year 28 - \$4,000.00	Year 45 - \$4,000.00
Year 12 - \$4,000.00	Year 29 - \$4,000.00	Year 46 - \$4,000.00
Year 13 - \$4,000.00	Year 30 - \$4,000.00	Year 47 - \$4,000.00
Year 14 - \$4,000.00	Year 31 - \$4,000.00	Year 48 - \$4,000.00
Year 15 - \$4,000.00	Year 32 - \$4,000.00	Year 49 - \$4,000.00
Year 16 - \$4,000.00	Year 33 - \$4,000.00	Year 50 - \$4,000.00
Year 17 - \$4,000.00	Year 34 - \$4,000.00	-----

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

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

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

Limits of coverage shall not be less than:

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

OR

\$1,000,000 each occurrence and aggregate for liability associated with all operations under this specific Lease. The aggregate limits shall be separately applicable to this Lease.

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

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

OR

Bodily Injury and Property Damage Liability	\$1,000,000 Combined Single Limit each occurrence
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**Umbrella Liability or Excess Liability.** Umbrella Liability of Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$1,000,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

**Additional Insured** Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

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

**EXHIBIT D**  
**COOPERATIVE ENDEAVOR AGREEMENT**

RESOLUTION

STATE OF LOUISIANA

NO. 8466

CITY OF MONROE

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

**A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE NORTHEAST LOUISIANA CHILDREN'S MUSEUM AND FURTHER PROVIDING WITH RESPECT THERETO.**

WHEREAS, the Northeast Louisiana Children's Museum ("Museum") has been operating in Monroe, Louisiana for more than two decades and has served as a valuable resource to the children and families in our community and region;

WHEREAS, the Museum desires to build a new state-of-the-art facility in a new location to continue serving our community region for decades to come and has begun fundraising efforts to achieve that goal;

WHEREAS, there is and will be available space at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

WHEREAS, the Museum ultimately desires to lease and use the Site for the purpose of constructing and establishing a new Children's Museum to serve the public and citizens of the City through a long-term lease and Cooperative Endeavor Agreement;

WHEREAS, to support its fundraising efforts and to establish a long-term plan for the Museum, Museum desires a commitment from the City to lease the Site to Museum so that Museum can engage in fundraising and other efforts to obtain the necessary funds to construct a new Children's Museum on the Site;

WHEREAS, the City has an obligation to serve the needs and interests of the City's children by providing provide educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

WHEREAS, a newly-constructed Children's Museum in Forsythe Park would serve these purposes, provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

WHEREAS, the Museum's anticipated investment into the Site and construction of the Museum is several million dollars, and new Museum will have direct, positive impacts on job creation and economic activity;

WHEREAS, the City and Museum desire to enter into the attached Cooperative Endeavor Agreement for the purpose of obtaining a commitment from the City to lease the Site to allow Museum to obtain funding for the construction of a new Children's Museum, to ultimately lease the Site upon obtaining funding, to construct a new Children's Museum, and for the Museum to receive any assistance in its efforts from the City to fullest extent permitted by law; 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 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 RESOLVED by the City Council of the City of Monroe in legal and regular session convened, that Mayor Friday Ellis is hereby authorized to execute the attached Cooperative Endeavor Agreement with Northeast Louisiana Children's Museum, Inc.

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

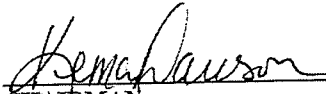
AYES: Ezennack, Woods, Marshall + Dawson

NAYS: none

ABSENT: Harvey

And the Resolution was declared ADOPTED on the 28<sup>th</sup> day of February, 2023.

  
CITY CLERK

  
CHAIRMAN

STATE OF LOUISIANA  
PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates set forth below, personally came and appeared:

**THE CITY OF MONROE, LOUISIANA** ("City"), a political subdivision of the State of Louisiana, appearing herein through Mayor Friday Ellis, authorized by action taken through its City Council at its Regular Meeting on FEBRUARY 28, 2023; and,

**NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC.** ("Museum"), a Louisiana non-profit corporation, domiciled at 323 Walnut Street, Monroe, Louisiana, 71201, and appearing through its duly authorized representative and Director, Melissa Saye,

who by these presents do covenant and agree as follows:

**WHEREAS**, the City owns and operates a public park known as Forsythe Park;

**WHEREAS**, there is and will be available space, as outlined further below, at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

**WHEREAS**, Museum ultimately desires to lease and use the Site for the purpose of constructing and establishing a new Children's Museum to serve the public and citizens of the City through a long-term lease and Cooperative Endeavor Agreement;

**WHEREAS**, Museum desires a commitment from the City to lease the Site to Museum so that Museum can engage in fundraising and other efforts to obtain the necessary funds to construct a new Children's Museum on the Site;

**WHEREAS**, the City has an obligation to serve the needs and interests of the City's children by providing provide educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

**WHEREAS**, a newly-constructed Children's Museum in Forsythe Park would serve these purposes, provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

**WHEREAS**, the Museum's anticipated investment into the Site and construction of the Museum is planned to be in excess of \$10 million, and new Museum will have direct, positive impacts on job creation and economic activity;

**WHEREAS**, the City and Museum desire to enter into this Cooperative Endeavor Agreement for the purpose of obtaining a commitment from the City to lease the Site to allow Museum to obtain funding for the construction of a new Children's Museum, to ultimately lease the Site upon obtaining funding, to construct a new Children's Museum, and for the Museum to receive any assistance in its efforts from the City to fullest extent permitted by law; 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 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**, for and in consideration of the public benefit to the citizens of the City, the parties do hereby agree and covenant as follows:

1. The term of this Cooperative Endeavor Agreement shall be a period of three (3) years from the date of execution of this Agreement to allow sufficient time for Museum to engage in fundraising or other efforts to obtain the necessary funds to construct a new Children's Museum. The term of this agreement may be extended for up to two (2) additional one (1) year periods with the written consent of the Mayor. Any requests for extensions must be received by the City no later than ninety (90) days prior to the expiration of this Agreement.
2. Museum will engage in good-faith efforts to raise funds sufficient to construct and operate a new Museum at the location described below. During the term of this Agreement, Museum agrees to keep the City reasonably apprised of its fundraising efforts and shall, at a minimum, provide the City with an annual update as to the status of its fundraising efforts. If Museum ceases fundraising efforts for a period of twelve months or longer, then this Agreement shall terminate automatically.
3. Museum commits to entering a long-term lease and/or cooperative endeavor agreement with the City for the construction and operation of a new Children's Museum at the location described below upon obtaining sufficient funds for those purposes.
4. Upon written notification by Museum that it has obtained sufficient funding and desires to lease the below-described property (the "Site"), and within a period not to exceed six (6) months from such notification, the City agrees to lease to Museum, upon such terms that are mutually agreed to by the parties, the general area (to later be determined by specific metes and bounds) as identified:

**See Attached Exhibit A (Proposed Site for Children's Museum)**

5. The City agrees that it shall not alienate or otherwise permanently dedicate the Site for other uses during the term of this Cooperative Endeavor Agreement or any extensions thereof; provided, however, that nothing in this Agreement shall prohibit the City from using the Site for normal operations or activities during the term of this Agreement.
6. By entering into this Agreement, the City agrees and declares that the Site is not needed for a public purpose and is capable of being leased to Museum.
7. Any final cooperative endeavor agreement or lease agreement between the parties shall, at a minimum, contain or address the following matters:
  - a. The term of the lease, including any renewals thereof, commensurate with the investment by Museum into the construction upon, improvements to, and maintenance of the Site;
  - b. The term of the lease shall not be less than fifty (50) years if Museum's investment into the construction upon and improvements to the property exceeds \$4,000,000.00;
  - c. The amount of annual rental due under the lease, as follows:
    - i. Museum shall be entitled to an abatement of rental for a period not to exceed two years from the execution of lease and an abatement of rental for a period not to exceed two years from the execution of the lease to allow for the construction and opening of the Museum. The rental abatement shall terminate upon the earlier of (a) the expiration of two years from the date the lease is executed or (b) the date Museum obtains a certificate of occupancy from the City; and

- ii. After the period of rental abatement, the annual rental amount shall be \$4,000.00 per year;
- d. The public benefits that will be provided by Museum, including any commitments to serve the citizens of the City or provide free or low cost programs to the elderly and low-income children of the City;
- e. A requirement that Museum provide the City with its annual attendance numbers, including to the fullest extent possible, the number of local and out-of-town visitors to the Museum and with a list of major programs provided by the Museum during the calendar year;
- f. Hours of operation of Museum;
- g. A reasonable timeline for construction and improvements upon the Site, including construction benchmarks and guarantees;
- h. Procedure for allowing City input into any proposed construction plans and designs and requirements for adherence to all applicable federal, state, and local law for the construction and design of any improvements;
- i. General maintenance and upkeep of the Site/Leased Premises by Museum;
- j. That Museum will be responsible for the costs of any constructions, improvements, maintenance, utility services, and all other ordinary costs of operation;
- k. Insurance requirements for operations on the Site, including general liability, commercial liability, worker's compensation liability, auto liability, and property liability insurance;
- l. Indemnification of the City for all claims arising out of or resulting from Museum's use or occupancy of the Site commencing from the term of lease or beginning of construction depending upon on-site activities;
- m. Designation or use of parking or ancillary facilities by Museum, rules governing parking and use of facilities, and cost, maintenance, and upkeep of parking and ancillary facilities used by Museum.
- n. The removal or reversion to the City of any improvements at the expiration of the term of lease;
- o. Non-discrimination in the conduct of Museum's activities;
- p. Any additional requirements or obligations as deemed necessary by the parties or required by federal, state, or local law.

\*\*\*

**SIGNATURE PAGE FOLLOWS**

THUS DONE AND SIGNED on this 1<sup>ST</sup> day of March, 2023, at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE

Lynnda McMahon  
Kimberly ESSEX

BY: Friday Ellis  
Friday Ellis, Mayor

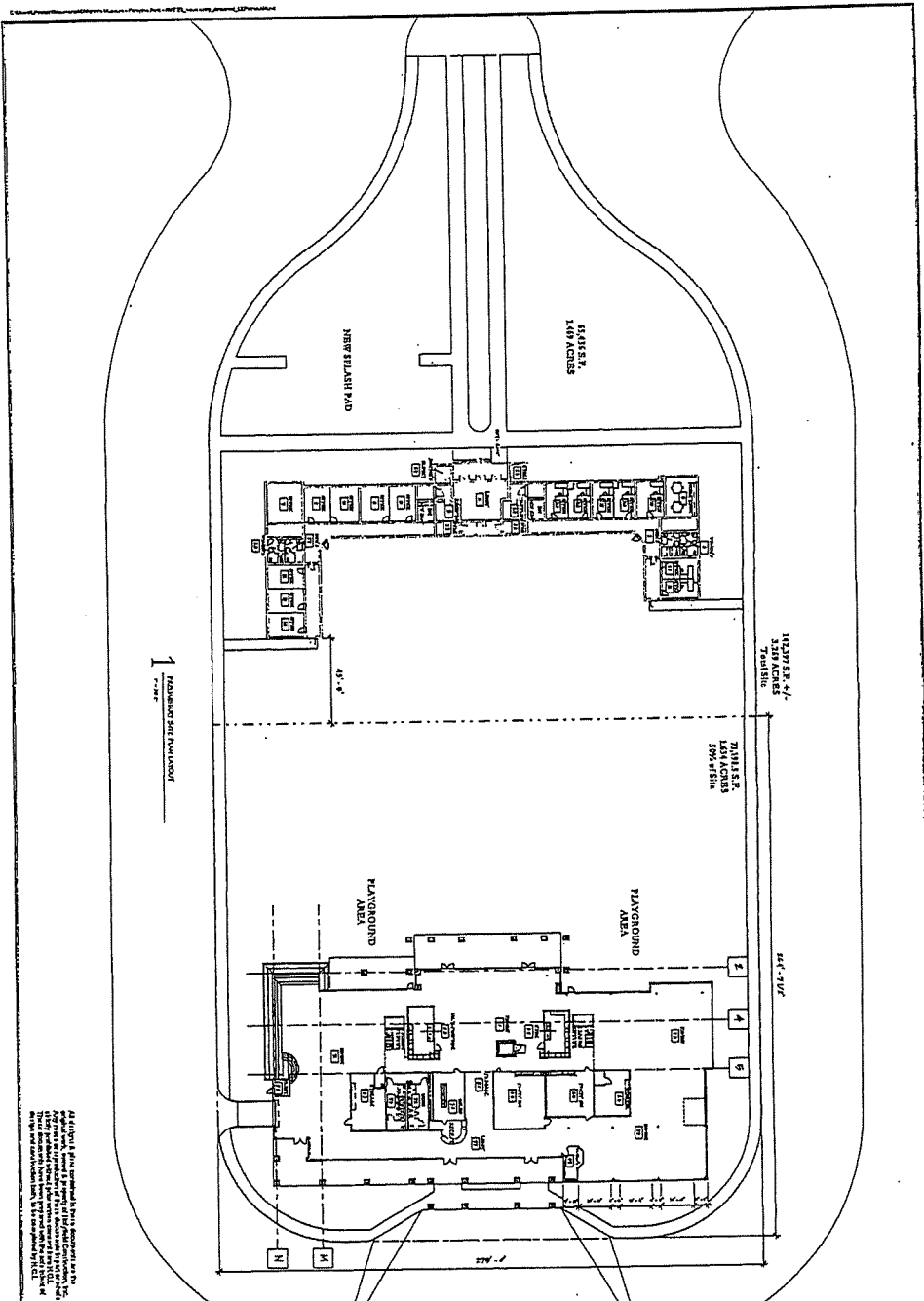
THUS DONE AND SIGNED on this 3<sup>RD</sup> day of March, 2023 at Monroe, Louisiana.

WITNESSES:

NORTHEAST LOUISIANA  
CHILDREN'S MUSEUM, INC.

Kimberly ESSEX  
Kimberly ESSEX  
Brownie Barbo  
Brownie Barbo

BY: Melissa Saye  
Melissa Saye, Authorized Representative



All data on this plan is derived from a recent aerial photograph and a site visit on 10/1/2022. The plan is not to scale. The plan is not a final plan. The plan is for informational purposes only. The plan is not to be used for any other purpose. The plan is not to be used for any other purpose. The plan is not to be used for any other purpose.

<p><b>C1.1</b> CONSTRUCTION DOCUMENTS</p>	<p>10/1/2022</p>	<p><b>SITE PLAN</b></p>	<p><b>PROPOSAL FOR CHILDREN'S MUSEUM</b> FORSYTHE PARK, MONROE</p>	
	<p>10/1/2022</p>	<p><b>SITE PLAN</b></p>	<p><b>PROPOSAL FOR CHILDREN'S MUSEUM</b> FORSYTHE PARK, MONROE</p>	<p>HENSON'S ARCHITECTURE &amp; INTERIORS</p>

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 PROPHIT 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 PROPHIT 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 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:

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

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 using 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 to 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 15<sup>th</sup> every year thereafter for the upcoming Hockey Season. City agrees to provide fifty-five (55) dates between October 15<sup>th</sup> and April 15<sup>th</sup>, 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 15<sup>th</sup> 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 15<sup>th</sup> and April 30<sup>th</sup> 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 1<sup>st</sup> through September 30<sup>th</sup>.

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' 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

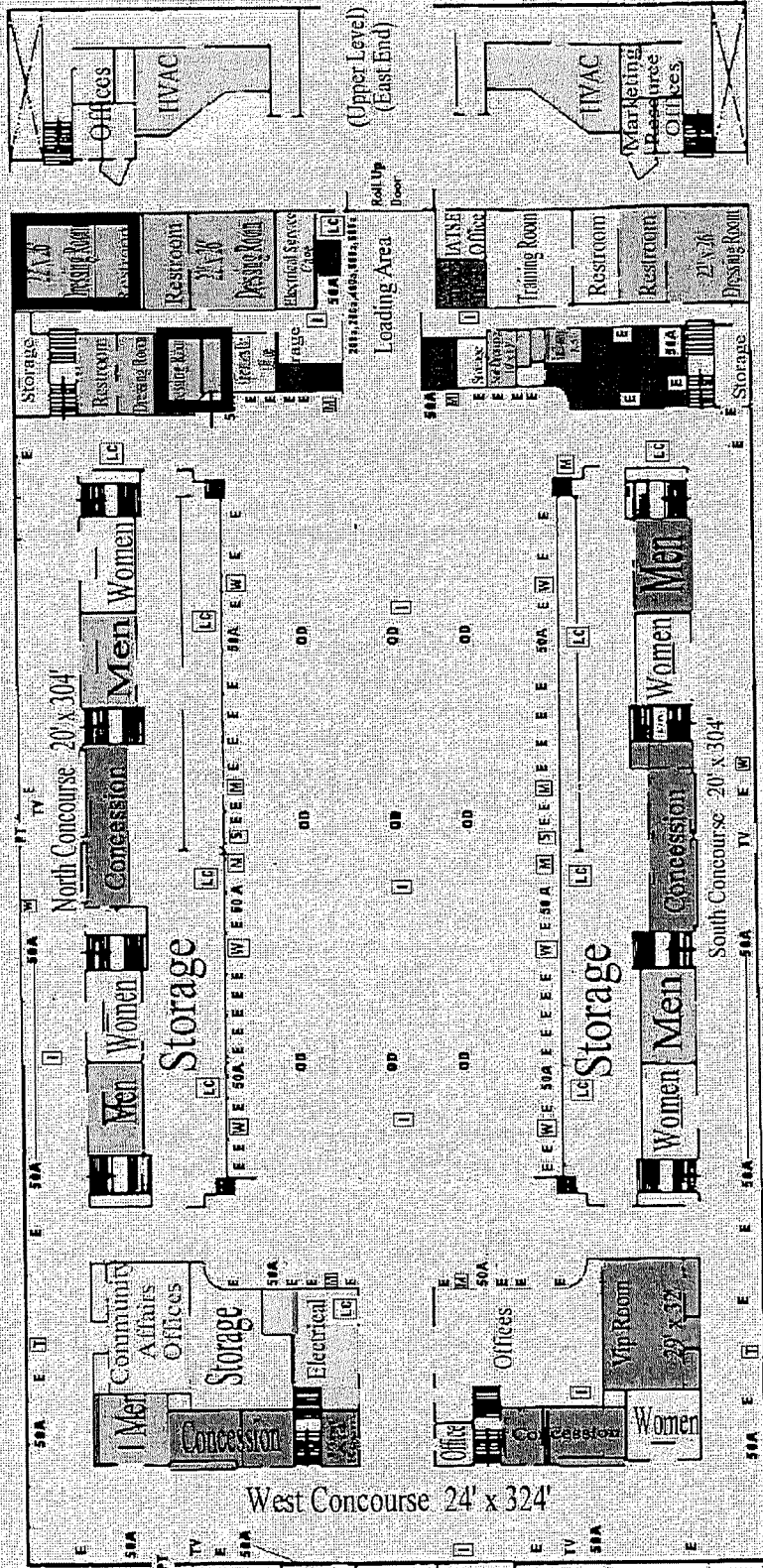
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**EXHIBIT A**  
**GAME EXCLUSIVE AREA**

# Monroe Civic Center Arena Floor Plan



ARENA	Size	Sq. Ft.	Theatre	Concert	Barquet Round	Barquet 8' Ft.	Rooms 10X9
Lobby	53X73	3,869	275	—	170	200	18
Floor	106X230	24,380	—	7,650	1,250	1,500	152
VIP Room	29X32	928	50	—	26	—	—
North Concourse	20X304	6,080	—	—	—	—	21
West Concourse	24X324	5,616	—	—	—	—	12
South Concourse	20X304	6,080	—	—	—	—	21

OD = Sound/Conc. IG  
 PT = Pass Through to Outside  
 E = Edison Boxes  
 Receptacle-120 Volt  
 94 % w/ 20 amp max  
 10% are 20 amp max  
 S9A = Nema 14-50 Range  
 Receptacle 120/160 Volt  
 Single Phase for Appliance  
 or Small Drop Box

OD = Overhead Drop Box  
 60 amp, 3 Phase-120/200 Volt  
 with Edison Breakouts

XXX A Service Disconnect  
 where XXX is 121/200, 2 Phase  
 Amperage

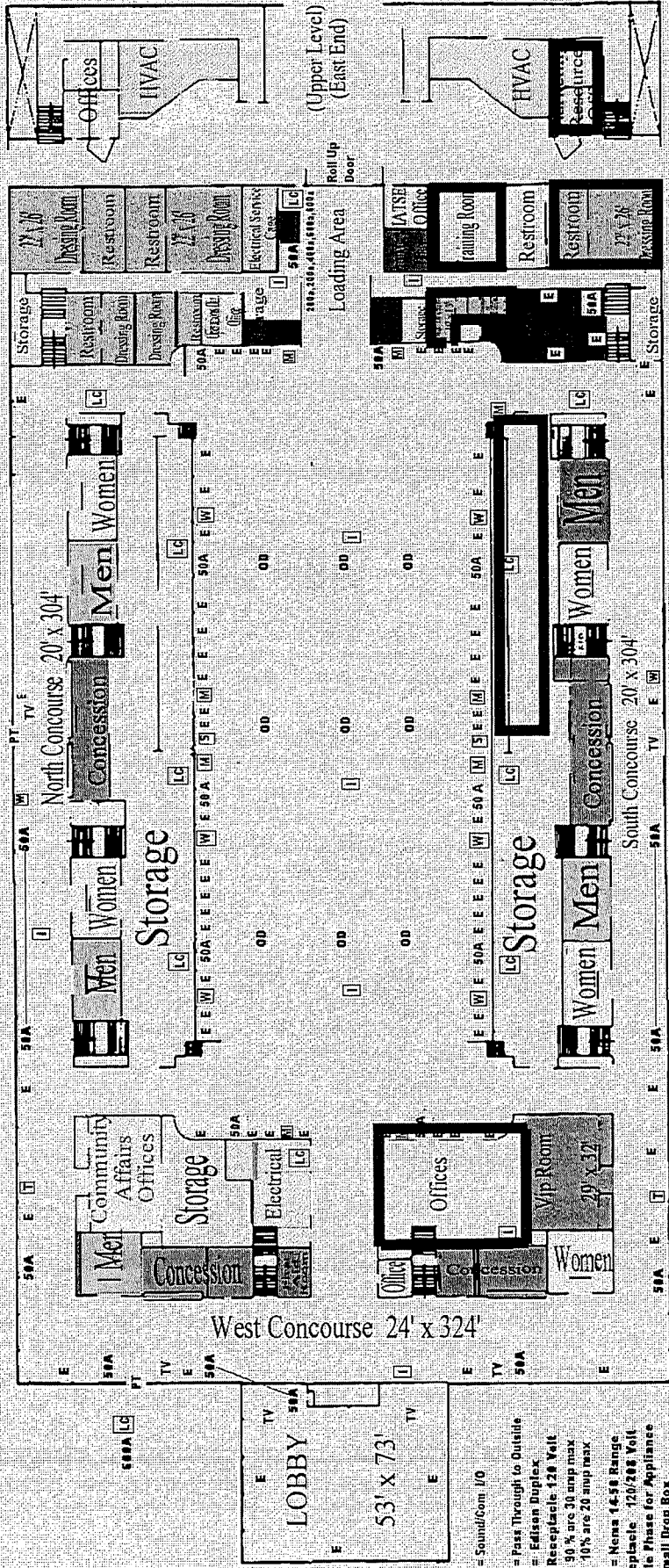
T=Telephones  
 IN=Internet Network

LG= Load Center  
 Additional Power/Circuit  
 Breakers

TV = TV monitor  
 S = Secretariat Control

**EXHIBIT B**  
**TEAM EXCLUSIVE AREA**

# Monroe Civic Center Arena Floor Plan



ARENA	Size	Sq. Ft.	Theatre	Concert	Banquet Round	Banquet 8-Ft	Booths 10'X9'
Lobby	53X73	3,869	275	—	170	200	18
Floor	106X230	24,380	—	7,650	1,250	1,500	152
VIP Room	29X32	928	50	—	26	26	—
North Concourse	20X304	6,080	—	—	—	—	21
West Concourse	24X234	5,616	—	—	—	—	12
South Concourse	20X304	6,080	—	—	—	—	21

- MI = Sound/Com I/O
- PT = Pass Through to Outside
- E = Edison Duplex
- Receptacle 120 Volt
- 30 % are 30 amp max
- 10% are 20 amp max
- SBA = Nema 14-50 Range
- Receptacle 120/208 Volt
- Single Phase for Appliance or Small Drop Box
- OD = Overhead Drop Box
- 66 amp 3 Phase 120/240 volt with Edison Breakouts
- XXX A Service Disconnect where XXX is 120/240v 2 Phase Amperage
- T = Telephones
- IN = Internet Network
- LG = Load Center Additional Power/Circuit Breakers
- TV = TV monitor
- S = Scoreboard Control

**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 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**