AGENDA
City of Monroe

LEGAL & REGULAR SESSION – JULY 23, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

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 JULY 9, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:

(Public Comment)

1. 2925 JACKSON ST.(D4) OWNER-Lucy Dale Wilford (Estate), ET AL C/O Ella Gibson
2. 108 MALVERN ST. (D5) – OWNER- Anthony Guillory
3. 4102 LEE CT. (D4) – OWNER- Woods Family Estates, LLC
4. 3710 POLK ST. (D4) – OWNER- Pearlie Irby and Danny Lenard, ET AL
5. 1109 GRIFFIN ST. (D3) – OWNER- Barbara Ferguson (Estate) & Evion Taylor (Estate)

VII: ACCEPTANCE OR REJECTION OF BIDS:
(Public Comment)

(a) Adopt a Resolution accepting D & J Construction Company, LLC's agreed upon base bid for the Monroe Regional Airport Taxiway D Construction Phase 1 Project and further providing with respect thereto. (This item was passed over at the last meeting 7/9/2024.)

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 confirming the re-appointment of Cedrick Hemphill to the Monroe Heritage Preservation Commission and further providing with respect thereto. (Muhammad)

(c) Adopt a Resolution appointing Juanita G. Woods to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (Woods)

(d) Adopt a Resolution appointing Verbon Muhammad, Sr. to the Monroe Capital Infrastructure Commission and further providing with respect thereto. (Woods)

(e) Adopt a Resolution appointing Rev. James E. Jackson, Sr. to the Interstate 20 Economic Development Corporation and further providing with respect thereto. (McFarland)

(f) Adopt a Resolution Repealing Resolution No. 8719 (Interstate 20 Economic Development Corporation Articles) and further providing with respect thereto. (McFarland)

2. Department of Administration:

Public Comment:

(a) Adopt a Resolution approving a Fiber Construction Agreement with AT&T Services, Inc. for new fiber construction services within the City of Monroe and further providing with respect thereto.

3. Department of Planning & Urban Development:
Public Comment:
None.

4. Legal Department:
Public Comment:
None.

5. Mayor's Office:
Public Comment:
None

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution approving Work Authorization No. 6 between the City of Monroe and Garver LLC for the Taxiway D Construction – Phase 1 Project at the Monroe Regional Airport and further providing with respect thereto. (This item was passed over at the last meeting 7/9/2024.)

(b) Adopt a Resolution approving a Mowing and Litter Maintenance Agreement with the Louisiana Department of Transportation and Development from July 1, 2024, to June 30, 2025, and further providing with respect thereto.

7. Department of Community Affairs:
Public Comment:
None.

8. Police Department:
Public Comment:
None.

9. Fire Department:
Public Comment:
None.

10. Engineering Services:
Public Comment:

(a) Adopt a Resolution approving Change Order No. One (1) for the Texas Standifer Trunkline Repairs Project and further providing with respect thereto. (This item was passed over at the last meeting 7/9/2024.)

(b) Adopt a Resolution approving Change Order No. Two (2) for the WPCC – Equalization Basin Dredging Project and further providing with respect thereto. (This item was passed over at the last

meeting 7/9/2024.)

(c) Adopt a Resolution accepting as substantially complete work done by the Lemoine Company for the WPCC - Equalization Basin Dredging Project and further providing with respect thereto.

(d) Adopt a Resolution approving a Traffic Signal Maintenance Agreement with the Louisiana Department of Transportation and Development from July 1, 2024, to June 30, 2025, and further providing with respect thereto.

(e) Adopt a Resolution approving a Master Services Agreement with Neel-Schaffer to provide engineering and other related Professional Services and further providing with respect thereto.

(f) Adopt a Resolution approving Change Order No. One (1) for the WPCC – Equalization Basin Aeration System Project and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance approving a two-year extension of the existing Ambulance Services Agreement with Acadian Ambulance Service, Inc. and further providing with respect thereto.

(b) Introduce an Ordinance adopting the authorized Millage Rate(s) and providing for the Levying of Special and General Taxes for the City of Monroe for the year 2024 and further providing with respect thereto.

(c) Introduce an Ordinance approving a lease between the City of Monroe and Pilots for Patients at the Monroe Regional Airport and further providing with respect thereto.

(d) Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Kevin Lee all rights, title, and interest that the City may have acquired to Lots 11 & 12, Square 21, Alexanders Addition, and that portion of an alley revoked in book 1334/673, (no situs) Dick Taylor St., District 4, Ouachita Parish, Monroe, La, by Adjudication at Tax Sale dated June 4, 2018, and further providing with respect thereto.

(e) Introduce an Ordinance Repealing Ordinance No. 12,219 (Video Bingo Tax Rededication) and further providing with respect thereto. (McFarland)

(f) Introduce an Ordinance Repealing Ordinance No. 12,220 (Special Tax Election) and further providing with respect thereto. (McFarland)

(g) Introduce an Ordinance Repealing Ordinance No. 12,225 (Purchasing and Bidding Procedures) and further providing with respect thereto. (McFarland)

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

Open Public Hearing/Public Comment/Close Hearing:

(a) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 4, H l & J s Rosenheim's Resub. Lots 11,12, 13, & 14, Sq. 6 Alexanders Addition, Ouachita Parish, no situs – Jackson St., District 4, Monroe, La, by Adjudication at Tax Sale dated June 11, 2019, and further providing with respect thereto.

Open Public Hearing/Public Comment/Close Hearing:

(b) Finally adopt an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 6, Square 11, Unit 6, Humphries Addition, Ouachita Parish, 3810 Segrest Mercy St., District 3, Monroe, La, by Adjudication at Tax Sale dated June 12, 2019, and further providing with respect thereto.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
July 09, 2024
6:00p.m.

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

There were present: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, & Mr. Muhammad

There was absent: None.

ELECT CHAIRMAN AND VICE-CHAIRMAN FOR THE COMING YEAR 2024/25:
Upon a motion by Mr. McFarland, seconded by Mrs. Ezernack to nominate Ms. Juanita Woods for Chairwoman; Voting in favor: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, and Mr. Muhammad to elect Ms. Juanita Woods for Chairwoman, 2024-2025. (There were no other nominations on the floor.)

Upon a motion by Mr. Muhammad, seconded by Ms. Woods to nominate Mr. Rodney McFarland for Vice-Chairman; Voting in favor: Mr. Harvey, Mrs. Ezernack, Ms. Woods, Mr. McFarland, and Mr. Muhammad to elect Mr. Rodney McFarland for the Vice-Chairman, 2024-2025. (There were no other nominations on the floor.)

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

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

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:
Mr. Harvey expressed his condolences to the family of Mr. Steven Hansen.

Mrs. Ezernack thanked everyone for a great year, and she said it was an honor to service as Chairman. She said Ms. Woods and Mr. McFarland will do a great job as Chairman and Vice-Chairman and she is looking forward to working with both this next year.

Mr. McFarland congratulated Ms. Woods as the new Chairman, and he thanked God for allowing him to serve on this Council. He expressed his prayers and thoughts to the Wilhite Family, better known as PPW. He said that he was a faithful member of his congregation, a well-known famous legendary DJ in Northeast Louisiana. His services will be on Saturday, July 13, 2024, at 11:00am at the Greater Free Gift Baptist Church and the visitation is Friday, July 12, 2024, from 5:00pm-8:00pm. He announced his first Chat & Chew Community Meeting where they will be having coffee, juice, and doughnuts where they will discuss what the constituents need in District 4 on Monday, July 15, 2024, at Emily P. Robinson Center from 10:00am-10:30am. He will also have another Community Meeting Downtown in August that will be announced within the next few days.

Mr. Muhammad congratulated Ms. Woods and Mr. McFarland on becoming Chairman and Vice Chairman for this year. He wanted to embrace charity in love, grace, and mercy as he walks humbly with his god. He thanked the residents and constituents of District 5 for electing him and allowing him this opportunity to serve. He will work hard to make sure that their tax dollars work for them in District 5 as well as the Southside of Monroe. He announced the Senior Citizen's Academy will begin on Wednesday, July 10,2024 at the Benoit Recreation Center over the next few weeks. If any seniors 60 and older are interested in being a part of that experience under the leadership of Assistant Chief Tellis, please sign up. He also announces that he will be having a Community Meeting Thursday, July 18, 2024, at Carver Elementary from 5:30pm-7:30pm. They will be discussing projects that are going on and upcoming projects in the City and to hear from you as citizens of District 5. He yielded his time to President Douzart of the NAACP.

Mr. Eddie Douzart, President of NAACP, thanked Mr. Muhammad for yielding his time and he invited the Council, the Mayor, and everyone to 116th Freedom Fund Banquet at the Monroe Civic Center on July 20, 2024, at 6:00pm, for $50.00 dollars per person or a table of 8 for $350.00 dollars. Their guest speaker will be newly elected Sheriff Henry Whitehorn of Caddo Parish. Their theme is Courage and Conviction Shaping a Brighter Future for all.

Mr. Muhammad said that he stands on the shoulders of the architect Mr. Charles Johnson and former Mayor James E. Mayo, who also was a Councilman for District 5 as well as the late John Smith, Judge Robert Johnson, Reuben Oliver, Sr., Attorney Eddie Clark, and Mrs. Kema Dawson. He thanked God for this opportunity to run his portion of this race and he said with the community help we can do.

Mayor Ellis announced the Community pools are open, and he expressed his appreciation to the Monroe Police Department and Monroe Fire Department, being able to provide swim lessons for the community at the Marbles Recreation Center and Henrieta Johnson Recreation Center, he encourages everyone to have their families there and enjoy the new pool furniture that the Council procured for them. He encouraged everyone to take the children out and get swimming lessons or just enjoy the pool. He gave an update on the underground drainage project, a project that is going on for the next few years that will get rid of all the debris that is clogged in the system that causes major blockages for neighborhoods that causes other issues. He said this is a citywide project and with the help of Congressman Letlow's assistance with the water bill we were able to get this done and he gave his appreciation to her for her help. He said that they had a great time at the inauguration and congratulations to everyone that was sworn in. He thanked Mrs. Ezernack as her time a Chairman for her leadership. He congratulated Ms. Woods and Mr. McFarland for Chairman and Vice Chairman, and he looks forward to getting some work done.

Ms. Woods thanked everyone for coming tonight and she thanked Mrs. Ezernack for her leadership over the last year. She said Mrs. Ezernack and herself have served on the Council for the last 8 years and they both are in their final years of service to the Monroe City Council. She thanked everyone for their support, the love, and everything they have shown over the past 8 years. She stated business will be as usual with the City Council. She further stated the Council are a group of people that are all forward thinking and about moving the City forward in a very positive way. She noted the thing the Council is most concerned about is that there is equality and inclusion across all the Districts in the City of Monroe. She said for the ones that are feeling a way, she said put their feelings aside, roll up their sleeves, and let's take care of business in the City. She said she is happy to have this opportunity to serve right now. She said that meetings are going to be decent and in order and she wanted everyone to feel relaxed. She wanted them to know that everything is going to be okay. She announced Chat & Chew With Councilwoman Woods Community Meeting on July 17, 2024, at 10:00am at the Powell Street Recreation Center. She encouraged everyone to come out so she can hear what's on their mind. She said she will not be talking but she is coming to listen to see how the City can do better. She said how to make this a City we all can be proud to live in, raise our families, and invite others to cheer with us. She thanked Mr. McCallister for getting the lights placed on the Renwick Street Bridge and she is excited about it. She said she is going to cross over the bridge and get a feel of it for herself and she will come back and tell everyone else about it.

Upon motion of Mr. Harvey and seconded by Mrs. Ezernack, and the minutes of the Legal and Regular session of June 25, 2024, were unanimously approved. (There were no public comments.)

PROPOSED CONDEMNATIONS:

(1.) Upon motion of Mrs. Ezernack and seconded by Mr. Harvey to remove from the agenda 104 Jason Dr. (D5) owner – Lorthel Pratt, Huey Mathis, & 111 Marketing, LLC. (There were no public comments.)

Mr. Muhammad stated the property is in District 5.

Mrs. Ezernack wanted to know if there was a reason the item was removed from the agenda.

Mr. Tommy James, Code Enforcement Officer, noted there is a new owner and they will have to start the process over.

(2) 2710 & ½ Gordon Ave. (D4) owner – (John H. Coleman Jr. & Abigail Land Holdings 8, LLC) Notice to show cause was served. Photographic evidence was presented. There was no one present. Upon motion of Mr. McFarland, seconded by Mr. Muhammad and unanimously approved, the building was condemned, and the property owner given 30 days in which to bring the structure into compliance with the Code or demolish the Structure and clean the lot. (There were no public comments.)

Mr. James stated this is an open dilapidated unsafe structure and it was presented in Environmental Court in January. He said it is a very unsafe structure with very high grass. They are asking the property be condemned giving the property owner 30 days.

Mr. McFarland motion to condemn the property giving the property owner 30 days to bring the structure into compliance with the Code.

ACCEPTANCE OR REJECTION OF BIDS:
(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Passover a Resolution accepting D&J Construction Company, LLC's agreed upon base bid for the Monroe Regional Airport Taxiway D. Construction Phase 1 Project until the July 23, 2024, City Council Meeting. (There were no public comments.)

Mr. Muhammad wanted to Passover this item until the first Council meeting in August.

Mrs. Ezernack wanted to know if there is a time restraint.

Mayor Ellis wanted clarification if this will affect federal funding.

Mr. Brandon Creekbaum, City Attorney, noted as far as he understands the project has an obligation of August 1st or it is a potential the City loses the funding. He said Mr. Butcher can speak to the specific because he doesn't want to speak out of term.

Mr. Charles Butcher, Airport Director, stated this is a federal funded project for the Taxiway and it is obligated by the Federal Aviation Administration (FAA) and State for this project. He stated the funds run in cycles and the City run the risk of losing the grant, but he is not sure of the deadline.

Ms. Woods stated the Council gets an opportunity to meet again prior to August 1st. She wanted to know why Mr. Muhammad asked the Council to Passover this item.

Mr. Muhammad stated he has a meeting with the Mayor and wanted to know a little more about it. He said if it's pressing it should have been on the last meeting and he is just coming into the knowledge of it. He said this is a big project and he wanted to make sure he is making the right decision. He said he hasn't had the opportunity to speak with anyone about it.

Mayor Ellis wanted to know if Mr. Butcher can look into the deadline and his only reservation is the City missing a deadline for a 100% funded project from the State and the federal government. He said this project has been before the previous Council and this is the fourth time now.

Mr. Creekbaum said it was brought back for advertisement last year and the Council approved. He said the bids were rejected because the amount was too high. He said it was brought back May of this year and this is the final adoption because the project is within budget.

Mayor Ellis stated the project has been in the airport improvement plan for five years.

Mr. Muhammad stated he thinks this is important and it's important for him to be informed on what he is voting on.

Mayor Ellis advised Mr. Butcher to get on the horn with somebody and he wanted the Council to be informed if it doesn't pass tonight will the City jeopardize a twelve million dollar project. He said it's not fair to the Council to not know that and he doesn't want to miss this opportunity. He said he doesn't have an issue with passing it up and talking more about the project.

Mrs. Ezernack noted the City finally got the bid within what the budget allowed.

Mr. Creekbaum reiterated this is a fully funded FAA and State project. He said the agreed upon bid number has been approved by the FAA.

Mr. Butcher noted he was waiting on the notice from the FAA stating that they would agree with the bid price, and he received the email that the FAA agreed with the engineer.

Mr. McFarland noted Mr. Creekbaum stated this needs to be done by August first.

Mr. Creekbaum noted in his discussion with the purchasing division or with the airport director the deadline of August 1st was mentioned. He said that is why he deferred to Mr. Butcher or purchasing because he didn't want to be inaccurate on that number.

Mr. McFarland said he doesn't want pressure on Mr. Butcher to give the Council a number out of the air saying the Council has to do this tonight. He said his issue is awarding a bid of 12 million dollars and he doesn't see anything about DBE which is problematic for him. He said he desires as a Councilman that any time projects like this are placed on the agenda that there be some conversation beforehand. He said he will not support it tonight and he said they can talk about it but it's not going nowhere with him. He noted he has a meeting tomorrow with the Mayor at 1:30 and maybe they can try to iron this out and get additional information.

Mr. Curt Kelly, Director of Purchasing, stated when a project comes before the Council for permission to advertise that is when the DBE goal is discussed. He said all projects go before the internal DBE committee but on federal projects the DBE goal are approved by the FAA. He further stated any project that is federally funded for the airport has already been approved though the FAA. He said the FAA sets a goal which the City has an approval letter from FAA for the City DBE goal. He said when the City gets permission to advertise from the City Council it goes before the Council. He said that is when the DBE goal is discussed, and the Council approves go forward with advertising a project. He said the reason the Council don't see anything in this particular resolution is because it is not time for the DBE goal and the it is discussed prior. He said the reason it didn't come before the last Council at the time of the bid opening it fell between two different Council meetings and they had to wait on approval from FAA. He said the DBE goal was already approved and set back in May.

Mr. McFarland noted the former Council rushed through so many other things in the last three meetings and they could have easily put this item on the agenda too. He said either way he is entertaining the Council Passover this item.

Mr. Kelly stated for clarification that when the City put a project out for bid the City comes before the Council for permission to advertise and advertise within 60 days. He said it is a public bid which range anywhere within the 60 day timeframe, and it has nothing to do with the Council from that point. He said the bid opening was the end of June right before the last Council meeting and by law the City have to give the contractor 3 days when it is an FAA project to get their documents. He said once the City gets the 3 day documents they then have to get approval from the FAA. He said none of this is the City funds and it is all FAA funds. He said that is why it couldn't be rushed the City had to get approval from the funding authority.

Mr. Muhammad noted he is concerned that he doesn't have information and he needed to meet with Administration about what is going on. He said he is not trying to hold up any project and he think the City needs the project.

Ms. Sonya Jacobs, said she is going to digress because the Council will go into further discussion, but she wanted to reiterate there is too much ambiguity around the entire process of inclusion. She said the City is not at all intentional with the approach of inclusion. She said as it relates to the DBE goal which is her area of expertise, and she is an SME. She said she digress at this juncture because there has to be more intentionality as the City approach the future of all these projects and the multiplied millions that will be spent of the taxpayers' dollars.

Ms. Woods wanted to know if there is anyone Mr. Butcher could get on the phone with to tell the Council today when the obligation is.

Mr. Butcher stated he would contact the program manager.

Mr. Creekbaum noted even if it is August 1st, but it may be later, and he hope it is. He said there is another meeting between now and then. He further noted for Councilman McFarland the DBE goal on this project approved by the Council in May 2023 was 8.31% and the DBE approved May of this year was also 8.31%. He said that was the amount approved by the FAA through there guidelines and process.

Mr. McFarland stated the Council will definitely need to revisit that with those numbers.

Ms. Woods stated the Council is not trying to jeopardize the money. She wanted to know if the City is certain there will be another meeting.

Mrs. Ezernack noted the next Council meeting is July 23rd.

Ms. Woods wanted Mr. Butcher to check, and she stated if the Council need to table this and come back that is what they will do.

Mr. McFarland said if the Council has to come back before July 23rd the Council can always call a special meeting. He said he believes the Charter states it only takes three Council members to call a special meeting.

Mr. Creekbaum noted, or the Chair can unilaterally call it.

Ms. Carlous Riley, Council Clerk, wanted clarification of the date to Pass over.

Mr. Creekbaum stated the original motion of Mr. Muhammad was the first meeting in August.

Mr. Muhammad noted if he finds out the deadline the Council can change it.

Mr. McFarland stated the Council can't do the first meeting in August if it is due by August 1st.

Mr. Harvey wanted to know if the July 23rd meeting would work.

Mr. Muhammad reiterated he doesn't know the deadline. He motion to postpone until the first meeting in August pending if the deadline falls in July prior to August 1st. He further stated if not the Council can pass it over until the first meeting in August.

Mr. Harvey wanted to know the reason to go two meetings.

Mr. Muhammad noted he has no problem with it being the next meeting and he needed information on what is going on.

Mr. Harvey noted he would support Mr. Muhammad motion for the July meeting.

(b) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8736 accepting the RFQ Response of Service Group Unlimited, LLC, to provide environmental review services for the Lead Hazard Control Reduction Grant and further providing with respect thereto. (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Council:

(a) Upon motion of Mr. McFarland, seconded by Mr. Muhammad and approved Resolution No. 8737 amending Section 2.3 of the Rules of Procedure of the Monroe City Council to provide additional duties for the Council Chairman and further providing with respect thereto. (Mr. Harvey & Mrs. Ezernack Nay)

Mr. Creekbaum stated in the transcription of the resolution the City provided a revised resolution and the words of the Council were emitted from the last sentence, but it was corrected.

Ms. Brenda Joyce Williams, 502 Carlton Avenue, wanted to know what are the additional duty of the Chairman means.

Mr. Creekbaum stated Rule 2.3 describes the duties of the Council Chair and begins with the Council Chair shall preside over the meetings and provide several additional duties. He said the proposed change is to add a sentence to the duties of the Chairman that says, "The Chairman shall review and approve all items to be placed on the Council agenda." He said it will provide the Chairman the authority to review and approve all items before they can be placed on the agenda.

Mrs. Ezernack stated she would like to know the rationale behind this item and what it really means. She said if the Chairman takes something off the agenda that means the rest of the Council doesn't have an opportunity to talk about it. She further stated she has a concern that it is not being done in a public meeting as well as there is no discussion about it. She noted how would the Council know what has been removed as a Council person. She wanted to know how as a Council person it would affect projects she, engineering, or any other person may have. She further noted she really has a problem with supporting this and it's taking away some of the things the Council were elected to do.

Mr. Harvey stated he thought the Attorney General (AG) opinion that came out years ago was a positive for the Council. He said he feels this is something that ultimately benefits the Council because they all have their unique set of issues with constituents. He said thinking beyond today or even four years from now it will all hopefully look different. He said the Council have seen times where a Council person would hold appointments even though another Council members where putting them on there. He further stated he thought the AG opinion got the Council back to the right place and it feels they are going backwards again.

Mr. McFarland noted this is a City Council meeting and he doesn't believe the Chair will object to a Council person putting something on the agenda. He said he is in favor of this, and the Chairperson is the gatekeeper, and it gives that person the opportunity to look over the items and approve them. He said he don't believe if a Council person puts something on the agenda that it will be taken off or remove without the Council's knowledge.

Mr. Harvey stated if the Council felt strongly about that the Council could codify that and ultimately put it in the language. He said then it takes the subjectivity out of it.

Mrs. Ezernack noted if she has a project that comes through Engineering, but it is taken off. She said that is still a project in her District that she should have an opportunity to talk about and support. She further stated that has to happen among the entire body and it doesn't need to be the responsibility of one person to make that decision. She said they're going to be trying to find all the information before the meeting or the agenda comes out to find out all the particulars of it. She said even though they are talking about Council putting something on the agenda she thinks it's a little deeper than that.

Mayor Ellis stated Councilman Harvey brought up a very good point and he wanted to know how that conflicts with the AG opinion.

Mr. Creekbaum said it doesn't and he reviewed the AG's opinion, and the AG opinion was requested he thinks two years ago by Senator Katrina Jackson, joined by Representative Adrian Fisher, and Ms. Pat Moore. He said at the time there was some issues about who had the power to add things to the agenda and the opinion was sort based on the law, the Council rules, and the Charter about who has the authority to add items to the agenda. He said the ultimate opinion of the AG was that any Council member had the authority to add an item to the agenda long as it is requested before the 3pm deadline. He said the reason for that opinion was based on the fact that there is no provision in the law that governs how the agenda must be sent and the Home Rule Charter jurisdiction which the City had no specific item in the Charter that said how the agenda is set and approved. He said tonight the Council is proposing to change those rules to specify how the agenda can be set.

Ms. Marie Brown, 1002 5th Street, noted she is hearing a lot of laws and facts but a while ago the City had a material change in something and it was allowed to go though without bringing it back before the Council again. She said there was a removal from the engineer department with no transparency and statement made that the City have to keep things a secret, so people won't know. She said now the City has a chance to make sure that the citizens are being treated fairly and know what is going on. She noted to quit making things one sided when it comes to the community and if the Council know the rules now they knew the rules in the past. She said if they keep it business as unusual nothing will change, and she said there are a lot of things she wanted an explanation for. She said last time the Council approved $250,000 for a change order and she went down Parkview Drive and she doesn't she anything being done. She said the Council should do an independent audit so the citizens can see where the money has been spent. She said she hear the big numbers but don't see the big work. She said allow the Council to work together and if they know the rules and regulations now it's amazing they didn't know them in the last four years.

Mr. Curtis Garth, 2300 Georgia Street, stated he has requested to get on the agenda over and over again since March 8, 2021. He said it's in writing and he wanted the people to hear for them to make a decision on what they want to do. He said folks have skillfully avoided doing it.

Ms. Paticia Turner, 315 Marshall Drive, stated the good news is that the City currently have a Chairperson that the Council feels will be equitable and agreeable that the Council will engage and work together. She said it's alarming that moving forward what happens when that is not the case and when the Council get to situation with conflict. She said the reasonable thing to do as a Chairperson is question each Council persons on what the agenda would look like and what is necessary and needed at that time. She said moving forward beyond this Council to put that in place is very scary especially if the City have someone who comes in who have their own personal agenda and doesn't have the best interest of the City at large.

(Before moving to the next agenda item with no objection from the Council Mr. Creekbaum stated Mr. Butcher spoke with the FAA and the deadline is July 25th. He said the item would have to be considered at the next meeting and the FAA would be notified of the outcome that evening.)

(b.) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved Resolution No. 8738 confirming the appointment of Anna M. Reed to the Board of Commissioners for the Southside Economic Development District and further providing with respect thereto.

Mr. Muhammad stated Ms. Reed will represent District 5 for the Southside Economic Development District (SEDD) Board. He said he is committed to seeing SEDD work and the last four years the City has had problems with SEDD. He said he is committed to putting people who will attend the meeting and he is concerned that the Mayor has two appointments currently with SEDD.

Mr. Creekbaum noted that issue has been addressed and he thanked Mr. Tony Little for pointing that out. He said the City records indicate that Mr. Goodin expired January, but it was actually October. He said the City did inform Ms. Steveson he appointment is invalid, but it will be in October.

Ms. Anna Reed, 1902 Medra Drive, thanked Mr. Muhammad for putting her on the board and she said she has an opinion that men may not like. She said that women work, and men talk, and she is happy for the appointment.

Mr. Tony Little said he think Ms. Reed has been a part of Reverend Roosevelt Wright's safe neighborhood community and he said SEDD did need some women on the board. He said he said he has been an advocate of women coming to the board and may be if she don't believe men work maybe some Council people will weigh in as to how much he bug people about the City issues.

(c.) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8739 approving a Professional Services Agreement with Proworks Productions, LLC to provide Videography Services for the Monroe City Council and further providing with respect thereto. (There were no public comments.)

(d.) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8740 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for Angela Fraleigh: With Ready Eyes, at the Masur Museum of Art) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance) and further providing with respect thereto. (There were no public comments.)

(e.) Upon motion of Mr. Harvey, seconded by Mr. McFarland and unanimously approved Resolution No. 8741 granting an exception to the Open Container Ordinance to the Twin City Art Foundation for an Exhibition Reception and Talk for Julie Crews: I'll Be Right With You, at the Masur Museum of Art) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance) and further providing with respect thereto. (There were no public comments.)

Department of Administration:
(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved to Consider an Application by Marisol Rubio Purata dba Taqueria San Luis, 4331 Sterlington Rd., Monroe LA 71203 for a RENEWAL 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) (There were no public comments.)

Mr. Muhammad wanted to know where this is located.

Mrs. Ezernack said it is where the Old Magic Grill used to be on Highway 165.

Department of Planning & Urban Development:
(a) Upon motion of Mrs. Ezernack, seconded by Mr. Harvey and unanimously approved Resolution No. 8742 approving the submission of the city of Monroe's fy 2024 Annual Action Plan to the U.S. Department of Housing and Urban Development, Community Development Block Grant Program (CDBG) Project No. B-24-MC-22-0005 in the amount of $732,121.00 and the Home Investment Partnership (HOME) Grant Program Project No. M-24-MC-22-0206 in the amount of $303,884.00 and further providing with respect thereto.

Ms. Kenya Roberson, 116 Glenwood Drive, stated she is appreciative of this item. She said a couple years ago when she learned of this project she begin to ask about the procedure and how other nonprofit organizations can be apart. She said this year she was given the information early enough where she could get it to some of their members. She said she was very pleased with the presenter who met with them, and she thinks United Way was a part of this as well. She said Ms. Hill and Ms. Tisa Dhaliwal, Compliance & Research Coordinator answered questions, had virtual meetings, and

in person meetings were quite transparent. She said it should not stop with this and she said the presenter was amazing. She said these are the type of things the Northeast Black Chamber can assist, and they just have to be made known of the process and opportunities.

Mrs. Ezernack stated she has heard great things about the facilitator from other people who attended the session.

Ms. Ellen Hill, Director of Planning and Urban Development, stated the training that was offered for nonprofits started out through the public hearing. She said it is always a challenge to get the community informed, engaged, and educated so that they can come to them with project ideas. She said they are grateful the Council thought this was worth investing. She said they leveraged grant dollars along with the Council dollars in order to make it happen. She said she believes Mrs. Yolanda Washington, Internal Auditor, has been working with the facilitator and talking with the Council in order for them to continue to offer the training. She said the goal is to build the community by building organizations and they have set aside CDBG money again in their proposal to continue working with United Way. She said the coming months they will come before the Council to talk about what that investment looks like because they look at it as an investment in the community.

Ms. Woods thanked Ms. Hill for the good work she does in the community, and she said those dollars will really help people.

Ms. Hill said every year they come before the Council with their action plan to propose different activities. She said she wanted to highlight that funds are always challenging. She said they have lost a total of $59,000 in CDBG funding just from last year until this year and a little bit of HOME dollars. She said there is a tight competition for those dollars that is why they look for other grant funding.

Department of Public Works:
(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Passover a resolution approving Work Authorization No. 6 between the City of Monroe and Garver LLC for the Taxiway D Construction – Phase 1 Project at the Monroe Regional Airport until the next City Council Meeting July 23, 2024. (There were no public comments.)

Mr. Creekbaum noted this item is paired with item (a) under Acceptance and Rejection of Bids.

Engineering Services:
(a) Upon motion of Mr. Muhammad, seconded by Mr. McFarland to Passover a Resolution approving Change Order No. One (1) for the Texas Standifer Trunkline Repairs Project until the next City Council meeting July 23, 2024, and further providing with respect thereto. (Mr. Harvey & Mrs. Ezernack Nay)

Mr. Muhammad stated this project he needed to learn more about because he keeps seeing it on the agenda and it is affecting the whole city. He said particularly a lot of people in South Monroe and lot of yards are messed up. He said it is a major project that has been going on for years, but he doesn't see it progressing as it should.

Mr. Morgan McCallister, City Engineer, noted this project has gone on for a quite a long time and he would love to sit down to explain a lot of the details around this project. He further noted this is Phase 1 of the Texas Standifer Trunkline and the first phase is 92 hundred linear feet, and the City is coming back with cured in place pipe (cipp) lining. He said the entire line is roughly eighteen feet below grade and in order to get to that the City have to do some major excavation that include trench boxes, benching, and things of that nature. He said this project is specifically in the street right way and he said it runs from Southwest to Northeast. He said beyond that 92 linear feet is another 6000 linear feet to the Texas Lift Station at Ouachita Avenue which is Phase 2 that the City is currently cleaning.

Mr. Muhammad wanted to clarify if this is the item the contractor is asking for more time.

Mr. McCallister said yes, they are asking for 86 days, and he said from manhole to manhole the crew that is doing this work have a limited amount of time to get the cipp lining in place. He said it's an inverted component that is placed within that line and that stood on scaffolds.

(Mr. Harvey leaves meeting at 7:16 pm.)

(Mr. Harvey returns to the meeting at (7:18 pm.)

Mr. Muhammad wanted to know what is causing the mains to break.

Mr. McCallister stated fifty years of deterioration and the City is rebuilding the line. He said it serves 2/3 of the City of Monroe. He said if they don't get it in the City can lose two hundred thousand plus dollars. He further stated this not adding any money and it is just days.

Ms. Brown wanted to know where is Texas/Standifer.

Mr. McCallister noted this reference the Texas/Standifer project.

Mr. Muhammad stated it runs from Texas Avenue down to Standifer.

Ms. Brown wanted to know how long the contractor have been working on this project.

Mr. McCallister said about a year and a half.

Ms. Brown said when you live in a community but don't really see this kind of major work going on. She said she rides around her community constantly looking for work she sees on the agenda that suppose to be going on. She said she would like to know exactly what kind of work is going on because she just doesn't see it. She said she need to see the crew out and she noted the overpass on Orange Street was shut down for a long time. She further noted when they finally left she went up there and she saw no improvement. She said she sees all the stuff being blown out, but she never see any trucks in her neighborhood hauling off debris that has been blown out with the six million dollar truck.

Mr. Muhammad wanted to know the rewarding benefit when this is completed in terms of the Trunkline.

Mr. McCallister stated the City is going to achieve reclaiming capacity within that main artery in the City that serves 2/3 of the City of Monroe. He said the City has a host line that was slip lined roughly 50 years ago that is coming off. He further stated there is tar like material and it has been great effort to caught that before it hits the wastewater treatment plant.

Mayor Ellis noted the City have three major sewer trunklines that cut through the City, and it was severely impacted to the point for two miles it stopped up. He said the City could not give a Will Serve letter because the City could not serve the capacity of new homes being built with sewer. He said it was one of the City's biggest challenges from an infrastructure standpoint that restricted growth for the community.

Mr. McFarland noted the City has a contract and there should be a penalty for not completing it at a certain time. He said now the City is coming to the Council for 86 more days but either way they have to complete the job, but they will owe the City. He said if the job is not complete by a certain time unless it slipped through the cracks to not put a penalty in the contract concerning the deadline.

Mr. Creekbaum noted liquidated damages is what are frequently referred in long scale construction contracts. He said the contracts are normally built in that the owner (the City) will make reasonable allowances for things beyond the contractors control. He said Mr. McFarland is absolutely correct, if considering normal and reasonable customary allowances such as weather delays; if the contractor fails to meet the deadline then liquidated damages are the standard penalty.

Mr. McFarland wanted to know who keeps up with the weather days and how can it be verified.

Mr. McCallister stated the City keeps up with the weather days through CNI contract with Arcadis. He said there is a fulltime inspector on site and the City does periodic inspections which is logged. He said there are daily reports that are generated for this project and the City have a monthly report meetings on all projects.

Mr. McFarland wanted to know if the report is in the Council's packet.

Mr. McCallister said no sir it was not, and he said he is referring to daily reports.

Mr. McFarland stated maybe he missed something that gave verification that that actually happened. He said he is not buying the 86 days at this time, and he said maybe after the meeting with the Mayor it can be revisited. He said if Mr. McCallister can get documentation to convince the Council otherwise, he has no issue.

Mr. McCallister noted when the City ask for additional days he will provide the Council with documentation. He further noted if the City move to applying liquidated damages on every project the City could potentially run into issues of getting bids. He said the City will become known for slapping contractors with liquidated damages for consideration.

Mr. McFarland reiterated to have the information in the packet and the Council wouldn't have all these questions. He said tonight is a lesson learned and he is not for the 86 days just to give it.

Mr. Creekbaum stated there's a motion and a second to approve the Change Order as presented. He said the daily reports that are generated are usually field logs and there will be a daily report for everyday this project is entered.

Mr. McCallister addressed the Council to state just like any new question he has got he will be prepared for that the next time it is asked for.

Mrs. Ezernack said on the last pages of the document there are a couple of signatures where they went back and forth on some of the cost, and some was deducted and some added. She said in the very last part talks about the days and the items they came up with to get the 86 days as well. She said this is standard procedure in any kind of project that is weather dependent.

Mayor Ellis said this one presented multiple challenges because the City could not send a camera down the line assess the line. He said moving forward when requesting additional days, the City will have the supporting documentation to help the Council make their decision.

Mr. McFarland stated if the motion fails tonight the prevailing side will have the right to bring it back at the next meeting.

Mr. Muhammad wanted to know if the Council could amend the motion to bring the item back next meeting.

Mr. Creekbaum stated the Council can make a motion to substitute a motion.

Mr. Muhammad motion to Passover this agenda item until the next Council meeting.

Mr. McFarland second the motion.

Mr. Creekbaum stated Mr. Harvey can override with a substitute motion.

Mr. Harvey noted there was already a motion.

Mr. Creekbaum noted during the period of debate Mr. Muhammad motion to substitute and override that motion.

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and approved to Passover a Resolution approving Change Order No. Two (2) for the WPCC – Equalization Basin Dredging Project and further providing with respect thereto. (Mr. Harvey & Mrs. Ezernack Nay)

(Mr. Muhammad motion to adopt and Mr. Harvey seconded the motion)

Mr. Muhammad wanted to know when the City would expand the dredging project and he said Young's Bayou is in severe need of dredging.

Mr. McCallister stated this particular project is related to sewers and this is at the wastewater treatment plant. He said it is twenty-eight acre equalization basin and it absorbs the shock whenever the City have loading of flow coming into the treatment facility. He said this will give the City roughly a foot and half of dredging for extra capacity.

Mr. McFarland stated his concerned of the Council approving a change order and it is supposed to be completed on tomorrow.

Mr. McCallister noted if the days are approved it will be substantially completed. He said the City have to do a walk through inspection and will provide a punch list in the contractor's presents and the design engineer. He said ultimately would come to the Council for approval for substantial completed and following that they will have 45 days to kept those items on the punch list. He said once that is completed the retain will be released to them and the project will be in final completion.

Mr. McFarland noted in the original contract there is a penalty for not completing it at a certain time.

Mr. Creekbaum said that is correct, he said according to the letter from the Lemoine Company the previous substantial completion date was May 23, 2024.

Mr. McFarland noted his issue is the letter was given to the City on June 17th and if there is a penalty for the company to be paying the City but not meeting the deadline. He wanted to know will the Council continue to see patterns of this every time a contractor can't meet a deadline. He further noted this is a red flag for him because it is only one day and that is tomorrow. He said it's already behind schedule and money is already owed to the City.

Mr. Creekbaum said dealing with construction contracts weather is not typical and this is something the City will encounter on every project. He said if the procedure needs to change it's the Council pleasure on this. He said it is typical to amalgamate all weather delays and do it in one change order. He said weather change orders are typically towards the end of the project to say which days. He said liquidated damage provision are a healthy enforcement tool in any construction contract and liquidated damages is something the City doesn't shy away from.

Mrs. Ezernack noted that didn't stop the contractor from meeting the deadline of tomorrow and they are cleaning up the days they missed in the past.

Mr. Creekbaum noted it is because of the weather delays that the project was not completed by May 23rd.

Mr. McFarland noted the contractor said there is no additional cost for this request, and he would put the same thing in the letter if he was the contractor.

Mr. Creekbaum stated this is not the contractor preparing the letter but the City's retained engineer overseeing the project.

Mr. McFarland said that is correct, and the person who is supposed to investigate and bring back the correct information. He said again the City is saying this will be completed on tomorrow but have already factored in the 45 days. He said the tomorrow date is problematic for him and it is problematic for the Council to approve this, and it is already factored in that the contractor will get 45 days.

Mr. Muhammad wanted to know what does substantial completion mean.

Mr. Creekbaum said it is a legal term which would be punch list items or clean up items.

Mr. McFarland said it was already thought through that it would be approved by the Council because of the pass practice.

Mr. Creekbaum said he is making a general observation that an owner is normally contractually obligated to provide allowances for weather. He said generally it is not a matter of the City granting days to allow an extension of completion of a project. He said if work is not allowed because of some circumstances then the City is contractually obligated to provide the contractor those allowances. He said the change orders are the way that is a counted for in the contractual process.

Mr. Muhammad said he is concerned the item is put on for the ninth and the Council have to vote because it's tomorrow. He said if the City need the 48 days shouldn't have come 48 days earlier.

Mr. Creekbaum said he thinks it's incorrect to say that a vote is for tonight because of the substantial completion date. He said this contractual accounting whether it occurs today, or the next meeting does not make a difference from the accounting process.

Mr. McFarland wanted to know if the City put rainy days in the contract.

Mr. Creekbaum said there will be contingencies and he doesn't have the specific.

Mr. McCallister said on each contract the City works with the design team and estimate the time of completion for a project. He said it is kind of a balancing act for a lack of better terms and if the City have a project and really want it to be done in 60 days the City specify in the contract document. He said if the City doesn't allow enough time the City gets a higher bid price or coming to ask for additional days to be approved. He said giving to many days the City can run into the contractor putting the City on the backburner and won't put forth much effort to get the project done. He said it is always a balancing act on determining the days that go into the bid documents. He said the City assume weather days but that is a figure that they come up with based on the time of the year of

construction. He noted there is nothing in the contract that says there are fifteen weather days allowed in this construction and he is not saying it's never done.

Ms. Marie Brown, 1002 South 5th, said it looks like over the last four years the City have become the change order city. She noted the City is hiring people who are not professional enough to do these jobs and once they bid on the job they say they can handle the job. She said it seems the City is always doing change orders on money or time. She said at some put the City will have to start holding people accountable for what they sign a contract to do.

Mr. Muhammad said to Passover because he hasn't talk to nobody and he is trying to figure it out.

Mr. Harvey withdrew his motion.

Mr. McFarland second the motion to Passover this item.

(c) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8743 approving Supplemental Agreement No. seven (7) between Volkert, Inc. and the City of Monroe for the Kansas Ln Ext. (Bon Aire-Old Sterl.) Phase 3 Project (H.007289) and further providing with respect thereto. (There were no public comments.)

(d.) Upon motion of Mr. Harvey, seconded by Mrs. Ezernack and unanimously approved Resolution No. 8744 approving a Master Services Agreement with Infrastructure Consulting & Engineering (ICE) to provide engineering and other related professional services and further providing with respect thereto.

Mr. Muhammad wanted to know if the City have someone in house that can do the consulting.

Mr. McCallister said no sir, he stated they are a local organization, and the City has contracted with Ardaman & Associates, but their closes office is in Shreveport, LA. He said the turnaround time is unacceptable and ICE has a local office and have been good at responding when they are needed in the field for all testing.

Mr. Muhammad wanted to know where they are located.

Mr. McCallister noted 104 Kansas Lane.

Mr. McFarland wanted to know if the company is from South Carolina.

Mr. McCallister said yes sir, which is the Head Quarter office, and they have twenty-six offices in Louisiana, Texas, and up and down the East coast.

Mr. McFarland stated he thinks the Council needs to have a sit down conversation and try to look at some things. He wanted clarification if there was no one in Louisiana.

Mr. McCallister said yes sir there are plenty in Louisiana, but the City has the opportunity to work locally with a proven company and that is the route the City should go in his opinion. He said they have done a phenomenal job on other projects and a lot of work in the State. He said his goal is to utilize them for testing and if needed for CNI. He noted they have helped move along the Kansas Lane Extension project where the City is currently 144 days ahead of schedule because they are local and have experienced personnel. He further noted he has no project he is directing them to at this moment, but it is to get them on the books.

Mr. McFarland wanted to know if there was anyone in the department that could do any of this.

Mr. Creekbaum stated this is physical laboratory testing.

Mr. McCallister noted there's a plethora of testing that are outlined in the packet such as density testing, taking samples back to the lab, required to pour concrete samples to be broken and tested in the lab, and geotechnical reports. He said there are a number of things that they do they allows the engineers to make better decisions on their design for roadways and of course buildings.

Mrs. Ezernack noted is a very specialized type of engineering.

Mayor Ellis stated it would be highly irregular for a municipality to have it's own testing lab.

McCallister noted he would go out on a limb to say that doesn't exist.

Mrs. Ezernack said she thinks they have the liability as well performing the test in the laboratory and presenting that information rather than the City taking on that type of liability.

Mr. McCallister stated they follow stringent criteria in regard to their testing.

Ms. Woods stated for clarification that the City is looking to bring this company into the fold to use them as needed. She said not someone the City will be paying and there is not a dollar amount that has been assigned to them to come in to do work for the City.

Mr. McCallister said that is correct, he said Ardaman has been great, but the City had crews shut down waiting on them to come do the testing. He said if the City have a Master Service Agreement in place with them if he need to have something tested for whatever reason they will be on the job site fairly quickly.

Ms. Woods wanted to know if that will be for any project the City is working on.

McCallister said yes and no, there are some DOTD projects that will have their own testing laboratories.

Mr. Creekbaum noted this is a non-exclusive Master Service Agreement and if another testing company locally provides these exact same services he is sure Mr. McCallister would be happy to meet with them and look at a similar arrangement.

Mr. McCallister noted that is outlined in Article 1.

Ms. Kenya Roberson, 116 Glenwood Drive, wanted to know if they are going to be on the list as needed will the City pay them to be an on call facility.

Mr. McCallister no ma'am.

Mr. Creekbaum stated the Council is approving the rates for the testing and that would be the only money the City will pay if the City use them for testing.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:
(a) Upon motion of Mr. Muhammad, seconded by Mr. Harvey and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 4, H l & J s Rosenheim's Resub. Lots 11,12, 13, & 14, Sq. 6 Alexanders Addition, Ouachita Parish, no situs – Jackson St., District 4, Monroe, La, by Adjudication at Tax Sale dated June 11, 2019, and further providing with respect thereto.

Mr. Muhammad encouraged the community to buy property and in South Monroe there are plenty of areas for sell. He wanted to know where the community can get a list of adjudicated property.

Mr. Brandon Creekbaum, City Attorney, noted the adjudicated property program is mostly maintained by his office and a list is available at the Marshal's desk. He said Ms. Mary Lou Harrison, Office Administrator, is the primary coordinator for adjudicated property. He said the City has well over 300 adjudicated properties and it is available to the public.

Ms. Roberson, 116 Glenwood Drive, stated if the City has over 300 adjudicated properties and wanting persons to come bid is there something that can be planned before the year is out to have a community event. She said also educating the community to be aware of those properties and maybe have some put on the screen for people are interested.

Mr. Creekbaum noted that is a fantastic idea and the primary reason the adjudicated property list has grown so long is many years ago the City of Monroe got an adjudicated property authority from the State. He said the City of Monroe got some Statutes passed by the State that govern how the City sell adjudicated property and it allowed the City adjudicated property to move quicker than an ordinary State program. He said the State Statute that was adopted said the City can only sell the property for the full amount of the cost owed, the back taxes, and all of the other fees that are assessed against the property. He said last session Representative Fisher, Moore, and himself went to the State added a section to the Statute that said the City could also utilize the State procedures. He further stated the issues that the City is facing in his office is developing a new process. He said the State process allows various forms of auctions and what they are trying to explore is what other municipalities have been

doing. He noted the City want the adjudicated properties back on the tax roll and back in the hands of the citizens.

Ms. Roberson wanted to know if there is any leverage in to where it could be a meeting of the minds to say it's this amount, but the City will take this amount.

Mr. Creekbaum noted under the City old law there was not but with the new law there is more flexibility.

Mayor Ellis noted with the help of Representative Fisher the City started exploring ways to Mow to Own but there were some challenges.

Mr. Creekbaum stated when this was passed the City immediately started working on trying to develop Mow to Own Programs and how to work out adjudicated property issues. He said through his general research he learned there was a case pending before the United States Supreme Court dealing with tax sales and sales with lots with value. He said the City had to spend some time assessing how that would effect what the City ultimately do.

Ms. Woods wanted clarification with the Mow to Own properties that have to be contiguous, and you can't go around town finding property and mowing.

Mr. Creekbaum stated he was looking at the parameters that Baton Rouge had set up and he said ultimately all adjudicated properties come to Council. He said the policies and procedures impacting this would be presented to the Council. He said the general idea would be the property had to be adjudicated for some many years and the City was looking at three to four years. He said he would have to be the property directly abutting your property. He said the law requires proof that the person has been maintaining the property. He wanted to be clear this program is not in existence yet and if you start mowing the City is not authorizing people to do that.

Ms. Marie Brown, 1002 South 5th, stated she hope when the City do implement this plan that the person must live in that community if they are mowing that yard.

Mr. Creekbaum noted State law requires the person to be the owner of the property next door.

Ms. Brown stated it is already on the books that the City can give these properties to nonprofit organizations and give the property to people who want to build homes. She said the City need to start looking at home ownership because if the neighbor owns their house they are more likely to help improve her home. She said instead of setting this up for people to come outside her community to by up all this property in District 3,4, and 5 is not fair. She said the City is not bringing the community to the table so they all have their all eyes on it.

(b) Upon motion of Mr. Muhammad, seconded by Mr. McFarland and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to take Corporeal Possession of and sell to Chandra Melancon all rights, title, and interest that the city may have acquired to Lot 6, Square 11, Unit 6, Humphries Addition, Ouachita Parish, 3810 Segrest Mercy St., District 3, Monroe, La, by Adjudication at Tax Sale dated June 12, 2019, and further providing with respect thereto. (There were no public comments.)

Citizen's Participation:
(Mr. Muhammad leaves the City Council Meeting 8:22 p.m.)

(1.) Ms. Brenda Joyce Williams, 502 Carlton Avenue, acknowledged the Mayor and Council term of service and with the addition of Councilmen's McFarland and Muhammad. She said that it is a prayer that they all would engage with their constituents, and she would like to see her voice being heard. She said as they work for the benefit of their districts as well as working with the Mayor, which benefits the entire city. She said that we all want safe and attractive neighborhoods and economic development throughout the city, but it takes a meeting of the minds and joint efforts toward a common goal. She said not selfish and personal agendas, not having a made-up mind to be a voting block without looking at the reality of any given issue. She noted the community is looking for the Council to go forward and continue the progress the City is now seeing. She said engaging constituents with truth and in honor, redeeming the time so that you may respond in wisdom and remembering, To God be the Glory.

(Mr. Muhammad returns to City Council Meeting 8:24 p.m.)

(2.) Ms. Kenya Roberson, 116 Glenwood Drive, said she has learned more tonight than she has in so many meetings. She said that everyone was heard, questions were asked and answered, it took a little while, but we got through it. She said all she was asking for was transparency and education. She said if the City have that we can work together and move forward, because now she has information that she can take that she has learned and teach others. She said she appreciated the Council and tonight was excellent and she said she is truly proud of what she saw tonight.

(3.) Mr. Darrian Belton, 3512 Bon Aire Drive, wanted to invite everyone to an event he will be having at the Marion Street Learning Garden, Wednesday, July 17, 2024, from 5:00pm to 7:00pm. They will be giving away free seeds, and they will be planting a pumpkin patch, and installing a little library. He said in Northeast Louisiana, we have until early to late November to grow gardens, so he invites everyone to let's get growing, the seed you plant today will be the harvest of tomorrow. He also mentions that community gardening improves your health, beautification, fosters community engagement, and it flights blight. Also, if we all grow something and traded with each other we could all eat for free, so let's get growing Monroe.

(4.) Ms. Keisha Sparks, 607 North 3rd Street, said their EMR classes starting on August 5, 2024, it's a ten-day class and you get paid as you learn. Their purpose is to get more people involved and aware of their field, not just the field of EMS, but they touch Fire, Police, and hospital systems. It's giving a new opportunity of career, to really be able to impact the community that we live in. Acadian also offers an explorer program which is designed for high school seniors to receive scholarships that gives them an opportunity outside of EMS, but to obtain some certifications while in high school. They are looking to give out 20 vouchers for the Explorer's program which includes their uniform and training where they would not have to come out of pocket for any expenses at all, as an incentive to get more teens involved in the program.

Ms. Woods asked after the ten-day class graduate and then they will be able to get on the back of an ambulance.

Ms. Sparks responded that it's an entry level job but eventually after more training in Lafeyette they come back locally to do classes online. She said that their EMR training, Emergency Medical Responders, where they mainly just drive, but their job is important as well.

Mayor Ellis said that he spoke with her team, and they are very interested in coming into the recreation centers doing some CPR certification training to our members and all of our employees. He said that it's not really a long way from going through the high school program to becoming a Paramedic where they can begin making $50 to $70 thousand dollars a year here in our community, he can see the mission where they will be certifying 120 people in our community to become paramedics and he would like to thank them for helping more people have jobs in our city.

(5.) Ms. Marie Brown, 1002 South 4th Street, said that she also enjoyed the meeting tonight and she didn't feel that hostility anymore. She said there was a notice in her water big letter "Juneteenth Celebration all month long" and she only saw three events in that brochure. She said one of them wasn't hers and she said doing Juneteenth for 19 years if the City is not going mention all don't mention any. She said she was very offended by not seeing something that has been going on in this city. She said she has to pay the City for these events and it's on record and the City what events are going on. She said just because the City may not like that person or organization they all should be treated the same. She said no matter, we have one Mayor, five City Councilmen and we sit under you and the charter, but at the top of the charter, it speaks for the citizens, you guys represent us. She said until they begin supporting and participating in everything in the city, this is the reason why she doesn't feel a part of the city in the last 60 years. She said to get rid of the narrative that Marie Brown is a troublemaker and understand she is concerned about her community.

(6.) Mr. Tyrone Dickens, K-9, 3004 Dick Taylor Street, thanked the Council because he did get his paperwork. He said he can go head with the flyer and all he needs is a permit. He said the spoke with a police officer about a letter for an Open Container.

Ms. Woods said that comes before the Council for the open container letter.

Mr. Brandon Creekbaum, City Attorney, said Mr. K-9 would need to get with the Council Clerk or call his office.

Mayor Ellis said in order to close the loop on this, what is the action item for Mr. K-9 to get this done.

Mr. Creekbaum said he's been facilitating this, but he is not aware of where Mr. Dicken's status is today, but he will get with who he has been working with tomorrow to make sure this gets taken care of.

Mr. K-9 said that he just needed the letter, and he has paid the money for it and discussing what is doing as far as traffic goes. He also stated that he was going to Arcadian Ambulance to ensure that they will be there at the event for safety purposes.

Ms. Woods wanted to know when is the event.

Mr. K-9 said on September 20, 2024.

The being no further business to come before the council, the meeting was adjourned at 8:40 p.m., upon motion of Mr. Harvey and it was seconded by Mr. McFarland.

Ms. Juanita G. Woods
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.

CITY OF MONROE
LEGAL DEPARTMENT
Civil Division

Brandon W. Creekbaum
City Attorney

Sydnee C. Clary
Assistant City Attorney

MEMO

DATE: July 15, 2024

TO: CAROLUS RILEY

FROM: LEAH ARNOLD

RE: CONDEMNATION FOR CITY COUNCIL ON JULY 23, 2024

Please place the following condemnation on the agenda for the City Council on JULY 23, 2024.

1. **2925 JACKSON ST. (D4) – OWNER- Lucy Dale Wilford (Estate), ET AL C/O Ella Gibson**
2. **108 MALVERN ST. (D5) – OWNER- Anthony Guillory**
3. **4102 LEE CT. (D4) – OWNER- Woods Family Estates, LLC**
4. **3710 POLK ST. (D4) – OWNER- Pearlie Irby and Danny Lenard, ET AL**
5. **1109 GRIFFIN ST. (D3) – OWNER- Barbara Ferguson (Estate) & Evion Taylor (Estate)**

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

400 Lea Joyner Memorial Expressway, P.O. Box 123, Monroe, Louisiana 71210-0123
Tel: 318 329 2240 | Fax: 318 329 3427

RESOLUTION

STATE OF LOUISIANA **NO.__**

CITY OF MONROE

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

A RESOLUTION ACCEPTING D & J CONSTRUCTION COMPANY, LLC'S AGREED UPON BASE BID FOR THE MONROE REGIONAL AIRPORT TAXIWAY D CONSTRUCTION PHASE 1 PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Monroe Regional Airport Taxiway D Construction Phase 1 Project, and D & J Construction Company, LLC, was the lowest responsible and responsive bidder in the amount of $13,906,550.00, but as a result of post-bid, pre-award negotiations for deletions from the project specifications, has agreed upon a reduced base bid in the amount of $12,415,770.00.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the agreed upon base bid, including deductive deletions, of D & J Construction Company, LLC. in the amount of $12,415,770.00, for the Monroe Regional Airport Taxiway D Construction Phase 1 Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

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

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

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

AYES:

NAYS:

ABSENT:

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

_____
CHAIRPERSON

_____
CITY CLERK

GARVER

4701 Northshore Drive
North Little Rock, AR 72118

TEL 501.376.3633
FAX 501.372.8042

www.GarverUSA.com

June 28, 2024

Mr. Charles Butcher
Airport Director
5400 Operations Road
Monroe, Louisiana 71212

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

Dear Mr. Butcher:

Bids were received for the "Taxiway D Construction – Phase 1" project at the office of the Purchasing Department at 1:45PM on Wednesday, June 12, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A summary and tabulation of the bids received is enclosed with this letter.

A total of 2 bids were received on the project. D & J Construction Company, LLC submitted the low bid for the project in the amount of $13,906,550.00 for the Base Bid, $2,872,900.00 for Additive Alternate No. 1, $5,210,650.00 for Additive Alternate No. 2, and $1,791,950.00 for Additive Alternate No. 3. The Engineer's Opinion of Probable Cost was $11,131,285.00 for the Base Bid, $2,509,400.00 for Additive Alternate No. 1, $5,648,225.00 for Additive Alternate No. 2, and $2,265,505.00 for Additive Alternate No. 3.

A conformed bid tabulation for the Base Bid has been agreed to by D & J Construction in the amount of $12,415,770.00. The Federal Aviation Administration (FAA) has approved the conformed amount and project scope for funding. A summary of the conformed bid tabulation is provided below and the detail is also enclosed with this letter.

BID SUMMARY		
DESCRIPTION	**ENGINEER'S ESTIMATE**	**D & J CONSTRUCTION COMPANY, LLC**
BASE BID	$11,131,285.00	$13,906,550.00
TOTAL PROOPOSED REDUCTIONS	*-$967,154.75*	*-$1,490,780.00*
TOTAL PROPOSED CONFORMED BASE BID	**$10,164,130.25**	**$12,415,770.00**

We believe that the bid agreed to by D & J Construction Company, LLC for the conformed base bid represents a good value for the City of Monroe, Louisiana. We recommend that the construction contract for the "Taxiway D Construction – Phase 1" project be awarded to D & J Construction

Company, LLC.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Mary Fair

Mary Fair, P.E.
Project Manager

Attachments:
Bid Tabulation – Bid Summary
Bid Tabulation – Base Bid
Bid Tabulation – Additive Alternate No. 1
Bid Tabulation – Additive Alternate No. 2
Bid Tabulation – Additive Alternate No. 3
Conformed Bid Tabulation – Bid Summary
Conformed Bid Tabulation – Base Bid

CITY OF MONROE
MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION SUMMARY
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2;00PM

BID SUMMARY		
DESCRIPTION	ENGINEER'S ESTIMATE	D & J CONSTRUCTION COMPANY, LLC
BASE BID	$11,131,285.00	$13,906,550.00
ADDITIVE ALTERNATE NO. 1	$2,509,400.00	$2,872,900.00
ADDITIVE ALTERNATE NO. 2	$5,648,225.00	$5,210,650.00
ADDITIVE ALTERNATE NO. 3	$2,265,505.00	$1,791,950.00
TOTAL BASE BID	**$11,131,285.00**	**$13,906,550.00**
TOTAL BASE BID + ADD. ALT. 1	**$13,640,685.00**	**$16,779,450.00**
TOTAL BASE BID + ADD. ALT. 1 + ADD. ALT. 2	**$19,288,910.00**	**$21,990,100.00**
TOTAL BASE BID + ADD. ALT. 1 + ADD. ALT. 2 + ADD. ALT. 3	**$21,554,415.00**	**$23,782,050.00**

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%	$750,000.00	$750,000.00	$600,000.00	$600,000.00		
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	100%	$25,000.00	$25,000.00	$100,000.00	$100,000.00		
3	SS-140-5.1a	Asphalt Pavement Section Removal	SY	15,600	$34.00	$530,400.00	$44.00	$686,400.00		
4	SS-140-5.1b	Abandoned Runway Pavement Section Removal	SY	16,700	$30.00	$501,000.00	$33.00	$551,100.00		
5	SS-140-5.2	Drainage Pipe Removal	LF	1,200	$50.00	$60,000.00	$100.00	$120,000.00		
6	SS-140-5.3	Inlet or Junction Box Removal	EA	5	$6,000.00	$30,000.00	$6,000.00	$30,000.00		
7	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	100%	$7,500.00	$7,500.00	$10,000.00	$10,000.00		
8	SS-300-5.2	ALCMS Control Equipment Modications Construction Support	LS	100%	$12,000.00	$12,000.00	$25,000.00	$25,000.00		
9	SS-300-5.3	FAA and Other Utility Line Locating and Marking	LS	100%	$50,000.00	$50,000.00	$75,000.00	$75,000.00		
10	SS-301-5.1	Existing Concrete Encased, Electrical Junction Structure, Removed	EA	8	$800.00	$6,400.00	$3,000.00	$24,000.00		
11	SS-301-5.3	Existing Base Mounted Edge Light, Removed	EA	36	$500.00	$18,000.00	$2,200.00	$79,200.00		
12	SS-301-5.4	Existing Base Mounted Guidance Sign, Removed	EA	10	$1,200.00	$12,000.00	$1,800.00	$18,000.00		
13	SS-301-5.6	Existing Electrical Manhole, Removed	EA	2	$6,000.00	$12,000.00	$22,000.00	$44,000.00		
14	SS-305-5.1	Directional Boring, 2-Way 2"C Polyethylene Conduits	LF	200	$65.00	$13,000.00	$90.00	$18,000.00		
15	SS-305-5.2	Directional Boring, 4-Way 4"C Polyethylene Conduits	LF	750	$125.00	$93,750.00	$105.00	$78,750.00		
16	SS-310-5.1	Temporary Airfield Lighting – Base Bid Work Area 1	LS	100%	$4,000.00	$4,000.00	$12,000.00	$12,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
17	SS-310-5.2	Temporary Airfield Lighting – Base Bid Work Area 2A	LS	100%	$3,500.00	$3,500.00	$6,000.00	$6,000.00		
18	SS-310-5.3	Temporary Airfield Lighting – Base Bid Work Area 3A	LS	100%	$2,500.00	$2,500.00	$6,000.00	$6,000.00		
19	SS-310-5.4	Temporary Airfield Lighting – Base Bid Work Area 4A	LS	100%	$3,000.00	$3,000.00	$6,000.00	$6,000.00		
20	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%	$500,000.00	$500,000.00	$300,000.00	$300,000.00		
21	C-102-5.1	Temporary Erosion Control	LS	100%	$100,000.00	$100,000.00	$120,000.00	$120,000.00		
22	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%	$1,011,935.00	$1,011,935.00	$1,275,000.00	$1,275,000.00		
23	C-105-6.2	Haul Road Construction	LS	100%	$120,000.00	$120,000.00	$425,000.00	$425,000.00		
24	P-101-5.1	Cold Milling (0-6" Depth)	SY	1,200	$14.00	$16,800.00	$20.00	$24,000.00		
25	P-101-5.2	Pavement Marking Removal	SF	1,700	$10.00	$17,000.00	$10.00	$17,000.00		
26	P-152-4.1	Unclassified Excavation	CY	11,400	$20.00	$228,000.00	$30.00	$342,000.00		
27	P-152-4.2	Embankment in Place	CY	240	$25.00	$6,000.00	$100.00	$24,000.00		
28	P-152-4.3	Unsuitable Excavation	CY	1,500	$30.00	$45,000.00	$150.00	$225,000.00		
29	P-156-8.1	12" Cement Treated Subgrade	SY	18,400	$13.00	$239,200.00	$18.00	$331,200.00		
30	P-156-8.2	Cement	TN	1,000	$300.00	$300,000.00	$205.00	$205,000.00		
31	P-209-5.1	6" Crushed Aggregate Base Course	SY	18,400	$40.00	$736,000.00	$45.00	$828,000.00		

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
32	P-401-8.1	2" Asphalt Surface Course	SY	38,400	$50.00	$1,920,000.00	$40.00	$1,536,000.00		
33	P-403-8.1	5" Asphalt Base Course	SY	17,800	$60.00	$1,068,000.00	$80.00	$1,424,000.00		
34	P-620-5.1a	Permanent Runway and Taxiway Marking, Reflective, Type I	SF	3,500	$4.00	$14,000.00	$6.00	$21,000.00		
35	P-620-5.1b	Permanent Runway and Taxiway Marking, Reflective, Type III	SF	250	$10.00	$2,500.00	$10.00	$2,500.00		
36	P-620-5.1c	Permanent Runway and Taxiway Marking, Non-Reflective	SF	4,500	$3.00	$13,500.00	$4.00	$18,000.00		
37	P-620-5.1d	Temporary Runway and Taxiway Marking, Reflective, Type I	SF	3,800	$3.00	$11,400.00	$5.00	$19,000.00		
38	D-701-5.1a	18" RCP, Type IV	LF	430	$150.00	$64,500.00	$275.00	$118,250.00		
39	D-701-5.1b	24" RCP, Type IV	LF	310	$200.00	$62,000.00	$350.00	$108,500.00		
40	D-701-5.1c	36" RCP, Type IV	LF	1,300	$250.00	$325,000.00	$600.00	$780,000.00		
41	D-701-5.1d	48" RCP, Type IV	LF	20	$350.00	$7,000.00	$650.00	$13,000.00		
42	D-701-5.2	Class B Bedding	CY	520	$130.00	$67,600.00	$185.00	$96,200.00		
43	D-751-5.1a	4'x4' Type SD-02 Inlet	EA	2	$10,000.00	$20,000.00	$28,000.00	$56,000.00		
44	D-751-5.1b	5'x5' Type SD-02 Inlet	EA	6	$15,000.00	$90,000.00	$30,000.00	$180,000.00		
45	D-751-5.1c	6'x6' Type SD-02 Inlet	EA	1	$20,000.00	$20,000.00	$35,000.00	$35,000.00		
46	D-751-5.1d	5'x10' Aircraft Rated Grate Inlet	EA	1	$30,000.00	$30,000.00	$40,000.00	$40,000.00		
47	D-754-5.1a	6" Depth Concrete Ditch Paving	LF	1,600	$150.00	$240,000.00	$185.00	$296,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
48	T-901-5.1	Seeding	AC	17	$2,500.00	$42,500.00	$3,200.00	$54,400.00		
49	T-904-5.1	Sodding	SY	8,850	$10.00	$88,500.00	$10.00	$88,500.00		
50	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	52,100	$4.50	$234,450.00	$5.50	$286,550.00		
51	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	6,900	$5.00	$34,500.00	$3.00	$20,700.00		
52	L-108-5.3	12/C No. 12 AWG, 600V Rated, Armored Type, Copper Cable, Installed in Duct Bank or Conduit	LF	800	$25.00	$20,000.00	$35.00	$28,000.00		
53	L-108-5.4	12-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	2,400	$25.00	$60,000.00	$60.00	$144,000.00		
54	L-108-5.5	100-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	1,900	$125.00	$237,500.00	$160.00	$304,000.00		
55	L-108-5.6	No. 2 AWG Stranded, 600V Rated, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	LF	900	$8.00	$7,200.00	$7.00	$6,300.00		
56	L-108-5.7	50-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	1,100	$75.00	$82,500.00	$160.00	$176,000.00		
57	L-110-5.1	Concrete Encased Electrical Duct Bank, 12W-2"C	LF	700	$250.00	$175,000.00	$275.00	$192,500.00		
58	L-110-5.2	Non-Encased Electrical Duct Bank, 12W-2"C	LF	400	$185.00	$74,000.00	$210.00	$84,000.00		
59	L-110-5.3	FAA Concrete Encased Electrical Duct Bank, 2W-4"C	LF	1,100	$65.00	$71,500.00	$105.00	$115,500.00		
60	L-110-5.4	FAA Concrete Encased Electrical Duct Bank, 4W-4"C	LF	800	$85.00	$68,000.00	$160.00	$128,000.00		
61	L-110-5.5	Concrete Encased Electrical Duct Bank, 2W-2"C	LF	250	$45.00	$11,250.00	$85.00	$21,250.00		
62	L-110-5.6	Concrete Encased Electrical Conduit, 1W-2"C	LF	150	$30.00	$4,500.00	$75.00	$11,250.00		

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
63	L-110-5.7	Non-Encased Electrical Conduit, 1W-2"C	LF	5,900	$20.00	$118,000.00	$15.00	$88,500.00		
64	L-110-5.8	Non-Encased Electrical Conduit, 2W-2"C	LF	250	$35.00	$8,750.00	$20.00	$5,000.00		
65	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	4	$1,200.00	$4,800.00	$7,000.00	$28,000.00		
66	L-115-5.2	Electrical Junction Structure, L-867 Class 1, Size 12" Diameter by 24" Depth Junction Cans, including Blank Steel Lids	EA	7	$1,300.00	$9,100.00	$5,500.00	$38,500.00		
67	L-115-5.3	Concrete Encased, Prefabricated Electrical Handhole, Size 48"L x 48"W x 48"D	EA	3	$17,500.00	$52,500.00	$40,000.00	$120,000.00		
68	L-115-5.4	FAA Style Communications Handhole, Interior Size 48"L x 48"W x 48"D	EA	5	$30,000.00	$150,000.00	$40,000.00	$200,000.00		
69	L-125-5.2	L-861(L) Base Mounted Runway Edge Light, Installed	EA	3	$1,600.00	$4,800.00	$7,000.00	$21,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
70	L-125-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	54	$1,600.00	$86,400.00	$5,500.00	$297,000.00		
71	L-125-5.6	L-858 Base Mounted, 2-Module Guidance Sign, Installed	EA	5	$8,000.00	$40,000.00	$10,000.00	$50,000.00		
72	L-125-5.7	L-858 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	$9,000.00	$27,000.00	$12,500.00	$37,500.00		
73	L-125-5.8	Existing L-858(L) Guidance Sign, Owner Furnished Contractor Installed (OFCI) Replacement Sign Panels, Installed	EA	11	$250.00	$2,750.00	$200.00	$2,200.00		
74	L-125-5.9	L-853 Retroreflective Taxiway Edge Marker, Surface Mounted, Installed	EA	2	$650.00	$1,300.00	$400.00	$800.00		
75	L-125-5.10	L-858 Base Mounted, 2-Module Style 4 Guidance Sign, Installed	EA	1	$5,000.00	$5,000.00	$8,000.00	$8,000.00		
	TOTALS					$11,131,285.00		$13,906,550.00		

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774
DIGITALLY SIGNED: JUNE 18, 2024

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - ADDITIVE ALTERNATE NO. 1
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%	$134,913.00	$134,913.00	$125,000.00	$125,000.00		
2	SS-140-5.1b	Abandoned Runway Pavement Section Removal	SY	12,000	$27.00	$324,000.00	$33.00	$396,000.00		
3	SS-301-5.7	Existing Abandoned Concrete Foundations, Removed	LS	100%	$10,800.00	$10,800.00	$12,000.00	$12,000.00		
4	SS-310-5.3	Temporary Airfield Lighting – Base Bid Work Area 3A	LS	-100%	$2,500.00	($2,500.00)	$6,000.00	($6,000.00)		
5	SS-310-5.5	Temporary Airfield Lighting – Additive Alternate Work Area 3B	LS	100%	$3,150.00	$3,150.00	$500.00	$500.00		
6	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%	$243,000.00	$243,000.00	$75,000.00	$75,000.00		
7	C-102-5.1	Temporary Erosion Control	LS	100%	$45,000.00	$45,000.00	$25,000.00	$25,000.00		
8	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%	$228,127.00	$228,127.00	$100,000.00	$100,000.00		
9	P-152-4.1	Unclassified Excavation	CY	12,670	$18.00	$228,060.00	$30.00	$380,100.00		
10	P-152-4.2	Embankment in Place	CY	580	$22.50	$13,050.00	$100.00	$58,000.00		
11	P-152-4.3	Unsuitable Excavation	CY	500	$27.00	$13,500.00	$150.00	$75,000.00		
12	P-156-8.1	12" Cement Treated Subgrade	SY	5,400	$12.00	$64,800.00	$18.00	$97,200.00		
13	P-156-8.2	Cement	TN	290	$270.00	$78,300.00	$205.00	$59,450.00		
14	P-209-5.1	6" Crushed Aggregate Base Course	SY	5,400	$36.00	$194,400.00	$45.00	$243,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
15	P-401-8.1	2" Asphalt Surface Course	SY	4,800	$45.00	$216,000.00	$40.00	$192,000.00		
16	P-403-8.1	5" Asphalt Base Course	SY	5,000	$54.00	$270,000.00	$80.00	$400,000.00		
17	D-701-5.2	Class B Bedding	CY	600	$117.00	$70,200.00	$185.00	$111,000.00		
18	D-754-5.1a	6" Depth Concrete Ditch Paving	LF	1,750	$140.00	$245,000.00	$185.00	$323,750.00		
19	D-754-5.1b	Concrete Ditch Crossing	LF	30	$200.00	$6,000.00	$325.00	$9,750.00		
20	T-901-5.1	Seeding	AC	1	$2,500.00	$2,500.00	$3,200.00	$3,200.00		
21	T-904-5.1	Sodding	SY	6,150	$10.00	$61,500.00	$10.00	$61,500.00		
22	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,900	$3.00	$5,700.00	$3.00	$5,700.00		
23	L-110-5.5	Concrete Encased Electrical Duct Bank, 2W-2"C	LF	50	$40.00	$2,000.00	$85.00	$4,250.00		
24	L-110-5.7	Non-Encased Electrical Conduit, 1W-2"C	LF	1,900	$15.00	$28,500.00	$15.00	$28,500.00		
25	L-110-5.8	Non-Encased Electrical Conduit, 2W-2"C	LF	100	$30.00	$3,000.00	$20.00	$2,000.00		
26	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	2	$1,100.00	$2,200.00	$7,000.00	$14,000.00		
27	L-115-5.2	Electrical Junction Structure, L-867 Class 1, Size 12" Diameter by 24" Depth Junction Cans, including Blank Steel Lids	EA	14	$1,300.00	$18,200.00	$5,500.00	$77,000.00		
	TOTALS					$2,509,400.00		$2,872,900.00		

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774
DIGITALLY SIGNED: JUNE 18, 2024

STATE OF LOUISIANA
MARY K. FAIR
License No. 43774
PROFESSIONAL ENGINEER
CIVIL ENGINEERING

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MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - ADDITIVE ALTERNATE NO. 2
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%	$600,000.00	$600,000.00	$125,000.00	$125,000.00		
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	100%	$25,000.00	$25,000.00	$15,000.00	$15,000.00		
3	SS-140-5.1a	Asphalt Pavement Section Removal	SY	3,300	$34.00	$112,200.00	$44.00	$145,200.00		
4	SS-140-5.1b	Abandoned Runway Pavement Section Removal	SY	13,800	$30.00	$414,000.00	$33.00	$455,400.00		
5	SS-140-5.2	Drainage Pipe Removal	LF	1,700	$50.00	$85,000.00	$100.00	$170,000.00		
6	SS-140-5.3	Inlet or Junction Box Removal	EA	4	$6,000.00	$24,000.00	$6,000.00	$24,000.00		
7	SS-301-5.3	Existing Base Mounted Edge Light, Removed	EA	10	$500.00	$5,000.00	$2,200.00	$22,000.00		
8	SS-310-5.4	Temporary Airfield Lighting – Base Bid Work Area 4A	LS	-100%	$3,000.00	-$3,000.00	$6,000.00	-$6,000.00		
9	SS-310-5.5	Temporary Airfield Lighting – Additive Alternate Work Area 3B	LS	-100%	$3,500.00	-$3,500.00	$500.00	-$500.00		
10	SS-310-5.6	Temporary Airfield Lighting - Additive Alternate 2 Work Area 3C	LS	100%	$3,500.00	$3,500.00	$600.00	$600.00		
11	SS-310-5.7	Temporary Airfield Lighting - Additive Alternate 2 Work Area 4B	LS	100%	$3,000.00	$3,000.00	$600.00	$600.00		
12	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%	$400,000.00	$400,000.00	$75,000.00	$75,000.00		
13	C-102-5.1	Temporary Erosion Control	LS	100%	$100,000.00	$100,000.00	$20,000.00	$20,000.00		
14	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%	$513,475.00	$513,475.00	$140,000.00	$140,000.00		
15	P-152-4.1	Unclassified Excavation	CY	4,300	$20.00	$86,000.00	$30.00	$129,000.00		
16	P-152-4.3	Unsuitable Excavation	CY	850	$30.00	$25,500.00	$150.00	$127,500.00	BID DETERMINED TO BE NON-RESPONSIVE	
17	P-156-8.1	12" Cement Treated Subgrade	SY	10,300	$13.00	$133,900.00	$18.00	$185,400.00		
18	P-156-8.2	Cement	TN	550	$300.00	$165,000.00	$205.00	$112,750.00		
19	P-209-5.1	6" Crushed Aggregate Base Course	SY	10,300	$40.00	$412,000.00	$45.00	$463,500.00		
20	P-401-8.1	2" Asphalt Surface Course	SY	24,490	$50.00	$1,224,500.00	$40.00	$979,600.00		
21	P-403-8.1	5" Asphalt Base Course	SY	10,000	$60.00	$600,000.00	$80.00	$800,000.00		
22	P-620-5.1a	Permanent Runway and Taxiway Marking, Reflective, Type I	SF	2,800	$4.00	$11,200.00	$6.00	$16,800.00		
23	P-620-5.1b	Permanent Runway and Taxiway Marking, Reflective, Type III	SF	200	$10.00	$2,000.00	$10.00	$2,000.00		
24	P-620-5.1c	Permanent Runway and Taxiway Marking, Non-Reflective	SF	4,500	$3.00	$13,500.00	$4.00	$18,000.00		
25	P-620-5.1d	Temporary Runway and Taxiway Marking, Reflective, Type I	SF	3,000	$3.00	$9,000.00	$5.00	$15,000.00		
26	D-701-5.1b	24" RCP, Type IV	LF	320	$200.00	$64,000.00	$350.00	$112,000.00		
27	D-701-5.1d	48" RCP, Type IV	LF	400	$350.00	$140,000.00	$650.00	$260,000.00		
28	D-701-5.2	Class B Bedding	CY	320	$130.00	$41,600.00	$185.00	$59,200.00		
29	D-751-5.1b	5'x5' Type SD-02 Inlet	EA	1	$15,000.00	$15,000.00	$30,000.00	$30,000.00		
30	D-751-5.1c	6'x6' Type SD-02 Inlet	EA	1	$20,000.00	$20,000.00	$35,000.00	$35,000.00		
31	D-751-5.1d	5'x10' Aircraft Rated Grate Inlet	EA	1	$30,000.00	$30,000.00	$40,000.00	$40,000.00		

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - ADDITIVE ALTERNATE NO. 2
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
32	D-754-5.1a	6" Depth Concrete Ditch Paving	LF	900	$150.00	$135,000.00	$185.00	$166,500.00		
33	T-901-5.1	Seeding	AC	8	$2,500.00	$20,000.00	$3,200.00	$25,600.00		
34	T-904-5.1	Sodding	SY	3,900	$10.00	$39,000.00	$10.00	$39,000.00		
35	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	7,200	$3.50	$25,200.00	$5.50	$39,600.00		
36	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	7,000	$3.00	$21,000.00	$3.00	$21,000.00		
37	L-110-5.5	Concrete Encased Electrical Duct Bank, 2W-2"C	LF	200	$40.00	$8,000.00	$85.00	$17,000.00		
38	L-110-5.7	Non-Encased Electrical Conduit, 1W-2"C	LF	2,500	$15.00	$37,500.00	$15.00	$37,500.00		
39	L-110-5.8	Non-Encased Electrical Conduit, 2W-2"C	LF	100	$30.00	$3,000.00	$20.00	$2,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
40	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	4	$1,200.00	$4,800.00	$7,000.00	$28,000.00		
41	L-115-5.2	Electrical Junction Structure, L-867 Class 1, Size 12" Diameter by 24" Depth Junction Cans, including Blank Steel Lids	EA	6	$1,300.00	$7,800.00	$5,500.00	$33,000.00		
42	L-125-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	45	$1,400.00	$63,000.00	$5,500.00	$247,500.00		
43	L-125-5.6	L-858 Base Mounted, 2-Module Guidance Sign, Installed	EA	1	$6,000.00	$6,000.00	$10,000.00	$10,000.00		
44	L-125-5.7	L-858 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	$7,000.00	$21,000.00	$12,500.00	$37,500.00		
45	L-125-5.9	L-853 Retroreflective Taxiway Edge Marker, Surface Mounted, Installed	EA	1	$650.00	$650.00	$400.00	$400.00		
	TOTALS					$5,648,225.00		$5,210,650.00		

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774
DIGITALLY SIGNED: JUNE 18, 2024

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - ADDITIVE ALTERNATE NO. 3
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%	$600,000.00	$600,000.00	$125,000.00	$125,000.00		
2	SS-301-5.3	Existing Base Mounted Edge Light, Removed	EA	1	$500.00	$500.00	$2,200.00	$2,200.00		
3	SS-305-5.3	Directional Boring, 2-Way 4"C Polyethylene Conduits	LF	600	$60.00	$36,000.00	$125.00	$75,000.00		
4	SS-310-5.6	Temporary Airfield Lighting - Additive Alternate 2 Work Area 3C	LS	-100%	$3,500.00	-$3,500.00	$600.00	-$600.00		
5	SS-310-5.8	Temporary Airfield Lighting - Additive Alternate 3 Work Area 3D	LS	100%	$3,500.00	$3,500.00	$600.00	$600.00		
6	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%	$270,000.00	$270,000.00	$75,000.00	$75,000.00		
7	C-102-5.1	Temporary Erosion Control	LS	100%	$100,000.00	$100,000.00	$40,000.00	$40,000.00		
8	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%	$205,955.00	$205,955.00	$175,000.00	$175,000.00		
9	C-105-6.2	Haul Road Removal	LS	100%	$50,000.00	$50,000.00	$40,000.00	$40,000.00		
10	P-152-4.1	Unclassified Excavation	CY	3,900	$20.00	$78,000.00	$30.00	$117,000.00		
11	P-152-4.3	Unsuitable Excavation	CY	300	$30.00	$9,000.00	$150.00	$45,000.00		
12	P-156-8.1	12" Cement Treated Subgrade	SY	3,400	$13.00	$44,200.00	$18.00	$61,200.00		
13	P-156-8.2	Cement	TN	200	$300.00	$60,000.00	$205.00	$41,000.00		
14	P-209-5.1	6" Crushed Aggregate Base Course	SY	3,400	$40.00	$136,000.00	$45.00	$153,000.00		
15	P-401-8.1	2" Asphalt Surface Course	SY	6,800	$50.00	$340,000.00	$40.00	$272,000.00		
16	P-403-8.1	5" Asphalt Base Course	SY	3,300	$60.00	$198,000.00	$80.00	$264,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
17	P-620-5.1a	Permanent Runway and Taxiway Marking, Reflective, Type I	SF	1,700	$4.00	$6,800.00	$6.00	$10,200.00		
18	P-620-5.1b	Permanent Runway and Taxiway Marking, Reflective, Type III	SF	180	$10.00	$1,800.00	$10.00	$1,800.00		
19	P-620-5.1c	Permanent Runway and Taxiway Marking, Non-Reflective	SF	1,500	$3.00	$4,500.00	$4.00	$6,000.00		
20	P-620-5.1d	Temporary Runway and Taxiway Marking, Reflective, Type I	SF	2,000	$3.00	$6,000.00	$5.00	$10,000.00		
21	T-901-5.1	Seeding	AC	1	$2,500.00	$2,500.00	$3,200.00	$3,200.00		
22	T-904-5.1	Sodding	SY	990	$10.00	$9,900.00	$10.00	$9,900.00		
23	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	3,600	$3.50	$12,600.00	$5.50	$19,800.00		
24	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	2,200	$3.00	$6,600.00	$3.00	$6,600.00		
25	L-110-5.5	Concrete Encased Electrical Duct Bank, 2W-2"C	LF	50	$40.00	$2,000.00	$85.00	$4,250.00		
26	L-110-5.7	Non-Encased Electrical Conduit, 1W-2"C	LF	900	$15.00	$13,500.00	$15.00	$13,500.00		
27	L-110-5.8	Non-Encased Electrical Conduit, 2W-2"C	LF	150	$30.00	$4,500.00	$20.00	$3,000.00		
28	L-115-5.2	Electrical Junction Structure, L-867 Class 1, Size 12" Diameter by 24" Depth Junction Cans, including Blank Steel Lids	EA	-8	$1,300.00	-$10,400.00	$5,500.00	-$44,000.00		
29	L-115-5.5	Electrical Junction Structure Can Plaza, Two L-867 Class 1A, Size D, 24" Deep Cans	EA	3	$5,500.00	$16,500.00	$20,000.00	$60,000.00		
30	L-125-5.11	L-861 Base Mounted Runway Edge Light, Installed	EA	1	$1,400.00	$1,400.00	$7,000.00	$7,000.00		
31	L-125-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	29	$1,400.00	$40,600.00	$5,500.00	$159,500.00		

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - ADDITIVE ALTERNATE NO. 3
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC LA NO. 5789		DIAMOND B CONSTRUCTION	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
32	L-125-5.6	L-858 Base Mounted, 2-Module Guidance Sign, Installed	EA	2	$6,000.00	$12,000.00	$10,000.00	$20,000.00	BID DETERMINED TO BE NON-RESPONSIVE	
33	L-125-5.7	L-858 Base Mounted, 3-Module Guidance Sign, Installed	EA	2	$7,000.00	$14,000.00	$12,500.00	$25,000.00		
34	L-125-5.9	L-853 Retroreflective Taxiway Edge Marker, Surface Mounted, Installed	EA	-3	$650.00	-$1,950.00	$400.00	-$1,200.00		
35	L-125-5.11	L-858 Base Mounted, 2-Module Style 4 Guidance Sign, Installed	EA	-1	$5,000.00	-$5,000.00	$8,000.00	-$8,000.00		
	TOTALS					$2,265,505.00		$1,791,950.00		

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774
DIGITALLY SIGNED: JUNE 18, 2024

CITY OF MONROE
MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION SUMMARY - CONFORMED BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

BID SUMMARY		
DESCRIPTION	ENGINEER'S ESTIMATE	D & J CONSTRUCTION COMPANY, LLC
BASE BID	$11,131,285.00	$13,906,550.00
TOTAL PROOPOSED REDUCTIONS	*-$967,154.75*	*-$1,490,780.00*
TOTAL PROPOSED CONFORMED BASE BID	**$10,164,130.25**	**$12,415,770.00**

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - CONFORMED BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	100%	$750,000.00	$750,000.00	$600,000.00	$600,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	LS	100%	$25,000.00	$25,000.00	$100,000.00	$100,000.00
3	SS-140-5.1a	Asphalt Pavement Section Removal	SY	15,600	$34.00	$530,400.00	$44.00	$686,400.00
4	SS-140-5.1b	Abandoned Runway Pavement Section Removal	SY	16,700	$30.00	$501,000.00	$33.00	$551,100.00
5	SS-140-5.2	Drainage Pipe Removal	LF	1,200	$50.00	$60,000.00	$100.00	$120,000.00
6	SS-140-5.3	Inlet or Junction Box Removal	EA	5	$6,000.00	$30,000.00	$6,000.00	$30,000.00
7	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	100%	$7,500.00	$7,500.00	$10,000.00	$10,000.00
8	SS-300-5.2	ALCMS Control Equipment Modications Construction Support	LS	100%	$12,000.00	$12,000.00	$25,000.00	$25,000.00
9	SS-300-5.3	FAA and Other Utility Line Locating and Marking	LS	100%	$50,000.00	$50,000.00	$75,000.00	$75,000.00
10	SS-301-5.1	Existing Concrete Encased, Electrical Junction Structure, Removed	EA	8	$800.00	$6,400.00	$3,000.00	$24,000.00
11	SS-301-5.3	Existing Base Mounted Edge Light, Removed	EA	36	$500.00	$18,000.00	$2,200.00	$79,200.00
12	SS-301-5.4	Existing Base Mounted Guidance Sign, Removed	EA	10	$1,200.00	$12,000.00	$1,800.00	$18,000.00
13	SS-301-5.6	Existing Electrical Manhole, Removed	EA	2	$6,000.00	$12,000.00	$22,000.00	$44,000.00
14	SS-305-5.1	Directional Boring, 2-Way 2"C Polyethylene Conduits	LF	200	$65.00	$13,000.00	$90.00	$18,000.00
15	SS-305-5.2	Directional Boring, 4-Way 4"C Polyethylene Conduits	LF	750	$125.00	$93,750.00	$105.00	$78,750.00
16	SS-310-5.1	Temporary Airfield Lighting – Base Bid Work Area 1	LS	100%	$4,000.00	$4,000.00	$12,000.00	$12,000.00
17	SS-310-5.2	Temporary Airfield Lighting – Base Bid Work Area 2A	LS	100%	$3,500.00	$3,500.00	$6,000.00	$6,000.00
18	SS-310-5.3	Temporary Airfield Lighting – Base Bid Work Area 3A	LS	100%	$2,500.00	$2,500.00	$6,000.00	$6,000.00
19	SS-310-5.4	Temporary Airfield Lighting – Base Bid Work Area 4A	LS	100%	$3,000.00	$3,000.00	$6,000.00	$6,000.00
20	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	100%	$500,000.00	$500,000.00	$300,000.00	$300,000.00
21	C-102-5.1	Temporary Erosion Control	LS	100%	$100,000.00	$100,000.00	$120,000.00	$120,000.00
22	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	100%	$1,011,935.00	$1,011,935.00	$1,275,000.00	$1,275,000.00
23	C-105-6.2	Haul Road Construction	LS	100%	$120,000.00	$120,000.00	$425,000.00	$425,000.00
24	P-101-5.1	Cold Milling (0-6" Depth)	SY	1,200	$14.00	$16,800.00	$20.00	$24,000.00
25	P-101-5.2	Pavement Marking Removal	SF	1,700	$10.00	$17,000.00	$10.00	$17,000.00
26	P-152-4.1	Unclassified Excavation	CY	11,400	$20.00	$228,000.00	$30.00	$342,000.00

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - CONFORMED BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27	P-152-4.2	Embankment in Place	CY	240	$25.00	$6,000.00	$100.00	$24,000.00
28	P-152-4.3	Unsuitable Excavation	CY	1,500	$30.00	$45,000.00	$150.00	$225,000.00
29	P-156-8.1	12" Cement Treated Subgrade	SY	18,400	$13.00	$239,200.00	$18.00	$331,200.00
30	P-156-8.2	Cement	TN	1,000	$300.00	$300,000.00	$205.00	$205,000.00
31	P-209-5.1	6" Crushed Aggregate Base Course	SY	18,400	$40.00	$736,000.00	$45.00	$828,000.00
32	P-401-8.1	2" Asphalt Surface Course	SY	38,400	$50.00	$1,920,000.00	$40.00	$1,536,000.00
33	P-403-8.1	5" Asphalt Base Course	SY	17,800	$60.00	$1,068,000.00	$80.00	$1,424,000.00
34	P-620-5.1a	Permanent Runway and Taxiway Marking, Reflective, Type I	SF	3,500	$4.00	$14,000.00	$6.00	$21,000.00
35	P-620-5.1b	Permanent Runway and Taxiway Marking, Reflective, Type III	SF	250	$10.00	$2,500.00	$10.00	$2,500.00
36	P-620-5.1c	Permanent Runway and Taxiway Marking, Non-Reflective	SF	4,500	$3.00	$13,500.00	$4.00	$18,000.00
37	P-620-5.1d	Temporary Runway and Taxiway Marking, Reflective, Type I	SF	3,800	$3.00	$11,400.00	$5.00	$19,000.00
38	D-701-5.1a	18" RCP, Type IV	LF	430	$150.00	$64,500.00	$275.00	$118,250.00
39	D-701-5.1b	24" RCP, Type IV	LF	310	$200.00	$62,000.00	$350.00	$108,500.00
40	D-701-5.1c	36" RCP, Type IV	LF	1,300	$250.00	$325,000.00	$600.00	$780,000.00
41	D-701-5.1d	48" RCP, Type IV	LF	20	$350.00	$7,000.00	$650.00	$13,000.00
42	D-701-5.2	Class B Bedding	CY	520	$130.00	$67,600.00	$185.00	$96,200.00
43	D-751-5.1a	4'x4' Type SD-02 Inlet	EA	2	$10,000.00	$20,000.00	$28,000.00	$56,000.00
44	D-751-5.1b	5'x5' Type SD-02 Inlet	EA	6	$15,000.00	$90,000.00	$30,000.00	$180,000.00
45	D-751-5.1c	6'x6' Type SD-02 Inlet	EA	1	$20,000.00	$20,000.00	$35,000.00	$35,000.00
46	D-751-5.1d	5'x10' Aircraft Rated Grate Inlet	EA	1	$30,000.00	$30,000.00	$40,000.00	$40,000.00
47	D-754-5.1a	6" Depth Concrete Ditch Paving	LF	1,600	$150.00	$240,000.00	$185.00	$296,000.00
48	T-901-5.1	Seeding	AC	17	$2,500.00	$42,500.00	$3,200.00	$54,400.00
49	T-904-5.1	Sodding	SY	8,850	$10.00	$88,500.00	$10.00	$88,500.00
50	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	52,100	$4.50	$234,450.00	$5.50	$286,550.00
51	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	6,900	$5.00	$34,500.00	$3.00	$20,700.00
52	L-108-5.3	12/C No. 12 AWG, 600V Rated, Armored Type, Copper Cable, Installed in Duct Bank or Conduit	LF	800	$25.00	$20,000.00	$35.00	$28,000.00

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - CONFORMED BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
53	L-108-5.4	12-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	2,400	$25.00	$60,000.00	$60.00	$144,000.00
54	L-108-5.5	100-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	1,900	$125.00	$237,500.00	$160.00	$304,000.00
55	L-108-5.6	No. 2 AWG Stranded, 600V Rated, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	LF	900	$8.00	$7,200.00	$7.00	$6,300.00
56	L-108-5.7	50-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	1,100	$75.00	$82,500.00	$160.00	$176,000.00
57	L-110-5.1	Concrete Encased Electrical Duct Bank, 12W-2"C	LF	700	$250.00	$175,000.00	$275.00	$192,500.00
58	L-110-5.2	Non-Encased Electrical Duct Bank, 12W-2"C	LF	400	$185.00	$74,000.00	$210.00	$84,000.00
59	L-110-5.3	FAA Concrete Encased Electrical Duct Bank, 2W-4"C	LF	1,100	$65.00	$71,500.00	$105.00	$115,500.00
60	L-110-5.4	FAA Concrete Encased Electrical Duct Bank, 4W-4"C	LF	800	$85.00	$68,000.00	$160.00	$128,000.00
61	L-110-5.5	Concrete Encased Electrical Duct Bank, 2W-2"C	LF	250	$45.00	$11,250.00	$85.00	$21,250.00
62	L-110-5.6	Concrete Encased Electrical Conduit, 1W-2"C	LF	150	$30.00	$4,500.00	$75.00	$11,250.00
63	L-110-5.7	Non-Encased Electrical Conduit, 1W-2"C	LF	5,900	$20.00	$118,000.00	$15.00	$88,500.00
64	L-110-5.8	Non-Encased Electrical Conduit, 2W-2"C	LF	250	$35.00	$8,750.00	$20.00	$5,000.00
65	L-115-5.1	Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	EA	4	$1,200.00	$4,800.00	$7,000.00	$28,000.00
66	L-115-5.2	Electrical Junction Structure, L-867 Class 1, Size 12" Diameter by 24" Depth Junction Cans, including Blank Steel Lids	EA	7	$1,300.00	$9,100.00	$5,500.00	$38,500.00
67	L-115-5.3	Concrete Encased, Prefabricated Electrical Handhole, Size 48"L x 48"W x 48"D	EA	3	$17,500.00	$52,500.00	$40,000.00	$120,000.00
68	L-115-5.4	FAA Style Communications Handhole, Interior Size 48"L x 48"W x 48"D	EA	5	$30,000.00	$150,000.00	$40,000.00	$200,000.00
69	L-125-5.2	L-861(L) Base Mounted Runway Edge Light, Installed	EA	3	$1,600.00	$4,800.00	$7,000.00	$21,000.00
70	L-125-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA	54	$1,600.00	$86,400.00	$5,500.00	$297,000.00
71	L-125-5.6	L-858 Base Mounted, 2-Module Guidance Sign, Installed	EA	5	$8,000.00	$40,000.00	$10,000.00	$50,000.00
72	L-125-5.7	L-858 Base Mounted, 3-Module Guidance Sign, Installed	EA	3	$9,000.00	$27,000.00	$12,500.00	$37,500.00
73	L-125-5.8	Existing L-858(L) Guidance Sign, Owner Furnished Contractor Installed (OFCI) Replacement Sign Panels, Installed	EA	11	$250.00	$2,750.00	$200.00	$2,200.00
74	L-125-5.9	L-853 Retroreflective Taxiway Edge Marker, Surface Mounted, Installed	EA	2	$650.00	$1,300.00	$400.00	$800.00
75	L-125-5.10	L-858 Base Mounted, 2-Module Style 4 Guidance Sign, Installed	EA	1	$5,000.00	$5,000.00	$8,000.00	$8,000.00
TOTAL AS BID AMOUNT						**$11,131,285.00**		**$13,906,550.00**

MONROE REGIONAL AIRPORT
TAXIWAY D CONSTRUCTION - PHASE 1
BID TABULATION - CONFORMED BASE BID
BID OPENING: WEDNESDAY, JUNE 12, 2024; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		D & J CONSTRUCTION COMPANY, LLC. LA NO. 5789	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
13	SS-301-5.6	Existing Electrical Manhole, Removed	EA	-1	$6,000.00	-$6,000.00	$22,000.00	-$22,000.00
18	SS-310-5.3	Temporary Airfield Lighting – Base Bid Work Area 3A	LS	-100%	$2,500.00	-$2,500.00	$6,000.00	-$6,000.00
19	SS-310-5.4	Temporary Airfield Lighting – Base Bid Work Area 4A	LS	-100%	$3,000.00	-$3,000.00	$6,000.00	-$6,000.00
22	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	-100%	$4,834.75	-$4,834.75	$35,000.00	-$35,000.00
50	L-108-5.1	No. 8 AWG, 5 kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	6,640	$4.50	$29,880.00	$5.50	$36,520.00
52	L-108-5.3	12/C No. 12 AWG, 600V Rated, Armored Type, Copper Cable, Installed in Duct Bank or Conduit	LF	-800	$25.00	-$20,000.00	$35.00	-$28,000.00
53	L-108-5.4	12-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	-2,400	$25.00	-$60,000.00	$60.00	-$144,000.00
54	L-108-5.5	100-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	-1,900	$125.00	-$237,500.00	$160.00	-$304,000.00
55	L-108-5.6	No. 2 AWG Stranded, 600V Rated, Type THHN/THWN-2, Green Insulated Equipment Ground, Installed in Duct Bank or Conduit	LF	-900	$8.00	-$7,200.00	$7.00	-$6,300.00
56	L-108-5.7	50-Pair, No. 19 AWG, Copper Shielded, Rodent Resistant, Armored PE-39 Copper Communications Cable, Installed in Duct Bank or Conduit	LF	-1,100	$75.00	-$82,500.00	$160.00	-$176,000.00
57	L-110-5.1	Concrete Encased Electrical Duct Bank, 12W-2"C	LF	-700	$250.00	-$175,000.00	$275.00	-$192,500.00
58	L-110-5.2	Non-Encased Electrical Duct Bank, 12W-2"C	LF	-400	$185.00	-$74,000.00	$210.00	-$84,000.00
59	L-110-5.3	FAA Concrete Encased Electrical Duct Bank, 2W-4"C	LF	-1,100	$65.00	-$71,500.00	$105.00	-$115,500.00
60	L-110-5.4	FAA Concrete Encased Electrical Duct Bank, 4W-4"C	LF	-800	$85.00	-$68,000.00	$160.00	-$128,000.00
67	L-115-5.3	Concrete Encased, Prefabricated Electrical Handhole, Size 48"L x 48"W x 48"D	EA	-2	$17,500.00	-$35,000.00	$40,000.00	-$80,000.00
68	L-115-5.4	FAA Style Communications Handhole, Interior Size 48"L x 48"W x 48"D	EA	-5	$30,000.00	-$150,000.00	$40,000.00	-$200,000.00
TOTAL REDUCTIONS						**-$967,154.75**		**-$1,490,780.00**

Mary Fair

CERTIFIED CORRECT BY MARY FAIR, LA PE #43774
DIGITALLY SIGNED: JUNE 25, 2024

ACCEPTED BY: D & J CONSTRUCTION COMPANY, LLC
LA NO. 5789

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 24, 2024, and ending July 23, 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 July 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 CONFIRMING THE RE-APPOINTMENT OF CEDRICK HEMPHILL TO THE MONROE HERITAGE PRESERVATION COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, City of Monroe Code Section 18.5-28 authorizes the Mayor to appoint, subject to confirmation by the City Council, the members of the Monroe Heritage Preservation Commission;

WHEREAS, Section 18.5-28 requires that four (4) of those appointments shall be residents nominated by the members of the City Council;

WHEREAS, Cedrick Hemphill has continuously served on the Monroe Heritage Preservation Commission for a number of years, but his current term of office expired in 2023;

WHERAS Councilman Verbon Muhammed, Sr. has nominated Mr. Hemphill to the Mayor for reappointment, and the Mayor so desires to reappoint Mr. Hemphill, who resides within the city limits of the City of Monroe, to serve on the Monroe Heritage Preservation Commission;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Cedrick Hemphill, be, and is hereby, re-appointed as a member of the Monroe Heritage Preservation Commission for a four-year term, beginning July 24, 2024, and ending July 23, 2028.

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 July 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 APPOINTING JUANITA G. WOODS TO THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII of the Articles of Incorporation of the Interstate 20 Economic Development Corporation (I-20 EDC) provide that one member of the Board of Directors shall be a member of the Monroe City Council;

WHEREAS, because the term of office for all members of the I-20 EDC are coterminous with that of the Mayor of the City of Monroe, the term of office for all current Board members has expired; and

WHEREAS, the Monroe City Council desires to appoint Juanita G. Woods to serve as the Monroe City Council member on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Juanita G. Woods, be, and is hereby, appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the Monroe City Council member.

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 July 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 APPOINTING VERBON MUHAMMAD, SR. TO THE MONROE CAPITAL INFRASTRUCTURE COMMISSION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe Capital Infrastructure Commission ("Commission") was established for the purpose of advising and recommending to the Mayor and City Council on the implementation of the City's Capital Improvement Program (Ordinance No. 10,119);

WHEREAS, the City Council shall appoint three members to serve on the Commission, one of which shall be a Council member; and

WHEREAS, the Monroe City Council desires to appoint Verbon Muhammad, Sr. to serve as the Monroe City Council member on the Commission.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Verbon Muhammad, Sr., be, and is hereby, appointed to the Capital Infrastructure Commission as the Monroe City Council member.

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 July 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 APPOINTING REV. JAMES E. JACKSON, SR. TO THE INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Article VII of the Articles of Incorporation of the Interstate 20 Economic Development Corporation (I-20 EDC) permits each Councilmember to appoint a member to I-20 EDC Board of Directors;

WHEREAS, because the term of office for all members of the I-20 EDC are coterminous with that of the Mayor of the City of Monroe, the term of office for all current Board members has expired; and

WHEREAS, Councilman Rodney McFarland, I desires to appoint Rev. James E. Jackson, Sr. to serve as the Monroe City Council member on the I-20 EDC Board of Directors.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Rev. James E. Jackson, Sr, be, and is hereby, appointed to the Board of Directors of the Interstate 20 Economic Development Corporation as the member appointed by Councilman Rodney McFarland.

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 July 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 REPEALING RESOLUTION NO. 8719 (INTERSTATE 20 ECONOMIC DEVELOPMENT CORPORATION ARTICLES) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Resolution No. 8719 on _____, which amended the Articles of Incorporation of the Interstate 20 Economic Development Corporation; and

WHEREAS, the Monroe City Council desires to repeal Resolution No 8719 in its entirety.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that Resolution No. 8719, which amended the Articles of Incorporation of the Interstate 20 Economic Development Corporation, is hereby repealed.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

A RESOLUTION APPROVING A FIBER CONSTRUCTION AGREEMENT WITH AT&T SERVICES, INC. FOR NEW FIBER CONSTRUCTION SERVICES WITHIN THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, in today's digital world, broadband, or reliable high-speed internet, is essential infrastructure, allowing people more affordable and efficient access to basic amenities such as education, health care, public safety, and business and government services;

WHEREAS, many residences and homes in rural and low-income communities, however, continue to lack full access to broadband internet services, adversely impacting the health and welfare of neighborhoods, cities, and states;

WHEREAS, over the years, both Congress and the State of Louisiana have adopted measures to expand and improve broadband access to these underserved and unserved areas, *see e.g.* Telecommunications Act of 1996 (PL 104–104, February 8, 1996) *and* The Local Government Fair Competition Act (La. R.S. 45:844.41, *et seq.*);

WHEREAS, despite these efforts, many of the City's residences, particularly in low-to-moderate income areas, continue to lack broadband access or access to sufficient internet speeds to keep pace with evolving consumer demands and federal requirements;

WHEREAS, to improve and provide access to broadband to all the City's residences, the City solicited Requests for Proposals from qualified providers to plan, design, construct, operate, and maintain a broadband network that will provide reliable, high-speed internet access to all residences within the City at affordable rates;

WHEREAS, AT&T Services, Inc., on behalf of its affiliate Bellsouth Telecommunications, LLC d/b/a AT&T Southeast, LLC ("AT&T"), submitted a qualifying proposal that proposes to provide full access to the City's residences and homes within three (3) years, provided that the City commit matching funds of $2,000,000.00;

WHEREAS, the City desires to enter into a Fiber Construction Agreement with AT&T, a copy of which is attached hereto and made part hereof, which sets forth the terms and conditions of the parties with respect to construction of new fiber services within the City of Monroe;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana states 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 the authority to pursue providing broadband internet service to its citizens, the City's proposed expenditures under the Fiber Construction Agreement are reasonable and necessary to secure access to broadband for the City's residents, and the City and its residents will receive real and substantial benefits from the Fiber Agreement, including ensuring that all its residents have access to infrastructure that will improve the education, health, and economic outcomes of all residents.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that Mayor Friday Ellis be and is hereby authorized to enter into and execute the attached Fiber Construction Agreement with AT&T Services, Inc., on behalf of its affiliate Bellsouth Telecommunications, LLC d/b/a AT&T Southeast, 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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

FIBER CONSTRUCTION AGREEMENT

BETWEEN

AT&T SERVICES, INC., on behalf of its affiliate Bellsouth Telecommunications, LLC d/b/a AT&T Southeast, LLC

AND

CITY OF MONROE, LOUISIANA

This agreement ("Agreement") is by and between AT&T Services, Inc., on behalf of its affiliate Bellsouth Telecommunications, LLC d/b/a AT&T Southeast, LLC ("AT&T"), and City of Monroe, Louisiana ("City") and made as of date of last signature ("Effective Date"). AT&T and City may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties desire that this Agreement establishes the framework under which AT&T will expand on, construct and make available fiber optic communications facilities ("New Fiber Construction Service") to provide broadband services to consumers and businesses in Monroe, Louisiana] as specifically set forth in Exhibit A to this Agreement.

WHEREAS, the Parties intend that the New Fiber Construction Service will allow AT&T to provide robust and reliable broadband services to consumers, including unserved or underserved households and businesses in such areas.

WHEREAS, the Parties intend that upon Project completion, the New Fiber Construction Service, where practicable, shall consist of a 5 Gbps symmetrical XGSPON fiber network.

NOW, THEREFORE, the Parties enter this Agreement as set forth below:

1. **New Fiber Construction Service**: To support construction of fiber optic communication facilities ("Facilities") in the City of Monroe, Louisiana, as set forth in more detail in Exhibits A and B (the "Project"), the Parties agree as follows:

    a. **General Scope of New Fiber Services:** AT&T shall design, build, install, own, operate, maintain and manage a symmetric 10 Gbps XGSPON end-to-end fiber network that will offer muti-gigabit per second service speeds of up to 5 Gbps symmetrical service to residences within the City of Monroe, Louisiana. AT&T's construction shall include a high-performance, highly secure IP network that will deliver 99% system uptime without maintaining monthly data caps or speed reduction due to metering.

    b. **Design Plan:** AT&T will commence work on the design plan ("Design Plan") after the Effective Date. The Design Plan will align with the Proposed Project Area shown in Figure 1 of Exhibit A ("Project Area"), which shall extend, at a minimum, to the boundaries of the City limits, and will include all of the Project Area as of the Effective Date. AT&T will make commercially reasonable efforts to offer broadband services to all consumer locations within the Project Area, subject to any access restrictions or rights of entry required to provide service to a location and logistical difficulties as set forth in Section 7, but AT&T will not be required to serve consumer locations constructed after the Effective Date; provided, however, that nothing shall prevent the parties from negotiating for the inclusion of or accommodating additional consumer locations constructed after the Effective Date. AT&T is responsible for verifying the existence of public rights of way. The design and engineering of the XGSPON fiber network may continue throughout this Agreement until all construction is completed. AT&T shall also ensure, to the extent practical, that newly-deployed fiber is constructed or deployed underground. AT&T shall provide a copy of the Design Plan, and any amendments or updates thereto, to the City.

    c. **Permit Applications:** Commencing no later than 90 days after receipt of the initial payment from the City set forth in 1(d), AT&T will begin the process of applying for all necessary permits to construct the Facilities in the Project Areas. AT&T shall decide in its sole discretion how to segregate and prioritize the Project Areas in each permit application; provided, however, that AT&T shall make

commercially reasonable efforts to prioritize unserved and low-to-moderate income communities and will endeavor to apply for all permits necessary for the Project no later than 31 months after the Effective Date. The Parties agree to work collaboratively and in good faith to streamline the permit review processes for any permit applications filed with the City as part the Project and, if requested by AT&T, the City will provide reasonable assistance to facilitate the grant of permits from other relevant authorities. AT&T will use commercially reasonable efforts to prosecute any such permit applications. For avoidance of any doubt, AT&T's obligations under this Agreement are subject to receipt of any necessary permits relevant to such obligations.

d. **Construction:** AT&T shall begin construction of Facilities ("Construction") for any specific area of the Project within a commercially reasonable period after it has received all necessary permits and other necessary authorizations required to complete construction for that area, and will diligently perform such construction in a commercially reasonable manner in accordance with the estimated construction schedule ("Construction Schedule") set forth in Exhibit B, which may contemplate several construction phases ("Phases"), subject to deviations from the Construction Schedule resulting from circumstances outside of AT&T's reasonable control. The Facilities will be connected to AT&T's network within 180 days after the completion of construction. Once Facilities are fully constructed and fully connected to AT&T's network, AT&T will use such Facilities to offer services. Construction shall be completed no later than thirty-six (36) months after the Effective Date, unless extended by agreement of the parties.

e. **Cost of Work:** The City's maximum cost under this Agreement shall be $2,000,000.00 and shall be payable as set forth herein. AT&T shall be responsible for all other costs associated with the Project. AT&T shall promptly notify the City if the funds provided for under this Agreement or the Agreement's terms are insufficient to complete the Agreement's objectives.

f. **Invoicing/Payments:** AT&T will invoice City by submitting an invoice to City of Monroe, Director of Administration, P.O. Box 123, Monroe, LA 71210. Final invoice shall be accompanied by a detailed statement setting forth: 1) the total miles of fiber deployed; 2) total number of locations served; 3) total number of locations served by type (housing, business, other); and 4) the percent completion of the defined Project Area. City shall be given thirty (30) days to review and verify final invoice, including the right to request information or data from AT&T necessary to conduct such review. If the City does not contest the invoice, City will pay AT&T the invoiced amounts within sixty (60) days of the date appearing on the applicable invoice ("Invoice Date"). The following will apply with respect to invoices for charges set forth below:

   i. Upon the Effective Date, AT&T will incur significant startup costs to design, engineer, procure equipment and materials in support of the New Fiber Construction Service. Within 60 days of the Effective Date, AT&T will submit an invoice for $400,000 for a partial startup reimbursement.
   ii. After AT&T completes New Fiber Construction Service for the specified Project Area in 1(b), as adjusted, AT&T will invoice City and City will pay AT&T $1,600,000.
   iii. If the City disputes the accuracy of an invoice, it shall provide written notice to AT&T within thirty (30) days of the Invoice Date, specifically identifying the reason for the dispute. AT&T shall promptly investigate the dispute and notify the City of its findings. Following AT&T's notice of the results of its invoicing investigation, payment is due within ten (10) business days.
   iv. In addition to any other remedies available to AT&T, should the City fail to make timely payment in accordance with this Agreement, AT&T may suspend its performance under this Agreement pending payment.

g. **Progress Updates:** AT&T shall provide monthly progress updates to the City, no later than the fifth (5th) day of each month, which shall, at a minimum, include 1) the total miles of fiber deployed; 2) the percent completion of the defined Project Area; and 3) the results of any testing performed by AT&T concerning internet connectivity speeds. At the City's request, AT&T shall send a representative to a public meeting to speak or present concerning its performance under this Agreement.

h. **Testing**: AT&T shall verify and conduct internet connectivity and speed tests for each subscribed address using industry-standard practices and report the results to the City. AT&T shall also randomly test the entire fiber-optic network within the City weekly to measure download speed and upload speed and latency.

2. **Post-Implementation Services:** After construction and implementation of the Facilities, AT&T agrees to provide following additional services:

    a. **Ongoing Maintenance**: AT&T shall maintain and support the Facilities, including regular network monitoring to identify and resolve any issues, preventative maintenance to keep the network running smoothly, and scheduled upgrades to improve network performance and security.

    b. **Customer Support**: AT&T shall provide twenty-four hours a day, seven days a week (24/7) customer support to all customers, including providing access to a customer service hotline, online chat support, and email support.

    a. **Affordability**: AT&T shall provide access to affordable offerings for low-income qualified households, and shall, to the extent practicable, participate in any broad-based affordability programs that provides benefits to households with low-income consumers.

3. **Term of Agreement:** The term of this Agreement shall begin on the Effective Date and shall expire one (1) year after the date Project Construction is completed, but in no event later than five (5) years after the Effective Date (the "Expiration Date"), unless terminated earlier as provided herein.

4. **Facility Ownership:** All of the Facilities installed or used by AT&T shall at all times be and remain the personal property of AT&T, and AT&T shall be responsible for their maintenance. Neither City nor any third party shall have any rights in the Facilities except as expressly granted in writing by AT&T.

5. **Subcontractors:** AT&T may enter into subcontracts with third parties for the performance of any part of its duties and obligations under this Agreement. If AT&T enters into such subcontracts, AT&T shall endeavor to employ local subcontractors where practical. In no event shall the existence of a subcontract operate to release or reduce the liability of the AT&T to the City for any breach in the performance of the AT&T's duties. AT&T will be the single point of contact for all subcontractor work.

6. **Qualified Provider**: AT&T warrants that it is qualified to perform the New Fiber Construction Services. In the event that AT&T is no longer qualified or is unfit for any reason, AT&T agrees to withdraw from the work herein at no cost to the City. AT&T shall ensure that its personnel, including subcontractors, are, at all times, educated, trained, and qualified to perform the New Fiber Construction Services under this Agreement,

7. **Logistical Difficulties:** If, during the construction or installation of any Facilities, AT&T should encounter logistical difficulties not contemplated by the Parties hereto, then AT&T may, in consultation with the City, revise the Design Plan to accomplish cost effective work-around solutions to such difficulties. In no event shall the Design Plan be revised to provide for the construction of any broadband facilities other than fiberoptic communication facilities.

8. **Franchise/Right of Access:** Without limiting and in addition to any franchise authority separately granted to AT&T, City hereby grants AT&T all necessary franchise rights to operate in its public rights of way and to use the same for the Project.

9. **Other services; Access**: For clarity, AT&T may use the Facilities to offer other services pursuant to terms and conditions, including pricing, agreed to between AT&T and its end user customers, and the City will not be a party to such service relationships with AT&T's end user customers. In addition, construction of any facilities needed to provide services, and provision of those services, will be subject to any property owner's, homeowners' associations, or property developer's right to deny AT&T access onto its private property and/or to the living units or business office spaces.

10. **General Provisions:**

    a. **Signatures:** The Parties to this Agreement represent and warrant that they are familiar with this Agreement and with the negotiation and documents which preceded this Agreement and have the legal authority to enter into this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

    b. **Public Records Requests**: The City is a public entity and subject to the provisions of the Louisiana Public Records Law ("LPRL"), La. R.S. 44:1, *et seq.* AT&T recognizes that all records, papers, books, and other documents related to this Agreement may constitute public records within the meaning of the LPRL and may be subject to production. All records containing proprietary information must be identified and marked in accordance with La. R.S. 44:3.2(D), including bearing the designation "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION." The City retains the right to determine whether such information is, in fact,

proprietary. The City will notify AT&T of a request for records implicating this Agreement and the City's determination of whether the records will be produced with sufficient opportunity for AT&T to seek a protective order.

c. **Ownership of Records:** All records, reports, documents and other material delivered or transmitted to AT&T by the City shall remain the property of the City and shall be returned by AT&T to the City, at AT&T's expense, at termination or expiration of this Agreement.

d. **Trademarks**: Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice.

e. **Independent Contractor:** Each Party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

f. **Termination for Cause:** In the event either Party shall be in breach or default of any of the material terms, conditions or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after written notice by the nonbreaching Party, then in addition to all other rights and remedies of law or equity, the nonbreaching Party shall have the right to terminate this Agreement without any obligation or liability whatsoever. If a breach or default is of such a nature that it cannot reasonably be cured within thirty (30) days after written notice, then the cure period will be extended provided the breaching Party proceeds to diligently attempt a cure; however, in no event shall the cure period exceed 90 days after written notice of breach or default. Notwithstanding the above, either Party shall have the right, but not the obligation to terminate this Agreement immediately upon giving written notice to the other Party; and the other Party shall be entitled to remedies for any resulting damages if any of the following occur with respect to the other Party: (i) the other Party makes an assignment for the benefit of creditors or files a petition for reorganization; or (ii) a petition in bankruptcy is filed by or against the other Party (unless, in the case of a petition filed against such Party, the same is dismissed within sixty (60) days).

g. **Termination for Convenience:** The City may terminate the agreement at any time by giving thirty (30) days written notice to AT&T. Upon receipt of notice, AT&T shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders, for materials, facilities, services and supplies in connection with the performance of this Agreement. AT&T shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

h. **Termination for Non-Appropriation of Funds:** The continuation of this Agreement is contingent upon the appropriation of funds by the Monroe City Council to fulfill the requirements of this Agreement. If the Monroe City Council fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided in the City of Monroe Home Rule Charter, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated without further liability. By executing the Agreement, City warrants that City has funds appropriated and available to pay all amounts due hereunder through the end of City's current fiscal period. City further agrees to: (i) request all appropriations and funding necessary to pay for the New Fiber Construction Service for each subsequent fiscal period through the Expiration Date; (ii) use its best efforts and take all actions necessary to obtain adequate appropriations or funding to pay for the New Fiber Construction Service; and (iii) prior to termination for lack of funding or non-appropriation, negotiate in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate City's budget. If City terminates this Agreement, City agrees as follows: (i) it will pay all appropriated amounts due for New Fiber Construction Service incurred through date of termination; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term.

i. **Force Majeure:** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

j. **Indemnification:** Although the City is not liable for damages arising out of the performance of its governmental functions, in all other respects each Party agrees to indemnify, defend, and hold

harmless the other Party (including its officers, directors, principals, assigns, successors, affiliates, agents, and employees) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys' fees and court costs), incurred by the other in connection with (a) any third party claim, demand, or suit for damages, injunction or other relief to the extent it is caused by or results from the negligence, gross negligence or intentional misconduct (including, without limitation, breach or nonperformance of this Agreement) of the indemnifying Party (including any of its agents or subcontractors); (b) noncompliance with the Laws; and (c) any actual or alleged infringement of any third party's United States patent, trade secrets, trademark, copyright, or other intellectual property rights by the indemnifying Party. The indemnified Party agrees to provide the indemnifying Party with sufficient notice of any claim, to inform the indemnifying Party of any subsequent written communication regarding the claim, and to fully cooperate with the indemnifying Party in defense of the claim. This Section shall survive the expiration or earlier termination of this Agreement.

k. **Insurance:** AT&T shall carry and maintain, at its expense: Worker's Compensation in accordance with Louisiana statutory requirements; Employers Liability in an amount of "$1,000,000 per accident, per disease per employee and per disease policy limit"; 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 of $1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability and $2,000,000 in the aggregate; Automobile Liability Insurance limits of $1,000,000 limit each accident for bodily injury and property damage; and Umbrella Liability or Excess Liability Insurance shall be $5,000,000 each occurrence and aggregate. AT&T may use any combination of primary and excess insurance to meet the total limits required. AT&T agrees to include the 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 by endorsement as respects this agreement.

l. **LIMITATION OF LIABILITY:** (i) AT&T SHALL NOT BE LIABLE TO CITY FOR INTERRUPTION OF THE SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO CONSUMERS WILL BE GOVERNED EXCLUSIVELY IN THE CASE OF REGULATED SERVICES BY AT&T'S APPLICABLE TARIFFS FILED WITH THE APPROPRIATE STATE REGULATORY AGENCY, OR IN THE CASE OF NON-REGULATED SERVICES, BY THE APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE CUSTOMERS. (ii) NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR AGREEMENT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF. THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

m. **DISCLAIMER OF WARRANTIES:** NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY OF THEIR EXHIBITS. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. NO WARRANTIES OF "NON-INFRINGEMENT" HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. THE WARRANTIES, IF ANY, DESCRIBED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, STATUTORY, OR IMPLIED) AND ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, ARE HEREBY RELEASED AND WAIVED BY BOTH PARTIES HERETO.

n. **Licenses:** AT&T shall, at all times during this Agreement, maintain valid Louisiana licenses and commissions as are customarily required of such businesses.

o. **Governing Law and Regulatory Changes:** The validity, construction, and enforceability of this Agreement, as well as any causes of action relating to contractual interpretations or arising out of the performance of this Agreement, whether sounding in contract or tort, shall be governed in all respects by the laws of the State of Louisiana. The Parties agree that the courts of the State of Louisiana shall have jurisdiction over the Parties concerning any action arising out of or related to this Agreement. The venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Agreement shall lie exclusively in Ouachita Parish, Louisiana.

p. **Non-Waiver:** No course of dealing or failure by a Party to enforce any term, right or condition hereunder will be construed as a waiver of such term, right or condition.

q. **Amendments and Waivers:** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

r. **Assignment:** &T shall not transfer or assign any of its rights or obligations under this Agreement without the City's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. AT&T will provide notice to the City of any material changes in AT&T's ownership or management respecting this Agreement within thirty (30) days of any such change, if such change has a likelihood of impacting this Agreement.

s. **Severability:** If any portion of this Agreement is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

t. **Compliance with Laws:** Each Party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

u. **Certifications:** AT&T certifies that neither it nor or any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government; have, within a three year period, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; have, within a five-year period preceding this Agreement, had any public transactions, or contracts (Federal, State, or Local) terminated for cause or default, may be considered ineligible to be awarded a contract by the City; have not offered any gratuities, favors, or anything of monetary value to any official or employee of the City in exchange for this Agreement; and have not colluded to restrain trade to achieve this Agreement.

v. **Discrimination Clause**: AT&T agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and AT&T agrees to abide by the requirements of the Americans with Disabilities Act of 1990. AT&T agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by AT&T, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

w. **Maintenance of Records:** AT&T shall maintain all of its books, documents, papers, accounting records and other evidence pertaining to costs incurred or monies received under this Agreement for a period of three (3) years after the final payment under this Agreement and shall make records available, upon request, for inspection or copying at its offices during normal working hours for this purpose.

x. **Right to Audit:** No more than once per year of this Agreement, and subject to AT&T's reasonable security and confidentiality requirements, the Louisiana Legislative Auditor, federal auditors, internal auditors of the City, or other auditors so designated by the City, shall have the option to audit all accounts directly pertaining to this Agreement for period of three (3) years after the final payment under this Agreement. In the event City selects a third-party auditor, such third-party auditor may not be a competitor of AT&T nor have previously misused AT&T's confidential or proprietary information. City will direct any such third-party auditor to enter into a confidentiality agreement with AT&T in order to receive access to AT&T records or any confidential or proprietary information. Records shall be made available during normal working hours for this purpose.

y. **No Third-Party Beneficiaries:** This Agreement does not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

z. **Authorization:** AT&T and City represent that each has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of each party is

duly authorized and has been made with complete and full authority to commit the party to all terms and conditions of this Agreement which shall constitute valid, binding obligations of AT&T and City.

aa. **Notices:** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the address below for the recipient or to such other office or recipient as designated in writing from time to time.

For AT&T:

AT&T Services, Inc.

Stephanie Doiron

PO Box 77678

Baton Rouge, LA 70879

For City:

City of Monroe

Legal Department

P.O. Box 123

Monroe, LA 71201

bb. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the subject matter hereof. This Agreement shall not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or City's purchase order forms or any other documents not expressly set forth in this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first above written.

City of Monroe, LA

Signed By:_____

Name: Friday Ellis

Title: Mayor

Date:_____

AT&T

Signed By:_____

Name: Tom Monahan

Title: VP–Broadband Strategic Initiatives

Date:_____

Exhibit A

Preliminary Design Plan

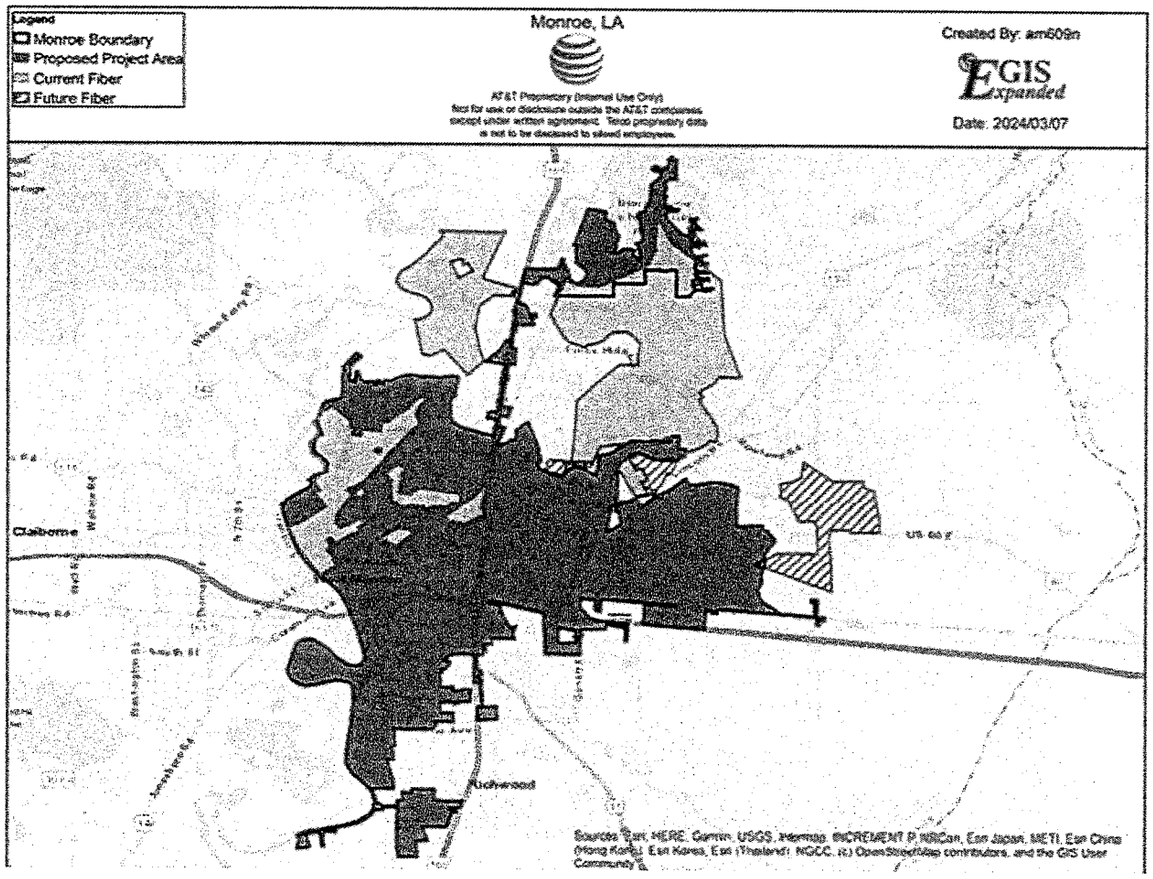


Exhibit B

Construction Schedule

Anticipated Implementation Schedule	Month(s)
Contract Executed	**Zero - Start**
Contract executed	
Project Plan Development	**1 through 28**
The local AT&T Network Planner will develop a collaborative plan to ensure a fully optimized fiber network is deployed that will provide Monroe, LA residents with a high performing broadband connection	
Detailed Design Creation and Permitting	**6 through 31**
The local AT&T Engineering team will provide the detailed design of the fiber network from the Central office to Monroe, LA customer premise locations. This includes following all required permit submittal processes to secure the necessary approval to place fiber facilities within the respective area	
Reporting **Cable Ordering and Receipt**	**7 through 32**
The local AT&T Scheduling Team will follow the detailed design provided by the AT&T engineering team to order the required fiber optic cable along with all associated material required for the respective projects. They will follow the open material orders to ensure timely receipt of material.	
Construction Cable and Equipment Placement	**8 through 35**
The local AT&T Construction team will coordinate the placement of the buried and/or aerial fiber cable, along with all associated equipment required to provide end-to-end connectivity, including handholes and fiber access points.	
Construction Cable Splicing	**10 through 36**
AT&T technicians will perform all splicing activities required to provide fiber service to Monroe, LA residents. This includes performing fusion splices at the various fiber access points and connecting fiber tethers for distribution service.	
Final Testing and Inventory Validation	**10 through 36**
AT&T Technicians will perform OTDR (Optical Time Domain Reflectometer) testing to ensure connectivity throughout the fiber network, along with quality assurance, and address inventory verification.	

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 WORK AUTHORIZATION NO. 6 BETWEEN THE CITY OF MONROE AND GARVER LLC FOR THE TAXIWAY D CONSTRUCTION – PHASE 1 PROJECT AT THE MONROE REGIONAL AIRPORT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe entered into a Master Engineering Services Agreement with Garver, LLC for engineering services at the Monroe Regional Airport on May 4, 2023;

WHEREAS, the City desires to retain Garver, LLC to provide professional engineering services for the Taxiway D Construction – Phase 1 Project, including final design services, construction administration services, on-site resident project representative services, materials testing services, and project closeout services;

WHEREAS, Work Authorization No. 6 , which, is attached hereto and made part hereof, sets forth the terms, conditions, and compensation for such services for the Taxiway D Construction – Phase 1 Project; and

WHEREAS, the cost of these services is funded by the Louisiana Department of Transportation and Development and the Federal Aviation Administration.

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, is hereby authorized to enter into and execute the attached Work Authorization No. 6 between the City of Monroe and Garver, LLC for the Taxiway D Construction – Phase 1 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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

WORK AUTHORIZATION NO. 6

*The Project/Task, Scope of Work and Compensation set forth in this Work Authorization is a part of that certain Agreement dated May 4, 2023 between the City of Monroe, Louisiana, and **Garver, LLC.** Unless otherwise specifically set forth herein, all other terms shall be as set forth in the Agreement.*

1. **Project/Task:** Taxiway D Construction – Phase 1 – Construction Phase Services

2. **Scope of Work:** See Attached Exhibit A – Scope of Services

3. **Compensation:** $616,200.00 - See Attached Exhibit B – Fee Summary

Dated as of _____, 2024.

CITY OF MONROE, LOUISIANA

By:_____
Stacey Rowell

Title: Director of Administration

Garver, LLC.

By:_____
Blake W. Roberson

Title: Vice President

EXHIBIT A
SCOPE OF SERVICES

Generally, the Scope of Services includes the following professional services for improvements to the Monroe Regional Airport. Improvements will consist primarily of Taxiway D Construction – Phase 1 as shown in Exhibit C.

- Final Design Services
- Construction Administration Services
- On-Site Resident Project Representative Services
- Materials Testing Services
- Project Closeout Services

1. FINAL DESIGN SERVICES

1.1. Final Design Services: Garver will update detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on scope changes directed to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for the award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

1.2. Owner / Agency Coordination: Garver will serve as an Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, funding, functions, and impacts.

- Reimbursable Agreement: Garver will assist with the development of a new FAA design and/or construction Reimbursable Agreement(s) (RA) for the FAA facilities construction work required by the applicable work within the project limits. The design RA will require coordination work responsibilities directly with the appropriate FAA lead planner or other personnel prior to design services. The construction RA will require execution prior to bidding to coordinate FAA Resident Engineer (RE) services within the construction schedule.

- Separate Procurement for Special Systems: Garver will assist with the development of separate procurement documents required by the AIP Handbook including such duties as assembling initial scope of work, equipment procurement requirements, design reviews, cost estimating, and reviewing the manufacturers/system installers invoices and scope of work documents to support the project. This work includes the required correspondence duties with the FAA ADO and PM as outlined in the AIP Handbook.

1.3. Construction Safety and Phasing Plan

- Garver will update the construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

- After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

1.4. Quality Control

- Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Regular internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

1.5. Plan Set Development:

The following matrix details the 100% issued for bid drawings that will require additional modification to meet the new directive from the FAA to meet funding requirements.

Plan Set	Design Phase
	100% Issued for Bid
Sheet Index	X
Summary of Quantities	X
General Notes	X
Project Layout Plan	X
Survey Control Plan	X
Construction Safety and Phasing Plans	X
Construction Safety Details	X
Existing Conditions Plans	X
Erosion Control Plans	X
Demolition Plans	X
Demolition Details	X
Storm Drain Plan and Profiles	X
Storm Drain Details	X
Typical Sections	X
Taxiway Plan and Profiles	X
Paving Layout Plans	X
Grading Plans	X
Restoration Plans	X
Pavement Marking Plans	X
Pavement Marking Details	X
Lighting Legend and General Notes	X
Lighting Removal Plans	X
Lighting Removal Details	X
Lighting Installation Plans	X
Electrical Details	X

FAA Details	X
Duct Bank Profiles	X
Vault Plans	X
Cross Sections	X
LADOTD Details	X

1.6. Quantities and Engineer's Opinion of Probable Cost: Garver will update detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

2. CONSTRUCTION ADMINISTRATION SERVICES

During the construction phase of work, Garver will accomplish the tasks below.

2.1. Issued for Construction (IFC) Documents

- Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

- Garver will submit the IFC set of plans and specifications to the FAA contacts as required by the Reimbursable Agreement for their use and review.

2.2. Construction Management Plan

- Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

2.3. Submittals

- Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

- Garver will perform initial submittal and shop drawing reviews of the Contractor's documents and then submit these prefinal submittal review to the FAA Communications Engineering Center, FAA NAVAIDs Engineering Center, and FAA Surveillance/Weather contacts as required to obtain their review comments on these submittals. Additional comments will be coordinated and incorporated prior to returning these documents to the Contractor. The FAA is required to review all FAA infrastructure systems including but not limited to the duct banks (handholes, conduits), cabling (copper), and equipment within the respective facilities by the FAA Reimbursable Agreement.

2.4. Notice to Proceed and Notice to Procure

- Garver will issue a Notice to Proceed letter to the Contractor and coordinate execution of the 00 55 00 Notice to Proceed Form.

- Garver will issue a Notice to Procure letter to the Contractor.

2.5. Preconstruction Meeting

- Garver will host the preconstruction meeting. Garver will prepare the agenda and provide meeting minutes for submission to all parties after the meeting. Garver will include all FAA contacts as required by the FAA Reimbursable Agreement, including the designated FAA Resident Engineer.

2.6. Progress Meetings

- As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend bi-weekly progress meetings with the Owner and Contractor. The expected number of meetings held on-site and via conference call are shown in the following table. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

Bid Package	Duration (Weeks)	Meetings On-Site	Meetings Via Conference Call
Base Bid	22	4	8

2.7. Coordination with RPR

- Garver's project manager or his/her qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project managers shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. The average expected frequencies during the construction period are shown in the following table.

Staff	Hours per Week
Senior Project Manager (E-6)	0.50
Civil Project Manager (E-4)	2.00
Civil Project Engineer (E-1)	0.50
Electrical Project Manager (E-3)	1.00

2.8. Owner Coordination

- Garver will consult with and advise the Owner during the construction period on an average frequency as shown on the following table.

Staff	Hours per Week
Senior Project Manager (E-6)	0.50
Civil Project Manager (E-4)	2.00
Civil Project Engineer (E-1)	0.50
Electrical Project Manager (E-3)	1.00

- Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA, including FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the Owner on a weekly basis.

- Garver will assist the Owner with updating airport exhibits when modified taxi routes are opened to air traffic. This may include Airport Diagrams and Airport Operation/Security Exhibits.

2.9. FAA Coordination

- Garver will consult with and advise the FAA during the construction period on an average frequency as shown in the following table. Garver will coordinate with the FAA Lead Planner, FAA Communications Engineering Center, FAA NAVAIDs Engineering Center, and FAA Surveillance/Weather contacts during the construction period as required by the FAA Reimbursable Agreement, including specific coordination with the FAA Resident Engineer.

Staff	Hours per Week
Senior Project Manager (E-6)	0.25
Civil Project Manager (E-4)	1.00
Electrical Project Manager (E-3)	1.00

2.10. Airport Lighting Control and Monitoring System (ALCMS) Coordination

- Garver will coordinate, review, and provide assistance as necessary for updating the airport's Airport Lighting Control and Monitoring System (ALCMS) and other control equipment via separate procurement with ADB to support the new project conditions, updated controls, field circuit modifications, and updated SMGCS plan. This work includes an early signage update package and assisting the airport with ADB invoice pay requests review.

2.11. RFIs

- Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents as needed.

2.12. Progress Payments

- Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

Bid Package	Duration (Weeks)	Pay Applications
Base Bid	22	6

2.13. Payroll Reviews

- Garver will assist the Owner in the observation of the Contractor's operations for proper classification of workers, review of the Contractor's payroll as necessary to determine compliance with Davis Bacon requirements and conduct contractor employee interviews to determine compliance with Davis Bacon requirements. Garver will keep the Contractor's payroll records on file demonstrating compliance with the Davis Bacon requirements. In addition, Garver will monitor the contractor's posting of the required EEO notice and provide general oversight of any obvious instance of a segregated workplace. Garver will submit Contractor's certified payroll records to Owner at the completion of the project.

2.14. DBE Compliance

- Garver will assist the Owner in the review of the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

2.15. Change Orders

- When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

2.16. Final Inspection

- Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

- Separately, Garver will assist in coordination and with the FAA and attend the JAI/CAI inspections so that new infrastructure can be accepted and turned over to the FAA to begin installation of their new communication equipment, testing systems, performing cutover work, and commissioning the relocated FAA communications infrastructure. These inspections may include the Owner, Contractor, Garver, FAA SSC tech ops, FAA Lead Planner, FAA Communications Engineering Center, FAA NAVAIDs Engineering Center, and/or FAA Surveillance/Weather, and designated FAA Resident Engineer, as required by the FAA Reimbursable Agreement.

- Cable testing will include Contractor required work and FAA tech ops required work for coordinating the FAA systems cutover from the existing direct earth buried cabling to the new cabling in duct bank infrastructure. Testing must be complete and accepted prior to FAA approval of the installation.

3. ON-SITE RESIDENT PROJECT REPRESENTATIVE SERVICES

3.1. Garver will provide full-time Resident Project Representative (RPR) services for the construction contract performance time. The proposed fee is based on the following:

Bid Package	Duration (Weeks)	Hours per Week	Total Hours
Construction Observer	22	40	880
Senior Construction Observer	22	8	176

- If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

3.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA.
- As necessary, conduct safety meetings with the Contractor.
- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.

- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Administer the "Construction Management Plan" prepared by Garver.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Provide up to 40 hours of survey crew time for field checking quantities, contractor's layout, etc.

3.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

3.4. Garver will meet with the FAA Lead Planner, FAA Communications Engineering Center, FAA NAVAIDs Engineering Center, and FAA Surveillance/Weather contacts as required for the FAA initial site visit of the existing conditions and the FAA direct earth buried cabling infrastructure site visit and investigations mapping work.

4. MATERIALS TESTING SERVICES

4.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements.

5. PROJECT CLOSEOUT SERVICES

5.1. At the conclusion of construction, Garver will assist the Owner with project closeout by providing a final project report which will include all necessary documents required for FAA grant closeout. Closeout documentation will be provided within 90 days of the final payment to the Contractor. At a minimum, the project closeout documents may include the following:

- Executive testing summary
- Final construction progress payment
- Final construction DBE report
- Final Construction Report
- Reconciliation change order
- Before and after construction photos

5.2. Garver will create Record Drawings and Specifications for the project based on the contractors redlined as-built drawings. Separately, Garver will provide the redlined as-built drawings to the FAA for their use in Contractor Acceptance Inspections (CAI).

5.3. Garver will review Operations & Maintenance manuals from the contractor and provide them to the Owner.

6. PROJECT DELIVERABLES

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 100% Issued for Bid Plans, Specifications, and Report to the Owner, LADOTD, and FAA
- Issued for Construction Plans and Specifications to the Owner, Contractor, LADOTD and FAA.
    - Three hard copies to the Contractor
    - Three copies hard copies to the Owner
- Construction Management Plan to the Owner and FAA
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner and FAA.
    - One hard copy to the Owner.
- Other electronic files as requested.

7. ADDITIONAL SERVICES

7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Deliverables beyond those listed herein.
- Pavement Design beyond that furnished in the Geotechnical Report.
- Design of any utility relocation.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to LADOTD.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

8.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

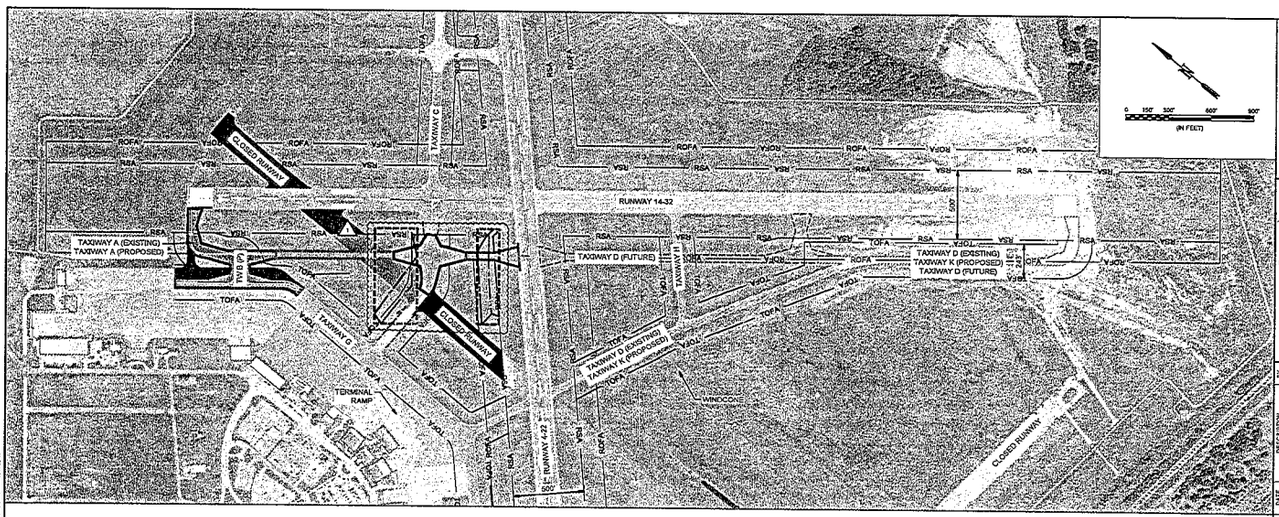
Exhibit B

Monroe Regional Airport
Taxiway D Construction - Phase 1

FEE SUMMARY

Fee Type	Title I Service	Estimated Fees
Lump Sum	Final Design Services	$ 122,980.00
Lump Sum	Project Closeout Services	$ 36,800.00
	Subtotal for Title I Service	**$ 159,780.00**

Fee Type	Title II Service	Estimated Fees
Rate Schedule	Construction Administration Services	$ 164,120.00
Rate Schedule	On-Site Resident Project Representative Services	$ 218,100.00
Rate Schedule	Materials Testing Services	$ 74,200.00
	Subtotal for Title II Service	**$ 456,420.00**
	Total All Services	**$ 616,200.00**



ITEMS OF WORK:

1. INSTALL BARRICADES, RUNWAY AND TAXIWAY CLOSURE MARKERS, AND EROSION CONTROL DEVICES.
2. PERFORM FAA DUCT BANK INSTALLATION, CABLE RELOCATION, AND CABLE SPLICING WORK PRIOR TO EARTHWORK THAT COULD EXPOSE OR DAMAGE THE EXISTING DIRECT EARTH BURIED COMMUNICATION CABLING ON-SITE. COORDINATE ALL WORK AND SCHEDULE WITH FAA RESIDENT ENGINEER.
3. PERFORM REMOVAL OF TAXIWAY A, TAXIWAY G, AND CLOSED RUNWAY.
4. PERFORM EARTHWORK OPERATIONS.
5. CONSTRUCT TAXIWAY TYPICAL SECTION FOR TAXIWAY A, TAXIWAY B, TAXIWAY D, AND TAXIWAY G.
6. CONSTRUCT CONCRETE DRAINAGE DITCHES AND INSTALL DRAINAGE INLETS.
7. INSTALL AIRFIELD LIGHTING AND SIGNAGE INFRASTRUCTURE.
8. APPLY PAVEMENT MARKINGS.
9. REMOVE BARRICADES, RUNWAY AND TAXIWAY CLOSURE MARKERS, AND EROSION CONTROL DEVICES. PERFORM CLEANUP BEFORE REOPENING ANY WORK AREA AIRCRAFT.

BIDDING SCHEDULE NOTE:

IN THE EVENT THAT ALL ALTERNATES ARE NOT AWARDED, REVISED SHEETS WILL BE ISSUED AS PART OF AN ISSUED FOR CONSTRUCTION SET.

PRINTING NOTE: SHEET SHOULD BE PRINTED IN COLOR

LEGEND

- BASE BID DEMO
- BASE BID PROPOSED
- BASE BID FAA CABLE REROUTING
- ADDITIVE ALTERNATE 1 DEMO
- ADDITIVE ALTERNATE 1 PROPOSED
- ADDITIVE ALTERNATE 2 DEMO
- ADDITIVE ALTERNATE 2 PROPOSED
- ADDITIVE ALTERNATE 3 PROPOSED
- PROPOSED PAVEMENT
- FUTURE IMPROVEMENTS
- RSA — RUNWAY SAFETY AREA
- ROFA — RUNWAY OBJECT FREE AREA
- TOFA — TAXIWAY OBJECT FREE AREA

⚠ 2 FAA CABLE REROUTING IS NOT ANTICIPATED TO BE INCLUDED IN AWARDED CONSTRUCTION CONTRACT

Louisiana 811

CAUTION: UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. HOWEVER, ALL EXISTING UTILITIES MAY NOT BE SHOWN AND THE ACTUAL LOCATIONS OF THE UTILITIES MAY VARY FROM THE LOCATIONS SHOWN. PRIOR TO BEGINNING ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITIES ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.

LOUISIANA STATE LAW, THE UNDERGROUND FACILITIES DAMAGE PREVENTION ACT, REQUIRES TWO WORKING DAYS ADVANCE NOTIFICATION THROUGH THE ONE-CALL SYSTEM CENTER BEFORE EXCAVATING USING MECHANIZED EQUIPMENT OR EXPLOSIVES (EXCEPT IN THE CASE OF AN EMERGENCY). THE ONE-CALL SYSTEM PHONE NUMBER IS 1-800-272-3020. THE CONTRACTOR IS ADVISED THAT THERE IS A SEVERE PENALTY FOR NOT MARKING THIS CALL, NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE LOUISIANA ONE-CALL SYSTEM. THEREFORE, THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE-CALL SYSTEM.

GARVER

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MARY K. TOOH
REGISTERED ENGINEER
STATE OF LOUISIANA

Digitally Signed 05/31/2024

NO.	DATE	DESCRIPTION	BY
1		ADDENDUM NO. 1	MKF

MONROE REGIONAL AIRPORT
MONROE, LOUISIANA

TAXIWAY D CONSTRUCTION
PHASE 1

PROJECT LAYOUT PLAN

JOB NO.: 16011600
DATE: MAY 2024
DESIGNED BY: MKF
DRAWN BY: JME

BARS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
GI-101

SHEET NUMBER 6

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 MOWING AND LITTER MAINTENANCE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FROM JULY 1, 2024, TO JUNE 30, 2025, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Louisiana Department of Transportation and Development ("DOTD") is obligated to repair and keep operating all highways, including municipal roads and streets that form a continuation of such highways, at its sole cost and expense, but may, at the request and approval of the local governing authority, contract with municipalities to perform such services at DOTD's expense;

WHEREAS, the City has historically entered into Mowing and Litter Maintenance Agreements with DOTD to provide for mowing and litter collection along the state highway system within the City limits, and the City desires to continue to perform said services; and

WHEREAS, a copy of the Maintenance Agreement, including mowing and litter pickup, between the City of Monroe and the State of Louisiana, through the Department of Transportation and Development, which is effective from July 1, 2024 to June 30, 2025, 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 Mayor Friday Ellis be and is hereby authorized to enter into and execute the attached Maintenance Agreement between the City of Monroe and the State of Louisiana, through the Department of Transportation and Development.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP

FOR THE FISCAL YEAR ENDING JUNE 30, 2025

BETWEEN

CITY OF MONROE

AND

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____day of,_____, 2024, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the **City of Monroe**, hereinafter referred to as ("**Municipality**"), appearing herein through its **Mayor, Friday Ellis**, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Monroe; and

NOW, **THEREFORE**, it is hereby agreed between **DOTD** and **Municipality:**

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The **Municipality** shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways. All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators. **Municipality** shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the **DOTD** District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The Municipality may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the Municipality's Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by DOTD.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of:

Eight Hundred Seventy Five and 00/100 Dollars, ($875.00) per cycle, per mile for Interstate Roadways,

Five Hundred and 00/100 Dollars, ($500.00) per cycle, per mile for divided State Roadways,

Two Hundred Fifty and 00/100 Dollars ($250.00) per cycle, per mile for undivided State Roadways

All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is:

8.00 miles, Interstate Roadways,
9.82 miles, divided State Roadways,
24.15 miles, undivided State Roadways
41.97 miles total

The total maximum amount for which the **Municipality** may claim reimbursement is **SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS, ($71,790.00)**.

It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of

the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2024**, and shall end on **June 30, 2025**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise there from, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of DOTD.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the DOTD, provided however, that claims for money due or to become due to the **Municipality** from DOTD may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this _____ day of _____, 2024.

WITNESSES:

_____

_____

CITY OF MONROE

BY: _____
(Signed Name)

_____
(Printed Name)

Tax ID. # _____

THUS DONE AND SIGNED at Monroe, Louisiana, this _____ day of _____, 2024.

WITNESSES:

_____

_____

STATE OF LOUISIANA - DOTD

BY: _____
JOE DONAHUE
DOTD SECRETARY

EXHIBIT "A"

CITY OF MONROE
ROAD DESCRIPTION

ROUTE NAME	INTERSTATE ROUTE
I-20	0.87 Miles
(From Western City Limits at Ouachita River to east end of elevated section)	
I-20	2.93 Miles
(From east end of elevated section to Garrett Road)	
I-20	3.27 Miles
(From Garrett Road to Bennett Bayou)	
I-20	0.93 Miles
(From Bennett Bayou to east end of EB On-Ramp at Milhaven)	

TOTAL INTERSTATE MILES: 8.00

ROUTE NAME	DIVIDED ROUTE
US 165 Bus.	0.72 Miles
(From beg. Divided roadway to north end bridge over Union Pacific RR)	
LA 15	0.27 Miles
(From beg. Divided roadway to end divided roadway – 15 Mi. West of JCT. US 165 Bypass)	
LA 15	0.28 Miles
(From beg. Divided roadway at Orange Street to beg. One-Way Couplet at Texas Avenue)	
US 165	7.45 Miles
(Southern City Limits 0.4 Mi. south of LA 15 to LA 553)	
US 165	0.53 Miles
(From LA 553 to Centurytel Blvd.)	
US 165	0.57 Miles
(From Centurytel Blvd. to Ouachita Christian School)	

TOTAL DIVIDED MILES: 9.82

ROUTE NAME	UNDIVIDED ROUTE
US 80 (Western City Limits to Eastern City Limits)	4.10 Miles
US 165 Bus. (From South City Limits to begin divided roadway on Ouachita Ave.)	3.10 Miles
US 165 Bus, (North couplet from north end bridge over Union Pacific RR)	0.31 Miles
US 165 Bus. (South couplet from north end bridge over Union Pacific RR)	0.32 Miles
LA 15 (From South City Limits at Rose Street to divided roadway)	0.05 Miles
LA 15 (From end divided roadway to begin divided roadway at Orange Street)	1.55 Miles
LA 15 (North couplet from Texas Avenue to JCT. US 165 at Ouachita Avenue)	0.16 Miles
LA 15 (South couplet from Texas Avenue to JCT. US 165 at Ouachita Avenue)	0.13 Miles
LA 594 (From JCT. LA 15 eastward to Eastern City Limits)	3.62 Miles
LA 840-6 (From US 80 north to old Forsythe Avenue)	3.08 Miles
LA 840-6 (From old Forsythe Avenue to JCT. US 165)	0.85 Miles
LA 3275 (From JCT. US 165 south to JCT. US 80)	0.35 Miles
I-20 (Garrett Road Frontage Road)	2.20 Miles
US 165 (Frontage Roads)	4.33 Miles

TOTAL UNDIVIDED MILES: 24.15

TOTAL MILES: 41.97

EXHIBIT "B"

Municipality _____ Fiscal Year _____
SRM No. _____
Date from: _____ Date to: _____

The Municipality will be required to report daily work activities on the form provided (Exhibit 'B' attached). The completed work shall include the Mowing and Litter amounts in cubic yards, collected each day for the duration of the cycle or period of time that the work is being performed. Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual reports.

DATE	TRASH, cubic yards	ACRES MOWED

Signed by: _____

Printed Name: _____

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 TEXAS STANDIFER TRUNKLINE REPAIRS PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will increase the contract time for the Texas Standifer Trunkline Repairs Project by 86 days; 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 Change Order No. 1 for the Texas Standifer Trunkline Repairs Project is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to execute said change order.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

Passover
7/23

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

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

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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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

ARCADIS

Mr. Morgan McCallister P.E.
City Engineer
City of Monroe, Louisiana
802 North 31st Street
Monroe, Louisiana 71202

Arcadis U.S., Inc.
3200 S. Shackleford Rd.
Little Rock, AR 72205
Tel 501 605 2456
Fax 251 441 0677
www.arcadis.com

Subject: Recommendation to Amend the GCU Contract
Texas/Standifer Trunk Sewer Rehabilitation Project
Date: June 17, 2023

Dear Mr. McCallister:

Arcadis has recommended the attached Change Order No. 1 to the Texas/Standifer Trunk Sewer Rehabilitation Project. The Change Order has been accepted and signed by the Contractor, GCU, LLC. This Change Order No. 1 is a zero cost change order and will not affect the project budget. However, an additional 86 calendar days have been included and will require City Council approval based on our recent conversations with your staff.

As you are aware, subsurface and utility conditions were expected to create complications to the construction efforts. These constraints identified during construction have been managed to avoid additional cost, but have required additional time to procure material and complete the work. The additional time request justification as shown on the actual change order document is:

Inclement Weather Allowance: 21 days
Shot 1 Standifer Lift Station Issues: 1 day
Standifer Lift Station Issues week of February 12, 2024: 4 days
Procurement for additional manholes and other Change Order materials: 45 days
Point Repair No. 2: 15 days

Please include this request on the next City Council agenda for consideration.

Sincerely,
Arcadis U.S., Inc.

Peter McMaster, PE
Vice President

COPY:
Mr. Arthur Holland, Monroe Engineering Department
Mr. Curt Kelly, Monroe Director of Purchasing
Mr. David Stanley, PE, Arcadis

TEXAS/STANDIFER TRUNK SEWER REHABILITATION PROJECT

CHANGE ORDER FORM

DATE: May 28, 2024

OWNER:
City of Monroe, LA

CITY RESOLUTION NO.: 8547

CHANGE ORDER NO.: One (1)

CONTRACTOR:
Gulf Coast Underground, LLC
5655 Middle Rd
Theodore, LA 36582

PROJECT DESCRIPTION:	Rehabilitation of approximately 9,000 LF of the Texas to Standifer 30-in CMP lined gravity trunk main from Dick Taylor to 3rd Street with associated pipe repairs, manhole replacements, and manhole rehabilitation.
CHANGE ORDER DESCRIPTION:	Modification of the contract due to field conditions and changes in conditions during construction.

ORIGINAL CONTRACT AMOUNT: $ 7,245,329.80

PREVIOUS CHANGE ORDERS AMOUNT: $ -

THIS CHANGE ORDER AMOUNT: $ -

PREVIOUS CONTRACT AMOUNT (previous change orders) $ 7,245,329.80

TOTAL CONTRACT AMOUNT (Revised): $ 7,245,329.80

TOTAL CHANGE ORDER AMOUNT TO DATE: $ -

PERCENT OF CONTRACT AMOUNT (total change orders): 0.0%

ORIGINAL CONTRACT DAYS (SUBSTANTIAL):	200
ORIGINAL CONTRACT DAYS (FINAL):	40
ORIGINAL CONTRACT DAYS (TOTAL):	240
ADDITIONAL CONTRACT DAYS:	86
REVISED CONTRACT DAYS (TOTAL):	326

ITEM			
1-1.	**Description:** Item No. 19, Sanitary Sewer Point Repair: Up to 15 LF - 30-in Diameter, is reduced from an estimated quantity of 3 to a quantity of 2. **Reason:** Based on the conditions in the field, only 2 point repairs appear to be required for completion of the project. **Cost:** The item shall be reduced by a quantity of one (1) at a unit price of $74,487.50 each.	$ (74,487.50)	✓
1-2.	**Description:** Item No. 21, Sanitary Sewer Point Repair, 30-in Diameter Additional Footage (Pipe Provided by Contractor) shall be reduced from an estimated quantity of 56 LF to a quantity of 28 LF. **Reason:** Planned point repairs currently require no contractor supplied material, however, 28 LF shall remain in the contract until point repair number 2 on Georgia Avenue is complete. **Cost:** The contract item will be reduce by a quantity of 28 LF at $1,578.15 per linear foot.	$ (44,188.20)	✓

1-3.	**Description:** Item No. 31, Manhole Rehab (FRCL), shall be increased from an estimated quantity of 5,474 SF to a quantity of 6,114 SF. **Reason:** Due certain manholes being rehabilitated vs replaced, additional FRCL coating is required for the contract. Resin based coating shall have minimal quantity impact. **Cost:** The cost for this item shall be an additional 640 SF at $38.30 per square foot.	$	24,512.00
1-4.	**Description:** Item No. 32, Manhole Cone Replacement: Existing Manholes shall be increased from an estimated quantity of 4 cone replacements to a quantity of 13 cone replacements. **Reason:** To account for the number of locations required for CIPP liner inversion. **Cost:** The cost for this item shall be a quantity of nine (9) at $12,435.65 each.	$	111,920.85
1-5.	**Description:** Item No. 33a, Manhole Ring & Cover Replacement, Including Sewer Sentry, is hereby added to the contract with a modified unit price of $6,621.75 each compared to the original bid price of Item No. 33 of $4,923.75 each. **Reason:** The City requested a change in material from standard cast iron per the specifications to composite material. The additional cost is per the manufacturer of the City directed material change. **Cost:** The cost for this item shall be an additional $1,698.00 for each of the estimated 14 units.	$	23,772.00
1-6.	**Description:** Item No. 34, Restore Sewer Service up to 13 LF, is reduced from an estimated quantity of 20 each to an estimated quantity of 2 each. **Reason:** Sewer services connected to mains have not been encountered on the project. **Cost:** This item shall be reduced by a quantity of 18 at $7,536.10 each.	$	(135,649.80)
1-7.	**Description:** Item No. 35, Sewer Service, Additional LF shall be reduced from an estimated quantity of 50 LF to a quantity of 14 LF. **Reason:** Sewer services connected to mains have not been encountered on the project. **Cost:** This item shall be reduced by a quantity of 36 feet at $108.25 per linear foot.	$	(3,897.00)
1-8.	**Description:** Item No. 38, Post-Rehabilitation CCTV Inspection of Lateral from Cleanout shall be reduced from an estimated quantity of 400 LF to a quantity of 0 LF. **Reason:** This contract item is not required. **Cost:** This item shall be reduced by a quantity of 400 LF at $33.55 per linear foot.	$	(13,420.00)
1-9.	**Description:** Item No. 39, Post-Rehabilitation CCTV Inspection of Lateral from Main shall be reduced from an estimated quantity of 400 LF to a quantity of 50 LF. **Reason:** Sewer services connected to mains have not been encountered on the project. **Cost:** This item shall be reduced by a quantity of 350 LF at $18.10 per linear foot.	$	(6,335.00)
1-10.	**Description:** Item No. 41, Remove Existing Manholes (3-ft to 5-ft diameter), shall be reduced from an estimated quantity of 7 each to a quantity of 4 each. **Reason:** Due certain manholes being rehabilitated vs replaced, the quantity of manholes removed has been reduced. **Cost:** This item shall be reduced by a quantity of 3 EA at $4,418.75 each.	$	(13,256.25)

1-11.	**Description:** Item No. 42, Furnish and Install New 7-ft Diameter Manhole, shall be reduced from an estimated quantity of 6 each to a quantity of 4 each. **Reason:** Due certain manholes being rehabilitated vs replaced, the quantity of manholes removed has been reduced. **Cost:** This item shall be reduced by a quantity of 2 EA at $107,312.50 each.	$	(214,625.00)
1-12.	**Description:** Item No. 42, Furnish and Install New 4-ft Diameter Manhole, shall be reduced from an estimated quantity of 1 each to a quantity of 0 each. **Reason:** Due certain manholes being rehabilitated vs replaced, the quantity of manholes removed has been reduced. **Cost:** This item shall be reduced by a quantity of 1 EA at $19,568.75 each.	$	(19,568.75)
1-13.	**Description:** Item No. 44, Furnish and Install Outside Drop Connection, shall be increased from an estimated quantity of 5 each to a quantity of 8 each. **Reason:** To reconcile the number of 8-in drop connections connected to manholes. **Cost:** This item shall be increased by a quantity of 3 each at a unit price of $8,837.50.	$	17,675.00
1-14.	**Description:** Item No. 46, Bypass of 8-in Forcemain at GM-13, shall be added to the contract as a lump sum. **Reason:** Additional bypass requirement for previously unknown conditions. **Cost:** This item shall be a lump sum of $15,715.00	$	15,715.00
1-15.	**Description:** Item No. 47, Additional Material Requirements for 12-in Gravity Main, shall be added to the contract as a lump sum. **Reason:** Previously unknown sewer mains were encountered during construction requiring additional work and bypass. **Cost:** This item shall be a lump sum of $5,200.00.	$	5,200.00
1-16.	**Description:** Item No. 48, Additional Bypass for 12-in Gravity Main, shall be added to the contract as a lump sum. **Reason:** Previously unknown sewer mains were encountered during construction requiring additional work and bypass. **Cost:** This item shall be a lump sum of $16,500.00	$	16,500.00
1-17.	**Description:** Item No. 49, Additional Bypass of 42-in Gravity Main for Dewatering Standifer LS, shall be added to the contract as a lump sum. **Reason:** Due to issues with water levels during CIPP liner shot No. 1, additional cost for bypass was agreed upon. **Cost:** This item shall be a lump sum of $2,650.00	$	2,650.00
1-18.	**Description:** Item No. 50, Time and Materials for Water Main Break at Joffre & Georgia, shall be added to the contract as a lump sum. **Reason:** A water main at Joffre and Georgia caused water infiltration into the excavation for replacement of a manhole. Mitchell Construction provided labor for repair of the first main break and was allowed for a total of 3 lost days of work. After negotiation, the following cost was accepted by the City. **Cost:** This item shall be a lump sum of $42,473.63.	$	42,473.63

1-19.	**Description:** Item No. 51, Install 6-in Service Connection to Manhole, shall be added as a quantity of 1 each. **Reason:** To account for an additional service connection to the manhole at the intersection of Thomas and Georgia. **Cost:** This item shall be an addition of 1 each at a unit price of $2,000.00 each.	$	2,000.00
1-20.	**Description:** Item No. 52, Install 12-in Gravity Manhole Drop Connection, shall be added to the contract at a quantity of 1 each. **Reason:** To account for a 12-in gravity connection previously unknown to exist. **Cost:** This item shall be an addition of 1 each at a unit price of $14,331.25	$	14,331.25
1-21.	**Description:** Item No. 53, Install 12-in Force Main Manhole Drop Connection, shall be added to the contract at a quantity of 1 each. **Reason:** To account for a 12-in force main connection previously unknown to exist. **Cost:** This item shall be an addition of 1 each at a unit price of $18,093.75	$	18,093.75
1-22.	**Description:** Item No. 54, Additional Bypass for 12-in Force Main, shall be added to the contract as a lump sum. **Reason:** Previously unknown sewer mains were encountered during construction requiring additional work and bypass. **Cost:** This item shall be a lump sum of $20,937.50	$	20,937.50
1-23.	**Description:** Item No. 55, Removal of Concrete Encasement or from Mains, shall be added to the contract at a quantity of 10 hours. **Reason:** For removal of concrete and grout previously unknown to exist. **Cost:** This item shall be added as an hourly rate at a quantity of 10 hours at a rate of $650 per hour.	$	6,500.00
1-24.	**Description:** Item No. 56, Labor and Equipment for Plugging and Pressure Washing Standifer LS Barscreen, shall be added to the contract at a lump sum. **Reason:** GCU provided labor an materials on Friday, February 16, 2024 for plugging the 42-in gravity sewer main and pressure washing the bar screen. **Cost:** This item shall be a lump sum of $9,221.00	$	9,221.00
1-25.	**Description:** Item No. 57, Lost Time for Mobilized Labor and Equipment, shall be added to the contract at a quantity of 3 days. **Reason:** During the week of February 12, 2024, in addition to the labor and cleaning provided in contract Item No. 56, GCU lost and additional 3 days of labor due to circumstances beyond the contractor's control, namely the inoperability of the City's Standifer Lift Station. **Cost:** This item shall be an addition of 3 days at $7,422.00 per day.	$	22,266.00
1-26.	**Description:** Item No. 58, Additional 12-in Gravity Sewer Main, shall be added to the contract at a quantity of 9 LF. **Reason:** Due to a break in the existing 12-in clay gravity sewer main, the subcontractor to GCU, Mitchell Construction, installed an additional 9 LF of 12-in gravity sewer. **Cost:** This item shall be 9 LF at $843.75 per linear foot.	$	7,593.75

1-27.	**Description:** Item No. 59, Re-cleaning of 30-in Gravity Sewer Main, shall be added to the contract at a quantity of 384 LF. **Reason:** Following a water main break at Georgia and Joffre, GCU was required to re-clean a previously cleaned segment of gravity sewer in order to prepare for CIPP lining. **Cost:** This item shall be a quantity of 384 LF at a unit price of $42.80 per linear foot.	$ 16,435.20
1-28.	**Description:** Item C1, Contingency Allowance, shall be increased by the value of the total contract deduction for Change Order No. 1 Items 1-1 through 1-27. **Reason:** To provide additional allowance for unforeseen conditions at the project progresses. **Cost:** This item shall be increased by a lump sum value of $147,630.57 bringing the total value of the Contingency Allowance to $397,630.57.	$ 147,630.57
1-29.	**Description:** Additional time for completion of the contract shall be added. Time for substantial completion shall be increased from 200 calendar days to calendar 286 days. Final completion shall be achieved within 326 calendar days: Inclement Weather Allowance: 21 days Shot 1 Standifer Lift Station Issues: 1 day Standifer Lift Station Issues week of February 12, 2024: 4 days Procurement for additional manholes and other Change Order materials: 45 days Point Repair No. 2: 15 days Substantial Completion must be achieved by July 30, 2024. Final completion of the project must be achieved no later than August 9, 2024. **Reason:** To allow adequate time for construction of Change Order 1 and to make allowance for contractor lost time due to inclement weather and other delays. **Cost:** There is no cost associated with Item 1-29 of this Change Order.	$ -

TOTAL CHANGE ORDER NO.: 1 **$0.00**

RECOMMENDED BY:

Peter McMaster, P.E.
Vice President, Arcadis

ACCEPTED BY:

Paul Kleinschrodt, PE
Vice President, GCU, LLC

APPROVED BY:

City of Monroe, LA

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. TWO (2) FOR THE WPCC – EQUALIZATION BASIN DREDGING PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 2 will increase the contract time for the WPCC – Equalization Basin Dredging Project by 48 days; and

WHEREAS, Change Order No. 2 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 Change Order No. 2 for the WPCC – Equalization Basin Dredging Project is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to execute said change order.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

CHANGE ORDER

Owner:	City of Monroe, Louisiana	**Change Order No.:**	2
Project Name:	WPCC Improvements - Flow Equalization Basin Dredging Project	Owner Project No.	23SEW003
Contractor:	The Lemoine Company, LLC	Contract Date:	7/11/2023
Engineer:	Manchac Consulting Group, Inc.	Notice to Proceed Date:	9/1/2023

The contract is changed as follows:

Original Contract Value:	$	2,834,000.00
Change Order Request :	$	-
Percent Increase:		**0.00%**
Cumulative Cost of Previous Change Orders	$	86,914.00
Cumulative Cost of Change Orders to Date:	$	86,914.00
Percent Increase (Cumulative):		**3.07%**
Contract Value including all Changed Orders to date:	$	2,920,914.00

Original Substantial Completion Date	5/13/2024
days per original contract:	300
previous Change Orders increase contract days by:	10
this Change Order increases contract days by:	**48**
Substantial Completion Date with all approved Change Orders:	7/10/2024

RECOMMENDED:

Manchac Consulting Group, Inc.
Engineer (Firm Name)

10542 S. Glenstone Place
Address

Baton Rouge, LA 70810
City, State & Zip

Chris LaCroix
By (Type/Print)

By (Authorized Signature)

06.17.24
Date

ACCEPTED:

The Lemoine Company, LLC
Contractor (Firm Name)

1200 Brickyard Lane Suite 300
Address

Baton Rouge, LA 70802
City, State & Zip

Dennis J Gremillion
By (Type/Print)

By (Authorized Signature)

6/17/24
Date

CITY OF MONROE, LOUISIANA
802 North 31st Street
Monroe, LA 70809

APPROVED BY:

CITY OF MONROE ENGINEERING DEPARTMENT

By (Authorized Signature)

By (Type/Print)

Date

CITY OF MONROE DIRECTOR OF ADMINISTRATION

By (Authorized Signature)

By (Type/Print)

Date

CHANGE ORDER

Owner:	City of Monroe, Louisiana	**Change Order No.:**	**2**
Project Name:	WPCC Improvements - Flow Equalization Basin Dredging Project	Owner Project No.	23SEW003
Contractor:	The Lemoine Company, LLC	Contract Date:	7/11/2023
Engineer:	Manchac Consulting Group, Inc.	Notice to Proceed Date:	9/1/2023

This document shall become an amendment to the contract, and all provisions of the contract will apply thereto.

You are hereby directed to make and comply with the following changes in the Contract Documents:

Contract completion time is increased by: **48 CALENDAR DAYS**

Item No.	DESCRIPTION and EXPLANATION of Change(s): *(Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.)*	Change in Project Funds
Description	Additional contract time	
		TOTAL $ -

Explanation Additional 48 days added to contract time due to weather delays encounted from Dec 20, 2023 through February 28, 2024. The weather delay prohibited the installation of the liners in the laydown area.

Attachments **(list documents supporting change):**
Lemoine letter dated June 17, 2024

TOTAL Amount Added This Change Order: $ -

June 17, 2024

Chris LaCroix, P.E.
Waggoner Engineering
10542 Glenstone Place
Baton Rouge, LA 70810

RE: WPCC Improvements Flow Equalization Basin Dredging

Dear Chris,

The Lemoine Company is requesting a change order to add 48 days to the substantial completion date to the WPCC Improvements Flow Equalization Basin Dredging project. This request is due to the weather delay that held up the installation of the liners in the laydown area. The delay was from 12/20/2023 to 2/28/2024. The current substantial completion date is 5/23/2024 and adding 48 days to the contract will change the new date substantial completion date to 7/10/2024. There is no additional cost for this request.

Please call or email if you have any questions.

Sincerely,

Michael Ferguson
The Lemoine Company, LLC

VIA Electronic Mail

Weather Delay Breakdown		
Rain	12/17/2023	Too Wet To Install Liner
	12/18/2023	Too Wet To Install Liner
	12/19/2023	Too Wet To Install Liner
Start of Delay	12/20/2023	Too Wet To Install Liner
	12/21/2023	Too Wet To Install Liner
	12/22/2023	Too Wet To Install Liner
	12/23/2023	Too Wet To Install Liner
	12/24/2023	Too Wet To Install Liner
Rain	12/25/2023	Too Wet To Install Liner
	12/26/2023	Too Wet To Install Liner
	12/27/2023	Too Wet To Install Liner
	12/28/2023	Too Wet To Install Liner
	12/29/2023	Too Wet To Install Liner
	12/30/2023	Too Wet To Install Liner
	12/31/2023	Too Wet To Install Liner
	1/1/2024	Too Windy to install liner
	1/2/2024	Too Windy to install liner
	1/3/2024	Too Windy to install liner
	1/4/2024	Too Windy to install liner
	1/5/2024	Too Windy to install liner
Rain	1/6/2024	Too Wet To Install Liner
	1/7/2024	Too Wet To Install Liner
	1/8/2024	Too Wet To Install Liner
Rain	1/9/2024	Too Wet To Install Liner
	1/10/2024	Too Wet To Install Liner
	1/11/2024	Too Wet To Install Liner
Rain	1/12/2024	Too Wet To Install Liner
Rain	1/13/2024	Too Wet To Install Liner
	1/14/2024	Too Wet To Install Liner
	1/15/2024	Too Wet To Install Liner
	1/16/2024	Too Wet To Install Liner
	1/17/2024	Too Wet To Install Liner
	1/18/2024	Too Wet To Install Liner
	1/19/2024	Too Wet To Install Liner
	1/20/2024	Too Wet To Install Liner
	1/21/2024	Too Wet To Install Liner
Rain	1/22/2024	Too Wet To Install Liner
Rain	1/23/2024	Too Wet To Install Liner
Rain	1/24/2024	Too Wet To Install Liner
Rain	1/25/2024	Too Wet To Install Liner
Rain	1/26/2024	Too Wet To Install Liner
Rain	1/27/2024	Too Wet To Install Liner
	1/28/2024	Too Wet To Install Liner
	1/29/2024	Too Wet To Install Liner
	1/30/2024	Too Wet To Install Liner

	1/31/2024	Too Wet To Install Liner
	2/1/2024	Too Wet To Install Liner
	2/2/2024	Too Wet To Install Liner
	2/3/2024	Too Wet To Install Liner
Rain	2/4/2024	Too Wet To Install Liner
	2/5/2024	Too Windy to install liner
	2/6/2024	Too Windy to install liner
	2/7/2024	
	2/8/2024	
	2/9/2024	
Rain	2/10/2024	Too Wet To Install Liner
Rain	2/11/2024	Too Wet To Install Liner
Rain	2/12/2024	Too Wet To Install Liner
	2/13/2024	Too Wet To Install Liner
	2/14/2024	Too Wet To Install Liner
	2/15/2024	Started windrowing the laydown area
	2/16/2024	Continued windrowing
	2/17/2024	Continued windrowing
	2/18/2024	Continued windrowing
	2/19/2024	Continued windrowing
	2/20/2024	Continued windrowing
	2/21/2024	Regrading & Compacting Laydown Area
	2/22/2024	Regrading & Compacting Laydown Area
	2/23/2024	Regrading & Compacting Laydown Area
	2/24/2024	Too Windy to install liner
	2/25/2024	Too Windy to install liner
	2/26/2024	Too Windy to install liner
	2/27/2024	Too Windy to install liner
End of Delay	2/28/2024	Too Windy to install liner
	2/29/2024	Started installing Liner & had to stop due to wind
	3/1/2024	Installed Liner
	3/2/2024	Installed Liner
	3/3/2024	Finished Installing Liner

Daily Project Log: Wednesday 12/20/2023

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 35 - 62

Daily Report No.: 43 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Put pipe together			3
			Total Manpower:	**3**

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 2:51 PM

Daily Project Log: Friday 12/29/2023

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Mostly Sunny **Wind:** mph **Temp (F):** 35 - 51

Daily Report No.: 45 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-191- PUMP & CLEAN EXC`S	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 2:55 PM

Report Printed On: 7/10/2024

Daily Project Log: Monday 1/8/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Scattered Storms **Wind:** mph **Temp (F):** 40 - 58

Daily Report No.: 48 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Organiize trailors			3
			Total Manpower:	**3**

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 3:02 PM

Daily Project Log: Monday 1/15/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Haze **Wind:** mph **Temp (F):** 19 - 23

Daily Report No.: 51 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Ground frozen

Signed By:

T D

TODD DALRYMPLE on 7/10/2024 3:04 PM

Report Printed On: 7/10/2024

Daily Project Log: Tuesday 1/23/2024

23.1133. WPCC EQ Dredging Project

Weather: Heavy Rain **Wind:** mph **Temp (F):** 55 - 67

Daily Report No.: 48 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Rain Out

Signed By:

TD

TODD DALRYMPLE on 1/24/2024 7:32 AM

Report Printed On: 1/24/2024

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Mist and Fog **Wind:** mph **Temp (F):** 38 - 68

Daily Report No.: 53 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Lay down area to wet to install liners
Pond level still to high to see pillings
Marsh exevactor delivered at 1 PM

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Put on pipe fittings			3

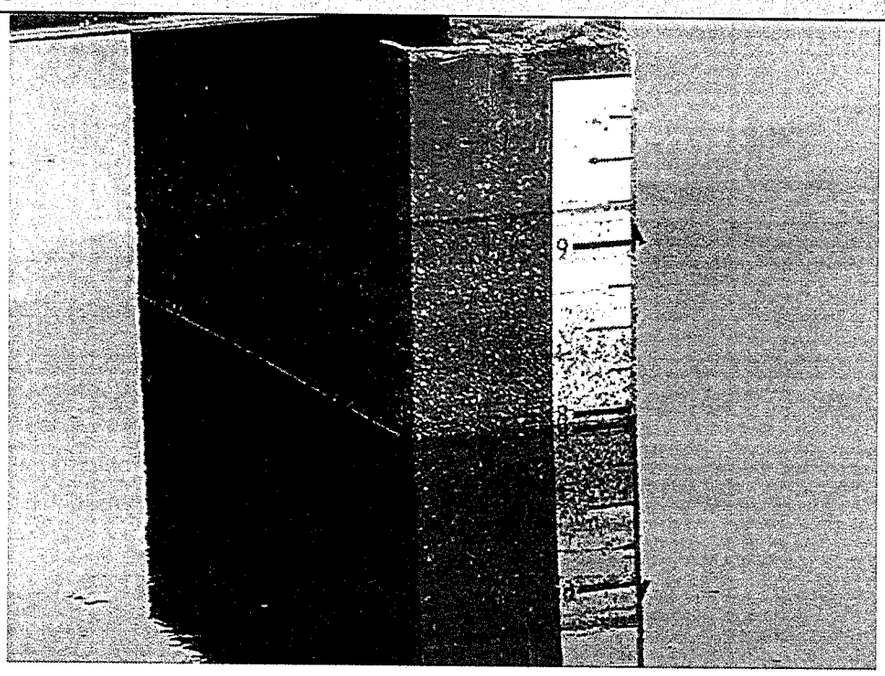
Total Manpower: **3**

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3581.JPG



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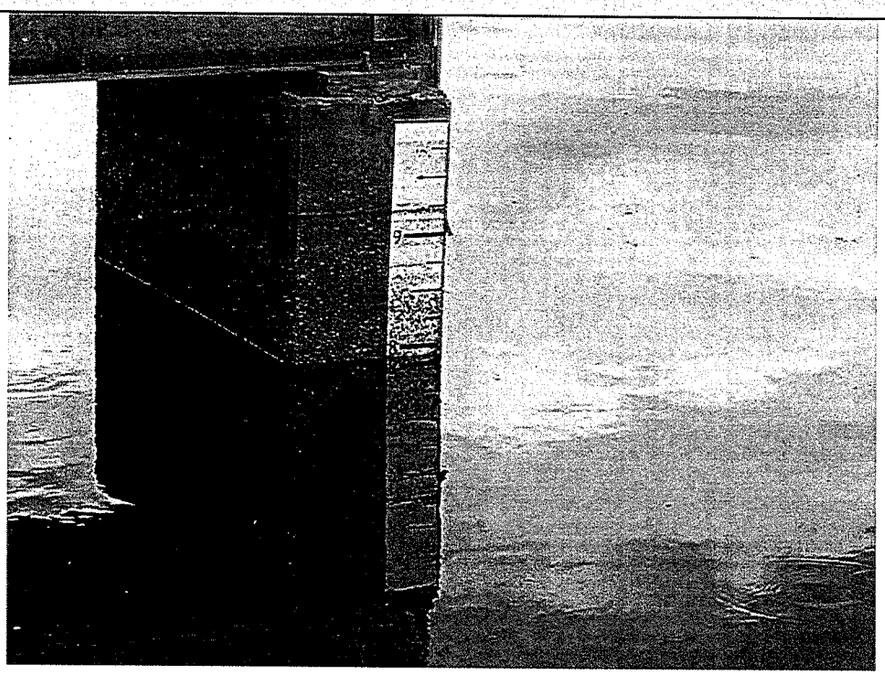
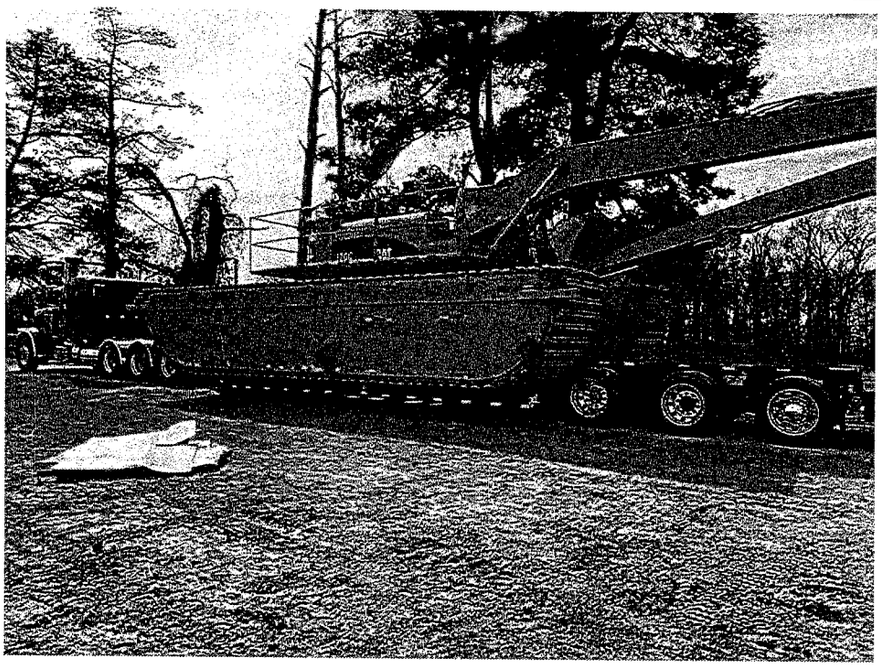


IMG3578.JPG

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE



Signed By:

TD

TODD DALRYMPLE on 2/2/2024 7:22 AM

Report Printed On: 2/2/2024

Daily Project Log: Wednesday 2/7/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 39 - 69

Daily Report No.: 56 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Start losening pile
can barely see them
Lay down still too wet to install liner

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Marsh Ex						US Aqua Marsh Exevactor

Timecard Employees

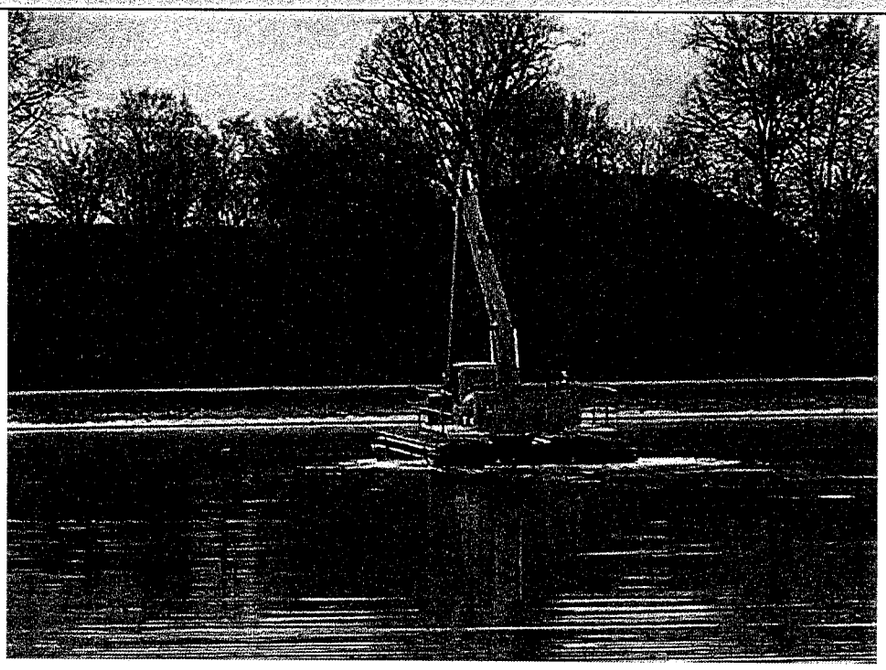
Name	Phase	Class	Hours
CHARLES ONEAL	02-1-775- Concrete Pile Removal - CO #1	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Wednesday 2/7/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3618.JPG



Signed By:

T D

TODD DALRYMPLE on 2/8/2024 7:41 AM

Report Printed On: 2/8/2024

Daily Project Log: Tuesday 2/13/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 37 - 62

Daily Report No.: 59 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Pump water out of drainage ditches
Still to wet to install liner

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-191- PUMP & CLEAN EXC`S	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Tuesday 2/13/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3637.JPG

Signed By:

T D

TODD DALRYMPLE on 2/14/2024 7:44 AM

Report Printed On: 2/14/2024

Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

Weather: Mist and Fog **Wind:** mph **Temp (F):** 43 - 76

Daily Report No.: 62 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Continue drying dirt
Start grading on the south end

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Dozer						H&E Komatsu D51

Timecard Employees

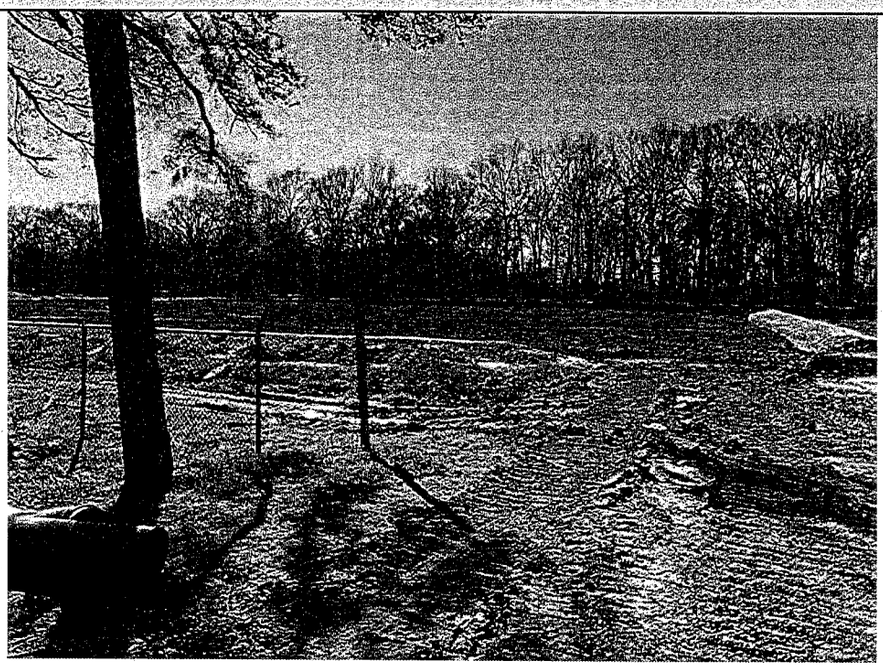
Name	Phase	Class	Hours
CHARLES ONEAL	31-2-053- MACH GRADE SITE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3654.JPG



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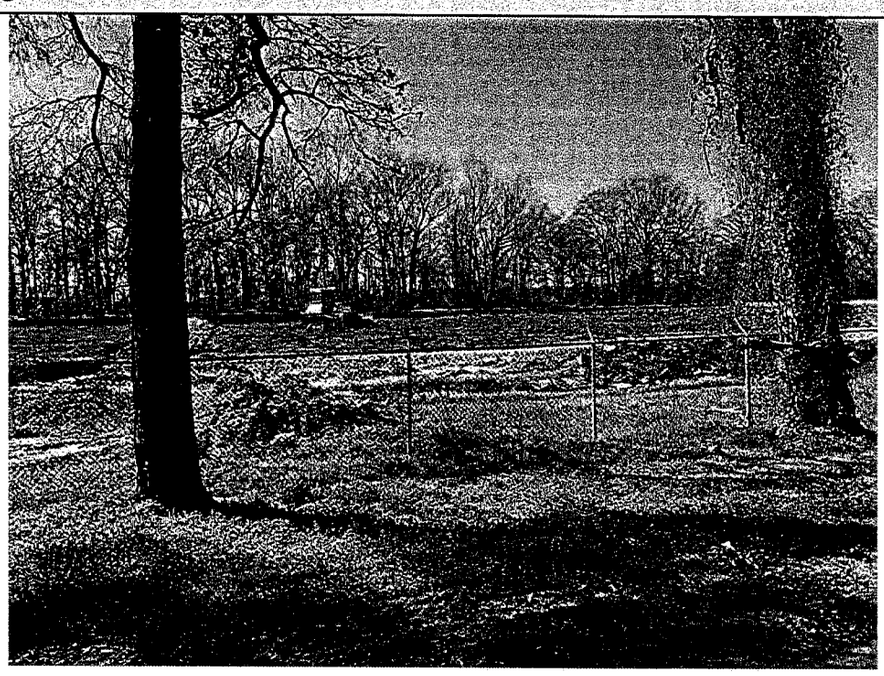
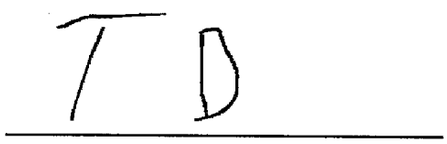


Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Signed By:



TODD DALRYMPLE on 2/21/2024 7:47 AM

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Partly Cloudy **Wind:** mph **Temp (F):** 60 - 80

Daily Report No.: 64 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Finish cleaning out drainage ditches and build levees back
Ready for liners when the wind lets up

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3
			Total Manpower:	**3**

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-083- MACH UTIL PPG EXCAVATE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3674.JPG

IMG3673.JPG

IMG3671.JPG

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Signed By:

T D

TODD DALRYMPLE on 2/27/2024 7:44 AM

Report Printed On: 2/27/2024

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Scattered Storms **Wind:** mph **Temp (F):** 41 - 54

Daily Report No.: 67 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Install liner starting on north end of lay down area
Had to stop about 1:30 because the wind got to bad

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3
			Total Manpower:	**3**

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

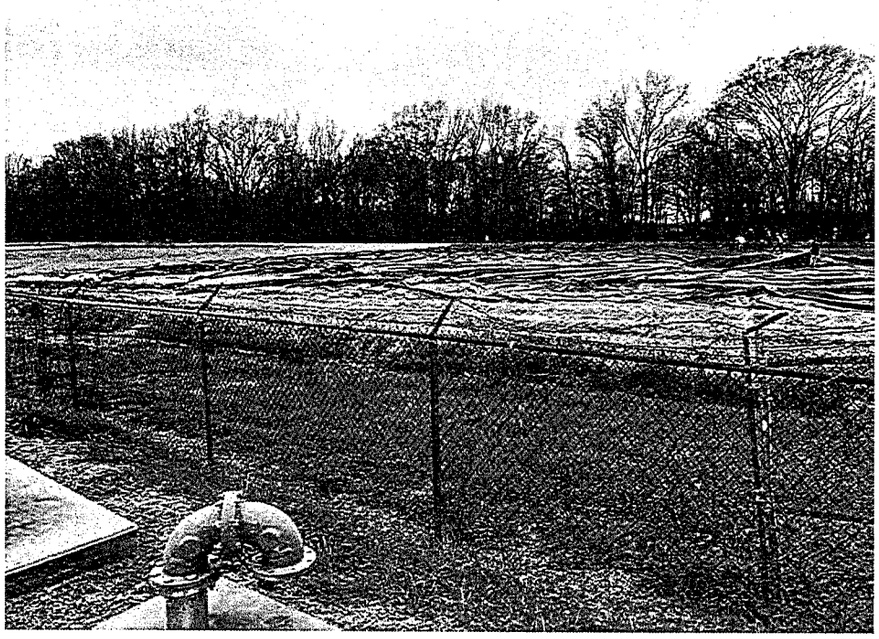
Name	Phase	Class	Hours
CHARLES ONEAL	31-2-083- MACH UTIL PPG EXCAVATE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3681.JPG



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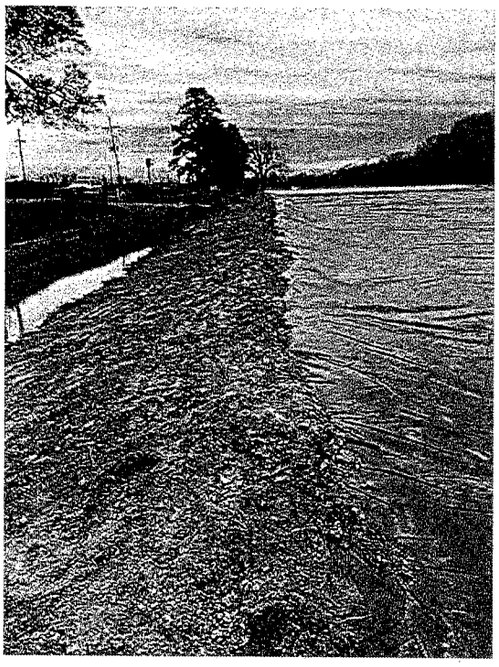
Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE



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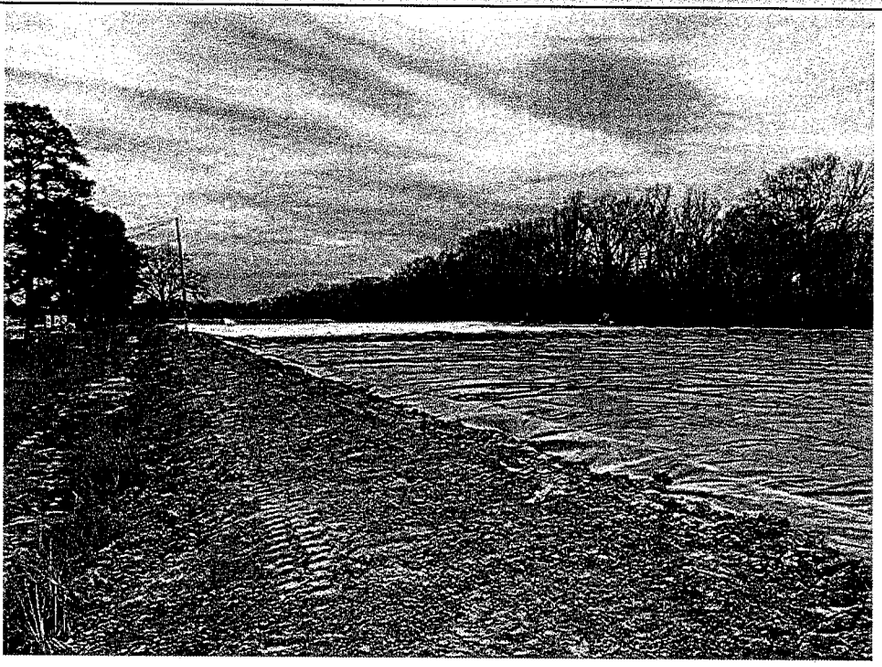

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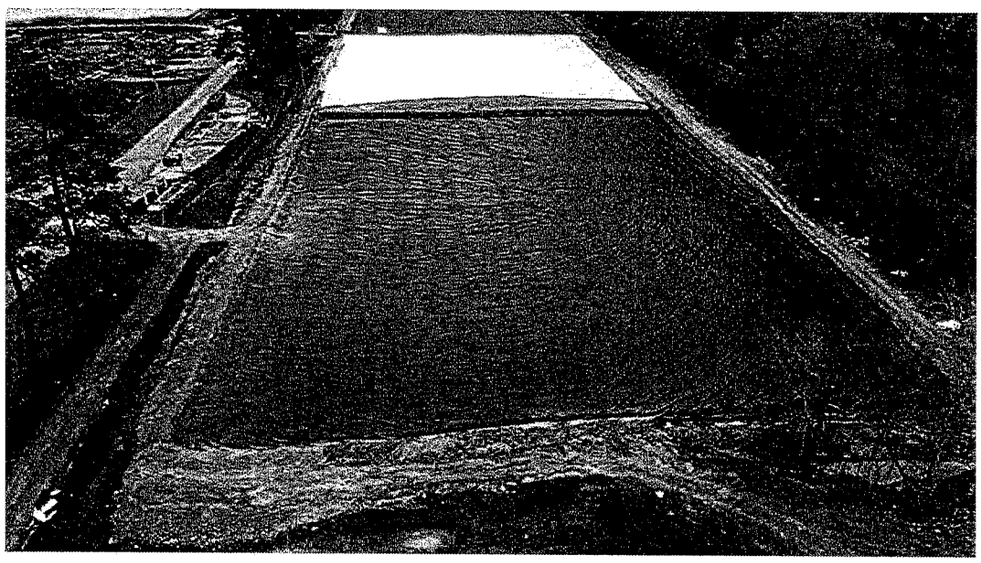
Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE



Signed By:

T D

TODD DALRYMPLE on 3/1/2024 7:46 AM

Report Printed On: 3/1/2024

```
# ---------------------------------- WARNING ----------------------------------------
# Some of the data that you have obtained from this U.S. Geological Survey database
# may not have received Director's approval. Any such data values are qualified
# as provisional and are subject to revision. Provisional data are released on the
# condition that neither the USGS nor the United States Government may be held liable
# for any damages resulting from its use.
#
# Additional info: https://waterdata.usgs.gov/provisional-data-statement/
#
# Contact:   gs-w_waterdata_support@usgs.gov
# retrieved: 2024-07-16 10:14:10 EDT       (caww01)
#
# Data for the following 1 site(s) are contained in this file
#    USGS 323146092041800 Precip at Bayou De Siard at NE Drive at Monroe, La
# ------------------------------------------------------------------------------------
#
# Data provided for site 323146092041800
#            TS   parameter     statistic     Description
#        313911       00045     00006     Precipitation, total, inches (Sum)
#
# Data-value qualification codes included in this output:
#     A  Approved for publication -- Processing and review completed.
#
agency_cd       site_no datetime        313911_00045_00006      313911_00045_00006_cd
5s      15s     20d     14n     10s
USGS    323146092041800 2023-12-20      0.00    A
USGS    323146092041800 2023-12-21      0.00    A
USGS    323146092041800 2023-12-22      0.00    A
USGS    323146092041800 2023-12-23      0.01    A
USGS    323146092041800 2023-12-24      1.14    A
USGS    323146092041800 2023-12-25      0.00    A
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USGS	323146092041800	2024-02-28	0.00	A

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# ---------------------------------- WARNING ----------------------------------------
# Some of the data that you have obtained from this U.S. Geological Survey database
# may not have received Director's approval. Any such data values are qualified
# as provisional and are subject to revision. Provisional data are released on the
# condition that neither the USGS nor the United States Government may be held liable
# for any damages resulting from its use.
#
# Additional info: https://waterdata.usgs.gov/provisional-data-statement/
#
# Contact:   gs-w_waterdata_support@usgs.gov
# retrieved: 2024-07-16 10:15:35 EDT       (vaww02)
#
# Data for the following 1 site(s) are contained in this file
#    USGS 322736092025200 Precip at Youngs Bayou nr Monroe, La
# ------------------------------------------------------------------------------------
#
# Data provided for site 322736092025200
#           TS   parameter     statistic     Description
#        312905       00045     00006     Precipitation, total, inches (Sum)
#
# Data-value qualification codes included in this output:
#     A  Approved for publication -- Processing and review completed.
#     P  Provisional data subject to revision.
#
agency_cd       site_no datetime        312905_00045_00006      312905_00045_00006_cd
5s      15s     20d     14n     10s
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USGS    322736092025200 2024-01-02      0.00    A
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USGS	322736092025200	2024-02-07	0.00	A
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USGS	322736092025200	2024-02-28	0.00	P

RESOLUTION

STATE OF LOUISIANA **NO._____**

CITY OF MONROE

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

A RESOLUTION ACCEPTING AS SUBSTANTIALLY COMPLETE WORK DONE BY THE LEMOINE COMPANY FOR THE WPCC - EQ BASIN DREDGING PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the work performed by The Lemoine Company on the WPCC - EQ Basin Dredging Project is substantially complete; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that work done by and between the City of Monroe and The Lemoine Company on the WPCC - EQ Basin Dredging Project is hereby accepted as substantially complete; and

BE IT FURTHER RESOLVED that Stacey Rowell, Director of Administration, is hereby authorized to execute any necessary documents, including the attached Certificate of Substantial Completion, accepting the work on the WPCC - EQ Basin Dredging Project as substantially complete.

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

AYES:

NAYS:

ABSENT:

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

_____
CHAIRPERSON

_____
CITY CLERK

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: WPCC – Flow Equalization Basin Dredging	
Owner: City of Monroe, LA	Owner's Contract No.: 23SEW003
Engineer's Firm: Waggoner Engineering, Inc.	Engineer's Project No.: 101.MC00061.000
Contractor: The Lemoine Company	Date of Contract: July 11, 2023

This [~~tentative~~] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions of the Work:

July 10, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [~~tentative~~] [~~revised tentative~~] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

None

Contractor's Amended Responsibilities:

None

The following items comprise the punchlist generated at the Substantial Completion Meeting:

1. Haul off remaining pipes, totes, and trailer; $2,500 value.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Recommended by Engineer	Date 07.12.24
Accepted by Contractor	Date 7/12/2024
Accepted by Owner	Date

END OF SECTION

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 TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FROM JULY 1, 2024, TO JUNE 30, 2025, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Louisiana Department of Transportation and Development ("DOTD") is obligated to repair and keep operating all highways, including municipal roads and streets that form a continuation of such highways, at its sole cost and expense, but may, at the request and approval of the local governing authority, contract with municipalities to perform such services at DOTD's expense;

WHEREAS, the City has historically entered into Traffic Signal Maintenance Agreements with DOTD to provide for the maintenance and operation of traffic signals or signal systems along the state highway system within the City limits, and the City desires to continue to perform said services; and

WHEREAS, a copy of the Traffic Signal Maintenance Agreement between the City of Monroe and the State of Louisiana, through the Department of Transportation and Development, which is effective from July 1, 2024 to June 30, 2025, 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 Mayor Friday Ellis be and is hereby authorized to enter into and execute the attached Traffic Signal Maintenance Agreement between the City of Monroe and the State of Louisiana, through the Department of Transportation and Development.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Office of Operations/District 05
PO Box 4068 | Monroe, LA 71211-4068
8010 DeSiard Street | Monroe, LA 71203
ph: 318-342-0100 | fx: 318-342-0260

Jeff Landry, Governor
Joe Donahue, Secretary

June 5, 2024

Mayor Friday Ellis
City of Monroe
P.O. Box 123
Monroe, Louisiana 71201

Dear Mayor Ellis:

For your information and processing, please find enclosed three copies of the Signal Maintenance Agreement for the fiscal year ending June 30, 2025, between City of Monroe Municipality and State of Louisiana Department of Transportation and Development.

Please complete the municipality section on the upper portion of page 11. Note, witness signatures must be included. Return all three copies to the Department for completed execution.

Please feel free to contact our ADA of Operations, Mr. Jim Densmore, at (318) 342-0102, if additional information is needed.

Respectfully,

Jimmy Densmore, P.E.
Assistant District Administrator of Operations

JD/ds
Attachments

FULL SIGNAL MAINTENANCE AGREEMENT

FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

BETWEEN

CITY OF MONROE

MUNICIPALITY

AND

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

State of Louisiana Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2024, and between the Louisiana Department of Transportation, an agency of the State of Louisiana, herein called the "Department" and the City of Monroe, a political subdivision of the State of Louisiana, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS: by the provisions of Section 193 of Title 48 of the Louisiana Revised Statutes OF 1950 vest in the Department of Transportation and Development full control of all municipal streets which form a continuation of the State Highway System, designated in R.S. 48:191 as modified by action of the Secretary of Transportation and Development; and

WHEREAS, the provision of L.R.S. 48:193 permit the Department of Transportation and Development to contract with the Maintaining Agency for the performance of such repair maintenance functions as the Maintaining Agency is able to perform, and both the Department and the Maintaining Agency will provide certain services.

WHEREAS, the maintenance, and operation of traffic signals (controller, cabinet, heads, loops, and etc.) or signal systems (interconnect, modems, telecommunication drops, central computers, and etc.) are necessary for safe and efficient highway transportation along the State Highway System; and

WHEREAS, the Department proposes that the Maintaining Agency shall maintain and operate traffic signals and signal systems at certain locations along the State Highway System within the City Limits of Monroe, Louisiana, as shown on the attached list.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

1. When the District Administrator of the Department has submitted a Traffic Signal Maintenance Agreement to the Maintaining Agency, and designated officer of the Maintaining Agency has approved the Traffic Signal Maintenance Agreement, the Maintaining Agency shall undertake the responsibilities to maintain and operate existing signals, signals installed by permit or new traffic signals and signal systems as designed in the Traffic Signal Maintenance Agreement.

2. The Maintaining Agency shall perform all studies and investigations for new traffic signal installations and modifications to existing traffic signals, when requested by

the Department, and a proposed design and Traffic Signal Inventory (TSI) shall be provided if the Maintaining Agency recommends the new installation. The maintaining Agency shall also be required to perform studies and investigations to justify or deny the upgrading or modification of an existing traffic signal installation, when deemed necessary and when requested in writing by the Department and will provide a recommended design and TSI.

When deemed necessary, the Maintaining Agency may also do so on its own initiative. Should the Maintaining Agency recommend denial of a new traffic signal installation and the Department subsequently approves the new installation; the Maintaining Agency will not be responsible for the design of the new installation or for providing a TSI.

All studies and investigations performed as indicated above shall be under the direction and supervision of a qualified professional engineer experienced in Traffic Engineering and registered in the State of Louisiana. Engineering reports shall be signed and sealed in accordance with state law. All studies and investigations shall be coordinated with the District Traffic Operations Engineer of the Department before installation or modification of the traffic signal is authorized.

3. Regardless of whether the installation of new traffic signals and signal systems is performed by the Maintaining Agency, by permit or the Department, such installation shall not endanger highway travel and shall be conducted in accord with the Manual on Uniform Traffic Control Devices (MUTCD) and the Department's Signal Design Manual, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.

4. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems, and the payment of electrical and communication charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Maintaining Agency shall undertake the maintenance and continuous operation of said traffic signal and signal systems for new construction contracts upon final acceptance of the installation by the Department.

5. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that agrees with maintenance practices recommended by the International Municipal Signal Association (IMSA) manual on "Preventative Maintenance of Traffic Signal Equipment" and operational requirements of the MUTCD, as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall utilize qualified traffic signal technicians to maintain and operate the traffic signals and signals systems. The Maintaining Agency is urged and expected to work toward IMSA certification of signal technicians.

The Maintaining Agency shall keep records of its maintenance activities in compliance with "Louisiana Public Records Law" on each traffic signal maintained.

6. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications or major equipment changes without the prior written approval of the Department. Conversely, the Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.

   Where the Maintaining Agency correctly establishes that existing traffic signal equipment (controllers, cabinets, signal heads, mast arms and signal poles) provided by the Department can no longer be reasonably repaired or maintained due to the unavailability of parts, the Department will make arrangement with all due haste to rectify the situation so as to ensure that equipment can be adequately maintained in proper operating condition. Any nonstandard signal equipment, even if it has been approved by the Department (ornamental designs, large bolt patterns, emergency preemption, etc.), will be the sole responsibility of the Maintaining Agency.

7. The maintaining Agency shall maintain the timing and phasing circuitry of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency will obtain written approval from the Department prior to rephasing any signal covered under the contract. The Department's approval will not be required for adjustment to signal timing. However, the Maintaining Agency will advise the District Traffic Operations Engineer of any changes.

   The Maintaining Agency shall provide the Department with unrestricted access to all State owned traffic signal controllers through appropriate keys, telephone numbers, and software administrative rights and passwords necessary to monitor signal performance and modify signal timings. The Maintaining Agency shall provide remote access to any central control computers and software used to manage isolated and interconnected State owned traffic signals.

   The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may make modifications in the timing and phasing. If such changes require new or additional traffic signal control equipment, the Department will furnish and install such equipment to be maintained by the Maintaining Agency.

   The Department will provide a minimum of one (1) week notice to the Maintaining Agency prior to completion of a new installation or a major modification of a traffic signal included in the existing agreement or to be added to the existing agreement. Thirty (30) days after receipt of such notice the Maintaining Agency will assume maintenance responsibility providing that the new or modified equipment has operated properly for at least thirty (30) days.

The Department shall provide to the Maintaining Agency the appropriate plans, wiring diagrams, TSI, etc. necessary to maintain the signal. This information shall be provided to the Maintaining Agency prior to the municipality assuming maintenance responsibility.

8. The Maintaining Agency shall, insofar as practical, place a copy of the Department's letter approving any modification or replacement of equipment or any changes in phasing circuitry in the documentation container within the controller cabinet.

9. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such agreements are consistent with the mutual covenants contained in this agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

10. When a major knockdown and/or damage to traffic signal equipment occurs, the Maintaining Agency may use available equipment to return the signal to operation and file a claim with the responsible party to recover damages. If the responsible party fails to settle the claim or is unable to settle the claim, the Department may furnish its current standard equipment defined as signal heads, controller, cabinets, mast arms, and poles for reinstallation by the Maintaining Agency. Upon notice, the Department may monetarily reimburse the Maintaining Agency when its current standard equipment is not available or it is more expedient to do so. The Maintaining Agency shall provide traffic controls at an intersection during a traffic signal malfunction or knockdown within a reasonable period of time. Portable traffic signals will not be used for temporary control unless approved in writing by the Department.

11. If, in the opinion of the Department's District Administration, the Maintaining Agency has failed to properly maintain any of the traffic signals under contract, and after the Maintaining Agency has been notified in writing and given adequate opportunity to correct the condition and the Maintaining Agency has refused to correct said condition, the Department's District Administrator may order the Department's maintenance forces to perform such work as, in his opinion, is necessary, and deduct the cost thereof from any monies due or to become due to the Maintaining Agency.

12. However, not withstanding anything to the contrary herein, Municipality shall neither indemnify nor hold harmless the Department for any negligence of any party other than that which is directly attributable to the Maintaining Agency, its agent or employees. Specifically, but without limitation, the Maintaining Agency shall not indemnify nor hold harmless the Department for the negligence of employees or agents of the Department, and shall not indemnify nor hold harmless the Department for the negligence of any parties, persons, or employees or agents of a

third party over which the Maintaining Agency has no dominion or control.

13. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party, in which event the Department shall reimburse the Maintaining Agency the amount due up to the time of discontinuance.

14. As part of the maintenance of these traffic signals, the contracting agency shall perform annual preventative maintenance inspection for each location. The preventative maintenance inspection shall be documented with the attached "Traffic Signal Preventative Maintenance Report" form. The copies of the inspection reports shall be provided to the department no later than May 1 of each year. Failure to provide reports may result in cancellation of future agreements.

15. **For the maintenance obligations herein assumed by the Maintaining Agency, the Department will reimburse the Maintaining Agency on a semi-annual basis for each approved traffic signal installation (77), shown on the attached listing, at the rate of $2,440.00 per signal/per year. For each traffic signal added or removed during the year by the Department, the maintenance costs shall be computed on a pro-rated basis of the yearly amount for the number of months remaining in the year.**

The agreement for said maintenance shall begin July 1, 2024 and end June 30, 2025, unless same shall be sooner terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

WITNESSES AS TO MUNICIPALITY:

CITY OF MONROE

_____

_____

BY: _____
MAYOR

WITNESSES AS TO OFFICE:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
OFFICE OF ENGINEERING

_____

_____

APPROVED: _____
JOE DONAHUE
DOTD SECRETARY

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

LOC NO.	LOCATION OF SIGNAL
55.	Jackson St. & 1-20 On Ramp at Calypso St.
44	Catalpa St. @ Calypso (1-20 Ramp)
29	Hall St. @ Calypso St. (1-20 Ramp)
1	US 80, LA 15 (Louisville Ave.) @ Riverside Dr.
2	US 80, LA 15 (Louisville Ave.) @ Walnut St.
3	US 80, LA 15 (Louisville Ave.) @ N. 2nd St.
4	US 80, LA 15 (Louisville Ave.) @ N. 3rd St.
5	US 80, LA 15 (Louisville Ave.) @ N. 4th St.
6	US 80, LA 15 (Louisville Ave.) @ US 165 (Bus.), LA 15 (N. 5th St.)
7	US 80, LA 15 (Louisville Ave.) @ US 165 (Bus.), LA 15 (N. 6th St.)
10	US 80/165 (Bus.) (Louisville Ave.) @ LA 840-6 (N. 18th St.)
11	US 80/165 (Bus.) (Louisville Ave.) @ Oliver Rd.
12	US 80, (Louisville Ave.) @ Newcome (Twin City Plaza)
108	US 80/165 (Bus.) (Louisville Ave.) @ Lamy Lane & Washington
13	US 80/165 (Bus.) (Louisville Ave.) @ Breard St.
102	US 80, (Louisville Ave.) @ Ryan's Steakhouse
14	US 80/165 (Bus.) (Louisville Ave.) @ Betin St.
15	US 80/165 (Bus.) (Louisville Ave.) @ DeSiard St. & Powell
16	US 80 (DeSiard St.) @ US 165 SB
146	US 80 (DeSiard St.) @ US 165 NB
17	US 80 (DeSiard St.) @ S. University Ave.

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

LOC. NO.	LOCATION OF SIGNAL
92	US 80 (DeSiard St.) @ Sherrouse Ave.
103	US 80 (DeSiard St.) @ Stadium Drive
106	US 80 (DeSiard St.) @ Lowery St.
19	US 80 (DeSiard St.) @ Kansas Lane
144	US 80 (DeSiard St.) @ DeSiard Plaza & Sandel Drive
46	US 165 @ LA 15 (Winnsboro Rd.)
88	US 165 @ LA 553
139	US 165 @ Hadley St.
95	Us 165 @ East St.
47	US 165 @ Century Blvd.
129	US 165 @ Louberta St.
48	US 165 @ Renwick St.
49	US 165 (Sterlington Rd.) @ Breard
50	US 165 Southbound (Sterlington Rd.) @ Loop Rd.
96	US 165 (Sterlington Rd.) @ Old Sterlington Rd.
132	US 165 (Sterlington Rd.) @ W. Elmwood Dr.
123	US 165 (Sterlington Rd.) @ Hide-A-Way Rd.
20	US 165 Bus. (Jackson St.) @ Standifer Ave.

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

LOC. NO.	LOCATION OF SIGNAL
22	US 165 Bus. (Jackson St.) @ Plum St.
24	US 165 Bus. (Jackson St.) @ Texas Ave.
25	US 165 Bus. (Jackson St.) @ US 165 Bus., (Ouachita Ave.)
26	US 165 Bus., LA 15 (Ouachita Ave.) @ LA 15 (S. 2nd St.)
27	US 165 Bus., LA 15 (Ouachita Ave.) @ LA 15 (S. Third St.)
98	US 165 Bus., LA 15 (Lea Joyner Memorial Expy.) @ Wood St.
35	US 165 Bus., LA 15 (N 5th St.) @ Pine
36	US 165 Bus., LA 15 (N. 6th St.) @ Pine St.
160	US 165 Northbound @ Northeast Drive
165	US 165 @ Medical Park Dr./Garden Lane
101	LA 15 (Winnsboro Rd.) @ Berg Jones Lane
135	LA 15 (Winnsboro Rd.) @ South 6th St.
51	LA 15 (Winnsboro Rd.) @ LA 15 (S. 2nd St.)
52	LA 15 (S. 2nd St.) @ Plum St.
53	LA 15 (S.2nd St.) @ LA 594 (Texas Ave.)
107	LA 594 (Millhaven Rd.) @ Kansas Lane
57	LA 840-6 (N. 18th St.) @ Hudson Lane
105	LA 840-6 (N. 18th St.) @ Stubbs Ave.
58	LA 840-6 (N. 18th St.) @ Roselawn Ave.
137	LA 840-6 (N. 18th St.) @ Glenmar Ave.
100	LA 840-6 (N. 18th St.) @ Tower Drive

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

LOC. NO.	LOCATION OF SIGNAL
134	LA 840-6 (N. 18th St.) @ McKeen Place
59	LA 840-6 (N. 18th St.) @ Forsythe Ave.LA 840-6)
61	LA 840-6 (Forsythe Ave.) @ Oliver Road
62	LA 840-6 (Forsythe Ave.) @ Loop Road
124	LA 840-6 (Forsythe Ave.) @ Deborah Drive
172	US 165 @ LA 840-6 (Forsythe Ave.)
174	US 165 @ Ruffin Drive
173	Garrett Road @ 1-20 Service Rd./LOWE's Entrance
180	LA 594 (TEXAS AVE.) @ N. 18TH ST.
182	US 165 @ Centurytel Drive
183	US 165 Business (Lea Joyner Expressway) @ Calypso St. & I-20 WB Off-Ramp
184	LA 594 (Millhaven) @ Powell Ave.
188	I-20 EB Ramp @ Garrett Road
192	US 165 SB Signal Arrow Beacon in Advance of Renwick St.
193	US 165 @ Technology Drive
194	LA 594 (Millhaven) @ Garrett Road
195	LA 594 (Millhaven) @ MLK (Railroad Crossing)

TOTAL NUMBER OF SIGNALS: 77

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 MASTER SERVICES AGREEMENT WITH NEEL-SCHAFFER TO PROVIDE ENGINEERING AND OTHER RELATED PROFESSIONAL SERVICES AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe Engineering Department desires to obtain professional engineering services to perform certain functions beyond that available from in-house staff on an as-needed, non-exclusive basis;

WHEREAS, Neel-Schaffer is qualified to perform and capable of performing such services; and

WHEREAS, the proposed Master Services Agreement between the City of Monroe and Neel-Shaffer which outlines the terms, conditions, and applicable rates, is attached hereto and made part hereof.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that the attached Master Services Agreement between the City of Monroe and Neel-Schaffer is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to enter into and execute said agreement.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental
scientists
landscape architects

July 1, 2024
NSI Proposal No. 422247

City of Monroe
Mr. Morgan McCallister, P.E.
City Engineer
P.O. Box 123
Monroe, LA 71201

RE: Master Engineering Services Agreement
City of Monroe, Louisiana

Dear Mr. McCallister:

As requested, we are pleased to submit the attached Master Engineering Services Agreement to provide Professional Engineering services to the City of Monroe as outlined in the attached. These services will be provided on an "as needed" basis in the City of Monroe's Civil Engineering Division and/or the City of Monroe's Traffic Engineering Division. The number of hours per month will vary based on need. The City of Monroe will provide a request for services through this Agreement in writing or verbally. These services will be billed on an hourly basis based upon our 2024 rate schedule, which is included as Exhibit A on the attached.

We will bill the City of Monroe monthly for our services based on the number of hours services have been provided. We hold the City of Monroe responsible for payment of services.

If you need anything else regarding the attached or if I may be of further service to you in any way, please let me know.

Sincerely,
NEEL-SCHAFFER, INC.

R. Kirk Gallien, P.E., PTOE
Senior Project Manager

Enclosures

Cc: Nick Ferlito, Jr., P.E., PTOE, Senior Vice President, Neel-Schaffer, Inc.
Arthur Holland, City of Monroe
Jr Hicks, City of Monroe
Kinya Dawson, City of Monroe
Ashia Moore, City of Monroe

CONTRACT FOR ENGINEERING SERVICES

MASTER ENGINEERING SERVICES AGREEMENT
CITY OF MONROE
MONROE, LOUISIANA

THIS CONTRACT, entered into this date by and between the CITY OF MONROE, OUACHITA PARISH, LOUISIANA, hereinafter referred to as the "OWNER".

and

Neel-Schaffer, Inc., with Baton Rouge offices located at 10000 Perkins Rowe, Suite G360, (hereinafter referred to as the "ENGINEER").

WHEREAS, the OWNER has need for engineering, surveying and related professional services, from time to time, beyond that available from in house staff; and

WHEREAS, the OWNER desires to obtain professional engineering and/or surveying services for providing administration, engineering, design, planning, geotechnical, environmental, construction superintendence, construction testing, full-time construction inspection, and other related professional services and

WHEREAS, the ENGINEER is agreeable to furnishing such engineering or other related professional services on an "as needed" basis.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1
EMPLOYMENT OF ENGINEER ON A NON-EXCLUSIVE BASIS

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional services as requested by OWNER. These requests can be written or oral.

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform professional services or to arrange specialty sub consultants to perform said services as shall be requested by OWNER. It is the intent of this Contract for ENGINEER to provide professional personnel, and professional services to OWNER as specifically requested by OWNER to supplement OWNER's professional staff.

ENGINEER shall only provide services in response to specific requests by OWNER and in accordance with the attached rate schedule or pre-approved rates, or lump sum fees, if the rate schedule does not cover the services to be provided; or if the OWNER determines that it is in its best interest to request a lump sum fee.

ARTICLE 2
PERIOD OF SERVICE

This Master Engineering Services Agreement shall be effective upon execution by the OWNER and the ENGINEER, and shall remain in full force and effect for two (2) years after the execution date hereof.

ARTICLE 3
INSURANCE

The ENGINEER shall procure and maintain insurance, in accordance with the City of Monroe Insurance Requirements for Architects, Engineers, and Other Consultants, for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

ARTICLE 4
RECORDS AND ACCESS TO RECORDS

The ENGINEER and its sub-consultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Agreement in accordance with 48 CFR 31 of the Federal Acquisition Regulation and shall make such material available at its respective offices at all reasonable times during the Agreement period. The ENGINEER shall retain such records for a minimum of three (3) years from the date of release of all retainage under this Agreement, for inspection, audit examinations, excerpts and transcriptions by the OWNER and copies thereof shall be furnished if requested.

ARTICLE 5
TERMINATION OR SUSPENSION

The terms of this Agreement shall be binding upon the parties hereto until all payments required to be made to the ENGINEER have been made. This Agreement may be terminated under any or all of the following conditions:

A) By mutual agreement and consent of the parties hereto.

B) By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.

C) By either party upon failure of the other party to fulfill its obligation as set forth in this Agreement.

D) By satisfactory completion of all services and obligations described herein.

E) By the OWNER by giving thirty (30) day's notice to the ENGINEER in writing and paying fees due for completed work.

Upon termination, the ENGINEER shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

ARTICLE 6
COMPENSATION

OWNER shall compensate the ENGINEER for services satisfactorily rendered on the basis of an amount equal to the cumulative hours charged to the project by each class of personnel times the applicable hourly invoicing rate, as provided in the Attached Rate Schedule (Exhibit A), plus all Other Direct Expenses as notated in the Attached Rate Schedule.

Invoicing rates provided constitute full and complete compensation for ENGINEER's services, including direct labor costs, indirect labor costs, overhead, and profit. Invoicing rates do not include ENGINEER's subconsultant costs.

ENGINEER shall submit documentation for each task on a monthly basis clearly showing which personnel worked on that task, their payroll rate, documentation of overhead rate, leading to monthly charges for that task.

Or, in the alternate, if deemed in the best interest of the OWNER, it may request a written quote from ENGINEER for any task and that quote will become a lump sum fee or, it may require a written estimate which will become a budget that the ENGINEER shall not exceed without written approval of OWNER.

Upon receipt and approval of each invoice the OWNER shall pay the amount shown to be due and payable within thirty (30) days.

THUS DONE, AGREED, ENTERED INTO AND SIGNED in the presence of witnesses, whose names are prescribed opposite each respective signature, on and as of this ____ day of _____, 2024.

OWNER:

CITY OF MONROE, LOUISIANA

ATTEST:

_____ _____

City of Monroe, Representative

_____

ENGINEER:

NEEL - SCHAFFER, INC.

ATTEST:

_____ _____

NAME
TITLE

_____

Exhibit A

NEEL-SCHAFFER, INC.

2024 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-8, P-9	Officer, Senior Engineer Manager or Survey Manager	$275.00
P-7	Engineer Manager/Professional IV	$245.00
P-6	Senior Project Manager/Professional III	$215.00
P-5	Project Manager/Professional II	$170.00
P-4	Professional I	$140.00
P-1, P-2, P-3	Professional Intern	$125.00
T-6	Senior Certified Engineering Technician	$160.00
T-5	Certified Engineering Technician/Supervisory Technician	$150.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	$130.00
T-3	Technician III/Inspector III//Survey Crew Chief	$110.00
T-2	Technician II/Inspector II/Survey Instrument Person	$90.00
T-1	Technician I/Inspector I/Survey Assistant	$80.00
T-1	Student Intern	$45.00
A-4	Senior Administrative	$95.00
A-3	Senior Clerical	$90.00
A-2	Clerical	$70.00
A-1	Assistant Clerical	$60.00
	Three-Member Survey Party	$215.00
	Two-Member Survey Party	$170.00
	One-Member Survey Party	$130.00

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	$0.67/mile
Traffic Counter/Video Monitor	$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

The hourly rates as shown on this rate schedule shall be subject to equitable adjustment on an annual basis due to increased costs and the rate of inflation.

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 WPCC – EQUALIZATION BASIN AERATION SYSTEM PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will increase the contract time for the WPCC – Equalization Basin Aeration System Project by 90 days; 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 Change Order No. 1 for the WPCC – Equalization Basin Aeration System Project is hereby approved, and Stacey Rowell, Director of Administration, be and is hereby authorized to execute said change order.

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 July 2024.

_____
CHAIRPERSON

_____
CITY CLERK

CHANGE ORDER

Owner:	City of Monroe, Louisiana	Change Order No.:	1
Project Name:	WPCC Improvements - Flow Equalization Basin (Aerator) Project	Owner Project No.	22SEW004
Contractor:	The Lemoine Company, LLC	Contract Date:	7/21/2023
Engineer:	Waggoner Engineering, Inc.	Notice to Proceed Date:	1/1/2024

The contract is changed as follows:

Original Contract Value:	$	729,900.12
Change Order Request :	$	-
Percent Increase:		0.00%
Cumulative Cost of Previous Change Orders	$	-
Cumulative Cost of Change Orders to Date:	$	-
Percent Increase (Cumulative):		0.00%
Contract Value including all Changed Orders to date:	$	729,900.12
Original Substantial Completion Date		5/15/2024
days per original contract:		180
previous Change Orders increase contract days by:		0
this Change Order increases contract days by:		90
Substantial Completion Date with all approved Change Orders:		8/13/2024

RECOMMENDED:

Waggoner Engineering, Inc.
Engineer (Firm Name)

10542 S. Glenstone Place
Address

Baton Rouge, LA 70810
City, State & Zip

Chris LaCroix
By (Type/Print)

By (Authorized Signature)

07.02.24
Date

ACCEPTED:

The Lemoine Company, LLC
Contractor (Firm Name)

1200 Brickyard Lane Suite 300
Address

Baton Rouge, LA 70802
City, State & Zip

Dennis J Gremillion
By (Type/Print)

By (Authorized Signature)

7/2/2024
Date

CITY OF MONROE, LOUISIANA
802 North 31st Street
Monroe, LA 70809

APPROVED BY:

CITY OF MONROE ENGINEERING DEPARTMENT

By (Authorized Signature)

By (Type/Print)

Date

CITY OF MONROE DIRECTOR OF ADMINISTRATION

By (Authorized Signature)

By (Type/Print)

Date

CHANGE ORDER

Owner:	City of Monroe, Louisiana	**Change Order No.:**	1
Project Name:	WPCC Improvements - Flow Equalization Basin (Aerator) Project	Owner Project No.	22SEW004
Contractor:	The Lemoine Company, LLC	Contract Date:	7/21/2023
Engineer:	Waggoner Engineering, Inc.	Notice to Proceed Date:	1/1/2024

This document shall become an amendment to the contract, and all provisions of the contract will apply thereto.

You are hereby directed to make and comply with the following changes in the Contract Documents:

Contract completion time is increased by: **90 CALENDAR DAYS**

Item No.	**DESCRIPTION and EXPLANATION of Change(s):** *(Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.)*	**Change in Project Funds**
Description	Additional contract time	
		TOTAL $ -

Explanation Additional days added to contract time due to weather delays encounted from Dec 20, 2023 through February 28, 2024 for the dredging project. Reference Change Order 2 for 23SEW003. In addition, Entergy will replace the existing transformers for the new aerators, since they no longer maintain the type of existing transformers on site.

Attachments **(list documents supporting change):**
Lemoine letter dated July 2, 2024

TOTAL Amount Added This Change Order: $ -

July 2, 2024

Chris LaCroix, P.E.
Waggoner Engineering
10542 Glenstone Place
Baton Rouge, LA 70810

RE: WPCC Improvements Flow Equalization Basin

Dear Chris,

The Lemoine Company is requesting a change order to add 90 days to the substantial completion date to the WPCC Improvements Flow Equalization Basin project. This request is due to two separate issues. The first delay was the 45 days of weather delays on the dredging project that pushed back the installation of the aerators. The second delay is the existing transformers that supply the power to the new aerators is not being able to be used due to transformers being straight 480 and Entergy no longer maintain that type transformer. Entergy is going to replace the existing transformers with the new 277/480 transformers. The engineer for Entergy has released the design to construction and there is a 2-3 week time frame for the construction crew to complete the work. Once the new transformers have been installed, we can schedule the startup of the new aerators. The current substantial completion date is 5/15/2024 and adding the 90 days to the contract will change the new date substantial completion date to 8/13/2024. There is no additional cost for this request.

Please call or email if you have any questions.

Sincerely,

Michael Ferguson
The Lemoine Company, LLC

VIA Electronic Mail

Weather Delay Breakdown		
Rain	12/17/2023	Too Wet To Install Liner
	12/18/2023	Too Wet To Install Liner
	12/19/2023	Too Wet To Install Liner
Start of Delay	12/20/2023	Too Wet To Install Liner
	12/21/2023	Too Wet To Install Liner
	12/22/2023	Too Wet To Install Liner
	12/23/2023	Too Wet To Install Liner
	12/24/2023	Too Wet To Install Liner
Rain	12/25/2023	Too Wet To Install Liner
	12/26/2023	Too Wet To Install Liner
	12/27/2023	Too Wet To Install Liner
	12/28/2023	Too Wet To Install Liner
	12/29/2023	Too Wet To Install Liner
	12/30/2023	Too Wet To Install Liner
	12/31/2023	Too Wet To Install Liner
	1/1/2024	Too Windy to install liner
	1/2/2024	Too Windy to install liner
	1/3/2024	Too Windy to install liner
	1/4/2024	Too Windy to install liner
	1/5/2024	Too Windy to install liner
Rain	1/6/2024	Too Wet To Install Liner
	1/7/2024	Too Wet To Install Liner
	1/8/2024	Too Wet To Install Liner
Rain	1/9/2024	Too Wet To Install Liner
	1/10/2024	Too Wet To Install Liner
	1/11/2024	Too Wet To Install Liner
Rain	1/12/2024	Too Wet To Install Liner
Rain	1/13/2024	Too Wet To Install Liner
	1/14/2024	Too Wet To Install Liner
	1/15/2024	Too Wet To Install Liner
	1/16/2024	Too Wet To Install Liner
	1/17/2024	Too Wet To Install Liner
	1/18/2024	Too Wet To Install Liner
	1/19/2024	Too Wet To Install Liner
	1/20/2024	Too Wet To Install Liner
	1/21/2024	Too Wet To Install Liner
Rain	1/22/2024	Too Wet To Install Liner
Rain	1/23/2024	Too Wet To Install Liner
Rain	1/24/2024	Too Wet To Install Liner
Rain	1/25/2024	Too Wet To Install Liner
Rain	1/26/2024	Too Wet To Install Liner
Rain	1/27/2024	Too Wet To Install Liner
	1/28/2024	Too Wet To Install Liner
	1/29/2024	Too Wet To Install Liner
	1/30/2024	Too Wet To Install Liner

	1/31/2024	Too Wet To Install Liner
	2/1/2024	Too Wet To Install Liner
	2/2/2024	Too Wet To Install Liner
	2/3/2024	Too Wet To Install Liner
Rain	2/4/2024	Too Wet To Install Liner
	2/5/2024	Too Windy to install liner
	2/6/2024	Too Windy to install liner
	2/7/2024	
	2/8/2024	
	2/9/2024	
Rain	2/10/2024	Too Wet To Install Liner
Rain	2/11/2024	Too Wet To Install Liner
Rain	2/12/2024	Too Wet To Install Liner
	2/13/2024	Too Wet To Install Liner
	2/14/2024	Too Wet To Install Liner
	2/15/2024	Started windrowing the laydown area
	2/16/2024	Continued windrowing
	2/17/2024	Continued windrowing
	2/18/2024	Continued windrowing
	2/19/2024	Continued windrowing
	2/20/2024	Continued windrowing
	2/21/2024	Regrading & Compacting Laydown Area
	2/22/2024	Regrading & Compacting Laydown Area
	2/23/2024	Regrading & Compacting Laydown Area
	2/24/2024	Too Windy to install liner
	2/25/2024	Too Windy to install liner
	2/26/2024	Too Windy to install liner
	2/27/2024	Too Windy to install liner
End of Delay	2/28/2024	Too Windy to install liner
	2/29/2024	Started installing Liner & had to stop due to wind
	3/1/2024	Installed Liner
	3/2/2024	Installed Liner
	3/3/2024	Finished Installing Liner

Daily Project Log: Wednesday 12/20/2023

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 35 - 62

Daily Report No.: 43 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Put pipe together			3

Total Manpower: 3

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 2:51 PM

Daily Project Log: Friday 12/29/2023

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Mostly Sunny **Wind:** mph **Temp (F):** 35 - 51

Daily Report No.: 45 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-191- PUMP & CLEAN EXC'S	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 2:55 PM

Daily Project Log: Monday 1/8/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Scattered Storms **Wind:** mph **Temp (F):** 40 - 58

Daily Report No.: 48 Daily Log Written By TODD DALRYMPLE

Daily Notes:
To wet to install liner

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Organiize trailors			3
			Total Manpower:	**3**

Signed By:

TD

TODD DALRYMPLE on 7/10/2024 3:02 PM

Daily Project Log: Monday 1/15/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Haze **Wind:** mph **Temp (F):** 19 - 23

Daily Report No.: 51 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Ground frozen

Signed By:

T D

TODD DALRYMPLE on 7/10/2024 3:04 PM

Report Printed On: 7/10/2024

Daily Project Log: Tuesday 1/23/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Heavy Rain **Wind:** mph **Temp (F):** 55 - 67

Daily Report No.: 48 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Rain Out

Signed By:

TD

TODD DALRYMPLE on 1/24/2024 7:32 AM

Report Printed On: 1/24/2024

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Mist and Fog **Wind:** mph **Temp (F):** 38 - 68

Daily Report No.: 53 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Lay down area to wet to install liners
Pond level still to high to see pillings
Marsh exevactor delivered at 1 PM

Subcontractors

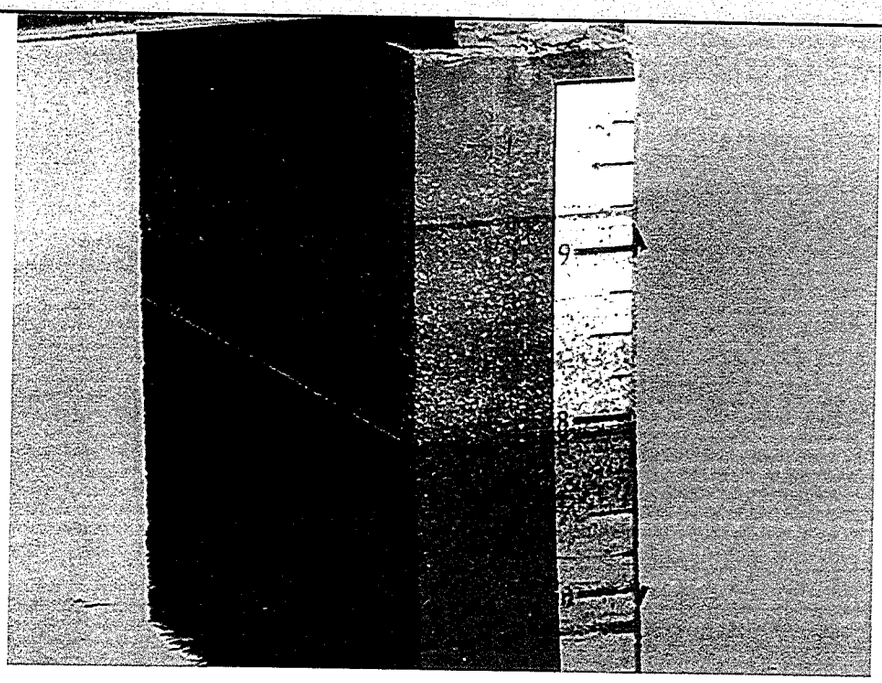
Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions	Put on pipe fittings			3
			Total Manpower:	3

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3581.JPG



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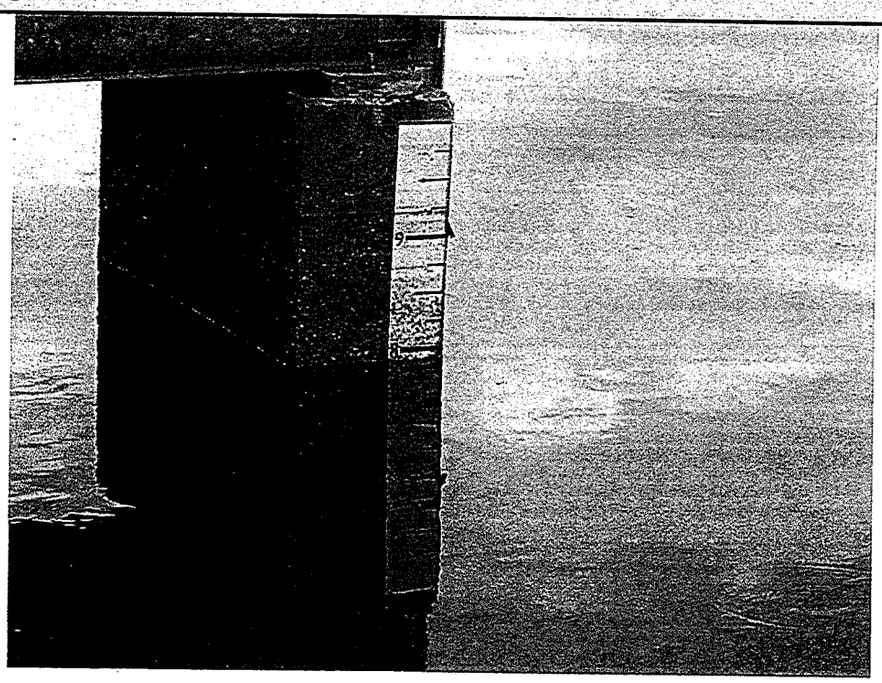
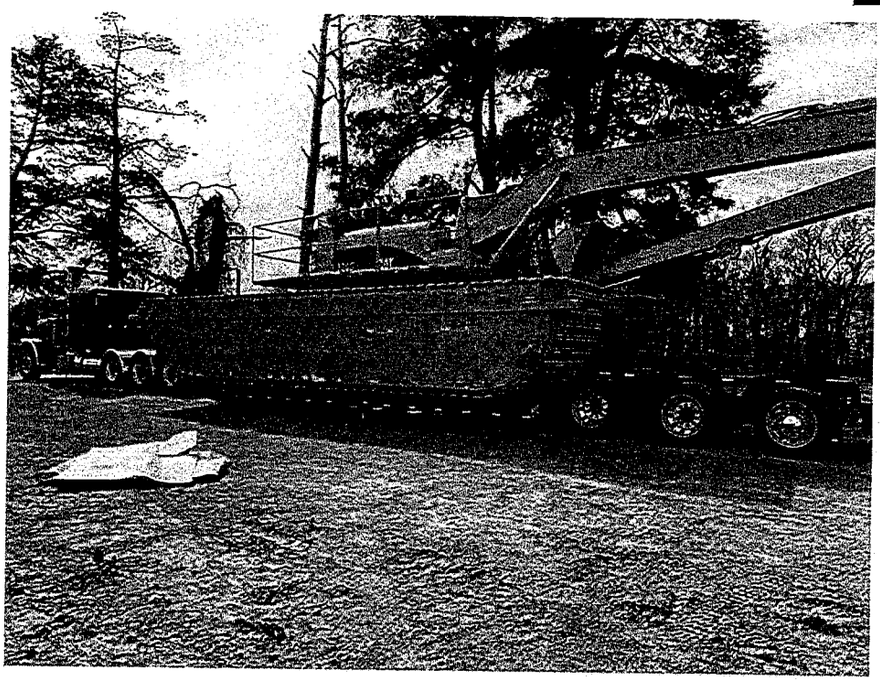


IMG3578.JPG

Daily Project Log: Thursday 2/1/2024

23.1133. WPCC EQ Dredging Project

LEMOINE



Signed By:

TD

TODD DALRYMPLE on 2/2/2024 7:22 AM

Report Printed On: 2/2/2024

Daily Project Log: Wednesday 2/7/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 39 - 69

Daily Report No.: 56 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Start losening pile
can barely see them
Lay down still too wet to install liner

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Marsh Ex						US Aqua Marsh Exevactor

Timecard Employees

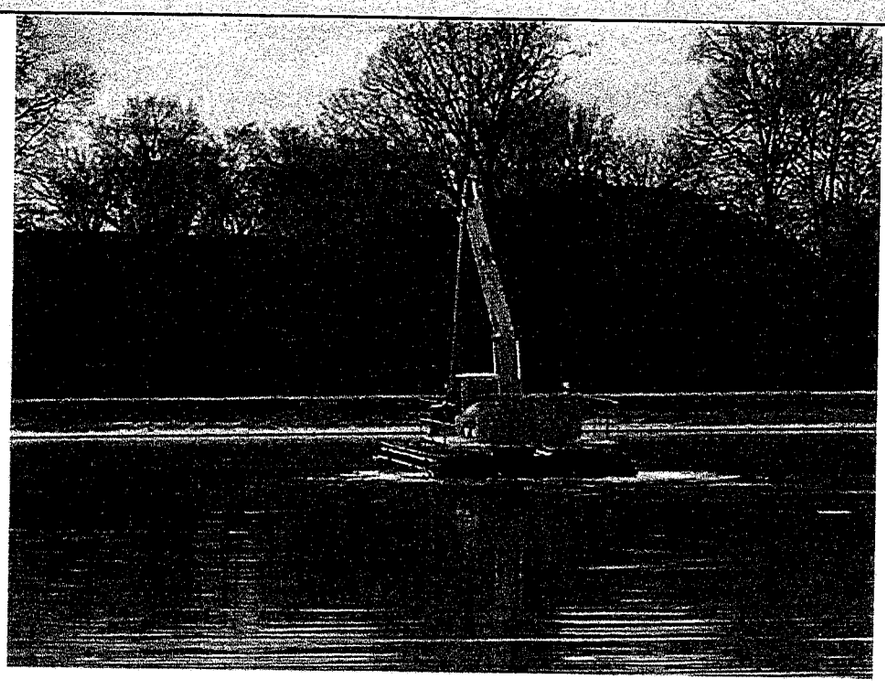
Name	Phase	Class	Hours
CHARLES ONEAL	02-1-775- Concrete Pile Removal - CO #1	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Wednesday 2/7/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3618.JPG



Signed By:

T D

TODD DALRYMPLE on 2/8/2024 7:41 AM

Report Printed On: 2/8/2024

Daily Project Log: Tuesday 2/13/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Sunny **Wind:** mph **Temp (F):** 37 - 62

Daily Report No.: 59 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Pump water out of drainage ditches
Still to wet to install liner

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-191- PUMP & CLEAN EXC'S	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Tuesday 2/13/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3637.JPG

Signed By:

T D

TODD DALRYMPLE on 2/14/2024 7:44 AM

Report Printed On: 2/14/2024

Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Mist and Fog **Wind:** mph **Temp (F):** 43 - 76

Daily Report No.: 62 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Continue drying dirt
Start grading on the south end

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Dozer						H&E Komatsu D51

Timecard Employees

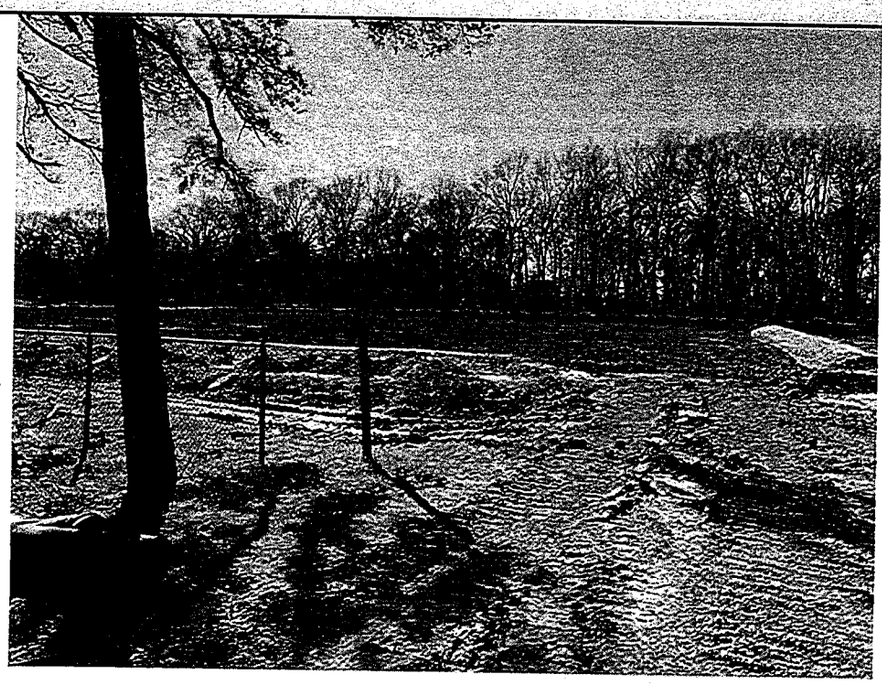
Name	Phase	Class	Hours
CHARLES ONEAL	31-2-053- MACH GRADE SITE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3654.JPG



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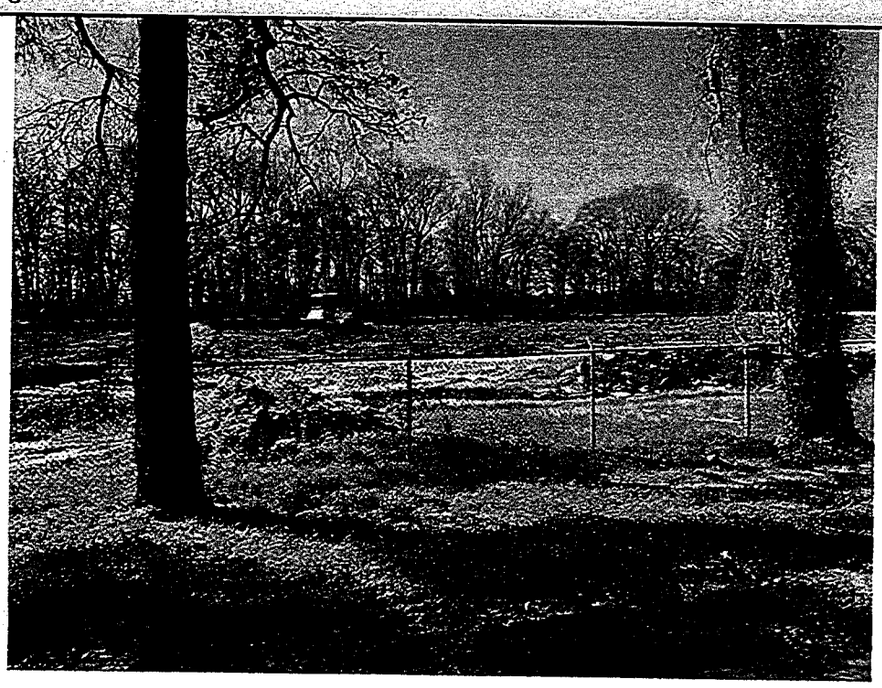


Daily Project Log: Tuesday 2/20/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Signed By:

TODD DALRYMPLE on 2/21/2024 7:47 AM

Report Printed On: 2/21/2024

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Partly Cloudy **Wind:** mph **Temp (F):** 60 - 80

Daily Report No.: 64 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Finish cleaning out drainage ditches and build levees back
Ready for liners when the wind lets up

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3
			Total Manpower:	3

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

Name	Phase	Class	Hours
CHARLES ONEAL	31-2-083- MACH UTIL PPG EXCAVATE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3674.JPG

IMG3673.JPG

IMG3671.JPG

Daily Project Log: Monday 2/26/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Signed By:

T D

TODD DALRYMPLE on 2/27/2024 7:44 AM

Report Printed On: 2/27/2024

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Weather: Scattered Storms **Wind:** mph **Temp (F):** 41 - 54

Daily Report No.: 67 Daily Log Written By TODD DALRYMPLE

Daily Notes:
Install liner starting on north end of lay down area
Had to stop about 1:30 because the wind got to bad

Subcontractors

Firm	Remarks	Phase	Location	# Onsite
Stream, Lake, Wetlands Solutions				3
			Total Manpower:	3

Equipment

Equipment	Phase	Hours Used	Hours Idle	Quantity	Location	Work Description
Mini Ex						H&E Yanmar ViO 80

Timecard Employees

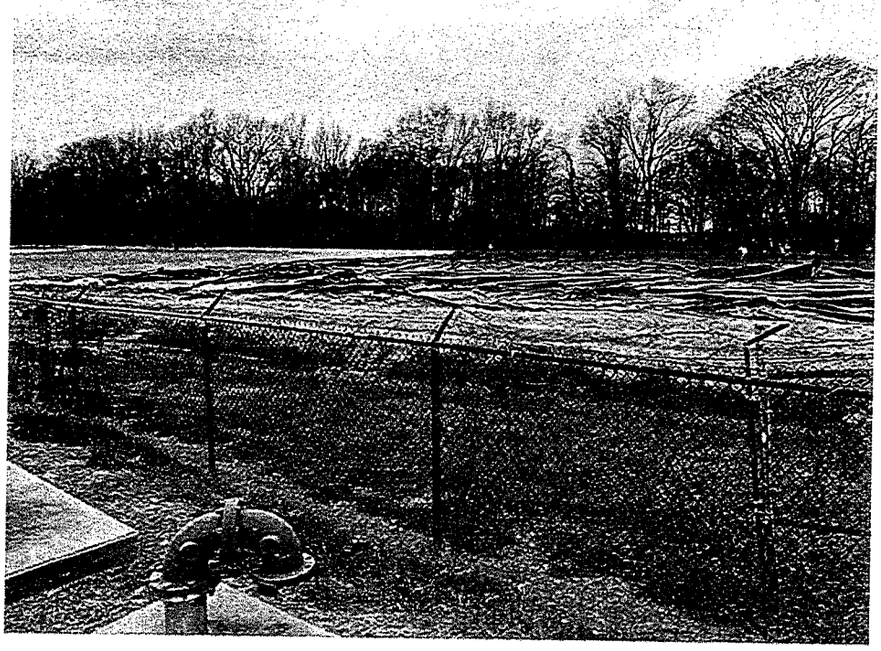
Name	Phase	Class	Hours
CHARLES ONEAL	31-2-083- MACH UTIL PPG EXCAVATE	Backhoe/Excavator/Trackhoe Op.	10.00
		Total Hours	10.00

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

IMG3681.JPG



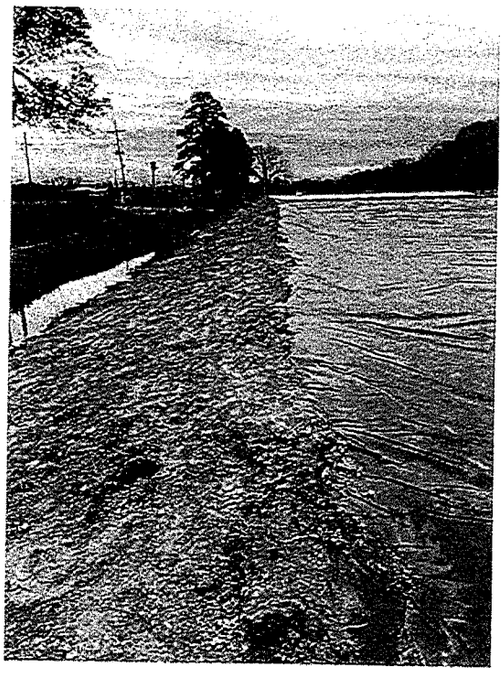
IMG3682.JPG

IMG3683.JPG

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE



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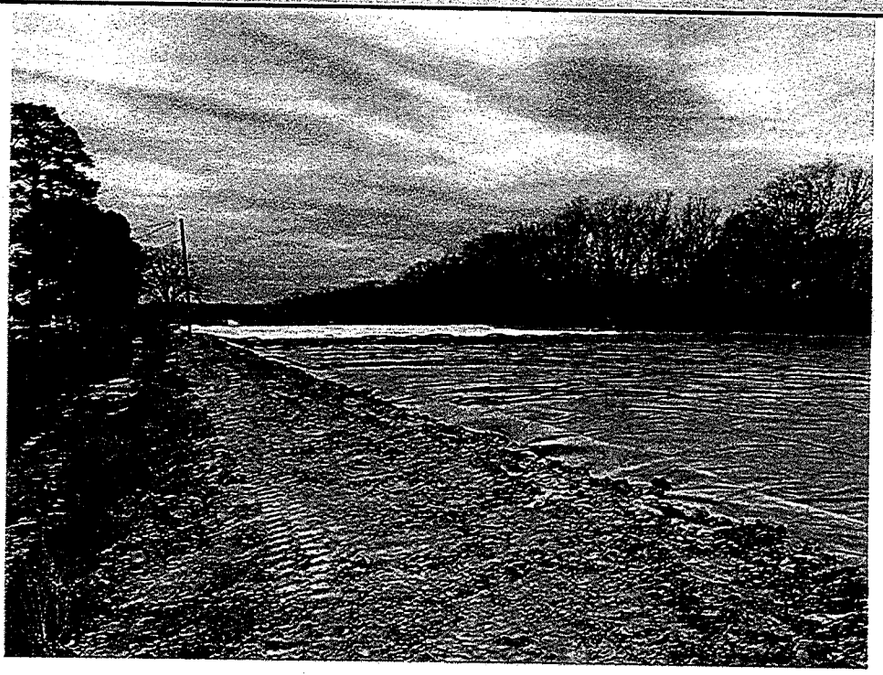

KCDC9298.JPG

Daily Project Log: Thursday 2/29/2024

23.1133. WPCC EQ Dredging Project

LEMOINE

Signed By:

T D

TODD DALRYMPLE on 3/1/2024 7:46 AM

Report Printed On: 3/1/2024

From: Ferguson, Michael
To: Chris LaCroix
Subject: FW: Entergy (City of Monroe UV Project)
Date: Wednesday, July 10, 2024 10:30:36 AM
Attachments: image001.png
1l_horizontal_lockup_full_color_primary_630d8d48-cba7-4261-a45c-f5c01f61c167.png

Chris,

Below is an email for Chess at Entergy stating that they are changing out the transformers. Let me know if this will suffice.

Thanks,

Michael Ferguson
225-383-3710 phone
225-328-2554 mobile
michael.ferguson@1lemoine.com
1lemoine.com

LEMOINE

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From: Hill, Chester <chil11@entergy.com>
Sent: Wednesday, July 10, 2024 9:56 AM
To: Ferguson, Michael <michael.ferguson@1lemoine.com>
Subject: Entergy (City of Monroe UV Project)

WARNING: EXTERNAL EMAIL
Michael,
Entergy will be upgrading the straight 480 bank of XFMR's to 277/480 bank of XFMR's. It is on schedule to be completed. I did speak with our OC concerning this project and he will notify Todd once he has the specific date to be completed. Please let me know if you have any questions.

Thanks!

Chess Hill

entergy | Distribution Designer | West Monroe
Mobile: 318-558-1858
Email: chil11@entergy.com

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```
# ---------------------------------- WARNING ----------------------------------------
# Some of the data that you have obtained from this U.S. Geological Survey database
# may not have received Director's approval. Any such data values are qualified
# as provisional and are subject to revision. Provisional data are released on the
# condition that neither the USGS nor the United States Government may be held liable
# for any damages resulting from its use.
#
# Additional info: https://waterdata.usgs.gov/provisional-data-statement/
#
# Contact:   gs-w_waterdata_support@usgs.gov
# retrieved: 2024-07-16 10:14:10 EDT       (caww01)
#
# Data for the following 1 site(s) are contained in this file
#    USGS 323146092041800 Precip at Bayou De Siard at NE Drive at Monroe, La
# ------------------------------------------------------------------------------
#
# Data provided for site 323146092041800
#            TS   parameter     statistic     Description
#        313911       00045     00006     Precipitation, total, inches (Sum)
#
# Data-value qualification codes included in this output:
#     A  Approved for publication -- Processing and review completed.
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# ---------------------------------- WARNING ----------------------------------------
# Some of the data that you have obtained from this U.S. Geological Survey database
# may not have received Director's approval. Any such data values are qualified
# as provisional and are subject to revision. Provisional data are released on the
# condition that neither the USGS nor the United States Government may be held liable
# for any damages resulting from its use.
#
# Additional info: https://waterdata.usgs.gov/provisional-data-statement/
#
# Contact:   gs-w_waterdata_support@usgs.gov
# retrieved: 2024-07-16 10:15:35 EDT       (vaww02)
#
# Data for the following 1 site(s) are contained in this file
#    USGS 322736092025200 Precip at Youngs Bayou nr Monroe, La
# ------------------------------------------------------------------------------------
#
# Data provided for site 322736092025200
#            TS   parameter     statistic     Description
#        312905       00045     00006     Precipitation, total, inches (Sum)
#
# Data-value qualification codes included in this output:
#     A  Approved for publication -- Processing and review completed.
#     P  Provisional data subject to revision.
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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 A TWO-YEAR EXTENSION OF THE EXISTING AMBULANCE SERVICES AGREEMENT WITH ACADIAN AMBULANCE SERVICE, INC. AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe, in coordination with the Ouachita Parish Police Jury and the City of West Monroe, adopted the Uniform Ambulance Service Ordinance (Monroe City Code, Chapter 5) to ensure that quality ambulance service is available to all residents, provide for the uniform regulation of ambulance service throughout Ouachita Parish, and provide for the license of one provider within Ouachita Parish;

WHEREAS, following a request for proposals and a thorough review of all applicants, Acadian Ambulance Service, Inc. was selected to provide exclusive ambulance service throughout Ouachita Parish, Louisiana, beginning January 1, 2019, through December 31, 2023;

WHEREAS, by Resolution No. 7331, the City of Monroe ratified and approved the Ambulance Services Agreement and licensed Acadian Ambulance Services, Inc. as the sole ambulance service provider within the City of Monroe from January 1, 2019, to December 31, 2023;

WHEREAS, in accordance with Section III of the Ambulance Services Agreement, the Ambulance Service Agreement was extended for a one-year period until December 31, 2024;

WHEREAS, Acadian Ambulance Services, Inc. requested that the license be extended for an additional two years, from January 1, 2025 to December 31, 2026;

WHEREAS, the Ambulance Service Advisory Board, established under the Uniform Ambulance Service Ordinance, met several times to consider the request, and thereafter voted to recommend the two-year extension of the Ambulance Services Agreement, from January 1, 2025 until December 31, 2026,

WHEREAS, the Ouachita Council of Governments reviewed and approved the recommendation at its meeting on June 24, 2024, and the Ouachita Police Jury and City of West Monroe have subsequently approved the extension; and

WHEREAS, in accordance with Section 5-52 of the Monroe City Code, the City of Monroe desires to extend the Ambulance Services Agreement with and renew the license of Acadian Ambulance Services, Inc. from January 1, 2025 until December 31, 2026.

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

Section 1. The extension of the Ambulance Services Agreement with Acadian Ambulance Services, Inc. from January 1, 2025 until December 31, 2026 is hereby approved.

Section 2. Acadian Ambulance Services, Inc.'s exclusive license as the sole provider of ambulance services within the City of Monroe is hereby extended from January 1, 2025, until December 31, 2026.

Section 3. Mayor Friday Ellis be and is hereby authorized to execute all documents necessary or proper to extend the Ambulance Services Agreement as set forth herein and to renew the license of Acadian Ambulance Services, Inc.

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

Notice Published on the _____ day of July, 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 August, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

AMBULANCE SERVICES AGREEMENT

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the OUACHITA PARISH POLICE JURY, CITY OF MONROE, and CITY OF WEST MONROE (collectively "Ouachita Governments" or "Service Areas"), each appearing herein through its duly authorized representative, on this ____ day of _____, 20__, for the exclusive provision of emergency and non-emergency ambulance service.

a. **Uniform Ambulance Service Ordinance.** The Parties agree that the terms of this Agreement shall include and be governed by all applicable sections of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments (See Ouachita Parish Police Jury Ordinance No. 9274; City of Monroe Ordinance No. 7331; City of West Monroe Ordinance No. 4610), (the "Ordinance"), which are incorporated herein by this reference. In the event of a conflict between this Agreement and the Ordinance, the terms and conditions of the Ordinance shall govern.

b. **Request for Proposals.** It is understood and agreed that the Ouachita Governments selected Acadian as the exclusive provider of ambulance service for Ouachita Parish in reliance on the representations made by Acadian in its "Response to Ouachita Council of Governments RFP for Ambulance Service" (hereinafter "Response to RFP") submitted on or about July 2, 2018. Accordingly, this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made by Acadian in said Response to RFP.

c. **OCOG.** The City of Monroe, the City of West Monroe, and the Ouachita Parish Police Jury have authorized and designated the Ouachita Council of Governments ("OCOG") to provide uniform oversight and regulation of ambulance service throughout Ouachita Parish, Louisiana. Accordingly, said political subdivisions are sometimes hereinafter referred to collectively as "OCOG".

d. **Administration.** The Uniform Ambulance Service Ordinance provides for the involvement of OCOG, a Contract Administrator ("Administrator"), and an Ambulance Service Advisory Board ("Board") in the regulation and administration of ambulance service in Ouachita Parish. Provider acknowledges the role of OCOG, Administrator and Board as established by the Ordinance and agrees to work cooperatively with them during the term of this Agreement.

Provider shall submit to the Board such reports, records, recordings and other information as requested by the Board in connection with the investigation of a complaint or as otherwise deemed necessary by the Board in connection with the oversight of the Provider's performance of the Provider's obligations under the Ordinance and/or this Agreement. The Provider shall have the right to demand that all patient records and

proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

e. **License Fee.** The Provider of Ambulance shall pay a license fee of THIRTY-FIVE THOUSAND AND NO/100 ($35,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to OCOG to defray the costs of administering this Ordinance. The initial License Fee shall be paid upon commencement of the initial term of the License with subsequent License Fees being due thereafter on or before January 31 of each succeeding year during the initial or renewal term(s) of the License.

For the calendar year 2020 and thereafter during the initial and renewal term(s) of the License OCOG may increase the License Fee if shown necessary to cover the costs of administering this Ordinance, but no such increase shall be more than $10,000.00 per calendar year or portion thereof. Any such increase shall be adopted by OCOG at an Open Meeting held on or before October 31 of the prior year.

II. DEFINITIONS

The "Definitions" set forth in Article 1, Section 6 of the Uniform Ambulance Service Ordinance adopted by the Ouachita Governments shall apply to the words and phrases used in this Agreement, unless otherwise specified herein.

III. TERM

The initial term of this Agreement, and the exclusive license it evidences, shall be for a period of five (5) years beginning January 1, 2019 and ending December 31, 2023. This Agreement and License may thereafter be renewed by mutual agreement of the Ouachita Governments and the Licensee for additional terms of not more than four (4) years each.

It will be presumed that the parties intend for this Agreement and License to be renewed for a term of one (1) year unless written notice of non-renewal is delivered to the other party not less than one hundred twenty (120) days prior to the end of the term of the initial term or any renewal thereof.

IV. OBLIGATIONS OF PROVIDER

a. **Ground Ambulance Service**
Provider shall be the exclusive provider of emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports that originate within the geographical boundaries of the Service Area.

In addition to ground ambulances, Acadian is to be the primary provider of rotor wing air ambulance transports that originate within the geographic boundaries of the

Service Area and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support, then Acadian shall call for a back-up provider without delay.

Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within the Parish and available a minimum of 24 hours per day. The helicopters shall be staffed at all times by an FAA licensed pilot and a Nationally Registered Paramedic and a Registered Nurse.

b. <u>Insurance Required</u>

Prior to commencing operations under this Agreement, Provider shall file with the Parish Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided on a yearly basis.

2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), FIVE MILLION and NO/100 ($5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 ($5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 ($5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.

3. The medical malpractice insurance policy(ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 ($500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 ($500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.

4. The worker's compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount of any one claim in the amount of ONE MILLION and No/100 ($1,000,000.00) DOLLARS. In the event that

Provider is self insured, it shall provide evidence of self insurance along with proof of adequate excess insurance.

5. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the geographical boundaries of the Service Area.

6. **Performance Bond Requirements:** Provider must furnish performance security in an amount of not less than $750,000.00. Said security shall be furnished through the pledge of a Certificate(s) of Deposit to OCOG in said amount or through the posting of a Performance Bond in favor of OCOG in said amount issued by insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.

c. Inspections of Ambulances

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R,S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. No Ambulance shall transport an ALS emergency patient with the transport originating in or from the geographic boundaries of the Service Area unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally registered EMT, Advanced EMT or Paramedic as driver.

2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medical by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meet the following qualifications:

a. The caregiver is a person of at least eighteen (18) years of age.

b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.

c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:

1. The driver is a person of at least eighteen (18) years of age; and
2. The driver is an Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

e. Standards for Ambulance Equipment

1. Provider warrants that each ambulance shall carry at all times when ambulance is in use the minimum essential equipment as specified in Definitions Paragraph J) Advanced Life Support Ambulance or (k) Basic Life Support Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service originating within the geographic boundaries of the Service Area.

2. Provider warrants that it shall not refuse to respond to a request for ambulance service where there is a "Medical Necessity" for the service, on the grounds of the patient's inability to pay for such service.

3. Provider warrants that it shall conform to protocols with respect to ground ambulance response times as set forth in Provider's response to RFP and further set forth in the Ambulance Ordinance.

4. Provider warrants that it shall conform to all nationally accepted standards with respect to ground ambulance operations. Provider furthermore must agree to comply with the Ouachita Parish Office of Homeland Security and Emergency Preparedness "Emergency Operations Plan" in regards to its role and/or function within an Incident Management System.

g. Review of Rates and Financial Information

1. Provider shall submit a schedule of its rates for all services to the Board for review by January 1st of each year and in such format as may be designated by the Board. The Board shall have authority to review, and/or approve such rates. The Board shall have 15 days to review and or object to such. For the first year of this Agreement, the Board will be deemed to have approved those rates as set forth in Provider's response to RFP, if so included in same. Otherwise of after such initial term, if written objection is not presented within 30 days the rates will become effective on the 31st day. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates except as approved by the Board. A statement of said fees is attached hereto. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall be allowed to increase charges for ancillaries at the then current market rate, without the need for additional approval by the Board. Additionally, Provider shall be allowed to request a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The Ouachita Governments acknowledge that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure. Rate changes allowed in this Agreement without additional Parish approval shall be deemed set and approved by the Parish in accordance with Louisiana law.

   The schedule of rates to be submitted for review shall include the rates to be charged under any contracts the Provider enters into with any hospital, long-term care facility, rehabilitation facility, or similar healthcare facility, to provide non-emergency ambulance service in Ouachita Parish to, or for, such facility. Rates for like services to like facilities shall be equal

2. Provider shall permit the Parish or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish and its members agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

3. Provider shall present to the Parish, in executive or confidential session, an annual audit of owner/operator's financial statements and activities. A copy of every

such annual audit shall be provided to the Parish and Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in Executive or Confidential Session of the Parish and that such materials not be disclosed or distributed outside of same. The parties agree that the Parish has the right to demand an independent audit of the response time of Acadian's performance under this Agreement. Such audit shall be performed at a mutually agreeable time by both parties but not later than thirty (30) days after receipt by the Council of Response Time information for a particular period and shall be for the account of the Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit which produced such differing results.

4. Provider shall not initiate any "Membership Drive" or similar sale to consumers of enrollments in any plan related to the Provider's ambulance services without prior approval of such Membership Drive or sale of enrollments by the Board. Provider shall make available to Board and/or OCOG written specification regarding the terms and conditions of the proposed Membership Drive or sale of enrollments as well as the Provider's proposed marketing plan including the content of proposed advertisements and promotional efforts. Provider shall have the right to demand that all proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Board and not be considered a public record, where allowed by Louisiana law.

h. <u>Response Reliability Standards: Zones coverage</u>

1. Provider shall produce response times as provided for in Provider's response to RFP and the Ambulance Ordinance, for reference said response times are set forth specifically in Exhibit A to this agreement, attached hereto and incorporated fully herein by reference.

   Except as set forth below, throughout the term of this contract Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that the above-described response times are minimum standards and that at all times it will operate said service aiming always to provide better and increased service.

i. <u>Response Time</u>

1. Response times on emergencies will be calculated as set forth in the Ordinance. Response times will be calculated each calendar month by Provider. Provider agrees to provide the Board monthly reports of response times by area along with all back-up documentation including the itemized summary of each call that is

included on the monthly report, but excluding any and all information that is protected from disclosure under the Health Insurance Portability and Accountability Act. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation and the reason for such exclusion. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the Contract Administrator within fifteen (15) days of the end of a month.

j. <u>Excluded Responses</u>

Provider will have the responsibility to document the nature of the circumstances surrounding any excluded response and the emergency and non-emergency responses affected thereby. It shall be Provider's responsibility to prove said response should be excluded in default of which it will be included. There shall be no "Excluded Responses" with respect to Non-Emergency responses. With respect to Emergency Responses, "Excluded Responses" for purposes of response time calculation, are as follows:

1. Responses that occur during periods of abnormally severe weather for which a "warning" has been issued by the National Weather Service where such weather could reasonably be expected to substantially impair response time performance.

2. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel. This exclusion shall not apply if law enforcement or fire personnel have established a staging area at the scene. In such circumstances, Response time shall be determined upon the ambulance's arrival at the staging area.

3. Those responses presented by Provider for consideration by the Parish or local governing authority and which such authority finds that the response has merit to be deemed excluded due to extraordinary circumstances. An example of such a response would be a request for response during Provider's servicing of a mass casualty situation where the majority of the units in the Parish/ city have been directed to attend to the Mass Casualty incident (ie: Mass shooting/ Active shooter at a school with multiple victims.)

   Except in cases of Force Majeure, Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or inhibited by the exception.

k. Response Time Penalty

Response time will be measured for calculation and assessment of penalties on a quarterly basis. Should Provider fail meet to any response time threshold, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Advisory Board to show good cause as to why said penalties should not be imposed. For good cause shown, the Board may recommend that the Board or OCOG waive and/or reduce any response time penalties otherwise due.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three consecutive quarters within any twelve (12) month period, that failure shall constitute grounds for the termination of the License with Provider.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in two (2) consecutive quarters or two (2) quarters in any twelve (12) month period, the Provider shall within fifteen (15) days written notice of such failure provide the Board with Provider's written plan to achieve adherence to the applicable response time standards in the ensuing quarter. If the Provider fails to timely submit such plan, Provider shall by such failure be deemed to have authorized the Contract Administrator to request another Ambulance Service to provide non-emergency responses on the Providers behalf pursuant to the Ordinance for a period of not less than thirty (30) days or until such time as the Provider has submitted the plan called for above if Provider has not submitted that plan within said thirty (30) day period.

l. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge.

Provider agrees, when available, to provide such other stand-by service as is requested by a local emergency response agency for emergency events such as haz-mat calls, structure fires, rescue calls, bomb threats, drug raids, etc. at no charge to the requesting public service agency.

Provider also agrees to offer consolidated, annual First Responder training to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

m. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Advisory Board as requested. Ambulances shall be less than 10 years old and shall have not more than 400,000 miles of total service.

n. **Vehicle Locating System**

Each ambulance within the geographic boundaries of the Service Area shall be equipped with a working, real-time Automatic Vehicle Locator ("AVL) system compatible with and able to communicate with the CAD system of the Ouachita Parish Communications District. Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including the initiation of civil or administrative actions or referral to the District Attorney's office for criminal, civil or administrative prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of this Agreement. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of response times or of providing a Performance bond, if so required or any other gratuitous services under this Agreement or any renewal period shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of giving of notice of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and in equity.

VI. TERMINATION

A. Termination by the Service Area

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

i. Provider shall violate in any material way any provision of the Ordinance, this Agreement, or any State or Federal law or regulation governing any aspect of ambulance service, which failure shall continue for a period of sixty (60) days after notice thereof is given to Provider by the Service Area specifying such failure and requesting that it be remedied;

ii. Provider shall attempt to transfer the License issued pursuant to the Ordinance or the Operations Contract entered into hereunder to another ambulance provider without the prior written approval of OCOG.

iii. Provider shall cease doing business as a going concern;

iv. Provider's financial reports demonstrate financial instability or insolvency.

v. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

B. Termination by Provider

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;

b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.

c). The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the unincorporated area of Ouachita Parish during any term of the License, provided that the Provider shall first give the Ouachita Parish Police Jury written notice of the operation of any such additional ambulance service and the Ouachita Parish Police Jury shall have a period of fifteen (15) working days after receipt of such notice to initiate action to enforce this Ordinance with respect to such additional ambulance operation(s).

d) The ***ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN*** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

OUACHITA GOVERNMENTS, c/o
Ouachita Council of Governments
3000 Kilpatrick Blvd.
Monroe, LA 71201
ATTN:Ambulance Contract Administrator

VII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability,

suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of in any way concerning or incident to any obligations of Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees (including such individual acting contrary to this Agreement).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. **Authority of Provider**
   Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.
2. **Authority of the Service Area**
   The Ouachita Governments represent that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the undersigned representative is authorized to execute this Agreement.

IX. Agreement, Modification, and Governing Law

1. Force Majeure

Provider's performance of its obligations hereunder shall be excused in the event of and during the period that such performance is prevented or rendered unsafe by the following: acts of God other than weather; acts of war, riot, or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto. However, it is understood and agreed that Provider was selected as as the exclusive provider of ambulance service in Ouachita Parish in reliance on the representations made in Provider's July 2, 2018 Response to the Ouachita Council of Governments' RFP for Ambulance Service (hereinafter "Provider's Proposal") and this Agreement is intended to, and does hereby, incorporate as contractual obligations the representations made in Provider's Proposal, as if copied *in extenso* herein.

3. Modification

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

5. Partial Enforceability

If any provision of this Agreement, or the application of the Provision to any entity or circumstance shall be held invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BECOME EFFECTIVE THE 1st DAY OF January 2019.

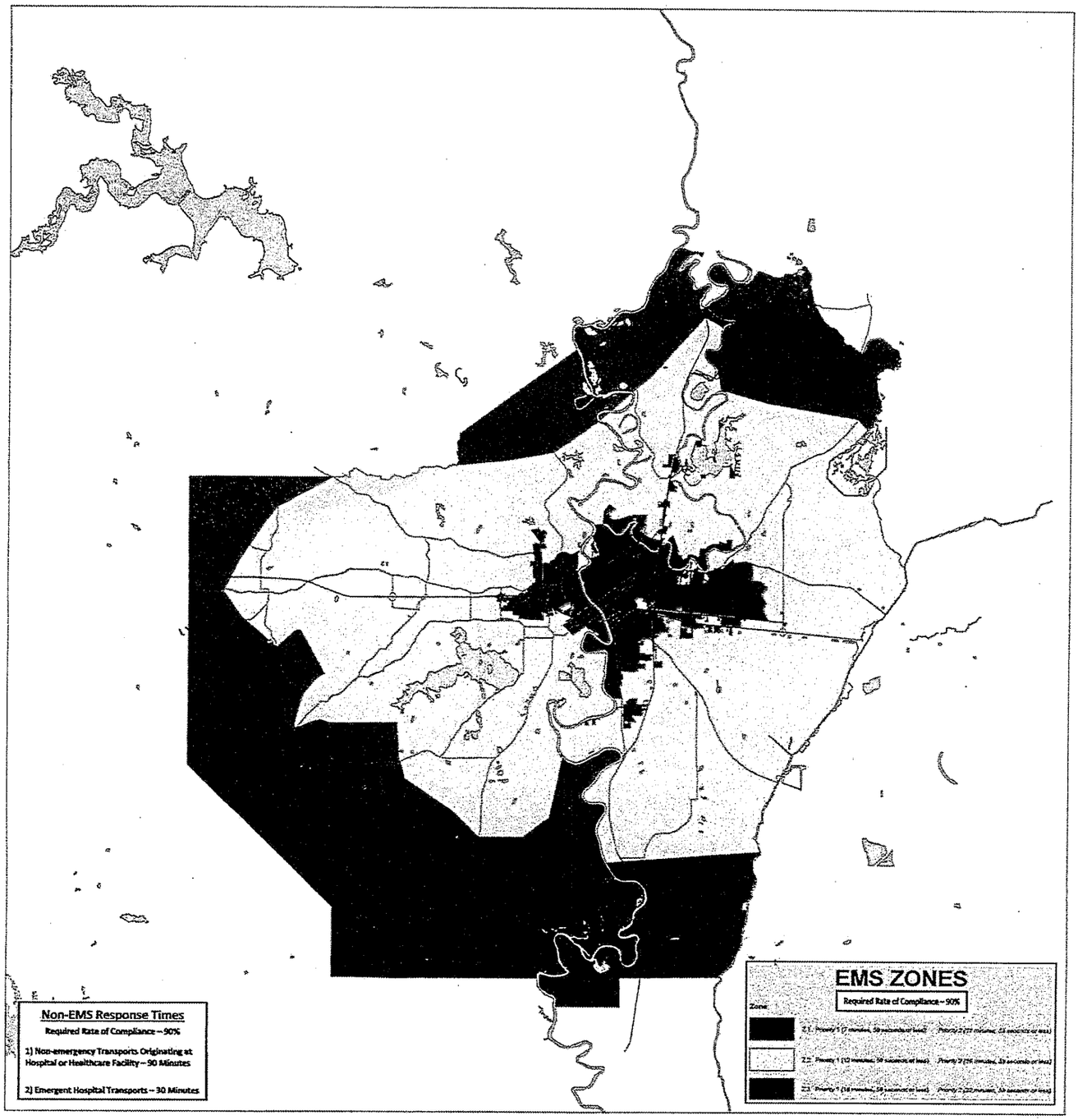
ACADIAN AMBULANCE SERVICE, INC.
By:_____
Name: _____
Title: Regional Vice President
Date:_____ ,20__

OUACHITA PARISH POLICE JURY
By:_____
Name: Scotty Robinson
Title: President
Date: Nov. 19 ,20 18

CITY OF MONROE
By: James E. Mayo
Name: James E. Mayo
Title: Mayor
Date: Nov. 29 ,20 18

CITY OF WEST MONROE
By: Staci Albritton Mitchell
Name: Staci Albritton Mitchell
Title: Mayor
Date: Nov 15 ,20 18

EXHIBIT "A"


Non-EMS Response Times
Required Rate of Compliance – 90%
1) Non-emergency Transports Originating at Hospital or Healthcare Facility – 90 Minutes
2) Emergent Hospital Transports – 30 Minutes
EMS ZONES
Required Rate of Compliance – 90%
Zone:

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 ADOPTING THE AUTHORIZED MILLAGE RATE(S) AND PROVIDING FOR THE LEVYING OF SPECIAL AND GENERAL TAXES FOR THE CITY OF MONROE FOR THE YEAR 2024 AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, under Art. VII, §23 of the Constitution of Louisiana, Title 47, Subtitle III of the Louisiana Revised Statutes, and the City of Monroe Charter, the City of Monroe is required annually to adopt, by ordinance, and levy the tax rate to be applied to assessed values for ad valorem tax purposes;

WHEREAS, following a reappraisal and valuation by the Ouachita Parish Tax Assessor, the City of Monroe desires to levy the following millage(s) on the 2024 tax rolls for all property subject to taxation by the City of Monroe:

Category	Existing 2023 Millage	2024 Millage
General Alimony	10.490 mills	**10.180 mills**
Safety Services	1.070 mills	**1.070 mills**
Recreation Facilities	1.880 mills	**1.880 mills**
Police Department	1.500 mills	**1.460 mills**
Fire Department	1.500 mills	**1.460 mills**
LA Purchase Gardens & Zoo	2.500 mills	**2.430 mills**
Civic Center Complex	2.500 mills	**2.430 mills**
Drainage Facilities	1.310 mills	**1.310 mills**
Capital Improvements	3.260 mills	**3.170 mills**
Airport Improvements	1.010 mills	**.980 mills**
TOTAL	27.020 mills	**26.370 mills**

NOW, THEREFORE, BE IT ORDAINED, by the City Council, in legal and regular session convened, that that the following millage(s) are hereby levied on the 2024 tax roll on all property subject to taxation by the City of Monroe:

Category	MILLAGE
General Alimony	**10.180 mills**
Safety Services	**1.070 mills**
Recreation Facilities	**1.880 mills**
Police Department	**1.460 mills**
Fire Department	**1.460 mills**
LA Purchase Gardens & Zoo	**2.430 mills**
Civic Center Complex	**2.430 mills**
Drainage Facilities	**1.310 mills**
Capital Improvements	**3.170 mills**
Airport Improvements	**.980 mills**
TOTAL	**26.370 mills**

BE IT FURTHER ORDAINED that the proper administrative officials of the Parish of Ouachita, State of Louisiana, be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll of said Parish for the year 2024, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner

provided by law.

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

Notice Published on the _____ day of July, 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 August, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

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

WHEREAS, the City of Monroe is the owner of certain land located at the Monroe Regional Airport that was previously leased to AvFlight Monroe Corporation under a Contract of Lease dated September 25, 2016 (Ordinance No. 11,723);

WHEREAS, the Monroe City Council approved a Lease Amendment to the Contract of Lease that released approximately 1.609 acres back to the City of Monroe for non-commercial aeronautical purposes (Ordinance No. 12,158);

WHEREAS, Pilots for Patients is a non-profit organization which serves our community and the region by providing free air transportation to patients needing diagnosis and treatments at medical facilities not available to them locally, with a goal to eliminate the burdens of travel;

WHEREAS, Pilots for Patients positively affects countless lives, and the entire northeast Louisiana region will benefit from Pilots for Patients' continued operation, growth, and success within Monroe;

WHEREAS, Pilots for Patients is currently based at the Monroe Regional Airport and desires to lease the approximately 1.609 acres released by AvFlight for the construction of the state-of-the-art hangar facility, host charitable events supporting the organization, and to grow its mission;

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

WHEREAS, a copy of the proposed "Ground Lease Agreement between the City of Monroe, Louisiana and Pilots for Patients" is attached hereto and made part hereof;

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

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

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

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 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 August ____, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

GROUND LEASE AGREEMENT

Between

THE CITY OF MONROE, LOUISIANA

and

PILOTS FOR PATIENTS

Dated as of August ___, 2024

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GROUND LEASE AGREEMENT
PILOTS FOR PATIENTS

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 political subdivision organized under the laws of the State of Louisiana, and **PILOTS FOR PATIENTS**, (the "Lessee" and together with City the "Parties" and each a "Party").

RECITALS:

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

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

WHEREAS, the City is desirous of leasing the Leased Premises to Lessee and Lessee is desirous of leasing the same from the City, upon the terms and conditions herein contained;

WHEREAS, Lessee intends to utilize the Leased Premises to provide free air transportation to those patients needing diagnosis and treatments at medical facilities not available to them locally, with a goal to eliminate the burden of travel allowing the patient to concentrate on getting well;

WHEREAS, the City recognizes the significant economic and noneconomic benefits of Lessee's long-term presence at the Airport, including building a more robust aeronautical community and providing a benefit to local medical communities;

WHEREAS, considering Lessee's unique position at the Airport and benefits to the community, this Lease contains terms and conditions which the Parties have specifically negotiated to better facilitate Lessee's operations; 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.

Airfield shall mean those portions of the Airport, excluding the aircraft aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, avigation or other easements, runways, a fully integrated taxiway

system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, as such facilities may be modified from time to time.

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

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

Airport Minimum Standards means the minimum standards dated April 26, 2022, adopted by the City and any amendment, restatement, or other modification to such minimum standards in effect from time to time.

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

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

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

City's Representative means the person designated by the City pursuant to Section 3.5 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 the 100% stage of design of the Project.

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 3.3.

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 judicial precedent of each of the foregoing.

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

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

Facility means the facility located within the Leased Premises that will be constructed on the Leased Premises by Lessee.

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

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

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

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

Lease means this 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.

Lease Year 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.

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

Lessee means **PILOTS FOR PATIENTS,** a chartered 501(c)(3) nonprofit organization in good standing and authorized to do business in the State.

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

Lessee's Representative means the person designated by Lessee pursuant to Section 3.5 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 the Facility and related improvements to be constructed by Lessee in accordance with Article 3, described as follows: a hangar and office space 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 Section 3.3.

Projected Delivery Date has the meaning set forth in Section 3.2.

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

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

State means the State of Louisiana.

Substantial Completion shall mean the date on which City's architects and/or engineers certify any improvements at the Airport to be substantially complete as to permit use and occupancy by Lessee or another Person.

Term shall mean the period of time during which Lessee's activities at the Airport shall be governed by this Lease, as defined in Article 4 hereof. As used in this Lease, the word "Term" includes the Initial Term, and each Extended Term, if any, if Lessee exercises any or all of its options to extend the Term.

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

1.2 Interpretation.

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

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

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

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

(e) Where the approval of the City is required under this Lease, the written approval of the Airport Director or such person acting at the direction of the Mayor of the City of Monroe ("Mayor") 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	REQUIRED FEDERAL PROVISIONS

ARTICLE 2
LEASED PREMISES

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

2.2 Preliminary Site Plan. A preliminary site plan of the Leased Premises is attached hereto as **Exhibit A**, 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 with regard to the Leased Premises except as expressly provided hereunder.

2.4 Subject to Survey. All square footages provided herein are estimates, and will be finalized based on a survey of the Leased Premises. Based upon the final survey, **Exhibit A** will be modified as necessary to reflect the correct square footage of each area.

2.5 Title. Title to the Leased Premises is held by the City. Title to the Facility will be held by Lessee until the earlier of (x) the expiration of the Initial Term or (y) termination or default of this Lease.

ARTICLE 3
CONSTRUCTION OF IMPROVEMENTS

3.1 Construction by City. To the extent not already existing, City agrees to bring existing water, sanitary sewer and electric service to the perimeter of the Leased Premises. Utility service capacities provided shall be limited to the existing service levels located within a reasonable distance to the Leased Premises. The Parties will use good faith and reasonable efforts to agree in writing on the location of any tie-in. The City shall have no duty to construct or provide utilities on the Leased Premises.

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. Lessee's failure to meet either the Minimum Investment Amount or to construct the Project in accordance with pre-approved plans and specifications, as applicable, is an Event of Default.

(b) To ensure quality construction and installation of the Project, Lessee shall:

(i) Design, construct, and install the Project so that the total value of all improvements constructed and installed exceed Five Hundred Thousand Dollars ($500,000) (the "Minimum Investment Amount"), as determined by a competent appraisal or estimate of the value of the Project or by estimates of value or receipts showing actual expenditures on the design, construction, and installation of the Project; and

(ii) Upon presentation to and approval by the City, which shall not be unreasonably withheld, design, construct, and install the Project in accordance with plans and specifications evidencing that the Project will be of high-quality construction, using new, code-compliant materials.

(c) The Project must be Substantially Complete no later than twenty-four (24) months after the Effective Date (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 and will not arbitrarily delay any proceedings, withhold or deny approvals, or attribute to any unnecessary delays. Lessee's failure to meet the Projected Delivery Date is an Event of Default.

(d) Lessee shall be solely responsible for obtaining all necessary permits from all applicable Governmental Authorities and quasi-governmental entities having jurisdiction for development of the Project.

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 Construction Documents 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. 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.

(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.

(e) The City's approval of final plans for the construction of improvements shall constitute the "Construction Documents" for the Project. The Project must be constructed in accordance with the approved Construction Documents.

(f) In order to expedite construction of the Project, the Lessee may commence portions of the Project if the City has approved Schematic Design for all of the Project and the Construction Documents for such elements of the Project.

3.4 Performance Bond.

(a) Lessee shall require contractors to obtain a performance bond and a labor and material payment bond ("Construction Security") to be kept in force throughout the construction of the Project and for ninety (90) days thereafter. Copies of said bond shall be delivered to the City. Should the Lessee not require this bond of the contractors then Lessee shall assume the responsibility of securing and providing evidence of the Construction Security to the City.

(b) The Construction Security shall be in the amount of the construction cost covering faithful performance of the Lessee's obligations hereunder and the payment of all obligations arising in connection with the construction, free of liens upon the Leased Premises. The bonds shall name the City as obligee and shall be written by surety companies qualified to do business in the State of Louisiana, under proper certificate of authority, and in such form and with such sureties as the City may approve. Lessee shall indemnify and hold the City harmless from any monetary liens placed against the Leased Premises for nonpayment of taxes, materials or labor in connection with construction.

(c) The City may, but is not obligated to, permit other forms of security in lieu of a surety performance bond provided that the security sufficiently guarantees full and satisfactory performance by Lessee of Lessee's obligation to build, construct, and install improvements.

3.5 Representatives. The City shall name a suitable employee to acts as the "City's Representative" 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 will be or 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.

3.6 Construction of Project. At such time as the Construction Documents for the Project have been approved in writing by both City and Lessee, 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 Construction Documents for the Project and all Applicable Laws.

3.7 Change Orders.

(a) During construction of the Project, the Lessee will cause copies of all requests for change orders (amending the Construction Documents, Construction Budget and/or construction schedule) 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. 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 3.7, 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 the time and in the manner provided in Section 3.5. 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 Construction Documents, or which is reasonably necessary to minimize the impact of the Project on Airfield safety, security or operations. 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.

(c) The City's Representative may request changes in the Project during construction only by written request to Lessee's Representative on a form approved by City. All such changes will be subject to the Lessee's prior written approval, which will not be unreasonably withheld, delayed or conditioned so long as the proposed change will not result in (i) an adverse effect on the construction schedule; or (ii) materially increase the costs of the Project.

3.8 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 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 has been substantially completed in accordance with the Construction Documents, as modified by any approved change orders, (ii) identifying the square footage of the floor area of the Facility and the Leased Premises, and (iii) specifying the Date of Beneficial Occupancy for the Project ("Completion Certificate"). City and Lessee shall be deemed to accept such square footage as the "Rentable Area" and for all other applicable purposes of this Lease, which shall not be changed unless the Project is thereafter physically modified as approved in writing by the City. All amounts, percentages and figures appearing or referred to in this Lease (including, without limitation, those relating to the calculation of Rent) shall be modified in accordance with such calculation of square footages. Prior to the Date of Beneficial Occupancy, the Lessee shall provide the City with copies of all operating and maintenance manuals and warranties and guarantees for all equipment or systems relating thereto and shall afford the City and appropriate City Parties the opportunity to be trained to use all Project equipment and systems.

ARTICLE 4
TERM

4.1 Term.

(a) **Initial Term.** The "Initial Term" shall begin on the Effective Date and shall terminate at midnight on the last day of the month that is thirty (30) years from the Effective Date, unless terminated sooner in accordance with this Lease.

(b) **First Option Term(s).** No more than three hundred and sixty-five (365) days and no less than one hundred and eighty (180) days from the expiration of the Initial Term, Lessee may exercise one (1) ten-year option term ("First Option Term") by providing written notice to the City, which shall extend the expiration of this Lease until the fortieth (40th) anniversary of the Effective Date. Notwithstanding the rest of this Section, Lessee's notice and the Option Term shall not be effective unless:

(i) Lessee is not then in default under this Lease as of the date of Lessee's written notice;

(ii) In the fifth (5th) year preceding Lessee's written notice, Lessee shall obtain an assessment of the Facility, including any appurtenances and adjoining spaces within Lessee's Leased Premises, performed by a licensed and qualified professional engineer or building inspector paid for by Lessee and approved by City, and shall cause to be repaired, restored, and remedied all structural deficiencies, including component parts, or items of deferred maintenance identified by such assessment;

(iii) In the ten (10) years immediately preceding Lessee's written notice, Lessee has expended no less than One Hundred Thousand Dollars ($100,000) on

permanent Capital Improvements on the Leased Premises ("Refurbishments"), and may include within this amount repairs, restorations, or remediation required conducted as part of the building assessment required by this Section;

(iv) Lessee receives written approval from the City prior to commencing construction on the Refurbishments (which approval shall not be unreasonably withheld) and complies with all aspects of this Lease in completing the Refurbishments; and

(v) Lessee provides reasonable documentation to the City of the total expenditure on the Refurbishments.

(c) **Second Option Term**. No more than three hundred and sixty-five (365) days and no less than one hundred and eighty (180) days from the expiration of the Initial Term, Lessee may exercise one (1) ten-year option term by providing written notice to the City, which shall extend the expiration of this Lease until the fiftieth (50th) anniversary of the Effective Date. Notwithstanding the rest of this Section, Lessee's notice and the Option Term shall not be effective unless:

(i) Lessee is not then in default under this Lease as of the date of Lessee's written notice;

(ii) In the fifth (5th) year preceding Lessee's written notice, Lessee shall obtain an assessment of the Facility, including any appurtenances and adjoining spaces within Lessee's Leased Premises, performed by a licensed and qualified professional engineer or building inspector paid for by Lessee and approved by City, and shall cause to be repaired, restored, and remedied all structural deficiencies, including component parts, or items of deferred maintenance identified by such assessment;

(iii) In the ten (10) years immediately preceding Lessee's written notice, Lessee has expended no less than One Hundred Thousand Dollars ($100,000) on permanent Capital Improvements on the Leased Premises ("Refurbishments"), and may include within this amount repairs, restorations, or remediation required conducted as part of the building assessment required by this Section;

(iv) Lessee receives written approval from the City prior to commencing construction on the Refurbishments (which approval shall not be unreasonably withheld) and complies with all aspects of this Lease in completing the Refurbishments; and

(v) Lessee provides reasonable documentation to the City of the total expenditure on the Refurbishments.

(d) For purposes of this Article 5, Capital Improvements shall mean improvements to tangible property that must be capitalized under 28 U.S.C. § 263 and 26 C.F.R. 1.263(a)-3, as may be amended or redesignated.

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

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

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. Any items of Lessee's personalty remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by Lessee and become the sole property of City. Notwithstanding the foregoing, any costs incurred by City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Lease.

4.3 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 (escalated annually as provided in Article 6) in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon thirty (30) days' prior written notice.

(b) Other than in the case of a Permitted Holdover, if Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease then Lessee's continued occupancy of the Leased Premises shall be deemed a tenancy from month-to-month with respect to such retained portion at a rental rate of one hundred and ten percent (110%) of 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 to construct a hangar and related facilities to provide air transportation to those patients needing diagnosis and treatments at medical facilities not available to them locally and uses ancillary to the foregoing. Lessee, as a non-profit entity, may also use the premises for promotional events, banquets, fundraisers, and other similar events to support its mission provided that the events shall be for a public purpose, including supporting or increasing the availability of flights for patients, recruiting or awarding volunteer pilots, enhancing Lessee's operations, or benefitting the community, Airport, or City as a whole. These events shall be non-commercial in nature and shall not include any commercial aeronautical activity.

Lessee may house aircraft on the Leased Premises, but only to the extent that such aircraft are (i) owned or leased (in whole or in part) by Lessee in its own name, (ii) owned or leased (in whole or in part) by a member, employee, or representative of Lessee, or (iii) are owned or leased (in whole or in part) by a person flying such aircraft on behalf of Lessee and its mission. Lessee may charge fees to the owners/lessees of aircraft, but only at a level no more than necessary to recover Lessee's costs of operating the Leased Premises (e.g., Rent, utilities, and taxes). Lessee shall at all times ensure that the City has an accurate list of the aircraft housed on the Leased Premises, together with the following information: (a) owner/lessee of the aircraft, (b) tail number, (c) model, (d) fee charged by Lessee for storage of the aircraft used in Lessee's operations, and (e) relationship of aircraft to Lessee's organization/mission. Lessee shall maintain records adequate to support the fees charged to aircraft owners/lessees as compliant with this Article 5. Upon thirty (30) days' written notice from City to Lessee, Lessee shall provide the City with such records.

Lessee shall not provide any commercial aeronautical services from the Leased Premises and shall not hold itself out to the public as providing any commercial aeronautical services. Other than those set forth in this Article 5, 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 [and operate the Facility in an ongoing manner] throughout the Term of the Lease, unless otherwise agreed to in writing by City. In the event Lessee requires an extended suspension of operations of the Leased Premises, defined as any period in excess of two (2) consecutive months, City shall have the right, in addition to the remedies provided for under Article 9, to terminate this Lease upon thirty (30) days written notice. All payments due City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and Lessee shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

ARTICLE 6
RENT, FEES, CHARGES

6.1 **Rent, Fees, and Charges**. Beginning on the Effective Date, Lessee shall pay the City "Rent" equal to $0.15 per square foot per year on the Leased Premises. Commencing on the first month of the fifth (5th) Lease Year, and every fifth Lease Year thereafter during the Initial Term, the Rent due under this Section shall increase by five percent (5%). The annual amount of Rent owed for each Lease Year of the Initial Term under this Lease is 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.

6.2 **Rental Adjustments.** At the expiration of the Initial Term and transfer of title to the Facility(ies) to the City (the "Adjustment Date"), and in the event Lessee exercises its option to an Option Term, the Rent shall be adjusted to the fair market Ground Rent and Facility Rent for the Leased Premises as determined by the following procedure:

No later than one hundred eighty (180) days prior to the commencement of the Adjustment Date, Lessee and City will each appoint an independent appraiser, each of whom shall be a professional M.A.I. appraiser with at least ten years' experience appraising aviation and industrial properties, and each appraiser will provide said appraiser's opinion of the fair market Ground Rent and Facility Rent for the first year of the Extension Term commencing after the applicable Adjustment Date and will report such opinion to the other appraiser within thirty (30) days of the date of such appraiser's appointment. In determining fair market Ground Rent and Facility Rent, the appraisers shall take into account all relevant factors and may reasonably consider Lessee's status as a not-for-profit organization to the extent consistent with applicable FAA guidance or regulations.

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

If the higher appraisal is more than 105% of the lower appraisal, the two appraisers shall retain a third appraiser (and if they cannot agree upon an appraiser, one will be appointed by the executive in charge of the local office of the American Arbitration Association ("AAA") or his/her delegate upon the application of either City or Lessee, or another office of the AAA mutually agreeable to the City and Lessee or, if the AAA is unable to carry out such duty, a successor organization selected by the City and reasonably acceptable to Lessee), and such third appraiser (who shall be subject to the same requirements as to qualifications as the other two appraisers) shall select a Rent that such appraiser deems reasonable (taking into account all relevant factors, including concessions then being granted by aviation and industrial landlords), as long as it is no higher and no lower than the Rent as determined by the other two appraisers, respectively. In these circumstances, the Rent so selected by the third appraiser shall be the Ground Rent and the Facility Rent for the first year of the Extension Term following the applicable Adjustment Date. Each

party will be responsible for the fees and expenses of the appraiser retained by such party and if a third appraiser is used the parties will share the fees and expenses of said appraiser equally.

Thereafter, commencing on the first month of the fifth (5th) Lease Year of the Extension Term, and every fifth Lease Year thereafter during the Extension Term(s), the Ground Rent and Facility Rent due under Section 6.1 of this Lease shall increase by five percent (5%) above the previously effective Ground Rent and Facility Rent.

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

Airport Director, Monroe Regional Airport
ATTN: Rental Payment
5400 Operations Road
Monroe, LA 71203

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

ARTICLE 7
OBLIGATIONS OF LESSEE

Lessee shall:

(a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

(b) Control, within reason, the conduct, demeanor and appearance of the Lessee Parties and those doing business with Lessee and, upon objection from City concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(c) Remove from the Leased Premises or otherwise dispose of in a manner approved by the Airport Director all garbage, debris and other waste materials (whether solid or liquid) placed on the Leased Premises. Any such debris or waste which is temporarily stored shall be kept

in suitable garbage and waste receptacles with tight-fitting covers and designed to safely and properly contain whatever waste material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.

(d) Not create, commit or maintain any nuisance, waste, or damage to the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or damage to the Leased Premises.

(e) Not create nor permit to be caused or created upon the Airport or the Leased Premises any obnoxious odor, smoke or noxious gases or vapors.

(f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

(g) Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(h) Not to do or permit to be done any act or thing upon or within the Leased Premises:

(i) Which will invalidate or conflict with any fire insurance policies covered the Leased Premises or any part thereof or other contiguous property; or

(ii) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

(i) Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of Lessee's working requirements.

(j) To provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for operations in the vicinity of the FAA facilities.

(k) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Leased Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. This Lease shall be a net lease with City receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever.

ARTICLE 8
DEFAULT AND TERMINATION RIGHTS OF CITY

8.1 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 or contract security (if applicable) as required by this Lease, or (iii) comply with the Airport Security Plan for the Airport as in effect from time to time;

(b) Lessee's failure to meet either the Minimum Investment Amount or to construct the Project in accordance with pre-approved plans and specifications, as applicable;

(c) Lessee's failure to meet the Projected Delivery Date;

(d) Lessee's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of thirty (30) days after written notice by City, provided that Lessee shall not be in default after the end of such thirty day period if Lessee commences a cure of such default within such thirty day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one hundred twenty (120) days from the date of such written notice;

(e) The bankruptcy of Lessee;

(f) Lessee making an assignment for the benefit of its creditors;

(g) A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets;

(h) Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(i) Lessee's vacating or abandoning the Leased Premises;

(j) Lessee's interest under this Lease being sold under execution or other legal process;

(k) Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;

(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 Applicable Laws.

8.2 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' receipt of an invoice therefor.

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

8.3 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.

8.4 Additional Provisions. No re-entry or retaking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to City hereunder or of any damages accruing to City by reason of the violations of any of the terms, provision and covenants herein contained. City's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as City's waiver of such event of default. No forbearance by City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be

deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by City to enforce or waiver of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by City following repossession.

In the event City commences any proceeding to enforce this Lease or the relationship between the Parties or for nonpayment of Rent (of any nature whatsoever, in whole or in part) or additional monies due City from Lessee under this Lease.

8.5 **Waiver of Jury Trial**. City and Lessee shall, and they hereby do, knowlingly, 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.

8.6 **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.

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

ARTICLE 9
MAINTENANCE AND REPAIR

9.1 **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, inclusing the apron areas, if any, in a state of good repair, to include repair of any damage to the pavement or other surface of the Leased Premises or the Facility caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(e) Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises, except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by Lessee or any subtenants.

9.2 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 10
ALTERATIONS AND IMPROVEMENTS

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

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

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

10.3 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 11
TITLE TO IMPROVEMENTS

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

ARTICLE 12
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 13
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 Airport, or to service other tenants of City; provided, however, that City shall carry out such work and locate above-ground structures in a manner that does not unreasonably interfere with the Lessee's use of the Leased Premises.

ARTICLE 14
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 taxiways, 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 means of ingress and egress is available. The City may at any time temporarily or permanently close any taxiway, roadway or other area used as ingress or egress to the Leased Premises presently or hereafter used as such, so long as an alternative means of ingress and egress is made available to Lessee and so long as such closure does not prevent Lessee from using the Leased Premises as Lessee intends; provided, however, that the City may close any such means of access or egress without providing an alternative means of ingress or egress due to a force majeure event or for a commercially reasonable period of time necessary to repair or otherwise maintain such areas and facilities (a "Total Closure"). In the event any such Total Closure is necessary, the City will provide Lessee with advance, written notice reasonable under the circumstances and use diligent efforts to coordinate any such closure and maintenance activities with Lessee to minimize any adverse effects upon Lessee' operations. Lessee hereby releases and discharges City, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any taxiway, apron, runway, street, roadway, or other areas used as such, whether within or outside the Leased Premises, provided that City makes available to Lessee an alternate means of ingress and egress.

ARTICLE 15
TAXES, PERMITS, LICENSES

In addition to those obligations set forth in Article 8, Lessee shall bear, at its own expense, all costs of operating its equipment and business, any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the Leased Premises or improvements or property Lessee places thereon and any assessed against the operation of the business and any ad valorem,

sales, use or similar taxes levied or assessed with respect to this Lease or the Leased Premises, whether assessed at the Effective Date or thereafter imposed, regardless of whether such taxes are assessed against the Lessee or the City. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. Lessee shall bear all costs of obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to City.

ARTICLE 16
INSURANCE

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

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

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

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

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

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

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

Airport Director, Monroe Regional Airport
ATTN: Facility Insurance
5400 Operations Road
Monroe, LA 71203

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

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

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

ARTICLE 17
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 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 owner or occupant of adjoining or contiguous property.

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

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

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

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

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

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

ARTICLE 18
ENVIRONMENTAL REGULATIONS

18.1 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 which govern or which in any way apply to the direct or indirect results and impacts to the environmental and

natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises. Lessee agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.

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

(c) Lessee shall, prior to commencement of any of Lessee's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.

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

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

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

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

18.2 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 Environemental 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 Environemental Law.

18.3 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.

18.4 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 aplicable Governmental Authorities in case of any spill, leak or other emergency situation involving Hazardous Materials. Designation of this emergency

coordination may be required by Environemental 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.

18.5 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.

18.6 City Liability. Should any environmental damages to the Leased Premises be wholly caused by City or its agents, employees or contractors, City shall be responsible for any liability arising out of those damages and agrees to remedy or remediate such damages in a reasonable manner and time.

ARTICLE 19
FEDERAL STORM WATER REGULATIONS

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

ARTICLE 20
ENVIRONMENTAL INSPECTION

20.1 Environmental Inspection at Commencement of Lease Term. Prior to beginning any construction on the Leased Premises, Lessee shall obtain, at its cost and expense, a Phase I Environmental Report on the Leased Premises. If required or indicated by the Phase I Environmental Report, Lessee shall also pay the cost of a Phase II Environmental Report. The Phase I Environmental Report (and if necessary, the Phase II 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").

20.2 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 Environemental Condition at the Airport, including 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.

20.3 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 Environemental Laws. The remediation must continue until the Governmental Authorities with jurisdiction have determined that no further action is necessary; it being understood and agreed that Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

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

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

City 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 City property to the extent caused by City or occurring by reason of City'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 21
STORAGE TANKS

Lessee agrees that it will not have any underground or above ground storage tanks ("Tanks") on the Leased Premises unless specifically authorized in writing by City. If any tank is authorized by City, Lessee covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of Tanks including financial responsibility and corrective action requirements.

ARTICLE 22
NONDISCRIMINATION

Lessee acknowledges that the City is required by the FAA under the terms of certain agreements between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Lease certain required contract provisions, attached as **Exhibit D** hereto (the "Federal Nondiscrimination Clauses").

Lessee agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. Lessee further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from the City of such required modifications.

ARTICLE 23
RIGHTS RESERVED TO CITY

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

ARTICLE 24
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 25
RIGHT OF FLIGHT

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

ARTICLE 26
SUBORDINATION TO DEED AND GRANT AGREEMENTS

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

If, as a result of any future agreement or action under this Article, the City intends to unilaterally alter, amend, or otherwise modify the terms of this Lease, the City shall give Lessee sixty (60) days' notice of its proposed actions and the reasons therefor. After being notified, Lessee may, within its discretion, elect to terminate this Lease within the notice period. In the event Lessee terminates this Lease, Lessee shall return the premises as set forth in Article 4.4 and title to any Facility(ies) or improvements shall immediately transfer to the City. Lessee shall have no further recourse against the City.

ARTICLE 27
SIGNS

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

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

ARTICLE 28
QUIET ENJOYMENT

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

ARTICLE 29
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 the Project referenced herein 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 Mortgagee 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;

(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 31at any time.

(h) *Lender's Right to Cure.* If Lessee enters into a Leasehold Mortgage in accordance with this Article 30, 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. From the date the Lender receives notice of an occurrence of default from the City there shall be added to any grace period allowed by the terms of this Lease an additional ten (10) days, in the case of default in payment of Rent due under this Lease, or an additional thirty (30) days, in the case of all other defaults, for such Lender to cure the same beyond the time allowed to 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 of 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 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 or 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.

(j) The City agrees to consider, in good faith, reasonable modifications to this Lease at the request of the Lender, should the Lender deem such modifications required as a condition of financing. The City shall not be required to grant such modifications.

ARTICLE 30
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 31
ASSIGNMENT

Lessee shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of City which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for the City to require that any assignee or subtenant meet certain objective financial worth and operational standards. Any assignment or sublease without the written consent of the City shall be void *ab initio* and of no force or effect. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. City reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and **LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE AFTER SUCH ASSIGNMENT OR SUBLEASE.** If the City's consent to a sublease is given, Lessee shall comply with the provisions of Section 6.6 hereof regarding calculation and payment of Transaction Rent. Lessee shall provide City a copy of the proposed sublease agreement prior to any request for consent. All subleases shall be limited to a term of one (1) year unless otherwise agreed to in writing by City.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Lessee shall have an affirmative obligation to notify immediately City of any such change.

ARTICLE 32
EMINENT DOMAIN AND DAMAGE TO LEASED PREMISES

32.1 Damage to, Destruction or Condemnation of Airport.

In the event any Governmental Authority shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to

Lessee, Lessee shall have no right of recovery whatsoever against City but shall make its claim for compensation solely against such Governmental Authority.

32.2 Damage or Destruction of Leased Premises. If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenantable 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.

32.3 Untenantable Conditions.

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

ARTICLE 33
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 34
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 35
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 36
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 37
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 38
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:
Charles Butcher
Airport Director
City of Monroe
P. O. Box 123
Monroe, LA 71210
318-329-2460

To Lessee:
Philip Thomas
Pilots For Patients
5510 Operations Rd
Monroe, LA 71201
318-322-5112

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 39
FEDERAL RIGHT TO RECLAIM

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

ARTICLE 40
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 41
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 42
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 43
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.

ARTICLE 44
SHORT-FORM LEASE

City and Lessee shall execute and record a short form or memorandum of this Lease in customary form and content, setting forth, at a minimum, the leasehold interest granted hereunder, the Term of this Lease and the prohibition against construction liens for Lessee's improvements. The original of this Lease shall not be recorded.

Remainder of Page Intentionally Left Blank
Signature Page Follows

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

CITY:
CITY OF MONROE

BY: _____
Printed Name: **Stacey Rowell**
Title: Director of Administration

LESSEE:
PILOTS FOR PATIENTS

BY: _____
Printed Name: **Philip Thomas**
Title: President and Founder

WITNESSES FOR CITY:

_____
Signature

_____
Name Printed

_____
Signature

_____
Name Printed

WITNESSES FOR LESSEE

_____
Signature

_____
Name Printed

_____
Signature

_____
Name Printed

EXHIBIT A
LEASED PREMISES

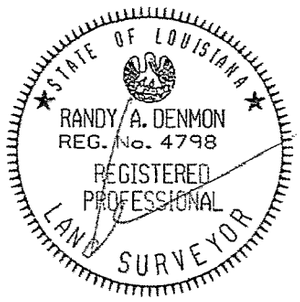
AUGUST 15, 2016
REVISED: AUGUST 18, 2016

A LEGAL DESCRIPTION
OF
VACANT LAND
AT
MONROE REGIONAL AIRPORT
1.609 ACRES (70,094.36 SQ. FT.)
FOR
CITY OF MONROE
SITUATED IN
SECTION 68, T-18-N, R-4-E
OUACHITA PARISH, LOUISIANA

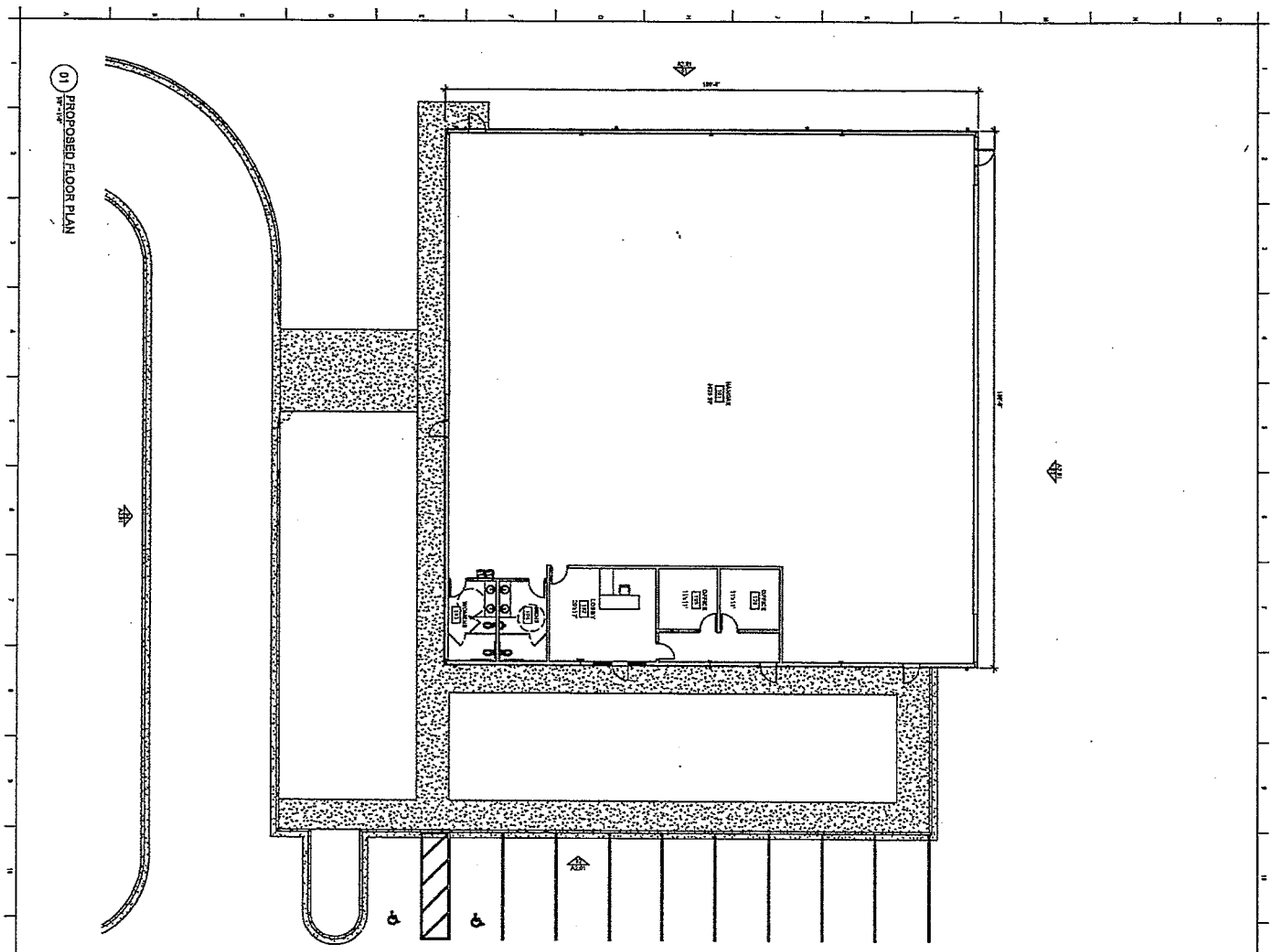
Commencing from a found wagon axle at the Southwest corner of Section 35, T-18-N, R-4-E, Ouachita Parish, Louisiana; thence, North 52°46'36" West, a distance of 5993.11' to a found 5/8" rebar at the Northeast property corner of Tisdale Converting, LLC. as recorded in Conveyance Book 1722, Page 552 of the records of Ouachita Parish, Louisiana; thence, North 41°22'32" East, a distance of 4038.34' to a point and being the POINT OF BEGINNING; thence, North 40°12'37" West, a distance of 360.65' to a point; thence, North 49°34'29" East, a distance of 195.31' to a point; thence, South 40°27'48" East, a distance of 343.83' to a point; thence, South 50°19'42" West, a distance of 55.25' to a point; thence, South 41°23'47" East, a distance of 20.28' to a point; thence, South 49°39'21" West, a distance of 97.62' to a point; thence, South 52°55'09" West, a distance of 44.44' back to the POINT OF BEGINNING and containing 1.609 acres (70,094.36 sq. ft.) more or less.

This survey depicts the buildings and existing equipment to be conveyed and not the property that the buildings and equipment occupy.

Ownership of land that the buildings and equipment are on belongs to the City of Monroe and will not be conveyed.



8/18/16



A1.01

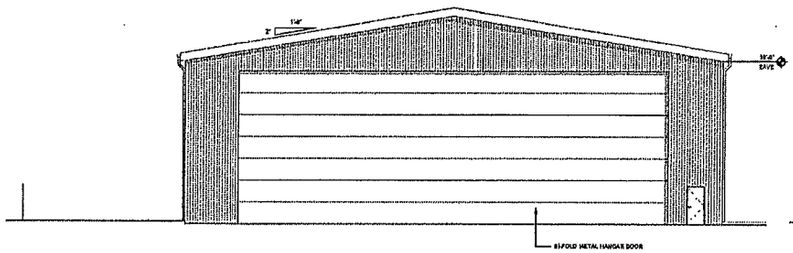
KSA

DESIGNED BY:	DRAWN BY:
JK	JK
CHECKED BY:	DATE:
JK	OCT 2023
PROJECT NO	
PFP.001	
PROJECT PHASE	
SCHEMATIC DESIGN	
SCALE	
1/8" = 1'-0"	

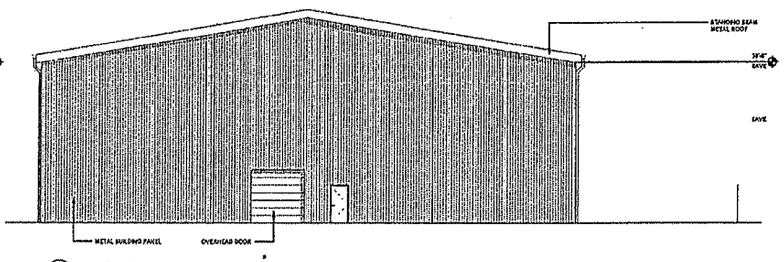
NEW HANGAR AND OFFICES
PILOTS FOR PATIENTS
MONROE, LOUISIANA

FLOOR PLAN (DIMENSION)

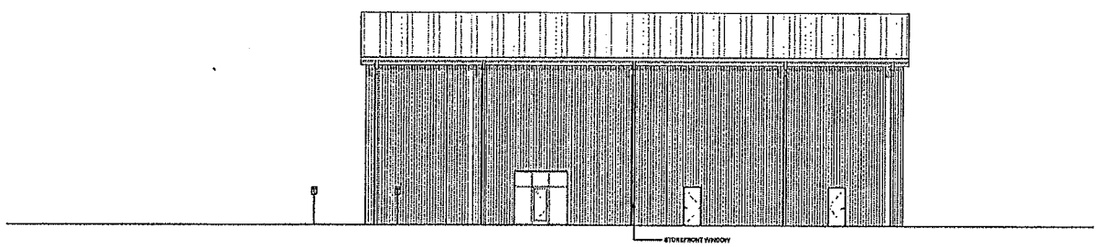
NO.	REVISION	DATE



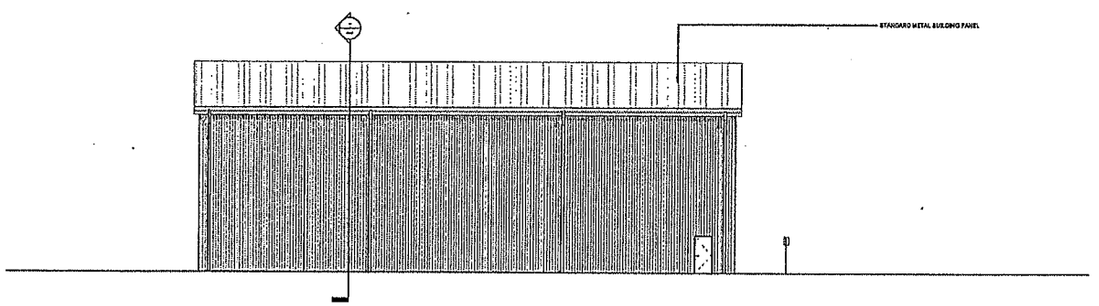
03 NORTHEAST ELEVATION
1/8" = 1'-0"



04 SOUTHWEST ELEVATION
1/8" = 1'-0"



02 SOUTHEAST ELEVATION
1/8" = 1'-0"



01 NORTHWEST ELEVATION
1/8" = 1'-0"

NEW HANGAR AND OFFICES
PILOTS FOR PATIENTS
MONROE, LOUISIANA

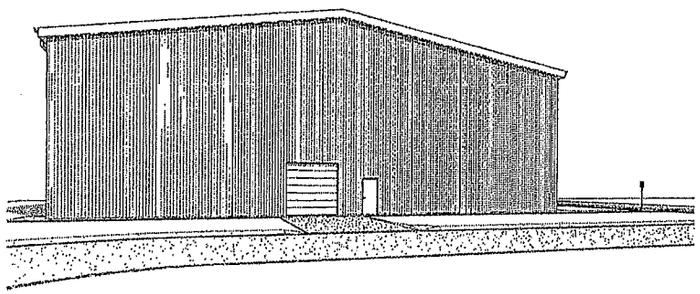
EXTERIOR ELEVATIONS

DRAWN BY: AK
CHECKED BY: AK
DATE: OCT 2023
PROJECT NO: PFP.001
PROJECT PHASE: SCHEMATIC DESIGN
SCALE: 1/8" = 1'-0"

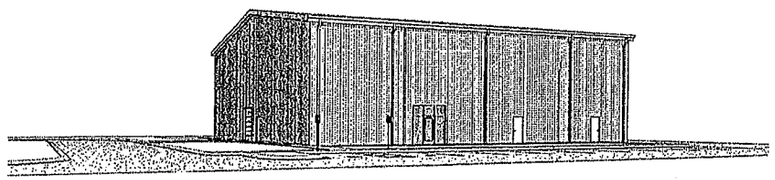
KSA
1111 Home Road
Bossier City, LA 71111
318.549.1000

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF THE INTERIM REVIEW UNDER THE AUTHORITY OF JOHN E. BEMER, ARCHITECT #18433, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. 10.16.2023

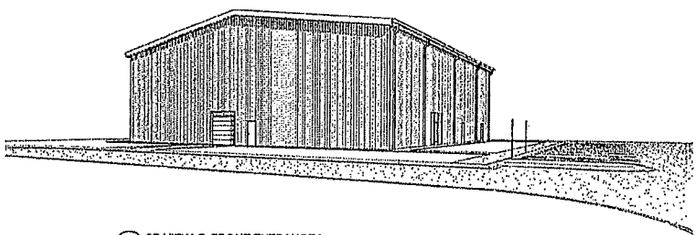
SHEET NO
A2.01



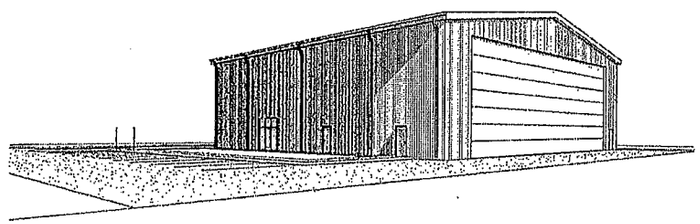
03 3D VIEW @ FRONT ENTRANCE II



04 3D VIEW @ PARKING LOT



01 3D VIEW @ FRONT ENTRANCE I



02 3D VIEW @ REAR ENTRANCE

NEW HANGAR AND OFFICES
PILOTS FOR PATIENTS
MONROE, LOUISIANA

3D VIEWS

KSA

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF THE INTERIM REVIEW UNDER THE AUTHORITY OF JOHN E. SELNER, ARCHITECT #19453, IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES. 10.18.2023

A9.01

EXHIBIT B
RENT SCHEDULE

Year 1 - $10,513.20	Year 18 - $12,170.34
Year 2 - $10,513.20	Year 19 - $12,170.34
Year 3 - $10,513.20	Year 20 - $12,778.86
Year 4 - $10,513.20	Year 21 - $12,778.86
Year 5 - $11,038.86	Year 22 - $12,778.86
Year 6 - $11,038.86	Year 23 - $12,778.86
Year 7 - $11,038.86	Year 24 - $12,778.86
Year 8 - $11,038.86	Year 25 - $13,417.80
Year 9 - $11,038.86	Year 26 - $13,417.80
Year 10 - $11,590.80	Year 27 - $13,417.80
Year 11 - $11,590.80	Year 28 - $13,417.80
Year 12 - $11,590.80	Year 29 - $13,417.80
Year 13 - $11,590.80	Year 30 - $14,088.69
Year 14 - $11,590.80	Fair Market Rent Adjustment
Year 15 - $12,170.34	
Year 16 - $12,170.34	
Year 17 - $12,170.34	

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

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

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

   Limits of coverage shall not be less than:

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

   OR

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

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

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

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

5. **Umbrella Liability or Excess Liability.** Umbrella Liability of Excess Liability Insurance shall not be less than $1,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than $1,000,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

6. **Hangarkeeper's Legal Liability.** If stored aircraft are part of the Lessee's operations, Lessee shall agree to maintain Hangarkeeper's Legal Liability providing property damage to aircraft which are the property of others and in the care, custody, or control of the Lessee, but only while such aircraft are not in flight, in an amount not less than $10,000,000 any one aircraft, $15,000,000 any one occurrence.

7. **Additional Insured** Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

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

provided by Lessee shall be primary insurance for any event occurring on the Leased Premises or otherwise indemnified by Lessee, and provide that the Lessee's insurer shall not subrogate against the City or its insurer.

EXHIBIT D

REQUIRED FEDERAL PROVISIONS

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

1. **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit D, Section (A) in every contract, including

procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

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

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons

displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

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

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

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

E. General Civil Rights Provision. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. This provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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

G. Subcontracts. Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO KEVIN LEE ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOTS 11 & 12, SQUARE 21, ALEXANDERS ADDITION, AND THAT PORTION OF AN ALLEY REVOKED IN BOOK 1334/673, (NO SITUS) DICK TAYLOR ST., DISTRICT 4, OUACHITA PARISH, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 4, 2018, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

Lots 11 & 12, Square 21, Alexanders Addition
And that portion of an alley revoked in Book 1334/673
(No Situs) Dick Taylor St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #48140

was adjudicated to the City of Monroe, Louisiana for non-payment of 2017 Ad Valorem Taxes by Adjudication Deed dated and filed June 4, 2018, in Conveyance Book 2548 at page 904 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2017 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Glenda King Griffin;

WHEREAS, the City of Monroe has made efforts to contact Glenda King Griffin by registered mail and notification published in the News Star with no response;

WHEREAS, Kevin Lee wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual; and

WHEREAS, Kevin Lee has paid One Thousand Four Hundred Seventy-Five and 14/100 ($1,475.14) which includes Eight Hundred Thirteen and 14/100 ($813.14) in City and Parish taxes, the remainder being legal fees legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Glenda King Griffin with no response; the City of Monroe desires to sell to Kevin Lee the property described as follows:

Lots 11 & 12, Square 21, Alexanders Addition
And that portion of an alley revoked in Book 1334/673
(No Situs) Dick Taylor St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #48140

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

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

Notice published on the _____ day of July 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 the _____ day of August 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,219 (VIDEO BINGO TAX REDEDICATION) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,219 on May 28, 2024, which re-dedicated revenues received from the licensing and taxing of video bingo; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,219 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,219, which re-dedicated revenues received from the licensing and taxing of video bingo, is hereby repealed.

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 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 August ____, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,220 (SPECIAL TAX ELECTION) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,220 on June 11, 2024, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,220 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,220, which ordered and called for a special election within the City of Monroe to authorize the rededication, levy, and collection of a special tax therein, authorized application to the Louisiana State Bond Commission, and provided for other matters in connection therewith, is hereby repealed.

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 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 August ____, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

AN ORDINANCE REPEALING ORDINANCE NO. 12,225 (PURCHASING AND BIDDING PROCEDURES) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Council adopted Ordinance No. 12,225 on June 25, 2024, which established purchasing and bidding procedures for the City of Monroe; and

WHEREAS, the Monroe City Council desires to repeal Ordinance No. 12,225 in its entirety.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that Ordinance No. 12,225, which established purchasing and bidding procedures for the City of Monroe, is hereby repealed.

This Ordinance was introduced on July _____, 2024.

Notice published on July _____, 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 August ____, 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA **NO._____**
CITY OF MONROE

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO CHANDRA MELANCON ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 4, H L & J S ROSENHEIM'S RESUB. LOTS 11,12, 13, & 14, SQ. 6 ALEXANDERS ADDITION, OUACHITA PARISH, NO SITUS – JACKSON ST., DISTRICT 4, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 11, 2019, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

Lot 4, H L & J S Rosenheim's Resub. Lots 11, 12, 13 & 14, Square 6, Alexander's Addition
(No Situs) Jackson St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #19577

was adjudicated to the City of Monroe, Louisiana for non-payment of 2018 Ad Valorem Taxes by Adjudication Deed dated and filed June 11, 2019, in Conveyance Book 2584 at page 659 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2018 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Cletus E. Davis and Catherine Davis;

WHEREAS, the City of Monroe has made efforts to contact Cletus E. and Catherine Davis by registered mail and notification published in the News Star with no response;

WHEREAS, Chandra Melancon wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual;

WHEREAS, Chandra Melancon has paid Two Thousand Five Hundred Thirty-six and 82/100 ($2,536.82), which includes One Thousand Eight Hundred Seventy-four and 82/100 ($1,874.82) in City and Parish taxes, the remainder being legal fees legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Cletus E. and Catherine Davis with no response; the City of Monroe desires to sell to Chandra Melancon the property described as follows:

Lot 4, H L & J S Rosenheim's Resub. Lots 11, 12, 13 & 14, Square 6, Alexander's Addition
(No Situs) Jackson St.
Ouachita Parish, Monroe, Louisiana
District 4
Parcel #19577

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

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

Notice published on the _____ day of July 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 the _____ day of _____ 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO._____

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

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO TAKE CORPOREAL POSSESSION OF AND SELL TO CHANDRA MELANCON ALL RIGHTS, TITLE, AND INTEREST THAT THE CITY MAY HAVE ACQUIRED TO LOT 6, SQUARE 11, UNIT 6, HUMPHRIES AIRPORT ADDITION, OUACHITA PARISH, 3810 SEGREST MERCY ST., DISTRICT 3, MONROE, LA, BY ADJUDICATION AT TAX SALE DATED JUNE 12, 2019, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS the property described as follows, to-wit:

Lot 6, Square 11, Unit 6, Humphries Airport Addition
3810 Segrest Mercy St.
Ouachita Parish, Monroe, Louisiana
District 3
Parcel #45733

was adjudicated to the City of Monroe, Louisiana for non-payment of 2018 Ad Valorem Taxes by Adjudication Deed dated and filed June 12, 2019, in Conveyance Book 2585 at page 284 of the Records of Ouachita Parish, Louisiana and adjudicated to the City of Monroe, Louisiana. The 2018 Ad Valorem Taxes forming the basis for the described adjudication were validly assessed by the City of Monroe against Rosa M. Davis;

WHEREAS, the City of Monroe has made efforts to contact Rosa M. Davis by registered mail and notification published in the News Star with no response;

WHEREAS, Chandra Melancon wishes to purchase said property from the City of Monroe;

WHEREAS, pursuant to the provisions of La. R.S. 47:2238.1 *et seq.*, property adjudicated to the City of Monroe for more than five (5) years may be sold to a specific named individual who has paid all taxes and other costs associated with the transfer of the property by the City of Monroe to the named individual;

WHEREAS, Chandra Melancon has paid Five Thousand Seventy-eight and 11/100 ($5,078.11) which includes Two Thousand Eight Hundred Twenty-five and 65/100 ($2,825.65) in City and Parish taxes, the remainder being legal fees legal fees for the City of Monroe and the Parish of Ouachita, advertising costs, mailing cost, and filing and recordation of all documents necessary to accomplish the acquisition of the property and then transfer from the City to the new owner.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the hereinafter described property is no longer needed for public purposes; the City of Monroe has made efforts to contact Rosa M. Davis with no response; the City of Monroe desires to sell to Chandra Melancon the property described as follows:

Lot 6, Square 11, Unit 6, Humphries Airport Addition
3810 Segrest Mercy St.
Ouachita Parish, Monroe, Louisiana
District 3
Parcel #45733

BE IT FURTHER ORDAINED that a designated City representative is authorized to execute all documents necessary to effectuate said sale.

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

Notice published on the _____ day of July 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 the _____ day of _____ 2024.

_____
CHAIRPERSON

_____
CITY CLERK

_____
MAYOR'S APPROVAL

_____
MAYOR'S VETO