

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – MAY 28, 2024, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

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

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

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

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF MAY 14, 2024:
(PUBLIC COMMENTS)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
(Public Comment)
None.

VII: ACCEPTANCE OR REJECTION OF BIDS:

(Public Comment)

(a) Adopt a Resolution accepting the base bid of Don M. Barron Contractor, Inc. in the amount of \$308,511.25, for the Lakeside Drive Water Distribution System Improvements Project and authorizing a city representative to enter into and execute a contract for said work.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution recognizing the month of June as Juneteenth Celebration Month in the City of Monroe and further providing with respect thereto: (Woods)

(b) Adopt a Resolution granting an exception to the Open Container Ordinance to the Fleet Feet of Monroe for (The Big Run) at the Forsythe Park pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

(c) Adopt a Resolution granting an exception to the Open Container Ordinance to Reaper Boat Works LLC (Reaper Fest Music Festival) pursuant to Monroe City Code Sec. 12-231 D. (Open Container ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

None.

3. Department of Planning & Urban Development:

Public Comment:

None.

4. Legal Department:

Public Comment:

None.

5. Mayor's Office:

Public Comment:

None.

6. Department of Public Works:

Public Comment:

None.

7. Department of Community Affairs:

Public Comment:

None.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution approving Change Order No. One (1) for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project and further providing with respect thereto.

(b) Adopt a Resolution approving a Superseding Lighting Agreement between the Department of Transportation and Development and the City of Monroe for the Kansas Lane – Garrett Rd. Connector Project (H.007300) and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

(a) Introduce an Ordinance declaring a 2013 F-150 Crew Cab owned by the City as no longer necessary for public use, authorizing the same to be sold at private sale to the Town of Sterlington, and further providing with respect thereto. (Property Control)

(b) Introduce an Ordinance declaring certain property within Forsythe Park no longer necessary for public use, authorizing a lease between the City of Monroe and Northeast Louisiana Children's Museum, Inc., and further providing with respect thereto. (legal)

(c) Introduce an Ordinance Ordering and Calling a Special Election to be held in the City of Monroe, State of Louisiana, to authorize the rededication, levy and collection of a special tax

therein; making application to the Louisiana State Bond Commission and providing for other matters in connection therewith. (Admin.)

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

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

City Hall, Monroe, Louisiana
May 14, 2024
6:00 p.m.

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

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

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

There was absent: None.

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

The Invocation was led by Bishop Rodney McFarland (Council Elect) Greater Free Gift Baptist Church.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

Mr. Harvey had no announcements.

Ms. Woods said good evening and it's good to see everyone. She thanked Bishop McFarland for the beautiful prayer, and she noted he is the Senior Pastor of the Greater Free Gift Baptist Church in Monroe. She recognized the Council Elect for District 4, Bishop Rodney McFarland and the Council Elect for District 5, Minister Verbou Muhammad. She thanked Bishop McFarland and Minister Muhammad for coming to the City Council meeting this evening. On another note, she stated for those who know former Councilman Kenneth Wilson to keep him in your prayers. She said he had an incident on Sunday, and he was not hospitalized but he did have to go to the hospital. She said she thinks he is home resting and she said he had promised to come to the Council meeting this evening, but he is not here. She further stated to keep him and his family in prayer.

Mr. Marshall said good evening to everyone, and he welcomed the Council Elect and the wonderful Black Chamber leaders. He said the Black Chamber are doing some great things and he is sure they have some announcements for the City. He thanked everyone for coming out to the City Council meeting.

Mrs. Dawson said good evening to everyone, and she announced "Bike for Hope" on Saturday May 18th at 8:00 am. She said it will start at the BJ Washington Recreation Center and the stops will include the Emily P. Robinson, Henrietta Johnson, and Benoit Recreation Center ending at the Monroe Civic Center. She noted this is being put on by the Monroe Police Department. She said from 4 p.m. until 6 p.m. at the Boys and Girls Club "Popsicles with Policeman" in Honor of Peace Officer Memorial Day at Powell Recreation Center on May 15th. On another note, she stated for senior citizen month there will be something special for the senior this Thursday at the Benoit Recreation Center at 4 p.m. She further stated Assistant Chief of Police Mary Tellis is spearheading this for the seniors and she noted to keep Assistant Chief Tellis in prayer because she lost her nephew today.

Mayor Friday Ellis said good evening to everyone and the Council Elect. He thanked everyone for attending tonight's Council meeting. He announced the splash pad at the Louisiana Purchase Gardens and Zoo is now open and he said it's always a popular exhibit at the Zoo. He said on Police Week the City had the Wreath Laying Ceremony and he thanked all the officers who have served and continue to serve and have paid the ultimate sacrifice in the line duty. He said the City had a great ceremony to honor their lives and commitment and their families lives and commitment to the City of Monroe. On another note, the Mayor noted the City is celebrating the 100th anniversary of the Zoo on June 1st at 11 a.m. and he said to come out and join the City. He said there will be some rebranding surprises and you will get to see some of the things that the Zoo society have going on. He further noted to keep Assistant Chief of Police Mary Ann Tellis and her family in your prayers as they go through this time. He said Chief Tellis came a few months ago to talk about involving seniors in our community and how to get them involved in relationships with police officers. He said to not only build that relationship but to also honor them and work

with events in the community centers. He stated Chief Tellis is doing a great job pulling this together and when you see her, give her lots of love and appreciation for the work they are doing. He further noted this event was at the Zoo, and they had over 96 seniors registered for the event. He said there is a laundry list of events that are happening right now with our seniors and to be sure to attend those events. Lastly, the Mayor announced "Picnic in the Park" is part of the Funroe series through multiple parks to get our communities engaged again with parks through family activities and small business vendors. He said it will be at Forsythe Park on Thursday May 23, 2024, from 5:30 p.m. to 8:00 p.m. He said they usually have movies and local vendors and he said it has been wonderful to be able to put these on and meet the public who attend. He reiterated to please keep Chief Tellis in your prayers and he said she is a wonderful lady and a great addition to the community. He said please pray for her as her family goes through this time.

Mrs. Ezernack welcomed the Councilmen Elect to tonight's meeting and she said she is glad to see them in attendance. She noted she started off the year with what she felt like was her theme which is kindness, caring, and peace. She said we all know we can always be a little kinder, a little more caring, and promoted a lot more peace in our community, state, nation, and certainly in the world. On another note, she thanked the Monroe Police and she said this week honors them and she said we all know what they do for us putting their life on the line every day. She said she appreciates them and if you had to ever call them to your home or business you appreciate them as well. Lastly, she said she needs to read a Notice of Intent to Call Election for the record. She stated notice is hereby given in accordance with Section 19.1 of Title 42 of the Louisiana Revised Statutes of 1950, as amended, that the City Council acting as the governing authority (the "**Governing Authority**"), of the City of Monroe, State of Louisiana (the "**City**") at its regularly scheduled meeting on June 11, 2024, at its regular meeting place, City Hall, 400 Lea Joyner Expressway, Monroe, Louisiana, at 6:00 p.m., will discuss and consider adopting an ordinance ordering and calling an election, to renew, continue, and/or rededicate the existing and future revenues from the one percent (1%) sales and use tax (the "**Tax**") by: City Council of the City of Monroe, State of Louisiana for announcement and publication in the official journal.

Upon motion of Mrs. Dawson and seconded by Mrs. Ezernack, the minutes of the Legal and Regular session of April 23, 2024, were approved. (Mr. Harvey and Ms. Woods abstain. They were not present at the last meeting.) (There were no public comments.)

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved to consider an Application by Alyco, LLC dba Love's Travel Stop #806, 335 Hwy 594, Monroe LA 71203 for a New 2024 Class B Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved to consider an Application by James Goodin & Dan Keith dba Chukit Axe Games of Monroe, 1812 Tower Drive, Monroe LA 71203 for a New 2024 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been approved. (Distance Report Cleared, Cert. of Occupy Cleared) (There were no public comments.)

Department of Public Works:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8707 accepting the Base Bid of D & J Construction Company, LLC in the amount of \$325,600.00 and Alternate Bid No. 1 in the amount of \$8,000.00, for the Runway Intersection Rehabilitation Project and authorizing a city representative to enter into and execute a contract for said work. (There were no public comments.)

Upon motion of Mrs. Dawson, seconded by Mr. Harvey and unanimously approved Resolution No. 8708 accepting the RFQ response of Architecture Associates, APC to provide architectural and engineering services for the Transit Center Relocation Project and further providing with respect thereto. (There were no public comments.)

Ms. Woods stated she has been kind of out of the loop for a little bit and she wanted to have a little discussion about what is going on with this item. She noted the City has a RFQ (request for qualifications) with the new transit system center.

Mr. Marc Keenan, General Manager, noted the City is looking to put the new transit center at 600 DeSiard Street. He said it has been approved to purchase the land and the next step was to go out to bid for an architect and a designer.

Engineering Services:

Upon motion of Mr. Harvey, seconded by Mrs. Dawson and unanimously approved Resolution No. 8709 authorizing the City of Monroe to apply and provide matching funds for the Louisville Ave. & Washington St. Lamy Ln. Intersection and Sidewalk Project and further providing with respect thereto. (There were no public comments.)

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved to introduce an Ordinance re-dedicating revenues received from the licensing and taxing of video bingo operations and further providing with respect thereto. (Admin.)

Mr. Brandon Creekbaum, City Attorney, stated in the Council's packet was the Ordinance re-dedicating revenues received from the licensing and taxing of the video bingo operations. He said earlier today the City proposed a revision to the ordinance in the packet. He said in section 1 it says, "increases in salary" and "a payment of salary" in section 2. He further stated the revised ordinance now says in section 1 "increases in employee compensation" and in section 2 says "payment of employee compensation". He noted that change was in response and to clarify any confusion or misstatements related to what was being proposed. He said it was for potential employee compensation for all employees and not selected or a category of employees. He said they used a broader term to make clear that it was across the board and not for specific employees.

Mr. Rodney McFarland, 1017 Ouachita Avenue, wanted to clarify if this is an increase for all employees and what percentage.

Mr. Creekbaum said the Director of Administration can speak to the specific of any proposal, but this particular fund historically has not been able to be used for increases in compensation, salary, or wages. He stated the City is looking for ways to find packages to develop in union negotiations and other discussions with employees who are seeking increases in compensation and other areas. He said the City is trying to add as many tools to the tool belt for them to have options available when the time comes to increase compensation or when those negotiations are happening so they can respond to the needs of the employees. He further stated he doesn't think that this specific proposal is proposing any specific increase for any identifiable employee or select group of employees.

Mrs. Stacy Rowell, Director of Administration, noted this was originally written at a time when pension increases were kind of rising faster than what the City could keep up with. She said at the time the video bingo was coming into existence the former Director of Administration and the Administration decided this could be a reserve for when there might be some challenges in meeting those pension increases. She said that has been done in the past but now the City has kind of been able to manage those into the budget each year. She said the City is seeing this as an opportunity to possibly have this be a funding tool to maybe find some salary increases, wages increases, and compensation increases down the road. She said the City is always looking for pockets of money especially those that may be a recurring funding source. She said this one isn't much every year it's about \$300,000.00 a year, but every little bit that the City can put together to find some funding that gives those employees increases.

Mr. McFarland stated the only thing he is afraid of is that it will be a select few that will receive this increase. He wanted to know what is the minimum wage received in the City of Monroe.

Mrs. Rowell said she thinks right now the lowest is around \$10.00 an hour.

Mr. McFarland noted the City needs to try to get that up to at least \$14.00 an hour to be the lowest. He wanted to know how would the community know it will be fair across the board and it won't be a select few that will receive this increase.

Mr. Creekbaum noted typically compensation is most often discussed during union negotiations and the City right now are 5 separate unions. He said this particular pot of money has always excluded areas that have specific taxes already dedicated to it which a couple of the City's union do have taxes dedicated to them. He said for the broader ones these conversations happen at the

table are the result of mutual negotiations and typically have representatives from their national organizations. He noted it is a process the City goes through he thinks every two to three years with most unions and it's a product of arm length negotiations. He said everyone strives to get the best benefit of the bargain that they can get. He further noted having this tool in the tool belt especially when the City is having those discussions will be useful to the City in one of those ways they can do some of that give and take in the union negotiations that the City has become use too.

Mr. McFarland wanted to know when was the last time the City had an increase in minimum wage in the City of Monroe.

Mrs. Rowell stated \$10.00 is what the Council or the City has set as a minimum wage. She said as far as it being anything that sets it any higher she isn't aware of anything. She said \$10.00 is the lowest and that's actually probably just the City's part-time people and she said she believes everyone else right now are anywhere from \$11.00 or above as far as full-time employees.

Mr. McFarland wanted to know how he could receive the information of when was the last time minimum wage was raised, when the \$10.00 came into effect, and what year.

Mr. Creekbaum stated if that was a Council passed ordinance that would have been before his time. He further stated he can always get with the Council Clerk to research the information.

Mr. McFarland wanted to know how long Mr. Creekbaum has been with the City.

Mr. Creekbaum said he has been here five years.

Mr. McFarland stated that tells him that there is a dire need for an increase. He said if it is at \$10.00, and it has been \$10.00 for the last five plus years that is something he would like for the City to look at.

Mrs. Rowell noted this ordinance is a piece of trying to find that fund money and it desperately needs to be raised.

Mr. Creekbaum noted to reiterate Mrs. Rowell he thinks the minimum wage applies mostly to the part-time employees.

Mr. McFarland wanted to know if that is in writing anywhere about the wages and if someone can send it to him.

Mrs. Ezernack noted in the budget.

Mr. Harvey wanted clarification whether it would be in the Union Contact.

Mr. Creekbaum wanted to know in what form and if he is asking who is making what.

Mr. McFarland said yes.

Mr. Creekbaum said the City can get him that.

Mrs. Ezernack said it may be a good idea for Bishop McFarland to schedule an appointment with Mr. Creekbaum and Mrs. Rowell for them to shed a whole lot of light on that and get him some historical documentation. She said they will be able to share that with him and she thinks that would be very helpful. She noted Mr. Verbon Muhammad may wish to do that too.

Mr. McFarland stated he will definitely give them a call because tonight is just the first reading if that is correct.

Mrs. Ezernack noted this is not awarding anyone any money and it is a dedicated fund expanding that the City will be able to use for that purpose when the time arises.

Mr. McFarland stated the City may need to put some more teeth in this and what he is hearing from the City he is not satisfied. He said maybe when he sits down and have a conversation with the City and come back to the next Council meeting they can have more dialogue on this matter.

Ms. Woods said it is her understanding that the money the City gets from the video poker goes into two pots.

Mr. Creekbaum said that is correct.

Ms. Woods noted one is for employee benefits and the other one is for capital purchases. She wanted to know typically on the capital purchases what does that look like.

Mrs. Rowell stated in the past the City basically gathers up a list of needs garbage trucks usually took the "lion" share of it. She said garbage trucks, trash trucks, or any other type of equipment that might be needed. She said generally the City would put together a packet and the City would go out basically to borrow the money. She stated the City would buy a lot of equipment at one time and then pay that debt off and this is the magnesium that pays that debt which usually about a five year lease.

Ms. Woods said she heard Mrs. Rowell say typically about \$300,000.00 goes into the employee portion of it from the taxes and licensing. She wanted to know how much typically goes into the debt fund and if it is about the same.

Mr. Creekbaum stated it is split equally.

Mrs. Ezernack stated up until the last few years it hasn't been generating the amount of money if she remembers correctly and it has kind of increased over time.

Mrs. Rowell said it comes and goes especially with covid it went down as low as 200 something thousand a year. She said at one time when it was something new it was about \$400,000.00 a year but it settle around \$300,000.00 a year.

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

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

Upon motion of Mrs. Dawson, seconded by Mr. Marshall and unanimously approved Ordinance No. 12,218 approving a lease between the City of Monroe and Oakwell Commuter Rail LLC at the Monroe Regional Airport and further providing with respect thereto. (Airport) (There were no public comments.)

Ms. Woods noted she talked to Legal about this today but for the sake of those at home and those here in the audience she would like to shed some light on what the City is doing here and how the City could potentially benefit.

Mr. Brandon Creekbum, City Attorney, stated he gets the pleasure of speaking on behalf of Mr. Charles Butcher, Airport Director, who is not present tonight, but he was involved in these lease negotiations. He said the City is excited to announce, if this lease is approved by Council, will be to bring in an established and reputable group who are familiar Oakwell Commuter Rails. He said they are familiar with airports and the service industry. He said he thinks they service commuter rails, transportation centers, hotels, and also airports. He said they are currently in the Lafayette airport, but he is not sure if they are in any other Louisiana airports. He further stated the proposed lease is to open up or reopen the restaurant, bar, and the gift shop that is on the front side of the terminal, and they are going to press to have it open by the end of June or early July. He said on the secured side pass transportation where there historically has not been any options for food or service they have plans to build out a kiosk to service coffee, drinks, small food, and snacks. He said that is going to be a little later because there is some small build out they have to do, and he was told somewhere around August maybe a little bit into September. He noted it is a 7 year lease and the lease is one that is kind of familiar to airport concessions. He said it establishes a minimum annual guarantee, so the City is guaranteed a minimum revenue each year from the lease of the space and the City also get a percentage of the sales and he thinks it's 15% of alcohol and 8% of the food items sold. He said if that 15% and 8% exceeds the minimum annual guarantee the City will get that amount too.

Ms. Woods wanted to know what the minimum manual lease guarantee would be.

Mr. Creekbaum stated the minimum manual guarantee is \$20,000 a year.

Mrs. Ezernack said it would be nice to have those services back for people that are traveling or waiting on travelers to arrive as well. She said especially behind the security area.

Ms. Wood thanked the City for the work they put into this, and she said she knows the City has tried to have a number of restaurants. She thanked the City for going in and trying to solidify this and she said hopefully the next thing is to bring another airline to increase the traffic in the airport.

Citizen's Participation:

(1.) Mr. Rodney McFarland, 1017 Ouachita Avenue, thanked God for the opportunity to come before the Council and he said he came tonight because of the word in the community that some are uneasy about the new Council Elect. He stated he wanted the Council to rest assure that the Council elect are not coming on the Council to tear done the Council, the Mayor, the City, or stop projects. He said they are coming to represent the people of their district and to be a voice for the people. He further stated he wanted the Mayor to know all the ism that was stated about the color of his skin was not true. He noted they will work together, and he said he tells his congregation anything looks better together even if you have two teeth they look better together. He further noted they will work together as one for the betterment of this City. He said their districts will be well represented and he said he looks forward to July 1st to take office and to begin great work. He commended Mr. Marshall for everything he has done and is still doing. He stated he is a true gentlemen and he thanked Mr. Marshall for his service on the Monroe City Council. He further stated he is looking forward to sitting down with the Mayor to have a conversation.

(2.) Mr. Curtis S. Garth, 2300 Georgia Street, said he came to find out what is the status of a request he made to the City of Monroe and the Council on March 8, 2021. He said for you all that don't know the State of Louisiana has been blessed by the Lord God Almighty and himself. He said they made 60 trillion dollars, and they don't have a penny of it. He said it can be found on case number 992831 and the arbitration cases.

Mrs. Ezernack said she thinks to be able to find that status he would have to speak with Mr. Creekbaum, and she thinks he could call him or come to his office to discuss. She said she doesn't think the Council can answer that question for him tonight.

Mr. Garth asked to be treated with respect.

(3.) Ms. Kenya Roberson, 116 Greenwood Drive, stated she came on behalf of her organization BBOU (Black Business Owner United), and she said each year for the last five years they had an annual black expo as well as the Best of the Ark-La-Miss. She said God has truly shown up and shown out and she said normally they would have 20 to 30 vendors for the expo this year they have 100 vendors. She said with the Best of the Ark-La-Miss they normally have fifty categories but this year they have sixty-four categories. She stated they normally have an attendance anywhere between 250 to 300 but this year they have 420 people. She further stated God is good and she said it is her prayer that they get some help from the City to pump this up. She said it is this Friday and Saturday free to the public and all their money can be utilized with the vendors. She noted it is from 11 a.m. until 7 p.m. on Friday to allow people who are working to be able to get off and shop with the vendors. She further noted the gala is unfortunately sold out, but she wanted to make sure the City understands the impact that something to this magnitude has in the community. She said often times our organizations and businesses don't get the flowers they deserve, yeah you get money but it's hard. She said this may be the only opportunity that they are recognized. She said if you didn't get tickets to the gala or table certainly come to the expo Friday.

The being no further business to come before the council, the meeting was adjourned at 6:41 p.m., upon motion of Mr. Harvey and it was seconded by Mr. Marshall.

Mrs. Gretchen Ezernack
Chairman

Ms. Carolus S. Riley
Council Clerk

Ms. Ileana Murray
Staff Secretary

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

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION ACCEPTING THE BASE BID OF DON M. BARRON CONTRACTOR, INC. IN THE AMOUNT OF \$308,511.25, FOR THE LAKESIDE DRIVE WATER DISTRIBUTION SYSTEM IMPROVEMENTS PROJECT AND AUTHORIZING A CITY REPRESENTATIVE TO ENTER INTO AND EXECUTE A CONTRACT FOR SAID WORK.

WHEREAS, the City of Monroe solicited bids in accordance with the Louisiana Public Bid Law for the Lakeside Drive Water Distribution System Improvements Project, and Don M. Barron Contractor, Inc., was the lowest responsible and responsive bidder.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in its legal and regular session convened, that the base bid of Don M. Barron Contractor, Inc., in the amount of \$308,511.25 for the Lakeside Drive Water Distribution System Improvements Project, be and at the same is hereby accepted as the lowest responsible and responsive bid received;

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

BE IT FURTHER RESOLVED that an authorized city representative be and is authorized and empowered to execute a contract with Don M. Barron Contractor, Inc., on behalf of the City of Monroe for said services.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

Volkert, Inc.
114 Venable Lane
Monroe, LA 71203
318-388-1422
www.volkert.com



May 17, 2024

Mr. Morgan McCallister, P.E., City Engineer
City of Monroe
802 North 31st Street
Monroe, LA 71201

RE: City of Monroe
Lakeside Drive – Water Distribution System Improvements
Project No. 1180608

Dear Morgan:

We have carefully reviewed the bids received on May 15, 2024, for the above referenced project. Please find enclosed copies of the Summary of Bids and Bid Tabulation Sheet(s) for your review.

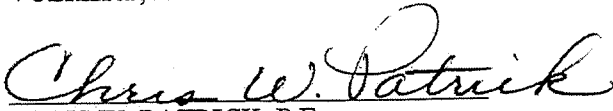
Based upon the bids received, Don M. Barron Contractor, Inc. of Farmerville, Louisiana, would be the low bidder with a base bid amount of \$308,511.25. This contractor is licensed to perform this work.

Please review the enclosed information and contact me with your decision for awarding a construction contract to this bidder.

Should you have any questions, please contact me at any time.

Sincerely,

VOLKERT, INC.


CHRIS W. PATRICK, P.E.

CWP/sah

Encls: As Stated

A Century of Integrity in Infrastructure

**SUMMARY OF BIDS
CITY OF MONROE
LAKESIDE DRIVE - WATER DISTRIBUTION SYSTEM IMPROVEMENTS**

Bid Date: May 15, 2024
Time: 2:00 P.M.

Place: City of Monroe
Monroe, LA
Project No.: 1180608

CONTRACTOR	CONTRACTORS LICENSE NO.	BASE BID
Don M. Barron Contractor, Inc. Farmerville, LA	3683	\$308,511.25
Ashton Construction, LLC Farmerville, LA	71825	\$338,676.09
Womack and Sons Construction Group, LLC Harrisonburg, LA	54928	\$424,431.00
Budds Construction of Haughton, LLC Haughton, LA	60276	\$489,515.90
JABAR Corporation Calhoun, LA	18427	NO BID

* - As Tendered on Bid Date

CERTIFIED CORRECT: 
CHRIS W. PATRICK, P.E.

BID TABULATION SHEET

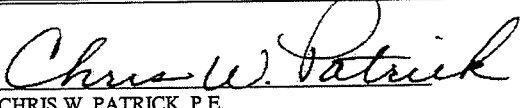
PROJECT: CITY OF MONROE
LAKESIDE DRIVE
WATER DISTRIBUTION SYSTEM IMPROVEMENTS

BID DATE: MAY 15, 2024

PROJECT NO. 1180608

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNITS	DON M. BARRON CONTRACTOR, INC.	ASHTON CONSTRUCTION, LLC	WOMACK AND SONS CONSTRUCTION GROUP, LLC	BUDDS CONSTRUCTION OF HAUGHTON, LLC
1.	Mobilization, Potholing, and Construction Layout	JOB L.S.	\$24,000.00 \$24,000.00	\$34,972.09 \$34,972.09	\$39,560.00 \$39,560.00	\$25,000.00 \$25,000.00
2.	8" DR11 HDPE (Open Cut)	6 L.F.	\$211.75 \$1,270.50	\$60.00 \$360.00	\$530.00 \$3,180.00	\$166.50 \$999.00
3.	8" DR11 HDPE (Jack & Bore)	137 L.F.	\$71.75 \$9,829.75	\$100.00 \$13,700.00	\$140.00 \$19,180.00	\$188.51 \$25,825.87
4.	8" DR11 HDPE (Directional Bore)	500 L.F.	\$85.25 \$42,625.00	\$110.00 \$55,000.00	\$140.00 \$70,000.00	\$132.30 \$66,150.00
5.	6" C900 DR25 PVC (Open Cut)	1,032 L.F.	\$52.75 \$54,438.00	\$60.00 \$61,920.00	\$53.00 \$54,696.00	\$191.85 \$197,989.20
6.	6" C900 DR25 PVC (Jack & Bore)	145 L.F.	\$53.00 \$7,685.00	\$65.00 \$9,425.00	\$120.00 \$17,400.00	\$187.20 \$27,144.00
7.	8" Gate Valve, Box & Concrete Pad	1 EA.	\$2,775.00 \$2,775.00	\$3,750.00 \$3,750.00	\$6,600.00 \$6,600.00	\$3,931.00 \$3,931.00
8.	6" Gate Valve, Box & Concrete Pad	4 EA.	\$2,000.00 \$8,000.00	\$2,500.00 \$10,000.00	\$4,000.00 \$16,000.00	\$2,398.50 \$9,594.00
9.	6" Tie-In	3 EA.	\$4,830.00 \$14,490.00	\$3,500.00 \$10,500.00	\$3,000.00 \$9,000.00	\$3,223.64 \$9,670.92
10.	1" Service Reconnection	16 EA.	\$1,225.00 \$19,600.00	\$800.00 \$12,800.00	\$1,250.00 \$20,000.00	\$840.44 \$13,447.04
11.	5/8" X 3/4" Service Reconnection	17 EA.	\$955.00 \$16,235.00	\$775.00 \$13,175.00	\$1,800.00 \$30,600.00	\$758.82 \$12,899.94
12.	1" PE Service Line	233 L.F.	\$16.00 \$3,728.00	\$18.00 \$4,194.00	\$30.00 \$6,990.00	\$31.41 \$7,318.53
13.	3/4" PE Service Line	390 L.F.	\$15.00 \$5,850.00	\$17.00 \$6,630.00	\$20.00 \$7,800.00	\$30.76 \$11,996.40
14.	Relocate Exist. Water Meter	9 EA.	\$1,010.00 \$9,090.00	\$1,000.00 \$9,000.00	\$1,700.00 \$15,300.00	\$500.00 \$4,500.00
15.	Remove and Relocate Existing Fire Hydrant W/ New 6" Gate Valve	1 EA.	\$5,520.00 \$5,520.00	\$5,000.00 \$5,000.00	\$10,600.00 \$10,600.00	\$3,500.00 \$3,500.00
16.	Misc. Demolition Items, Includes Removal of Gate Valves, Cutting and & Capping Exist. Lines W/ Thrust Blocking, Etc.	JOB L.S.	\$18,625.00 \$18,625.00	\$10,000.00 \$10,000.00	\$5,600.00 \$5,600.00	\$7,500.00 \$7,500.00
17.	Catch Basin Improvements	JOB L.S.	\$8,500.00 \$8,500.00	\$11,000.00 \$11,000.00	\$12,000.00 \$12,000.00	\$7,800.00 \$7,800.00
18.	Maintenance Gravel (If Needed)	75 C.Y.	\$150.00 \$11,250.00	\$40.00 \$3,000.00	\$111.00 \$8,325.00	\$60.00 \$4,500.00
19.	Asphalt Repair (If Needed)	75 S.Y.	\$110.00 \$8,250.00	\$300.00 \$22,500.00	\$280.00 \$21,000.00	\$150.00 \$11,250.00
20.	Concrete Repair (If Needed)	75 S.Y.	\$190.00 \$14,250.00	\$250.00 \$18,750.00	\$230.00 \$17,250.00	\$200.00 \$15,000.00

ITEM NO.	DESCRIPTION OF ITEM	QUANTITY AND UNITS	DON M. BARRON CONTRACTOR, INC.	ASHTON CONSTRUCTION, LLC	WOMACK AND SONS CONSTRUCTION GROUP, LLC	BUDDS CONSTRUCTION OF HAUGHTON, LLC
21.	Temporary Signs and Barricades	JOB	\$2,500.00	\$3,000.00	\$13,350.00	\$3,500.00
		L.S.	\$2,500.00	\$3,000.00	\$13,350.00	\$3,500.00
22.	Construction Allowance	JOB	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
		L.S.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BASE BID AS TENDERED BY ABOVE COST EXTENSIONS			\$308,511.25	\$338,676.09	\$424,431.00	\$489,515.90
TOTAL BASE BID AS TENDERED ON BID DATE			\$308,511.25	\$338,676.09	\$424,431.00	\$489,515.90

CERTIFIED CORRECT: 
 CHRIS W. PATRICK, P.E.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION RECOGNIZING THE MONTH OF JUNE AS JUNETEENTH CELEBRATION MONTH IN THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, Juneteenth commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19th;

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery, and is considered the Independence Day for African Americans in the United States;

WHEREAS, Juneteenth is an important holiday that deserves celebrating all month long to honor and celebrate the achievements and contributions African Americans have made and continue to make; and

WHEREAS, across our nation, parish, and city, the celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream.

NOW, THEREFORE BE IT RESOLVED, that the City of Monroe proclaims the month of June as "Juneteenth Celebration Month" in the City of Monroe to honor and celebrate the achievements and contributions African Americans have made and continue to make.

This Resolution having been submitted in writing, introduced, 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 March 2024.

CHAIRMAN

CITY CLERK

RESOLUTION

NO. _____

**STATE OF LOUISIANA
CITY OF MONROE**

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO THE FLEET FEET OF MONROE FOR (THE BIG RUN) AT THE FORYSTHE PARK PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Fleet Feet of Monroe applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a special event permit, "The Big Run", at the Forsythe Park adjacent to playground Thursday, June 6, 2024 from 6:15pm until 8:00pm for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Fleet Feet of Monroe, be and is hereby granted a permit for a special event, "The Big Run, at the Forsythe Park adjacent to the playground, Thursday, June 6, 2024 from 6:15pm until 8:00pm. The security is being coordinated through the Monroe Police Department for the route. This Resolution shall act as an exception only to the Open Container Ordinance for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

COUNCIL CHAIRMAN

CITY CLERK



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

May 22, 2024

To Whom It May Concern:

It is my understanding that Fleet Feet will be hosting a 5k running event, "The Big Run", on Thursday, June 6, 2024, from 6:15pm to 8:00pm. The event will be held at Forsythe Park located at 2300 Sycamore St., Monroe, Louisiana, 71201. Alcohol will be served at the event.

Fleet Feet will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

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

To: Chief Victor Zordan

From: Cpl. Kwasic Heckard

Re: Fleet Feet (Big Run 5K)

To whom this may concern,

Fleet Feet is hosting a 5K on Thursday, June 6, 2024, at Forsythe Park. The event will be from 6:15-8:00 p.m. It will be the same route as usual from Forsythe Park. There will not be any alcohol sold or consumed at this event. They're expecting 150-200 participants to be at this event. I will have traffic control in place for the event. They're requesting 3 off-duty officers to work at this event.

Respectfully submitted,
Cpl. Heckard



Carolus Riley

From: Kwasic Heckard
Sent: Monday, May 20, 2024 4:27 PM
To: Carolus Riley; Kimberly Essex; Lynda McMahan
Subject: Fleet Feet 5K Run Event
Attachments: Fleet Run Permit.pdf

Good afternoon,

This event will need a no objection letter generated, so they can apply for their ATC permit. This will also need to be placed on the city council's agenda for the open container exemption letter. Initially, when the permit was submitted, they forgot about the alcohol being consumed at the end of the event. I spoke with Brandon, and he said there was plenty of time to get on the agenda. Thanks in advance for all your help on this matter.



CITY OF MONROE



POLICE DEPARTMENT

*Cpl. Kwasic Heckard
Office: (318) 812-0386*

*Public-Media Relations
Cell: (318) 237-7217*

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO REAPER BOAT WORKS LLC (REAPER FEST MUSIC FESTIVAL) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, The Reaper Boat Works LLC applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Reaper Fest Music Festival" to be held at the Forsythe Boat Ramps, Saturday, June 22, 2024 from 12:00pm until 12:00am. There will be security for the purpose of obtaining an exception to the Open Container Ordinance for said event, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Reaper Boat Works LLC be and is hereby granted a permit for a special event, "Reaper Fest Music Festival" to be held at the Forsythe Boat Ramps, Saturday, June 22, 2024 from 12:00pm until 12:00am. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

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

AYES:

NAYS:

ABSENT:

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

CHAIRMAN

CITY CLERK

Golf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2024

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

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

PRODUCER Meadors Adams & Lee, Inc. 100 River Market Ave, Suite 300 Little Rock, AR 72201	CONTACT NAME: Christy Harris	
	PHONE (A/C, No, Ext): 501-372-5200	FAX (A/C, No):
E-MAIL ADDRESS: christy@ma-lee.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Fireman's Fund Insurance Company		21873
INSURER B: Axis Insurance Company		37273
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC. OTHER:		UST022072230 NAEP118508	6/21/2024	6/22/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES	\$ 100,000
						MEDICAL EXPENSE	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$:					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Liquor Liability		UST022072230	6/21/2024	6/22/2024		1,000,000

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

Evidence of Insurance Only

CERTIFICATE HOLDER Evidence of Insurance Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert V. Nuccio



FROM THE OFFICE OF
MAYOR FRIDAY ELLIS

April 16, 2024

To Whom It May Concern:

It is my understanding that Reaper Boat Works will be hosting an event, "Reaper Fest Concert", on Saturday, June 22, 2024, from 6:00pm to 12:00am. The event will be held at Forsythe Boat Ramp, located at 2111 Riverside Drive, Monroe, Louisiana, 71201. Alcohol will be served at the event.

Reaper Boat Works will apply for the required special event permit issued by the state. The City of Monroe has no objection to said activities.

Sincerely,

Friday Ellis
Mayor



POLICE DEPARTMENT
CHIEF VICTOR ZORDAN

P.O. Box 1581
700 Wood Street
Monroe, LA 71210-1581
office: 318-329-2600
fax: 318-329-2670

To: Chief Victor Zordan
From: Cpl. Kwasic Heckard
Re: Reaper Fest

Sir,

The city will be hosting Reaper Fest on Saturday, June 22, 2024. They plan on launching boats at Moon Lake at 10:00am. The float from Moon Lake to Forsythe Boat Dock will begin at 11:00am and end at 3:00 pm. There will be approximately 400 boats in the float this year at the event. The Reaper Fest Music Festival will begin after the float is completed in its entirety at 6:00pm. Alcohol will be sold and consumed at this event. They will need a no objection letter to get their ATC permit for the event. They will also need to be placed on the council's agenda for the open container and the closure of the park for the event. Forsythe Park will need to be closed to the public June 21st & 22nd to set up for the event. Our reserve unit along with OPSO Reserve & RPSO Reserve Unit will work at the event. They will hire 4 off-duty MPD Officers to work at the event also.

Respectfully submitted,
Cpl. Heckard

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 NORTH 6TH ST. IMPROVEMENTS (LOUISVILLE AVE. TO STUBBS AVE.) PROJECT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, Change Order No. 1 will decrease the contract amount for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) Project by \$78,113.60 and add 7 additional calendar days to the contract time; and

WHEREAS, Change Order No. 1 is attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened that Stacey Rowell, Director of Administration, be and is hereby authorized to execute Change Order No. 1 for the North 6th St. Improvements (Louisville Ave. to Stubbs Ave.) 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 May 2024.

CHAIRPERSON

CITY CLERK

CHANGE ORDER

No. 1

PROJECT: NORTH 6TH STREET IMPROVEMENTS
(LOUISVILLE AVE. - STUBBS AVE.)

DATE OF ISSUANCE: May 13, 2024

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

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

OWNERS Project No. N/A

ENGINEER: Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

CONTRACT FOR: North 6th Street Improvements

ENGINEER's Project No. 21E057.17(003)

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

Description: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction.

Purpose of Change Order: This change order is for as-built quantities as well as an added item for a MH 14'x9' that was added to the contract during construction to help promote positive drainage in an area with multiple conflicts as well as temporary striping for the pilot program and the removal of permanent striping.

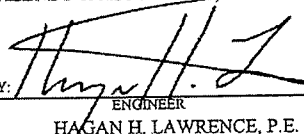
Attachments: Revised contract time.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$1,079,545.60	Original Contract Time: (days or date) 60 days
Previous Change Orders No. ___ to No. ___ \$0.00	Net change from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$1,079,545.60	Contract Time prior to this Change Order: (days or date) 60 days
Net Increase (Decrease) of this Change Order: (\$65,113.60)	Net Increase (Decrease) of this Change Order: (days) 7 Days
Contract Price with all approved Change Orders \$1,014,432.00	Contract Time with all approved Change Orders 67 days

RECOMMENDED
LAZENBY & ASSOCIATES, INC.

APPROVED
CITY OF MONROE

APPROVED
AMETHYST CONSTRUCTION, INC.

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

BY: _____
OWNER
STACEY ROWELL, DIR. OF ADMIN.

BY: _____
CONTRACTOR
BEN HOLDMAN, VICE PRESIDENT

ORIGINAL CONTRACT AMOUNT:
TOTAL OF PREVIOUS CHANGE ORDERS:
NET DECREASE (INCREASE) THIS CHANGE ORDER:
REVISED CONTRACT AMOUNT:

\$1,079,545.60
\$0.00
(\$65,113.60)
\$1,014,432.00

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING A SUPERSEDING LIGHTING AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT AND THE CITY OF MONROE FOR THE KANSAS LANE – GARRETT RD CONNECTOR PROJECT (H.007300) AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the City of Monroe and the Louisiana Department of Transportation and Development entered into an agreement in February 2017 for the Kansas Lane - Garrett Rd Connector Project; and

WHEREAS, to cooperate in the financing and delivery of the project, the City of Monroe and the Department of Transportation and Development desire to enter into a superseding Lighting Agreement, which is attached hereto and made part hereof, to revise the February 2017 agreement for the Kansas Lane - Garrett Rd Connector Project with updated, governing administrative details.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that Stacey Rowell, be and is hereby authorized to execute the Lighting Agreement (Superseding) for State Project No. H.007300 Kansas Lane - Garrett Rd Connector between the City of Monroe and the Louisiana 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 May 2024.

CHAIRPERSON

CITY CLERK



Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
ph: 225-379-1200 | fx: 225-379-1851

Jeff Landry, Governor
Joe Donahue, Secretary

March 25, 2024

Mr. Arthur Holland, Interim City Engineer
City of Monroe
P.O. Box 123
Monroe, LA 71201

RE: **Superseding Lighting Agreement**
State Project No. H.007300
F.A.P. No. H007300
Kansas Lane-Garrett Road Connector and I-20 Improvements
Ouachita Parish

Dear Mr. Holland:

Transmitted herewith is one (1) pdf. Agreement between the Department of Transportation and Development (DOTD), and the City of Monroe.

We have 2 options for submitting signed agreements:

1. You may print 2 copies of the agreement have all documents signed in the appropriate places. After all required signatures have been obtained the signed documents may be mailed to: **DOTD, Attention: Halie Belin, P.O. Box 94245, Room 405HH, Baton Rouge, LA 70804-9245, undated.**
2. Or, you may DocuSign the agreement, and email it to: halie.belin2@la.gov. Please make sure to include the current resolution with the DocuSigned agreement.

The documents will be dated following its execution by the Department, and one signed original agreement will be returned to you for your files.

If you have any questions or comments, please contact **Halie Belin** at (225) 379-1891 or email at halie.belin2@la.gov.

To satisfy our legal requirements, please furnish us with a current Original Resolution authorizing the signatory party to execute these documents on behalf of the City of Monroe and return with the signed documents.

Sincerely,

DocuSigned by:
TONYA LACHELLE ROBERTSON
2A0C948DDB0049F...
Tonya Robertson
Contract/Grants Reviewer Manager

TR: hb
Attachments
pc: Ms. Catherine Mastin

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**LIGHTING AGREEMENT (SUPERSEDING)
STATE PROJECT NO. H.007300
FEDERAL AID PROJECT NO. H007300
KANSAS LANE-GARRETT ROAD CONNECTOR AND I-20 IMPROVEMENTS
OUACHITA PARISH**

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20___, by and between the **Louisiana Department of Transportation and Development**, through its Secretary, hereinafter referred to as **DOTD**, and **City of Monroe**, a political subdivision of the State of Louisiana, hereinafter referred to as **Entity**.

WITNESSETH That:

WHEREAS, DOTD proposes to construct and install a roadway lighting system along I-20 from US 165 to E of Garrett Road and along Garrett Road, Millhaven Road (LA 594), and Kansas Lane within the project limits (hereinafter, sometimes referred to as the "Project"), provided that, upon completion of the system, Entity will assume ownership and all liability and responsibility for said system, including all future maintenance and operation costs thereof; and

WHEREAS, the Entity is agreeable to the installation of the roadway lighting system; and

WHEREAS, after the construction contract is complete, Entity agrees to assume ownership and all liability and responsibility for said system, including, but not limited to, all maintenance and operation and the costs thereof, to include, but not be limited to, repair, replacement and energy costs, in accordance with the provisions set forth hereinafter; and

WHEREAS, the parties agree that upon the final approval of this agreement, it will supersede the Lighting Agreement dated February 15, 2017, for this project in its entirety; and

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

Revised 12/15/2020

ARTICLE I: PROJECT IDENTIFICATION

The recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this project as follows: **State Project No. H.007300** and **Federal Project No. H007300**.

ARTICLE II: SCOPE OF SERVICES

DOTD shall, at its expense, prepare complete plans and specifications for the proposed Project within the limits established in the above preamble. DOTD will construct, install and supervise the construction and/or installation of the Project.

The goal of the Project is to construct a highway lighting system at the above specified location that meets the objectives, deliverables and performance measures as determined and dictated by the Project plans and specifications for State Project No. H.007300 and Federal Aid Project No. H007300, which are incorporated herein by reference.

ARTICLE III: FUNDING/PAYMENT

The DOTD agrees to pay 100% of the construction cost of the Project.

ARTICLE IV: PRECONSTRUCTION OBLIGATIONS OF ENTITY

Prior to the construction and installation of the lighting system, Entity shall submit to DOTD for approval a copy of its Operational Plan which covers managing, financing, inspecting, and repairing the system, all as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING, AND MAINTAINING HIGHWAY LIGHTING SYSTEMS". Entity shall provide DOTD with documentation of the utility services account in Entity's name.

No later than thirty (30) days prior to advertisement of the Project, Entity shall obtain the necessary permit from DOTD for the lighting system. In the event of a conflict between the provisions of this Agreement and said permit for purposes of maintenance, operation and repair of the lighting system subsequent to the transfer of ownership, the provisions of the permit shall control.

ARTICLE V: FINAL ACCEPTANCE AND TRANSFER

The DOTD shall be responsible for making the final inspection and Final Acceptance of the project. Before making final inspection, DOTD shall give Entity a minimum of two (2) weeks notification, so that Entity may have representatives present to participate in the final inspection. DOTD shall provide Entity with a copy of the Final Acceptance letter. Entity shall record the Final

Acceptance letter in the conveyance records of the Parish of Ouachita, and shall provide a certified copy of said recordation to DOTD project manager. Entity shall record this Agreement and provide a certified copy of said recordation to the DOTD permit section at the time of permit application.

Upon completion and Final Acceptance of the lighting system by DOTD, Entity will immediately assume ownership of the lighting system and shall be responsible for all maintenance, operation and repair of the lighting system at Entity's sole expense for as long as the right-of-way upon which the project is located remains in the State Highway System, including, but not limited to, the energizing of the system and the repair and/or replacement of any elements of the system which may malfunction or become damaged.

Entity hereby takes notice that upon issuance of the Final Acceptance the one (1) year warranty period begins, and in order to maintain the viability of said warranty, all work performed during the warranty period should be one performed by the construction contractor.

Entity agrees that, at any time after Final Acceptance, Entity shall be responsible for marking the field location and depth of all underground conduits and components of the lighting system within DOTD's right of way within forty-eight (48) hours, excluding weekends and holidays, of receiving written request for same from DOTD.

The party constructing the system shall provide the other party with a copy of the as-built plans indicating the location and depth of the lighting system's underground conduits and components.

ARTICLE VI: AMENDMENTS/MODIFICATIONS

This Agreement may be amended or modified at any time by mutual consent of the parties, provided, however, that any modification, amendment, alteration, variation, or waiver of any provision(s) of this Agreement shall be valid only when it has been reduced to writing and executed by all parties.

Any permit required by this Agreement may be modified as provided by law.

ARTICLE VII: TERM

This Agreement shall commence on the date first written above and shall remain in effect until all the work has been completed and accepted, all payments required to be made have been made, and all obligations and conditions contained herein have been satisfied.

ARTICLE VIII: TERMINATION

This Agreement may be terminated under any of the following conditions:

1. By mutual written agreement and consent of the parties hereto; or
2. By DOTD by giving thirty (30) days written notice to Entity; or
3. By Entity should it desire to cancel the Project prior to the advertisement thereof, provided any federal/state costs that have been incurred for the development of the project shall be repaid by Entity.

ARTICLE IX: NONASSIGNABILITY

Neither DOTD nor Entity shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party.

ARTICLE X: RECORD KEEPING/AUDITS

The parties will maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Agreement. All such records shall be maintained by the parties for a period of five (5) years following completion and Final Acceptance of the Project.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the parties that relate to this Agreement. The parties shall be audited in accordance with La. R.S. 24:513, as applicable.

ARTICLE XI: INDEMNIFICATION/NO THIRD PARTY BENEFICIARY

Entity shall indemnify and save harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement or in connection with the services required or performed by Entity or resulting from the ownership, possession or control of the Project.

DOTD shall indemnify and save harmless Entity against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of DOTD, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by DOTD or Entity herein or to authorize any third person to have any action against DOTD or Entity arising out of this Agreement.

ARTICLE XII: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIII: LEGAL COMPLIANCE

The parties shall comply with all federal, state, and local laws, regulations, and ordinances, including specifically, but not limited to, the Louisiana Code of Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XIV: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

ARTICLE XV: FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the 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 the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE XVI: SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

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

CITY OF MONROE

BY: _____

Typed or Printed Name

Title

Taxpayer Identification Number

Unique Entity ID Number (SAM)

20.205

Assistance Living Number (ALN)

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE DECLARING A 2013 F-150 CREW CAB OWNED BY THE CITY AS NO LONGER NECESSARY FOR PUBLIC USE, AUTHORIZING THE SAME TO BE SOLD AT PRIVATE SALE TO THE TOWN OF STERLINGTON, AND FURTHER PROVIDING WITH RESPECT THERETO.

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

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

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

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

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

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

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

Notice published on the _____ day of May, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

**AN ORDINANCE DECLARING CERTAIN PROPERTY WITHING FORSYTHE PARK
NO LONGER NECESSARY FOR PUBLIC USE, AUTHORIZING A LEASE BETWEEN
THE CITY OF MONROE AND NORTHEAST LOUISIANA CHILDREN'S MUSEUM,
INC., AND FURTHER PROVIDING WITH RESPECT THERETO.**

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

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

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

WHEREAS, the Children's Museum desires to lease the site for the purpose of constructing and establishing a new Children's Museum to continue to serve the public and citizens;

WHEREAS, by Resolution No. 8466, the City and Children's Museum entered into a Cooperative Endeavor Agreement to facilitate the relocation and lease;

WHEREAS, the lease agreement between the City of Monroe and the Children's Museum is attached hereto an made part hereof; and

WHEREAS, the site of the proposed Children's Museum is no longer necessary for public use, and the proposed lease is fair and reasonable and in the best interest of the City.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the City Council does hereby declare that the following property is no longer necessary or needed for public use:

A certain tract or parcel of land situated in Section 41, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at found ¾" iron pipe at the northeast corner of Block '3' of F.G. Hudson's Riverside Addition, as per plat recorded in Conveyance Book 52, Page 590 of the records of Ouachita Parish, Louisiana; proceed North 03°25'34" West, a distance of 834.75 feet to a set cotton spindle and the POINT OF BEGINNING; thence proceed North 37°11'44" West, a distance of 278.52 feet to a set cotton spindle; thence proceed North 52° 48'16" East, a distance of 259.30 feet to a set cotton spindle; thence proceed South 37°11' 44" East, a distance of 278.52 feet to a set cotton spindle; thence proceed South 52° 48'16" West, a distance of 259.30 feet to the POINT OF BEGINNING, containing 1.658 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/ or of use.

BE IT FURTHER ORDAINED that Mayor Friday Ellis be and is hereby authorized and empowered, on behalf of the City of Monroe, Louisiana, to enter into a lease agreement with the Northeast Louisiana Children's Museum for the property; and

BE IT FURTHER ORDAINED that under the provisions of Louisiana Revised Statute

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

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

Notice published on the _____ day of May, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

GROUND LEASE AGREEMENT

between

THE CITY OF MONROE, LOUISIANA

and

NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC.

Dated as of June ___, 2024

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**GROUND LEASE AGREEMENT
NORTHEAST LOUISIANA CHILDREN'S MUSEUM**

THIS GROUND LEASE AGREEMENT is made and entered into this ___ day of ___, 2024 (the "Effective Date"), and is by and between the **CITY OF MONROE, LOUISIANA** ("City"), a Louisiana political subdivision operating under Home Rule Charter, and **NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC.**, ("Museum" or "Lessee" and together with City the "Parties" and each a "Party") a non-profit corporation organized and existing under Louisiana law.

RECITALS

WHEREAS, the City owns and operates a public park known as Forsythe Park;

WHEREAS, there is available space at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

WHEREAS, the City entered into a Cooperative Endeavor Agreement ("CEA") with Northeast Louisiana Children's Museum, Inc., dated March 3, 2023 (Res. No. 8466), and attached hereto at Exhibit D, to establish and construct a new Children's Museum that will provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

WHEREAS, the City has an obligation to serve the needs and interests of the City's children by providing educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

WHEREAS, the City is desirous of leasing to Northeast Louisiana Children's Museum, Inc. and Northeast Louisiana Children's Museum, Inc. is desirous of leasing from the City, upon the terms and conditions herein contained, the Leased Premises so that Northeast Louisiana Children's Museum, Inc. can construct and operate a new Children's Museum; and

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

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

Applicable Laws means all laws, statutes, ordinances, rules, and regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the City, as any of the same may now exist or may

hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof.

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

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

City's Representative means the person designated by the City pursuant to Article 3 to act as its representative with respect to oversight of the design and construction of the Project.

Construction Documents means the approved drawings, plans, specifications and other documents for any Project.

Cooperative Endeavor Agreement means the agreement executed between the City and Northeast Louisiana Children's Museum, Inc. on March 3, 2023 attached hereto as Exhibit D, outlining the respective roles and obligations of the parties.

Date of Beneficial Occupancy means the date agreed to by both City and Lessee but no later than thirty (30) days after the later of (a) the issuance of a Certificate of Occupancy for the Project or (b) Substantial Completion of the Project.

Design Review Process means the design review process for approval of the plans and specifications for the Project set forth in Section 3.

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

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

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

Event of Default means each of the events defined in Article 9 of this Lease.

Facility means the initial building, its appurtenances, and other permanent improvements to be constructed by Lessee on the Leased Premises.

Governmental Authority means any Federal, State, parish, municipal or other governmental entity (including the City in its governmental capacity), or any subdivision thereof, with authority over the Leased Premises.

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

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

Leased Premises means the Property described in Exhibit A.

Lessee means Northeast Louisiana Children's Museum, Inc., a non-profit corporation organized and existing under Louisiana law.

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

Lessee's Representative means the person designated by Lessee pursuant to Article 3 to act as its representative with respect to oversight of the design and construction of the Project.

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

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

Project means Facility, and related improvements, to be constructed by Lessee in accordance with Article 3, generally described as follows: a new Children’s Museum and other infrastructure improvements and enhancements appurtenant to the Facility and its operations meeting the specifications set forth in the Construction Documents.

Project Plans means the approved plans and specifications for the Project, developed in accordance with the Design Review process set forth in Article 3.

Projected Delivery Date has the meaning set forth in Article 3.

Rent Commencement Date means the Effective Date.

State means the State of Louisiana.

Substantial Completion shall mean the date on which City certifies any improvements on the Leased Premises to be substantially complete as to permit use and occupancy by Lessee or another Person and may be evidenced by the issuance of a Certificate of Occupancy.

Term shall mean the period of time during which Lessee’s activities on Leased Premises shall be governed by this Lease, as defined in Article 4 hereof.

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

1.2 Interpretation.

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

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

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

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

(e) Where the approval of the City is required under this Lease, the written approval of the Mayor or his designee or other such person acting at the direction of the City Council of the City of Monroe (“Council”) (including by delegation of authority in this Lease) in such position shall be required to evidence such approval.

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

EXHIBIT A	SURVEY AND LEGAL DESCRIPTION
EXHIBIT B	RENT SCHEDULE
EXHIBIT C	INSURANCE REQUIREMENTS
EXHIBIT D	COOPERATIVE ENDEAVOR AGREEMENT

ARTICLE 2 LEASED PREMISES

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

2.2 **Site Plan.** No later than thirty (30) days after the Effective Date, Lessee shall submit to the City an initial site plan of the Leased Premises and a depiction of the Facility, which is subject to modification by mutual consent and written agreement of the Parties as set forth in Article 3.

2.3 **Warranties; Condition Exemption for City.** Lessee agrees that the delivery of the Leased Premises to Lessee by the City on the Effective Date will be treated by Lessee with respect to the City as being for all purposes in "AS IS" condition and the City will not be deemed to have made any warranties or representations, express or implied, to Lessee regarding the Leased Premises except as expressly provided hereunder.

2.4 **Title.** Title to the Leased Premises is held by the City. Title to the Facility or any Additional Facilities will be held by Lessee until the date this Lease terminates, unless the City expressly declines, in writing, to accept title to the Facility and/or Additional Facilities. If necessary, and provided City is not in default hereunder, Lessee shall execute any documents necessary to transfer title to the Facility and/or Additional Facilities after termination of the Lease to the City.

ARTICLE 3 CONSTRUCTION OF IMPROVEMENTS

3.1 **Utility Construction.** To the extent not already existing, Lessee is solely responsible for bringing water and sanitary sewer service to the perimeter of the Leased Premises. Utility service capacities shall be equal to the existing service levels located within a reasonable distance of the Leased Premises. The Parties will use good faith and reasonable efforts to agree in writing on the location of any tie-ins. The City shall not bear any costs, expenses, or responsibility for providing utility service capacities or relocating any existing utilities, fiber optic lines, or cable lines that traverse the Leased Premises and conflict with proposed improvements.

3.2 Construction Obligations of Lessee.

(a) Subject to and in accordance with the provisions of this Article, Lessee shall design, construct and install the Project. Construction must be completed in accordance with the estimated date of substantial completion and construction schedule submitted to the City. Construction of the Facility must commence no later than twelve (12) months after the date of execution of the Lease and construction must be completed in accordance with the estimated date of substantial completion and construction schedule submitted to the City.

(b) Lessee shall expend no less than Four Million Dollars (\$4,000,000.00) (the "Minimum Investment Amount") on the design, construction and furnishing of the Project, and shall provide invoices and other proof of expenditure to the City to demonstrate the amounts expended.

(c) Lessee will be solely responsible for obtaining all necessary permits from all applicable Governmental Authorities and quasi-governmental entities having jurisdiction for development of the Project. The Lessee has estimated that the Project will be Substantially Complete by January 1, 2026 (the "Projected Delivery Date"); however, Lessee shall use reasonable efforts (utilizing ordinary and customary construction practices) to cause the Project to be Substantially Complete as much in advance of the Projected Delivery Date as is reasonably practicable. The City agrees to reasonably cooperate with such efforts.

3.3 Design Review Process.

(a) All plans and specifications relating to the Project shall be prepared by (or on behalf of) Lessee at its sole cost and expense and approved by the City in accordance with the "Design Review Process" described in this Section 3.3. The Project shall be designed and constructed in accordance with the Project Plans approved through the Design Review Process set forth in this Section 3.3.

(b) Lessee shall comply with all established City processes and procedures, including submitting applications through the City's online portal, for the construction of new buildings or improvements, including submitting any required applications, site plans, surveys, grading and drainage plans, utility plans, paving plans, site detail sheets, erosion control plans, landscape plans, profile sheets, geotechnical reports, drainage statements, projects plans and specifications, building plans and any other required documentation necessary for the City to assess the proposed development. Approved submissions shall constitute the "Project Plans" for the Project. Lessee shall be solely responsible for obtaining all required building permits and approvals, and if Lessee is required to seek any variances or changes in zoning, Lessee shall be solely responsible for seeking the necessary approvals.

(c) Lessee shall submit a copy of all proposed plans and submissions to the City Representative and through the City's online application portal. The City retains the reasonable authority to approve or reject plans for the construction of improvements on the premises. The City also retains the reasonable right to approve the design and aesthetic features of the Project as

necessary to achieve uniformity with the features and structures existing in Forsythe Park and compliance with any generally applicable guidelines for historic districts.

(d) Lessee shall be solely responsible for obtaining all required approvals and permits from Governmental Authorities, including applicable state and federal agencies, for the Project.

3.4 Construction Commencement. Construction of the Facility shall commence no later than twelve (12) months after the Effective Date of this Lease. Lessee may request an extension of the commencement date(s), but any such request may only be approved by the Mayor of the City of Monroe. To request an extension, Lessee must submit a written request to the Mayor no later than sixty (60) days prior to the deadline to commence construction that (a) outlines the reasons for the requested extension and (b) provides a revised construction schedule. The Mayor shall submit a response to the request no later than fifteen (15) days after the request is received.

3.5 Construction Schedule. Lessee shall provide to the City a detailed schedule for construction of the Project, including the estimated date of substantial completion.

3.6 Extensions.

(a) Lessee may request an extension of the deadlines set forth in this Section.

(b) To request an extension of a deadline or deadlines, Lessee shall submit a written request for extension to the City's Representative setting forth the reasons for the extension and the proposed new deadline for compliance.

(c) The City shall review the request within ten (10) business days of receipt of the request. The City's decision to grant or deny the requested extension shall be communicated to Lessee in writing.

(d) The City shall grant the request for extension if there is good cause for the extension, and which decision shall not be unreasonably withheld, denied, or extended. The City's determination as to whether good cause exists for the extension shall be final.

(e) Any request for extension in the deadlines for Construction Commencement may only be approved by the Mayor of the City of Monroe.

3.7 Construction Permits. Lessee shall obtain permits or other approvals required by Applicable Law prior to commencing construction.

3.8 Builder's Risk Insurance. In connection with any construction, Lessee shall maintain in full force and effect a builder's completed value risk policy ("Builder's Risk Policy") of insurance in a nonreporting form insuring against all "Special Form" risk of physical loss or damage to the improvements, including but not limited to, risk of loss from fire and other hazards, flood, collapse, transit coverage, vandalism, malicious mischief, and theft. The Builder's Risk Policy shall include endorsements providing coverage for building materials and supplies and temporary premises. The Builder's Risk Policy shall be in the amount of the full replacement value

of the improvements and shall contain a deductible amount acceptable to City. City shall be named as an additional insured. The Builder's Risk Policy shall include an endorsement permitting initial occupancy.

3.9 Construction of Project. At such time as the Project Plans for the Project have been approved in writing by both City and Lessee and all applicable approvals and permits obtained, the Lessee will cause the Project to be constructed or installed on the Leased Premises in a good and workmanlike manner using only new materials and according to the approved Project Plans for the Project and all Applicable Laws.

3.10 Temporary Construction Allowance. Upon approval of the City of the precise location(s), Lessee shall have the right to use immediately adjacent to the Leased Premises during construction for purposes related to construction and to control access to the site. Such use shall not interfere with ordinary operations of Forsythe Park.

3.11 Change Orders.

(a) During construction of the Project, the Lessee will cause copies of all requests for change orders (amending the Project Plans and/or construction schedule) that materially or substantially affect the construction of the building, including its design and aesthetic features, to be delivered to the City's Representative. Within five (5) Business Days after receipt of any such request, the City will either approve or disapprove such request. The City agrees that it shall not unreasonably withhold or delay its consent to any change order request and will not deny consent to any change order unless the change order significantly alters or affects the approved Project Plans. In the event the City fails to approve or disapprove any change order within the five (5) Business Day period provided for in this Section, such change order shall be deemed approved.

(b) In the event that the City disapproves any change order proposed or prepared by the Lessee, the Lessee shall review the City's objections thereto and if the Lessee agrees with the City's objections, may disapprove the request for the change order. If the Lessee determines that the request for the change order is appropriate, the Lessee may, in its sole discretion, approve the change order. If the City continues to object to the Lessee's approval of the change order, then within ten (10) Business Days of the Lessee's approval thereof, the City shall give the Lessee notice (the "Disapproval Notice"). The City may initiate a dispute resolution process with Lessee's Representative and City's Representative to determine the reasonableness of the Lessee's approval of such change order. In addition to other factors which might bear on the reasonableness of the Lessee's approval of any change order request, the Lessee shall be considered to be acting reasonably in approving such request to the extent such change order is determined to be a reasonable response to unforeseen or latent site conditions, unusual weather, or inaccuracies in the design work, plans or other Project Plans, or which is reasonably necessary. Further, the reasonableness of the Lessee's approval in any such dispute resolution proceeding shall be considered in the context of the entire Project, specifically including consideration of any reduction or increase in Project costs attributable to the Lessee's approval of change orders.

3.12 Delivery of Possession. The City shall be given reasonable advance notice of, and shall have the right to participate in, all work performed for the purpose of establishing Substantial

Completion of the Project. Promptly following the Substantial Completion of each stage of the Project, the Lessee shall evidence such completion by furnishing the City with a completion certificate signed by Lessee's Representative (i) certifying that the Project or Facility, as the case may be, has been substantially completed in accordance with the Project Plans, as modified by any approved change orders, and with respect to the Facility or any Additional Facilities, (ii) identifying the square footage of the floor area of the Facility and the Leased Premises, and (iii) a copy of the Certificate of Occupancy obtained for the Facility.

3.13 Punch List. The Lessee's obtaining a Certificate of Occupancy will be conclusive evidence that the Leased Premises were in good order and satisfactory condition on date the Certificate of Occupancy was obtained, and that the Project was satisfactorily completed when Lessee took possession, except as to items requiring repair or completion identified on a punch list prepared and signed by City's Representative and Lessee's Representative after an inspection of the Leased Premises by both such parties made within fifteen (15) days of the City's receipt of the Certificate of Occupancy and except as to any Warranty Work, as defined below. Lessee will repair or complete all items set forth on such punch list with reasonable promptness. City will not be responsible for any items of damage caused by Lessee or any Lessee Party. Lessee covenants to repair or replace, at Lessee's expense and as "Warranty Work," any defective item of the Project of which the City notifies Lessee within one year after the Certificate of Occupancy and that requires repair or replacement as a result of (i) any failure to construct the Project in material compliance with the Construction Documents; or (ii) any defective materials or workmanship. No promises to construct, alter, remodel or improve the Leased Premises have been made by City to Lessee other than as stated herein.

3.14 Representatives. The City appoints the City Engineer as "City's Representative" to act for City in all matters covered by this Article. Lessee shall appoint and notify the City of a single employee of Lessee as "Lessee's Representative" within thirty (30) days after the Effective Date to act for Lessee in all matters covered by this Article. The City and Lessee hereby represent and warrant to each other that the City's Representative and Lessee's Representative are each authorized to act on behalf of the City and Lessee, respectively, for all matters described in this Article 3. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Article will be made to City's Representative or Lessee's Representative, as the case may be. Lessee will not make any inquiries of or requests, and will not give any instructions or authorizations, to any other employee or agent of City with regard to matters covered by this Article. Either Party may change its representative at any time by three (3) days' prior written notice to the other Party.

City's Representative and Lessee's Representative shall meet no less than once each month, and more frequently if necessary, during the design and construction of the Project to review the status of the design and construction of the Project. The City and Lessee shall each make available such personnel, consultants, experts, and contractors as may be necessary or desirable to review the status of the Project and any open issues. All disagreements on behalf of either the City or Lessee with respect to any aspect of the design or construction of the Project, including without limitation the approval of change orders, shall first be referred to the City's Representative and Lessee's Representative for resolution. The two representatives shall meet and seek, in good faith, to resolve any differences arising with respect to the Project. If the City's Representative and

Lessee's Representative are unable, in a period of five (5) Business Days, to resolve any disputed matters, each shall prepare a written summary of the issues and the differences between the parties and submit such summaries to a senior representative of the City and of Lessee (the "Senior Representatives") designated by the respective chief executive officers of the City and Lessee. Such Senior Representatives shall seek, in good faith, to resolve such disputed issues. Both the City and Lessee shall make available to such Senior Representatives such resources as may be reasonably necessary for such Senior Representatives to seek to resolve any such dispute. If after ten (10) Business Days the Senior Representatives are not able to resolve such dispute, then the parties may resort to any other right or remedy that may be available to them under Applicable Law.

ARTICLE 4 TERM

4.1 Term. This Lease shall begin on the Effective Date and shall terminate at midnight on the last day of the month that is fifty (50) years from the Effective Date, unless terminated sooner in accordance with this Lease. "Lease Year" when used in this Lease means the twelve (12) month period beginning upon the Effective Date and each consecutive twelve (12) month period thereafter beginning on the first day of the month immediately following the Effective Date, unless the Effective Date was the first day of the month, until the expiration or termination of this Lease.

4.2 Return of Premises. Prior to Lease Termination, regardless as to the circumstances upon which Lease Termination occurs, Lessee shall at its own expense: (i) return the Leased Premises to City in the same condition they were in on the Effective Date (or if later improved, as so improved), excepting only normal wear and tear, Force Majeure, and repairs required to be made by City hereunder; (ii) remove all of its personal property (including its trade fixtures, if any) and possessions from the Leased Premises; provided, however, that if the City shall give Lessee no less than one hundred eighty (180) days' advance written notice, Lessee shall demolish any improvements constructed by Lessee on the Leased Premises during the Term and, if requested by the City at any time during the last five (5) years of the Term. Any items of Lessee's personal property remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by Lessee and become the sole property of City. Notwithstanding the foregoing, any costs incurred by City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Lease.

4.3 Holdover.

(a) Notwithstanding anything in this Lease to the contrary, so long as an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this paragraph, Lessee may request to holdover in the Leased Premises from month-to-month ("Permitted Holdover"), commencing as of the first calendar month immediately following the expiration of the Term (as the same may be extended) (the "Permitted Holdover Period"), by delivering to the City prior written notice of Lessee's request to so occupy the Leased Premises on

or before the date that is six (6) months prior to the expiration of the Term. City may, within thirty (30) days after receiving such notice, decline to allow a Permitted Holdover by delivering written notice thereof to Lessee. If City does not respond to Lessee's request for a Permitted Holdover within such period, a Permitted Holdover shall be deemed disallowed. The Permitted Holdover shall be subject to all the terms and conditions of this Lease, including without limitation payment of Rent in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon thirty (30) days' prior written notice.

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

ARTICLE 5 USES AND RESTRICTIONS

Lessee shall use the Leased Premises solely for constructing, operating, and maintaining a new Children's Museum and related activities. No other uses of the Leased Premises are permitted unless agreed to in writing by City and Lessee. City and the City Parties assume no liability or responsibility whatsoever with respect to the use, conduct, or operation of the business to be conducted in and on the Leased Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is Lessee's responsibility pursuant to this Lease.

Subject to force majeure, Lessee shall continuously occupy the Leased Premises throughout the Term of the Lease, unless otherwise agreed to in writing by City. Lessee shall maintain hours of operation from 9:00 a.m. - 4:00 p.m. Tuesday through Friday and 10:00 a.m. - 5:00 p.m. on Saturday and shall remain open 250 days per calendar year. In the event Lessee requires an extended suspension of operations of the Leased Premises, defined as any period in excess of two (2) consecutive months, City shall have the right, in addition to the remedies provided for under Article 9, to terminate this Lease upon thirty (30) days written notice. All payments due City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and Lessee shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

ARTICLE 6
RENT, FEES, CHARGES

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

6.2 Ground Rent. Lessee shall pay Ground Rent on the unimproved land in accordance with the schedule identified in Exhibit B attached to this Lease. The rent due throughout the Term of the Lease shall be paid by Lessee monthly, without demand and in advance on or before the first (1st) day of the month, and on the first day (1st) of each month thereafter.

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

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

City of Monroe
Accounting Department
P. O. Box 123
Monroe, LA 71210

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

ARTICLE 7
SECURITY FOR PAYMENT

The initial requirement to provide security for payment is hereby **waived**. If the Lessee's rent payment is made later than the tenth (10th) day of the month more than three times in any twelve (12) consecutive month period, then the obligation to provide Security for Payment will be re-instituted, and Lessee will be required to post security as provided below:

On or before the Effective Date, Lessee shall provide City with a letter of credit or surety bond ("Contract Security") in a form reasonably acceptable to the City and in the amount of one-quarter (1/4th) of the annual Rent due under this Lease in the Initial Year. Any such letter of credit

or surety bond shall (i) be issued by a bank or bonding company reasonably acceptable to City and which is authorized to do business in the State of Louisiana; and (ii) provide that City may draw the entire amount or any part thereof upon presentation, which presentation may be made electronically, of City's draft accompanied by a certification by City that an Event of Default has occurred hereunder. Upon any drawing upon the Contract Security by the Authority, Lessee shall reinstate the stated amount of such letter of credit or surety bond within thirty(30) days to the amount required by this Article 7. At least thirty (30) days prior to the expiration of any existing letter of credit or surety bond, Lessee will cause the same to be renewed through issuance and delivery to City of either an extension of the term of the letter of credit or surety bond or a substitute letter of credit or surety bond meeting the requirements hereof and issued in the amount of one-quarter (1/4th) of the annual Rent then due under this Lease, and if Lessee fails to timely deliver such substitute, then City may draw the entire amount of the existing letter of credit or surety bond prior to its expiration.

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

ARTICLE 8 OBLIGATIONS OF LESSEE

Lessee shall:

(a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

(b) Control, within reason, the conduct, demeanor and appearance of the Lessee Parties and those doing business with Lessee and, upon objection from City concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

(c) Remove from the Leased Premises or otherwise dispose of in a manner approved by the City all garbage, debris and other waste materials (whether solid or liquid) placed on the Leased Premises. Any such debris or waste which is temporarily stored shall be kept in suitable garbage and waste receptacles with tight-fitting covers and designed to safely and properly contain whatever waste material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.

(d) Not create, commit or maintain any nuisance, waste, or damage to the Leased Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or damage to the Leased Premises.

(e) Not create nor permit to be caused or created upon the Leased Premises any obnoxious odor, smoke or noxious gases or vapors.

(f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

(g) Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

(h) Not to do or permit to be done any act or thing upon or within the Leased Premises:

- i. Which will invalidate or conflict with any fire insurance policies covering the Leased Premises or any part thereof or other contiguous property; or
- ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

(i) Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of Lessee's working requirements.

(j) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments validly assessed against the Leased Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of City. This Lease shall be a net lease with City receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever.

(k) Pay the cost of all utilities servicing the Leased Premises.

(l) Provide the City with its annual attendance numbers, including to the fullest extent possible, the number of local and out-of-town visitors to the Museum.

(m) Provide the City with a list of major programs provided by the Museum during the calendar year.

ARTICLE 9 DEFAULT AND TERMINATION RIGHTS OF CITY

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

(a) Lessee's failure to (i) pay the Rent, any portion thereof, or any other sums payable hereunder for a period of ten (10) days after written notice by City of the date due, or (ii) maintain the insurance required by Article 18 or Contract Security as required by Article 7 (if applicable), as required by this Lease.

(b) Lessee's failure to observe, keep, or perform any of the other terms, covenants, agreements or conditions of this Lease for a period of thirty (30) days after written notice by City, provided that Lessee shall not be in default after the end of such thirty (30) day period if Lessee commences a cure of such default within such thirty (30) day period and diligently pursues such cure to completion thereafter and completes such cure within a period of one hundred twenty (120) days from the date of such written notice or as soon as commercially reasonable considering the time within such cure may be accomplished;

(c) The bankruptcy of Lessee;

(d) Lessee making an assignment for the benefit of its creditors;

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

(f) Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(g) Lessee's vacating or abandoning the Leased Premises;

(h) Lessee's interest under this Lease being sold under execution or other legal process;

(i) Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;

(j) Failing to meet the Minimum Investment Amount;

(k) Failing to timely commence construction;

(l) Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding; or

(m) Lessee's failure to comply with Environmental Laws or any other material Applicable Laws.

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

(a) Proceed to draw upon Lessee's Contract Security (if applicable).

(b) Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Leased Premises and relet or attempt to relet the Leased Premises on behalf of Lessee at such rent and under such terms and conditions as City may deem best under the circumstances for the purpose of reducing Lessee's liability. City shall not be deemed to have thereby accepted a surrender of the Leased Premises, and Lessee shall remain liable for all Rent, or other sums due under this Lease and for all damages suffered by City because of Lessee's breach of any of the covenants of the Lease.

(c) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Premises, whereupon all right, title and interest of Lessee in the Leased Premises shall end.

(d) Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

(e) If any policy of insurance required under this Lease shall expire and not be renewed or replaced by Lessee within five (5) days of such expiration, the City may obtain such insurance, and the cost of such insurance shall be reimbursed by Lessee to the City as Additional Rent within fifteen (15) days of Lessee's receipt of an invoice therefor.

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

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

9.4 Additional Provisions. No re-entry or retaking possession of the Leased Premises by City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to City hereunder or of any damages accruing to City by reason of the violations of any of the terms, provision and covenants herein contained.

City's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as City's waiver of such event of default. No forbearance by City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by City to enforce or waiver of one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by City following repossession.

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

9.6 Time of the Essence. Time is of the essence of this Lease, and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, City may declare Lessee to be in default of this Lease.

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

ARTICLE 10 MAINTENANCE AND REPAIR

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

(a) Keep the Leased Premises at all times in a clean and orderly condition and appearance and all Lessee's fixtures, equipment and personal property which are located in any part of the Leased Premises.

(b) Repair and maintain all building systems, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures and exterior non-load bearing walls.

(c) Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any Applicable Law.

(d) Keep all areas of the Leased Premises in a state of good repair, to include repair of any damage to the ground, pavement or other surface of the Leased Premises or the Facility caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

(e) Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises, except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by Lessee or any subtenants.

(f) Lessee agrees that it shall comply with all laws and ordinances regulating its operations on the Leased Premises and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies and bodies required under Applicable Law.

(g) Notwithstanding anything contained in this Section 10.1, Lessee's repair and maintenance obligations hereunder shall not require it to repair or replace equipment, lines, services and systems beyond a reasonable time after termination of this Lease.

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

ARTICLE 11 ALTERATIONS AND IMPROVEMENTS

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

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

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

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

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

ARTICLE 12 TITLE TO IMPROVEMENTS

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

ARTICLE 13 CONSTRUCTION LIENS

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

filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien that is satisfactory to the City in its sole discretion.

ARTICLE 14 UTILITIES

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

In the event the City relocates existing water or sewer utility lines after Lessee has provided for its own connections to those services, the City shall bear the reasonable costs of re-connecting Lessee to those services.

ARTICLE 15 INGRESS AND EGRESS

Lessee, the Lessee Parties, and its suppliers of material and furnishers of services, shall have the right of ingress and egress to the Leased Premises via appropriate public or private ways to be used in common with others having rights of passage, provided that City may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

ARTICLE 16 PARKING

City hereby grants to Lessee the right to use and occupy the parking areas and driveways adjacent to the Leased Premises during its normal hours of operation for the purpose of parking, driveway, and pedestrian use. Lessee may, at its sole cost and expense, erect and maintain signage approved by the City designating such parking spaces for use by the Lessee.

Lessee shall be responsible for routine maintenance of these parking areas, including removing all trash, bottles, any other refuse originating from or its tenants, invitees, patrons, guests, and vendors use of the Leased Premises. All reconstruction, non-routine maintenance, and non-routine improvement and subsurface costs shall be the responsibility of the City.

Nothing herein shall require the City to maintain a specific number of parking spaces or provide additional parking for Lessee. The City reserves the right to reconstruct, reallocate, reallocate,

redesignate or remove any parking spaces at any time, but in the event of a reconstruction, reallocation, redesignation or removal, Museum shall be provided equivalent parking access.

ARTICLE 17
TAXES, PERMITS, LICENSES

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

ARTICLE 18
INSURANCE

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

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

The acceptance of delivery by City of any certificate of insurance or Memorandum of Insurance evidencing Lessee's insurance coverages and limits does not constitute approval or

agreement by City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein. The certificates of insurance, or other evidence, must be filed with and approved by City prior to any activity being performed on the Leased Premises by Lessee. Lessee shall, before commencement of any work on the Premises, furnish City evidence that the contractor(s) is covered by insurance and with limits to the reasonable satisfaction of City. During any construction of improvements or alterations undertaken on the Leased Premises, Lessee or its contract shall carry builders' risk insurance and other coverages as reasonably required by the City.

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

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

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

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

Facilities Division
P. O. Box 123
Monroe, LA 71210

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

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

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

**ARTICLE 19
INDEMNIFICATION**

A. Lessee shall hold City exempt and harmless, to the extent allowed by general law, from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons (including agents or employees of City, Lessee, or sublessee) by reason of death or injury to persons or loss of or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, costs and expenses may be attributed to the grossly negligent or intentional acts or omissions of City, its agents or employees.

B. City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any occupant of adjoining or contiguous property, or from any intentional or negligent act by any person or patron of Forsythe Park.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's misuse or neglect thereof, its apparatus or appurtenances.

D. Lessee shall be responsible and liable for the conduct of Lessee Parties in and around the Leased Premises.

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

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

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

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

ARTICLE 20
ENVIRONMENTAL REGULATIONS

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

(a) Lessee is knowledgeable regarding any and all Environmental Laws, without limitation, which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises. Lessee agrees to keep informed of future changes in Environmental Laws relating to its operations on the Leased Premises.

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

(c) Lessee shall, prior to commencement of any of Lessee's operations pursuant to this Lease, secure any and all Environmental Permits, and properly make all necessary notifications, relating to its operations on the Leased Premises, and properly make all necessary notifications as may be required by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.

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

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

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

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

20.2 Generator of Hazardous Waste. If Lessee is deemed to be a generator of hazardous waste, as defined by Applicable Law, Lessee shall obtain an EPA identification number

and the appropriate generator permit and shall comply with all Environmental Laws applicable to a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

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

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

20.5 Violation.

(a) If City receives a notice from any Governmental Authority asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if City otherwise has reasonable grounds upon which to believe that such a violation has occurred, City shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Leased Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to City. The Site Reviewers shall perform such tests on the Leased Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event City conducts testing due to information other than a notice of violation from a Governmental Authority, and the testing does not reveal any contamination in excess of permissible EPA tolerances, other than the contamination referenced in Article 21 of this Lease, City agrees to bear all costs association with the testing.

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

**ARTICLE 21
FEDERAL STORM WATER REGULATIONS**

Lessee acknowledges that certain properties and uses of properties on City owned land are subject to Federal storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Leased Premises and its operations. Lessee agrees to participate in any City-

organized task force or other work group established to coordinate storm water activities. Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by Applicable Law, by Lessee or any Lessee Parties, suppliers of service or providers of materials, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

ARTICLE 22 ENVIRONMENTAL INSPECTION

22.1 Environmental Inspection at Commencement of Lease Term. A Phase I Environmental Report shall be used to and establish a base line indicating the current condition of the Leased Premises (herein after referred to as the “Base Line Environmental Reports”).

22.2 Pre-Existing Contamination. Notwithstanding any other provision of this Lease, Lessee shall have no liability or responsibility to the City or to any other third-party with respect to any Pre-Existing Environmental Condition or any Third-Party Environmental Condition at the Leased Premises. The term “Pre-Existing Environmental Condition,” as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws and which Lessee demonstrates were present on or before the Effective Date, and including any subsequent migration, movement, or transformation of such substances, materials, matter, or Hazardous Materials after the Effective Date. The term “Third-Party Environmental Condition,” as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws, and the presence of which Lessee demonstrates were or are caused or permitted by any Person not affiliated with Lessee or any Lessee Party, and whether or not such substances, materials, matter, or Hazardous Materials were or are present on, before, or after the Term Commencement Date.

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

Lessee hereby expressly agrees to indemnify and hold City and each City Party harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorney’s fees, to the extent arising from or resulting

out of, or in any way caused by, Lessee's failure to comply with any and all applicable Environmental Laws. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that City would not execute this Lease without this indemnity. This provision of the lease shall survive termination of the Lease.

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

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

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

ARTICLE 23 STORAGE TANKS

Lessee agrees that it will not have any additional underground or above ground storage tanks ("Tanks") on the Leased Premises unless specifically authorized in writing by City. If any tank is authorized by City, Lessee covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of Tanks including financial responsibility and corrective action requirements.

ARTICLE 24 RIGHTS RESERVED TO CITY

Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to City. City expressly reserves the right to prevent any use of the Leased Premises which would interfere with or adversely affect the operations of the City.

**ARTICLE 25
RIGHT OF ENTRY**

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

**ARTICLE 26
SIGNS**

26.1 **Written Approval.** Lessee may only erect, maintain or display signs or advertising on the Leased Premises or the exterior of the Facility or Additional Facilities with the written consent of the City, which shall not be unreasonably withheld, delayed or conditioned. All signs or advertising must comply with Applicable Law. Notwithstanding the foregoing, Lessee shall be allowed to display advertising for events hosted by Lessee on the Leased Premises, provided that such advertising complies with all Applicable Laws, does not exceed fifty (50) square feet, and is in place for a period of sixty (60) days or less.

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

**ARTICLE 27
QUIET ENJOYMENT**

Subject to Lessee's compliance with each and every material requirement and obligation on its part to be met under this Lease, City covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises and all parts thereof for the Term hereby granted, subject to the terms and provisions hereof.

ARTICLE 28
MORTGAGE RIGHTS OF LESSEE

Notwithstanding the prohibition upon the placement or creation of liens set forth in this Lease, including any leasehold interests created hereunder in the Leased Premises, the Lessee may, upon prior written permission of the City, pledge the Lessee's leasehold interest created hereunder pursuant to a mortgage, deed of trust, security deed, or other security instrument encumbering the leasehold estate created by this Lease (a "Leasehold Mortgage"), provided that such pledge is made in connection with the financing or refinancing (a "Loan") of amounts to be used solely for the construction of a Project or other improvements to the Leased Premises and shall be subject, subordinate, and inferior at all times to the rights of the City under this Lease. Approval of a Leasehold Mortgage may be given by the City only if, at a minimum, the following conditions are satisfied:

- (a) The documents which are to be used to finance and secure the proposed transaction (i.e. the obtaining of funds and placing of a leasehold mortgage) are submitted to the City for review and approval prior to their execution by the putative lender (the "Lender") and the Lessee (the "Proposed Financing Documents");
- (b) The funds obtained via the transaction contemplated under the Proposed Financing Documents are to be used solely for the construction of the Project, construction of additional improvements to the Leased Premises approved by the City, or refinancing any Loan for such purposes;
- (c) The entity providing the Loan shall be a financial institution regularly engaged in the business of making mortgage loans secured by commercial properties, with a net worth of not less than twenty million dollars (\$20,000,000) which is not an affiliate of Lessee (a "Lender");
- (d) The Lender must certify to the City that it has reviewed this Lease and accepted provisions that may affect the Leasehold 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 and in the Leased Premises;
 - ii. The term of any such Loan shall not exceed the Term of this Lease (excluding any extensions);
 - iii. Upon any default by the Lessee under the note, mortgage, or any of the other Proposed Financing Documents (a "Financing Default"), the City shall have a lien with first priority on all Lessee-owned property at the Leased Premises;

- iv. The Lender agrees to provide and maintain current contact information with the City and provide the City with concurrent copies of any notices or communications regarding a Financing Default;
 - v. The City shall be notified at least seven (7) days prior to the Lender exercising its rights under the Leasehold Mortgage to take possession or control of the Lessee's business or the Leased Premises or any portion thereof;
 - vi. The Lender explicitly agrees that the Leased Premises and any improvements made thereupon must be used solely for the permitted uses set forth in this Lease and no others, and any change in use may occur only upon prior written permission of the City, which the City may grant or deny in its sole discretion;
 - vii. The Leasehold Mortgage may secure only Lessee's obligations with respect to a Loan that will be applied to finance or refinance improvements to the Leased Premises and may not cross collateralize or secure any other loans or obligations of Lessee;
 - viii. In the event that the Lender exercises its security interest in the Leasehold Mortgage to take possession or control of the Lessee's business, the Leased Premises, or any part thereof, the Lender is limited to a total period of twelve (12) months to locate a replacement tenant that is acceptable to the City, in its reasonable discretion. In the event that a tenant acceptable to the City is not obtained within the above-referenced twelve (12) month period, then the Leasehold Mortgage shall terminate and all of the Lender's rights in this Lease, the Improvements constructed upon the Leased Premises, or any part thereof shall be extinguished;
 - ix. The Lender agrees to hold the City harmless for any damages the Lender may incur as a result of any action or inaction in connection with the exercise of the City's rights under this provision of the Lease or the related Proposed Financing Documents, including, without limitation the Leasehold Mortgage; and
 - x. Any Financing Default relating to the encumbrances under the Proposed Financing Documents shall be a default of this Lease.
- (f) *Failure to Comply.* If the Lender or other lienholder fails to comply with any of the foregoing requirements, such failure shall be an Event of Default under this Lease and the City may at any time (but is not required to) terminate this Lease and exercise any rights the City may have under this Lease for an Event of Default.
- (g) *No Additional Leasehold Mortgages.* Lessee may enter into and encumber the Leased Premises with only one Leasehold Mortgage in accordance with this Article 27 at any time.

- (h) *Lender's Right to Cure.* If Lessee enters into a Leasehold Mortgage in accordance with this Article 28, and if the Lessee or the Lender has notified the City pursuant to this Lease of the existence of such Leasehold Mortgage and has provided the address to which any notices to the Lender are to be mailed, then all notices given under this Lease to the Lessee shall also be sent to the Lender at the address provided by the Lender to the City. Any notice properly mailed to Lender by registered mail, postage and fees prepaid, shall be deemed delivered when mailed, whether received or not. The Lender shall have the right to remedy any default under this Lease or cause the same to be remedied and the City shall accept such performance by or at the direction of such Lender as if the same had been made by the Lessee. In case of a default, other than failure to pay Rent, the City shall not be permitted to terminate this Lease by reason of the occurrence of such default if the Lender, within thirty (30) days after the giving of notice of such default, commences foreclosure or similar proceedings under the Leasehold Mortgage for the purpose of acquiring the Lessee's interest in this Lease and thereafter diligently prosecutes the same, and shall bring current all payments of Rent payable by the Lessee hereunder. The Lender may become the legal owner and holder of the leasehold estate under this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure. While such Leasehold Mortgage is in effect, the City shall not accept any surrender or cancellation of this Lease by the Lessee or amend or modify any material provision of this Lease without the Lender's prior written consent, which such consent shall not be unreasonably withheld, conditioned, or delayed.
- (i) Notwithstanding any term or provision of any Leasehold Mortgage or this Lease to the contrary, under no circumstances shall any such Leasehold Mortgage or Loan constitute an indebtedness or obligation of the City nor shall the City be liable in any way for the payment of any portion of the indebtedness evidenced by such Leasehold Mortgage or for the payment or performance of any obligation thereunder or secured thereby. Nothing in this Lease shall operate as a pledge of the City's credit within the meaning of any constitutional or statutory debt limitation.

**ARTICLE 29
RENT A SEPARATE COVENANT**

Lessee shall not for any reason withhold or reduce Lessee's required payments of Rent and other charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent and any other rents, fees or charges provided hereunder is a covenant by Lessee that is independent of the other covenants of the Parties hereunder.

**ARTICLE 30
ASSIGNMENT**

Lessee shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that it shall not be unreasonable for the City to require that any assignee or subtenant meet certain objective financial worth and operational standards.

Any proposed sublease must be consistent with the uses and restrictions contained in Article 5 of this Agreement. Any assignment or sublease without the written consent of the City shall be void ab initio and of no force or effect. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of City and Lessee shall otherwise be in compliance with all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. City reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and LESSEE SHALL REMAIN LIABLE FOR ALL OBLIGATIONS UNDER THIS LEASE UNTIL AFTER SUCH ASSIGNMENT OR SUBLEASE. Lessee shall provide City a copy of the proposed sublease agreement prior to any request for consent. All subleases shall be limited to a term of one (1) year unless otherwise agreed to in writing by City.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, Lessee shall have an affirmative obligation to notify immediately City of any such change.

ARTICLE 31 EXPROPRIATION AND DAMAGE TO LEASED PREMISES

31.1 **Damage or Destruction of Leased Premises.** If the Leased Premises shall be partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the Lessee at its own cost and expense to the extent of insurance proceeds available for such repairs, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. If the damage shall be so extensive as to render such Leased Premises untenable but capable of being repaired in ninety (90) days, the same shall be repaired with due diligence by the Lessee at its own cost and expense, and the Rent payable hereunder with respect to the Leased Premises shall continue to be paid. The City shall use commercially reasonable efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in size, type, character, condition and suitability for Lessee's operations during such period of repair or reconstruction.

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

untenantable for more than ninety (90) days, the City shall use diligent efforts to provide Lessee with alternate premises which shall, to the extent reasonably possible, be comparable in convenience, size, type, character, condition, and suitability for Lessee's operations, during such period of repair or reconstruction. Except to the extent the City provides Lessee with such alternative Leased Premises, Lessee shall not be obligated to pay Rent for such untenable portion during such time as it remains untenable. Provided, that there shall be no abatement or reduction of Rent where the untenable condition is caused by the willful misconduct or negligent act or omission of Lessee, or its officer, employees, contractors, subcontractors or agents, except to the extent of proceeds of business interruption or other similar insurance received with respect to such damage or destruction.

**ARTICLE 32
NO ACCEPTANCE OF SURRENDER**

No act or thing done by City or any City Party during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

**ARTICLE 33
PERSONAL PROPERTY**

Any personal property of Lessee or of others placed in the Leased Premises shall be at the sole risk of Lessee or the owners thereof, and City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from City for such damage, destruction or loss.

**ARTICLE 34
APPLICABLE LAW AND VENUE**

Notwithstanding any other provision of any Applicable Laws, this Lease shall be construed in accordance with the laws of the State of Louisiana. Venue for any action brought pursuant to this Lease shall be solely in Ouachita Parish, Louisiana. Any action for breach of or enforcement of any provision of this Lease shall be brought in a court of appropriate jurisdiction in and for Ouachita Parish, Louisiana.

**ARTICLE 35
ATTORNEY'S FEES AND COSTS**

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

**ARTICLE 36
INVALIDITY OF CLAUSES**

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

**ARTICLE 37
NOTICES AND COMMUNICATIONS**

All notices or other communications to City or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service and, if mailed, upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, or one (1) day after delivery to a nationally recognized overnight delivery service, fees pre-paid, addressed as follows:

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

To Lessee:
Northeast Louisiana Children's Museum
2702 Bramble
Monroe, LA 71201

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Article.

**ARTICLE 38
RELATIONSHIP OF THE PARTIES**

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and City shall in no way be responsible for such acts or omissions nor shall the City and Lessee be considered as joint venturers. Nothing in this Lease is intended to create any third-party beneficiaries hereto.

**ARTICLE 39
CONFIDENTIAL INFORMATION**

Simultaneously with providing any records to the City, Lessee shall identify any such records that Lessee claims are confidential or trade secrets ("Confidential Information") under Louisiana law. In the event the City receives any public records request for such Confidential Information, the City shall notify Lessee and allow Lessee a reasonable opportunity, consistent with Applicable Laws, to seek judicial relief prior to disclosing any such Confidential Information. If Lessee fails to identify any such records as Confidential Information when they are initially provided to the authority, the City may disclose such records pursuant to a public records request without notice to Lessee.

**ARTICLE 40
NO INDIVIDUAL LIABILITY**

The Parties agree that neither the directors or Board members, nor any officer, employee, representative, or agent of either Party shall be personally liable for the satisfaction of such Party's obligations under this Lease, and each Party shall look solely to the assets of the other for satisfaction of any claims hereunder.

**ARTICLE 41
MISCELLANEOUS**

All of the terms and provisions hereof shall be binding upon and the benefits inure to the Parties hereto and their heirs, personal representatives, successors and assigns.

This Lease, and instruments or documents relating to same, shall be construed under Louisiana law.

This Lease represents the complete Lease between the Parties and any prior agreements or representations, whether written or verbal, are hereby superseded.

This Lease may subsequently be amended only by written instrument signed by the City and Lessee.

Nothing in this Lease shall operate to waive any sovereign or governmental immunity protections available to the City under applicable law.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

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

CITY:
CITY OF MONROE

LESSEE:
**NORTHEAST LOUISIANA
CHILDREN'S MUSEUM**

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

BY: _____
Printed Name: **Melissa Save**
Title: **Authorized Representative**

WITNESSES FOR CITY:

WITNESSES FOR LESSEE:

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

Signature

Name Printed

EXHIBIT A
LEASED PREMISES

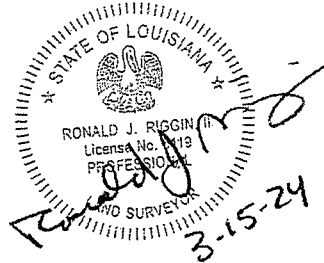
1.658 Acres±
Section 41, T18N, R3E
Land District North of Red River
Ouachita Parish, Louisiana
L&A, Inc. Project No. 21E057.06 (014)

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 41, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at found $\frac{3}{4}$ " iron pipe at the northeast corner of Block '3' of F.G. Hudson's Riverside Addition, as per plat recorded in Conveyance Book 52, Page 590 of the records of Ouachita Parish, Louisiana; proceed North $03^{\circ}25'34''$ West, a distance of 834.75 feet to a set cotton spindle and the **POINT OF BEGINNING**; thence proceed North $37^{\circ}11'44''$ West, a distance of 278.52 feet to a set cotton spindle; thence proceed North $52^{\circ}48'16''$ East, a distance of 259.30 feet to a set cotton spindle; thence proceed South $37^{\circ}11'44''$ East, a distance of 278.52 feet to a set cotton spindle; thence proceed South $52^{\circ}48'16''$ West, a distance of 259.30 feet to the **POINT OF BEGINNING**, containing 1.658 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riffin, II, Professional Land Surveyor dated March 15, 2024.



**EXHIBIT B
RENT SCHEDULE**

Year 1 - \$0.00	Year 18 - \$4,000.00	Year 35 - \$4,000.00
Year 2 - \$0.00	Year 19 - \$4,000.00	Year 36 - \$4,000.00
Year 3 - \$4,000.00	Year 20 - \$4,000.00	Year 37 - \$4,000.00
Year 4 - \$4,000.00	Year 21 - \$4,000.00	Year 38 - \$4,000.00
Year 5 - \$4,000.00	Year 22 - \$4,000.00	Year 39 - \$4,000.00
Year 6 - \$4,000.00	Year 23 - \$4,000.00	Year 40 - \$4,000.00
Year 7 - \$4,000.00	Year 24 - \$4,000.00	Year 41 - \$4,000.00
Year 8 - \$4,000.00	Year 25 - \$4,000.00	Year 42 - \$4,000.00
Year 9 - \$4,000.00	Year 26 - \$4,000.00	Year 43 - \$4,000.00
Year 10 - \$4,000.00	Year 27 - \$4,000.00	Year 44 - \$4,000.00
Year 11 - \$4,000.00	Year 28 - \$4,000.00	Year 45 - \$4,000.00
Year 12 - \$4,000.00	Year 29 - \$4,000.00	Year 46 - \$4,000.00
Year 13 - \$4,000.00	Year 30 - \$4,000.00	Year 47 - \$4,000.00
Year 14 - \$4,000.00	Year 31 - \$4,000.00	Year 48 - \$4,000.00
Year 15 - \$4,000.00	Year 32 - \$4,000.00	Year 49 - \$4,000.00
Year 16 - \$4,000.00	Year 33 - \$4,000.00	Year 50 - \$4,000.00
Year 17 - \$4,000.00	Year 34 - \$4,000.00	-----

EXHIBIT C
INSURANCE REQUIREMENTS

Workers' Compensation and Employers' Liability. Insurance in accordance with the State of Louisiana Statutory Requirements. Limits shall not be less than:

Workers' Compensation	Statutory requirements
Employer's Liability	\$1,000,000 limit each accident
	\$1,000,000 limit disease aggregate
	\$1,000,000 limit disease each employee

Property, Wind, Fire & Flood Insurance. Lessee shall agree to maintain: (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of Lessee's building(s) and contents, including without limitation the Facility (if any), and including betterments and improvements made by or on behalf of lessee, located on the Leased Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of Lessee's building(s) and contents, including betterments and improvements made by or on behalf of Lessee, located on the Leased Premises, or the maximum amount available from the National Flood Insurance Program, whichever is less.

Commercial General Liability. Commercial General Liability Insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations.

Limits of coverage shall not be less than:

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

OR

\$1,000,000 each occurrence and aggregate for liability associated with all operations under this specific Lease. The aggregate limits shall be separately applicable to this Lease.

Automobile Liability. Automobile Liability Insurance shall be maintained by Lessee as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on City's premises with limits of not less than:

Bodily Injury Liability	\$1,000,000 limit each person/\$1,000,000 limit each accident
Property Damage Liability	\$1,000,000 limit each accident

OR

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

Umbrella Liability or Excess Liability. Umbrella Liability of Excess Liability Insurance shall not be less than \$5,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$1,000,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

Additional Insured Lessee agrees to endorse City as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability, naming the City as an additional insured to the extent of Lessee's indemnity obligation set out in Section 18 of this Lease.

Right to Revise or Reject The City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage, but prior to requiring any increase in coverage or other change in any endorsement or other coverage, the City shall demonstrate that such change is reasonable based on industry standards or is reasonably necessary based on the risks associated with the Lessee's use and operation of the Leased Premises. Additionally, the City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally, provided that nothing in this Lease requires the Lessee to provide to the City copies of any insurance policy obtained or maintained by the Lessee. It is furthered agreed that Lessee shall not do or permit to be done anything upon any portion of the Leased Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the Leased Premises to jeopardize coverage, or by its existence exempt an insurer from coverage for liability or casualty, or which will increase the rate of the insurance on the Leased Premises. Any policy provided by Lessee shall be primary insurance for any event occurring on the Leased Premises or otherwise indemnified by Lessee, and provide that the Lessee's insurer shall not subrogate against the City or its insurer.

EXHIBIT D
COOPERATIVE ENDEAVOR AGREEMENT

RESOLUTION

STATE OF LOUISIANA

NO. 8466

CITY OF MONROE

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

A RESOLUTION AUTHORIZING A DESIGNATED CITY REPRESENTATIVE TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF MONROE AND THE NORTHEAST LOUISIANA CHILDREN'S MUSEUM AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Northeast Louisiana Children's Museum ("Museum") has been operating in Monroe, Louisiana for more than two decades and has served as a valuable resource to the children and families in our community and region;

WHEREAS, the Museum desires to build a new state-of-the-art facility in a new location to continue serving our community region for decades to come and has begun fundraising efforts to achieve that goal;

WHEREAS, there is and will be available space at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

WHEREAS, the Museum ultimately desires to lease and use the Site for the purpose of constructing and establishing a new Children's Museum to serve the public and citizens of the City through a long-term lease and Cooperative Endeavor Agreement;

WHEREAS, to support its fundraising efforts and to establish a long-term plan for the Museum, Museum desires a commitment from the City to lease the Site to Museum so that Museum can engage in fundraising and other efforts to obtain the necessary funds to construct a new Children's Museum on the Site;

WHEREAS, the City has an obligation to serve the needs and interests of the City's children by providing provide educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

WHEREAS, a newly-constructed Children's Museum in Forsythe Park would serve these purposes, provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

WHEREAS, the Museum's anticipated investment into the Site and construction of the Museum is several million dollars, and new Museum will have direct, positive impacts on job creation and economic activity;

WHEREAS, the City and Museum desire to enter into the attached Cooperative Endeavor Agreement for the purpose of obtaining a commitment from the City to lease the Site to allow Museum to obtain funding for the construction of a new Children's Museum, to ultimately lease the Site upon obtaining funding, to construct a new Children's Museum, and for the Museum to receive any assistance in its efforts from the City to fullest extent permitted by law; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe in legal and regular session convened, that Mayor Friday Ellis is hereby authorized to execute the attached Cooperative Endeavor Agreement with Northeast Louisiana Children's Museum, Inc.

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

AYES: Ezanack, Woods, Marshall + Dawson

NAYS: none

ABSENT: Harvey

And the Resolution was declared ADOPTED on the 28th day of February, 2023.

Cardus S. Riley
CITY CLERK

Hemah Dawson
CHAIRMAN

STATE OF LOUISIANA

PARISH OF OUACHITA

COOPERATIVE ENDEAVOR AGREEMENT

BE IT KNOWN, that on the dates set forth below, personally came and appeared:

THE CITY OF MONROE, LOUISIANA ("City"), a political subdivision of the State of Louisiana, appearing herein through Mayor Friday Ellis, authorized by action taken through its City Council at its Regular Meeting on FEBRUARY 28, 2023; and,

NORTHEAST LOUISIANA CHILDREN'S MUSEUM, INC. ("Museum"), a Louisiana non-profit corporation, domiciled at 323 Walnut Street, Monroe, Louisiana, 71201, and appearing through its duly authorized representative and Director, Melissa Saye,

who by these presents do covenant and agree as follows:

WHEREAS, the City owns and operates a public park known as Forsythe Park;

WHEREAS, there is and will be available space, as outlined further below, at Forsythe Park near the site of the Swayze Natatorium and old public pool (the "Site"), said pool having been demolished and filled in, that is not being used for any specific or general public purpose and is not needed for public purposes;

WHEREAS, Museum ultimately desires to lease and use the Site for the purpose of constructing and establishing a new Children's Museum to serve the public and citizens of the City through a long-term lease and Cooperative Endeavor Agreement;

WHEREAS, Museum desires a commitment from the City to lease the Site to Museum so that Museum can engage in fundraising and other efforts to obtain the necessary funds to construct a new Children's Museum on the Site;

WHEREAS, the City has an obligation to serve the needs and interests of the City's children by providing provide educational, recreational, and cultural opportunities that stimulate curiosity and motivate learning;

WHEREAS, a newly-constructed Children's Museum in Forsythe Park would serve these purposes, provide a benefit to the City's citizens and the surrounding region, enhance the appearance and attractiveness of Forsythe Park, and encourage economic development through the promotion of tourism to the City from the surrounding regions;

WHEREAS, the Museum's anticipated investment into the Site and construction of the Museum is planned to be in excess of \$10 million, and new Museum will have direct, positive impacts on job creation and economic activity;

WHEREAS, the City and Museum desire to enter into this Cooperative Endeavor Agreement for the purpose of obtaining a commitment from the City to lease the Site to allow Museum to obtain funding for the construction of a new Children's Museum, to ultimately lease the Site upon obtaining funding, to construct a new Children's Museum, and for the Museum to receive any assistance in its efforts from the City to fullest extent permitted by law; and

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

NOW, THEREFORE, for and in consideration of the public benefit to the citizens of the City, the parties do hereby agree and covenant as follows:

1. The term of this Cooperative Endeavor Agreement shall be a period of three (3) years from the date of execution of this Agreement to allow sufficient time for Museum to engage in fundraising or other efforts to obtain the necessary funds to construct a new Children's Museum. The term of this agreement may be extended for up to two (2) additional one (1) year periods with the written consent of the Mayor. Any requests for extensions must be received by the City no later than ninety (90) days prior to the expiration of this Agreement.
2. Museum will engage in good-faith efforts to raise funds sufficient to construct and operate a new Museum at the location described below. During the term of this Agreement, Museum agrees to keep the City reasonably apprised of its fundraising efforts and shall, at a minimum, provide the City with an annual update as to the status of its fundraising efforts. If Museum ceases fundraising efforts for a period of twelve months or longer, then this Agreement shall terminate automatically.
3. Museum commits to entering a long-term lease and/or cooperative endeavor agreement with the City for the construction and operation of a new Children's Museum at the location described below upon obtaining sufficient funds for those purposes.
4. Upon written notification by Museum that it has obtained sufficient funding and desires to lease the below-described property (the "Site"), and within a period not to exceed six (6) months from such notification, the City agrees to lease to Museum, upon such terms that are mutually agreed to by the parties, the general area (to later be determined by specific metes and bounds) as identified:

See Attached Exhibit A (Proposed Site for Children's Museum)

5. The City agrees that it shall not alienate or otherwise permanently dedicate the Site for other uses during the term of this Cooperative Endeavor Agreement or any extensions thereof; provided, however, that nothing in this Agreement shall prohibit the City from using the Site for normal operations or activities during the term of this Agreement.
6. By entering into this Agreement, the City agrees and declares that the Site is not needed for a public purpose and is capable of being leased to Museum.
7. Any final cooperative endeavor agreement or lease agreement between the parties shall, at a minimum, contain or address the following matters:
 - a. The term of the lease, including any renewals thereof, commensurate with the investment by Museum into the construction upon, improvements to, and maintenance of the Site;
 - b. The term of the lease shall not be less than fifty (50) years if Museum's investment into the construction upon and improvements to the property exceeds \$4,000,000.00;
 - c. The amount of annual rental due under the lease, as follows:
 - i. Museum shall be entitled to an abatement of rental for a period not to exceed two years from the execution of lease and an abatement of rental for a period not to exceed two years from the execution of the lease to allow for the construction and opening of the Museum. The rental abatement shall terminate upon the earlier of (a) the expiration of two years from the date the lease is executed or (b) the date Museum obtains a certificate of occupancy from the City; and

- ii. After the period of rental abatement, the annual rental amount shall be \$4,000.00 per year;
- d. The public benefits that will be provided by Museum, including any commitments to serve the citizens of the City or provide free or low cost programs to the elderly and low-income children of the City;
- e. A requirement that Museum provide the City with its annual attendance numbers, including to the fullest extent possible, the number of local and out-of-town visitors to the Museum and with a list of major programs provided by the Museum during the calendar year;
- f. Hours of operation of Museum;
- g. A reasonable timeline for construction and improvements upon the Site, including construction benchmarks and guarantees;
- h. Procedure for allowing City input into any proposed construction plans and designs and requirements for adherence to all applicable federal, state, and local law for the construction and design of any improvements;
- i. General maintenance and upkeep of the Site/Leased Premises by Museum;
- j. That Museum will be responsible for the costs of any constructions, improvements, maintenance, utility services, and all other ordinary costs of operation;
- k. Insurance requirements for operations on the Site, including general liability, commercial liability, worker's compensation liability, auto liability, and property liability insurance;
- l. Indemnification of the City for all claims arising out of or resulting from Museum's use or occupancy of the Site commencing from the term of lease or beginning of construction depending upon on-site activities;
- m. Designation or use of parking or ancillary facilities by Museum, rules governing parking and use of facilities, and cost, maintenance, and upkeep of parking and ancillary facilities used by Museum.
- n. The removal or reversion to the City of any improvements at the expiration of the term of lease;
- o. Non-discrimination in the conduct of Museum's activities;
- p. Any additional requirements or obligations as deemed necessary by the parties or required by federal, state, or local law.

SIGNATURE PAGE FOLLOWS

THUS DONE AND SIGNED on this 1ST day of March, 2023, at Monroe, Louisiana.

WITNESSES:

CITY OF MONROE

Lynnda McMahon
Kimberly Essex

BY: Friday Ellis
Friday Ellis, Mayor

THUS DONE AND SIGNED on this 3RD day of March, 2023 at Monroe, Louisiana.

WITNESSES:

NORTHEAST LOUISIANA
CHILDREN'S MUSEUM, INC.

Kimberly Essex
Kimberly Essex
Brownie Barbo
Brownie Barbo

BY: Melissa Saye
Melissa Saye, Authorized Representative

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

ORDINANCE NO.

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

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

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

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

**CITY OF MONROE,
STATE OF LOUISIANA**

(1% SALES TAX EXTENSION)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSTAIN:

ABSENT:

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

Gretchen Ezernack, Chairman

Carolus S. Riley, Clerk

RETURNED APPROVED ON:

_____, 2024

Friday Ellis, Mayor

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

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

**CITY OF MONROE,
STATE OF LOUISIANA**

(1% SALES TAX REDEDICATION)

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

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

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

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

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

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

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

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

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

Gretchen Ezernack, Chairman

Carolus S. Riley, Clerk

STATE OF LOUISIANA

PARISH OF OUACHITA

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

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

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

Carolus S. Riley, Clerk

ORDINANCE

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

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

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

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

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

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

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

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

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

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

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

Notice published on the _____ day of May, 2024.

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

AYES:

NAYS:

ABSENT:

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

CHAIRPERSON

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO